

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

**TUESDAY, AUGUST 5, 2014  
8:30 A.M.**

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

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: July 8, 2014, Regular Meeting Minutes July 8, 2014, Closed Session Minutes		1
	3	APPROVAL OF THE AUGUST 5, 2014 AGENDA		9
8:35	4	WATAUGA COUNTY ARTS COUNCIL REQUEST TO MODIFY LEASE	MS. CHERRY JOHNSON	11
8:40	5	BID AWARD REQUEST FOR REPAIRS TO THE TRANSFER STATION FLOOR	MR. J. V. POTTER	25
8:45	6	REQUEST TO SCHEDULE A PUBLIC HEARING TO ALLOW FOR CITIZEN COMMENT REGARDING PROPOSED AMENDMENTS TO THE ORDINANCE TO GOVERN HEIGHT OF STRUCTURES IN WATAUGA COUNTY	MR. JOE FURMAN	27
8:50	7	MAINTENANCE MATTERS A. Bid Award Request for Truck Purchase B. Proposed Contract for Architectural Services for Medics Base #3	MR. ROBERT MARSH	35 43
8:55	8	COMMUNICATIONS & EMERGENCY SERVICES A. Out-of-State Travel Request B. Proposed HMGP Grant Application	MR. JEFF VIRGINIA	71 77
9:00	9	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	111 113
9:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Caldwell Community College & Technical Institute (CCC&TI) Proposed Land Transfer B. Request to Accept Grant to Fund Potential Recreation Center Site Analysis and Renderings C. Appointment of the North Carolina Association of County Commissioners (NCACC) Annual Conference Voting Delegate D. Boards and Commissions E. Announcements	MR. DERON GEOUQUE	115 121 125 127 131
9:10	11	PUBLIC COMMENT		133
10:10	12	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

July 8, 2014, Regular Meeting Minutes

July 8, 2014, Closed Session Minutes

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, JULY 8, 2014**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, July 8, 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  
Austin Eggers, County Attorney  
Deron Geouque, County Manager  
Anita J. Fogle, Clerk to the Board

Chairman Miller called the meeting to order at 5:30 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 17, 2014, regular meeting and closed session minutes.

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

VOTE: Aye-5  
Nay-0

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

VOTE: Aye-5  
Nay-0

**APPROVAL OF AGENDA**

Chairman Miller called for additions and/or corrections to the July 8, 2014, agenda.

The following additions were requested:

- Sheriff's Office Out-of-State Travel Request

- Closed Session:  
Attorney/Client Matters, per G. S. 143.318.11(a)(3)  
Personnel Matters, per G. S. 143-318.11(a)(6)

Commissioner Yates, seconded by Commissioner Welch, moved to approve the July 8, 2014, agenda as amended.

VOTE: Aye-5  
Nay-0

### **HIGH COUNTRY RECREATION REQUEST**

Dr. Scott St. Clair, High Country Recreation, presented an update on community meetings held at Green Valley, Cove Creek, and Parkway Schools to allow citizen input regarding a County recreation facility. Specific feedback included a preferred location of the current Swim Complex Site, which is centrally located and integrated with recreation infrastructure, and amenities consistently mentioned in the meetings which were almost identical to a recreation Needs Assessment performed by ASU in 2010.

Dr. St. Clair requested the County appropriate funds for initial architectural renderings and site analysis at the current Swim Complex to determine possible recreational facilities with an estimated cost of approximately \$10,000.

County Manager Geouque stated that he and Parks and Recreation Director, Stephen Poulos 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.

Commissioner Yates, seconded by Commissioner Welch, moved to approve, contingent upon receiving \$10,000 from the NC Community Foundation, hiring an architect to provide site analysis and renderings for the Swim Complex area with costs not to exceed the \$10,000 awarded.

VOTE: Aye-5  
Nay-0

### **COOPERATIVE EXTENSION STAFFING REQUEST**

Mr. Jim Hamilton, Cooperative Extension Director, requested continued authorization for the horticulture agent position to remain at forty (40) hours per week with the County funding twenty-nine (29) hours per week through November. The frozen position has been budgeted in the Fiscal Year 2014-2015 budget.

On April 1, 2014, the Board approved and authorized Mr. Hamilton 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; which complied with 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 would require Board approval to continue into Fiscal Year 2014-2015.

Commissioner Yates, seconded by Commissioner Welch, moved to authorize the County continue to fund twenty-nine (29) hours of the horticulture agent's forty (40) hour per week salary through November with funds to be allocated from the Cooperative Extension's budgeted frozen horticulture position.

VOTE: Aye-5  
Nay-0

### **SOIL AND WATER EQUIPMENT PURCHASE REQUEST**

Mr. Brian Chatham, Soil and Water Technician, stated that the North Carolina Department of Agriculture (NCDA) had requested Watauga County to accept the following three pieces of equipment that were acquired through a grant but were not being utilized at their current location:

- KMC 06-104-DB2 Row Bedder
- Yetter 71 Flex 2 Row Planter
- Knives & 3 Point Hitch Middle Buster

Mr. Chatham requested the Board accept the transfer of equipment by from the NCDA and approve the ADFP Trust Fund Grant Contract Transfer Agreement. The County would assume the maintenance and storage of the equipment which could be loaned to local farmers as needed. Mr. Chatham also mentioned that a future Memorandum of Understanding (MOU) may be presented to the Board between Watauga, Avery, and Caldwell Counties which would allow farmers in those Counties use of the equipment as well.

Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to accept the donation and approve the ADFP Trust Fund Grant Contract Transfer Agreement as presented.

VOTE: Aye-5  
Nay-0

### **PLANNING & INSPECTIONS VEHICLE BID AWARD**

Mr. Joe Furman, Planning and Inspections Director, requested the Board authorize the purchase of one (1) 2014 Ford F150 4x4 pickup truck from the State Contract vendor, Wilmington Ford in the amount of \$18,804 (includes delivery to the County office) plus \$570.12 for taxes and the tag. 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. Adequate funds are budgeted to cover the expenditure.

Commissioner Yates, seconded by Commissioner Kennedy, moved to award the bid for the purchase of one (1) 2014 Ford F150 4x4 pickup truck to Wilmington Ford in the total amount of \$19,374.12 which includes the costs of delivery, taxes, and the tag.

VOTE: Aye-5  
Nay-0

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

Mr. Joe Furman, Economic Development Director, stated that the Watauga Committee of 100 had donated \$1,000 to the Watauga County Economic Development Commission to further economic development projects in the County. Mr. Furman recommended the funds, if accepted, be allocated in the Economic Development budget and be used for economic development expenses associated with the Appalachian Enterprise Center (AEC).

Commissioner Kennedy, seconded by Commissioner Welch, moved to accept the \$1,000 donation from the Watauga Committee of 100 and to allocate the funds to the Economic Development budget.

VOTE: Aye-5  
Nay-0

### **PROPOSED FY 2015 APPALCART CONTRACTS**

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

Commissioner Welch, seconded by Commissioner Yates, moved to approve the AppalCART contracts with Project on Aging and the Department of Social Services as presented.

VOTE: Aye-5  
Nay-0

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

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

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the maintenance contract with Wireless Communications Inc. for the County's E911 system in the amount of \$52,835.76 pursuant to the review of the County Attorney.

VOTE: Aye-5  
Nay-0

## **TAX MATTERS**

### ***A. Monthly Collections Report***

Tax Administrator Larry Warren presented the Tax Collections Report for the month of June 2014. This report was presented for information only and, therefore, no action was required.

### ***B. Refunds and Releases***

Mr. Warren presented the Refunds and Releases Report for June 2014, as well as a report from the new motor vehicle billing system, North Carolina Vehicle Tax System (NCVTS), for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Blust, seconded by Commissioner Welch, moved to approve the Refunds and Releases Report for June 2014, as presented.

VOTE: Aye-5  
Nay-0

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the North Carolina Vehicle Tax System Refunds and Releases Report for June 2014 as presented.

VOTE: Aye-5  
Nay-0

## **TOWN OF BOONE'S EXTRATERRITORIAL JURISDICTION (ETJ) DISCUSSION**

Chairman Miller stated that the State recently passed Senate Bill 865 stating that the Town of Boone shall not exercise any powers of extraterritorial jurisdiction (ETJ) as provided in Article 19 of Chapter 6 160A of the General Statutes effective January 1, 2015. Chairman Miller requested a public hearing be scheduled at the second regular meeting in August to allow for citizen comment regarding the issue.

Commissioner Yates, seconded by Commissioner Welch, moved to schedule a public hearing on Tuesday, August 19, 2014, at 6:00 P.M. to allow for citizen comment regarding the effect of Senate Bill 865 on the Town of Boone's extraterritorial Jurisdiction (ETJ).

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Sheriff's Office Out-of-State Travel Request***

County Manager Geouque stated that the Sheriff's Office had requested approval for out-of-state travel for Detective Patrick Anderson to travel to Quantico, Virginia, for training. Costs for the training were to be covered by the Drug Enforcement Administration.

Vice-Chairman Blust, seconded by Commissioner Welch, moved to approve the Sheriff's Office out-of-stated travel as requested.

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

***B. Contract with LeadsOnline to Provide Data Collection***

County Manager Geouque stated that Sheriff Hagaman had requested approval of 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. If approved, funds could be allocated from the Sheriff's drug fund (Fund 23). A budget amendment would be forthcoming recognizing the additional revenue and expense.

Commissioner Yates, seconded by Commissioner Welch, moved to approve the contract with LeadsOnline contingent upon the County Attorney's review.

VOTE: Aye-5  
Nay-0

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

County Manager Geouque stated that 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. The submission of the voting delegate form is due to the NCACC by August 1, 2014.

By consensus, the Board tabled discussion until the next meeting.

***D. Boards and Commissions***

County Manager Geouque stated that 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.

Commissioner Kennedy, seconded by Commissioner Yates, moved to reappoint Mr. Herbert Hash to a three-year term on the Watauga County Nursing Home Advisory Committee.

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

*[Clerk's Note: As this was a first reading an unanimous vote was required; therefore, a second reading will be held at the next regular meeting.]*



***E. Announcements***

County Manager Geouque announced the following:

- The North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 14-17, 2014, in Buncombe County.
- 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.

**PUBLIC COMMENT**

Annette Reeves, Lee Stroup, Jeff Templeton, and Quint David each shared comments regarding the Town of Boone's extraterritorial jurisdiction (ETJ). Shawna Ryan had signed up to speak but stated that she would wait until the public hearing scheduled in August to share her comments.

**CLOSED SESSION**

At 6:27 P.M., Commissioner Yates, seconded by Commissioner Welch, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5  
Nay-0

*[Clerk's Note: Chairman Miller had to leave for a previous engagement during the closed session at 6:43 P.M.]*

Commissioner Yates, seconded by Commissioner Kennedy, moved to resume the open meeting at 6:47 P.M.

VOTE: Aye-4(Blust, Kennedy, Welch, Yates)  
Nay-0  
Absent-1(Miller)

**ADJOURN**

Commissioner Welch, seconded by Commissioner Kennedy, moved to adjourn the meeting at 6:47 P.M.

VOTE: Aye-4(Blust, Kennedy, Welch, Yates)  
Nay-0  
Absent-1(Miller)

ATTEST:

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

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

**AGENDA ITEM 3:**

**APPROVAL OF THE AUGUST 5, 2014, AGENDA**

Blank Page

**AGENDA ITEM 4:****WATAUGA COUNTY ARTS COUNCIL REQUEST TO MODIFY LEASE****MANAGER'S COMMENTS:**

Ms. Cherry Johnson, Watauga County Arts Council, will present a request to lease the facility located at 377 Shadowline Drive. The current lease is scheduled to expire April 15, 2015. The Arts Council has invested over \$23,000 into the building and grounds.

The term of the proposed lease is for nine (9) years commencing April 16, 2015 and ending on April 15, 2024, and shall automatically renew for successive ninety (90) day periods unless either party gives notice of its intent not to renew. Rent is one dollar (\$1) per year and any subleases must be approved by the Board of Commissioners. Should the County desire to enter into the lease, the attached resolution would need to be approved by the Board authorizing the execution of the lease with final adoption at a regular Board meeting upon 10 days' public notice.

Notice shall be given by publication describing the property to be leased, stating the annual lease payments, and announcing the Board's intent to authorize the lease at its next regular meeting. Board action is requested to tentatively approve the lease with the Watauga County Arts Council; approve the resolution authorizing the execution of the lease; and direct staff to provide public notice of the Board's intent to lease the property at 377 Shadowline Drive for one dollar (\$1) a year for a nine (9) year period to the Watauga County Arts Council to be adopted and approved at the Board's regularly scheduled meeting on August 19, 2014.

Board direction is requested.



## MEMORANDUM

To: Deron Geouque, Watauga County Manager

From: Watauga County Arts Council  
Cherry Johnson, Executive Director

Date: July 23, 2014

The Watauga County Arts Council would like to be included on the August 5, 2014 Meeting Agenda of the Watauga County Commissioners to request that the lease between the Arts Council and the Watauga County Commissioners for the building located at 377 Shadowline Drive in Boone be renewed. Our current lease is set to expire on April 15, 2015.

In May of 2013, having just finalized our lease with the Watauga County Commissioners, the Watauga County Arts Council repaired and updated the building. With the assistance of over forty volunteers, we have invested over \$23,000 in improving the facility. A significant portion of this was offset by donations from area businesses totaling almost \$9,000. The lease was finalized in early May, 2013 and we were able to hold our Grand Opening on June 8, 2013.

Since then the Blue Ridge ArtSpace has hosted nearly sixty gallery exhibitions showcasing the work of artists of all ages and from all parts of the community. We have begun our visual arts workshops and have been able to present ten very successful workshops for community members plus a children's drawing class which meets weekly. We have processed over two hundred sixty sales through our Gift Shop which features the work of over seventy local artists. Through our partnership with the Community Music School, we have been the site of over nine hundred hours of music lessons to date. We have also presented six workshops designed to advance the entrepreneurial skills of our working artists through a partnership with Handmade in America and Watauga County Economic Development Commission.

We have hosted monthly 2<sup>nd</sup> Saturday Celebrations of the Arts featuring openings for all the gallery exhibitions and over seventy artist demonstrations. We have also held our first arts festival and hosted a variety of meetings including the monthly AWE (Appalachian Women Entrepreneurs) meetings and the High Country Potters Guild meetings.

The Blue Ridge ArtSpace has already become the hub of community arts activities for Watauga County. As we continue to develop our programming this trend will undoubtedly continue.

Therefore, in order to continue to offer a wealth of arts-related programming to our community, the Watauga County Arts Council would like to request that our current lease be renewed for a term of nine (9) years, which we understand to be the maximum length of time which is allowable under state law without the lease having to be treated as a sale. We would like to propose that the primary terms of the existing lease in regards to usage, insurance, etc. remain the same as those of our current lease.

This instrument drawn by: Eggers, Eggers, Eggers and Eggers, Attorneys at Law, Boone, N. C. 28607

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this 7<sup>th</sup> day of May, 2013, by and between Watauga County, a body politic of the State of North Carolina, hereinafter referred to as Lessor; and the Watauga County Arts Council, Inc., a non-profit corporation duly formed and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as Lessee;

W I T N E S S E T H :

1. **PREMISES:** That for and in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby lease from the Lessor the entire property located at 377 Shadowline Drive; Boone, NC 28607 including full rights to the use of the parking lot located on the premises as set forth in the deed.

2. **ACCEPTANCE OF PROPERTY:** Neither the Lessor nor its agents have made any representations with respect to the building, the land upon which it is erected, or the leased property except as expressly set forth therein and no rights, easements, or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the leased property by the Lessee shall be conclusive evidence that the Lessee accepts the same "as is" with the exception of the

provision for improvements as set forth herein.

3. TERM: This lease shall be for an initial term of two (2) years, commencing on April 16, 2013 and ending on April 15, 2015, and shall automatically renew for successive ninety (90) day periods upon the termination of this term upon the same terms and conditions contained herein unless either party provides to the other not less than sixty (60) days notice that said party intends not to renew the Lease Agreement for any successive terms. However, Lessee shall have the right to terminate the Lease at any time by providing sixty (60) days written notice to Lessor.

4. RENT: The Lessee shall pay to the Lessor, rent for the premises in the amount of one dollar (\$1.00) per year for each of the years under the term of this agreement. For each renewal period following the initial term of this Lease, Lessee shall pay to Lessor rent in the amount of one dollar (\$1.00).

All such payments required under this lease shall be made to Watauga County, c/o Margaret Pierce, Finance Director, 814 West King Street, Suite 216, Boone, North Carolina, 28607, or to such other person or at such other place as Lessor may designate in writing.

5. USE OF THE PREMISES: Lessee represents and warrants that it is a North Carolina not-for-profit corporation and that its primary purpose is the promotion of art, music, and related educational activities within Watauga County. The Lessor finds that the development and promotion of art, music, and related educational activities is an appropriate community activity which it is authorized to support in accordance with North Carolina law. As such the

premises subject to this agreement shall only be used for activities which are part of the business operation of Lessee including, but not limited to visual art galleries, art and music classes, educational programs, craft enrichment, cultural enrichment programs, meetings, events, and similar activities.

6. INSURANCE: The Lessee shall obtain a public liability insurance policy for the minimum coverage of \$500,000 bodily injury and property damage liability (combined single limit), \$500,000 each occurrence and \$500,000 aggregate. Lessor shall be named as an additional insured on said policy and shall be furnished with a copy of same. Upon the Lessee's failure to obtain said public liability insurance policy, Lessor, may at its option, but is not required to do so, obtain such insurance and the costs thereof shall be paid as additional rent due and payable from Lessee on the next ensuing day that rent is due. Lessor shall not be liable to Lessee for any business interruption or any loss or damage to property or injury or death of persons occurring in or on the demised premises, or in any manner growing out of or connected with the Lessees' use and occupancy of the demised premises, or the condition thereof. This release shall also apply to the extent that such business interruption, loss or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Lessor or Lessee, or both. Nothing herein shall be construed to impose any other or greater liability upon Lessor than what would have existed in the absence of this provision. Any insurance policies of the Lessee shall contain a clause to the effect that this release shall not affect the right of the



insured to recover under such policies. The release in favor of the Lessor contained herein is in addition to and not in substitution for or in diminution of, the hold harmless and indemnification provisions of this Lease Agreement.

7. REPAIRS: Except as otherwise provided herein, the Lessee shall, at the Lessee's own expense, make all necessary repairs and replacements to the interior and exterior of the demised premises. All repairs and replacements shall be in quality and class at least equal to the original work. Upon default of the Lessee in making such repairs or replacements, the Lessor, may, but shall not be required to, make such repairs or replacements for the Lessee's account and the expense thereof which shall constitute and be collectable as additional rent.

Lessee shall perform any and all necessary maintenance upon the property, including but not limited to maintaining the porch, walkways, parking lot, sideyards, and landscaping.

8. IMPROVEMENTS OF THE PROPERTY: Any alterations or improvements may only be made by the Lessee with the written consent of the Lessor, which shall not be unreasonably withheld. Any alteration, addition or improvement made by Lessee, shall at Lessor's option become the property of the Lessor, upon the expiration or other sooner termination of this lease; provided, however, that Lessor shall have the right to require the Lessee to remove any fixtures at the Lessee's cost upon such termination of this lease. Lessee may, prior to the expiration of the Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed on the premises, provided

Lessee repairs all damage to the Premises caused by such removal.

With the written consent of the Lessor which shall not be unreasonably withheld, the Lessee shall have the right to construct, erect, place, paint, maintain and control of the demised premises, any sign or signs which may be necessary in the conduct of its business within the requirements of the Town of Boone Unified Development Ordinance, and it shall have the right to remove the sign or signs at the expiration or earlier termination of this lease, provided, that upon the removal of said sign or signs, the said building shall be put in the same condition it was in at the time of the placing or painting of said signs, as far as is reasonably possible.

9. SECURITY DEPOSIT: The Lessor shall not require Lessee to post a security deposit with Lessor during the term of this Lease Agreement.

10. UTILITIES: The Lessee shall pay all charges for gas, electricity, lights, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessor against any liability or damages on such account. Lessee shall pay all charges for water and sewer service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessee against any liability or damage on such account. Utilities shall be transferred to the Lessee as soon as feasible upon the signing of this lease.

11. ASSIGNING AND SUBLETTING: The Lessee shall not assign this lease or sublet any part of the demised premises without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessor

understands and agrees that Lessee will operate programs within the Leased Premises in conjunction with the Appalachian State University Hayes School of Music Community Music School and the Michael Patricelli Craft Enrichment Program, which are specifically approved by the Lessor to conduct programs and other functions as a licensee of the premises, so long as they comply with all terms and conditions of this Agreement.

12. SURRENDER OF THE DEMISED PREMISES: At the expiration of the initial lease term, the Lessee shall surrender the demised premises in as good a condition as they were in at the beginning of the term unless neither party has given notice of its intent not to renew the Lease pursuant to Paragraph (3) above. The parties agree and understand that the Lessor has currently determined that the Leased Premises are listed for sale by Lessor and Lessor enters into this Lease pursuant to a finding that it does not have a present need for this location pursuant to N.C. Gen. Stat. §160A-272. Subsequent to the initial lease term, in the event the Lessor receives an Offer to Purchase the premises described herein, it shall utilize the negotiated offer, advertisement, and upset bid method as described in N.C. Gen. Stat. §160A-266. Upon a determination by the Lessor that it intends to accept such an offer, it shall advertise the offer in accordance with applicable law and provide written notice to Lessee and an opportunity to bid upon the property as defined by Statute. In the event the Lessor enters into a contract for the sale of the Leased Premises to a party other than the Lessee, this Lease may be terminated by Lessor in accordance with Paragraph (3) above, at any time subsequent to the initial

lease term. During the initial lease term, Lessor shall not advertise that the property is "for sale" anywhere on the leased premises.

13. DAMAGE OR DESTRUCTION BY FIRE: In the event that the demised premises shall be damaged or destroyed by fire, the elements or other casualty, during the continuance of this lease, to such extent that same cannot be restored to as good a condition as same were in prior to such damage within ninety (90) days thereafter, either the Lessor or Lessee shall have the right to cancel or terminate this lease with the rents to be adjusted as of the date of the damage or destruction. Lessee shall be responsible for all of its personal property on or about the demised premises and shall keep the same adequately insured against loss by fire or the elements.

14. CONDEMNATION: If the whole of the demised premises shall be condemned and taken by any governmental authority or other entity having a power of eminent domain, then this lease shall immediately terminate, and the Lessee shall have no interest in any damages and/or monies paid by virtue of such condemnation.

In the event of a partial appropriation or condemnation of the demised premises that does not materially affect the Lessee's use thereof, the Lessee shall continue in possession of the unappropriated part of the demised premises under the terms and conditions hereof, except that in such case if the Lessee actually loses the use of part of the demised premises, the Lessee shall be entitled to an equitable reduction in rent payable hereunder. In the event such partial appropriation or condemnation materially affects the Lessee's use

of the demised premises, the Lessee may, at its option, terminate this lease and Lessor shall refund the Lessee any unearned rental existing at the time of said termination. However, the Lessee shall have no interest in any damages and/or monies paid by virtue of such condemnation.

Notwithstanding the foregoing, Lessee shall be entitled to a separate award made to Lessee for loss of business, moving expense or the taking of Lessee's fixtures or equipment, if a separate award for such items is made.

15. INDEMNITY: Except where caused by the intentional act of the Lessor, or its agents, employees, licensees or assigns, the Lessee shall indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, employees or invitees. In case the Lessor (the Indemnified party) shall, without fault on its part, be made a party to any litigation instituted against the Lessee (the indemnifying party), then the indemnifying party shall protect and hold the indemnified party harmless and shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the indemnified party in such litigation. In addition, Lessee shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing the covenants and agreements of the Lessee contained in this lease.

16. DAMAGES: If the demised premises shall be deserted or vacated, or

if proceedings are commenced against the Lessee in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Lessees' property either before or after the commencement of the lease term, or if there shall be a default in the payment or rent or any part thereof for more than ten (10) days after written notice that rent is past due by Lessor to Lessee, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained, or hereafter established on the part of the Lessee for more than twenty (20) days after written notice of such default by Lessor, this lease (if Lessor so elects) shall thereupon become null and void, and the Lessor shall have the right to re-enter or repossess the demised premises, either by force, summary proceedings, surrender or otherwise and dispossess and remove therefrom the Lessee, or other occupants thereof, and their effects, without being liable to any prosecution thereof. In such case, Lessor may, at its option, relet the demised premises or any part thereof, as the agent of the Lessee, and the Lessee shall pay Lessor the difference between the rent hereby reserved and agreed to be paid by the Lessor for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term.

17. QUIET ENJOYMENT: Lessor covenants that if and so long as Lessee pays the rent and performs all of the terms, covenants and conditions of this lease on Lessee's part to be performed, Lessee shall peaceably and quietly have, hold and enjoy the demised premises for the term of this lease, but always

subject to the provisions of the lease.

18. NOTICE: All notices, consents, requests, instructions or other communications provided for herein, shall be deemed validly given, made and served if in writing and either delivered personally or sent by certified or registered mail, postage prepaid and, pending the designation of another address, addressed as follows:

IF TO LESSEE:                   Watauga County Arts Council, Inc.  
   Attn: Cherry Johnson  
   Post Office Box 366  
   Boone, NC 28607

IF TO LESSOR:                   Watauga County  
   c/o Deron Geouque, Watauga County Manager  
   814 West King Street, Suite 205  
   Boone, NC 28607

Any such notices, consents, requests, instructions or other communications sent by certified or registered mail shall for the purposes of this lease be considered received three (3) business days after it is deposited in the United States Mail, postage prepaid.

19. MISCELLANEOUS: All rights and liabilities herein given to or imposed upon either of the parties hereto, shall extend to the principals, assigns and administrators of such parties. Unless the context expressly or impliedly requires or indicates a contrary meaning whenever used in this lease, a noun or pronoun in any gender shall include the remaining genders, the singular shall include the plural and the plural shall include the singular. The parties agree that each party has participated in the drafting and negotiation of this Lease Agreement and that the terms contained herein shall not be construed

against either party. The laws of the State of North Carolina shall control this lease. This agreement comprises the entire understanding of the parties and may only be modified in writing, properly executed by the parties.

IN WITNESS WHEREOF, the said Lessor and Lessee have caused this instrument to be duly executed and sealed, the day and year first above written.

LESSOR:

LESSEE:

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


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

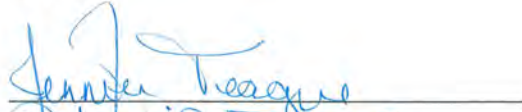
Nathan A. Miller, Chairman  
Watauga County Board  
of Commissioners

Watauga County Arts, Council, Inc.  
By: Patricia Lanno  
Title: President

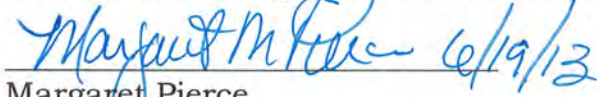
Attest:

Attest:

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

  
\_\_\_\_\_  
By: Jennifer Teague  
Title: Secretary

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

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



Blank Page

**AGENDA ITEM 5:**

**BID AWARD REQUEST FOR REPAIRS TO THE TRANSFER STATION FLOOR**

**MANAGER'S COMMENTS:**

Mr. J.V. Potter, Operations Service Director, will present bids for the repairs to the transfer station floor. Mr. Potter received three (3) bids in which Industrial Supply Solutions was the lowest responsive bidder in the amount of \$88,825. The proposal would repair approximately 9,500 square feet of floor space. The replacement of the floor was discussed during the budget process and adequate funds are available for the expense.

Staff recommends approval and award of the bid to Industrial Supply Solutions in the amount of \$88,825 for repairs to the transfer station floor.

Board action is required.

**MEMO**

**SANITATION DEPARTMENT**



7/22/2014

To: Deron Geoque, County Manager

From:JV Potter, OSD

Re: Transfer Station Floor Repair Quotes

We have received three proposals for the repair of the transfer station floor and they are as follows:

Area to be repaired- 9500 square feet:

Industrial Supply Solutions Inc.- \$9.35/sq ft.= \$88,825.00

Leak Associates Incorporated- \$13.16 /sq ft.= \$125,000.00

Tufco Carolinas, Inc.-\$15.00/sq ft.= \$142,500.00

The Sanitation Department has sufficient funds in the current budget to cover the cost of the repair. We would like to recommend Industrial Supply Solutions, Inc. to be awarded the bid in the amount of \$88,825.00 as they are the low bidder. All quotes have a five year warranty.

Please advise.

**AGENDA ITEM 6:**

**REQUEST TO SCHEDULE A PUBLIC HEARING TO ALLOW FOR CITIZEN COMMENT REGARDING PROPOSED AMENDMENTS TO THE ORDINANCE TO GOVERN HEIGHT OF STRUCTURES IN WATAUGA COUNTY**

**MANAGER'S COMMENTS:**

Mr. Furman, Planning and Inspections Director, will request the Board schedule a public hearing to seek public input on an amendment to the County's building height ordinance. Blue Ridge Mountain Club made a request to the Planning Board for the amendment. After review and consideration the Planning Board voted to recommend the ordinance change to the Board of Commissioners.

The amendment would simplify the method used to determine building height and allow the applicant an option to utilize the method as specified by the North Carolina Building and Residential Codes. No change would be made to the 40 foot height limitation.

A copy of the current ordinance, the recommended amendment, and the request from Blue Ridge Mountain Club are attached. A public hearing is required prior to amending the ordinance. Should the Board wish to consider the amendment, staff would recommend the public hearing be scheduled for the September 16, 2014, Board meeting. Mr. Furman will be present to answer any questions.

Staff seeks direction from the Board.

**DEAL, MOSELEY & SMITH, LLP**  
**ATTORNEYS AND COUNSELLORS AT LAW**  
**SUITE B, COURTHOUSE KING**  
**870 WEST KING STREET**  
**BOONE, NORTH CAROLINA 28607**  
**Telephone (828) 264-4734**

---

**James M. Deal, Jr.**  
**Allen C. Moseley**  
**Claude D. Smith, Jr. \*†**  
**Bryan P. Martin**

-----  
\* Also Licensed in Georgia  
† Certified Mediator

**Mailing Address:**  
**Post Office Box 311**  
**Boone, North Carolina 28607**  
**Facsimile (828) 264~2712**

July 21, 2014

Watauga County Department of Planning & Inspections  
Attn: Joe Furman, Director  
331 Queen St., Suite A  
Boone, NC 28607

**RE: Proposed Amendment to the Ordinance to Govern the Height of Structures in Watauga County**

Dear Joe:

On behalf of the Blue Ridge Mountain Club, I have prepared and enclosed herewith for consideration by the Planning Board a proposed Amendment to Ordinance to Govern the Height of Structures in Watauga County.

As you know, my client is in the process of beginning a condominium project in the Blue Ridge Mountain Club. The initial building for the project, like many buildings in Watauga County, is to be constructed on a downslope. The issue of determining allowable building height on a steep slope, whether it be a downslope or an upslope, is complicated. Watauga County's Ordinance incorporates the language "top of the foundation" for purposes of measuring allowable vertical height of a building or structure. This language comes directly from the Mountain Ridge Protection Act, which was adopted by the State of North Carolina in 1983. This term "top of the foundation" is not defined in the Mountain Ridge Protection Act, the North Carolina Building Code, or Watauga County's Ordinance. This lack of clarity presents confusion when determining heights on steeply sloping topography and in some cases present an unfair and harsh result for a property owner.

It is obvious when examining other ordinances in Western North Carolina that there is no consensus as to how to deal with building height calculations. Asheville's ordinance defines building height as the vertical distance measured from a single point beginning at the primary pedestrian entrance to the surface level of the highest occupied floor. Highland's ordinance defines building height as the vertical distance from the established grade elevation at the center of the front of the structure to the highest point of the roof or parapet of the structure.

Blowing Rock's ordinance defines building height as the vertical distance measured from (1) the finished ground elevation that is adjacent to the main or primary entrance in to said building or structure; (2) the highest point of said building or structure.

In order to promote fairness and clarity, we are proposing alternative calculations for purposes of determining maximum vertical height. One alternative is to take the definition of "building height" from the North Carolina Building Code. The other method of calculation is to measure from the highest point of the roof of the building or structure to the nearest point of the finished grade of the building or structure. We believe that providing an option to the applicant will in fact promote fairness and clarity for the benefit of all owners who are proposing to build a building or structure on a steep slope in Watauga County.

We appreciate your consideration.

Very truly yours,

DEAL, MOSELEY & SMITH, LLP

A handwritten signature in black ink, appearing to read 'All', with a long horizontal line extending to the right.

Allen C. Moseley  
ACM/sr

STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA

**DRAFT**

**AMENDMENT TO ORDINANCE TO GOVERN THE  
HEIGHT OF STRUCTURES IN WATAUGA COUNTY**

**WHEREAS**, the Board of Commissioners of Watauga County adopted the Ordinance to Govern Height of Structures in Watauga County in 1983 in conjunction with the Mountain Ridge Protection Act; and

**WHEREAS**, the Mountain Ridge Protection Act defines “tall buildings or structures” as any building, structure or unit within a multi unit building with a vertical height of more than 40 feet measured from the top of the foundation of said building; and

**WHEREAS**, Article I of Watauga County’s Ordinance to Govern the Height of Structures in Watauga County, as originally written, stated that “no building intended for dwelling use, may be constructed in Watauga County which building or structure will have a vertical height of more than 40 feet measured from the grade at the entrance to the structure to the highest point of the roof assembly; such building may not have more than 1 story below this entrance grade”; and

**WHEREAS**, Watauga County’s Ordinance to Govern the Height of Structures in Watauga County was amended in 1987 to incorporate the term “top of the foundation” from the Mountain Protection Act by replacing the above-referenced language in Article I to provide that “no building or structure intended for dwelling use may be constructed, reconstructed or remodeled with a vertical height of more than 40 feet measured from the top of the foundation of said building or structure to the highest point of the roof assembly; such building or structure may not have more than 1 story below this entrance grade”; and

**WHEREAS**, the issue of determining allowable building height was complicated in 2009 when the NC Building Code and NC Residential Code were amended so that basements were no longer considered for purposes of determining allowable building heights, which resulted in the County adopting an additional amendment to the Ordinance; and

**WHEREAS**, in the amendment which was adopted by the County in 2009, the County modified Article I of the Ordinance stating that “no building or structure intended for dwelling use may be constructed, reconstructed or remodeled with a vertical height of more than 40 feet measured from the top of the foundation of said building or structure as defined by the NC Building Code and NC Residential Code to the highest point of the roof assembly”; and

**WHEREAS**, neither the Mountain Ridge Protection Act, nor the NC Building Code, nor the Ordinance to Govern the Height of Structures in Watauga County provide a specific definition of “top of the foundation”, which is the origin for vertical measurement, and this lack of clarity has led to confusion when determining heights on steeply sloping topography; and

**WHEREAS**, in order to provide clarity, consistency, and fairness to property owners in Watauga County, and in order to further promote the general welfare and safety of the citizens of Watauga County, the Board of Commissioners has determined that it would be necessary and appropriate to amend the Ordinance with respect to defining the method of calculation of building height as set forth in Article I of the Ordinance.

**NOW, THEREFORE**, the Watauga County Board of Commissioners do hereby ordain, adopt and establish the following amendment to the Ordinance to Govern the Height of Structures in Watauga County:

1.) Article I - Regulation of Height of Structures is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

**ARTICLE I - REGULATION OF HEIGHT OF STRUCTURES**

No building or structure intended for dwelling use may be constructed, reconstructed, or remodeled with a vertical height of more than 40 feet. For purposes of calculating vertical height, the applicant may elect to use either of the following two methods:

- (1) 40 feet measured vertically from the highest point of the roof to the highest point of finished grade within 6 feet horizontally of an exterior wall, or
- (2) 40 feet measured vertically from the average height of the highest roof surface to the "grade plane" as defined in the NC Residential Code and NC Building Code.

Excluded from this ordinance are the following:

- (a) Water, radio, television, or telephone towers or any equipment for the transmission of electricity or communications, or both.
- (b) Structures which are slender in nature and minor vertical projections of a parent building including chimneys, flag poles, flues, spires, steeples, belfries, cupolas, antennas, poles, wires or windmills, provided that part of the structure which is higher than 40 feet is no intended for human habitation.

2.) Except as specifically amended herein, all other terms and provisions of the Ordinance, which was adopted in August of 2009 and further amended on February 18, 2014, shall remain in full force and effect.

**ADOPTED** this the \_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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



**AN ORDINANCE TO GOVERN THE HEIGHT OF STRUCTURES  
IN WATAUGA COUNTY**

WHEREAS, the Board of Commissioners of Watauga County are concerned about the health, safety and general welfare of the general public; and

WHEREAS, the fire departments of Watauga County together with other appropriate agencies have stated that structures higher than forty (40) feet are hazardous to the people in them in case of fire or other disasters; and

WHEREAS, the Watauga County Planning Board and Board of Soil and Water Conservation have requested the Board of Commissioners of Watauga County to exercise its ordinance making power to protect the fragile lands of Watauga County in order to promote the general welfare and safety of the citizens of Watauga County and the people who might visit the County; and

WHEREAS, the Board of Commissioners are authorized to enact ordinances for safety and general welfare by North Carolina General Statutes 153A-121;

NOW, THEREFORE, the Watauga County Board of Commissioners do ordain and establish the following:

**ARTICLE I- REGULATION OF HEIGHT OF STRUCTURES**

No building or structure intended for dwelling use may be constructed, reconstructed or remodeled with a vertical height of more than forty (40) feet measured from the top of the foundation of said building or structure as defined by the NC Building Code and NC Residential Code to the highest point of the roof assembly. Excluded from this ordinance are the following:

- (a) Water, radio, television, or telephone towers or any equipment for the transmission of electricity or communications, or both.
- (b) Structures which are slender in nature and minor vertical projections of a parent building, including chimneys, flagpoles, flues, spires, steeples, belfries, cupolas, antennas, poles, wires or windmills, provided the part of the structure which is higher than 40 feet is not intended for human habitation.

**ARTICLE II – PERMITS**

In the event any person, partnership, or corporation requests a building permit for a structure that is in violation of this ordinance the Watauga County Planning and Inspections Department shall deny the issuance of a building permit.

**ARTICLE III – APPEALS**

Appeals from a final binding decision by the Department of Planning and Inspections may be taken to the Board of Adjustment by giving written notice of appeal to the Department and the Clerk to the Board of Commissioners within thirty (30) days following issuance of the final decision. The appeal shall contain the grounds thereof.

**ARTICLE IV – VARIANCES**

When unnecessary hardships would result from strict application of the ordinance, upon application by an aggrieved party with standing, the Board of Adjustment may hold a hearing pursuant to NCGS §160A-

388 (a2) and may grant variances to the provisions of the ordinance in accordance with the standards and procedures established in NCGS §160A-388(d), and as established by County policy.

ARTICLE V- ENFORCEMENT AND PENALTIES

Violations of this ordinance shall be subject to the same criminal sanctions, civil penalties and equitable remedies as violations of any county ordinance under North Carolina General Statute 153A-123.

ARTICLE VI- SEVERABILITY

Should any section or provision of this ordinance be found by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part so found to be unconstitutional or invalid.

ARTICLE VII – REPEAL

This ordinance replaces, in its entirety, the existing ordinance entitled An Ordinance to Govern the Height of Structures in Watauga County, adopted March 15, 1983. The previous ordinance shall be repealed as of the effective date of this ordinance.

ARTICLE VIII – EFFECTIVE DATE

This ordinance shall become effective on the 2<sup>nd</sup> day of November, 1987.

Amended the 18<sup>th</sup> Day of February, 2014.

Blank Page

**AGENDA ITEM 7:**

**MAINTENANCE MATTERS**

***A. Bid Award Request for Truck Purchase***

**MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will present bids for the purchase of one (1) 2015 Ford F250 4x4 pickup truck. Mr. Marsh received three (3) bids in which Boone Ford was the lowest responsive bidder in the amount of \$22,623.02.

Board action is requested to award the bid to Boone Ford for one (1) 2015 Ford F250 4X4 pickup truck in the amount of \$22,623.02 plus \$684.69 for tax and tag, for a total amount of \$23,307.71. Adequate funds have been budgeted to cover the expenditure.

Board action is required.



## WATAUGA COUNTY MAINTENANCE DEPARTMENT

---

969 West King St., Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RJM*

SUBJECT: 2015 Ford F250

DATE: July 16, 2014

### BACKGROUND

The Maintenance Department 1998 Dodge 2500 4X4 pickup runs poorly and has significant rust and corrosion damage. Due to the age and overall poor condition, a decision was made to surplus the truck rather than investing in a major repair.

The Maintenance Department solicited bids from area Ford dealers for a new F250 4X4 as specified on the North Carolina State Contract with power windows, power door locks and a snow plow prep package (heavier leaf springs).

Funding of \$23,500 was approved in the 14-15 Maintenance Department budget to cover the cost of this truck.

### BID SUMMARY

Boone Ford	\$22,623.02
Ashe County Ford	\$22,642.60
Capital Ford	\$22,648.00

### RECOMMENDATION

Staff recommends that the County award the bid to the low bidder, Boone Ford for a price of \$22,623.02.

Boone Ford  
\$ 22,623.02

**Robert.Marsh**

---

**From:** Ben Hoyal [ben.hoyal@boonefordlm.com]  
**Sent:** Tuesday, July 15, 2014 2:31 PM  
**To:** Robert.Marsh  
**Subject:** Fwd: WATUGUA COUNTY F250  
**Attachments:** WebConnect.pdf; WebConnect.pdf; WebConnect.pdf; WebConnect.pdf; WebConnect.pdf

Robert--

These are the specs for the truck---I can order it asap---

Ben

----- Forwarded message -----

**From:** Harry Kelley <hkelly@zianet.com>  
**Date:** Tue, Jul 15, 2014 at 1:30 PM  
**Subject:** WATUGUA COUNTY F250  
**To:** Ben Hoyal <ben.hoyal@boonefordlm.com>

32,009.02 inv  
-9,386.00 gpc

-----  
22,623.02 our cost, net net.

Looks like the only thing that change was the fuel charge.

CNGP530

VEHICLE ORDER CONFIRMATION

07/15/14 13:25:59

Dealer: F21665

Page: 1 of 2

2015 F-SERIES SD

Order No: 5555 Priority: J1 Ord FIN: QD495 Order Type: 5B Price Level: 515

Ord PEP: 600A Cust/Flt Name: WATUGUA COUNT PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
F2B	F250 4X4 SD R/C	\$33840	\$31217.00	JOB #1 BUILD		
	137" WHEELBASE			10000# GVWR PKG		
Z1	OXFORD WHITE		213	ELECTRONIC SOF	185	158.00
A	VNYL 40/20/40		473	SNOW PLOW PKG	85	73.00
S	STEEL			SPARE TIRE/WHL5	NC	NC
600A	PREF EQUIP PKG			12.5K TRLR HTCH	NC	NC
	.XL TRIM			TELE TT MIR-PWR		
	.TRAILER TOW PKG					
572	.AIR CONDITIONER	NC	NC	TOTAL BASE AND OPTIONS	36715	32009.02
	.AM/FM STER/CLK			TOTAL	36715	32009.02
996	.6.2L EFI V8 ENG	NC	NC	*THIS IS NOT AN INVOICE*		
44P	6-SPD AUTOMATIC	NC	NC	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
TBM	LT245 BSW AT 17	125	107.00			
X4M	4.30 ELOCKING	390	333.00	* MORE ORDER INFO NEXT PAGE *		
90L	PWR EQUIP GROUP	895	763.00			
F1=Help	F2=Return to Order			F8=Next		
F4=Submit	F5=Add to Library			F3/F12=Veh Ord Menu		
				F9=View Trailers		
S006 - MORE DATA IS AVAILABLE.						QC09923

CNGP530

VEHICLE ORDER CONFIRMATION

07/15/14 13:26:28

Dealer: F21665

Page: 2 of 2

2015 F-SERIES SD

Order No: 5555 Priority: J1 Ord FIN: QD495 Order Type: 5B Price Level: 515

Ord PEP: 600A Cust/Flt Name: WATUGUA COUNT PO Number:

RETAIL DLR INV

RETAIL DLR INV

JACK

794	PRICE CONCESSN		
	REMARKS TRAILER		
	SP DLR ACCT ADJ	(1422.00)	
	SP FLT ACCT CR	(444.00)	
	FUEL CHARGE	22.02	
B4A	NET INV FLT OPT	NC	7.00
	DEST AND DELIV	1195	1195.00

TOTAL BASE AND OPTIONS 36715 32009.02

TOTAL 36715 32009.02

\*THIS IS NOT AN INVOICE\*

\*TOTAL PRICE EXCLUDES COMP PRICE ALLOW\*

F1=Help

F4=Submit

F2=Return to Order

F5=Add to Library

F7=Prev

F3/F12=Veh Ord Menu

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC09923



CNGP870

TRAILER INFORMATION DISPLAY

07/15/14 11:26:42 Meeting

Dealer: F21665

=>

Model Year: 15    Body Series: F2B    Order No: 5555    Spec Ord No:

PRICE CONCESSION TRAILER:

Account Code ID: 10

Contract/Ref #: 05-154F

Bid Date: 02/03/14

State: NC

Concession Amt: 9386

RETURN=Continue Processing  
F3/F12=Veh Ord Menu  
S005 - INQUIRY IS COMPLETE.

F1=Help

F2=Return to Order

QC09923



From James Torr Gov,t Sales Mgr  
 Phone #,s Cell 910-367-7218 Office 910-442-4042 Fax 910-452-2017  
 E-Mail [jtorr@capitalofwilmington.com](mailto:jtorr@capitalofwilmington.com)

DATE March 11th 2014  
 INVOICE TO Watuga County

FINAL QUOTE 2014 FORD VEHICLES / NC STATE CONTRACT

<i>BASE ORDER- YR/MODEL</i>	Contract 070G Item # 36 2015 F250 4x4	\$22,357
<i>OPTIONS</i>	Painted White/Delivered	Included
	Snow Plow prep. Pkg.	\$80
	Heated Mirrors	\$211

Line - X spray bedliner \$475 Extra

---

TOTAL PRICE \$ 22,648.00

*BASE ORDER- YR/MODEL*  
*OPTIONS*

---

TOTAL PRICE \$ -

*2 Locations to better serve you*

---

4222 Oleander Drive / Wilmington, NC 28403 / (910) 799-4060  
 5501 Market Street / Wilmington, NC 28405 / (910) 313-3200

**Robert.Marsh**

---

**From:** mlittle@ashecountyford.net  
**Sent:** Thursday, July 03, 2014 2:53 PM  
**To:** Robert.Marsh  
**Subject:** Re:

Robert, Truck is available,\$21.60 price increase. Order must be submitted by 10/31/2014. Mike

March 2014 Bid \$ 22,621.00  
July 2014 Increase + 21.60  
-----  
\$ 22,642.60

On 2014-07-02 14:24, Robert.Marsh wrote:

Good Afternoon Mike,

Is this truck still available for the same price?

Thank you,

Robert Marsh

Watauga County

**AGENDA ITEM 7:****MAINTENANCE MATTERS*****B. Proposed Contract for Architectural Services for Medics Base #3*****MANAGER'S COMMENTS:**

At the May 7, 2014 Board meeting, a motion was made to employ Innovative Designs as the architects for the new medic base and to authorize staff to negotiate a contract to be approved at a future meeting. Negotiations have been completed and the recommended contract is included for review and approval by the Board. Staff was able to negotiate a fixed fee of \$45,000, which protects the County should the project come in higher than budgeted. The current budget for the project is \$667,000 of which \$126,000 has been spent for land and preliminary engineering.

The County Attorney has reviewed the contract. Staff recommends the Board approve the contract with Innovative Designs in the amount of \$45,000 for architectural services for the new medic base.

Board action is required.



# WATAUGA COUNTY MAINTENANCE DEPARTMENT

---

969 West King St., Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

TO: Deron Geouque, County Manager  
FROM: Robert Marsh, Maintenance Director *m*  
SUBJECT: Medic Base #3 Contract for Architectural Service  
DATE: July 22, 2014

## BACKGROUND

The Board of County Commissioners approved the selection of Innovative Design, Inc. as project architects for the new Medic Base #3 project at their May 7, 2014 meeting. Staff and the County attorney have been negotiating contract terms with Innovative Design and a final contract has been prepared for your review and the Board's consideration.

Please note this contract is a standard AIA document and the architect's compensation is a fixed fee of \$45,000.

## RECOMMENDATION

Staff recommends that the Board enter into the agreement for architectural services with Innovative Design, Inc. Their selection and contract negotiations were in compliance with the standard protocol for qualification based selection required by the State of North Carolina.

There is money available in the FY 14-15 to cover the cost for this service.

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the      day of July in the year 2014  
*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Watauga County Board of Commissioners  
814 West King St.  
Boone, NC 28607  
Telephone Number: 828-265-8000  
Fax Number: 828-264-3230

and the Architect:  
*(Name, legal status, address and other information)*

Innovative Design, Inc.  
850 West Morgan Street  
Raleigh, NC 27603  
Telephone Number: 919-832-6303  
Fax Number: 919-832-3339

for the following Project:  
*(Name, location and detailed description)*

1403 - Watauga County Medic Base 3  
Intersection of US Highway 321 and Willowdale Church Rd.; Vilas, NC

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

AIA Document B101<sup>™</sup> – 2007 (formerly B151<sup>™</sup> – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

January 5, 2015

.2 Substantial Completion date:

September 8, 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init. / AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000 each; \$2,000,000 general aggregated

.2 Automobile Liability

\$1,000,000

.3 Workers’ Compensation

\$500,000

.4 Professional Liability

\$1,000,000

**ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES**

§ 3.1 The Architect’s Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Init. AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.



§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution made without the Architect’s approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

In addition to the services enumerated in the Standard Form of Agreement Between Owner and Architect, Innovative Design shall provide the following as part of our Basic Services:

Programming:	ID shall conduct one meeting with key players in Watauga plus follow-up as necessary. ID will provide written documents detailing goals and objectives that result from the input received.
Multiple Designs:	ID shall provide two schematic floor plan options.
Civil Engineering	Only coordination with Valor that handles all design 10’ outside building. There is no other civil design in ID’s contract.
Interior Design	ID shall list finishes (including colors of walls, ceilings, and floor finishes). ID’s electrical engineer shall specify light fixtures.
Value Engineering	ID shall not provide services relative to furniture or furnishing selections. ID shall provide energy simulations and LCC analysis of various viable energy alternatives (including daylighting options and mechanical systems).
Cost Estimate	ID shall provide a cost estimate.
As-Builts	ID shall obtain the final marked up changes from the GC and shall develop a CAD document for Record Drawings.
Telecommunications	Elm Engineering has included running CAT6 wiring from outlets to a centralized communications patch panel. Elm has not included any work associated with developing an emergency call system
Commissioning	Commissioning efforts would be limited to typical services provided during substantial and final inspections.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project’s requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner’s approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

5

I900766828)

49

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

1900766828)

6

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall act in the best interests of the Owner and render decisions in good faith.

#### § 3.6.2.5

#### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

7

1900766828)

51

submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's written approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

8

1900766828)

affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Note 2: See Section 3.1.6 for services provided within Basic Services.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	See Note #2	
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		
§ 4.1.6 Building Information Modeling (E202™–2008)		
§ 4.1.7 Civil engineering	See Owner Note 1	
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™–2007)		
§ 4.1.10 Value Analysis (B204™–2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™–2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™–2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner’s consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™–2007)		
§ 4.1.22 Commissioning (B211™–2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™–2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™–2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)		

Owner Note 1: Any work required regarding Civil Engineering including finish grades and temporary and permanent seeding shall be the responsibility of Valor Engineering, PLLC through a separate Contract with the Owner.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Except as noted in 4.3.2, Additional Services shall only be rendered by the Architect pursuant to a written Change Order to provide such additional services. Any services provided without first obtaining a written Change Order shall not entitle the Architect to any additional compensation.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 Reserved.

To avoid delay in the Construction phase, the Architect may receive Additional Services associated with time required to address problems identified in the field, that necessitate timely action. In this case, the Architect will, with reasonable promptness, notify the Owner

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Seven ( 7 ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

10

1900766828)

§ 4.3.4 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions upon the Architect's submittals in writing in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.



§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner shall provide the services of a Civil Engineer currently identified as Valor Engineering, PLLC.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

1900766828)

12

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

*(Paragraph deleted)*

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

13

1900766828)

57

arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with the rules for mediated settlement conferences for Superior Court matters within the State of North Carolina. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the County where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

14

1900766828)

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Notwithstanding the provisions of this section, the parties acknowledge that Owner is a political subdivision of the State of North Carolina, and is subject to the public records laws as set forth in N.C. Gen. Stat. §132-1 et seq. As such, any information subject to the laws governing the disclosure of documents in the possession of a governmental body shall prevail over the terms of this section. In the event a request is made for documents marked 'Confidential' by the Architect, the Owner shall provide twenty days notice to Architect of the request and allow Architect an opportunity to object to the production of such document. In the event the document is not produced at Architect's request and litigation ensues for production of that document, Architect agrees to indemnify and hold harmless Owner from any and all costs and expenses, including reasonable attorney fees, which may be incurred related to the 'Confidential' document.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

A fixed fee of \$45,000.00 (forty-five thousand dollars), including engineering services (except Civil Engineering).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Principals:	\$135/hour
Architects/Engineers:	\$100/hour
Energy Analysts:	\$100/hour
CADD:	\$ 90/hour

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

16

1900766828)

60

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Principals:	\$135/hour
Architects/Engineers:	\$100/hour
Energy Analysts:	\$100/hour
CADD:	\$ 90/hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Ten	percent (	10	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Thirty	percent (	30	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Principals:	\$135/hour
Architects/Engineers:	\$100/hour
Energy Analysts:	\$100/hour
CADD:	\$ 90/hour

<b>Employee or Category</b>	<b>Rate</b>
-----------------------------	-------------

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

None

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty ( 40 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

8 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

All civil engineering and site related work shall be performed by Valor Engineering, Inc. Architect shall design plumbing and electrical schematics within the building and up to ten feet (10') outside the building. Architect and Valor shall coordinate their efforts so that all systems will function to the satisfaction of Owner. Coordination with Valor Engineering, Inc. is included in Architect's fee, and shall not be considered an Additional Service.

Architect's fee as set forth above shall also include at least:

One programming meeting

One presentation of SD/DD to County

Monthly site visits to inspect the progress of the work and compliance with the design as prepared by Architect

Final Inspection of the project at completion of construction

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

18

1900766828)

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

*(Signature)*

Deron Geouque, County Manager

*(Printed name and title)*

*(Signature)*

Michael H. Nicklas, FAIA, President

*(Printed name and title)*

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.



# Additions and Deletions Report for AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:33:34 on 07/22/2014.

## PAGE 1

AGREEMENT made as of the     day of July in the year 2014

...

Watauga County Board of Commissioners  
814 West King St.  
Boone, NC 28607  
Telephone Number: 828-265-8000  
Fax Number: 828-264-3230

...

Innovative Design, Inc.  
850 West Morgan Street  
Raleigh, NC 27603  
Telephone Number: 919-832-6303  
Fax Number: 919-832-3339

...

1403 - Watauga County Medic Base 3  
Intersection of US Highway 321 and Willowdale Church Rd.; Vilas, NC

## PAGE 2

January 5, 2015

...

September 8, 2015

## PAGE 3

\$1,000,000 each; \$2,000,000 general aggregated

...

\$1,000,000

...

\$500,000

...

\$1,000,000

PAGE 4

In addition to the services enumerated in the Standard Form of Agreement Between Owner and Architect, Innovative Design shall provide the following as part of our Basic Services:

<u>Programming:</u>	ID shall conduct one meeting with key players in Watauga plus follow-up as necessary. ID will provide written documents detailing goals and objectives that result from the input received.
<u>Multiple Designs:</u>	ID shall provide two schematic floor plan options.
<u>Civil Engineering</u>	Only coordination with Valor that handles all design 10' outside building. There is no other civil design in ID's contract.
<u>Interior Design</u>	ID shall list finishes (including colors of walls, ceilings, and floor finishes). ID's electrical engineer shall specify light fixtures. ID shall not provide services relative to furniture or furnishing selections.
<u>Value Engineering</u>	ID shall provide energy simulations and LCC analysis of various viable energy alternatives (including daylighting options and mechanical systems).
<u>Cost Estimate</u>	ID shall provide a cost estimate.
<u>As-Builts</u>	ID shall obtain the final marked up changes from the GC and shall develop a CAD document for Record Drawings.
<u>Telecommunications</u>	Elm Engineering has included running CAT6 wiring from outlets to a centralized communications patch panel. Elm has not included any work associated with developing an emergency call system
<u>Commissioning</u>	Commissioning efforts would be limited to typical services provided during substantial and final inspections.

PAGE 5

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

PAGE 7

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents. act in the best interests of the Owner and render decisions in good faith.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

Additions and Deletions Report for AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

## PAGE 8

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's written approval and execution in accordance with the Contract Documents.

## PAGE 9

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Note 2: See Section 3.1.6 for services provided within Basic Services.

...

§ 4.1.1	Programming (B202™-2009)	See Note #2	
---------	--------------------------	-------------	--

...

§ 4.1.7	Civil engineering	See Owner Note 1	
---------	-------------------	------------------	--

...

Owner Note 1: Any work required regarding Civil Engineering including finish grades and temporary and permanent seeding shall be the responsibility of Valor Engineering, PLLC through a separate Contract with the Owner.

## PAGE 10

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Except as noted in 4.3.2, Additional Services shall only be rendered by the Architect pursuant to a written Change Order to provide such additional services. Any services provided without first obtaining a written Change Order shall not entitle the Architect to any additional compensation.

...

§ 4.3.2 Reserved.

To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of these services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services: phase, the Architect may receive Additional Services associated with time required to address problems identified in the field, that necessitate timely action. In this case, the Architect will, with reasonable promptness, notify the Owner

- .1—Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2—Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- .3—Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4—Evaluating an extensive number of Claims as the Initial Decision Maker;

Additions and Deletions Report for AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

1900766828)

- ~~.5 — Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~
- ~~.6 — To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.~~

...

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Seven ( 7 ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

#### PAGE 11

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions ~~and approve upon~~ the Architect's submittals in writing in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

#### PAGE 12

§ 5.13 The Owner shall provide the services of a Civil Engineer currently identified as Valor Engineering, PLLC.

#### PAGE 13

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

#### PAGE 14

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered ~~by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ in accordance with the rules for mediated settlement conferences for Superior Court matters within the State of North Carolina. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place County where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

[ XX ] Litigation in a court of competent jurisdiction

PAGE 16

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Notwithstanding the provisions of this section, the parties acknowledge that Owner is a political subdivision of the State of North Carolina, and is subject to the public records laws as set forth in N.C. Gen. Stat. §132-1 et seq. As such, any information subject to the laws governing the disclosure of documents in the possession of a governmental body shall prevail over the terms of this section. In the event a request is made for documents marked 'Confidential' by the Architect, the Owner shall provide twenty days notice to Architect of the request and allow Architect an opportunity to object to the production of such document. In the event the document is not produced at Architect's request and litigation ensues for production of that document, Architect agrees to indemnify and hold harmless Owner from any and all costs and expenses, including reasonable attorney fees, which may be incurred related to the 'Confidential' document.

...

A fixed fee of \$45,000.00 (forty-five thousand dollars), including engineering services (except Civil Engineering).

...

Principals:	<u>\$135/hour</u>
Architects/Engineers:	<u>\$100/hour</u>
Energy Analysts:	<u>\$100/hour</u>
CADD:	<u>\$ 90/hour</u>

PAGE 17

Principals:	<u>\$135/hour</u>
Architects/Engineers:	<u>\$100/hour</u>
Energy Analysts:	<u>\$100/hour</u>
CADD:	<u>\$ 90/hour</u>

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as otherwise stated below:

...

Schematic Design Phase	<u>Twenty</u> percent (	<u>20</u> %)
Design Development Phase	<u>Ten</u> percent (	<u>10</u> %)
Construction Documents Phase	<u>Thirty-five</u> percent (	<u>35</u> %)
Bidding or Negotiation Phase	<u>Five</u> percent (	<u>5</u> %)
Construction Phase	<u>Thirty</u> percent (	<u>30</u> %)

...

Principals:	<u>\$135/hour</u>
Architects/Engineers:	<u>\$100/hour</u>
Energy Analysts:	<u>\$100/hour</u>
CADD:	<u>\$ 90/hour</u>

PAGE 18

Additions and Deletions Report for AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:33:34 on 07/22/2014 under Order No.2160440015\_1 which expires on 05/04/2015, and is not for resale.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

...

None

...

§ 11.10.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty ( 40 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

8 % per annum

...

All civil engineering and site related work shall be performed by Valor Engineering, Inc. Architect shall design plumbing and electrical schematics within the building and up to ten feet (10') outside the building. Architect and Valor shall coordinate their efforts so that all systems will function to the satisfaction of Owner. Coordination with Valor Engineering, Inc. is included in Architect's fee, and shall not be considered an Additional Service.

Architect's fee as set forth above shall also include at least:

One programming meeting

One presentation of SD/DD to County

Monthly site visits to inspect the progress of the work and compliance with the design as prepared by Architect

Final Inspection of the project at completion of construction

PAGE 19

Deron Geouque, County Manager

Michael H. Nicklas, FAIA, President

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Michael Nicklas, FAIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:33:34 on 07/22/2014 under Order No. 2160440015\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

## **AGENDA ITEM 8:**

### **COMMUNICATIONS & EMERGENCY SERVICES**

#### ***A. Out-of-State Travel Request***

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

At the November 19, 2013, meeting the Board approved the submission of a grant application to the North Carolina Emergency Management for a hazardous materials exercise in the amount of \$10,000. The exercise scenario entails an accident in which hazardous materials would be released into the Watauga River affecting the counties of Watauga, Avery, Johnson and Carter with the latter two being located in Tennessee.

As part of the grant, out-of-state travel to Tennessee is required to complete the exercise. Board approval is requested to authorize out-of-state travel for the staff members of the Emergency Services Department to attend the tabletop exercise.





# WATAUGA COUNTY

080514 BCC Meeting

## Department of Communications & Emergency Services

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

FAX (828) 265-7617

Jeff Virginia-Director

Email: [Jeff.Virginia@watgov.org](mailto:Jeff.Virginia@watgov.org)

July 22, 2014

From: Jeff Virginia  
To: Watauga County Board of Commissioners  
Reference: Out of state travel  
Cc: Deron Geouque

---

Attached are 4 travel authorization requests for the Emergency Management staff that are involved in the Hazardous Materials Exercise that involves Watauga, Avery and Johnson Counties. This travel is for the tabletop exercise that will take place in Tennessee at the Lakeshore Marina on August 9, 2014.

I respectfully request the approval of this request for this important training.

**WATAUGA COUNTY  
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST**

DATE: Jul 21, 2014      BUDGET ACCOUNT NUMBER: \_\_\_\_\_

NAME: Jeff Virginia      TITLE: Director      DEPARTMENT: Communications/Emer Svcs

DESTINATION: Hampton, Tenn      MEETING DATES FROM: Aug 9, 2014      TO: Aug 9, 2014

Out of State travel?  YES  
If yes, BCC approval is required and must be signed by County Manager.  NO

DEPARTURE: Aug 9, 2014 7:00 a.m.      RETURN: Aug 9, 2014

Purpose: Hazardous Material Tabletop Exercise

Overnight Accommodations Required?  YES  NO

Name of Hotel/Motel: \_\_\_\_\_

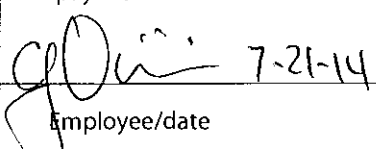
Rate per night/person: \_\_\_\_\_      Government Discount?  YES  NO

Method of Transportation:  County Vehicle     Personal Vehicle     Air     Other

Cost: \_\_\_\_\_      Explanation: \_\_\_\_\_

Estimated Expenses				TOTALS
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.				.00
MEALS	Breakfast:	X		
	Lunch:	X		
	Dinner:	X		
LODGING	Single Rate:	X		
*OTHER				
TOTAL				.00


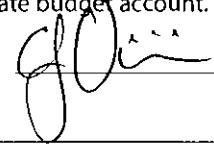
Remarks: \_\_\_\_\_

Are funds requested in advance? <input type="radio"/> Yes <input checked="" type="radio"/> No Form is Mathematically Correct: <input type="radio"/> Yes <input type="radio"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.   7-21-14 Employee/date	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.  Department Head _____ County Manager (Out of State) _____
Finance Staff/Date		

WATAUGA COUNTY  
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST

DATE	Jul 21, 2014	BUDGET ACCOUNT NUMBER	
NAME:	Paul Buchanan	TITLE	Asst. Fire Marshal
		DEPARTMENT	Communications/Emer Svcs
DESTINATION	Hampton, Tenn	MEETING DATES FROM:	Aug 9, 2014 TO: Aug 9, 2014
Out of State travel? If yes, BCC approval is required and must be signed by County Manager.	<input checked="" type="radio"/> YES <input type="radio"/> NO	DEPARTURE	Aug 9, 2014 7:00 a.m. RETURN Aug 9, 2014
		Purpose	Hazardous Material Tabletop Exercise
Overnight Accommodations Required?	<input type="radio"/> YES <input checked="" type="radio"/> NO	Name of Hotel/Motel	
		Rate per night/person	Government Discount? <input type="radio"/> YES <input type="radio"/> NO
Method of Transportation: <input checked="" type="radio"/> County Vehicle <input type="radio"/> Personal Vehicle <input type="radio"/> Air <input type="radio"/> Other			
Cost		Explanation:	

Estimated Expenses				TOTALS
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.				.00
MEALS	Breakfast:		X	
	Lunch:		X	
	Dinner:		X	
LODGING	Single Rate:		X	
*OTHER				
TOTAL				.00

Remarks:		
Are funds requested in advance? <input type="radio"/> Yes <input checked="" type="radio"/> No Form is Mathematically Correct: <input type="radio"/> Yes <input type="radio"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.  Employee/date	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account. Department Head  County Manager (Out of State)
Finance Staff/Date		

WATAUGA COUNTY  
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST

DATE Jul 21, 2014 BUDGET ACCOUNT NUMBER

NAME: Steve Sudderth TITLE: Fire Marshal DEPARTMENT: Communications/Emer Svcs

DESTINATION: Hampton, Tenn MEETING DATES FROM: Aug 9, 2014 TO: Aug 9, 2014

Out of State travel?  YES  
If yes, BCC approval is required and must be signed by County Manager.  NO

DEPARTURE: Aug 9, 2014 7:00 a.m. RETURN: Aug 9, 2014

Purpose: Hazardous Material Tabletop Exercise

Overnight Accommodations Required?  YES  NO

Name of Hotel/Motel: \_\_\_\_\_

Rate per night/person: \_\_\_\_\_ Government Discount?  YES  NO

Method of Transportation:  County Vehicle  Personal Vehicle  Air  Other

Cost: \_\_\_\_\_ Explanation: \_\_\_\_\_

Estimated Expenses				TOTALS
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.				.00
MEALS	Breakfast:		X	
	Lunch:		X	
	Dinner:		X	
LODGING	Single Rate:		X	
*OTHER				
TOTAL				.00

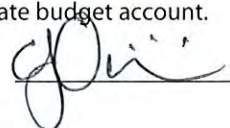
Remarks:

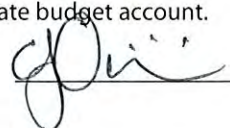
Are funds requested in advance?  
 Yes  No


Form is Mathematically Correct:  
 Yes  Approved as corrected

If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.

I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.

Department Head: 

County Manager (Out of State): 

Finance Staff/Date: \_\_\_\_\_ Employee/date:  7/21/14

**WATAUGA COUNTY  
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST**

DATE Jul 21, 2014 BUDGET ACCOUNT NUMBER \_\_\_\_\_

NAME: Sandra Hollars TITLE Admin Assistant DEPARTMENT Communications/Emer Svcs

DESTINATION Hampton, Tenn MEETING DATES FROM: Aug 9, 2014 TO: Aug 9, 2014

Out of State travel?  YES  
If yes, BCC approval is required and must be signed by County Manager.  NO

DEPARTURE Aug 9, 2014 7:00 a.m. RETURN Aug 9, 2014

Purpose Hazardous Material Tabletop Exercise

Overnight Accommodations Required?  YES  NO

Name of Hotel/Motel \_\_\_\_\_

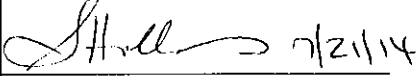
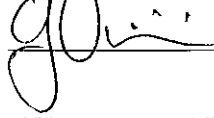
Rate per night/person \_\_\_\_\_ Government Discount?  YES  NO

Method of Transportation:  County Vehicle  Personal Vehicle  Air  Other

Cost \_\_\_\_\_ Explanation: \_\_\_\_\_

Estimated Expenses				TOTALS
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.				.00
MEALS	Breakfast:	X		
	Lunch:	X		
	Dinner:	X		
LODGING	Single Rate:	X		
*OTHER				
TOTAL				.00

Remarks: \_\_\_\_\_

Are funds requested in advance? <input type="radio"/> Yes <input checked="" type="radio"/> No Form is Mathematically Correct: <input type="radio"/> Yes <input type="radio"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.  7/21/14	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account. Department Head  County Manager (Out of State) _____
Finance Staff/Date	Employee/date	

**AGENDA ITEM 8:****COMMUNICATIONS & EMERGENCY SERVICES*****B. Proposed HMGP Grant Application*****MANAGER'S COMMENTS:**

Mr. Steve Sudderth, Fire Marshal, will present an application to the Hazardous Mitigation Grant Program (HMGP) to apply for funding for the demolition and removal of a home located at 131 Morningside Drive in Boone. Several years ago numerous homes located in the area were demolished and removed along Morningside Drive (see attached map) as part of a HMGP project. At that time, the subject property owner was not interested in participating in the project. However, continued flood related issues after the sale of the home has prompted the new owners to request participation in the HMGP. Based on conversations with Mr. Sudderth, the Town of Boone is not interested in participating in the current application leaving the County the only option for assistance and relief for the home owners.

The total cost of the project is \$215,874 with a required match of \$53,968.50, which is to be paid by the State. The only cost to the County would be staff time and maintenance (mowing/weed eating) of the property once the project is completed. Staff would continue to work with the Town for possible incorporation into the existing lots already mitigated. A copy of a map including the location of the subject property is included.

Should the Board wish to proceed with the application, approval and adoption of the enclosed resolution would be required designating the County Manager as the Primary Agent and the Fire Marshal as the Secondary Agent.

Staff seeks direction from the Board.

PARID: 2910685401000  
MORNINGSIDE DR

COWART, DAVID A COWART, MICHELLE D  
131 MORNINGSIDE DR







**II. APPLICANT INFORMATION**

The answer to both 1 and 2 below must be "yes" to be considered eligible.

1. Does your community have a current FEMA approved multi-hazard mitigation plan?  Yes  No

Location of proposed project in mitigation plan strategies Page 8.5

Title of Plan: North Carolina Enhanced State Hazard Mitigation Plan

Adoption Date: May 21, 2013

Is the project type covered in the State 322 Plan? Y Page 756-757 Section/Part \_\_\_\_\_

2. Is the community a member of good standing with the National Flood Insurance Program?  Yes  No

3. CID Number: \_\_\_\_\_

4. Tax ID Number 56-6001816 FIPS Code: 037189 DUNS Number: \_\_\_\_\_

5. U.S. Congressional District: 5th Congressman Name: Virginia Foxx

6. State Senatorial District: 45th Senator Name: Dan Soucek

7. State Legislative District: 82<sup>nd</sup>, 45<sup>th</sup> Representative Name: Jonathan Jordan

**8. Primary Point of Contact:**

The Primary Point of Contact is the person responsible for coordinating the implementation of this proposal, if approval in granted.

Ms.  Mr.  Mrs. Name: First Steve Last Name: Sudderth

Title: Fire Marshall/EM Coordination

Street Address: 184 Hodges Gap Road

City: Boone State: NC Zip Code: 28607

Telephone: 828/264-4235 Fax: 828/262-5725 Mobile: \_\_\_\_\_ E-mail Address: steve.sudderth@watgov.org

**9. Alternate Point of Contact:**

The Alternate Point of Contact is the person that can address questions or concerns in the Primary Point of Contact's absence.

Ms.  Mr.  Mrs. Name: First Steve Last Name: Sudderth

Title: Fire Marshall/EM Coordination

Street Address: 184 Hodges Gap Road

City: Boone State: NC Zip Code: 28607

Telephone: 828/264-4235 Fax: 828/262-5725 Mobile: \_\_\_\_\_ E-mail Address: steve.sudderth@watgov.org

## 10. Application Prepared by:

Ms.  Mr.  Mrs. First Steve Last Name: Sudderth  
 Name:  
 Title: Fire Marshall/EM Coordination  
 Street Address: 184 Hodges Gap Road  
 City: Boone State: NC Zip Code: 28607  
 Telephone: 828/264-4235 Fax: 828/262-5725 Mobile: \_\_\_\_\_ E-mail Address: steve.sudderth@watgov.org

## 11. Authorized Applicant Agent:

The Authorized Applicant Agent MUST be the chief executive officer, mayor, etc. This person must be able to sign contracts, authorize funding allocations or payments, etc.

Ms.  Mr.  Mrs. First \_\_\_\_\_ Last Name: Geouque  
 Name:  
 Title: County Manager  
 Street Address: 814 West King Street Suite 205  
 City: Boone State: NC Zip Code: 28607  
 Telephone: 828-265-8000 Fax: 828-264-3230 Mobile: \_\_\_\_\_ E-mail Address: Deron.Geouque@watgov.org

## III. PROJECT DESCRIPTION

1. History of Hazards - The assessment of the frequency and severity of an event for hazards being mitigated should be discussed for the community affected by this project. Tie past damage history events to the proposed mitigation project.

This project application for acquisition/demolition of 1 structure located in Watauga County will eliminate the impact of hurricanes, tornadoes and flooding. Benefits have been calculated based on hazards impacting the structure.

**Hurricane and Tropical Storm** – According to the National Hurricane Center’s historical storm track records, 15 hurricane or tropical storm tracks have passed within 75 miles of the High Country Region since 1850. This includes: one Category 2 hurricane, one Category 1 hurricane, and thirteen tropical storms. Hurricane Hugo, which impacted the region in 1989, remained a Category 2 storm until just before entering the High Country Region in Watauga County as a tropical storm. The Category One storm track passed several miles east of the region in 1893. Of the recorded storm events, three tropical storms traversed directly through the High Country Region. The National Climatic Data Center did not report any event associated with a hurricane or tropical storm in the High Country Region between 1950 and 2011. However, federal records indicate that disaster declarations were made in 1989 (Hurricane Hugo), 2004 (Tropical Storm Frances), and 2004 (Hurricane Ivan). Hurricane and tropical storm events can cause substantial damage in the area due to high winds and flooding. Flooding is generally the greatest hazard of concern with hurricane and tropical storm events in the High Country Region. Most events do not carry winds that are above that of the winter storms received by the High Country counties.

**Flood** - Information from the National Climatic Data Center was used to ascertain historical flood events. The National Climatic Data Center reported a total of 163 events throughout the High Country Region since 1993. Flash Floods and Urban/Small Stream Flooding account for the majority of these events. These events accounted for \$17.7 million (2012 dollars) in property damage due to flood events throughout the region. There were no reported injuries or deaths.

According to FEMA flood insurance policy records as of February 2012, there have been 216 flood losses reported in the High Country Region through the National Flood Insurance Program (NFIP) since 1970, totaling over \$2.8 million in claims payments. It should be emphasized that these numbers include only those losses to structures that were insured through the

NFIP policies, and for losses in which claims were sought and received. It is likely that many additional instances of flood loss in the High Country Region were either uninsured, denied claims payment, or not reported.

## **2. Project Description / Protection Provided/Scope of Work Narrative**

Describe, in detail, the proposed project. Explain how the proposed project will solve the problem(s) and provide the level(s) of protection described in Section D. Include a description of the desired outcome and methodology of the mitigation activity in terms of mitigation objectives to be achieved.

Do not generalize, but address the specific benefits (e.g., who, what, how, where and when). Be explicit and concise; assume that the reader has no knowledge of your situation or your community.

**The scope of work description must map to the line items in the budget. Reference any unique property-specific issues. For acquisition, reference the FMV appraisal appeal process per NCEM HM Branch SOPs. Also reference the line items included in NCEM's Standard Values for Acquisitions.**

**Also, please provide a narrative regarding the property selection criteria (a requirement of the Environmental Justice Executive Order)**

### **Scope of Work Summary**

This HMGP application is for acquisition and demolition of 1 residential structure located within the boundaries of the special flood hazard area. [See attached Property Site Inventory (PSI) sheet which lists all properties along with applicable costs and relevant data]. The subject structure was damaged by a common hazard condition, heavy rainfall. The structure is situated along a narrow corridor immediately inland from the Sound.

Acquisition and demolition of this residential structure removes it from the 100 year floodplain. Removal of this residence from the floodplain eliminates future losses by designating future land use as "open space in perpetuity," and a deed restriction will be applied as such by Watauga County. Acquisition and demolition is by far the most effective solution for this important project.

### Scope of Work Methodology – Timeline and Line Item Budget

In order to execute this activity, NCEM will:

- A. **Execute a Grant Agreement Between NCEM and Watauga County.** The grant agreement is the official contract between the State of North Carolina and the County. It is an official attestation of the Scope of Work as portrayed in this application.
- B. **Project Kick-off and Procurement** – Develop Bid Specifications and Bid Package for Services; Receive and Review Bids for Services. Watauga County will bid out for services to procure: a) North Carolina-certified appraisers to determine pre-disaster Fair Market Value for structures in the Scope of Work; b) a licensed surveyor to conduct a “metes and bounds” survey of each property; c) research for the title opinion for each property; d) potentially a contractor to manage the grant-specific paperwork for this project.
- C. **Conduct Title Work, Survey, and Appraisal Process** – The County’s selected contractors will: a) conduct a detailed title search for each property to ensure that the property owner has “clear title” and that no issues arise; b) conduct a “metes and bounds” survey of each property (not an Elevation Certificate) to determine the legal property lines for each parcel as a basis for resolving any potential encroachment issues; c) conduct an appraisal process to determine pre-disaster Fair Market Value for each property according to NCEM Standard Operating Procedures. Pre-disaster Fair Market Value (FMV) will be offered as an option to U.S. Citizens, as captured by the Homeowner Intake Application and UHMA Guidance. The HGMP grant pays for first appraisal to determine pre-disaster FMV. If a property owner wishes to appeal he/she can do so and procure a second appraisal at his/her expense. If the average of the two appraisals is within 15% of each other, the higher value is determined to be the acceptable FMV. If the two appraisals are more than 15% of each other, the HMGP grant will pay for a third appraisal and the average of the three will be determined as final FMV. Duplication of benefits will be deducted from the FMV during closing. All appraisal summaries will be documented as FEMA closeout deliverables. For additional details on title work, surveys and the appraisal process, see NCEM Mitigation Standard Operating Procedures for Acquisition (Chapter 6) <http://www.nccrimecontrol.org/div/em/hazardmitigation/StandardOperatingProcedures.pdf>.
- D. **Property Acquisition/Closing** – Watauga County will schedule the closing with the property owners in the Scope of Work who are final voluntary participants. A final HUD-1 will be executed between the property owner and the County per NCEM Acquisition SOP’s. <http://www.nccrimecontrol.org/div/em/hazardmitigation/StandardOperatingProcedures.pdf>
- E. **Asbestos Inspection** – Watauga County will procure and conduct asbestos inspections for all structures in the Scope of Work which have been acquired and are on target to be demolished.
- F. **Demolition (including procurement of demolition contracts, and asbestos abatement).** Watauga County will bid out for demolition contractual and asbestos abatement services to ensure that the final parcels meet the UHMA model deed restriction, UHMA Guidance, and 44 CFR definitions for “open space in perpetuity.” Watauga County and NCEM will also closely explore the role of ICC in the demolition process, and coordinate with NFIP officials on ICC claim filing for demolition (as appropriate) to avoid any potential duplication of benefits. Watauga County will follow NCEM Standard Operating Procedures for Demolition per NCEM Hazard Mitigation SOP’s (Chapter 7). <http://www.nccrimecontrol.org/div/em/hazardmitigation/StandardOperatingProcedures.pdf>.
- G. **Application of Deed Restriction to Acquired Parcel.** Watauga County will apply a deed restriction to all acquired properties in the Scope of Work. The restrictive language will follow the UHMA Model Deed Restriction Guidance to be provided to the County by NCEM during the project implementation (“kick-off”) meeting. The Deed Restriction will hold the acquired parcel as “open space in perpetuity,” and will be recorded in the Watauga County Register of Deeds. A copy of this deliverable will be provided at closeout.
- H. **Closeout Process.** Watauga will notify NCEM once the Scope of Work for the project is complete. NCEM will then conduct a detailed site inspection of each parcel to verify UHMA compliance. NCEM will also inspect local files related to the project and also obtain copies of FEMA-required closeout deliverables referred to in the UHMA Guidance and FEMA award Letter. NCEM will not pay the final reimbursement request (“Cost Report”) from the County until the final site inspection is conducted and any corrective actions (if any) are addressed. A closeout

request letter, FEMA closeout certification statement, and required deliverables will be submitted no later than the end of the 90 day administrative closeout (liquidation) period following the last day of the period of performance. Please note that any Period of Performance extension requests will be submitted to FEMA no later than 90 days prior to the end of the POP end date in the FEMA Award Letter. Also, any potential re-uses of the parcel consistent with the UHMA Model Deed Restriction will be submitted by Watauga County to the State Hazard Mitigation Officer for review and potential submission to FEMA as a request separate from the scope of this grant.

### Notes on the Line Item Budget

- A. Expenses noted in the attached line item budget correlate to activities undertaken in the Scope of Work.
- B. Project Management is expenses primarily related to Watauga County's time to administer grant-related paperwork and activities. The sum total of project management is not to exceed 5% of the total soft cost and construction budget, and is represented as \$5,000/property based on NCEM standard values.
- C. NCEM standard values are maintained as templates in the NCEM Hazard Mitigation Branch online library. Standard Values for acquisition and demolition projects have been determined based on statewide market conditions calibrated for each project cost type (i.e. first appraisal, title work, third appraisal, survey, demolition costs/square foot, closing/legal costs, deed preparation, and asbestos inspection and abatement). On an annual basis, these costs are recalibrated based on actual costs of these line items received statewide. The purpose of NCEM standard values is to determine a reasonable project costs for *grant development purposes*. \*\*Actual expenses are reimbursed on the "back end" of the project implementation process via the submission of Cost Reports by Watauga County to NCEM. Cost Reports are analyzed for programmatic eligibility and cost by NCEM project managers per NCEM Hazard Mitigation Financial Management SOPs – Draw Downs page 2-20.

<http://www.nccrimecontrol.org/div/em/hazardmitigation/StandardOperatingProcedures.pdf>. Actual expenses will often reflect the post-award procurement outcomes and bid process in Step 2 of the Timeline, above.

- D. Fair Market Value – Fair Market Value has been determined by the Watauga County tax department to be a tax multiplier of 1.39 over the tax value represented on the tax cards. Through its Standard Values, NCEM assigns a tax multiplier to tax value to come to a conservative but reasonable best estimate of what FMV is likely to be determined as per the appraisal process. Please note that a commercial property estimate tool was used and the tax value of 1.39 very closely correlated to the values on this site, and therefore a multiplier of 1.39 has been confirmed as best available data.

### 3. Decision-Making Process

Describe the **process** you used to decide that this project is the best solution to the problem. Explain **why** this project is the best alternative. This should coincide with information supplied in VI. Alternative Actions. Address questions such as:

- Are you focusing on the area in your community that has the greatest potential for losses?
- Have you considered the risks to critical facilities and structures and benefits to be obtained by mitigating this vulnerability?
- Have you considered those areas or projects that present the greatest opportunities given the current situation an interest in your community?
- Are you addressing a symptom or the source of the problem? Addressing the source of the problem is a long-term solution which provides the most mitigation benefits.

If impacts to the environmental/historic preservation, natural, cultural or historic resources have been identified, explain how your alternatives and proposed project address, minimize, or avoid these impacts.

Acquisition provides a permanent solution for the structure flooding in the flood prone areas of Watauga County. It eliminates the risk of any further damage to the structures.

In addition to reducing the public cost of recovery and reconstruction, acquisition is a tool for accomplishing other community goals. The use of acquisition as a mitigation tool can help to increase floodplain storage capacity, preserve wetlands, maritime forests, estuaries and other natural habitats, and provide open space, beach access, and parks and recreation areas.

The second alternative is to relocate the chosen structures outside the floodplain. This alternative would be impeded by the lack of buildable housing sites in Watauga County. Additionally, there are unknowns relating to type of ground, code requirements by the county as well as the bidding process that will need to be done in order to accomplish the alternative project. These unknowns could add considerable costs to the alternative project budget.

**4. Hazards to be Mitigated / Level of Protection**

a. Select the primary hazard the proposed project will mitigate:

- |                                       |   |   |  |
|---------------------------------------|---|---|--|
| <input type="checkbox"/> Drought      | <input checked="" type="checkbox"/> Flood | <input type="checkbox"/> Mud/Landslide              | <input type="checkbox"/> Snow                  |
| <input type="checkbox"/> Earthquake   | <input type="checkbox"/> Freezing         | <input type="checkbox"/> Severe Ice Storm           | <input checked="" type="checkbox"/> Tornado    |
| <input type="checkbox"/> Fire         | <input type="checkbox"/> Land Subsidence  | <input checked="" type="checkbox"/> Severe Storm(s) | <input checked="" type="checkbox"/> Windstorms |
| <input type="checkbox"/> Other (list) |   |   |  |

b. Select all other hazards the proposed project will mitigate:

- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> Biological      | <input checked="" type="checkbox"/> Earthquake | <input type="checkbox"/> Land Subsidence             | <input type="checkbox"/> Special Events     |
| <input type="checkbox"/> Chemical        | <input type="checkbox"/> Fire                  | <input type="checkbox"/> Mud/Landslide               | <input type="checkbox"/> Terrorist          |
| <input type="checkbox"/> Civil Unrest    | <input type="checkbox"/> Fishing Losses        | <input type="checkbox"/> Nuclear                     | <input type="checkbox"/> Tornado            |
| <input type="checkbox"/> Crop Losses     | <input checked="" type="checkbox"/> Flood      | <input checked="" type="checkbox"/> Severe Ice Storm | <input type="checkbox"/> Toxic Substances   |
| <input type="checkbox"/> Dam/Levee Break | <input type="checkbox"/> Freezing              | <input checked="" type="checkbox"/> Severe Storm(s)  | <input type="checkbox"/> Windstorms         |
| <input type="checkbox"/> Drought         | <input type="checkbox"/> Human Caused          | <input checked="" type="checkbox"/> Snow             | <input type="checkbox"/> Other (list below) |

**5. Site**

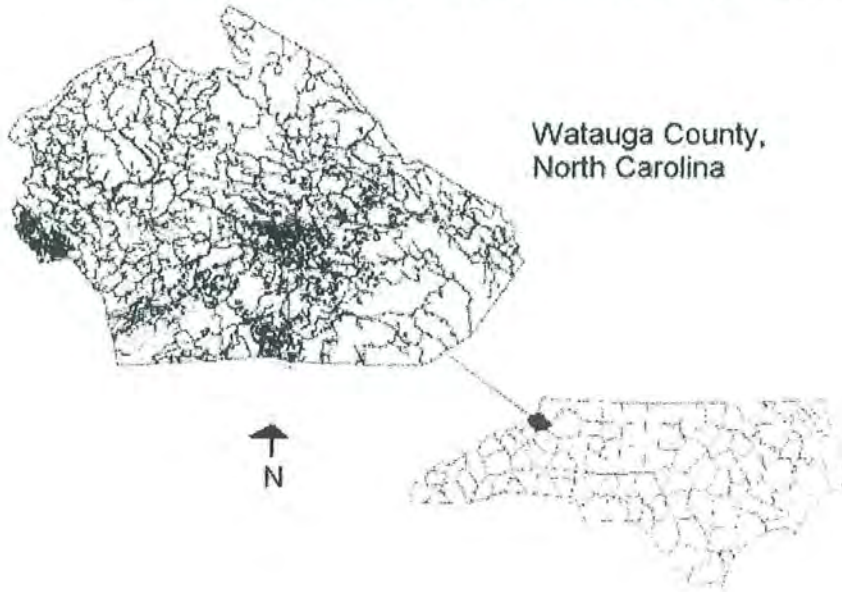
A. Physical Location/Community Information

Describe the area and population affected/protected by this project, including location. Provide demographic and geographic information.

Watauga County is a county located in the U.S. state of North Carolina.

- Located in the northwestern portion of North Carolina, Watauga County occupies 312.51 square miles.
- Watauga County has mountainous terrain with several peaks reaching 5,000 feet in elevation.
- Climatically, Watauga County experiences all four seasons. Summer typically is warm with thunderstorms, fall weather is cool and wet, winter is cold with an array of frozen precipitation, and spring is temperate. All seasons are highlighted with precipitation.
- According to the U.S. Census Bureau, Watauga County has a projected population of 45,196 for 2008.
- Although Watauga County is primarily a rural county there are four incorporated municipalities within the county.

- There are approximately 136.4 persons per square mile.



B. Population Affected

Provide the percent of the population benefiting from this mitigation activity. Explain your response.

100% - By reducing the public cost of recovery for those affected by an incident.

**6. Maps**

Please attach the following maps with the project site and structures marked on the map. Use SAME ID number as in the property worksheet.

- Flood Insurance Rate Map (FIRM). If the FIRM for your area is not published, please attach a copy of the Flood Hazard Boundary Map (FHBM).
- USGS 1:24,000 topo map
- Parcel Map (Tax Map, Property Identification Map, etc.)
- Overview photographs. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas which affect the project site of will be affected by the project.

**Additional Comments**

7. Enter any additional comments related to the proposed project's description, if desired.

**IV. SCOPE OF WORK / BUDGET**

In this section, provide the details of all costs of the project. For estimates, reasonable projections are essential.

**1. Acquisition**

a. Estimated Pre-Event Fair Market Value	\$ 189,400.00	
b. Estimated Cost for Demolition	\$ 9,624.00	
c. Estimated Appraisal Cost (1 <sup>st</sup> & 3 <sup>rd</sup> )	\$ 1,000.00	
d. Estimated Asbestos Inspection & Removal	\$ 2,500.00	
e. Wells, Septic, UST, Grading & Seeding	\$ 3,100.00	
f. URA	\$ .00	
g. Pre-Mitigation Survey	\$ 1,200.00	
h. Project Management & Intake Interview	\$ 5,500.00	
i. Estimated Legal/Closing Cost incl title	\$ 2,050.00	
j. Level I ESA	\$ 1,500.00	
<hr/>		
l. Program Income	\$ 0	
m. Duplication of Benefits	\$ 0	
<hr/>		
k. Total of a - j	\$ 215,874.00.	
<hr/>		
<hr/>		
<hr/>		
n. Total of l & m	\$ 0	
<hr/>		
o. Subtract n. from k. to determine Total Cost to Acquire Property	\$ 0	
<hr/>		

**2. Total Project Cost (A+B)**

Proposed Project Total Cost:	\$ 215,874.00
75% Federal Share:	\$ 161,905.50
25% Non-Federal Match:	\$ 53,968.50

NOTE: Round figures to the nearest dollar.

**3. Non-Federal Funding Share (25% of Total Cost)**

List all sources and amounts utilized in the non-federal share including all in-kind services. In-Kind services may not exceed the 25% non-federal share. If any portion of the non-Federal share will come from non-applicant sources (donated services, private donation, etc.), attach letters of funding commitment for each non-applicant source.



Source	Name of Source Agency	Type Funding	Amount	Commitment Letter Attached
State Of NC	NCEM		\$ 53,968.50	See Admin Plan
			\$	
			\$	
			\$	
			\$	

Source = State, Local, Private Non-Profit, Other  
 Source Agency = Specific entity providing match  
 Type Funding = Administration, Cash, Consulting Fees, Engineering Fees, Equipment Operation/Rental, Labor, Supplies, Other

**4. Describe how you will manage the costs and schedule, and how you will ensure successful performance. (Must Reference Fiscal SOP regarding reimbursement of eligible expenses following award and procurement)**

The North Carolina Department of Public Safety (DPS), Division of Emergency Management is the primary grantee of the funds processed through Smartlink and will follow FEMA’s regional requirements and procedures for processing and reporting disbursements of these funds to the subgrantee. The state administers HMGP and will disburse funds in accordance with state and federal regulations. Cost Reports are analyzed for programmatic eligibility and cost by NCEM project managers per NCEM Hazard Mitigation Financial Management SOPs – Draw Downs, page 2-20. <http://www.nccrimecontrol.org/div/em/hazardmitigation/StandardOperatingProcedures.pdf>.

**5. Maintenance**

The following questions are to give assurance on the project’s maintenance over its useful life. Please answer each question and give a brief explanation.

- a. What is the proposed land use after acquisition? (i.e., Agriculture, Recreation, Vacant Land, Park, Wetlands, etc.)

Watauga County and its municipalities will assume responsibility for maintaining acquired lots as “open space in perpetuity” returning the land to its natural habitat.

- b. Will the project require periodic maintenance?

Maintenance funding will be outside the HMGP grant.

- c. Who will provide the maintenance?

Watauga County and its municipalities will assume responsibility.

- d. What is the cost of maintenance on an annual basis?

\$0

**6. Additional Comments**

Enter any additional comments related to the proposed project’s funding, if desired.

**V. TIMELINE / TASKS**

1. Insert the proposed work schedule as tasks to accomplish the overall goal of the proposed activity, i.e., appraisals, title search, closing, etc., and provide a description of the task’s purpose. This timeline will be used as a measurement tool for progress in the project’s implementation and is included in the required Quarterly Reports. Also, FEMA uses the timeline for determining the approved period of performance. It will be the basis used to justify delays or extensions, if necessary, and should be estimated carefully. The first and last entries are state requirements and have already been entered. The timeline ties into the narrative Scope of Work and the line-item budget.

Task 1:	<b>Execute Grant Agreement between NCEM and Subgrantee</b>	Timeframe: <u>2 months</u>
Task 2:	<b>Project Kick off and Procurement: Develop Bid Specifications and Bid Package for Services; Receive and Review Bids for Services</b>	Timeframe: <u>3 months</u>
Task 3:	<b>Conduct Title Work, Survey, and Appraisal Process (up to 3 appraisals to determine Fair Market Value)</b>	Timeframe: <u>4 months</u>
Task 4:	<b>Property Acquisition/Closing</b>	Timeframe: <u>4 months</u>
Task 5:	<b>Asbestos Inspections</b>	Timeframe: <u>2 month</u>
Task 6:	<b>Demolition (including procurement of demolition contracts and asbestos abatement)</b>	Timeframe: <u>10 months*</u>
Task 7:	<b>Application of Deed Restriction to Acquired Parcel</b>	Timeframe: <u>3 months</u>
Task 8:	<b>Closeout Process</b> Watauga County will notify NCEM once the Scope of Work is complete. NCEM will then conduct a final field inspection, inspect local files related to the project, and obtain copies of FEMA-required acquisition closeout deliverables that are referred to in the UHMA Guidance and FEMA Award Letter.	Timeframe: <u>2 months</u>
<b>Total Timeframe (must not exceed 1,095 days, 36 months, or 3 years)</b>		<u>30</u>

\*Each structure will be demolished within 90 days of closing in accordance with 44 CFR 80.17(c)(6).

2. The start date for any proposed project begins upon FEMA approval. If a specific timeframe is needed, provide an explanation.

Start date would encompass FEMA review and obligation and subsequent drafting, review, and circulation of NCEM-Watauga County Grant Agreement.

**VI. ALTERNATIVE ACTIONS**

List **two feasible** alternative projects to mitigate the hazard(s) in the project area. One alternative is the “No Action Alternative.”

**1. No Action Alternative**

Discuss the impacts on the project area if no action is taken.

- A. Not taking a mitigation action is an option, but not an acceptable one. The reasoning for rejecting the No Action Alternative is that doing so will not mitigate any risks. The entire project area is in the 100-year floodplain. Without any action of the impacted structures future 100-year or greater flood events would cause significant damages and/or loss of life.

2. **Other Feasible Alternative Project Title:**  
Elevation

A. Project Description and Scope of Work

Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Please include scope of work, engineering details (if applicable), estimated budget and the impacts of this alternative. Also, explain how the alternative project will solve the problem(s) and/or provide protection for the hazard(s).

1. The second alternative is to elevate the 2 structures this program was voluntary and the applicants did not want to be elevated. Note on project costs: project costs were estimated based on NCEM standard values for elevation, including \$60/sq foot for elevation/foundation retrofit, and \$26,200 for soft costs, relocation, and other expenses. This estimate is based on best available data from successful elevations in eastern North Carolina and is for planning purposes only.

B. Other Feasible Project Location

1. Attach a map or diagram showing the alternative site in relation to the proposed project site. (same site as project submitted)
2. Photographs of alternative site. (Same as project submitted)

C. Funding Sources (round figures to the nearest dollar). The maximum Federal share for all mitigation projects is 75%. The remaining 25% (non-Federal share) is the responsibility of the applicant. HMGP funds may be packaged with other Federal funds; however, on Federal funds which lose their Federal identity at the State level may be used for the non-Federal share. Please list below the funding amounts for the proposed alternative project.

Proposed Project Total Cost:	\$	215,874.00
75% Federal Share:	\$	161,905.50
25% Non-Federal Match:	\$	53,968.50

D. Impacts of Other Feasible Alternative Project

Discuss the impact of this alternative on the project area. Include comments on these issues: Environmental Justice; Endangered Species; Wetlands, Hydrology (Upstream and Downstream Impacts); Floodplain/Floodway; Historic Issues; Hazardous Materials.

**VII. ENVIRONMENTAL REQUIREMENTS**

The applicant *must* provide certain environmental documentation to the state before the State and FEMA can adequately review any proposed project. The Council on Environmental Quality (CEQ) has developed regulations to implement the National Environmental Policy Act (NEPA). These regulations, as set forth in Title 40, Code of the Federal Regulations (CFR) Parts 1500-1508, require an investigation of the potential environmental impacts of a proposed federal action, and an evaluation of alternatives as part of the environmental assessment process. The FEMA regulations that establish the agency-specific process for implementing NEPA are set forth in 44 CFR Subpart 10.

As any proposed project requires specific documentation relative to its potential effect on the physical, biological and built environment, the below sections will assist you in insuring proper documentation is submitted for your respective project. In some instances, additional documentation may be required prior to funding.

*NOTE: In coordinating with the below listed agencies, please provide several original photographs of the project site and adjacent area/structures, a description of the project referencing structure/site addresses, and a map of sufficient scale and detail that show the project site and surrounding project area (area of potential effects).*

Attach documentation (letters, permits, etc.) from coordination with the following Federal and State agencies. For region-specific contacts, addresses, and phone numbers, please refer to Appendix A of this handbook.

Environmental Requirement	Coordinating Agency	Attached to Application
<b>National Historic Preservation Act: Historical Structures and Archeological Resources</b>		
Does your project affect or is it in close proximity to any buildings or structures of any kind?	State Historic Preservation Office	Yes- attached
Does your project involve disturbance of ground?		
<b>Endangered Species Act and Fish and Wildlife Coordination Act</b>		
Does your project remove vegetation?	U.S. Department of the Interior (Fish and Wildlife Service) & State Categorical Exclusion Document	Minimal
Is your project in or near any type of waterway or body of water? (within ½ mile)		Yes- letter requesting review attached- (awaiting reply)
Is the project not contained within existing structures, or may it result in changes or potential effects to the natural environment?		No
Are there threatened or endangered species or their critical habitat present in the project area or within the county the project is located within?		Potential- letter requesting review attached- (awaiting reply)
Will this activity require an Aquatic Resource Alteration Permit?		No
<b>Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)</b>		
Will the project involve work near or in a waterway, dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designed as "waters of the U.S." as identified by the US Army Corps of Engineers or on the National Wetland Inventory?	U.S. Army Corps of Engineers	No (but consultation letter attached)
Will the project require a National Pollutant Discharge Elimination System (NPDES) permit from the U.S. Environmental Protection Agency?	NC Department of Environment & Natural Resources	No
<b>Executive Order 11988 (Floodplain Management)</b>		
Is the project located in a FEMA identified 100 or 500 year floodplain (on a FIRM map), in a FEMA identified floodway, or identified as a floodplain through some other source?	National Flood Insurance Program	n/a
Does the project alter a watercourse, water flood patterns, or a drainage way, regardless of its floodplain designation? Will the activity require a CLOMR (Conditional Letter of Map Revision)?	U.S. Army Corps of Engineers & National Flood Insurance Program	No
<b>Farmland Protection Policy Act</b>		
Will the project convert more than 5 acres of farmland outside community limits and require documentation from the USDA National Resource Conservation Service (Prime, Unique or other Important Farmlands)?	U.S. Department of Agriculture	No
<b>Hazardous and Toxic Materials</b>		
Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?	Hazardous Materials Property Survey Individual Property Survey Form	No
Are there any studies, investigations, or enforcement action related to the property associated with the proposed project?		No
Do any project construction or operation activities involve the use of hazardous or toxic materials, i.e., asbestos, lead paint, heavy metals, etc.?		No
Do you know what the current and past land-uses are of the property affected by the proposed project and the adjacent properties?		No

Environmental Requirement	Coordinating Agency	Attached to Application
<b>Executive Order 12898, Environmental/Historic Preservation Justice for Low Income and Minority Populations</b>		
Is the project in an area of low income or minority populations and require documentation on Environmental Justice information (census, economics, housing, and employment)?	U.S. Census Bureau	Census info in narrative
Will the project cause any changes that may affect nearby low income or minority populations result in adverse effects, or change availability of services?		No
<b>Other Environmental Laws or Issues</b>		
Are there any controversial issues associated with this project?	Local Applicant Narrative	No
Have you conducted any public meetings or solicited public input or comments on your specific proposed mitigation activity(ies)?	Local Applicant Narrative	Yes (public notice meeting will be held once funds are awarded)
Will this activity require a Construction Stormwater Permit?	NC Department of Environment & Natural Resources	No

**Additional Comments**

Enter any additional comments related to environmental concerns for the proposed project if desired.

**VIII. ASSURANCES - Part 80.13**

As the authorized representative of this application, I certify that Watauga County, hereinafter called the Applicant will: *Name of Applicant* Ensure that participation by property owners is voluntary. The prospective participants have been informed in writing that participation in the program is voluntary, that the Applicant will not use its eminent domain authority to acquire their property for the project purposes should negotiations fail;

1. Ensure each property owner will be informed, in writing, of what the Applicant considers to be the fair market value of the property. The Applicant will use the Model Statement of Voluntary Transaction to document this and will provide a copy for each property after award;
2. Accept all of the requirements of the FEMA grant and the deed restriction governing the use of the land, as restricted in perpetuity to open-space uses. The Applicant will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. The community will seek FEMA approval, via the State, for any changes in language differing from the Model Deed Restriction.
3. Ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date;
4. Demonstrate that it has consulted with the US Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system, and will reject future consideration of such use if it accepts FEMA assistance to convert the property to permanent open-space;
5. Demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the Federal aid systems are under consideration that will affect the subject property;
6. Remove existing structures within 90 days of settlement;
7. Post grant award, ensure that if property interested is conveyed, it is only with the prior approval of the FEMA Regional Director, via the State, and only to another public entity or to a qualified conservation organization pursuant to 26 CFR 1.170A-14;

- 8. Submit every three years to the Grantee, who will then submit to the FEMA Regional Director, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the State and FEMA, its representatives, designated authorities, and assigns are responsible for taking measures to bring the property back into compliance; and
- 9. Not seek or accept the provision of, after settlement, disaster assistance for any purpose from any Federal entity with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement.
- 10. Assure the project will meet all national, state or local codes and standards applicable for the jurisdiction including, but not limited to, building, construction, public notification, floodplain development, etc.
- 11. Accept responsibility, at its own expense if necessary, for the **routine** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

As the duly authorized representative of the Applicant, I hereby certify that the Applicant will comply with the identified assurances and certifications.

Deron Geouque  
*Typed Name of Authorized Representative/Applicant Agent*

County Manager  
*Title*

828-265-8000  
*Telephone Number*

  
*Signature of Authorized Representative/Applicant Agent*

  
*Date Signed*

## IX. ASSURANCES – Construction Programs SF424D

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

*As the duly authorized representative of the applicant, I certify that the applicant:*

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability including funds sufficient to pay the non-Federal share of project costs to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of Sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act f 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.),

as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub agreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

County Manager  
TITLE

Watauga County  
APPLICANT ORGANIZATION

DATE SUBMITTED

SF-424D (Rev. 7-97) Back



## **X. ASSURANCES Government Wide Requirements for Drug Free Workplace 44CFR17**

### **Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

#### **1. LOBBYING**

- A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
  - (b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;
  - (c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

#### **2. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or locally) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.623:

- (A) The applicant certifies that it will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  - (e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e. regional office or FEMA office.
  - (f) Taking one of the following actions against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.
  - (g) Making a good effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance	Street	City	State	Zip Code
Watauga County	184 Hodges Gap Road	Boone	NC	28607

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

County Manager  
TITLE

Watauga County  
APPLICANT ORGANIZATION

DATE SUBMITTED

## North Carolina Division of Emergency Management Summary Sheet for Application Assurances and Certifications

Name of Applicant: Watauga County

Project Title: Watauga County

Applicant's Designated Agent: Deron Geouque

This summary sheet references Assurances and Certifications that must be read, signed and submitted as part of each application for hazard mitigation funding. The Applicant's Designated Agent must indicate each item included in the application package. Failure to submit this required information will result in the delay or possible removal of the application from hazard mitigation funding consideration.

The complete application package includes submittal of the following items:

- Application for hazard mitigation funding
- Certified, Double-sided Designation of Applicant's Agent form
- Signed Maintenance Agreement
- Signed SF424- Application for Federal Assistance
- Signed FEMA Form 20-16 which includes the following:
  - FEMA Form 20-16A- Assurances- Non-Construction Programs (if applicable to project type)
  - FEMA Form 20-16B- Assurances- Construction Programs (if applicable to project type)
  - Completed FEMA Form 20-16C- Certifications Regarding Lobbying: Debarment, Suspension, and Other Responsibility Matters: and Drug Free Workplace Requirements
  - Completed and Signed SF LLL- Disclosure of Lobbying Activities

The undersigned certifies that the checked items have been read and signed.

Deron Geouque  
*Name of Designated Agent*

County Manager  
*Title*

 \_\_\_\_\_  
*Signature of Designated Agent*

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

RESOLUTION DESIGNATION OF APPLICANT'S AGENT North Carolina Division of Emergency Management	
Organization Name (hereafter named Organization): <b>Watauga County</b>	Disaster Number:
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): North Carolina Department of Crime Control and Public Safety	
Applicant's Fiscal Year (FY) Start	Month: Day:
Applicant's Federal Employer's Identification Number: <b>56-6001816</b>	
Applicant's Federal Information Processing Standards (FIPS) Number: <b>037189</b>	
PRIMARY AGENT	SECONDARY AGENT
Agent's Name <b>Deron Geouque</b>	Agent's Name <b>Steve Sudderth</b>
Organization <b>Watauga County</b>	Organization <b>Watauga County</b>
Official Position <b>County Manager</b>	Official Position <b>E M Coordinator</b>
Mailing Address <b>814 West King Street Suite 205</b>	Mailing Address <b>184 Hodges Gap Road</b>
City, State, Zip <b>Boone, NC 28607</b>	City, State, Zip <b>Boone, NC 28607</b>
Daytime Telephone <b>828-265-8000</b>	Daytime Telephone <b>828-264-4235</b>
Facsimile Number <b>828-264-3230</b>	Facsimile Number <b>828-262-5725</b>
Pager or Cellular Number	Pager or Cellular Number <b>828-964-0683</b>
<p>BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief &amp; Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.</p>	
PASSED AND APPROVED this _____ day of _____, 20__	
GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name
Name and Title	Official Position
Name and Title	Daytime Telephone
CERTIFICATION	
I, _____ (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____ 20__ .	
Date: _____	Signature: _____

## APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including, but not limited to the following authorities: OMB Circulars Nos. A-87, A-95, A-102 and A-110, where applicable, and Part 13 of Title 44 of the Code of Federal Regulations (C.F.R.), as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurance contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grant or agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 205, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishment of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, P.L. 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assurance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

### STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

## North Carolina Division of Emergency Management Maintenance Agreement

All Applicants must sign this maintenance agreement should the proposed project involve the retrofit or modification of existing public property or result in the public ownership or management of property, structures, equipment, or facilities.

NOTE: This form does not have to be completed for projects that involve retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion.

Watauga County \_\_\_\_\_, of the State of North Carolina, hereby agrees  
*(Name of Applicant)*

that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the routine maintenance of any property, structures, equipment or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris; stream channels, culverts, and storm drains clear of obstructions and debris; detention/retention ponds free of debris, trees, and woody growth; and maintaining equipment in an operable state.

By signing this agreement, the Applicant acknowledges and accepts maintenance responsibility to preserve the long-term mitigation effectiveness of the project. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal laws or regulations which are in force on the date of project award.

Deron Geouque \_\_\_\_\_  
*(Name of Designated Agent)*

County Manager \_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Signature of Designated Agent)*

\_\_\_\_\_  
*(Date)*

**APPLICATION FOR  
FEDERAL ASSISTANCE**

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION:

Application  Construction  Non-Construction  
 Preapplication  Construction  Non-Construction

2. DATE SUBMITTED	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: <b>Watauga County</b> Address (give city, county, state, and zip code): <b>184 Hodges Gap Road Boone NC 28607</b>	Organizational Unit: Name and telephone number of person to be contacted on matters involving this application (give area code) <b>828-264-4235</b> <b>Steve Sudderth</b>
---	---

6. EMPLOYER IDENTIFICATION NUMBER (EIN): <b>56 - 6001816</b>	6.a. DUNS NUMBER: <b>089488216</b>	7. TYPE OF APPLICANT: (enter appropriate letter in box) <input checked="" type="checkbox"/> <b>B</b>
---	---------------------------------------	--

8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Decrease Duration D. Decrease Duration Other (specify): _____	A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____
--	---

9. NAME OF FEDERAL AGENCY: <b>Federal Emergency Management Agency</b>
--

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE: _____	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: <b>DR - 4153</b>
--	---

13. PROPOSED PROJECT: Start Date _____ Ending Date _____	14. CONGRESSIONAL DISTRICTS OF: a. Applicant <b>N.C 5th</b> b. Project <b>DR - 4153</b>
---	---

15. ESTIMATED FUNDING:	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal \$ <b>161,905.50</b>	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: _____ DATE: _____
b. Applicant \$ <b>0</b>	b. NO <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
c. State \$ <b>53,968.50</b>	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation <input checked="" type="checkbox"/> No
d. Local \$ <b>0</b>	
e. Other \$ <b>0</b>	
f. Program Income \$ <b>0</b>	
g. TOTAL \$ <b>215,874.00</b>	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative <b>Deron Geouque</b>	b. Title <b>County Manager</b>	c. Telephone Number <b>828-265-8000</b>
d. Signature of Authorized Representative		e. Date Signed

FEDERAL EMERGENCY MANAGEMENT AGENCY <b>SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS</b>	O.M.B. No. 3067-0206 <i>Expires February 29, 2004</i>
---	--

FOR FY	CA FOR <i>(Name of Applicant)</i>
-----------	-----------------------------------

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I  FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II  FEMA Form 20-16B, Assurances-Construction Programs
- Part III  FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV  SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Deron Geouque  
 Typed Name of Authorized Representative

County Manager  
 Title

Signature of Authorized Representative

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

**Paperwork Burden Disclosure Notice**

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.



FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.  
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

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

Check  if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

\_\_\_\_\_



**AGENDA ITEM 9:**

**TAX MATTERS**

*A. Monthly Collections Report*

**MANAGER'S COMMENTS:**

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

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



Blank Page

**AGENDA ITEM 9:**

**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.

Blank Page

**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Caldwell Community College & Technical Institute (CCC&TI) Proposed Land Transfer***

**MANAGER’S COMMENTS:**

As discussed at the annual retreat, Caldwell Community College and Technical Institute has turned over the Continuing Education Building to the County as they no longer require the use of the building with the completion of the new facility at the White Oak Campus. Staff has examined the building and reviewed potential uses for County operations. Based on the review, staff would recommend the Board surplus the property and authorize the sale of the property on GovDeals as there are no current County needs for the facility.

The Board would need to establish a sale price and adopt the attached resolution to sell the property on GovDeals. The current tax value of the property is \$331,000.

Board direction is requested.

STATE OF NORTH CAROLINA

**DRAFT**

COUNTY OF WATAUGA

**RESOLUTION OF THE  
WATAUGA COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING THE SALE OF 139 Health Center Drive, BOONE, NC**

**WHEREAS**, the County of Watauga owns a 1.060 acre tract located at 139 Health Center Drive, Boone, NC, Parcel ID 2920-07-6399-000 in the Watauga County tax maps; and

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

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

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

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

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

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

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

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

Tract 2, consisting of 1.060 acres by coordinates, as shown on that plat map titled "Satellite Annexation of: Caldwell Community College & Technical Institute; Hospitality House of the Boone Area, Inc. & Watauga County Properties," recorded in the Plat Book 22, at Page 81, Watauga County Registry.

2. The County will accept bids for the property until September 30, 2014 at 5:00 PM.
3. September 30, 2014 at 5:00 PM is the deadline for bidding. The record of bids shall be reported to the Board of Commissioners at their regular meeting on October 7, 2014.
4. The minimum opening bid for this property shall be \$
5. The Board of Commissioners will determine the highest responsible bidder for the property and has discretion to award the bid.
6. To be responsible, a bid deposit of five percent (5%) of the amount of the bid must be paid within five business days after close of auction. The deposit of the bidder to whom the award is made will be held until the sale of the property is closed; if that bidder refuses at any time to close the sale, the deposit will be forfeited to the County. Final payment and close of sale must be accomplished within 60 days after close of auction. Bidder is responsible for all property survey, deed preparation, attorney and recording costs associated with the deed transfer.
7. In addition, to be responsible, a bidder must be current on payment of all property taxes owed to the county.
8. The County reserves the right to withdraw the property from sale at any time and the right to reject all bids.
9. This Resolution is adopted pursuant to the provisions of North Carolina General Statutes § 153A-176, 160A-266, and 160A-270.

**ADOPTED** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Nathan A. Miller, Chairman  
Watauga County Board of Commissioners

ATTEST:

---

Anita J. Fogle, Clerk to the Board

(SEAL)

Excise Tax \$0.00

Recording Time, Book and Page

Mail after recording to: Watauga County, 814 West King Street, Suite 205, Boone, North Carolina 28607

This instrument was prepared by: Wilson, Lackey & Rohr, P.C.,  
606 College Ave., SW, Suite B, Lenoir, NC 28645

Brief Description for the index

New River Township

**NORTH CAROLINA NON-WARRANTY DEED**

THIS DEED made this 22<sup>nd</sup> day of May, 2014, by and between

GRANTOR

GRANTEE

THE TRUSTEES OF CALDWELL COMMUNITY  
COLLEGE & TECHNICAL INSTITUTE  
2855 Hickory Blvd.  
Hudson, North Carolina 28638

WATAUGA COUNTY  
814 West King Street, Suite 205  
Boone, North Carolina 28607

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for good and valuable consideration, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Boone, New River Township, Watauga County, North Carolina and more particularly described as follows:

Tract 2, consisting of 1.060 acres by coordinates, as shown on that plat map titled "Satellite Annexation of: Caldwell Community College & Technical Institute; Hospitality House of the Boone Area, Inc. & Watauga County Properties," recorded in Plat Book 22, at Page 81, Watauga County Registry.

The subject property is not the principal residence of a Grantor.

The drafter of this instrument has not searched title to the subject property and makes no certification as to the title.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 350, Page 581, Watauga County Registry.

A map showing the above described property is recorded in Plat Book 22, Page 81, Watauga County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

Title to the property hereinabove described is subject to the following exceptions: any and all exceptions of record.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Trustees, the day and year first above written.

THE TRUSTEES OF CALDWELL COMMUNITY COLLEGE & TECHNICAL INSTITUTE

By: Larry W. Taylor  
LARRY W. TAYLOR, Chairman

SEAL-STAMP

NORTH CAROLINA  
Caldwell County



I, a Notary Public of the County and State aforesaid, certify that LARRY W. TAYLOR, Chairman of The Trustees of Caldwell Community College & Technical Institute, personally came before me this day and acknowledged the execution of the foregoing on behalf of on behalf of The Trustees of Caldwell Community College & Technical Institute. Witness my hand and official stamp or seal, 22nd day of May, 2014.

Amy Summerlin  
Notary Public Signature

Amy Summerlin  
Notary Public Printed Name

My commission expires: 7-4-2015



Blank Page

**AGENDA ITEM 10:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Request to Accept Grant to Fund Potential Recreation Center Site Analysis and Renderings*****MANAGER'S COMMENTS:**

At the last Board meeting, direction was given to staff to pursue and accept a \$10,000 grant from the NC Community Foundation to fund all or a portion of the site analysis for a potential recreation center. Mr. Francis with the NC Community Foundation has indicated that he will not have a response on the funding until possibly August.

After the Board meeting, Jennifer Greene, Appalachian District Health, notified County staff of the availability of \$10,000 in funding as part of their Community Transformation Grant. Enclosed is an MOU between the County and the Appalachian District Health Department to provide a one-time grant award in the amount of \$10,000 for a site analysis for a recreation center. County staff would continue to work with the NC Community Foundation and in the event additional funding is provided the scope of the project would be increased to utilize the additional funding.

Staff recommends the Board approve the MOU with the Appalachian District Health Department to provide \$10,000 for a site analysis at 231 Complex Drive for a potential recreation center.

Board action is requested.



AMENDMENT  
TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
APPALACHIAN DISTRICT HEALTH DEPARTMENT  
AND  
WATAUGA COUNTY

In the interest of supporting the continued efforts of Watauga County towards reaching the goals set forth in the Community Transformation Grant, let it be known that both parties agree to this Memorandum of Understanding (effective immediately upon County approval to be completed by September 30, 2014) with the following stipulations:

The APPALACHIAN DISTRICT HEALTH DEPARTMENT agrees to:

- 1. Provide a one-time grant award to Watauga County in the amount of \$10,000 for the scope of work, as documented by a completed site analysis by a selected sub-contracting agency.

WATAUGA COUNTY agrees to:

- 1. Complete the scope of work through a subcontracting agency using the budget above and the proposed scope of work in Appendix A.
- 2. Funds may only be used for the approved expenses outlined in Appendix A. If the scope of work needs to be amended, written request should be submitted for approval of such change prior to a change in the proposed budget.
- 3. Provide Appalachian District Health Department with a copy of detailed scope of work and contractor information upon execution of a subcontract.
- 4. Provide project progress updates upon request in the form of a site visit or conference call.
- 5. Provide copies of payments made to subcontractors completing work by September 30, 2014.
- 6. Recognize the project funding source from the Appalachian District Health Department with support from the NC Community Transformation Grant in documentation of completed scope of work.
- 7. Submit 2 original signed copies of this agreement to Jennifer Greene at the Watauga County office of Appalachian District Health Department 126 Poplar Grove Connector Boone, NC 28607.

\_\_\_\_\_  
Deron Geoque, Manager  
Watauga County

\_\_\_\_\_  
Date

*Jennifer B. Greene*  
Jennifer Greene, Allied Health Director  
Appalachian District Health Department

*7/21/14*  
Date

*Beth Lovette*  
Beth Lovette, Health Director  
Appalachian District Health Department

*7/21/14*  
Date

*Angela R. Scott*  
Angela R. Scott, Finance Officer  
Appalachian District Health Department

*7/21/14*  
Date

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

## **APPENDIX A: SCOPE OF SERVICES**

- **Site analysis for Watauga County property, adjacent to the Watauga County Parks and Recreation complex for the purpose of exploring site potential for recreation facilities.**

Blank Page

**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*C. 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 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

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





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: [Signature] Regional Ombudsman 129

Blank Page

**AGENDA ITEM 10:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****E. 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.

A public hearing will be held at 6:00 P.M. on Tuesday, August 19, 2014, to allow citizen comment on the January 1, 2015, elimination of the Town of Boone's Extraterritorial Jurisdiction (ETJ) in the Commissioners' Board Room.

**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.

**AGENDA ITEM 11:**

**PUBLIC COMMENT**