

TENTATIVE AGENDA & MEETING NOTICE
BOARD OF COUNTY COMMISSIONERS
WEDNESDAY, NOVEMBER 6, 2019
8:30 A.M.
WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS' BOARD ROOM

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: October 15, 2019, Regular Meeting October 15, 2019, Closed Session		1
	3	APPROVAL OF THE NOVEMBER 6, 2019, AGENDA		11
8:35	4	APPALACHIAN REGIONAL LIBRARY ANNUAL REPORT	MS. JANE BLACKBURN	13
8:40	5	UPDATE ON THE OPIOID EPIDEMIC AND THE RECEIPT OF A US DEPARTMENT OF JUSTICE GRANT FOR THE APPHEALTH AND MEDIATION AND RESTORATIVE JUSTICE CENTER	MS. JENNIFER GREENE	51
8:45	6	SOIL AND WATER CONSERVATION DISTRICT – DIVISION OF WATER RESOURCES STREAM RESTORATION GRANTS	MR. DENNY NORRIS	85
8:50	7	BLUE RIDGE WOMEN IN AGRICULTURE PROPOSED LEASE AMENDMENTS	MR. DAVID WALKER	101
8:55	8	PROPOSED AMENDMENTS TO THE VALLE CRUCIS HISTORIC DISTRICT ORDINANCE	MR. JOE FURMAN	115
9:00	9	PHONE SYSTEM REPLACEMENT REQUEST	MR. DREW EGGERS	123
9:05	10	SANITATION MATTERS A. 2020 Community Pride Events B. Solid Waste Collection and Delivery Fee Schedule	MR. REX BUCK	127 131
9:10	11	FINANCE MATTERS A. Budget Amendments B. FY 2019 Carry Forward Purchase Orders C. Inmate Catastrophic Insurance Contract	MS. MISTY WATSON	133 135 137
9:15	12	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Agricultural Center Culvert Replacement Project Change Orders #'s 1, 2, & 3 B. Sheriff's Office Assignment and Assumption Agreement C. Proposed Forest Service Lease D. Boards and Commissions E. Announcements	MR. DERON GEOUQUE	147 153 161 177 187
9:20	13	PUBLIC COMMENT		189

TIME	#	TOPIC	PRESENTER	PAGE
10:20	14	BREAK		189
10:45	15	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i) Personnel Matters – G. S. 143-318.11(a)(6)		189
10:50	16	POSSIBLE ACTION AFTER CLOSED SESSION		189
11:00	17	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

October 15, 2019, Regular Meeting

October 15, 2019, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 15, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, October 15, 2019, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: John Welch, Chairman
 Billy Kennedy, Vice-Chairman
 Larry Turnbow, Commissioner
 Charlie Wallin, Commissioner
 Perry Yates, Commissioner
 Anthony di Santi, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Chairman Welch called the meeting to order at 5:32 P.M.

Commissioner Yates opened with a prayer and Vice-Commissioner Kennedy led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the October 1, 2019, regular meeting, closed session, and special meeting minutes.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the October 1, 2019, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the October 1, 2019, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the October 15, 2019, agenda.

County Manager Geouque requested to add a presentation prior to the public hearing by Ms. Susan Sweet regarding the creation of a quilted wall hanging for the new Community Recreation Center.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the October 15, 2019, agenda as amended.

VOTE: Aye-5
Nay-0

PRESENTATION OF QUILTED WALL HANGING FOR THE NEW COMMUNITY RECREATION CENTER

Ms. Susan Sweet shared information regarding the quilted wall hanging Mountain Laurel Quilt Guild is making for the new Community Recreation Center. Ms. Sweet shared that the two center squares of the quilt will feature the Watauga County seal and the Parks and Recreation Seal. The surrounding squares will feature the following areas of the County based on Zip Code and Fire Departments:

Beech Mountain	Sugar Grove (includes Cove Creek)
Blowing Rock	Todd
Boone	Triplett (includes Stewart Simmons)
Deep Gap	Valle Crucis
Foscoe (includes Seven Devils & Hawksnest)	Vilas
Meat Camp	Zionville

Vice-Chairman Kennedy stated that Bethel was missing. Commissioner Yates suggested adding Shawneehaw to the Valle Crucis square. Ms. Sweet also asked about the Aho area. Since she had two squares unspoken for, Ms. Sweet stated that she would place Aho and Bethel in those squares. Vice-Chairman Kennedy volunteered to make a chestnut frame for the quilt.

County Manager Geouque stated that the Mountain Laurel Quilt Guild volunteered to make the quilt for the wall hanging. The quilters working on the project are: Susan Sweet, Patty Blanton, Kathy Hill, Georgia McKenzie, Pat Miller, Jill Sanders, Charlene Wilson, Gail Brandt, Adrienne Sherrow, Melinda Wright, Barbara Piquet, Susan Payne, Colleen Eskridge, and Jacki Ratledge.

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED CHANGES TO THE VALLE CRUCIS HISTORIC DISTRICT ORDINANCE

Chairman Welch stated that a public hearing was scheduled to allow citizen comment on proposed amendments to the Valle Crucis Historic District Ordinance.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to call the public hearing to order at 5:41 P.M.

VOTE: Aye-5
Nay-0

Mr. Joe Furman, Planning and Inspections Director, gave the following information regarding the proposed amendments:

The Board of Commissioners requested a text amendment be made to the Valle Crucis Historic District Ordinance. The Planning Board had thirty days to review the proposed amendment and determine if it is consistent with the Citizens' Plan for Watauga and provided a written recommendation addressing plan consistency in accordance with NCGS§1 53A-344. The Planning Board provided the Plan Consistency Statement to the Board of Commissioners prior to the Public Hearing in accordance to NCGS§1 53A-341.

Mr. Furman stated that the proposed amendments do not mention a specific location.

The Valle Crucis Historic Commission also had thirty days to review the proposed amendments. The Commission voted 5-0 to recommend that the proposed amendment not be adopted. The primary reasons for this action included: 1) that amending the ordinance to exempt public schools from the area, height, placement, and performance standards of the ordinance would set a precedent for future similar amendments for other uses; 2) that schools should be held to the same standards as other uses to which several of those in attendance, including some Commission members, had been held in the past; 3) that the ordinance to date has effectively preserved the Historic District as described in Section 1.1 (Purposes) of the ordinance, and that adoption of the proposed amendment would undermine those purposes to accommodate construction of a large, new, modern building within the District; and 4) since the local District is also a National Register of Historic Places District, the proposed amendment will not serve it well.

Prior to adopting or rejecting any proposed amendment, the Board of Commissioners is required to adopt a Statement of Plan Consistency and explain why the Board considers the action taken to be reasonable and in the public interest. The plan consistency statement is required by NCGS §153A-341.

Mr. Furman stated that the Board of Commissioners may take one of the following actions after the public hearing: approve the application; approve a modified version of the application; deny approval of the application; or take no action.

By the request of the Board, Mr. Furman stated that comments during the public hearing should be held to the proposed text amendments and not the proposed location for a new Valle Crucis School.

The following shared comments on the proposed amendments to the Valle Crucis Historic District Ordinance:

Tuesdae Rice
Audra Thompson
Kelli Mayhew
Mitch Mayhew
Francis Pressley
Ron Henries
Lyle Schoenfeldt
Todd Rice

Frank Barry
Bill Pressley
Mason Heistand
Amber Cooper
Jill Flood
John Barry
Charles Clement
Catherine Barry

Erin Kiser
Mary Jane Major Klingeman
Molly Barry
Susan Misili
Kelli Crymes
Davis Crymes
Dr. Matt Goodrich
Ron Goodrich

Susan Hazlewood
 Mark Read
 Liz Lanham
 Bob Gates

Matt Duval
 Ben Jones
 Emily Schefield
 Powell

Anna Goodrich
 J. D. Dulley
 Eddie Mio

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to close the public hearing at 6:47 P.M.

VOTE: Aye-5
 Nay-0

After comments from members of the Board of Commissioners, Commissioner Turnbow moved to table consideration of the amendments until a future meeting to allow time to review comments. The motion died due to a lack of a second.

Chairman Welch tabled consideration of the amendments until the next meeting which has been rescheduled, due to the Election, from Tuesday, November 5, to Wednesday, November 6, at 8:30 A.M.

Chairman Welch also encouraged the public to attend the Board of Education's public meeting on Tuesday, October 22, at 6:00 P.M. at Valle Crucis Gym at which time public comment on the new Valle Crucis School will be welcome.

Chairman Welch recessed the meeting at 6:55 P.M. for a short break. Chairman Welch reconvened the meeting at 7:05 P.M.

NATIONAL WEATHER SERVICE PRESENTATION

Mr. Phil Hysell, NWS Blacksburg Warning Coordination Meteorologist, gave a presentation celebrating Watauga County as a StormReady County.

Mr. Hysell gave background information on the StormReady program which began in an effort to promote severe weather preparedness in 1999. Since then, over 2,300 counties, communities, universities, tribal nations, commercial enterprises, government offices and military installations have been recognized.

Eligibility guidelines are based on population and include the following: establishing a 24-hour Warning Point (WP) and Emergency Operations Center (EOC) with redundant methods of receiving warnings and relaying them to the public; ensuring hazardous weather is addressed in Emergency Response Plans; providing education and outreach about hazardous weather; maintaining a strong working relationship between the emergency manager and the local National Weather Service Forecast Office; and ensuring EOC/WP is able to monitor local weather observation data for hazardous conditions.

Mr. Hysell encouraged citizens to get NOAA (National Oceanic and Atmospheric Administration) radios to keep informed of severe weather events.

Mr. Hysell presented Emergency Services Director, Mr. Will Holt, with a StormReady Community certification on behalf of Watauga County officially becoming a StormReady County on September 4, 2019. Mr. Hysell stated that it has been a privilege to work with Mr. Holt.

SHERIFF'S OFFICE RADIO PURCHASE REQUEST

County Manager Geouque stated that the Sheriff's Office had requested to purchase eight (8) new radios for patrol vehicles. The radios were to be placed in newly purchased vehicles for the current fiscal year. The cost per radio is \$5,273.56 for a total cost of \$42,188.50. Adequate funds were included in the Fiscal Year 2019-2020 budget to cover the expenditure.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the purchase of the eight (8) new radios in the amount of \$42,188.50 as requested.

VOTE: Aye-5
Nay-0

PROJECT ON AGING MATTERS

A. Annual Report

Ms. Angie Boitnotte, Project on Aging Director, presented the Fiscal Year 2019 annual comprehensive evaluation of the agency's operations and policies as required by the NC Division of Health Service Regulation.

Commissioner Turnbow, seconded by Commissioner Yates, moved to accept the Project on Aging's Fiscal Year 2019 Annual Report as presented.

VOTE: Aye-5
Nay-0

B. Request to Accept FY 2020 Senior's Health Insurance Information Program (SHIIP) Grant/Contract

Ms. Angie Boitnotte, Director of Project on Aging (POA), presented the FY 2020 grant/contract for the Senior's Health Insurance Information Program (SHIIP). The grant is in the amount of \$4,722 and requires no County funds. The funds are used to provide assistance and outreach to low-income citizens.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to accept the Senior's Health Insurance Information Program (SHIIP) grant in the amount of \$4,722.

VOTE: Aye-5
Nay-0

TAX MATTERS***A. Monthly Collections Report***

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of September 2019. The 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 September 2019 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the Refunds and Releases Report for September 2019 as presented.

VOTE: Aye-5
Nay-0

PROPOSED BANK SERVICES RENEWAL

Ms. Misty Watson, Finance Director, presented a three-year contract renewal with First National Bank which included no major changes. Ms. Watson stated that the County has received excellent service from First National Bank through Ms. Mary Louise Roberts.

Commissioner Wallin, seconded by Commissioner Yates, moved to approve the bank services contract renewal to First National Bank for a three-year term to expire June 30, 2022.

VOTE: Aye-5
Nay-0

PROPOSED RESOLUTION CELEBRATING THE 100TH ANNIVERSARY OF THE PASSAGE OF THE NINETEENTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES AND FOUNDING OF THE LEAGUE OF WOMEN VOTERS

Chairman Welch presented a resolution, as requested by the League of Women Voters, celebrating the 100th anniversary of the passage of the 19th Amendment to the United States Constitution.

Commissioner Yates, seconded by Commissioner Turnbow, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

Chairman Welch requested the adopted resolution be forwarded to the League of Women Voters.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Recommended Contract Awards for Employee Medical, Dental, and Life Insurance

County Manager Geouque stated that renewal rates have been received for medical, dental, and life insurance benefits. The initial renewal rate received from CIGNA for medical insurance was a 21.58% increase. Further negotiations and analysis of additional claims was provided allowing for a 10.61% reduction. Staff received quotes from MedCost and Blue Cross Blue Shield. United HealthCare declined to quote. The final and lowest rate received by the County was from CIGNA with a 10.97% increase.

The initial renewal rate submitted by CIGNA for dental insurance was a 10% increase. Ameritas Dental provided a 3% rate reduction. Life insurance premiums through Symetra Financial will remain unchanged due to the current rate lock.

County Manager Geouque stated that staff recommended CIGNA's Level Funding plan for the County's medical insurance plan with a 10.97% increase and for the County to fund \$1,000 into each employee's HSA account. Staff further recommends Ameritas Dental with a three percent (3%) rate reduction.

Adequate funds have been budgeted to cover the renewal rates.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to:

- approve CIGNA's Level Funding medical plan with a 10.97% increase; and
- fund \$1,000 into each employee's Health Savings Account (HSA); and
- approve Ameritas Dental with a 3% reduction for dental.

VOTE: Aye-5
Nay-0

B. Boards and Commissions

County Manager Geouque shared the following for consider:

Board of Adjustment

The terms of David Hill, current Chairman, and Chuck Phillips, current Vice-Chairman, are set to expire in November. Both are willing to continue to serve for an additional three (3) year term. Both are at-large appointees. The Board is in the process of scheduling a meeting for the first or second week in December. In the event appointments have not been made by that time, Mr. Hill and Mr. Phillips would continue to serve until re-appointed or replaced.

Volunteer applications have been received from Mr. Hill as well as Mr. Lee Stroupe and Ms. Edith Tugman, both of whom are also interested in serving. Mr. Stroupe and Ms. Tugman are first readings. Mr. Hill and Mr. Phillips are both second readings.

Consideration was tabled for further review.

C. Announcements

County Manager Geouque announced the following:

- Due to the Commissioners' Board Room being an official polling site on Election Day, the November 5, 2019, regular meeting of the Board of Commissioners has been rescheduled to Wednesday, November 6, 2019, at 8:30 A.M. in the Commissioners' Board Room.
- The Watauga County Board of Education will hold a work session at 6:00 P.M. on Tuesday, October 22, 2019, in the Gymnasium of Valle Crucis Elementary School. The Board will hear presentations from their attorney and architect regarding the due diligence evaluation of property currently under contract by the Board for the construction of a new school in Valle Crucis.
The Board of Education invites the public to attend and encourages citizens to participate in the public comment portion of the meeting. This is an informational meeting only and no action will be taken.

Chairman Welch stated that the public work session was a Board of Education event.

PUBLIC COMMENT

The following spoke during public comment:

Tuesdae Rice	Bob Gates	Frank Barry
Audra Thompson	Lyle Schoenfeldt	Susan M
Todd Rice	Jill	Bill Pressley
Kelly Mayhew	Kathryn Barry	Ben Jones
Eddie Mayo	Charles Clement	
Mason Clement Eason	Erin Kiser	

Chairman Welch stated that it was an exciting time as this will be the first elementary school built in twenty-six years and stated that everyone can come together to make an incredible impact. Chairman Welch encouraged citizens to be a part of the process by sending emails, calling, even by stopping Board members in the grocery store, and by attending the upcoming Board of Education public meeting on October 22.

CLOSED SESSION

At 8:22 P.M., Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to resume the open meeting at 8:47 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Yates, seconded by Commissioner Turnbow, moved to adjourn the meeting at 8:47 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE NOVEMBER 6, 2019, AGENDA

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AGENDA ITEM 4:

APPALACHIAN REGIONAL LIBRARY ANNUAL REPORT

MANAGER'S COMMENTS:

Ms. Jane Blackburn, Appalachian Regional Library Director, will present the organization's annual report.

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

APPALACHIAN REGIONAL LIBRARY 2018-2019

Ashe, Wilkes, and
Watauga Counties

OUR MISSION STATEMENT

The Appalachian Regional Library

*promotes knowledge, reading, and
imagination;*

supports and encourages life-long learning;

and contributes to the sense of community and the

economic well-being

of Ashe, Wilkes, and Watauga Counties.

ARL'S FIVE YEAR PLAN

2015/2016 to
2019/2020

FOUR SERVICE PRIORITIES

Reading

Lifelong Learning

The Library as Place

Technology

OBJECTIVES MET FISCAL YEAR 18-19

Year 1 of 3 salary increases implemented

Enhanced partnerships with local groups involved with literacy efforts

Libraries are providing shareable library information to programs or agencies in the community in contact with expectant or new mothers.

Readers' Advisory and Customer Service training for all staff

Non-traditional materials are being circulated to the public (sports equipment, critter cameras, ukuleles, Alphabet Ready backpacks)

New partnerships formed and programs presented at libraries by new partners

Multiple author events and book clubs hosted

Offsite programming and library promotion

WHO CARES? HOW MANY OF WHAT?

2018-2019 Statistics

USERS OF OUR LIBRARIES AND SERVICES

18-19

Cardholders	77,075
▪ Adults	47,195
▪ Children	29,880
Visitors	405,463
Programs	2,546
Program Attendees	48,124
Computer Users	53,450
WiFi Users	38,608
Partners	128
Circulation	605,967

17-18

Cardholders	73,710
▪ Adults	44,154
▪ Children	29,556
Visitors	386,686
Programs	1,878
Program Attendees	38,192
Computer Users	64,064
WiFi Users	39,407
Partners	161
Circulation	605,842

16-17

Cardholders	51,428
▪ Adults	41,401
▪ Children	10,027
Visitors	423,383
Programs	1,633
Program Attendees	32,852
Computer Users	58,065
WiFi Users	40,855
Partners	114
Circulation	624,341 ₂₀

PROGRAMSPROGRAMSPROGRAMSPRO GRAMSPROGRAMPROGRAMSPROGRA MSPROGRAMSPROGRAMS

18-19

For Children & Families	1,948
For Teens	76
For Adults	522
Total at the Libraries	1,516
Total Off Site	1,030*
Grand Total Programs	2,546
Grand Total Attendees:	48,124

17-18

For Children & Families	1,223
For Teens	92
For Adults	563
Total at the Libraries	1,649
Total Off Site	229
Grand Total Programs	1,878
Grand Total Attendees:	38,192

16-17

For Children & Families	1,100
For Teens	93
For Adults	508
Total at the Libraries	1,422
Total Off Site	211
Grand Total Programs	1,633
Grand Total Attendees:	32,552

* Due to Alphabet Ready programming in every K and Pre-K in Ashe and Watauga Counties

GRANTS for special projects/programs

LSTA Project Grant: AR Year 2 (region) \$69,082

Glaxco-Smith-Kline Ribbon of Hope Grant (region) \$25,000

ECRS Community Grant (through Watauga Friends, for Watauga) \$10,000

VITA grant (for Ashe and Watauga) \$5,000

Dollar General Grants (Ashe and Watauga) \$4,000

LSTA ARSL Conference Scholarship Grants 3 staff \$3,900

Public Library Association Inclusive Internship Initiative (Wilkes) \$3,500

LSTA Community Connections Grant: Involving Books (Ashe) \$3,000

Bill Absher Memorial Endowment (Wilkes) \$2,800

ALA/PBS Great American Read Grant (region) \$2,000

GRANTS for special projects/programs continued

Ashe County Community Foundation \$500

Watauga County Community Grant \$500

LGFCU (For Wilkes' Imagination Café) \$500

NC Humanities Council Road Scholars grant (Ashe) \$250

Herman's Garden Seed Donation Program (Wilkes) \$162

GRAND TOTAL: \$130,194

OUR LIBRARIES

**and their proudest
moments**

WILKES COUNTY PUBLIC LIBRARY

Storywalk at W. Kerr Scott Dam

Great American Read

**African-American Music Appreciation
Month**

STORYWALK AT W. KERR SCOTT DAM

- Located at Fish Dam Creek
- Funded by the Glaxco-Smith-Kline Ribbon of Hope grant
- Grand opening September 26, 2019



GREAT AMERICAN READ



**LIBRARY
CELEBRATION
ON
THURSDAY,
NOVEMBER 8,
4-7 PM**

**Snacks & Drinks
Movie & Popcorn
Door Prizes
& Express
Yourself!**

the
GREAT
*Appalachian
Regional Library*
READ

For ARL:

#1 To Kill A Mockingbird

#2 Harry Potter books

#3 Charlotte's Web

(Grant funded programming)

AFRICAN-AMERICAN MUSIC APPRECIATION MONTH

- June 15, 2019
- Celebrating African-American Music Appreciation Month with a performance by Dionn Owen and Renaissance of Winston-Salem
- This event was held at the Wilkes Heritage Museum.
- Sponsors: The Library, the Museum, & Dean's Southern Bistro
- 104 Attendees





ASHE COUNTY PUBLIC LIBRARY

Superhero Run

Opportunity Fair

Parking Lot Expansion

SUPERHERO RUN



Staff made a half-mile course all the way around the library with obstacles along the way. This gave us the chance to show parents how to use the library for more than just reading. After completing the course, the “Superheroes in training” received a certificate verifying each as a true Superhero. After the heroes finished the course they made cards to local superheroes and had their pictures taken (with some special effects).

OPPORTUNITY FAIR

In partnership with Ashe County Community Foundation the library hosted its first annual “Power of Giving Opportunity Fair.”



PARKING LOT EXPANSION: A COOPERATIVE EFFORT



WATAUGA COUNTY PUBLIC LIBRARY

New Little Free Libraries

Calibrated Readers

IMLS Loves Alphabet Ready Project

4 NEW LITTLE FREE LIBRARIES



- **Plan B (grocery store at intersection of 194N and Meat Camp Rd)**

- **White Laurel area across from Hospitality House**

- **Mabel Methodist Church**

- **Cove Creek Park**

- **Sponsored by *Publix***



- 10 books per micro-level to gently spur reading progress so students can climb to the next level
- Funded by a \$3,000 Dollar General Youth Literacy grant



CALIBRATED READERS

IMLS LOVES ALPHABET READY PROJECT AND VISITS TO FIND OUT MORE ABOUT IT



“Super Charging” Outreach with Alphabet Ready

In the schools ...



“Alphabet Ready” story times were presented in 35 Kindergarten and PreK classroom in two counties for 28 weeks, reaching over 600 children each week.



At the public library...



Every kindergarten class was brought to the public library twice during the school year on field trips.

Awesome Alphabet Activities

Monthly Drop In Program



Backpack Tree



In child care centers...



Trained volunteers delivered 122 “Alphabet Ready” style story times with specially designed ARLE Kits at 8 child development centers to more than 1,800 children and teachers in 2018-2019.



Pictured on left: Story Telling Kits used in schools and library



Pictured on right: ARLE Kits used in day care centers



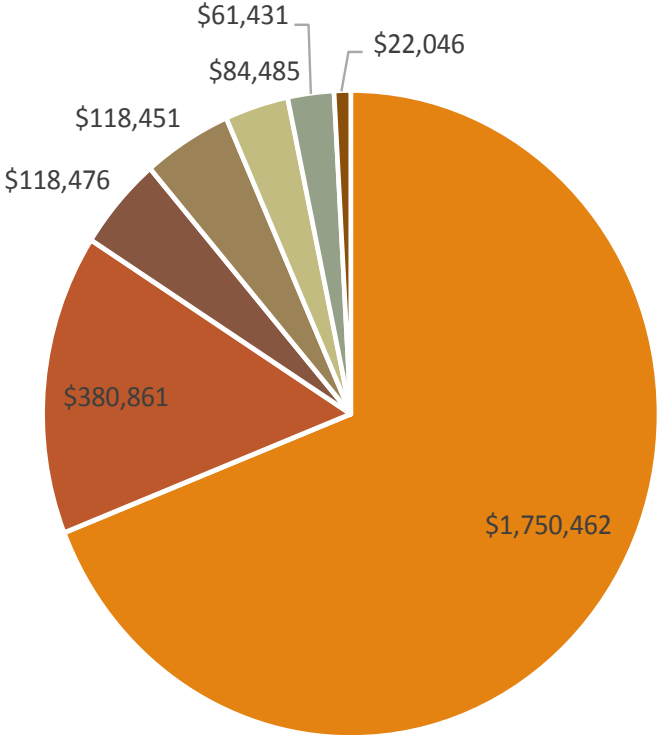
This publication and presentation are made possible by funding from the federal Institute of Museum and Library Services (IMLS) under the provisions of the Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the NC Department of Natural and Cultural Resources. IMLS Grant #LS-00-19-0034-19

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2018-2019 Budget

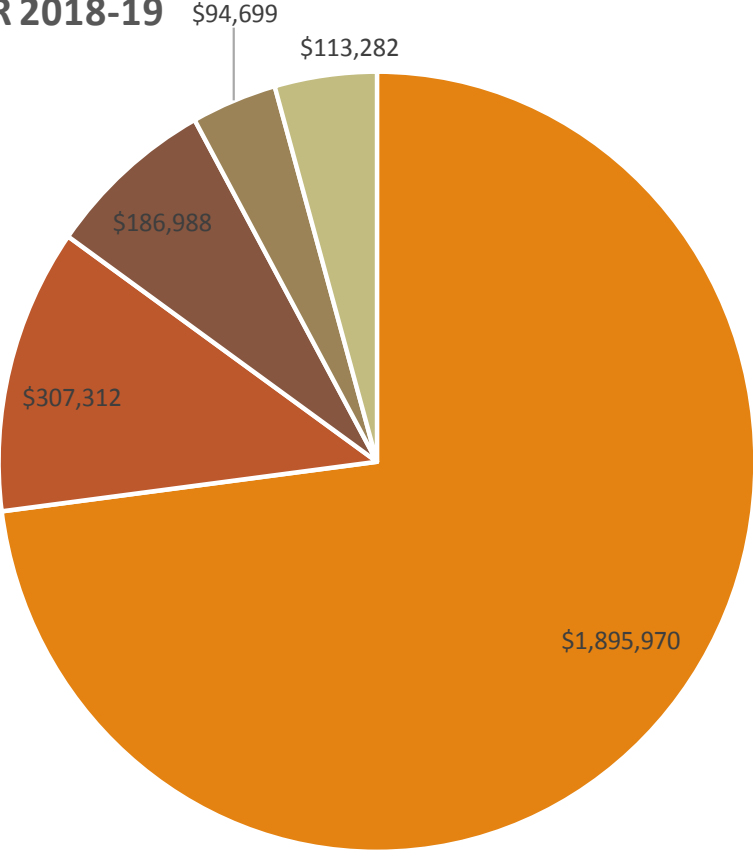
ARL REVENUES FOR 2018-19

\$2,536,212



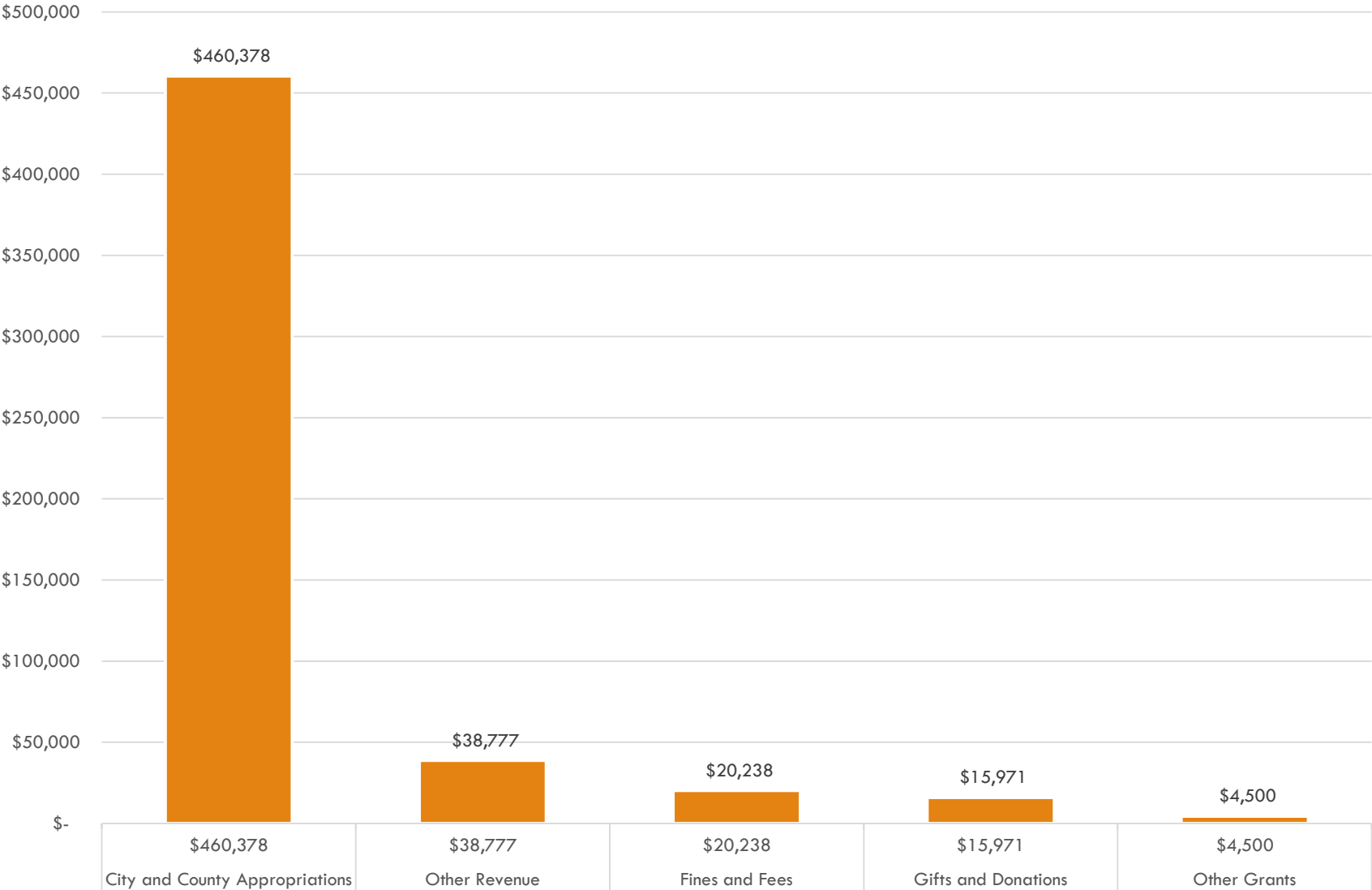
- City and County Appropriations \$1,750,462
- State Aid Grant \$380,861
- Gifts and Donations \$118,476
- Other Revenue \$118,451
- Fines and Fees \$84,485
- Federal Grants \$61,431
- Other Grants \$22,046

ARL EXPENDITURES FOR 2018-19
\$2,598,251



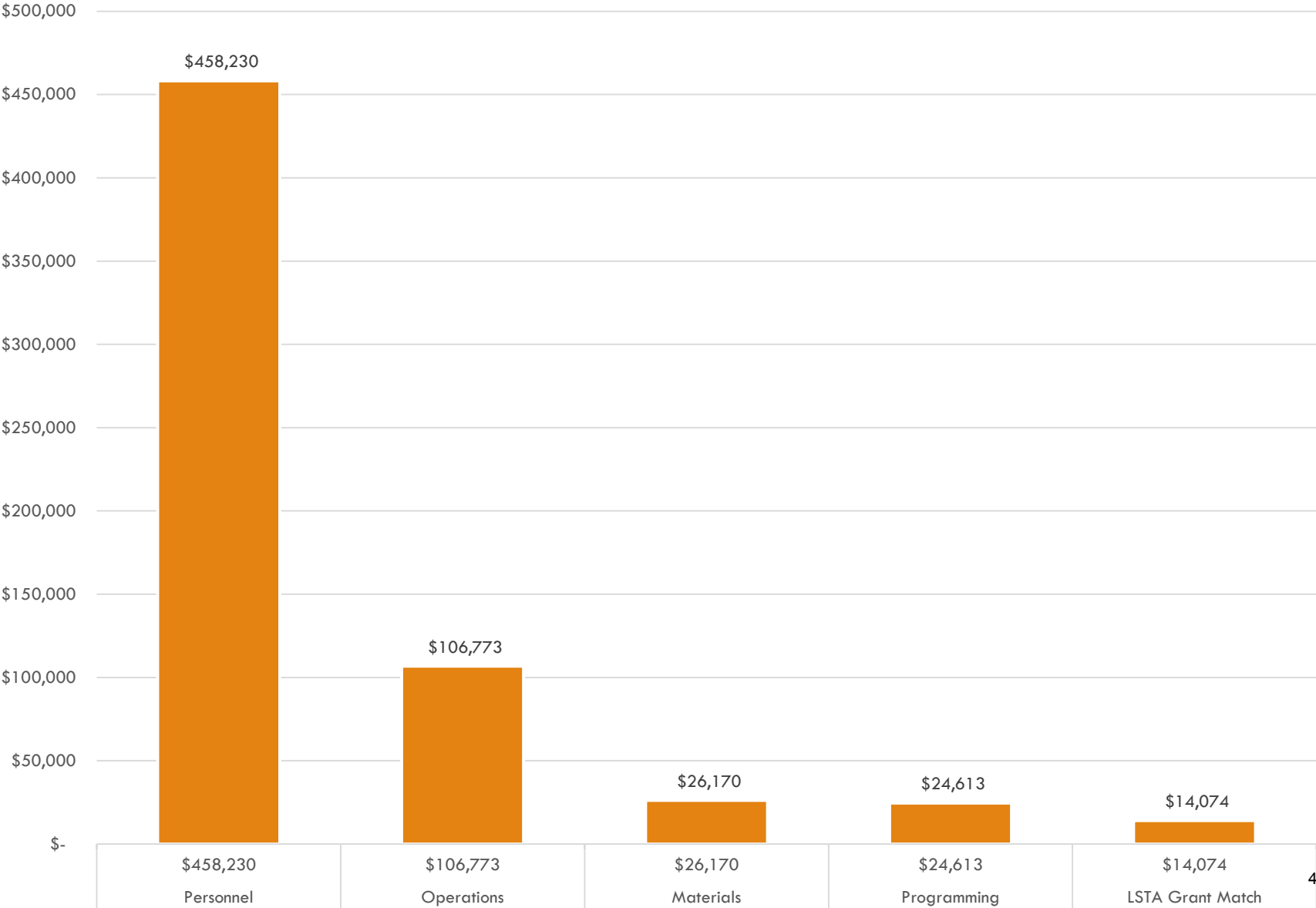
■ Personnel \$1,895,970 ■ Operations \$307,312 ■ Materials \$186,988 ■ Technology \$94,699 ■ Programming \$113,282

ASHE REVENUES FOR 2018-19 \$539,864



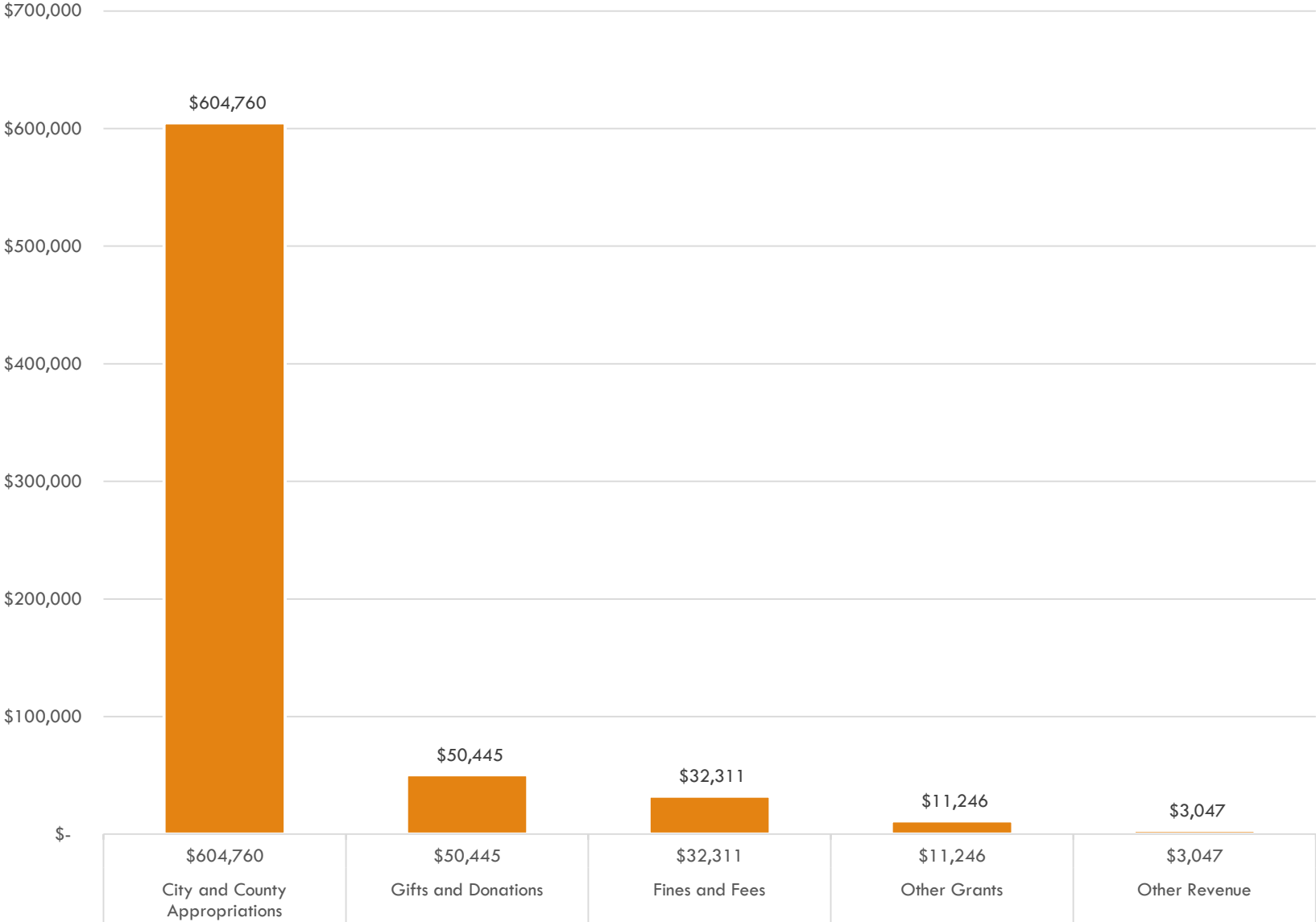
ASHE EXPENDITURES FOR 2018-19

\$629,860

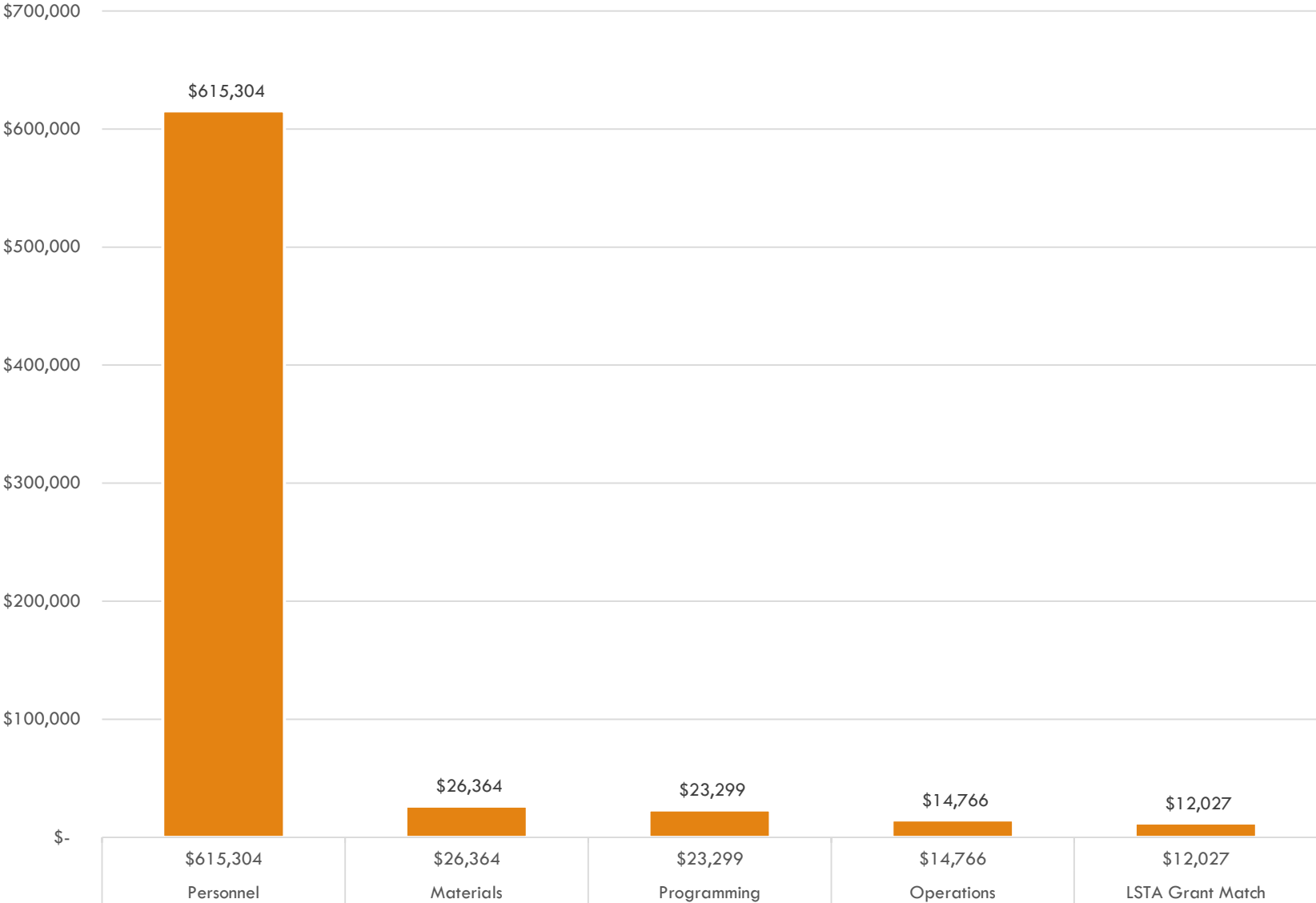


WATAUGA REVENUES FOR 2018-19

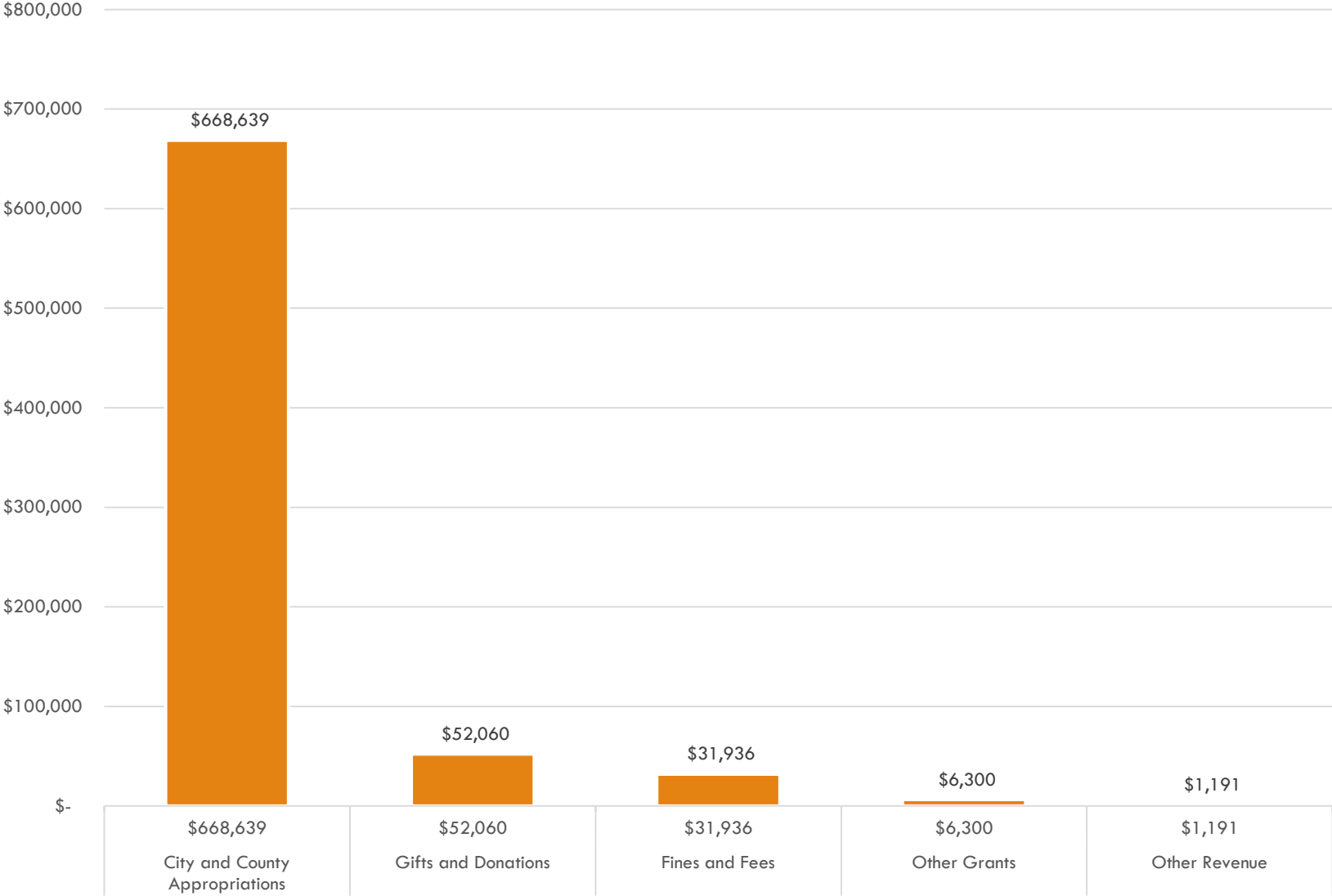
\$701,809



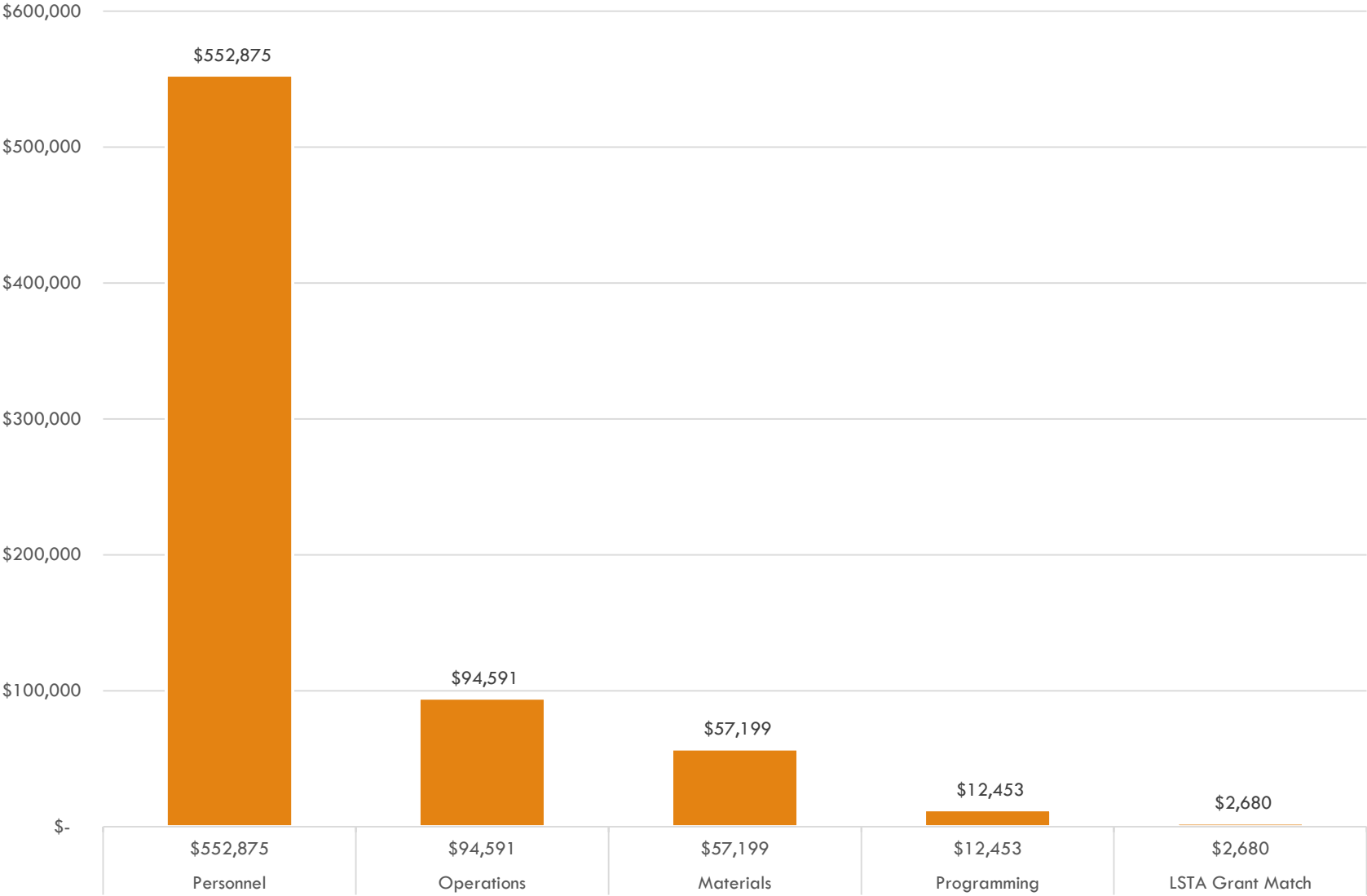
WATAUGA EXPENDITURES FOR 2018-19 \$691,760



WILKES REVENUES FOR 2018-19 \$760,125



WILKES EXPENDITURES FOR 2018-19 \$719,798



LOOKING FORWARD

2019-2020

2019-2020

- **Five Year Plan** work
 - Annual Objectives
 - 19-20 Objectives
 - Extending objectives through 20-21
- **Year 3 of *Alphabet Ready***
in Watauga and Ashe County schools, partially funded by LSTA

- **ARL Good Neighbor Project 2019**

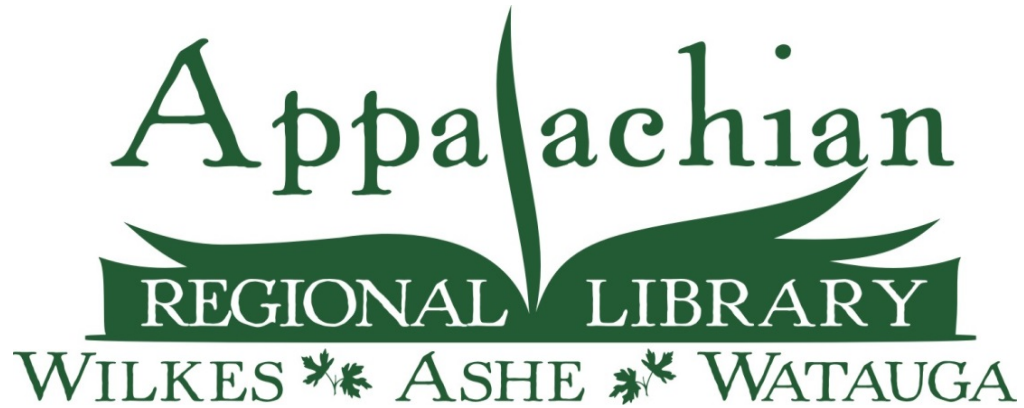
Stories of Recovery: Finding Help and Hope

- **VOIP**

voice over internet protocol for telephone service throughout system completed

- **Local Advisory Boards**

ramped up involvement



Visit our website at

www.arlibrary.org

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AGENDA ITEM 5:

UPDATE ON THE OPIOID EPIDEMIC AND THE RECEIPT OF A US DEPARTMENT OF JUSTICE GRANT FOR THE APPHEALTH AND MEDIATION AND RESTORATIVE JUSTICE CENTER

MANAGER'S COMMENTS:

Ms. Jennifer Greene, AppHealthCare CEO, will update the Board on a grant received from the U.S. Department of Justice for comprehensive opioid abuse site-based program in the amount of \$551,257.

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

A partnership initiative



Mediation and Restorative
Justice Center



Overview

The Comprehensive Opioid Abuse Site-based Program (COAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation and is administered through the US Department of Justice as part of a locally driven response to the Opioid Epidemic.

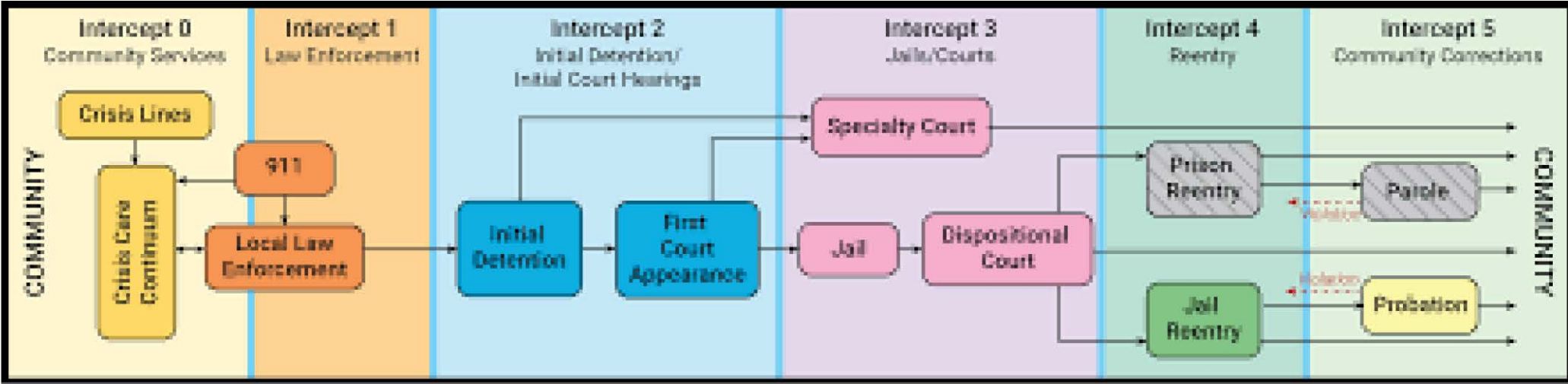
Watauga County LEAD

- The mission to implement a Watauga County LEAD program, which is a trauma-informed, community-oriented approach to policing that seeks to:
 - 1) to reduce criminal behavior, and
 - 2) to improve public safety by connecting low level offenders with treatment, social services, and other community resources.

Watauga County LEAD

- The Watauga LEAD program is designed to maximize citizen opportunity and government cost-savings by diverting low-level (misdemeanor/ non-violent) offenders who might otherwise spend many days incarcerated in the local detention center.
- By intervening at an early stage of criminal justice involvement, the LEAD program saves taxpayers considerable costs of incarceration by immediately diverting would-be offenders out of the county jail and into case management services.

Sequential Intercept Model



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Recovery on the Inside

- This program provides case-management services to inmates at high-risk for recidivism due to opioid or other substance use disorders, and aims to secure treatment or other recovery supports needed for the individual to be successful upon release.
- The *Recovery on the Inside Program* serves individuals at intercepts two through four, providing evidence-based behavioral health services to justice involved persons at booking, during incarceration and at release.

Recovery on the Inside

Since August 2018 the Watauga Detention Recovery on the Inside Program has:

- **Offered services to more than 300 inmates** in the catchment demographic
- Provided **case management services to 60 high-risk inmates**
- Secured placement to intensive treatment programs for **23 individuals**

Estimated savings if 30 days of incarceration were avoided over a one year period per 23 individuals placed in intensive treatment:

- 20+ months of productivity regained
- \$42,600 in incarceration expenses saved

Thank you



LOCALLY DRIVEN OPIOID RESPONSE THROUGH PARTNERSHIPS



Bureau of Justice Assistance

COMPREHENSIVE OPIOID ABUSE SITE-BASED PROGRAM

- Comprehensive Addiction and Recovery Act.
- Support effective local, state, and tribal responses to the opioid epidemic in order to reduce overdose deaths, promote public safety, and support access to treatment and recovery services in the criminal justice system,
- \$550,000+ allocation over three years, potential for continued funding after grant life.
- Currently 50 other COAP sites nationwide.

LEAD

WATAUGA COUNTY LAW ENFORCEMENT ASSISTED DIVERSION

- Pre-booking diversion.
- Immediately diverts eligible would-be offenders (misdemeanor/ non-violent) out of county jail and into case management services.
- Diversion referrals based on officer discretion.
- Option to retroactively file charges if client does not engage with case management.
- Other agencies/ community members can make social referrals.
- Emphasis on charges with an underlying substance use issue.
- Resources will be available to help pay for initial treatment and sober living.
- Aims to address the lack of adequate treatment and support for offenders, leading to cycle of criminal activity, incarceration, and/or early death: the average number of arrests for chronic offenders in Watauga County was more than 13 in 2018.

Recovery on the Inside

WATAUGA COUNTY DETENTION CENTER

- Serves inmates at high-risk for recidivism due to opioid or other substance use disorders.
- Aims to secure treatment, recovery supports, and other resources that may be needed to achieve desistance.
- Will implement standard screening for all inmates at booking for risk of overdose.
- Since 2018 this program has:
 - Offered services to more than 300 inmates in catchment demographic.
 - Provided case-management to 60 high-risk inmates
 - Secured placement to intensive treatment programs for 23 individuals.
- Estimated savings if 30 days of incarceration were avoided over a one year period per 23 individuals placed in intensive treatment:
 - 20+ months of productivity regained
 - \$42,600 in incarceration expenses

Logistics

- Two programs will be served by one case manager and one peer support.
- AppHealthCare will act as point agency.
- The Mediation and Restorative Justice Center will oversee program development, implementation, and staffing.
- The Watauga County Sheriff's Office will act as primary law enforcement support.

Locally driven Opioid Response through partnerships

Comprehensive Opioid Abuse Site-based Program
(COAP)

Law Enforcement Assisted Diversion (LEAD)

Recovery on the Inside

Watauga County Board of Commissioners

November 6, 2019

**U.S. Department of Justice**

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 29, 2019

Ms. Jennifer Greene
Appalachian District Health Department
PO Box 309
Sparta, NC 28675-0309

Dear Ms. Greene:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Comprehensive Opioid Abuse Site-based Program in the amount of \$551,257 for Appalachian District Health Department.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Elizabeth White, Program Manager at (202) 598-7402; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

110619 BCC Meeting

Washington, DC 20531

September 29, 2019

Ms. Jennifer Greene
Appalachian District Health Department
PO Box 309
Sparta, NC 28675-0309

Dear Ms. Greene:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.



If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 <p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p>Cooperative Agreement</p>	<p>PAGE 1 OF 18</p>																
<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>Appalachian District Health Department PO Box 309 Sparta, NC 28675-0309</p>	<p>4. AWARD NUMBER: 2019-AR-BX-K007</p>																	
	<p>5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2022</p>																	
	<p>6. AWARD DATE 09/29/2019</p>	<p>7. ACTION Initial</p>																
<p>2a. GRANTEE IRS/VENDOR NO. 566001534</p>	<p>8. SUPPLEMENT NUMBER 00</p>																	
<p>2b. GRANTEE DUNS NO. 780131541</p>	<p>9. PREVIOUS AWARD AMOUNT \$ 0</p>																	
<p>3. PROJECT TITLE Appalachian District Health Department Locally Driven Response</p>	<p>10. AMOUNT OF THIS AWARD \$ 551,257</p>																	
	<p>11. TOTAL AWARD \$ 551,257</p>																	
<p>12. SPECIAL CONDITIONS</p> <p>THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>																		
<p>13. STATUTORY AUTHORITY FOR GRANT</p> <p>This project is supported under FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114</p>																		
<p>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)</p> <p>16.838 - Comprehensive Opioid Abuse Site-Based Program</p>																		
<p>15. METHOD OF PAYMENT</p> <p>GPRS</p>																		
<p>AGENCY APPROVAL GRANTEE ACCEPTANCE</p>																		
<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</p> <p>Katharine T. Sullivan Principal Deputy Assistant Attorney General</p>	<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</p> <p>Jennifer Greene Health Director/CEO</p>																	
<p>17. SIGNATURE OF APPROVING OFFICIAL</p> 	<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p>	<p>19A. DATE</p>																
<p>AGENCY USE ONLY</p>																		
<p>20. ACCOUNTING CLASSIFICATION CODES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>AR</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>551257</td> </tr> </tbody> </table>	FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	AR	80	00	00		551257	<p>21. UARUGT1239</p>	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT											
X	B	AR	80	00	00		551257											

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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PROJECT NUMBER 2019-AR-BX-K007

AWARD DATE 09/29/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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33. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
34. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.



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35. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

40. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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41. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

42. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
43. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).
44. Protection of human research subjects
- The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
45. Justice Information Sharing
- Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
46. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-AR-BX-K007 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



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47. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

48. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

49. Withholding of funds: Research and evaluation independence and integrity

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made (or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent, eliminate, mitigate, or otherwise adequately address any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) a Grant Adjustment Notice has been issued to remove this condition.

If this award is a "discretionary" award (i.e., not an award under a statutory "formula" program), the recipient understands and agrees that if it does not provide an adequate research and evaluation independence and integrity submission (as determined by OJP), or if it fails to implement (as determined by OJP) any safeguard included in its submission or required by OJP, this award may be terminated (without right of appeal), upon thirty (30) calendar days advance written notice by OJP.

50. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

51. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

52. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.



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53. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

54. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.



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Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orben Terry, NEPA Coordinator
Subject: Categorical Exclusion for Appalachian District Health Department

Awards under the Comprehensive Opioid Abuse Program (COAP) will be used improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, save lives, and reduce crime.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**
Cooperative Agreement

PROJECT NUMBER
2019-AR-BX-K007

PAGE 1 OF 1

This project is supported under FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114

1. STAFF CONTACT (Name & telephone number)

Elizabeth White
(202) 598-7402

2. PROJECT DIRECTOR (Name, address & telephone number)

Jennifer Greene
Health Director/CEO
PO Box 309
Sparta, NC 28675
(828) 264-4995

3a. TITLE OF THE PROGRAM

Category 1: Locally Driven Responses to the Opioid Epidemic

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Appalachian District Health Department Locally Driven Response

5. NAME & ADDRESS OF GRANTEE

Appalachian District Health Department
PO Box 309
Sparta, NC 28675-0309

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 551,257

10. DATE OF AWARD

09/29/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Comprehensive Opioid Abuse Site-based Program (COAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. COAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to plan, develop, and implement comprehensive efforts to identify, respond to, treat, and support those impacted by the opioid epidemic. The Harold Rogers Prescription Drug Monitoring Program (PDMP) has been incorporated into the FY 2019 COAP solicitation. The purpose of the Harold Rogers PDMP is to improve collaboration and strategic decision making among regulatory and law enforcement agencies and public health entities to address prescription drug and opioid abuse, save lives, and reduce crime.

COAP aims to reduce opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives. The program also supports the implementation, enhancement, and proactive use of PDMPs to support clinical decision making and prevent

the abuse and diversion of controlled substances. Grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act.

The objective of Category 1 is to encourage and support the development of comprehensive, locally driven responses to the opioid epidemic that expand access to supervision, treatment, and recovery support services across the criminal justice system; support law enforcement and other first responder diversion programs for non-violent drug offenders; promote education and prevention activities; and address the needs of children impacted by the opioid epidemic. All projects are expected to involve multiple agencies and partners.

The Appalachian District Health Department, the Mediation and Restorative Justice Center and the Watauga County Sheriff's Office will strengthen existing treatment services for offenders with opioid and other substance use disorders, establish a Law Enforcement Assisted Diversion (LEAD) program, embed peer support services in the local criminal justice system, and increase the capacity of first responders to respond to the opioid epidemic with effective, evidence-based interventions.

CA/NCF

AGENDA ITEM 6:**SOIL AND WATER CONSERVATION DISTRICT – DIVISION OF WATER RESOURCES**
STREAM RESTORATION GRANTS**MANAGER’S COMMENTS:**

Mr. Denny Norris, Watauga Soil and Water Board member, will discuss with the Board the partnership that they have entered into with Resource Institute, Blue Ridge Environmental Consulting, and Blue Ridge RC&D. Previously, these grants were run through a governmental entity (Watauga County) and the governmental entity would reimburse the above organizations. New legislation was recently passed still requiring a governmental entity sponsorship but now the organizations performing the services may request direct reimbursement.

The report is for information only and to document the change in the reimbursement process.

Memo

Date: October 28, 2019

To: Deron Geouque

From: Watauga Soil & Water Board

Subject: Division of Water Resources Stream Restoration Grants run through Watauga SWCD.

Soil & Water has agreed to partner with Resource Institute, Blue Ridge Environmental Consulting, and Blue Ridge RC&D. The grants also have EQIP (Federal Funding) add as well. These grants have to be run through a government entity in order to be eligible to apply.

August 28, 2017 Session Law 2017-57 passed allowing DWR to send payments directly to NGOs (non-governmental organizations). SWCD has 1 grant requiring money to be paid to a NGO (Resource Institute) that took place before Session Law 2017-57 passed.

NGO's have agreed, to give Watauga SWCD an administrative fee for each grant they partner on.

List of grants:

Resource Institute Grants:

WNCSI 2016: Dewayne Oliver/John Winebarger [Cove Creek]

- Contract #7355
- Amount awarded: \$149,807
- Amount paid: \$103,176
- Partners: Watauga SWCD; Resource Institute; Dewayne Oliver; John Winebarger; NRCS
- EQIP project

WNCSI 2017: H.G. Watauga, LLC [S. Fork New River]

- Contract #7658 & #7675
- Amount awarded: \$148,871 & \$180,001
- Amount paid: \$148,871 & \$162,000
- Amount invoiced to SWCD: \$18,001
- Partners: Watauga SWCD; Resource Institute; Hollar and Greene; CWMTF; Town of Boone; NRCS
- EQIP project & State and Local project respectively
- Completed

WNCSI 2018: Robert Shipley [Linville Creek]

- Contract through CWMTF as a regional fund; **STATE CONTRACT NOT FUNDED**
- Amount awarded: varies

- Amount paid: \$0
- Partners: Resource Institute; CWMTF; Robert Shipley; NRCS
- EQIP project

WNCSI 2019: Blue Ridge Conservancy [Dutch Creek]

- Contract through CWMTF as a regional fund; **STATE CONTRACT NOT FUNDED**
- Amount awarded: varies
- Amount paid: \$0
- Partners: Resource Institute; CWMTF; Blue Ridge Conservancy; NRCS
- EQIP project

WNCSI 2019: Eugene Walker [Cove Creek]

- Application being developed
- Partners: Resource Institute; Watauga SWCD; NRCS
- EQIP project

Blue Ridge RD&D Grant:

Wards Mill Dam Removal Project

- Contract # 7964
- Partners: NCDEQ; SWCD; US Fish & Wildlife Service
- Total contract grant amount \$963,000
- Project has started

Blue Ridge Environmental Consulting (BREC):

WNCSI: Eric Greene Project

- Contract # 7324
- Partners: BREC; SWCD ; NRCS
- \$87,500
- Completed

WNCSI: Robert Greene Project

- Contract # 7474
- Partners: BREC; SWCD; NRCS
- \$194,000
- Project is completed. Waiting on vegetation planting season to complete
- \$174,600 paid to date

WNCSI: David Stephens Project

- Contract # 7823
- Partners; BREC; SWCD; NRCS
- \$93,504
- Project will start in the spring of 2020

WNCSI: Tim Hodges Project

- Contract # 7970
- Partners: BREC; SWCD; NRCS
- \$167,000
- Project will start in the spring of 2020

\$1,122,430 in grants were awarded for eight projects that will help North Carolina Soil & Water Conservation Districts to restore degraded streams and riparian areas on agricultural lands to benefit the State's water resources. Below is a summary of these projects:

- 1. Alleghany County, Alleghany SWCD, Wilson Site on Little River** **\$359,034**
This grant will provide financial assistance to restore approximately 2,375 feet of degraded stream and 2.25 acres of riparian buffer. BREC, PA is a co-applicant with the SWCD for this project.
- 2. Ashe County, New River SWCD, Liddle Site on Roan Creek** **\$121,456**
This grant will provide financial assistance to restore approximately 935 feet of degraded stream and 0.64 acres of riparian buffer. BREC, PA is a co-applicant with the SWCD for this project.
- 3. Buncombe County, Buncombe SWCD, Robinson Creek at Meadows** **\$146,536**
This grant will provide financial assistance to restore approximately 1,650 feet of degrading stream. The Resource Institute is a co-applicant with the SWCD for this project.
- 4. Henderson County, Henderson SWCD, Shaw Creek at Mahshie** **\$95,327**
This grant will provide financial assistance to restore approximately 885 feet of degrading stream. The Resource Institute is a co-applicant with the SWCD for this project.
- 5. Lincoln County, Lincoln SWCD, Leonard Fork at Hoyle** **\$186,000**
This grant will provide financial assistance to restore approximately 1,500 feet of degraded stream. The Resource Institute is a co-applicant with the SWCD for this project.
- 6. Rutherford County, Rutherford SWCD, Cleghorn Creek at Camp** **\$59,535**
This grant will provide financial assistance to restore approximately 1,771 feet of degraded stream along the right bank of Cleghorn Creek. The Resource Institute is a co-applicant with the SWCD for this project.
- 7. Rutherford County, Rutherford SWCD, Cleghorn Creek at Hudson** **\$60,738**
This grant will provide financial assistance to restore approximately 1,771 feet of degraded stream along the left bank of Cleghorn Creek. The Resource Institute is a co-applicant with the SWCD for this project.
- 8. Watauga County, Watauga SWCD, Stephens Site on Elk Creek** **\$93,804**
This grant will provide financial assistance to restore approximately 850 feet of degraded stream and 0.70 acres of riparian buffer. BREC, PA is a co-applicant with the SWCD for this project.

Total Funding: \$1,122,430



Water Resources Development Grant Program

Spring 2017 Grant Awards – NRCS-EQIP Stream Restorations

\$1,505,608 in grants were awarded for ten projects that will help North Carolina Soil & Water Conservation Districts to restore degraded streams and riparian areas on agricultural lands to benefit the State's water resources. Below is a summary of these projects:

- 1. Ashe County, New River SWCD, Gentry Site on Call Creek** **\$226,052**
 This grant will provide financial assistance to restore approximately 3,800 feet of degraded stream. The Resource Institute is a co-applicant with the SWCD for this project.
- 2. Ashe County, New River SWCD, Wilson Site on North Fork New River** **\$235,028**
 This grant will provide financial assistance to restore approximately 3,000 feet of degrading stream. The Resource Institute is a co-applicant with the SWCD for this project.
- 3. Avery County, Avery SWCD, Beasley Site on Elk River** **\$80,769**
 This grant will provide financial assistance to restore approximately 1,400 feet of degrading stream. The Resource Institute is a co-applicant with the SWCD for this project.
- 4. Cherokee County, Cherokee SWCD, Lewis Site on Little Brasstown Creek** **\$110,368**
 This grant will provide financial assistance to restore approximately 1,300 feet of degraded stream. The Resource Institute is a co-applicant with the SWCD for this project.
- 5. Cherokee County, Cherokee SWCD, Stiles Site on Valley River** **\$24,780**
 This grant will provide financial assistance to restore approximately 700 feet of degraded stream. The Resource Institute is a co-applicant with the SWCD for this project.
- 6. Jackson County, Jackson SWCD, Mock Site on Cullowhee Creek** **\$132,383**
 This grant will provide financial assistance to restore approximately 3,000 feet of degrading stream. The Resource Institute is a co-applicant with the SWCD for this project.
- 7. Watauga County, Watauga SWCD, Bobby Greene Site on Meat Camp Creek** **\$194,000**
 This grant will provide financial assistance to restore approximately 2,000 feet of degraded stream and 1 acre of riparian buffer. BREC, PA is a co-applicant with the SWCD for this project.
- 8. Surry County, Surry SWCD, Cail Site on Hodges Creek** **\$207,308**
 This grant will provide financial assistance to restore approximately 2,700 feet of degraded stream. The Resource Institute is a co-applicant with the SWCD for this project.
- 9. Surry County, Surry SWCD, Westmoreland/Holder Site on Fisher River** **\$146,050**
 This grant will provide financial assistance to restore approximately 1,930 feet of degraded stream. The Resource Institute is a co-applicant with the SWCD for this project.
- 10. Watauga County, Watauga SWCD, HG Watauga Site on South Fork New River** **\$148,870**
 This grant will provide financial assistance to restore approximately 2,523 feet of degraded stream. The Resource Institute is a co-applicant with the SWCD for this project.

Total Funding: \$1,505,608



Water Resources Development Grant Program

Fall 2016 Grant Awards – State & Local Projects

\$375,336 in grants were awarded for six projects that will help North Carolina towns and counties restore streams, aid in stormwater management, provide recreational opportunities and benefit the State's water resources. Below is a summary of these projects:

- 1. Carteret County, Town of Emerald Isle, Archers Creek West Stream Restoration \$25,000**
 This grant will provide financial assistance for the removal of vegetation, trash/debris and sediment along a 1.1 mile section of Archers Creek West.
- 2. Forsyth County, Town of Kernersville, Kernersville Water Management \$43,424**
 This grant will provide financial assistance for the construction of a 10-tiered bioretention system, an innovative storm water control measure, to treat approximately 10,500 square feet of impervious surface.
- 3. Haywood County, Haywood SWCD, Beaverdam Creek Dam Removal \$58,912**
 This grant will provide financial assistance for the removal of a dilapidated dam, stream restoration of approximately 400 linear feet of Beaverdam Creek immediately downstream and the creation of a Watershed Action Plan for the Beaverdam Creek watershed.
- 4. Wake County, Town of Wake Forest, Ailey Young Park Dam Removal & Stream Restoration \$123,000**
 This grant will provide financial assistance for the removal of a failing earthen dam and stream restoration of approximately 780 linear feet along Hatters Branch immediately downstream.
- 5. Watauga County, High County Council of Governments, Middle Fork New River Restoration Prioritization Plan \$25,000**
 This grant will provide financial assistance to create a River Restoration Plan that will identify and assess potential opportunities for stream restoration, stormwater management and environmentally-sustainable greenway corridors along 6.5-mile section of the Middle Fork within the Middle Fork watershed.
- 6. Wilkes County, Town of North Wilkesboro, Yadkin River Greenway \$100,000**
 This grant will provide financial assistance to construct approximately 0.5 miles of greenway along the Yadkin River and a bridge over an unnamed tributary as part of the Memorial Park to Mulberry Fields Connection Project.

Total Funding: \$375,336

\$1,033,920 in grants were awarded for nine projects that will help North Carolina Soil & Water Conservation Districts to restore degraded streams and riparian areas on agricultural lands to benefit the State's water resources. Below is a summary of these projects:

- 1. Jackson County, Jackson SWCD, Farmer Site on Scotts Creek \$96,631**
This grant will provide financial assistance to restore approximately 3,100 feet along Scotts Creek. The Resource Institute is a co-applicant with the SWCD for this project.
- 2. Lincoln County, Lincoln SWCD, Wyant Site on Tributary to Little Pott Creek \$146,747**
This grant will provide financial assistance to restore approximately 2,000 feet along an unnamed tributary to Little Pott Creek. The Resource Institute is a co-applicant with the SWCD for this project.
- 3. Madison County, Madison SWCD, Metcalf Project Site on Little Ivey Creek \$56,197**
This grant will provide financial assistance to restore approximately 1,800 feet along Little Ivey Creek and Paint Fork. The Resource Institute is a co-applicant with the SWCD for this project.
- 4. Mitchell County, Mitchell SWCD, McKinney & Smith Site on Cane Creek \$115,455**
This grant will provide financial assistance to restore approximately 1,800 feet along Cane Creek. The Resource Institute is a co-applicant with the SWCD for this project.
- 5. Stokes County, Stokes SWCD, Devaney Project Site on South Crooked Creek \$198,555**
This grant will provide financial assistance to restore approximately 2,200 feet along South Crooked Creek. The Resource Institute is a co-applicant with the SWCD for this project.
- 6. Surry County, Surry SWCD, Goins & Harris Site on South Fork Mitchell River \$60,368**
This grant will provide financial assistance to the SWCD to restore approximately 3,100 feet along South Fork of Mitchell River. The Resource Institute is a co-applicant with the SWCD for this project.
- 7. Watauga County, Watauga SWCD, Oliver & Winebarger Site on Cove Creek \$149,807**
This grant will provide financial assistance to the SWCD to restore approximately 2,400 feet along Cove Creek. The Resource Institute is a co-applicant with the SWCD for this project.
- 8. Watauga County, Watauga SWCD, Greene Site on Stoney Fork \$87,500**
This grant will provide financial assistance to restore approximately 1,235 feet along Stoney Fork. BREC, PA is a co-applicant with the SWCD for this project.
- 9. Yadkin County, Yadkin SWCD, Cheek Site on Tributary to Swan Creek \$122,660**
This grant will provide financial assistance to restore approximately 1,500 feet along an unnamed tributary to Swan Creek. The Resource Institute is a co-applicant with the SWCD for this project.

Total Funding: \$1,033,920

Water Resources Development Project Grant Program

Fall 2015 Grant Cycle

1. Avery County, Town of Banner Elk, Banner Elk Stormwater \$95,000

This grant will provide financial assistance to the Town of Banner Elk for retrofitting an existing undersized bioretention wetland area that treats stormwater runoff flowing into Shawneehaw Creek.

2. Bertie County, Town of Windsor, Cashie River Treehouse Village \$95,000

This grant will provide financial assistance to the Town of Windsor for the construction of water based recreation amenities along the Cashie River.

3. Bladen County, Bladen County, Butters-Richardson Water Management \$16,000

This grant will provide financial assistance to the Bladen County Soil and Water Conservation District to reduce flooding in the Butters-Richardson Community.

4. Bladen County, Town of Clarkton, Clarkton Drainage Improvements \$35,000

This grant will provide financial assistance to the Town of Clarkton for replacing a collapsing corrugated metal pipe that carries drainage underneath South Elm Street.

5. Brunswick County, Town of Boiling Spring Lake, North Lake Fishing Dock \$29,000

This grant will provide financial assistance to the City of Boiling Spring Lakes for the construction of a fishing dock with amenities at North Lake.

6. Buncombe County, Buncombe Soil and Water, Swannanoa River Restoration \$16,500

This grant will provide financial assistance to the Buncombe County Soil and Water Conservation District for stabilizing 165 feet of eroding streambank along the Swannanoa River.

7. Camden County, Camden Soil and Water, Camden High School Stormwater Wetland and Outdoor Classroom \$10,000

This grant will provide financial assistance to the Camden Soil and Water Conservation District for constructing a stormwater wetland at Camden High School that will treat stormwater runoff and provide educational opportunities for students and faculty.

8. Clay County, Clay Soil and Water, Pinelog Creek Restoration \$29,345

This grant will provide financial assistance to the Clay Soil and Water Conservation District for stabilizing 800 feet of eroding streambank along Pinelog Creek.

9. Durham County, Durham Soil and Water, Southern High School Water Management Design \$20,000

This project will design a retrofit for stormwater conveyance from roofs, parking lots and other impervious areas on the school grounds to bioretention ponds, stormwater treatment wetlands, underground cisterns, and rain gardens.

10. Henderson County, Henderson Soil and Water, Rush Mountain Dam Removal and Stream Restoration \$57,800

This grant will provide financial assistance to the Henderson Soil and Water Conservation District for removing a small dam located on Greer Creek and restoring 300 feet of the former stream channel.

11. Lee County, City of Sanford, Sanford Municipal Parking Lot Water Management \$50,000

This grant will provide financial assistance to the City of Sanford for the installation of stormwater treatment BMPs along Little Buffalo Creek.

12. Martin County, Town of Williamston, Skewarkee Canal Drainage \$200,000

This grant will provide financial assistance to the Town of Williamston for a culvert replacement under the CSX Railroad and to make Skewarkee Canal channel improvements between Main Street and the railroad.

13. McDowell County, McDowell Soil and Water, Old Fort Stream Restoration \$34,000

This grant will provide financial assistance to the McDowell Soil and Water Conservation District for stabilizing 200 feet of eroding streambank along the Catawba River.

14. Pitt County, Town of Winterville, Nobel Canal Watershed Drainage Study \$35,000

This grant will provide financial assistance to the Town of Winterville for a drainage study of the Nobel Canal watershed east of NC Highway 11.

15. Polk County, Town of Tryon, Harmon Field North Pacolet River Restoration **\$150,000**

This grant will provide financial assistance to the Town of Tryon for stabilizing 1,200 feet of eroding streambank along the North Pacolet River at Harmon Field recreation area.

16. Stokes County, Stokes Soil and Water, Little Snow Creek Restoration **\$150,000**

This grant will provide financial assistance to the Stokes Soil and Water Conservation District for stabilizing 1,742 feet of eroding streambank along Little Snow Creek and an unnamed adjoining tributary.

17. Transylvania County, Transylvania Soil and Water, East Fork French Broad River Restoration **\$60,000**

This grant will provide financial assistance to the Transylvania Soil and Water Conservation District for stabilizing 1,111 feet of eroding streambank along the East Fork French Broad River.

18. Watauga County, Town of Blowing Rock, Middle Fork South Fork New River Greenway **\$171,300**

This grant will provide financial assistance to the Town of Blowing Rock for constructing 1,935 feet of greenway along the Middle Fork South Fork New River.

19. Wilkes County, Town of Wilkesboro, Tuckerhole Creek Stream Restoration **\$97,006**

This grant will provide financial assistance to the Town of Wilkesboro for stabilizing 1,500 feet of eroding streambank along Tuckerhole Creek.

Total \$1,350,951

Water Resources Development Project Grant Program

110619 BCC Meeting

State-Local Projects

Spring 2014 Grant Cycle Projects (50/50)

1. Ashe County, New River Soil and Water, Bowlin-Peak Creek Stream Restoration	\$65,000
2. Bladen County, Bladen Soil and Water, Butters-Richardson Community Drainage Study	\$4,000
3. Caldwell County, City of Lenoir, Downtown Stormwater Facility at Harper Avenue	\$50,000
4. Haywood County, Haywood Soil and Water, Raccoon Creek Water Management	\$1,500
5. Haywood County, Haywood Soil and Water, Richland Creek Stream Restoration	\$23,948
6. Henderson County, NC Wildlife Resources Commission, Big Hungry River Dam Removal Phase 2	\$199,000
7. New Hanover County, City of Wilmington, Wilmington Waterfront Planning	\$45,000
8. Pender County, Town of Burgaw, Burgaw Stormwater Master Plan	\$25,000
9. Washington County, NC Parks & Recreation, Lake Phelps Hydrologic Study	\$19,000
10. Yadkin County, Town of Jonesville, Yadkin River Greenway Bridge Phase 2	\$41,750
Sub-Total	<u>\$474,198</u>

Shallow Draft Navigation Channel and Lake Dredging Projects (50/50)

11. Brunswick County, Town of Holden Beach, Lockwood Folly Inlet Crossing Bend Widener	\$454,300
12. Carteret County, Town of Pine Knoll Shores, Pine Knoll Shores Waterway Dredging	\$20,000
13. Dare County, Dare County, Colington Harbor Entrance Channel	\$94,615
14. Mecklenburg County, Mecklenburg Soil and Water, Brown's Cove Dredging	\$187,873
Sub-Total	<u>\$756,788</u>

Natural Resources Conservation Service EQIP Projects (75/25)

15. Alleghany County, Alleghany Soil and Water, Potato Creek	\$38,296
16. Alleghany County, Alleghany Soil and Water, UT New River	\$75,870
17. Alexander County, Alexander Soil and Water, Muddy Fork	\$63,455
18. Avery County, Avery Soil and Water, North Toe River	\$49,030
19. Buncombe County, Buncombe Soil and Water, Newfound Creek Site1	\$31,573
20. Buncombe County, Buncombe Soil and Water, Newfound Creek Site 2	\$28,857
21. Buncombe County, Buncombe Soil and Water, Newfound Creek Site 3	\$22,382
22. Lincoln County, Lincoln Soil and Water, Hoyle Creek Site 1	\$45,224
23. Lincoln County, Lincoln Soil and Water, Hoyle Creek Site 2	\$40,532

24. Macon County, Macon Soil and Water, Cartoogechaye Creek	\$49,152 BCC Meeting
25. Macon County, Macon Soil and Water, Tessentee Creek Site 1	\$30,673
26. Macon County, Macon Soil and Water, Tessentee Creek Site 2	\$29,155
27. Macon County, Macon Soil and Water, Thompson Branch	\$27,766
28. McDowell County, McDowell Soil and Water, Little Crooked Creek Site 1	\$16,639
29. McDowell County, McDowell Soil and Water, Little Crooked Creek Site 2	\$16,639
30. Polk County, Polk Soil and Water, Upper North Pacolet River	\$36,311
31. Surry County, Surry Soil and Water, Big Creek	\$57,196
32. Surry County, Surry Soil and Water, Little Fisher River Site 1	\$110,927
33. Surry County, Surry Soil and Water, Little Fisher River Site 2	\$6,828
34. Surry County, Surry Soil and Water, Little Fisher River Site 3	\$63,620
35. Surry County, Surry Soil and Water, Mitchell River	\$44,099
36. Watauga County, Watauga Soil and Water, Brushy Fork	\$48,513
37. Yadkin County, Yadkin Soil and Water, UT Cranberry Creek	\$81,155
	Sub-Total <u>\$1,013,891</u>
	Total <u>\$2,244,877</u>

SESSION LAW 2017-57
SENATE BILL 257

AN ACT TO MAKE BASE BUDGET APPROPRIATIONS FOR CURRENT OPERATIONS OF STATE DEPARTMENTS, INSTITUTIONS, AND AGENCIES, AND FOR OTHER PURPOSES.

The General Assembly of North Carolina enacts:

PART I. TITLE OF ACT AND INTRODUCTION

TITLE OF ACT

SECTION 1.1. This act shall be known as the "Current Operations Appropriations Act of 2017."

INTRODUCTION

SECTION 1.2. The appropriations made in this act are for maximum amounts necessary to provide the services and accomplish the purposes described in the budget in accordance with the State Budget Act. Savings shall be effected where the total amounts appropriated are not required to perform these services and accomplish these purposes, and the savings shall revert to the appropriate fund at the end of each fiscal year, except as otherwise provided by law.

PART II. CURRENT OPERATIONS AND EXPANSION GENERAL FUND

CURRENT OPERATIONS AND EXPANSION/GENERAL FUND

SECTION 2.1. Appropriations from the General Fund of the State for the maintenance of the State departments, institutions, and agencies, and for other purposes as enumerated, are made for the fiscal biennium ending June 30, 2019, according to the following schedule:

Current Operations – General Fund	FY 2017-2018	FY 2018-2019
EDUCATION		
Community Colleges System Office	\$ 1,121,815,001	\$ 1,141,757,845
Department of Public Instruction	9,046,403,622	9,425,109,426
Appalachian State University	134,672,993	134,672,993
East Carolina University		
Academic Affairs	214,598,809	214,598,809
Health Affairs	74,373,798	75,014,745
Elizabeth City State University	31,964,712	31,154,712
Fayetteville State University	52,116,162	52,116,162



Management on or before March 1 and September 1. Each report shall include all of the following:

- (1) All projects listed in this section.
- (2) The estimated cost of each project.
- (3) The date that work on each project began or is expected to begin.
- (4) The date that work on each project was completed or is expected to be completed.
- (5) The actual cost of the project.

The semiannual reports also shall show those projects advanced in schedule, those projects delayed in schedule, and an estimate of the amount of funds expected to revert to the General Fund.

SECTION 36.3.(e) Of the funds allocated for State-Local Projects in this section, the Department shall allocate the sum of five hundred thousand dollars (\$500,000) for the 2017-2018 fiscal year to be used for Phase III of the Joseph McDowell Historical Catawba Greenway restoration project.

SECTION 36.3.(f) Of the funds allocated for State-Local Projects in this section, the Department shall allocate the sum of five hundred thousand dollars (\$500,000) for the 2017-2018 fiscal year to be used for Phase VI-2 of the Ararat River Greenway and Stream Restoration project.

SECTION 36.3.(g) Section 37.2(e) of S.L. 2016-94 reads as rewritten:

"**SECTION 37.2.(e)** Notwithstanding any provision of law to the contrary, funds appropriated for a water resources development project shall be used to provide no more than fifty percent (50%) of the nonfederal portion of funds for the project. This subsection applies to funds appropriated in this act and to funds appropriated prior to the 2015-2017 fiscal biennium that are unencumbered and proposed for reallocation to provide the nonfederal portion of funds for water resources development projects. The limitation on fund usage contained in this subsection applies only to projects in which a local government or local governments participate. This subsection shall not apply to, and there shall be no local match required for, any of the following, notwithstanding any other provision of law:

- (1) The Environmental Quality Incentives Program. Furthermore, Section 36.3(e) of S.L. 2013-360, Section 36.2(e) of S.L. 2014-100, and Section 31.3(e) of S.L. 2015-241 shall not apply to funds made available as part of the Environmental Quality Incentives Program in any fiscal year. Any remaining balance of funds appropriated prior to the 2015-2017 fiscal biennium for Environmental Quality Incentives Program projects shall be paid out to each of the original grantees for the full grant award amount, except that the Secretary may retain ten percent (10%) of the State share of funding until the Natural Resources Conservation Service of the United States Department of Agriculture has provided a final practice approval for the project.

...."

SECTION 36.3.(h) G.S. 143-215.72 is amended by adding two new subsections to read:

"(c) When the Secretary issues new or revised policies for review of grant applications and fund disbursement under this Part, those policies shall not apply to a project already approved for funding unless the project applicant agrees to the new or revised policy. For purposes of this section, a project is approved for funding when the Department enters into a contract or other binding agreement to provide any share of State funding for the project. Nothing in this subsection is intended to preclude the Secretary from issuing or enforcing policies applicable to projects approved for funding in order to comply with a requirement of State law or federal law or regulations.

- (1) A nongovernmental entity managing, administering, or executing the grant on behalf of a unit of local government may apply as a co-applicant for the grant and may be included as a responsible party on any required resolution issued by the unit of local government.
- (2) The Department may make periodic payments for its share of nonfederal costs of a project prior to receipt of a final practice approval from the Natural Resources Conservation Service if the grantee has submitted a certified reimbursement request or invoice."

SECTION 36.3.(i) G.S. 143-215.72(d), as enacted by subsection (h) of this section, becomes effective July 1, 2017, and applies to projects approved for funding on or after that date.

SECTION 36.3.(j) Funds deposited with the Office of State Treasurer received pursuant to 33 U.S.C. § 701c-3 regarding leases related to lands acquired by the United States for flood control, navigation, and allied purposes are hereby appropriated to the relevant local governments for the benefit of public schools and public roads.

SECTION 36.3.(k) Notwithstanding any other provision of law, there shall be no local or federal match required for (i) the Perquimans Marine Industrial Park and (ii) the New River Storm Damage Mitigation.

SECTION 36.3.(l) In addition to the permissible uses for water resources grants provided in Part 8 of Article 21 of Chapter 143 of the General Statutes, basin construction shall be a permissible use for water resource grants issued for the Perquimans Marine Industrial Park project.

NON-GENERAL FUND CAPITAL IMPROVEMENT AUTHORIZATIONS

SECTION 36.4.(a) The General Assembly authorizes the following capital projects to be funded with receipts or from other non-General Fund sources available to the appropriate department:

Name of Project	Amount of Non-General Fund Funding Authorized	
	FY 2017-2018	FY 2018-2019
Department of Natural and Cultural Resources		
Museum of Art- New Park and Pavilion Building	915,300	-
Wildlife Resources Commission		
Land Acquisition	7,000,000	3,000,000
Infrastructure Repair/Renovation	1,500,000	-
Setzer Hatchery Building Replacement	750,000	-
Boating Access	900,000	900,000
Setzer Hatchery Raceways Replacement	4,500,000	-
Outer Banks Education Center Air Handlers	-	300,000
Burnsville Depot	500,000	-
Butner Lab & Storage Building	500,000	-
Bolivia Depot	750,000	-
New Shooting Ranges	1,000,000	1,000,000
Department of Public Safety		
Nash Correctional Institution		
Field Ministry Program Facility	3,800,000	-

TOTAL AMOUNT OF NON-GENERAL

AGENDA ITEM 7:

BLUE RIDGE WOMEN IN AGRICULTURE PROPOSED LEASE AMENDMENTS

MANAGER'S COMMENTS:

David Walker, Blue Ridge Women in Agriculture (BRWIA), will request the Board modify the current lease for the Food Hub to reflect the additional space the Board allotted to BRWIA.

Board approval is required contingent upon County Attorney review.

STATE OF NORTH CAROLINA**LEASE AGREEMENT****COUNTY OF WATAUGA**

THIS LEASE, made and entered into this ____ day of November, 2015, by and between Watauga County, North Carolina, party of the first part, hereinafter called Lessor; and Blue Ridge Women in Agriculture, Inc., a North Carolina nonprofit corporation, which is also duly recognized by the Internal Revenue Service as a 501(c)(3) organization, party of the second part, hereinafter called Lessee;

WITNESSETH:

WHEREAS, N.C. Gen. Stat. § 153A-176 provides that Watauga County is authorized to dispose of any real or personal property belonging to it by manner prescribed in Chapter 160A, Article 12 of the North Carolina General Statutes; and

WHEREAS, N.C. Gen. Stat. § 160A-272 provides that, upon resolution of the Board of County Commissioners authorizing the execution of a lease, property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine; and

WHEREAS, the Board of County Commissioners resolved on October 6, 2015, to enter into a lease with Blue Ridge Women in Agriculture, Inc., for the rental of space located under the Farm Service Agency of the Watauga County Agricultural Conference Center in that certain building known as the West Annex Building (the "Leased Premises") located at 969 West King Street, Boone, North Carolina 28607 (the "Property") in Watauga County, North Carolina, and

Add: "and office space previously used by County Maintenance"

update to include hallway
space that has chain-linked
fence and office space.

being approximately 2,128 square feet of space for the purpose of creating a food hub which will support local farmers and community gardens by providing storage space for frozen and dry goods, for the term set forth below;

THEREFORE, subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as Lessee of said Lessor, the Leased Premises located at 969 West King Street, Boone, North Carolina 28607 in Watauga County, North Carolina, said Leased Premises being approximately 2,128 square feet of space.

The terms and conditions of this Lease Agreement (sometimes referred to herein as the "Lease") are as follows:

TERM: This Lease shall be for a term of eight (8) years, with automatic one (1) year renewals unless either Lessor or Lessee gives written notice to the other party that it does not intend to renew this Lease no less than sixty (60) days prior to the expiration of the lease term, whether said term be eight (8) years or one (1) year. *However, under no circumstances shall the term of this Lease, including any automatic extensions, be longer than ten (10) years.* This Lease shall become effective thirty-one (31) days after the publication of notice and formal adoption of this Lease by the Board of Commissioners, and is contingent upon approval from the Town of Boone Planning and Inspections Department.

The Lessee covenants with the Lessor, its heirs, successors and assigns, as follows:

STATE OF NORTH CAROLINA**LEASE AGREEMENT****COUNTY OF WATAUGA**

THIS LEASE, made and entered into this ____ day of November, 2015, by and between Watauga County, North Carolina, party of the first part, hereinafter called Lessor; and Blue Ridge Women in Agriculture, Inc., a North Carolina nonprofit corporation, which is also duly recognized by the Internal Revenue Service as a 501(c)(3) organization, party of the second part, hereinafter called Lessee;

WITNESSETH:

WHEREAS, N.C. Gen. Stat. § 153A-176 provides that Watauga County is authorized to dispose of any real or personal property belonging to it by manner prescribed in Chapter 160A, Article 12 of the North Carolina General Statutes; and

WHEREAS, N.C. Gen. Stat. § 160A-272 provides that, upon resolution of the Board of County Commissioners authorizing the execution of a lease, property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine; and

WHEREAS, the Board of County Commissioners resolved on October 6, 2015, to enter into a lease with Blue Ridge Women in Agriculture, Inc., for the rental of space located under the Farm Service Agency of the Watauga County Agricultural Conference Center in that certain building known as the West Annex Building (the "Leased Premises") located at 969 West King Street, Boone, North Carolina 28607 (the "Property") in Watauga County, North Carolina, and

being approximately 2,128 square feet of space for the purpose of creating a food hub which will support local farmers and community gardens by providing storage space for frozen and dry goods, for the term set forth below;

THEREFORE, subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as Lessee of said Lessor, the Leased Premises located at 969 West King Street, Boone, North Carolina 28607 in Watauga County, North Carolina, said Leased Premises being approximately 2,128 square feet of space.

The terms and conditions of this Lease Agreement (sometimes referred to herein as the "Lease") are as follows:

TERM: This Lease shall be for a term of eight (8) years, with automatic one (1) year renewals unless either Lessor or Lessee gives written notice to the other party that it does not intend to renew this Lease no less than sixty (60) days prior to the expiration of the lease term, whether said term be eight (8) years or one (1) year. *However, under no circumstances shall the term of this Lease, including any automatic extensions, be longer than ten (10) years.* This Lease shall become effective thirty-one (31) days after the publication of notice and formal adoption of this Lease by the Board of Commissioners, and is contingent upon approval from the Town of Boone Planning and Inspections Department.

The Lessee covenants with the Lessor, its heirs, successors and assigns, as follows:

RENT: Lessee shall pay to the Lessor as rent for said Leased Premises, the sum of \$1.00, which shall be paid prior to occupying the property and by January 1st of each subsequent year for the duration of the Lease. Lessee is responsible for ensuring that no individuals enter any buildings or any structures located on the Property other than the Leased Premises specifically referenced in this Lease, except for reasonable use of the parking lot located on the Property. Lessee shall also be responsible for payment of all utilities related in any way to Lessee's use of the Leased Premises.

USE OF LEASED PREMISES: The Leased Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Leased Premises. Specifically, there shall be no consumption of alcohol, and no open flame allowed on the Leased Premises. The Lessee shall only use the Leased Premises as a food hub to provide storage space for frozen and dry goods as set forth above. Lessee shall comply with all Health Department rules and all North Carolina state statutes and administrative regulations regarding the storage and handling of food products. Lessee shall be responsible for providing employees of the Lessee who will secure the Leased Premises, the occupants, and the Property during the time period of this Lease and until both the Leased Premises and the Property are vacated by any and all persons, vehicles, or remnants of use by Lessee and its authorized or unauthorized users. Lessee shall also adhere to all terms of the Use and Rental Policies of the Agricultural Conference Center, which document is attached hereto and

incorporated herein by reference as Exhibit "A" concerning care and use of the Leased Premises and the Property unless those terms conflict with this document, in which case this document shall govern. Lessee shall also bear the cost for any cleaning, renovation, or repair needed to restore the Leased Premises to its original condition at the conclusion of this Lease or at the request of the Lessor.

CONDITION OF THE LEASED PREMISES AND THE PROPERTY: Lessor has made no representations or promises with respect to the Leased Premises or the Property except as set forth herein. Lessee has examined the Leased Premises and the Property and accepts the same in the physical condition in which the same now exist. Lessee takes the Leased Premises and the Property AS IS, WHERE IS, and WITH ALL FAULTS. Lessor shall not be liable for any injury or damages caused by, or growing out of, any defect in the Leased Premises or the Property or its equipment, including, but not limited to, any breakage, leakage, getting out of order or defective conditions of heating, ventilating and air-conditioning (HVAC) equipment, electric wiring, electric equipment, pipes, bathrooms, drains, sewer lines, plumbing, or caused by, or growing out of, fire, rain, wind, leaks, seepage, or any other condition of the Leased Premises or the Property now existing or that exists in the future.

ALTERATIONS: The Lessee shall not paint or decorate the Leased Premises or make any alterations, additions or improvements in or to the Leased Premises without the Lessor's prior written consent, and then only in a workmanlike manner using materials and contractors approved by the Lessor.

All such work shall be done at the Lessee's expense and at such times and in such manner as the Lessor may approve. All alterations, additions, and improvements upon the Leased Premises, made by either the Lessor or the Lessee, shall become the property of the Lessor and shall remain upon and become a part of the Leased Premises at the end of the Tenancy created hereby.

WASTE: Lessee will not commit any waste, or permit the same to be done, and will take good care of said Leased Premises and Property at all times.

TRASH: Lessee will keep the Leased Premises and the Property free of all cans, bottles, fragments, debris, and trash.

SIGNS: Lessee shall not erect any signs without the written consent of the Lessor.

INDEMNIFICATION: To the extent permitted by law, Lessee agrees to indemnify and hold harmless the Lessor of and from any and all liability arising from any breach of contract or any other action related to, or incidental to, the performance of this Lease. The Lessor and Lessee agree that nothing in this Lease constitutes a waiver of Lessor's sovereign immunity, and that Lessor's obligations in this paragraph shall be limited to the extent and manner of recovery provided in North Carolina's State Tort Claims Act, N.C. Gen. Stat. § 143-291, *et. seq.* Lessee will further indemnify and hold harmless Lessor and Lessor's agents and employees from any loss, cost, damage and/or expense caused by injuries to persons or property while in, on, or about the Leased Premises or the Property, not attributable to the willfully wrongful act of the Lessor or Lessor's agents or employees.

INSURANCE: Lessee represents and warrants that it will, at its own expense, obtain insurance in the amount of One Million Dollars (\$1,000,000.00) to cover any and all liability or damages incurred during the duration of this Lease, or during any time Lessee is in possession of the Leased Premises, or during any time Lessee or its heirs, successors, assigns, guests, authorized users, or unauthorized users is using the Leased Premises or the Property for any reason. Said liability insurance shall include, but not be limited to, personal injury, death, or property damage. A certificate of insurance in the amount of One Million Dollars (\$1,000,000.00) shall be provided to the Watauga County Manager upon execution of this Lease and by January 1st of each subsequent year for the duration of this Lease.

DESTRUCTION OF OR DAMAGES TO LEASED PREMISES: If the Leased Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty which is not the fault of the Lessee, or if the Leased Premises becomes unavailable or unusable for any reason whatsoever, this Lease shall terminate as of the date of such destruction or unavailability and rental shall be accounted for as between Lessor and Lessee as of that date. If the Leased Premises are damaged, but not wholly destroyed by any such casualties, rent shall abate in such proportion as effective use of the Leased Premises has been affected. However, if the property is damaged by the Lessee, its heirs, successors, assigns, guests, authorized users or unauthorized users, then Lessee will be liable to the Lessor for all damages, both direct and consequential.

GOVERNMENT ORDERS: Lessee agrees to comply promptly with all government orders and the requirements of any legally constituted public authority made necessary by reason of Lessee's occupancy of the Leased Premises or any other person/entity's occupancy of the Leased Premises on Lessee's behalf. In the event a governmental authority, private action, or any other event occurs which imposes a requirement upon the Lessor which would result in a hardship to Lessor to remedy, the Lessor may declare this Lease null and void and the term of this Lease shall cease.

EVENTS OF DEFAULT: The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease shall constitute a breach of this Lease on the part of the Lessee;

- (a) Lessee fails to pay the rental as provided for herein;
- (b) Lessee fails to comply with or abide by and perform any other obligation imposed upon Lessee under this Lease; or
- (c) Any unlawful or unauthorized use of the Leased Premises or the Property occurs, as set forth in paragraph above, entitled "Use of Leased Premises."
- (d) A permanent receiver is appointed for Lessee's property and such receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such removal;

(e) Lessee, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced, or payment thereof deferred;

(f) Lessee makes an assignment for benefit of creditors;

(g) Any other violation of the terms and conditions of the Lease.

TERMINATION OF THE LEASE: Notwithstanding any other provision in this Lease to the contrary, the Lessor may, at its sole and unfettered discretion, terminate this Lease sixty (60) days after written notice has been provided to the Lessee.

LESSOR'S ENTRY OF LEASED PREMISES: At any time during Lessee's tenancy, Lessor, or any representative of Lessor, may enter the Leased Premises to inspect the Leased Premises, exhibit it to prospective Lessees/Purchasers, and to make repairs.

NOTICES: All notices required or permitted under this Lease shall be in writing and shall be personally delivered to or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Lessee shall be delivered or sent to Blue Ridge Women in Agriculture, Inc., P.O. Box 67, Boone, North Carolina, 28607. Notices to Lessor shall be delivered or sent to the Watauga County Manager at 814 West King Street, Office Number 205, Boone, North Carolina, 28607.

NO BAILMENT CREATED: No bailment is created by this Lease agreement, and Lessor assumes no liability whatsoever for any vehicle, person or personal property located on the Leased Premises or the Property, except to

the extent that any such damage or injury occurs due to intentional acts of Lessor or its officers, employees or agents. Any property stored on or in the Leased Premises or the Property shall be at the sole risk of Lessee.

NONWAIVER: Failure of the Lessor to insist upon strict compliance with this Lease at any point shall not be construed as a waiver of any terms contained in this Lease or prohibit full enforcement of the Lessor's rights contained herein.

ASSIGNMENT: The Lessee shall not assign this Lease or sublet the Leased Premises in whole or in part.

HOLDOVER: Should the Lessee continue to occupy the Leased Premises after the expiration or termination of this Lease, such tenancy shall be a tenancy at sufferance only, and in no event shall it be a tenancy from month to month, or from year to year.

ATTORNEY'S FEES: If Lessor employs an attorney because of Lessee's default, holdover, or any other violation of this Lease or of applicable law in any way affecting this Lease, Lessor may recover, and Lessee agrees to pay, all costs including, but not limited to, reasonable attorney's fees, court costs, and costs of litigation.

PERSONAL PROPERTY LEFT ON THE LEASED PREMISES: Any furniture or other personal property remaining on the Leased Premises for two (2) weeks after the termination or expiration of this Lease shall become the sole property of the Lessor.

NEGOTIATED AGREEMENT: This Lease is a negotiated agreement, and it shall not be construed against either party.

NO THIRD-PARTY BENEFICIARIES: The obligations of each party to this Lease shall inure solely to the benefit of the other party, and no person or entity shall be a third-party beneficiary to this Lease.

SEVERABILITY: If any court of competent jurisdiction finds any provision of this Lease to be invalid and unenforceable, such provision shall be severed from this Lease and such invalid and unenforceable provision(s) shall not effect any other provisions of this Lease, the balance of which shall remain in full force and effect. However, if such invalid or unenforceable provision(s) may be modified so as to be valid and enforceable as a matter of law, such provisions shall be deemed to have been modified to the minimum extent necessary to be valid and enforceable under applicable law.

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


AUTHORIZED SIGNATURES: By signing this Lease, the undersigned represents that he/she is duly authorized to do so and that his/her act is the official and binding act of Lessor or Lessee, respectively.

IN TESTIMONY WHEREOF, the said parties of the first and second part herein have hereunto set their hands and affixed their seals the day and year first above written.

Lessor: WATAUGA COUNTY

 (Seal)
By: Jimmy Hodges, Chairman
Watauga County Board of County Commissioners

Lessee: Blue Ridge Women in Agriculture, Inc.

 (Seal)
By: CAROL COWTER, President
Blue Ridge Women in Agriculture, Inc.

AGENDA ITEM 8:

PROPOSED AMENDMENTS TO THE VALLE CRUCIS HISTORIC DISTRICT ORDINANCE

MANAGER'S COMMENTS:

A public hearing was conducted to allow public comment on the proposed amendments to the Valle Crucis Historic District Ordinance. Enclosed is information from the Planning Board and the Valle Crucis Historic District Committee.

The Board may adopt the text amendment along with the statement of consistency, approve the amendment and statement of consistency with changes, deny the request, or table the decision until a future meeting. **The Board may wish to consult with the County Attorney prior to taking any action on this matter.**

Staff seeks direction from the Board.



WATAUGA COUNTY

Department of
Planning & Inspections

126 Poplar Grove Connector Suite 201 • Boone, North Carolina 28607 (828) 265-8043

TTY 1-800-735-2962

Voice 1-800-735-8262

or 711

FAX (828) 265-8080

APPLICATION FOR ORDINANCE TEXT AMENDMENT

Application is hereby made to amend the following text:

Name of Ordinance: Valle Crucis Historic District Ordinance

Article: 2 Section: 2.3 Page: 4

Article: 2 Section: 2.4 Page: 4-5

Article: 2 Section: 2.5 Page: 5-8

Name of Applicant: Watauga County Board of Commissioners

Address: 814 West King Street, Suite 205

Boone, NC 28607

APPLICATION REQUIREMENTS

All applications for amendments shall contain at least the following:

- a) In case of alleged error: the alleged error in the ordinance which would be corrected by this proposed amendment along with detailed explanation.
- b) In case of changing conditions: the conditions which make the proposed amendment reasonably necessary.
- c) In all other circumstances: the factors and rationale offered in support of the proposed amendment.

Applicants shall note that the zoning ordinance and all amendments thereto are created for the purpose of establishing and maintaining sound, stable and desirable development. The ordinance shall only be amended as required for the promotion of public health, safety or general welfare.

Applicant Signature *Don George* Date 9-3-2019

Proposed Amendments

2.3 Exemption of Bona Fide Farms and Public Schools.

This ordinance shall not be applicable to bona fide farm, but any use of farm property for non-farm purposes is subject to the regulations. Bone Fide Farm purposes include production of crops, fruits, vegetables, ornamental and flowering plants, dairy, poultry and all other forms of agricultural products having a domestic or foreign market.

Sections 2.4, 2.5 shall not be applicable to public schools

Proposed Statement to Attach to Amendment

“In 1990, when the Valle Crucis Historic District Ordinance (the “Ordinance”) was enacted, the Valle Crucis School (the “School”) was the only public school located within the Historic District. The footprint of the School is considered a non conforming use under the Ordinance. However, because of its existence at the time the Ordinance was enacted, the nonconformity has been permitted.

The Watauga County School Board determined that a new school structure was necessary to replace the existing school structure. To that end, the County has been considering two options: (1) replace the old school with a new rebuilding on the current site, or (2) build a new School on a new site. Either option would result in a school structure within the Historic District and subject to the restrictions of the Ordinance.

The amendment is being proposed because, quite simply, the Ordinance does not address public schools. It has defined uses of Residential, Multi-Family, Single Family and Commercial, none of which includes public schools within its definition. Applying the restrictions of the Ordinance, as written, to the construction of a new school within the District, without creating standards unique to schools, will place undue hardship on the County. Indeed, the restrictions of the Ordinance create requirements and features that are not consistent with area, height, placement and performance standards for schools. For example, the building height restriction of 30 ft would prevent the school from having a suitable gymnasium (the standard gymnasium is 40 plus ft).

The proposed amendment is the most straightforward way to address what the County deems to have been an oversight (error) of having failed to address public schools within the ordinance, as well as a changed condition (the need to replace the existing school), both of which make the proposed amendment reasonably necessary. The proposed amendment is designed to avoid compromising the overall purpose of the Ordinance.



STAFF REPORT

Valle Crucis Historic District Text Amendment

DATE: September 9, 2019

APPLICANT: Watauga County Board of Commissioners

STAFF CONTACT: Joe Furman, Director

REQUEST:

The applicant has requested a text amendment to exempt schools from Sections 2.4 and 2.5 of the ordinance.

BACKGROUND:

The Valle Crucis Historic District Ordinance has been in effect since September, 1990. The VCHD Ordinance has only one use district, with all uses permitted, separated by buffering. The Watauga County Board of Commissioners and Board of Education have identified two (2) tracts of land upon which to build a new Valle Crucis School; both are located in the Historic District. The Ordinance does not directly mention schools. The proposed amendment attempts to clarify that schools are not affected by area, height, placement, and performance zoning standards. If adopted, the amended text would not exempt schools from the Certificate of Appropriateness requirements.

PUBLIC HEARING AND NOTICE:

Prior to taking action on any proposed amendments, the Board of Commissioners must hold a duly advertised public hearing in accordance with NCGS §153A-323. Hearing notices will be published as required by statutes.

PLANNING BOARD RECOMMENDATION:

The Planning Board will review and comment on whether the proposed amendment is consistent with the Citizens' Plan for Watauga via a written recommendation addressing plan consistency in accordance with NCGS §153A-344. The plan consistency statement will be provided to the Board of Commissioners prior to the Public Hearing.

COUNTY COMMISSIONERS ACTION:

Prior to adopting or rejecting any proposed amendment, the Board of Commissioners shall adopt a statement of plan consistency and explain why the Board considers the action taken to be reasonable and in the public interest. The plan consistency statement is required by NCGS §153A-341. Commissioners may take one of the following actions:

- a. Approval of the application.
- b. Approval of a modified version of the application.
- c. Denial of the application.

RELATION TO CITIZENS PLAN FOR WATAUGA:

The Board of Commissioners shall consider the plan consistency statement, along with public comment and other relevant information, before making a final determination.

STAFF FINDINGS:

Staff finds the following recommendations in the **Citizens' Plan for Watauga** to have a bearing on this request:

Key Community Services (pg. 48) *Construct a new four classroom building for Valle Crucis School and demolish the existing building prone to flooding.*

Preservation of Community (pg. 56) *Create a strategy for preservation of unique communities that identifies and promotes preservation of significant historic, scenic and cultural features. Encourage restoration and use of historic sites and community landmarks to foster community identity*

PLANNING BOARD STATEMENT OF PLAN CONSISTENCY**VALLE CRUCIS HISTORIC DISTRICT ORDINANCE TEXT AMENDMENT REGARDING SCHOOLS**

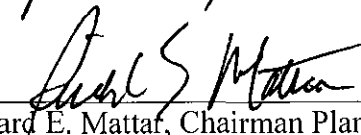
In accordance with NCGS§153A-344, the Planning Board is required to advise and comment on whether a proposed ordinance amendment is consistent with the comprehensive plan and any other applicable long range county plans. The following statement was adopted by the Planning Board on September 16, 2019 and is hereby presented to the Board of Commissioners.

The Planning Board finds the proposed zoning amendments to be consistent with the following findings and recommendations from the Citizen's Plan for Watauga:

Schools are Key Community Services; Valle Crucis School needs to be replaced

The Valle Crucis Historic District will be preserved by the ordinance requirement of Certificate of Appropriateness issuance prior to construction of a new school. Preservation of a community school serves to preserve the community.

September 16, 2019
Date


Richard E. Mattar, Chairman Planning Board

**BOARD OF COMMISSIONERS STATEMENT OF PLAN
CONSISTENCY**
VALLE CRUCIS HISTORIC DISTRICT ORDINANCE TEXT
AMENDMENT REGARDING SCHOOLS



In accordance with NCGS §153A-341, prior to adopting or rejecting any proposed amendment, the Board of Commissioners shall adopt a statement of plan consistency and explain why the Board considers the action taken to be reasonable and in the public interest.

The Board of Commissioners finds the proposed zoning amendment to be consistent with the following findings and recommendations from the Citizen's Plan for Watauga:

Schools are Key Community Services; Valle Crucis School needs to be replaced

The Valle Crucis Historic District will be preserved by the ordinance requirement of Certificate of Appropriateness issuance prior to construction of a new school. Preservation of a community school serves to preserve the community.

Based upon the Statement of Plan Consistency, the Board's finds the following action to be reasonable and in the public interest:

- Approval of the request*
- Approval of the request with the following condition(s):*

- Denial of the request*

Date

John Welch, Chairman Board of County Commissioners

Memorandum

Date: November 1, 2019

To: County Manager, Board of Commissioners

From: Joe Furman

RE: Valle Crucis Historic Preservation Commission Report

Section 3.4 of the Valle Crucis Historic District Ordinance requires the Planning & Inspections Department to refer applications for ordinance amendments to the Planning Board and Valle Crucis Historic Preservation Commission for “study and report.” “The Board of Commissioners shall not enact the proposed amendment until 30 days after such referral or until the Planning Board and Commission makes its report, whichever comes first.” The Planning Board met on September 16, 2019; documentation of their report will be transmitted in a separate memo. The Historic Preservation Commission met October 1, 2019; the report from that meeting is transmitted herewith.

As part of the Commission’s discussion and study of the proposal the Commission chose to receive comments from community members in attendance. Twenty six (26) people attended the meeting; ten (10) spoke. All 10 spoke in opposition to the proposed amendment; it appeared that all in attendance were in opposition. Every effort was made to confine the comments and discussion to the proposed ordinance amendment alone, avoiding discussion of specific tracts of land being considered for the site of a new Valle Crucis School.

Ultimately, the Commission voted 5-0 to recommend that the proposed amendment not be adopted. Primary reasons for this action included: 1) that amending the ordinance to exempt public schools from the area, height, placement, and performance standards of the ordinance would set a precedent for future similar amendments for other uses; 2) that schools should be held to the same standards as other uses to which several of those in attendance, including some Commission members, had been held in the past; 3) that the ordinance to date has effectively preserved the Historic District as described in Section 1.1 (Purposes) of the ordinance, and that adoption of the proposed amendment would undermine those purposes to accommodate construction of a large, new, modern building within the District; and 4) since the local District is also a National Register of Historic Places District, the proposed amendment will not serve it well.

The Commission members recognize that the ordinance was adopted in 1990 as a result of years of hard work and compromise, and firmly believe it should not be weakened. However, they stated a willingness to study the ordinance to determine if any changes are warranted, and report their findings to the Board of Commissioners.

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AGENDA ITEM 9:

PHONE SYSTEM REPLACEMENT REQUEST

MANAGER'S COMMENTS:

Mr. Drew Eggers, IT Director, will request the Board approve the bid from AT&T in the amount of \$43,178.54 for a new phone system for the Courthouse, Administration Building, Planning and Inspections, Veteran's Service, Maintenance, Parks and Recreation, License Plate Agency, and the Cooperative Extension office. The phone system is nine (9) years old and has reached its end of life service. Adequate funds have been budgeted to cover the expense.

Board action is required to award the bid to AT&T in the amount of \$43,178.54 for a new phone system for county facilities.



WATAUGA COUNTY Information Technologies

*Courthouse, Suite 4 • 842 West King Street • Boone, North Carolina 28607 • Phone (828) 265-8015
 FAX (828) 265-8076
 TDD 1-800-735-2962
 Voice 1-800-735-8262*

MEMORANDUM

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

FROM: Drew Eggers, Information Technologies Director

SUBJECT: Phone System Replacement

DATE: October 29, 2019

Our current phone system is nine years old, and this particular system is not made anymore. Parts may become increasingly difficult to find. We need to replace the current system before we are in a position that there is a hardware failure that we cannot recover from quickly.

Also, the Cooperative Extension office is in need of a new phone system, and we intend to add them to this system via a fiber connection to their building.

This proposed system will serve Watauga County's offices in the Courthouse, Administration Building, Planning and Inspections, Veteran's Service, Maintenance, Parks and Recreation (including the Community Recreation Center), License Plate Agency, and the Cooperative Extension office.

The recommendation is to use AT&T for this system. We already have systems installed and supported by AT&T at the Law Enforcement Center, Sanitation, and Human Services. This will allow us to have the same systems, parts, and support for all offices.

We are requesting approval for the purchase of the IP Office system from AT&T. The total cost of the proposed system is **\$43,178.54**. Available funds have been set aside for this. The quote from AT&T is attached.

Thank you for your consideration of this request.

SCHEDULE OF CHARGES
HARDWARE AND SOFTWARE
EQUIPMENT AGREEMENT

110619 BCC Meeting

Watauga County

Company Name:
Watauga County
Customer Sold To #:

Quote Number: AUS4953045
Quote Date: 10/18/2019
Expiration Date: 12/17/2019
Ship to Address:
842 W. King Str
Suite 4
Boone NC 28607

Ship to Contact: Drew Eggers
Ship to Tel: 828-265-8016

Account Executive: Charles Robinson 678-893-5640

Delivery Date:

The following charges apply to this SOW and Project only.

<u>QTY</u>	<u>PRODUCT</u>	<u>TOTAL PRICE</u>
8	IP OFFICE R10+ IP500 T1 ADDITIONAL 2CHANNELS LIC:CU	\$678.29
98	IP OFFICE R10+ AVAYA IP ENDPOINT 1 LIC:CU	\$3,180.04
3	IP OFFICE R11 POWER USER 1 LIC:CU	\$227.12
1	IP OFFICE R11 ESSENTIAL EDITION LIC:DS	\$228.40
1	IP OFFICE R11 PREFERRED VOICEMAIL PRO LIC:DS	\$873.82
1	IP OFFICE ISDN CABLE RJ45/RJ45 3M RED	\$2.18
2	POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA	\$16.45
1	IP OFFICE IP500 EXTENSION CARD PHONE 8	\$449.89
1	IP OFFICE IP500 TRUNK CARD PRIMARY RATE UNIVERSAL	\$432.16
2	IP OFFICE IP500 RACK MOUNTING KIT	\$54.52
1	IP OFFICE IP500 EXPANSION MODULE PHONE 16	\$1,204.75
1	IP OFFICE 500 VERSION 2 CONTROL UNIT	\$295.46
1	IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW	\$22.93
1	IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64	\$159.19
2	AVAYA B179 SIP CONFERENCE PHONE POE ONLY NO AC	\$979.78

Finance your new system with an AT&T Capital Services Lease		
	\$1 Purchase	FMV
12 Monthly Payments of:	\$3,313.63	\$3,108.02
24 Monthly Payments of:	\$1,731.56	\$1,621.68
36 Monthly Payments of:	\$1,157.53	\$1,139.61
48 Monthly Payments of:	\$908.27	\$924.60
60 Monthly Payments of:	\$763.72	\$789.58
Lease rates are for commercial leases only and <u>do not include applicable taxes or maintenance costs</u>		
Lease proposal subject to credit approval and acceptance by AT&T Capital Services. Questions? Call 1-800-733-1481		

Equipment Subtotal:	\$55,662.19
Discount:	\$30,859.86
Equipment Total:	\$24,802.33
Installation:	\$13,013.12
Shipping:	\$124.01
Training:	
Support Services:	\$970.20
OEM/ERS Services:	\$0.00
Services Subtotal:	\$970.20
Voice Maint Solutions:	\$4,268.88
Grand Total:	\$43,178.54

Note:
- All returns subject to a 20% restocking fee
- Shipping costs are estimates
- Quote does not include applicable taxes
- The above prices DO NOT include any required house and/or net-Pop cables or monthly line charges
- A site survey is required if this is a school, place of worship, warehouse, factory, residence, municipality, car dealership, trailer, multi-floor installation or there is existing 1A2 key equipment, there are any separate buildings that need to be cabled, new cables installed and the building is over 30 years old, special paging requests or a data install with Category 5 wiring. If a Site Survey is not performed, customer may be subject to additional charges.

SCHEDULE OF CHARGES
HARDWARE AND SOFTWARE
EQUIPMENT AGREEMENT

110619 BCC Meeting

Watauga County

Company Name:
Watauga County
Customer Sold To #:

Quote Number: AUS4953045
Quote Date: 10/18/2019
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Ship to Address:
842 W. King Str
Suite 4
Boone NC 28607

Ship to Contact: Drew Eggers
Ship to Tel: 828-265-8016

Account Executive: Charles Robinson 678-893-5640

Delivery Date:

The following charges apply to this SOW and Project only.

<u>QTY</u>	<u>PRODUCT</u>	<u>TOTAL PRICE</u>
1	IP OFFICE UNIFIED COMMUNICATIONS MODULE V2	\$490.99
71	J169 IP PHONE GLOBAL NO POWER SUPPLY	\$11,806.74
6	J129 IP PHONE GLOBAL NO POWER SUPPLY	\$337.08
1	IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD	\$9.09
19	J139 IP PHONE	\$1,878.65
7	J100 EXPANSION MODULE 24	\$928.09
1	TRIPP LITE UPS SYSTEM SMART ONLINE RACK/TOWER	\$546.71
98	Reuse Wiring	
1	Test PRI Circuits	
	AT&T Voice Mtc Svcs - 8x5x3 Year(s)	\$4,268.88

Finance your new system with an AT&T Capital Services Lease		
	\$1 Purchase	FMV
12 Monthly Payments of:	\$3,313.63	\$3,108.02
24 Monthly Payments of:	\$1,731.56	\$1,621.68
36 Monthly Payments of:	\$1,157.53	\$1,139.61
48 Monthly Payments of:	\$908.27	\$924.60
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Lease rates are for commercial leases only and <u>do not include applicable taxes or maintenance costs</u>		
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Equipment Subtotal:	\$55,662.19
Discount:	\$30,859.86
Equipment Total:	\$24,802.33
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Shipping:	\$124.01
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Support Services:	\$970.20
OEM/ERS Services:	\$0.00
Services Subtotal:	\$970.20
Voice Maint Solutions:	\$4,268.88
Grand Total:	\$43,178.54

Note:

- All returns subject to a 20% restocking fee
- Shipping costs are estimates
- Quote does not include applicable taxes
- The above prices DO NOT include any required house and/or net-Pop cables or monthly line charges
- A site survey is required if this is a school, place of worship, warehouse, factory, residence, municipality, car dealership, trailer, multi-floor installation or there is existing 1A2 key equipment, there are any separate buildings that need to be cabled, new cables installed and the building is over 30 years old, special paging requests or a data install with Category 5 wiring. If a Site Survey is not performed, customer may be subject to additional charges.

Date Printed: 10/18/2019

Release Date: 9/21/16

Customer Initials

AGENDA ITEM 10:**SANITATION MATTERS*****A. 2020 Community Pride Events*****MANAGER'S COMMENTS:**

Mr. Rex Buck, Operations Service Director, will request the Board authorize weekly community pride events starting January 1, 2020. Community pride events will be every Saturday versus the twice a year schedule. This falls in line with the discussions during the annual retreat and the changes made to the current Sanitation policies. Watauga County residents would be able to continue to utilize their 2,000 pound residential tipping fee waiver on Saturdays during the community pride events. In the event residents are unable to dispose of their acceptable materials on the Saturdays the facility is open, they would be permitted to dispose of these materials Monday through Friday but a tipping fee would apply.

Board action is required to approve the resolution and the postcard to be sent to residents notifying them of the increase in community pride opportunities.

Watauga County
Sanitation Department
Recycling Office

Memo

To: Deron Geouque
From: Rex Buck
CC: Donna Watson
Date: October 28, 2019
Re: 2020 Community Pride Events

This is a request for permission to conduct weekly Community Pride events beginning January 1, 2020. Community Pride events would be held every Saturday, and would provide residents access to Watauga County's solid waste programming. Residents would be permitted to deposit residential waste and furniture items transported to the County's Transfer Station located at 463 Landfill Road, Boone, NC 28607. Residents would, also, be allowed to dispose of appliances, automobile tires, scrap metal, broken concrete, asphalt, brush, unpainted brick, unpainted block, construction debris, and materials exceeding three feet in length, at the County's facilities utilizing their 2,000 pound private residential users' tipping fee waiver.



STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

COMMUNITY PRIDE DAY PROCLAMATION

January 1, 2020

WHEREAS, Watauga County is the beneficiary of an abundance of natural resources, including clean air and water, some of the oldest, most scenic mountains in the world, cascading waterfalls, wildlife, pristine rivers and streams, rolling hills and pastureland; and

WHEREAS, working together to protect and conserve these natural resources is essential to the continued quality of life for the residents of the County; and

WHEREAS, the observance of Community Pride Day provides an opportunity for individuals and groups to promote and raise awareness of environmental stewardship by setting goals and taking actions to lessen the negative impact on the environment; and

WHEREAS, the goal of Community Pride Day is to improve the appearance and character of Watauga County by removing litter and other debris from roadways, waterways and public and private lands; and

WHEREAS, residents will be allowed to dispose of residential waste, appliances, automobile tires, scrap metal, broken concrete, asphalt, brush, unpainted brick, unpainted block, construction debris, and materials exceeding three feet in length at Watauga County's Solid Waste Facility, utilizing their private residential users' tipping fee waiver, beginning January 1, 2020. *(This benefit does not apply to commercial waste, commercial haulers, solid waste collectors, or businesses.)*

NOW, THEREFORE BE IT PROCLAIMED, by the Watauga County Board of Commissioners that each Saturday from January 1, 2020, be declared **COMMUNITY PRIDE DAY** throughout the County and encourage all County residents to work together to ensure the preservation of our natural resources now and for future generations.

ADOPTED this, the _____ day of _____, 2019.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:



Notification to All Watauga County Residents

2020 Community Pride Events

Effective January 1, 2020, Community Pride events will be held every Saturday. Residents will be permitted to deposit residential waste and furniture items in the County's Transfer Station located at 463 Landfill Road, Boone, NC 28607. Residents will also be allowed to dispose of appliances, automobile tires, scrap metal, broken concrete, asphalt, brush, unpainted brick, unpainted block, construction debris, and materials exceeding three feet in length, at the County's facilities utilizing their 2000 pound private residential users' tipping fee waiver. The 2,000 pound residential tipping fee waiver does not apply Monday-Friday.

(Community Pride does not apply to commercial waste, solid waste collectors or businesses).

AGENDA ITEM 10:

SANITATION MATTERS

B. Solid Waste Collection and Delivery Fee Schedule

MANAGER'S COMMENTS:

Due to the recent changes in the solid waste fee schedule; staff is requesting the Board formally adopt the new rates for solid waste collection and delivery services. Currently the County is providing services in the Boone service zone as a pilot program to determine cost and feasibility.

Board action is requested.

Watauga County
Solid Waste Collection and Delivery
Fee Schedule
FY 2020
(October 1, 2019 - June 30, 2020)

336 Landfill Road, Boone, NC

Locality	Zone	Industrial	Commercial	Recycling
BOONE	607	\$ 150.00	\$ 34.65	\$ 27.70
DEEP GAP	618	\$ 165.00	\$ 45.65	\$ 36.50
VILAS	692	\$ 185.00	\$ 55.30	\$ 44.25
TODD	684	\$ 205.00	\$ 60.30	\$ 48.25
SUGAR GROVE/VALLE CRUCIS	679	\$ 205.00	\$ 60.30	\$ 48.25
ZIONVILLE	698	\$ 270.00	\$ 67.20	\$ 53.75

AGENDA ITEM 11:

FINANCE MATTERS

A. Budget Amendments

MANAGER'S COMMENTS:

Ms. Misty Watson, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY FINANCE OFFICE

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

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Misty Watson, Finance Director
SUBJECT: Budget Amendments
DATE: November 6, 2019

The following budget amendment requires the approval of the Watauga County Board of Commissioners. Board approval is requested.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
104283 457003	Guy Ford Road Grant	75,000	
103300 343319	TDA Guy Ford Grant		75,000

To recognize acceptance of a grant from the Watauga County District U TDA for Guy Ford Road river access.

103300 332006	SHIIP Grant		4,722
105550 449901	SHIIP Grant expenses	4,722	

To recognize the acceptance of the State Health Insurance Information Program (SHIIP) grant funds. No match is required.

103300 332004	Senior Center Grant		14,098
105550 449900	Senior Center Grant Expenses	14,098	

To recognize the acceptance of the Senior Center grant funds. County dollars required as match funds are already in the POA budget.

AGENDA ITEM 11:

FINANCE MATTERS

B. FY 2019 Carry Forward Purchase Orders

MANAGER'S COMMENTS:

Ms. Watson will present the Carry Forward Purchase Orders for Fiscal Year 2019.

Board action is required to approve the carry forward purchase orders as presented.

Carry Forward FY 18/19 Purchase Orders

Account	Description	Purpose	Amount	PO#
104160-449900	Carry forward future renovations	Jury renovations	638.89	2019168
104199-469199	Body Storage	3 person body storage	41,486.64	2019167
104210-439500	Rec Trac	Training for software for CRC	15,190.00	2019148
104210-439501	Employee training	cash management module	1,400.00	2019139
104210-442201	Rec Trac	Software for community recreation center	17,260.00	2019148
104210-442201	IT - Exchange server license	Exchange server license	15,000.00	2019159
104210-444000	Rec Trac	Maintenance for software for CRC	3,366.00	2019148
104210-452000	Telephone system and cabling	To upgrade telephone system	25,000.00	2018171
104210-452000	3 Tablets for P&I	Tablets for planning and inspections for on-site	4,000.00	2018167
104210-452000	911 switches	911	13,200.00	2018168
104210-452000	TV	TV for commissioners conference room to replace projector	3,500.00	2019152
104210-452000	IT - Switches core 10gb and replacements	Switches core 10gb and replacements	15,000.00	2019160
104210-452000	IT - large format printer	Printer	1,200.00	2019161
104261-435100	Courtroom #2 renovations	Courtroom #2 renovations	49,244.77	2018012
104261-435200	Courthouse phone system	Update phone system	40,000.00	2019162
104268-458000	Winkler's Creek bookcases and storage cabinet	Bookcases and storage	6,950.00	2018139
104272-458000	Western Watauga Community Center HVAC update	Renovations for grant received	11,007.00	2019157
104272-458000	Western Watauga Community Center remaining renovations	Grant carry forward for renovations	11,856.61	2019171
104284-435101	Old Cove Creek Gym floor	Screen and coat floor	1,125.00	2019164
104283-457001	Greenway Trail Park	Carry forward NCDENR grant	200,000.00	2019173
104283-457003	Loven Concrete Guy Ford Road	Block for Guy Ford River Road access	26,825.00	2019120
104283-457003	Guy Ford Carry Forward Grant	Guy Ford	7,821.10	2019170
104283-457006	Middlefork Greenway Sect 4 carry forward	Middlefork Greenway Sect 4	49,414.89	2019172
104286-435101	AnneMarie field gravel	AnneMarie field gravel	5,345.02	2018171
104286-435101	Infield mix for Anne Marie Park	Infield mix	7,980.00	2019154
104289-458003	Timmons Group Design Services for Watauga County	Engineering and design of the outdoor facilities at the new Community Recreation Center	31,900.00	2019149
104310-421200	Vortex Bullet Proof Vests	Vortex Bullet Proof Vests	4,398.95	2019137
104310-449903	Swat Vests	Swat Vests	2,201.89	2019138
104920-463000	High Country Local	Operating funds for co working space	7,500.00	2019133
104920-463000	High Country Local	FF&E Technology for co working space	33,463.00	2019133
104960-429002	No Till Drill	Carry forward per Grant	3,829.76	2016238
104960-449902	Bill Edmisten Memorial donations	Memorial donations	481.61	2010369
105550-449901	POA carry forward funds	Carry forward SHIIP grant funds	1,780.90	2019165
105550-449902	POA carry forward funds	Carry forward Exxon grant funds	3,897.96	2019165
105911-470045	Carpet and Tile Watauga Schools	Lottery funds carry forward	30,000.00	2019174
106120-449900	Carry forward senior games	Senior games	5,134.66	2016237
145310-449902	Foster Care Discretionary Funds	Carry forward foster care funds	2,244.50	2019166
145310-449903	Adult Protective Services	Carry forward adult protective service funds	2,827.36	2019166
145310-449904	CPS Discretionary Funds	Carry forward CPS funds	1,881.23	2019166
145310-451000	Computer for new position DSS	new computer	955.01	2019163
145410-440006	Adoption Promotions Grant	Carry forward adoption promotion funds	20,654.46	2019166
667420-429000	8 dumpsters	8 dumpsters	10,656.00	2019125
667420-435101	Install pipe at Landfill pond	Pipe landfill pond	14,500.00	2018068
667420-469567	Mulch grinding	Mulch grinding	39,900.00	2019136

TOTAL 792,018.21

AGENDA ITEM 11:

FINANCE MATTERS

C. Proposed Inmate Catastrophic Insurance Contract

MANAGER'S COMMENTS:

Ms. Misty Watson, Finance Director, will present the contract renewal with Insurance Management Consultants for catastrophic insurance for inmates housed in the County jail. The insurance shields the County from large medical claims that occur while inmates are being housed in the Watauga County Jail.

Board action is requested to approve the contract with Insurance Management Consultants, Inc. for catastrophic insurance coverage in the amount of \$42,390 with a \$10,000 deductible. Adequate funds are available to cover the contracted cost.

Board action is required to renew the contract with Insurance Management Consultants, Inc. in the amount of \$42,390 with a \$10,000 deductible.



WATAUGA COUNTY

FINANCE OFFICE

814 West King St., Room 216 - Boone, NC 28607 - Phone (828) 265-8007 Fax (828) 265-8006

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Misty Watson, Finance Director
SUBJECT: Inmate Catastrophic Insurance Contract
DATE: November 6, 2019

Attached please find information on the renewal contract from Insurance Management Consultants, Inc. for the insurance policy for large medical claims incurred on behalf of inmates in the County's care. The renewal amount is \$42,390 with the \$10,000 deductible. This represents no change from last year's premium. Funds of \$45,000 are available in the current detention budget for this contract. I recommend acceptance of option 1 with the \$10,000 deductible.

Board approval is requested for the contract.

UNIMERICA INSURANCE COMPANY

SUBSEQUENT POLICY PERIOD OFFER



Employer: WATAUGA COUNTY SHERIFF'S OFFICE
Effective Date: DECEMBER 01, 2019
Producer: TAMARA VOLKERT
Underwriter: CHRIS ALBRECHT
Sales Reps: KURT HAAG
Date: 08/06/2019

SPECIFIC COVERAGE		Current	
		Option 1	Option 2
Specific Deductible Amount		\$10,000	\$15,000
Specific Maximum		\$250,000	\$250,000
EMPLOYEE	83	\$42.56	\$40.43
FAMILY	0	\$0.00	\$0.00
Total Premium	83	\$42,389.76	\$40,268.28
Commission		17%	17%
Benefits Covered		MED	MED
Specific Contract Basis		12/18	12/18

CONDITIONS AND ASSUMPTIONS

- ~ MINIMUM ANNUAL PREMIUM: 90% OF ANNUAL PREMIUM SHOWN ABOVE
- HOSPITAL AVERAGE DAILY MAXIMUM: UNLIMITED
- INCLUDES COVERAGE FOR AIDS/HIV & PREGNANCY
- ~ Other compensation or bonuses may be indirectly reflected in this quote. Contact your broker/agent if you have any questions relating to their compensation for this offer.
- ~ Current plan has been quoted.
- ~ The Plan will have Network: Current (Medicare Discount) Case Manager: N/A TPA: N/A
- ~ Retirees N/A considered Covered Persons for benefits under the Excess Loss Policy.
- ~ The Subsequent Policy Period Offer is based on data submitted, plus other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending or denied pending additional information, or which the employer or its authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates or factors of this offer or can void the offer and coverage.
- ~ This document may contain Protected Health Information (PHI) and should only be shared with individuals designated to view such information per HIPAA regulations.

Until we obtain the signed Subsequent Policy Period Offer, the rates and factors are subject to change as additional information is received. This Offer is valid for the stated effective date noted above provided the employer or its authorized representative elects one of the above options, signs the acknowledgment and we receive the completed Offer by 9/27/2019

Circle Coverages & Options Elected	Signature:
Dated:	Title:



Catastrophic Inmate Medical Insurance

PLAN DOCUMENT

PLAN SPONSOR: **Watauga County Sheriff's Office**

EFFECTIVE DATE: **December 1, 2019**

DEFINITIONS:

- A. **AVERAGE DAILY MAXIMUM (ADM)** means the maximum allowable amount on a per day basis shown in the Schedule of Insurance.
- B. **EDUCATIONAL OR REHABILITATIVE CARE** means care for restoration (by education or training) of one's ability to function in a normal or near normal manner following any illness or injury. This type of care includes, but is not limited to, physical therapy, occupational therapy, and speech therapy.
- C. **EXPERIMENTAL PROCEDURE** means any medical procedure, equipment, treatment or course of treatment, or drugs or medicines that are: (a) limited to research; (b) not proven in an objective manner to have therapeutic value or benefit; (c) restricted to use by medical facilities capable of carrying out scientific studies; (d) of questionable medical effectiveness; or (e) would be considered inappropriate medical treatment. To determine, in its sole discretion, whether a procedure is experimental, the Plan will consider, among other things, commissioned studies, opinions and references to or by the American Medical Association, the Food and Drug Administration, the Department of Health and Human Services, the National Institute of Health, the Council of Medical Specialty Societies and any other association, program or agency that has the authority to review or regulate medical testing or treatment.
- D. **HOSPITAL** means an acute care facility which meets all of the following criteria:
1. such hospital is not located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility, except for the Central Prison Hospital located in Raleigh, NC which is a covered facility;
 2. operates as a hospital pursuant to applicable law;
 3. operates primarily for the reception, care, and treatment of sick or injured persons who are not sick or injured "Inmates";
 4. provides 24-hour nursing service by "Registered Nurses" on duty or on call;
 5. has a staff of one or more "Physicians" at all times;
 6. provides organized facilities and equipment for diagnosis and treatment of acute medical, surgical and psychiatric ward conditions on premises; and

7. is not primarily a psychiatric hospital, long-term care facility; extended care facility; nursing rest or custodial care or convalescent home; a place for the aged, drug addicts, alcoholics or runaways; or similar establishments.
- E. ILLNESS means a sickness or disease. "Illness" does not include learning disabilities, attitudinal disorders, or disciplinary problems.
- F. INJURY means bodily injury resulting from an accidental event. For purposes of this Plan Document, an attempted suicide shall be deemed to be an accidental, unforeseen event
- G. INMATE means a person(s) arrested by a designated licensed authority or in the care, custody and control of the "Plan Sponsor". Such persons (i) will remain "Inmates" up until the date of discharge from incarceration as designated by the governing body or judicial entity that sentenced such "Inmate" or any date earlier as deemed appropriate by the same governing body; or a judicial entity with lawful jurisdiction; and will cease to be "Inmates" as of the date of discharge from incarceration, even if such date of discharge occurs while such "Inmate" is hospitalized.
- H. INPATIENT means an "Inmate" who meets all of the following criteria:
1. such "Inmate" is admitted as an inpatient to the "Hospital"; or is being held for observation and or testing at a hospital facility.
 2. such "Inmate" incurs expenses for room and board, or observation and or testing that are charged to the "Named Insured" or the lawfully appointed designee of the Plan Sponsor.
- I. MEDICALLY NECESSARY means necessary and appropriate for the diagnosis or treatment of an "Illness" or "Injury" based on generally accepted current medical practice. A service, medicine or supply will not be considered "Medically Necessary" if it:
1. is provided only as a convenience to the "Inmate";
 2. is not appropriate for the "Inmate's" diagnosis or symptoms; or
 3. exceeds (in scope, duration or intensity) that level of care, which is needed to provide safe, adequate and appropriate diagnosis or treatment.
- J. MENTAL OR NERVOUS DISORDER means a mental or emotional disease or disorder that is listed in the current edition of the Diagnostic and Statistical manual for Mental Disorders of the American Psychiatric Association and denotes the following:
1. a disease of the brain with predominant behavioral symptoms;
 2. a disease of the mind or personality, evidenced by abnormal behavior; or
 3. a disorder of conduct evidenced by socially deviant behavior.
- K. ON SITE CLINIC means a clinic or medical facility providing any kind of healthcare, psychological, nutritional, or psychiatric services located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility.

- L. ORGAN TRANSPLANT PROCEDURES means any transplant procedure including, but not limited to, kidney, cornea, heart, lung, heart-lung, liver, pancreas and bone marrow transplants.
- M. OUTPATIENT SURGICAL CENTER means any outpatient same-day surgery center which meets both of the following criteria:
1. has facilities that are operated primarily for the purpose of performing surgical procedures and is licensed by the State in which it resides.
 2. such center is not located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility.
- N. PHYSICIAN means a person performing services within the scope of his or her license, who is a duly licensed: (1) doctor of medicine (MD), (2) doctor of osteopathy (DO), or physician assistant (PA).
- O. PLAN COVERAGE PERIOD means a 12-month period commencing on the Effective Date shown above or such shorter period of time if this plan is terminated earlier.
- P. PLAN ADMINISTRATOR means the Plan Sponsor who shall undertake the administration of claims or a Third Party Administrator hired by the Plan Sponsor to perform the said duties. The Administrator shall:
1. Supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims,
 2. Maintain accurate records of all claims payments,
 3. Provide case management to appropriately manage the care of all "Hospital Inpatient Services".
- Q. REASONABLE AND CUSTOMARY means the usual charge made by a group, entity or person who renders or furnishes similar services, treatments or supplies; provided the charge is not in excess of the general level of charges made by others who render or furnish the same or similar services, treatments or supplies to persons; (1) who reside in the same geographical area (as determined by the Center for Medicare and Medicaid ("CMS") Guidelines); and (2) whose "Illness" or "Injury" is comparable in nature and severity.

In determining whether a charge is reasonable, one or more of the following factors may be considered:

1. the level of skill, extent of training and experience required to perform the procedure or service;
2. the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services;
3. The severity of the nature or "Illness" or "Injury" being treated; the amount charged for the same or comparable services, medicines or supplies in other parts of the country.
4. the cost to the provider of providing the service, medicine, or supply;

- R. REGISTERED NURSE means a graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." after his/her name.
- S. SUBSTANCE ABUSE means alcohol, drug or chemical abuse, overuse or dependency.
- T. SURGERY means:
1. an invasive diagnostic procedure performed by a "Physician"; or
 2. The treatment of "Illness" by manual or instrumental operations performed by a "Physician" while the patient is under general or local anesthesia.

PLAN BENEFIT DESCRIPTION:

The Plan covers the following Allowable Medical Expenses incurred by an "Inmate" for the treatment of an "Injury" or "Illness" during the Plan Coverage Period. Such charges are covered at the Plan Benefit Coinsurance and subject to:

- the Limitations shown in the Schedule of Benefits;
- the Exclusions; and
- All other terms and conditions of the Plan.

SCHEDULE OF BENEFITS:

Plan Benefit Coinsurance:	100% of "Allowable Medical Expenses"
Inpatient Hospital Services:	Limited to the lesser of the amount paid or an "Average Daily Maximum" (ADM) per admission of unlimited for all days.
Outpatient Surgical Services:	Unlimited per outpatient surgical visit.

ALLOWABLE MEDICAL EXPENSES:

Inpatient Hospital Services:

The following services provided and billed by a "Hospital" while the "Inmate" is an "Inpatient". All services and supplies must be administered by or under the direction of a "Physician".

- A. Emergency Room Services and Ambulance Services as long as the "Inmate" is admitted to the "Hospital" on an "Inpatient" basis for further services and or treatment within 24 hours.
- B. The use of any type of room and board; operating, treatment, recovery and daily room and board.
- C. Services and supplies that are routinely provided by the "hospital" to "inpatients."
- D. Supplies including but not limited to:
 - Dressings

- Sutures
 - Casts
 - Other supplies which are deemed “medically necessary.”
- E. Diagnostic Testing including but not limited to:
- Radiological
 - Ultrasonographic
 - Laboratory
 - Radiation Therapy or treatment
- (Psychometric behavioral and educational testing is not included.)
- F. Other Charges:
- Oxygen and other gases and their administration thereof
 - Anesthetics and their administration thereof
- G. Hemodialysis (services and charges by the “hospital”) as long as it is done on an “inpatient” basis.
- H. Processing and administration of blood or administration of blood components

Outpatient Surgical Services:

Services provided and billed by a “Hospital” or an “Outpatient Surgical Center” for “Surgery”. The “Inmate” must be discharged within 24 hours of admission. All services and supplies must be administered by or under the direction of a “Physician”.

EXCLUSIONS:

- A. Any expenses which are not “Medically Necessary”.
- B. Any expenses in excess of the “Reasonable and Customary” charge.
- C. Any expenses which were incurred prior to the Effective Date of the Plan.
- D. Consulting Fees.
- E. Expenses which are covered, recoverable, or attributable to, any other medical or hospitalization benefit policy or insurance.
- F. Dental, Vision or hearing services unless the services are the direct result of an “Injury”, or “Illness”.
- G. Services that do not qualify as “Hospital Inpatient Services” or “Outpatient Surgical Services”, including, but not limited to:
1. “Physician” office visits
 2. Services rendered at the site of the emergency
 3. Healthcare services or medicine administered or provided at a jail or correctional facility; except those provided by the Central Prison Hospital of Raleigh, NC
 4. Prescription drugs provided to an “inmate” not on an “inpatient” or “surgical outpatient” basis.

- H. "On site Clinic" services expenses.
- I. "Experimental Procedures", drugs, or research studies, or any services or supplies not considered legal in the United States.
- J. "Organ Transplant Procedures" or any organ donations.
- K. "Mental or Nervous Disorders", rehabilitation treatment.
- L. "Substance Abuse" expenses, programs for the rehabilitation treatment thereof.
- M. Dependent care and any related expenses.
- N. Any expenses related to or from War, whether declared or undeclared, hostilities, invasion or civil war.
- O. Any expenses resulting from and "injury" or "illness" that is a direct result of a nuclear or radioactive accident.
- P. Any expenses which are incurred after the "inmate" is released from custody or control from the correctional authorities.
- Q. "Expenses for, in connection with, or arising out of providing security or guarding of any "inmate" while such "inmate" is an "inpatient" in a "hospital" or such "inmate" is receiving "outpatient surgical services". "Injuries" sustained by the "inmate" as a direct result of the "inmate" needing to be restrained or controlled will be considered covered expenses so long as it can be shown that only reasonable force was exercised by law enforcement personnel.
- R. Any custodial care, "Educational or Rehabilitative Care" or nursing services expenses while primarily confined to receive such services.
- S. Any expenses that result from services solely for cosmetic or aesthetic purposes.
- T. Expenses for vocational or recreational therapy or vocational rehabilitation.
- U. Expenses for preventative care, including routine physical examinations, prenatal examinations and educational programs.
- V. The following expenses for conception and childbirth:
- Any drug, treatment or procedure that either promotes or prevents conception or childbirth
 - Artificial insemination, treatment of infertility, impotency and sterilization
 - Abortion (unless the life of the mother would be endangered if the fetus was carried to term)
 - Care of newborn infants.
- Allowable Medical Expenses related to complications of pregnancy are covered.
- W. The following cosmetic, weight loss or body transforming services
- Weight modification, surgery for obesity
 - Wiring of teeth, Gastric bypass, lap band or any related surgery

- Breast augmentation, reduction and sex/gender changes
- X. Marriage, Family or Child Counseling.
- Y. Any payment of, or because of punitive or exemplary charges.
- Z. If this plan is new to the "Plan Sponsor", expenses for an "illness" of an "inmate" who is hospitalized on the effective date or within 72 hours after the effective date of this plan. This would not apply to a new inmate arriving during the 72-hour period.

Plan Sponsor **Watauga County Sheriff's Office, NC**

Plan Document Reviewed and Approved by:

Name and Title

Date

Initial number of Inmates on the Effective Date: **83**

AGENDA ITEM 12:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Agricultural Center Culvert Replacement Project Change Orders #'s 1, 2, & 3*****MANAGER'S COMMENTS:**

The Board awarded a contract to J.W. Hampton in the amount of \$254,293.50 which was less than the project budget for the replacement of the culvert at the West Annex.

Due to time constraints, three change orders were required to be approved prior to the Board meeting. Change Order One included installation of two (2) water lines and one sewer line in the amount of \$9,650.50. Change Order Two in the amount of \$2,988.75 was to raise the parking level at the loading dock to assist the Food Hub deliveries. Change Order Three replaced the concrete ramp for \$3,000. The total project cost is \$269,932.75 including the \$15,639.25 in change orders. The total project cost is below the budgeted amount of \$300,000.

Board action is required to approve the change orders as presented.



3632 Old 421 South
 Boone, NC 28607
 Phone: (828) 264-7103
 Fax: (828) 264-7107

Change Order # ACC001

TO: Alan Cress, Municipal Engineering
FROM: Chuck Campbell, JW Hampton Company
SUBJECT: Water and Sewer Changes
DATE: 10/10/2019

NOTE: Utility Changes

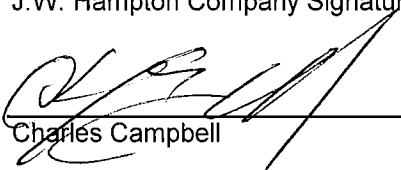
Project: Agricultural Convention Center

Please find our quote for the relocation of waterlines and Sewer service lines. The water lines were moved under the new 60" storm to maintain proper cover. The elevation of the existing sewer would not work with the existing sewer man hole and miss the new 60" storm drain. Therefore; we moved the sewer parallel along the storm drain and tied to a line down stream of the existing grease trap. Please contact me with any questions or concerns.

<u>CO Request Items</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>30% Burden</u>	<u>Amount</u>
1 Waterline Relocation					
a Installation of new 2" waterline. Includes all fittings, Pipe, time, labor and material.	2.00	EA	\$1,500.25	\$0.00	\$3,000.50
b Installation of additional sewer line and fittings	70.00	LF	\$95.00	\$0.00	\$6,650.00

Total: \$9,650.50

ACCEPTANCE OF PROPOSAL:

Client Signature	J.W. Hampton Company Signature
Owner / Representative	Date
 Charles Campbell	10/15/19 Date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.



3632 Old 421 South
 Boone, NC 28607
 Phone: (828) 264-7103
 Fax: (828) 264-7107

Change Order # ACC002

TO: Alan Cress, Municipal Engineering
FROM: Chuck Campbell, JW Hampton Company
SUBJECT: Loading Dock Changes
DATE: 10/15/2019

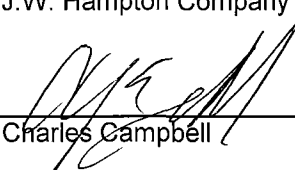
NOTE: Loading Dock

Project: Agricultural Convention Center

Please find our quote for the proposed loading dock elevation change. This also cover an additional gutter drain, concrete demo and 6" grate.

<u>CO Request Items</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>30% Burden</u>	<u>Amount</u>
1 Labor					
a Labor for all items	10.00	HR	\$40.00	\$0.00	\$400.00
2 Equipment					
a Cat 305.5 Track Hoe	1.75	HR	\$105.00	\$0.00	\$183.75
b Volvo 290 Hammer	0.50	HR	\$190.00	\$0.00	\$95.00
c Cat 329 Track Hoe	1.00	HR	\$175.00	\$0.00	\$175.00
3 Materials					
a Asphalt	9.00	TN	\$150.00	\$0.00	\$1,350.00
b ABC Stone	15.00	TN	\$30.00	\$0.00	\$450.00
c Pipe and Fittings	1.00	LS	\$335.00	\$0.00	\$335.00
Total:					\$2,988.75

ACCEPTANCE OF PROPOSAL:

Client Signature _____ Owner / Representative	J.W. Hampton Company Signature  _____ Charles Campbell
_____ Date	10/15/19 _____ Date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

x. WOOD FRAMED
travel stairs w/
metal railing

ex. ramp

3257

INCLUDE DRAWING FOR CONDENSATION
AND PENETRATING FLASH DETAILS

USE 4" PIPING (1/2" LINE)

AGRICULTURAL BLDG.
LOADING DOCK

11-57



3632 Old 421 South
 Boone, NC 28607
 Phone: (828) 264-7103
 Fax: (828) 264-7107

Change Order # ACC003

TO: Alan Cress, Municipal Engineering
FROM: Chuck Campbell, JW Hampton Company
SUBJECT: Replacing Concrete Ramp
DATE: 10/23/2019

NOTE: Loading Dock

Project: Agricultural Convention Center

Please find our quote to remove and replace existing concrete ramp. This price includes demolition, fine grading, stone, 6X6 WW, concrete replacement.

<u>CO Request Items</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>30% Burden</u>	<u>Amount</u>
1 Labor, Equipment and materials					
a Work	1.00	LS	\$3,000.00	\$0.00	\$3,000.00

Total: \$3,000.00

ACCEPTANCE OF PROPOSAL:

Client Signature <hr/> Owner / Representative	J.W. Hampton Company Signature Charles Campbell Date
	10/23/19 Date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

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AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Sheriff's Office Assignment and Assumption Agreement

MANAGER'S COMMENTS:

The Sheriff's Office is requesting the Board approve the reassignment of the jail contract for medical services from JLW Enterprises, Inc. to Competent Correctional Care, Inc. The County Attorney has reviewed the assignment agreement.

Board action is requested to approve the assignment from JLW Enterprises, Inc. to Competent Correctional Care, Inc.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Agreement") is entered into effective as of September 25, 2019 (the "Effective Date"), by and between JLW Enterprises, Inc., a North Carolina corporation ("Seller"), Competent Correctional Care, Inc., a North Carolina corporation ("Buyer"), and Watauga County ("Watauga"). Seller, Buyer, and Watauga may each be referred to herein as a "Party" or collectively referred to herein as the "Parties".

RECITALS

WHEREAS, Seller and Watauga are parties to that certain Health Services Agreement (including all exhibits and schedules thereto) dated December 1, 2013, governing the terms and conditions of the engagement of Seller to Watauga (the "Health Services Agreement");

WHEREAS, Section 9.2 of the Health Services Agreement permits Seller to assign the Health Services Agreement with the consent of Watauga, which consent is not to be unreasonably withheld;

WHEREAS, Seller and Buyer have agreed to assign the Health Services Agreement to Buyer in its entirety, contingent upon the approval of Watauga;

WHEREAS, Watauga, by signing below, hereby consents to the Assignment of the Health Services Agreement to Buyer and the Assumption by the Buyer of the terms and conditions set forth in the Health Services Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller, Buyer, and Watauga hereby agree as follows:

1. **Assignment**. Effective as of the Effective Date, Seller hereby sells, conveys, transfers, and assigns to Buyer all of Seller's right, title and interest in and to the Health Services Agreement.
2. **Assumption of Liabilities**. Buyer hereby accepts the assignment of the Health Services Agreement, and Buyer hereby assumes and agrees to perform, observe and fulfill all of the agreements, terms, covenants, conditions and other obligations required to be performed, observed and fulfilled by Seller under the Health Services Agreement, accruing from and after the Effective Date, as and when performance is due.
3. **Seller Representations**. Seller represents and warrants to Buyer that the Health Services Agreement is valid, binding and enforceable in accordance with its terms and is in full force and effect. There are no existing defaults by Seller or Watauga under the Health Services Agreement and no event has occurred which (with notice, lapse of time or both) could reasonably be expected to constitute a breach or default under the Health Services Agreement by Seller or Watauga or give Seller or Watauga the right to terminate, accelerate or modify the Health Services Agreement. Watauga has paid Seller all amounts due and owing to Seller under the Health Services Agreement

as of the Effective Date. No consent or other authorization is required from the Seller or Watauga under the Health Services Agreement in order to consummate the transactions contemplated by this Agreement which has not been obtained and provided to the Buyer subject to Watauga's execution of this Agreement. Seller has not assigned or otherwise transferred the Health Services Agreement, and Seller has full right and authority to assign the Health Services Agreement to Buyer as set forth in this Agreement. Notwithstanding any provision to the contrary contained in this Agreement, Seller shall indemnify and hold Buyer harmless from any and all liabilities, claims, obligations, loss and expenses, including reasonable attorney's fees, arising in connection with the Health Services Agreement, which arise by virtue of acts or omissions occurring thereunder on or prior to the Effective Date, or as a result of Seller's failure to fulfill its duties and obligations accruing under the Health Services Agreement on or before the Effective Date.

4. **Consent to Assignment.** By their execution of this Agreement, Watauga and Seller consent to the assignment of the Health Services Agreement from Seller to Buyer as set forth herein, and Watauga and Seller acknowledge that, notwithstanding anything to the contrary in the Health Services Agreement, this Agreement satisfies any provision in the Health Services Agreement or other obligation by which a Party must deliver written notice and/or obtain consent to assign the Health Services Agreement as contemplated herein.

5. **Further Acts.** Each of the Parties covenants and agrees that from time to time on and after the Effective Date, it will, at no material cost to the other Parties, execute and deliver all other documents that may reasonably be required to confirm and assure the consummation of the transactions provided for herein.

6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter dealt with herein and supersedes all prior agreements and understandings whether written or oral. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by an authorized representative of a Party.

7. **Governing Law.** This Agreement shall be construed and enforced in accordance with and governed by the internal, substantive laws of the State of North Carolina, without regard to conflict of laws rules thereof

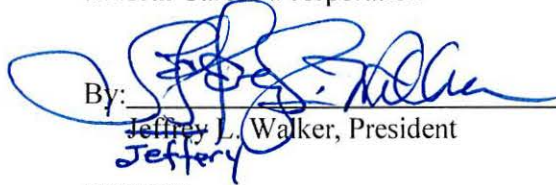
8. **Binding Effect.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns, as the case may be.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

SELLER:

JLW ENTERPRISES, INC.,
a North Carolina corporation

By:  _____
Jeffrey L. Walker, President

BUYER:

COMPETENT CORRECTIONAL CARE, INC.,
a North Carolina Corporation

By:  _____
W. Rentz Johnson, President

CONSENTED TO:

WATAUGA COUNTY

By: _____
John Welch, Chairman
Watauga County Board of Commissioners

Attest:

Anita J. Fogle, Clerk to the Board

Jane M. Edwards, FNP-C, DNP

1095 Eureka Lane, Catawba, North Carolina 28609

Tel: (828) 241-9779 Cell: (828) 228-4389

Email: scottnjane@gmail.com

PURPOSE

As a board-certified family nurse practitioner with a doctorate in nursing practice, I am interested in a locums or part time position in which I can work independently within the scope of my practice. Given my broad range of experience and knowledge, I am an excellent candidate for a clinical position.

EXPERIENCE

Nurse Practitioner, Hospitalist, Catawba Valley Health System Hickory, North Carolina 2007-Present

Currently function in the role of an acute care nurse practitioner in a hospital setting. I assess and manage acutely and critically ill adult patients within the inpatient/hospital setting including the emergency department, intensive care unit, acute care wards, palliative and hospice care or any combination of the above. I diagnose and treat medical conditions and provide direct patient management from admission to discharge in collaboration with the attending physician and other members of the healthcare team. I prescribe medications and treatments based on efficacy, safety and cost. I strive to provide quality care, decrease length of stay, and improve patient and family satisfaction, while improving interdisciplinary communication and overall patient care. Additionally, my duties include practice management, which involves scheduling for 19 providers, maintaining department and facility required education, annual evaluations, and investigation and follow up of daily practice issues.

Per diem Nurse Practitioner 2010-present

Multiple departments/facilities within the Catawba Valley Health System: Infectious Disease, Surgery, Pulmonology, Occupational Health, Intensive Care, and Family Medicine

Adjunct Faculty, South University 2011-2014

Nurse Educator, Catawba Valley Medical Center, Hickory, North Carolina 2004-2007

Conducted patient interviews in a pre-operative setting. Obtained brief patient history, informed consents for surgical procedures, and provided education about pre-and post-operative care. Ordered pertinent pre-operative evaluations including EKGs, labs, and

Jane M. Edwards

radiological studies based on patient history and current health status. I worked closely with the anesthesiologists to provide safe and appropriate patient care.

Registered Nurse, Catawba Valley Medical Center, Hickory, North Carolina 1995-2004

I worked as a registered nurse in same day surgery (9 years), Labor and Delivery and postpartum care (2 years), and NICU (3 years).

Instructor, Catawba Valley Community College, Hickory, North Carolina 1998-2000

Lead instructor for Certified Nursing Assistant level II students. Supervised clinical rotations in local hospitals and nursing care facilities, instructed students in clinical skills labs, and developed coursework including lectures and exams.

Registered Nurse, NICU, Labor and Delivery, Grace Hospital, Morganton, North Carolina 1995-1997

Registered Nurse, NICU-level II, Southeastern Regional Med Center, Lumberton, North Carolina 1994-1995

Licensed Practical Nurse, Carillon Nursing Home, Lumberton, North Carolina 1993-1994

Personnel Coordinator, Mega Force Temporaries, Lumberton, North Carolina 1990-1993

EDUCATION

The University of Alabama Birmingham, Birmingham, Alabama, 2009-2010

Doctorate of Nursing Practice

The University of North Carolina at Charlotte, Charlotte, North Carolina, 2004-2007

Master of Science in Nursing/Family Nurse Practitioner

The University of North Carolina at Greensboro, Greensboro, North Carolina, 1998-2000

Bachelor of Science in Nursing

Robeson Community College, Lumberton, North Carolina, 1992-1994

Associate Degree in Nursing

The University of North Carolina at Chapel Hill, Chapel Hill, North Carolina, 1987-1988

Bachelor of Arts/English

Jane M. Edwards

Peace College, Raleigh, North Carolina, 1985-1987

Associate of Arts

Warnborough American College, Oxford, England May-June, 1987

Course of study: *The Arts in Britain (course work only, no degree awarded)*

CERTIFICATIONS/LICENSURE

Certified Ambulatory Peri-Anesthesia Nurse 2002-2005

Board Certified Family Nurse Practitioner, North Carolina since 2007

Society of Critical Care Medicine Fundamentals of Critical Care Support Certification 2007-2009

ACLS/BLS certified

Licensed Registered Nurse, North Carolina since 1994

Registered with the Federal Drug Enforcement Agency to prescribe controlled substances Schedule II-V since 2008

HONORS

Peri-Anesthesia Nurse of the Year 2001

Phi Theta Kappa Honor Society

Who's Who in American Junior Colleges

National Dean's List

Sigma Theta Tau Honor Society

Care Employee CVMC December 2014

RESEARCH

Research assistant: Borealis Study. Evaluation of new drug for anti-coagulation in conjunction with Sanofi-Aventis Pharmaceuticals. Principle investigator: Garland L. Hughes, MD. Hickory, North Carolina.

Principle Investigator "An Education Program for Palliative Care Referrals with a Focus on Staff and Providers" Final project for DNP program. Advisor: Lana Nealand, FNP, PhD Associate Professor, UAB.

PRECEPTOR

Physician Assistant and Nurse Practitioner students with Wingate University, Duke University, Lenoir Rhyne University, UNC Charlotte, South University, and Gardener Webb University

Jane M. Edwards

COMMUNITY SERVICE

Church volunteer: Sunday school teacher, nursery, children's ministry council, and youth parent volunteer

Volunteer at local elementary and middle school: beta club, book fair, school store, chaperone dances, fundraising events for marching band

Presented "Tobacco free" in-school education program for tobacco awareness at Sweetwater Elementary School, Hickory, NC 2002

Local community health fair participation /Stand Down health assessment for Veterans

Volunteer as first aid assistant at the annual Rock Barn golf tournament

March of Dimes Captain Catawba Valley Medical Center 2000, 2001, 2002

Assistant coach for local elementary school "Girls on the Run" program: 2007, 2008, and 2009

Team Captain Susan Komen "Race for the Cure" 5K Foothills Division 2010

INTERESTS

Bicycling, hiking, reading, gardening, horticulture, birding

REFERENCES

Available on request

Updated: August 20, 2019

AGENDA ITEM 12:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Proposed Forest Service Lease*****MANAGER'S COMMENTS:**

The Forest Service lease is set to expire November 30, 2019. The Forest Service is requesting another three (3) year term from December 1, 2019 to November 30, 2022.

Board approval, contingent upon County Attorney review, is required to approve the lease and completion of PO-28 Lease proposal form.

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

Should the Board wish to proceed with granting the lease the attached resolution will need to be adopted and then advertised.

Staff seeks direction from the Board.

DRAFT**STATE OF NORTH CAROLINA****COUNTY OF WATAUGA****Resolution of Watauga County Board of County Commissioners**

Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on November 6, 2019, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manger, of Watauga County to lease to the North Carolina Department of Agriculture and Consumer Services, for the Forest Service Office, a certain tract located east of the Town of Boone, at the end of Landfill Road, and more particularly described as follows: Beginning at a point 16 feet South off of Landfill Road, and being 28 feet South of the currant Animal Control office, running in an eastwardly direction 205 feet parallel with and 28 feet from the existing Animal Control office to a point; thence 115 feet in a Southward direction; thence 180 feet In a Westward direction; thence following an arc in a northwest direction 102 feet to the point of beginning, and being a part of a 27.99 acre tract currently owned by Watauga County, being upon the site of the former county landfill for a term of three (3) years commencing on the 1st day of December, 2019, and terminating on the 30th day of November, 2022. The rent to be paid by the North Carolina Department of Agriculture and Consumer Services to Watauga County during the term of the lease is One Dollar (\$1.00) per term. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 6th day of November, 2019.

John Welch, Chairman
Watauga County Board of County Commissioners

ATTEST:
Anita Fogle, Clerk to the Board

§ 160A-272. Lease or rental of property.

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

- (1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.
- (2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years.
- (3) For the operation and use of components of a wired or wireless network, for a term up to 25 years; provided, however, that the lease is entered into with a private broadband provider or a cooperative in connection with a grant agreement pursuant to G.S. 143B-1373 and is for a discrete and specific project located in an unserved area of an economically distressed county seeking to provide broadband service to homes, businesses, and community anchor points not currently served.

(d) Notwithstanding subsection (a) of this section, any lease by a city of any duration for components of a wired or wireless network shall be entered into on a competitively neutral and nondiscriminatory basis and made available to similarly situated providers on comparable terms and conditions and shall not be used to subsidize the provision of competitive service. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34; 2015-246, s. 9; 2018-5, s. 37.1(c).)

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. FAXED PROPOSALS ARE NOT ACCEPTABLE.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: COUNTY OF WATAUGA
 2. LESSOR'S AGENT: DERON GEOUQUE

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE:
 ___A. PROPRIETORSHIP ___B. PARTNERSHIP ___C. CORPORATION ___D. X
 GOVERNMENTAL ___E. NON-PROFIT ___F. ***** (HUB) HISTORICALLY UNDERUTILIZED**
 BUSINESSES ___G. OTHER: _____

MAILING ADDRESS: 814 WEST KING STREET SUITE 205
 CITY: BOONE NC 28607
 PHONE# 828 265 8000 FAX#: 828 264 3230
 E-MAIL: deron.geouque@watgov.org

3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor) .473 ACRES OF LAND ON FORMER COUNTY LANDFILL
 STREET ADDRESS CITY COUNTY ZIP CODE
 671 LANDFILL ROAD, BOONE NC WATAUGA 28607

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE	B. WAREHOUSE	C. OTHER .43 AC LAND
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6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	REQUIRED CLIENTELE PARKING SPACES
OFFICE						
WAREHOUSE						
OTHER	.43 AC	1.00				
TOTALS				XXXX	XXXX	XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments:
ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)
 (FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide () clientele parking spaces and () employee parking spaces

Comments:

7. LEASE TERM : 3 Years BEGINNING DATE: DECEMBER 1, 2019 – NOV 30, 2022

8. RENEWAL OPTIONS, IF ANY: NONE

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. Will the proposed building provide facilities for handling materials to be recycled such as waste paper and cardboard? YES _____ NO _____

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	YES _____	NO _____
Is the proposed building free of hazardous lead paint?	YES _____	NO _____

DEPARTMENT: _____ DIVISION: _____
 CITY: _____ SQUARE FEET: _____ AGENT: _____
 CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE: _____

LESSOR: COUNTY OF WATAUGA		
9. ADDITIONAL INFORMATION (Including any deviations from furnished specifications)		
10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped, and applicable sections of the State Building Code Volumes I-V?		
YES	NO	PARTIALLY
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:		
11. This proposal is made in compliance with the specifications furnished by the Department of NCDA&CS. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until _____. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.		
I AM AWARE THAT THERE WILL BE NO NEGOTIATION OF THE PER SQUARE FOOT PRICE THAT I HAVE PRESENTED IN THIS PROPOSAL. I am further aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):		
<p>***(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.</p>		
<p><u>Deron Geougue Watauga County Manager</u> Printed Name of Lessor</p>		
<p><u>[Signature]</u> Signature of Lessor</p>		<p><u>10-17-2019</u> Date</p>
MAILING / DELIVERY INSTRUCTIONS		
<p>To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650</p> <p>Delivery Address If Delivered In Person: Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina</p> <p>Mailing Address If Sent Through Mail Service: State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321</p>		
ENVELOPE SHOULD BE MARKED:		
<p>(a) Lease proposal Enclosed (b) Cutoff Date for Receiving Proposals (c) Name of State Agency involved.</p>		
<p>NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:</p> <ol style="list-style-type: none"> 1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions. 2. Deduct from the Inside area the following: <ul style="list-style-type: none"> *a. Toilets and lounges *b. Entrance and elevator lobbies *c. Corridors d. Stairwells e. Elevators and escalator shafts f. Building equipment and service areas g. Stacks, shafts, and interior columns h. Other space not usable for State purposes <p>*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.</p>		
DEPARTMENT:	DIVISION:	
CITY:	SQUARE FEET:	AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM		DATE:
FORM (PO-28)		(2005)

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between, **THE COUNTY OF WATAUGA**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA** through the North Carolina Department of Agriculture & Consumer Services hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and April 1, 2003

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated the 26th day of March, 1982; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the Township of **Boone, County of Watauga**, North Carolina, more particularly described as follows:

A certain tract located east of the Town of Boone, at the end of Landfill Road, and more particularly described as follows. Beginning at a point 16 feet South off of Landfill Road, and being 28 feet South of the currant Animal Control office, running in an eastwardly direction 205 feet parallel with and 28 feet from the existing Animal Control office to a point; thence 115 feet in a Southward direction; thence 180 feet In a Westward direction; thence following an arc in a northwest direction 102 feet to the point of beginning, and being a part of a 27.99 acre tract currently owned by Watauga County, being upon the site of the former county landfill (hereinafter the "Premises)

The above contains approximately 0.4734 acres of land. (See Attachment A)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **Three (3) Years** commencing on the **1st** day of **December, 2019**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th** day of **November, 2022**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of One (\$ 1) Dollar for term.

3. Lessor grants free and unrestricted ingress and egress to the Premises during the term of this lease and any renewals thereof.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, suitable for the purposes for which the leased premises will be used by Lessee.

6. Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

7. If the said premises be destroyed by flood or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by flood or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **Watauga County, 842 West King Street, Suite 1, Boone, North Carolina 28807**; the Lessee at **NC Department of Agriculture & Consumer Services, Attn: Real Property Agent, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

16. Lessee shall not assign this lease or sublet any part of the Leased Premises without the written consent of the Lessor.

17. Lessor agrees that the Lessee's decision to self insure satisfies all insurance requirements of this lease applicable to the Lessee.

18. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the Act. Accordingly, the Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.

19. This Lease Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Lessor and Lessee and their respective legal representatives, successors and permitted assigns.

20. Lessor understand and acknowledges that Lessee will use the Premises as a county headquarters site.

21. It is understood and agreed that Lessee shall the right to remove from the Premises all items of personal property and other items used in connection with Lessee's operations on the Premises belonging to Lessee. Lessor shall be responsible for all storm water fees and real property taxes assessed against the Premises.

22. If Lessee is unable to secure all necessary permits or governmental approvals to construct or install its desired improvements on the Premises, then Lessee, at its option and in its sole discretion, may terminate this lease without any further obligation hereunder.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSEE:

STATE OF NORTH CAROLINA

By: _____ (SEAL)
G. Kent Yelverton, P.E.
Director
NCDA&CS Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that **G. Kent Yelverton** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 20__.

Notary Public
Printed Name: _____

My Commission expires _____

LESSOR: County of Watauga

By: _____ (SEAL)
Signature

Print Name and Title

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, Manager of _____ personally came before me this day and acknowledge the due execution of the foregoing instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 20__.

Notary Public
Printed Name: _____

My Commission expires _____



North Carolina Department of Administration

Pat McCrory, Governor
Bill Daughtridge, Jr., Secretary

State Property Office

FIRE AND SAFETY CHECKLIST INSTRUCTIONS FOR OFFICE/WAREHOUSE LEASES UNDER \$25,000 AND UNDER THREE YEARS IN DURATION

Attached is the "Leased Property Fire and Safety Checklist" prepared by the Department of Insurance. Beginning immediately, this completed checklist should be included in your files for all leases that your Department, Agency or Institution executes that fall within your delegated leasing authority (annual rental not exceeding \$5,000 and the term not exceeding three years).

Further, a copy of the checklist, completed by your safety officer or other qualified representative, must be attached to each "Proposal to Lease" (Form PO-28) which is forwarded to the State Property Office for execution (annual rental between \$5,000 and \$25,000 and the term not exceeding three years).

The checklist should also be used by your safety representatives as an aid to the Department, Agency or Institution in evaluating and comparing competitive proposals received as a result of the advertising process (G.S. 146-25.1). The Department of Insurance will continue to inspect those proposed or existing locations that exceed \$25,000 in annual rental or the term exceeds three years.

Mr. Dean Andrews of the Department of Insurance will be happy to clarify any questions regarding the contents of this form. You may reach him by calling Pat Howell at 919-661-5880 ext 222.

The State Property Office is always available to help you with your real estate needs.

NOTE: Each Department, Agency or Institution is responsible for determining compliance with the recommendations of the Department of Insurance.

Mailing Address:
1321 Mail Service Center
Raleigh, N.C. 27699-1321

Telephone (919) 807-4650
Fax (919) 733-1431
State Courier #52-71-78

Location:
116 West Jones Street
Raleigh, North Carolina

LEASED PROPERTY FIRE AND LIFE SAFETY CHECKLIST

DATE: _____

STATE AGENCY: _____

EVALUATION BY: _____

MAIL ADDRESS: _____

PHONE # / FAX #: _____

BUILDING CHECKED: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

OWNER'S REP: _____

PHONE # / FAX #: _____

TYPE OF LEASE: **RENEWAL** **PROPOSED**

RESULTS and COMMENTS: _____

This checklist is intended to be used by the State Property Office and by agency property management personnel in evaluating space to lease. **It should be completed far enough in advance of the lease renewal or potential new lease to permit effective negotiations for building safety improvements.** This list is not all-inclusive and a building which looks good may still have conditions detrimental to life safety, or loss prevention. Conversely, buildings with one or more deficiencies are not automatically disqualified from consideration but "NO" answers at least raise some questions or caution flags about the property. The final decision on all leases is up to the State Property Office and agency management. NOTE: Local building code officials have jurisdiction over property that is not owned by the State.

YES NO

EXITS, EXIT ACCESS, AND SEPARATION

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <p>1. Does building have at least two exits that are remote (1/2 the diagonal of the space served for an unsprinklered building, 1/3 the diagonal for sprinklered) from each other?</p> <p>If NO, answer Item (2). If YES, skip to Item (3)</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <p>2. Answer (2) ONLY if Item (1) was NO:</p> <p>Is the building two stories or less, have 30 occupants or less, and travel distance to a Code compliant exit 50 feet or less from any point in the building? OR, is the building 1 story with less than 50 occupants and travel distance of 75 feet or less to an exit from any point in the building? (Note that conference rooms and waiting rooms are calculated at 1 person per 15sf instead of 1 person per 100sf as used for office spaces).</p> <p>If NO, see Note (A).</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <p>3. Is travel distance to exit or to an enclosed exit stair less than 200 ft (250 ft if sprinklered) from the most remote point on a floor, and are all dead ends in exit access corridors less than 20 ft (50 feet if sprinklered of pre-1991 building)?</p> <p>If NO, a Code deficiency may exist. See Note (A) and (B)</p> |
| <input type="checkbox"/> | <input type="checkbox"/> | <p>4. Are all the exit stairs fully enclosed with at least one-hour fire rated construction and 1 hour or 1 ½ hour "B"-labeled doors having closers and latching hardware? (The label is found on door edge, hinge side or top.)</p> <p>If NO, a Code deficiency exists.</p> |

LEASED PROPERTY FIRE AND LIFE SAFETY CHECKLIST-**PAGE 3**YES NO**EXITS, EXIT ACCESS, AND SEPARATION**

5. Are all vision panels in stair doors wired glass in steel frames, not exceeding 100 square inches? (Any other type of vision panel, side light, or window between a stair and the interior of a building is prohibited by Code.)
- If **NO**, a Code deficiency exists.
6. Do all exit stairs terminate outside the building, with direct access to a public space, and do not require re-entering the building?
- If **NO**, answer Item (7). If **YES**, skip to Item (8).
7. Answer (7) **ONLY** if Item (6) was **NO**:
- If upstairs occupants must re-enter the building from the stair enclosure at the exit level, is this area or vestibule separated from the remainder of the exit level floor by at least one-hour fire rated construction?
- If **NO**, see Note (A) and (B).
8. Are tenant spaces separated by one-hour fire rated construction? (This typically means at least gypsum board walls on steel studs, extending tight to the floor or roof deck.)
- If **NO**, a deficiency exists.
9. Does the building have a complete sprinkler system?
- If **NO**, see Note (B).

NOTE: (A): The exit system may be deficient. The building will have to be evaluated by a building code professional.
 (B): A sprinkler system, if present in the building, may offer some relief from this deficiency. Check with a building code professional.

LEASED PROPERTY FIRE AND LIFE SAFETY CHECKLIST-**PAGE 4****YES** **NO****FIRE PROTECTION AND EMERGENCY EQUIPMENT**

10. Does the building have an automatic fire detection system and manual pull-stations at exit doors, with alarms transmitted off-premises?
- If **NO**, see Note (B).
11. Are fire extinguishers rated at least 2A on every level and within 75 feet?
- If **NO**, a Code deficiency exists.
12. Do fire extinguishers have tags indicating they have been inspected annually and given a visual check monthly?
- If **NO**, a Code deficiency exists.
13. Is emergency egress lighting having a separate and independent source of power (battery or generator) provided?
- If **NO**, a Code deficiency may exist.
14. Where the location of or the direction to exits from any room or space is not obvious, are exit signs and directional exit signs provided?
- If **NO**, a Code deficiency exists.
15. Is the building accessible to the handicapped, including parking spaces?
- If **NO**, a Code deficiency and/or non-compliance with ADA exists.

LEASED PROPERTY FIRE AND LIFE SAFETY CHECKLIST-**PAGE 5****YES** **NO****GENERAL ITEMS AND ACCESSIBILITY**

16. Does the building have sufficient, accessible restroom facilities? (Separate for male and female if >2,500sf and if this is a post 1991 new or renovated building.) If renovations are occurring or will occur, are there individual toilet rooms or stalls that are at least 5' x 5'?
- If **NO**, a Code deficiency and/or non-compliance with ADA exists.
17. Are corridors maintained clear and unobstructed at all times, to provide for safe egress in an emergency?
- If **NO**, a Code deficiency exists.
18. Are all of the electrical panelboards provided with at least three feet clearance, for maintenance purposes and to allow rapid access to the disconnects in an emergency?
- If **NO**, a Code deficiency exists.
19. Are electrical and mechanical equipment rooms kept relatively clear and free of combustible material?
- If **NO**, a Code deficiency exists.
20. Is building security acceptable to your agency? This includes street lighting, parking arrangements, the surrounding environment, and how well the building is secured against unauthorized entry. You may want to question previous tenants about any crime problems.

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AGENDA ITEM 12:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****D. Boards and Commissions*****MANAGER'S COMMENTS:****Board of Adjustment**

The terms of David Hill, current Chairman, and Chuck Phillips, current Vice-Chairman, are set to expire in November. Both are willing to continue to serve for an additional three (3) year term. Both are at-large appointees. The Board is in the process of scheduling a meeting for the first or second week in December. In the event appointments have not been made by that time, Mr. Hill and Mr. Phillips would continue to serve until re-appointed or replaced.

Volunteer applications have been received from Mr. Hill as well as Mr. Lee Stroupe and Ms. Edith Tugman, both of whom are also interested in serving. These are second readings.

Watauga County Planning Board

The four (4) year At-large Planning Board term of Mr. Jamie Hodges will expire in December. Mr. Hodges does not wish to be reappointed. No applications have been received at this time.

Volunteer Application
Watauga County Boards And Commissions

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form. Please sign and mail or fax to:

Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230

Name: DAVID A. HILL
Home Address: 191 Hill Rd
City: ZIONVILLE NC Zip: 28698
Telephone: (H) 828 297 6267 (W) 265-7625 (Fax) 265-7617
Email: dhill191@gmail.com
Place of Employment: WATAUGA County COMMUNICATIONS
Job Title: TELECOMMUNICATOR SUPERVISOR

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- | | | |
|-------------------------------------|------------------------------------|---|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input type="radio"/> Watauga |
| <input type="radio"/> New River | <input type="radio"/> Brushy Fork | <input checked="" type="radio"/> Cove Creek (I think) |
| <input type="radio"/> Beaver Dam | <input type="radio"/> Meat Camp | <input type="radio"/> Shawneehaw |
| <input type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input type="radio"/> Boone |

In addition, Please Indicate If You Live In One Of The Following Areas:

- | | |
|--|--|
| <input type="radio"/> Foscoe-Grandfather Community | <input type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed | <input type="radio"/> Winklers Creek Watershed |
| <input type="radio"/> South Fork New River Watershed | <input type="radio"/> Extraterritorial Area |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- | | |
|---------------------------------------|--|
| Gender | Ethnic Background |
| <input checked="" type="radio"/> Male | <input type="radio"/> African American |
| <input type="radio"/> Female | <input checked="" type="radio"/> Caucasian |
| | <input type="radio"/> Native American |
| | <input type="radio"/> Hispanic |
| | <input type="radio"/> Other |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. BOARD OF ADJUSTMENT
3. FMS ADVISORY COUNCIL
4. RECREATION COMMITTEE
2. PLANNING BOARD
5. BOARD OF ELECTIONS
6. LOCAL EMERGENCY PLANNING COMMITTEE

264-3230

Volunteer Application
Watauga County Boards And Commissions
(Continued)

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work
Experience:

NAVY VETERAN 1976-1998 Retired
Retiring From County Service January 2020
From 9-1-1 Center Service

Volunteer
Experience:

BOARD OF ADJUSTMENT - Currently Serving
AS CHAIR.

Other
Experience:

BS PLANNING - Appalachian State Univ. 2005

Other
Comments:

I ENJOY VERY MUCH THE OPPORTUNITY TO SERVE
ON THE BOA. WE HAVE HANDLED SOME
VERY CRUCIAL MATTERS WHILE I HAVE BEEN
SERVING. IT IS CHALLENGING BUT REWARDING.

Signature:



Date:

10-8-19

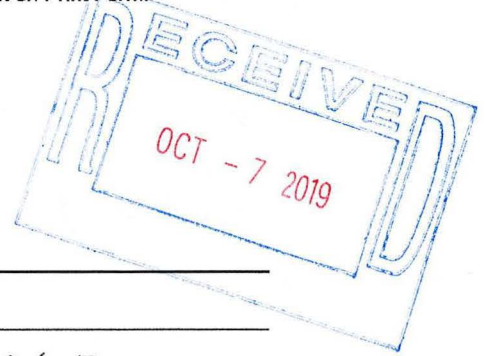
Print Form

Reset Form

Volunteer Application
Watauga County Boards And Commissions

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form.
Please sign and mail or fax to:

Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230



Name: Lee Wilcox Stroupe
Home Address: 398 Seven Oaks Rd
City: Boone Zip: 28607
Telephone: (H) 828-264-1276 (W/M) 828-773-7678 (Fax) _____
Email: lstroupe@gmail.com
Place of Employment: Retired
Job Title: Watauga County HS Teacher + Coach

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- | | | |
|--|------------------------------------|------------------------------------|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input type="radio"/> Watauga |
| <input checked="" type="radio"/> New River | <input type="radio"/> Brushy Fork | <input type="radio"/> Cove Creek |
| <input type="radio"/> Beaver Dam | <input type="radio"/> Meat Camp | <input type="radio"/> Shawneehaw |
| <input type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input type="radio"/> Boone |

In addition, Please Indicate If You Live In One Of The Following Areas:

- | | |
|---|--|
| <input type="radio"/> Foscoe-Grandfather Community | <input type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed | <input type="radio"/> Winklers Creek Watershed |
| <input checked="" type="radio"/> South Fork New River Watershed | <input type="radio"/> Extraterritorial Area |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- | | | |
|---------------------------------------|--|--------------------------------|
| Gender | Ethnic Background | |
| <input checked="" type="radio"/> Male | <input type="radio"/> African American | <input type="radio"/> Hispanic |
| <input type="radio"/> Female | <input type="radio"/> Caucasian | <input type="radio"/> Other |
| | <input type="radio"/> Native American | |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. Board of Adjustment
2. _____
3. _____

Volunteer Application
Watauga County Boards And Commissions
(Continued)

110619 BCC Meeting

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work
Experience:

Worked 27 yrs at Watauga H.S. has Science teacher and coach...
Worked 4 yrs in Greensboro City Schools as Science Teacher + coach
Worked 3 yrs in Rockingham County schools as Teacher + coach

Volunteer
Experience:

- member of the Rural Fire Board for 10 years
- President of the Watauga County Retired School Personnel (two terms)
- New River 2 Precinct chair for 20 yrs.
- Boone Board of Adjustment for approx. ten years

Other
Experience:

Worked as Chief Judge for NR-2 precinct for 3 election cycles.
Beautification committee for our Seven Oaks neighborhood
Active Volunteer for Watauga County Plant Sale. 10 yrs

Other
Comments:

I have served as a regular member and ETJ member of the Boone Board of Adjustment and had training for ^{the} position. I feel I could add some perspective to the county board.

Signature:

Lee W. Stoupe

Date:

10-6-2019

Print Form

Reset Form

Volunteer Application
Watauga County Boards And Commissions

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form.
Please sign and mail or fax to:

Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230

Name: Edith H. Tugman (Mrs. Stuart B. Tugman)
Home Address: 216 Cherry Drive
City: Boone, NC Zip: 28607
Telephone: (H) 828-386-4181 (W) N/A (Fax) N/A
Email: edietugman@gmail.com
Place of Employment: Retired
Job Title: N/A

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- | | | |
|-------------------------------------|------------------------------------|--|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input type="radio"/> Watauga |
| <input type="radio"/> New River | <input type="radio"/> Brushy Fork | <input type="radio"/> Cove Creek |
| <input type="radio"/> Beaver Dam | <input type="radio"/> Meat Camp | <input type="radio"/> Shawneehaw |
| <input type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input checked="" type="radio"/> Boone |

In addition, Please Indicate If You Live In One Of The Following Areas:

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|---|--|
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We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- | | | |
|---|--|--------------------------------|
| Gender | Ethnic Background | |
| <input type="radio"/> Male | <input type="radio"/> African American | <input type="radio"/> Hispanic |
| <input checked="" type="radio"/> Female | <input checked="" type="radio"/> Caucasian | <input type="radio"/> Other |
| | <input type="radio"/> Native American | |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. Watauga County Board Of Adjustment
2. _____
3. _____

Volunteer Application
Watauga County Boards And Commissions
(Continued)

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work
Experience:

Professional: + Real Estate Paralegal - Charles Clement, Boone NC
+ Civil Litigation Paralegal (Professional Liability Defense) - Smith
Anderson, Blount, Dorsett, Mitchell and Jernigan (currently - Smith,
Anderson - Raleigh, NC)
+ North Carolina Hospital Association - Loss Reduction Management,
NC Hospital Reciprocal Exchange - Raleigh, NC
+ St Paul Fire and Marine - Loss Reduction Specialist, Healthcare Risk
Management Division
+ Novant Health (Forsyth Medical Center/Presbyterian Hospital/
Professional Practices) Manager, Loss Reduction, Dept of Risk
Mgmt. (Managed all claims w/in \$5million Self Insured Retention)

Volunteer
Experience:

- Coordinator, Towel Ministry, Holy Cross Episcopal Church (house repair ministry)
- Appalachian Theater, day labor, small construction projects
- Lay Reader/ Chalice/ Acolyte - Holy Cross Episcopal Church
- Mission and Outreach Comm. - Holy Cross Episcopal Church

Other
Experience:

Other
Comments:

I am actively involved in the community, volunteering for local organizations. I would greatly appreciate being able to serve Watauga Co. in the capacity as a member of the County Board of Adjustment.

Signature:

Edith H. Sigman

Date:

Oct 8, 2019

Print Form

Reset Form

Anita.Fogle

From: Joe Furman
Sent: Thursday, October 17, 2019 2:47 PM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: Boards and Commissions

The four-year at-large Planning Board term of Jamie Hodges expires in December. He does not wish to be reappointed. Five members are appointed from the Commissioners' districts, the other two members are appointed at large.

Joseph A. Furman, AICP
Director, Watauga County Planning & Inspections and Economic Development
126 Poplar Grove Connector, Suite 201
Boone, NC 28607
(828) 265-8043
(828) 265-8080 (fax)
joe.furman@watgov.org

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

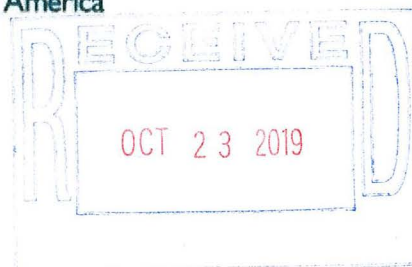
E. Announcements

MANAGER'S COMMENTS:

The Military Officers Association of America (MOAA) will hold their Annual Veteran's Day Ceremony at Boone Mall on Monday, November 11, 2019. The Watauga Community Band will begin playing at 10:30 A.M. and the program will begin at 11:00 A.M. The Colors will be posted by the Watauga High School Marine Corps JROTC.



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



On behalf of the High Country Chapter of the Military Officers Association of America (MOAA), I am delighted to extend an invitation to you, or a representative of your organization, to attend the Veteran's Day Observance at the Boone Mall on Monday, November 11, 2019 as an honored guest. The Watauga Community Band will play a medley of patriotic music starting at 10:30 AM and the program will begin at 11:00 AM. We will seat our elected officials, dignitaries and representatives from local military organizations at 10:45 AM in a VIP section. The Colors will be posted by the Watauga High School Marine Corps JROTC followed by the Pledge of Allegiance, National Anthem and a special program honoring those who have served our Nation.

There will be tables for military veterans' organizations to display information and answer questions for the 350 plus people we expect to attend, many of whom have served our country in uniform dating back to WWII. This event is the opportunity to honor our servicemen and women for what they have done for this great nation in protecting our freedoms and to recognize the families of our military personnel who have also sacrificed over the years.

Please plan to attend and encourage your associates, friends and families to join us. Wearing of appropriate uniforms by veterans and military organizations is encouraged. We appreciate your support and look forward to your participation on November 11th.

Sincerely,

Doug May, Capt, USMC (FRM)
President, High Country Chapter MOAA
maydb@appstate.edu
828-295-4406



AGENDA ITEM 13:

PUBLIC COMMENT

AGENDA ITEM 14:

BREAK

AGENDA ITEM 15:

CLOSED SESSION

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

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

Personnel Matters – G. S. 143-318.11(a)(6)

AGENDA ITEM 16:

POSSIBLE ACTION AFTER CLOSED SESSION