

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

**TUESDAY, NOVEMBER 1, 2011  
8:00 A.M.**

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

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
8:00	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: October 7, Special Meeting October 7, Special Meeting Closed Session October 13, 2011, Special Meeting October 18, 2011, Regular Meeting October 18, 2011, Closed Session		1
	3	APPROVAL OF THE NOVEMBER 1, 2011 AGENDA		19
8:05	4	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON A PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SCATTERED SITE HOUSING PROGRAM BUDGET AMENDMENT	MS. MICHELLE BALL	21
8:10	5	PROPOSED RESOLUTION REQUESTING THE PRESERVATION OF CDBG FUNDING FOR THE SCATTERED SITE HOUSING REHABILITATION PROGRAM	MS. MICHELLE BALL	25
8:15	6	PROPOSED WATAUGA COUNTY COMPREHENSIVE TRANSPORTATION PLAN	MR. CRAIG HUGHES	29
8:20	7	APPALACHIAN DISTRICT HEALTH DEPARTMENT ANNUAL REPORT	MS. BETH LOVETTE	41
8:25	8	HUNGER AND HEALTH COALITION PAVING REQUEST	MS. COMPTON FORTUNA	45
8:30	9	SHERIFF'S OFFICE MATTERS A. UPDATE ON CONSOLIDATED DISPATCH B. VEHICLE BID AWARD	SHERIFF HAGAMAN	49 51
8:35	10	PROJECT ON AGING ANNUAL REPORT	MS. ANGIE BOITNOTTE	53
8:40	11	UPDATE REGARDING PROPOSED ACCEPTANCE OF NC RURAL CENTER GRANT	MR. JOE FURMAN	63
8:45	12	FINANCE MATTERS A. Juvenile Crime Prevention Council (JCPC) Program Budget Changes B. Budget Amendments	MS. MARGARET PIERCE	75 79

TIME	#	TOPIC	PRESENTER	PAGE
8:50	13	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Proposed Lease with Daymark Recovery Services		81
		B. Discussion of December 2011 and January 2012 Meeting Schedules		83
		C. Boards & Commissions		85
		D. Announcements		91
8:55	14	PUBLIC COMMENT		93
9:55	15	BREAK		93
10:00	16	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		93
10:15	17	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF THE MINUTES**

October 7, 2011, Special Meeting  
October 7, 2011, Special Meeting Closed Session  
October 13, 2011, Special Meeting  
October 18, 2011, Regular Meeting  
October 18, 2011, Closed Session

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
FRIDAY, OCTOBER 7, 2011**

The Watauga County Board of Commissioners held a special meeting on Friday, October 7, 2011, at 5:00 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

*[Clerk's Note: Commissioner Gable was not present due to a previous obligation.]*

Chairman Miller called the meeting to order at 5:06 P.M.

**APPROVAL OF AGENDA**

Chairman Miller called for additions and/or corrections to the special meeting agenda.

County Attorney Eggers requested to add a closed session for Attorney/Client Matters, per G.S. 143-318.11(a)(3).

Commissioner Deal, seconded by Vice-Chairman Blust, moved to approve the October 7, 2011, agenda as amended.

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

**CONSIDERATION OF PROPOSED AMENDMENTS TO THE "AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE PROVISION OF BEHAVIORAL HEALTHCARE SERVICES IN ALLEGHANY, ASHE, AVERY, WATAUGA, AND WILKES COUNTIES"**

Chairman Miller presented the following proposed amendments (additions in red; deletions in ~~strikeout~~) to the "Amendment to the Interlocal Agreement for the Provision of Behavioral Healthcare Services in Alleghany, Ashe, Avery, Watauga, and Wilkes, Counties" which was adopted at the October 4, 2011, regular meeting:

"This AMENDMENT to the INTERLOCAL AGREEMENT FOR THE PROVISION OF BEHAVIORAL HEALTHCARE SERVICES IN ALLEGHANY, ASHE, AVERY, WATAUGA,

AND WILKES COUNTIES, dated November 1, 2006, (“Agreement”) is made and entered into effective ~~the 4<sup>th</sup> day of October, 2011,~~ **as of the date set forth hereinbelow**, by and between the counties of ALLEGHANY, ASHE, AVERY, WATAUGA, AND WILKES (“Counties”), each a body politic of the STATE OF NORTH CAROLINA.” . . .

### ARTICLE III TRANSITION **PRESERVATION OF ASSETS**

**Section 1. Preservation of Assets by NRSA Board.** The NRSA Board is hereby authorized to take whatever steps are deemed necessary and proper to immediately preserve all right, title and interest to the assets of NRSA.

~~**Section 2. The Goal of Transition.** During the dissolution of NRSA, upon the termination of the Agreement, the goal for an orderly transition is to insure the provision of behavioral healthcare services wherever they are being provided by NRSA, so that the continuity of services is maintained and the interests of the consumers of such services are protected.~~

~~**Section 3. Additional Authority of NRSA.** NRSA is authorized and charged to work with SMC, Crossroads, DHHS, DMA the Department of MH, DD, SAS and any other official agency, department or division of the State of North Carolina or the United States, including but not limited to the Attorney General, the District Attorney, the Federal Bureau of Investigation and the State Bureau of Investigation.~~

### ARTICLE IV GOVERNING BOARD ~~AND CEO~~

**Section 1. New River Service Authority Board.** The current NRSA Board is dissolved. The newly constituted governing board of NRSA shall consist of five members: a County Commissioner from each of the Counties. The County Managers of the five Counties shall serve as non-voting ex-officio members. The members of the Board shall serve until a new service provider is selected by the Board in collaboration with SMC. The County Commissioners of the NRSA Board shall be designated at the time the County adopts this Amendment.

**Section 2. First Meetings.** The first ~~emergency~~ meeting of Board shall be **an emergency meeting and may be called by any member of the Board. Any one or more of the five County Managers of the five Counties shall be authorized to coordinate said emergency meeting.** ~~on Wednesday, the 5<sup>th</sup> day of October 2011. Subsequent meetings may be called by any member of the Board upon 48 hours notice in writing delivered by e-mail to each of the members. The first meeting of the NRSA Board will be at the Watauga County Administration Building in Boone NC at 12:00 pm.~~

~~**Section 3. CEO.** The Counties acknowledge that due to the emergency nature of the situation requiring this Amendment it is permissible for the Board to select an outside management consultant as a contractor to serve as the CEO of the NRSA. The CEO will be in charge of the day to day business operations of the NRSA.~~

~~**Section 4. Authority of the Board of NRSA as Counties’ Agent.** The Counties confer upon the NRSA Board the status of agent to act on their behalf to obtain the goal of an orderly transition to a new service provider. He is charged with the duty of regular communication, no less than weekly, with the Board so that the Counties are apprised of the progress of the transition. Any CEO Contracted to or employed by NRSA shall have all the rights, privileges and duties as set forth in the Agreement.~~

**ARTICLE V  
TERMINATION OF NRSA and INTERLOCAL AGREEMENT**

~~**Section 1. Selection.**~~ Pursuant to N.C.G.S. 122C the LME shall select the service provider(s) to serve the needs of the citizens of the Counties. The LMEs will notify the Board immediately upon the selection of the new provider(s).

**Section 12. Dissolution.** Specified timelines for dissolution and termination are revoked. The targeted date of dissolution is 15 November 2011 but is based on the successful transition of NRSA services to a new service provider(s) or agency(ies). Upon the appointment of a new service provider, NRSA shall automatically be dissolved, and without the need for further action by the Board or the Counties, it shall cease to exist.

**Section 23. Termination.** Upon the dissolution of NRSA, the Agreement shall also be terminated in like manner, along with this, its Amendment.

**ARTICLE VI  
GENERAL PROVISIONS**

**Section 1. Effect of Amendment.** This Amendment shall supersede the respective amendments to the Agreement previously adopted by the Boards of Commissioners of the Counties, and said previous amendments shall be of no force or effect.

**Section 2. Effective Date.** This Amendment, in order to become effective, shall require the approval of the Boards of Commissioners of all of the Counties and shall become effective as of the date on which all of said approvals are complete.

Commissioner Deal, seconded by Vice-Chairman Blust, moved to approve the “Amendment to Interlocal Agreement for the Provision of Behavioral Healthcare Services in Alleghany, Ashe, Avery, Watauga, and Wilkes Counties” which was to supersede the amendment approved at the regular meeting on October 4, 2011.

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

Chairman Miller appointed himself to serve as the Watauga County Board of Commissioner Representative to the newly constituted New River Service Authority Board.

**CLOSED SESSION**

At 5:10 P.M., Commissioner Deal, seconded by Commissioner Futrelle, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

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

Commissioner Deal, seconded by Chairman Miller, moved to resume the open meeting at 5:34 P.M.

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

**ADJOURN**

Chairman Miller, seconded by Commissioner Futrelle, moved to adjourn the meeting at 5:34 P.M.

ATTEST:

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

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

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
THURSDAY, OCTOBER 13, 2011**

The Watauga County Board of Commissioners held a special meeting on Thursday, October 13, 2011, at 8:00 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Jim Deal, Commissioner  
Tim Futrelle, Commissioner  
Vince Gable, Commissioner  
Stacy C. Eggers, IV, County Attorney  
Deron Geouque, County Manager  
Anita J. Fogle, Clerk to the Board

The meeting was called to order at 8:06 A.M.

**APPROVAL OF AGENDA**

County Attorney Eggers stated that the Chairman and Vice-Chairman were both unable to attend due to previous obligations; therefore, it was appropriate for the Board to entertain a motion to appoint a Chairman to reside over the special meeting.

Commissioner Futrelle, seconded by Commissioner Gable, moved to appoint Commissioner Deal to serve as Chairman for the October 13, 2011, special meeting.

VOTE: Aye-3(Deal, Futrelle, Gable)  
Nay-0  
Absent-2(Miller, Blust)

**NEW RIVER SERVICE AUTHORITY LOAN REQUEST**

County Attorney Eggers stated that, on October 12, 2011, the New River Service Authority (NRSA) approved a resolution requesting a Future Advance Deed of Trust from each of the five member counties. In Watauga County's case, the Deed of Trust would be secured by two tracts including land and buildings located in Watauga County. The amount secured by the Deed of Trust would be 50% of the total tax value of the two tracts bringing the maximum amount available for allocation to \$477,600.

NRSA's initial request was for \$212,366 to assist with meeting payroll obligations through the end of October. A future request for allocation(s) may be forthcoming to continue NRSA's transition to the new service provider. NRSA had indicated that without these funds a significant disruption in services will occur to clients in Watauga and the other four counties. The goal of NRSA was to have the majority of New River employees transitioned to the new service provider by the end of October, thus reducing future liabilities to the organization. Upon



successful completion of transitioning employees and services to the new provider, NRSA would focus on resolving its accounts receivables and dissolving the organization. The County Attorney presented the appropriate documents required for adoption to meet NRSA's request.

County Attorney Eggers stated that Smoky Mountain Center had chosen Daymark Recovery Services as their new behavioral healthcare provider.

Commissioner Gable, seconded by Commissioner Futrelle, moved to authorize a loan to the New River Service Authority in the amount of \$212,366 with authorization of up to an amount of \$477,600, with the loan/s to be secured by the Future Advance Deed of Trust, as prepared by the County Attorney, and an updated title prior to recording.

VOTE: Aye-3(Deal, Futrelle, Gable)  
Nay-0  
Absent-2(Miller, Blust)

**ADJOURN**

Chairman Deal adjourned the meeting at 8:21 A.M.

ATTEST:

\_\_\_\_\_  
James M. Deal, Jr., Appointed Chairman  
October 13, 2011, Special Meeting

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

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, OCTOBER 18, 2011**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, October 18, 2011, at 5:00 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

**PRESENT:** Nathan A. Miller, Chairman  
 David Blust, Vice-Chairman *[arrived at 5:18 P.M.]*  
 Tim Futrelle, Commissioner  
 Vince Gable, Commissioner  
 Stacy C. Eggers, IV, County Attorney  
 Deron Geouque, County Manager  
 Anita J. Fogle, Clerk to the Board

*[Clerk's Note: Commissioner Deal was not present for the meeting due to a prior commitment.]*

Chairman Miller called the meeting to order at 5:03 P.M.

Chairman Miller opened the meeting with a prayer and Commissioner Gable led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

Chairman Miller called for additions and/or corrections to the September 26, 2011, special meeting minutes and the October 4, 2011, regular and closed session minutes.

Commissioner Futrelle, seconded by Commissioner Gable, moved to approve the September 26, 2011, special meeting minutes as presented.

VOTE: Aye-3(Miller, Futrelle, Gable)  
 Nay-0  
 Absent-2(Blust, Deal)

Commissioner Futrelle, seconded by Commissioner Gable, moved to approve the October 4, 2011, regular meeting minutes as presented.

VOTE: Aye-3(Miller, Futrelle, Gable)  
 Nay-0  
 Absent-2(Blust, Deal)

Commissioner Futrelle, seconded by Commissioner Gable, moved to approve the October 4, 2011, closed session minutes as presented.

VOTE: Aye-3(Miller, Futrelle, Gable)  
Nay-0  
Absent-2(Blust, Deal)

### **APPROVAL OF AGENDA**

Chairman Miller called for additions and/or corrections to the October 18, 2011, agenda.

County Manager Geouque requested to delete Item # 11C: *Road Maintenance Request from Top O' Boone* to allow for additional staff research prior to consideration.

County Manager Geouque requested to add a discussion of a proposed contract for the Criminal Justice Partnership Program (CJPP) with Mr. Mike Vannoy after Agenda Item # 5.

Commissioner Gable, seconded by Commissioner Futrelle, moved to approve the October 18, 2011, agenda as amended.

VOTE: Aye-3(Miller, Futrelle, Gable)  
Nay-0  
Absent-2(Blust, Deal)

### **PROPOSED PROCLAMATION FOR FARM CITY WEEK**

Mr. Jim Hamilton, Director of Watauga County Cooperative Extension, presented a proposed proclamation declaring October 29 – November 3, 2011 as Farm City Week and calling upon citizens to support the County's local agricultural economy and the 56th Annual Farm-City Banquet which will be held on Thursday, November 3, 2011, at 6:00 P.M. at the Boone United Methodist Church.

Commissioner Gable, seconded by Commissioner Futrelle, moved to adopt the proclamation declaring October 29 – November 3, 2011, as Farm City Week in Watauga County.

VOTE: Aye-3(Miller, Futrelle, Gable)  
Nay-0  
Absent-2(Blust, Deal)

### **PROPOSED LETTER OF INTENT TO PURCHASE OLD HIGH SCHOOL PROPERTY**

Ms. Diane Fountain had submitted a Letter of Intent to Purchase the old high school property to the County Manager and had requested agenda time to present to the Board; however, Ms. Fountain was not present at the meeting.

County Attorney Eggers stated that discussion of the offer was appropriate for closed session.

County Manager Geouque stated that he understood Ms. Fountain wished to see if the Board was interested in an offer that involved installment payments over a five-year period for the property prior to submitting an official offer.

After brief discussion, the Chairman directed the County Manager to contact Ms. Fountain and request she submit a formal offer for consideration.

### **CJPP AGREEMENT REQUEST**

Mr. Mike Vannoy, Director of the Criminal Justice Partnership Program (CJPP), stated that the program was designed to expand sentencing options by adding community-based sanctions for parolees through NC Department of Correction grants which provide financial assistance to individual counties or groups of counties in filling the gap between active prison sentences and community-based punishments. The County used the grant funds to contract with New River Behavioral Healthcare for CJPP services.

Mr. Vannoy presented a contract in which the grant funds would be used by the County to directly contract with Mr. Vannoy for CJPP services. Mr. Vannoy assured the Board that he planned to continue the Program through the current grant cycle. Mr. Vannoy also stated that he planned to submit a proposal when the State advertised for Request for Proposals for CJPP services which was expected to occur in the next fiscal year.

Mr. Vannoy stated that all equipment purchased with the CJPP grant funds would stay with the program; however, if the program was terminated for any reason, the equipment would become County property.

County Manager Geouque stated that the current contract with New River Behavioral Healthcare stated that both the County and New River Service Authority had to agree to terminate their current contract. If there was not a consensus, a 30-day notice would be required.

County Attorney Eggers stated that he had reviewed the content of the contract.

Commissioner Futrelle, seconded by Commissioner Gable, moved to approve the contract with Mike Vannoy to operate the Criminal Justice Partnership Program utilizing the available existing State grant funds with the understanding that Program equipment was to remain with Mr. Vannoy until such a time that the Program no longer existed and then the equipment would become the property of Watauga County; this was to be contingent upon the termination of the current contract between New River Service Authority and the County with a thirty-day (30) notice required should the termination not be mutually agreeable.

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

## **TOURISM DEVELOPMENT AUTHORITY BID AWARD REQUEST FOR PLAYGROUND CONTRACT AT ROCKY KNOB PARK**

Mr. Eric Woolridge with the Tourism Development Authority requested the Board award a contract to Beanstalk Journeys, in the amount of \$75,000, for the construction of a playground at Rocky Knob Park. The construction of the playground would satisfy a portion of the County's obligation with regards to the \$500,000 PARTF grant. The project would be fully funded by the TDA.

County Attorney Eggers stated that he would meet with Mr. Woolridge prior to the next meeting to assure that all statutory requirements were met throughout the bidding process.

Chairman Miller requested that the Tourism Development Authority review the bids and present their recommendation also.

After brief discussion and by consensus, the Board agreed to table consideration of the award until a future meeting when all bids received for the project could be presented for review.

## **REGISTER OF DEEDS SOFTWARE REQUEST**

Register of Deeds, JoAnn Townsend, gave an update regarding ongoing projects within her office. Ms. Townsend stated that Watauga County was one of twenty-nine in North Carolina that had joined the Vital Records Automated System. These allowed citizens who were born after 1971 to be able to request a birth certificate from other counties without having to travel there in person. Ms. Townsend reported that her office has also successfully redacted driver's license and social security numbers from records available on their website.

Ms. Townsend stated that new compliance standards were to become effective January 1, 2012, and her current software provider, with whom there have been several issues, planned to charge \$25,000 to comply with those standards. As the County's Information Technologies Department could not provide the necessary service to meet compliance, Ms. Townsend requested contracting with Courthouse Computer Systems, in the amount of \$16,250, for six (6) months of annual software maintenance, including conversion costs, web hosting, e-recording, pre-1985 document search solution, and compliance of the indexing standards to become effective January 1, 2012. The full maintenance fee of \$32,500 would be locked-in for five years. At the present time, the current provider was not willing to waive the six (6) months of software maintenance fees for the remainder of the year even though the County was changing providers January 1, 2012.

Ms. Townsend also requested the Board award an additional contract to Courthouse Computer Systems, in the amount of \$46,000, for on-site scanning of the indices from 1872-1985.

The total annual request was in the amount of \$62,250; however, by changing vendors a \$25,000 cost savings would be realized, reducing the request to \$37,250. The \$37,250 would be allocated from the Register of Deeds Automation, Enhancement and Preservation Fund, per G.S. 161-11.3.

County Attorney Eggers had reviewed both proposed contracts with Courthouse Computer Systems.

Commissioner Futrelle, seconded by Vice-Chairman Blust, moved to approve both contracts with Courthouse Computer Systems with funds to be allocated from the Register of Deeds Automation, Enhancement and Preservation Fund as presented.

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

## **MAINTENANCE MATTERS**

### ***A. Bid Award Request for Roof Repairs to Health Department and Library Buildings***

Mr. Robert Marsh, Maintenance Director, received the following two bids for roof repair work on the health department and library buildings:

<b>Company</b>	<b>Library Gutter Repair</b>	<b>Library Gutter Replacement</b>	<b>Library SnoClips</b>	<b>Health Department</b>
LaFave's Construction Landis, NC	\$4,499	\$6,749	\$2,983	\$15,696
CityScape Roofing Claremont, NC	\$6,037	\$30,326	n/a	\$34,325

Mr. Marsh requested a contract be awarded to LaFave's Construction Company, Inc., for the replacement of gutters and the installation of a snow retention system at the Health Department in the amount of \$22,445. Mr. Marsh also requested the acceptance of LaFave's Construction's recommendation to add SnoClips™ to the Library snow retention system at a cost of \$2,983. Funds for the project would be allocated from the Maintenance Department's budget.

Commissioner Gable, seconded by Vice-Chairman Blust, moved to award the contract to LaFave's Construction Company, Inc., in the amount of \$25,428, contingent upon the County Attorney preparing the contract as presented.

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

### ***B. Bid Award Requests for Courthouse/Law Enforcement Center Renovations***

Mr. Marsh presented the following bids for renovations to the Courthouse and Law Enforcement Center:

<b>Bidder</b>	<b>Law Enforcement Center</b>	<b>Ground Floor Courtroom</b>	<b>Total</b>
Houck Contracting Hickory, NC	\$4,970.00	\$1,070.00	\$6,040.00
Greene Construction Boone, NC	\$7,548.00	\$3,292.00	\$10,840.00
Lawrence Construction Boone, NC	\$3,413.55	\$931.70	\$4,345.25
Ronnie Jones Construction Boone, NC	No Response	No response	

Mr. Marsh stated that the Sheriff had requested the room in the Law Enforcement Center

previously occupied by the Civil Division be divided into two offices by installing a partition wall and door. The Board of Elections had also requested to remove the prosecuting and defense tables from the downstairs courtroom during One-Stop Voting. The tables were currently hardwired for both electricity and data. Therefore, they could not be moved without the installation of two floor outlets which would involve concrete demolition, carpet patching and electrical work.

Mr. Marsh requested the Board award a contract to the low bidder, Dallas Lawrence Construction, in the amount of \$4,345.25 for the requested renovations to the Law Enforcement Center and the Courthouse.

Commissioner Gable, seconded by Commissioner Futrelle, moved to award the contract for renovations to the Courthouse and Law Enforcement Center to Dallas Lawrence Construction in the amount of \$4,345.25 contingent upon the County Attorney preparing the contract.

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

## **FINANCE MATTERS**

### ***A. Budget Amendments***

Finance Director Margaret Pierce reviewed the following budget amendments:

Account #	Description	Debit	Credit
103300-352100	Criminal Justice Partnership Program (CJPP)		\$64,139
105210-469820	CJPP Grant	\$64,139	

The amendment recognized Department of Corrections' grant funds. These funds require no County match and the grant is passed-through the County to fund a program for substance abuse treatment for parolees.

Account #	Description	Debit	Credit
103586-332004	State Senior Center Funding		\$16,274
105550-426000	Office Supplies	\$1,500	
105550-429200	Program Supplies	\$4,824	
105550-431200	Travel-Subsistence	\$500	
105550-431300	Client Transportation	\$3,000	
105550-432100	Telephone	\$800	
105550-432500	Postage	\$200	
105550-434100	Printing	\$450	
105550-469514	Contracted Services-Instructors	\$5,000	

The amendment recognized the award of the State Senior Center funding for aging services at the Lois E. Harrill Center and the Western Watauga Community Center. Acceptance of the award was made at the October 4, 2011, Board meeting.

Account #	Description	Debit	Credit
103991-399102	Rural Center Water Interconnect Grant	\$108,535	
104199-469510	Rural Center Water Interconnect Grant		\$108,535

The amendment reduced the Rural Center Grant per an amendment to the grant agreement which was approved at the October 4, 2011, Board meeting.

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

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

### ***B. Bid Award Request for Surplus Property***

Ms. Margaret Pierce reviewed bids received through GovDeals.com for the purchase of real property recently surplus by the County. The property which was donated to the County was located at 103 Windridge Road, Charter Hills, Lot D-32, Beech Mountain, NC. The highest bid was submitted by Mr. Thomas O'Connell, in the amount of \$8,510.01, with the appropriate deposit received. Ms. Pierce stated that closing was to occur within 60 days and all closing costs were to be paid by the purchaser. Below is a list of all bids received:

Bidder's User ID	Bid Amount
259173562	\$8,510.01
dmac1957	\$8,500.01
259173562	\$7,510.01
dmac1957	\$7,500.01
259173562	\$5,450.67
gatelyn03	\$5,440.67
gatelyn03	\$5,411.00
259173562	\$5,401.00
259173562	\$5,310.00
ANDOLINA	\$5,300.00
ANDOLINA	\$5,211.00
259173562	\$5,201.00
259173562	\$5,090.00
ANDOLINA	\$5,080.00
259173562	\$5,070.00
ANDOLINA	\$5,060.00
259173562	\$5,050.00
ANDOLINA	\$5,040.00
259173562	\$5,030.00
ANDOLINA	\$5,020.00
259173562	\$5,010.00
ANDOLINA	\$5,000.00
ANDOLINA	\$4,611.00
259173562	\$4,601.00
ANDOLINA	\$4,110.00
259173562	\$4,100.00



<b>Bidder's User ID cont.</b>	<b>Bid Amount cont.</b>
259173562	\$4,010.00
ANDOLINA	\$4,000.00
ANDOLINA	\$3,611.00
259173562	\$3,601.00
ANDOLINA	\$3,260.00
259173562	\$3,250.00
ANDOLINA	\$3,010.00
jpavital	\$3,000.00
jpavital	\$2,510.00
ANDOLINA	\$2,500.00
jpavital	\$1,500.00

Ms. Pierce stated that the lot had a current tax value of \$20,000 and would remain that amount until January 2014, when the new revaluation will be effective.

Vice-Chairman Blust, seconded by Commissioner Gable, moved to accept the high bid from Mr. Thomas O'Connell in the amount of \$8,510.01 for the purchase of surplus property located at 103 Windridge Road, Charter Hills, Lot D-32, Beech Mountain, NC, and to direct the County Attorney to work with Mr. O'Connell to close within 60 days.

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

## **PLANNING & INSPECTIONS MATTERS**

### ***A. Acceptance of NC Rural Center Grant***

Mr. Joe Furman, Economic Development Director, stated that in June 2011, the County had applied for a grant, per an Economic Development Commission request, with the NC Rural Center Building Reuse and Restoration Program requesting an amount of \$64,000 which required a commitment from Giant Street Ventures dba Aaron's, the benefactor of the grant, to create eight new jobs within eighteen months and maintain the same number for another six months. Mr. Furman stated that the Rural Center had notified the County that funds were awarded in the amount of \$44,843 and the job requirement had dropped to six positions. The reason for the reduction was the grant was to only fund the renovation portion of the project. The local match was to be covered by Mr. Furman's administrative time which would total approximately 30 hours.

Mr. Furman requested the Board accept the grant award and approve the loan document and promissory note; however, he did state that the County Attorney had reservations regarding the wording of the loan document.

County Attorney Eggers stated that the loan document was written in a manner that left the County responsible to the Rural Center if the six jobs were not created and maintained as required. In the grant proposal it was stated that the County would not be held liable to expend funds if the jobs were not created; however, the County could take any means necessary to enforce that Aaron's would pay.

The County Attorney stated that the Board could approve the documents as prepared; prepare an agreement with Aaron's which would more securely bind them to expend their funds in the event the required number of jobs were not met; request the Rural Center amend the loan documents; or not accept the grant award.

Mr. Furman stated that the process had operated under the assumption all along that the County would not be obligated to expend funds if Aaron's did not meet their job creation requirement so the Rural Center may be willing to amend the agreement.

Mr. Furman also stated that acceptance had to be given within 30 days of the grant award and tabling consideration to request the Rural Center amend their documents and/or designate collateral with Aaron's to cover expenses that may be incurred if the jobs required were not created, would not allow the County to meet that deadline.

By consensus, the Board agreed to table consideration to the next Board meeting and directed Mr. Furman to request a time extension from the Rural Center for acceptance of the grant award and amend the loan documents so that the County was not financially responsible to the Rural Center if Aaron's did not meet their job creation quota as required by the grant.

***B. Public Hearing Request – Proposed Budget Amendment for CDBG Scattered Site Housing Project***

Mr. Furman, Planning & Inspections Director, requested a public hearing be set to allow public comment on a proposed budget amendment to the Community Development Block Grant (CDBG) Scattered Site Housing Program. Due to the extent of repairs needed, a home originally scheduled for rehabilitation must be demolished and replaced with a double-wide manufactured home. The home-owner was in agreement with the replacement; however, the CDBG program required a public hearing be held prior to the approval of the budget amendments. As time was of the essence in an attempt to have the work done prior to winter weather setting in, Mr. Furman requested the public hearing be scheduled for the November 1, 2011, Board meeting.

Vice-Chairman Blust, seconded by Commissioner Gable, moved to schedule a public hearing for November 1, 2011, at 8:00 A.M. as requested per CDBG requirements.

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

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Proposed Resolution Approving Smoky Mountain Center's Purchase of Property***

County Manager Geouque presented a proposed resolution authorizing Smoky Mountain Center's purchase of real property in Haywood County. Since Smoky Mountain Center was the County's Local Management Entity for mental health services, adoption of a resolution approving the purchase was required, pursuant to G. S. 122C-147(c), prior to the purchase of the property.

Commissioner Futrelle, seconded by Commissioner Gable, moved to adopt the resolution as presented.

VOTE: Aye-3(Miller, Futrelle, Gable)  
Nay-1(Blust)  
Absent-1(Deal)

***B. Request for Release of Funds to Humane Society per Agreement for Construction of the Animal Shelter***

County Manager Geouque requested the release of a \$400,000 one-time capital payment to the Humane Society per the County's agreement regarding the construction of the new animal shelter. The County Manager also requested the release of the annual \$75,000 maintenance amount; however, the amount for this fiscal year was to be pro-rated to an amount of \$56,250 which reflected the October 1, move-in date. Adequate funds were budgeted and available.

Commissioner Gable, seconded by Commissioner Futrelle, moved to release the one-time \$400,000 capital payment and the \$56,250 pro-rated annual maintenance fee to the Watauga Humane Society as requested by the County Manager.

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

***C. Road Maintenance Request from Top O' Boone Subdivision***

This item was removed from the agenda

***D. Boards & Commissions***

County Manager Geouque stated that the terms of Watauga County Board of Adjustment members Bill Ragan, Baxter Palmer, and Lyle Schoenfeldt were set to expire in November 2011. NC General Statute 153A-345(a) required that, if a County has zoning in effect in less than the entire jurisdiction, a resident of each of the zoned areas shall be appointed by the Board of Commissioners.

The County Manager stated that Bill Ragan, a regular member, lived in the Howard's Creek Watershed, and Baxter Palmer, an alternate member, lived in Foscoe. Both of these members were willing to be reappointed. Lyle Schoenfeldt, a regular member, was the Valle Crucis Historic District representative, but no longer resided in that area; therefore, he was not eligible for reappointment as the Historic District's representative.

Appeals for interested parties willing to serve were mailed and published on the County's website. Ms. Diana Mast White and Mr. Jason Connelly, residents of the Valle Crucis Historic District have expressed interest in serving and their Volunteer Applications were presented.

Planning and Inspections Director, Joe Furman, stated that the Board of Adjustment only met as necessary and, therefore, had held two meetings in the past three years.

The above were first readings and, therefore, no action was required.

***E. Announcements***

County Manager Geouque announced that the 56th Annual Farm-City Banquet was scheduled for Thursday, November 3, 2011 at 6:00 P.M. at the Boone United Methodist Church with the theme for this year's banquet being "High Country Grown."

County Manager Geouque announced that the Annual County Christmas Luncheon was scheduled for Tuesday, December 13, 2011, from 12:00 to 2:00 P.M. at the Dan'l Boone Inn. The Board and County Attorney were invited to attend.

County Manager Geouque announced that a "Turning of the Valve" ceremony was scheduled for the Boone/Blowing Rock Water Interconnection Project on Wednesday, October 19, 2011, at 5:00 P.M. The ceremony would be held across from Tweetsie Railroad on Hwy 321 at the meter vault between both water systems.

**PUBLIC COMMENT**

Ms. Sandra Phillips and Ms. Anita Presnell shared their concerns regarding upcoming changes to employee health care insurance coverage.

**CLOSED SESSION**

At 6:12 P.M., Vice-Chairman Blust, seconded by Commissioner Gable, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

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

Commissioner Futrelle, seconded by Chairman Miller, moved to resume the open meeting at 6:45 P.M.

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

**ADJOURN**

Chairman Miller adjourned the meeting at 6:45 P.M.

ATTEST:

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

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

**AGENDA ITEM 3:**

**APPROVAL OF THE NOVEMBER 1, 2011, AGENDA**

Blank Page

**AGENDA ITEM 4:**

**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON A PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SCATTERED SITE HOUSING PROGRAM BUDGET AMENDMENT**

**MANAGER'S COMMENTS:**

Ms. Michelle Ball, Community Development Planner with the High Country Council of Governments, the agency administrating the County's CDBG Scattered Site Housing Program, will present a proposed budget amendment. Due to the extent of repairs needed, a home originally scheduled for rehabilitation must be demolished and replaced with a double-wide manufactured home. The home-owner is in agreement with the replacement.

Board action is requested to approve the budget amendment to the CDBG Scattered Site Housing Program at the conclusion of the public hearing.

**Watauga County Scattered Site Housing Program  
#09-C-2010  
Proposed Amendment  
Public Hearing November 1, 2011**

The purpose of this public hearing is to give the opportunity for citizen input concerning an amendment to the CDBG SSH Program. The proposed amendment will encompass the following budget revisions:

- ◆ Increase the relocation line item from \$160,000 to \$237,000.

The increase will come from the following:

- ◆ Decrease the clearance line item by \$9,000.
- ◆ Decrease the rehabilitation line item by \$68,000.

This budget revision is necessary due to the change in treatment of one of the participating homes. The original application stated that the County would assist 4 homeowners with this project two to receive replacement housing and two to receive rehabilitation assistance. The two scheduled replacement projects are complete and one of the rehabilitations is within 30 days of completion. The other home scheduled for rehabilitation has been assessed by the contractors, a County Building Inspector, and a certified structural engineer and it has been determined that the home is unfeasible to be rehabilitated through this program. The other alternative is to demolish the home, clear the property and bring in a manufactured home. The home owner has agreed to this option and therefore treatment of the property through this program will change from "Rehabilitation" to "Clearance and Relocation".

At this time, Watauga County requests that DCA approve this amendment in order to continue with the assistance of these severe-needs families by amending aforementioned line items in order to provide safe, sanitary homes for these project participants.



COMMUNITY DEVELOPMENT BLOCK GRANT  
BUDGET REVISION

**PROJECT BUDGET REVISION FORM C-1**

Per Bulletin 02-1

NAME OF GRANTEE		Watauga County	
GRANT NUMBER		09-C-2010	
CDBG GRANT AMOUNT		\$400,000.00	
Date: November 1, 2011			
ACTIVITY	PRESENT BUDGET	PROPOSE CHANGE IN BUDGET	REVISED BUDGET REVISION #
a. Acquisition	\$	\$	\$
b. Disposition			
c. Public facilities and improvements			
(1) Senior and handicapped centers			
(2) Parks, playgrounds and recreation facilities			
(3) Neighborhood facilities			
(4) Solid waste disposal facilities			
(5) Fire protection facilities and equipment			
(6) Parking facilities			
(7) Public utilities, other than water and sewer			
(8) Water & Sewer Improvements (Grants prior to 1987)			
(9) Street Improvements			
(10) Flood and drainage improvements			
(11) Pedestrian improvements			
(12) Other public facilities			
(13) Sewer (Grants beginning 1987)			
(14) Water (Grants beginning 1987)			
d. Clearance activities	\$20,000.00	-\$9,000.00	\$11,000.00
e. Public Services			
f. Relocation assistance	\$160,000.00	\$77,000.00	\$237,000.00
g. Construction, rehabilitation and preservation activities			
(1) Construction or rehabilitation of commercial and industrial buildings			
(2) Rehabilitation of privately owned dwellings	\$133,000.00	-\$68,000.00	\$65,000.00
(3) Rehabilitation of publicly owned dwellings			
(4) Code enforcement			
(5) Historic preservation			
h. Development financing			
(1) Working capital			
(2) Machinery and equipment			
i. Removal of architectural barriers			
j. Other Activities			
k. SUBTOTAL	\$313,000.00	\$0.00	\$313,000.00
l. Planning	\$7,000.00	\$0.00	\$7,000.00
m. Administration	\$40,000.00	\$0.00	\$40,000.00
n. TOTAL	\$360,000.00	\$0.00	\$360,000.00

\_\_\_\_\_  
Authorized Signature

Blank Page

**AGENDA ITEM 5:**

**PROPOSED RESOLUTION REQUESTING THE PRESERVATION OF CDBG FUNDING FOR THE SCATTERED SITE HOUSING REHABILITATION PROGRAM**

**MANAGER'S COMMENTS:**

Ms. Ball will present a proposed resolution regarding the decrease in the Scattered Site Housing Rehabilitation Program funding for 2012. Annual contributions for the CDBG Program are to be reduced from \$12,800,000 to \$8,000,000 which equates to a \$150,000 reduction in funding for Watauga. The reduction would severely limit the County's ability to address the high demand for assistance with housing repairs for low and moderate income households. The resolution requests that the Scattered Site Housing Rehabilitation Program funding be restored to previous levels.

Staff seeks direction from the Board.

Watauga County is up in 2012 to receive Community Development Block Grant (CDBG) Scattered Site Housing funds from the North Carolina Department of Commerce, Community Investment and Assistance. Since 2003 the County has received \$400,000 every three years to assist low- and moderate-income homeowners with either rehabilitation assistance or replacement housing and with the 2009 cycle added and emergency repair component.

The draft of the 2012 North Carolina Action Plan includes an \$8,000,000 allocation for the 2012 cycle of the Scattered Site Housing program, which equates to \$250,000 per county, or 38% less than the usual \$400,000 award. In the current North Carolina Budget CDBG funds are stacked heavily toward Infrastructure projects than the Scattered Site Program. Historically the western part of the state benefits more from the Scattered Site programs than Infrastructure programs.

The attached resolution, which will be distributed to the Watauga County state Representatives as well as Henry McCoy, Assistant Secretary for Community Development, requests that the CDBG funding for the Scattered Site Housing category be restored to the amount of \$12,800,000 to allow for \$400,000 in funding to each county in the 2012 cycle of the Scattered Site Housing Program.

STATE OF NORTH CAROLINA

**DRAFT**

COUNTY OF WATAUGA

**RESOLUTION FOR WATAUGA COUNTY, NC  
2012 NORTH CAROLINA ANNUAL ACTION PLAN FUNDING DISTRIBUTION**

**WHEREAS**, North Carolina is expected to receive \$70 million from the US Department of Housing and Urban Development (HUD) in 2012; and,

**WHEREAS**, North Carolina allocates the HUD funding through the North Carolina Annual Action Plan; and,

**WHEREAS**, the draft 2012 North Carolina Annual Action Plan includes \$45 million in CDBG funds; and,

**WHEREAS**, the CDBG distribution in the draft Action Plan includes \$8,000,000 for the Scattered Site Housing Rehabilitation Program, which equates to \$250,000 per County in 2012; and,

**WHEREAS**, annual CDBG allocations for the Scattered Site Housing Rehabilitation Program have been \$12,800,000 since the Program became non-competitive in 2001 , which equates to \$400,000 per County; and,

**WHEREAS**, Watauga County relies on the Scattered Site Housing Rehabilitation Program funding to assist low and moderate income households with housing repairs critical to safe and sanitary living conditions; and,

**WHEREAS**, the demand for program assistance in Watauga County has exceeded the available resources by a margin of five to one in the last two grant cycles (2006 and 2009); and,

**WHEREAS**, Watauga County has developed an effective Scattered Site Steering Committee of local service providers to locate and select the households in most dire need of housing assistance; and,

**WHEREAS**, the need for housing repair assistance in Watauga County remains high; and,

**WHEREAS**, Watauga County does not have the concentrations of low and moderate income households that would enable it to benefit from the CDBG Infrastructure Program.

**NOW, THEREFORE BE IT RESOLVED**, that the Watauga County Board of Commissioners requests the 2012 North Carolina Annual Action Plan allocate the CDBG funding in a manner that preserves the funding for the Scattered Site Housing Rehabilitation Program in the amount of \$12,800,000.

**ADOPTED** this the 1<sup>st</sup> day of November, 2011, in Watauga County, North Carolina.

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

ATTEST:

[SEAL]

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

Blank Page

**AGENDA ITEM 6:**

**PROPOSED WATAUGA COUNTY COMPREHENSIVE TRANSPORTATION PLAN**

**MANAGER'S COMMENTS:**

Mr. Craig Hughes, Transportation Planner with the High Country Council of Governments, will provide an update on the Watauga County Comprehensive Transportation Plan (CTP) and request approval of the socio-economic data used to determine deficiencies that may occur with the future transportation system in 2040. By identifying the deficiencies in the transportation system, recommendations for improvements will be developed. The maps detailing projected population and employment and the CTP Vision are included for your review. Mr. Hughes will be present to answer questions.

Board action is requested.

**Anita.Fogle**

---

**From:** Deron.Geouque  
**Sent:** Monday, October 24, 2011 3:23 PM  
**To:** Anita.Fogle; chughes@regiond.org  
**Subject:** FW: Watauga County Comprehensive Transportation Plan  
**Attachments:** Watauga County CTP Vision\_Goals\_Objectives\_10\_12\_11.pdf; Watauga SE data Approval Memo 10-17-2011.pdf; Watauga\_Emp\_Growth TPB Version.pdf; Watauga\_Pop\_Growth TPB Version.pdf

Craig:

I will place you on the November 1, 2011 agenda. Ms. Fogle will email informing the time you are on the agenda.

Sincerely,

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

---

**From:** Craig Hughes [<mailto:chughes@regiond.org>]  
**Sent:** Friday, October 21, 2011 10:22 AM  
**To:** Deron.Geouque  
**Subject:** Watauga County Comprehensive Transportation Plan

Deron,

I would like to submit a request to be on the County's November agenda. I will be asking the Commissioners to approve goals and objectives along with the projected employment and population growth rates for the county to be used in developing the Watauga County Comprehensive Transportation Plan. NCDOT has requested that all of the local governments in Watauga County approve these items. This information will be used to identify deficiencies in the transportation network and develop recommendations for improvements.

I have included a memo describing the request in much greater detail along with a copy of the goals and objectives, and the projected population and projected employment maps.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Craig Hughes, AICP  
 Transportation Planner



Date:

To: Deron Geouque, Manager, Watauga County  
 Greg Young, Manager, Town of Boone  
 Scott Hildebran, Manager, Town of Blowing Rock  
 Ed Evans, Manager, Manager, Town of Seven Devils  
 Randy Feierabend, Manager, Town of Beech Mountain

From: Craig Hughes, High Country RPO Coordinator

RE: **NCDOT Transportation Planning Branch Comprehensive Transportation Plan Socio-economic Data Forecasting Methodology**

In August of 2010, the Transportation Planning Branch of the North Carolina Department of Transportation and Watauga County initiated a study to cooperatively develop the Watauga County Comprehensive Transportation Plan (CTP), which includes the Towns of Boone, Blowing Rock, Seven Devils, and Beech Mountain. Existing and anticipated deficiencies will be determined through an analysis of the transportation system looking at both current and future travel patterns.

For the Watauga CTP two analysis methods will be used: one for the non-modeled area and another for the more urbanized area around Boone. For the non-modeled portion of Watauga County which includes the Towns of Blowing Rock, Seven Devils, and Beech Mountain, travel demand will be projected from 2010 to 2040 using a trend line analysis based on Annual Average Daily Traffic (AADT) from 1990 to 2010. In addition, local land use plans and growth expectations will be used to further refine future growth rates and patterns.

It is more difficult to predict future travel patterns in a larger urban area where there are more alternative route options. For the Town of Boone and the surrounding area, travel demand will be projected from 2010 to 2040 using a travel demand model. Travel demand models are developed to replicate travel patterns on the existing transportation system as well as to estimate travel patterns for 2040. Additionally, travel demand models require a broad range of socio-economic input data such as population and employment. These inputs are available from sources like the U.S. Census Bureau for the base year of 2010, but data for 2040 is also required.

The Watauga County CTP Committee worked with NCDOT to estimate population growth, economic development potential, and land use trends to determine the potential impacts on the future transportation system in 2040. We would like to update you on the process and to ask for your official approval of the projected socio-economic data used to determine future deficiencies. Your approval can be documented as part of the official minutes of the meeting.

Below is a description of the methodology used in the analysis.

### **Population**

Population trends were estimated using available data from the Office of State Budget and Management (OSBM) and simple linear growth. Population counts and projections through the year 2030 were taken from the OSBM website. The 2040 population was projected by applying the same growth rate as 2025 to 2030. For those years an annual growth rate of 1.4% was used in Watauga County. The CTP steering committee identified areas in Watauga County that would experience growth rates higher and lower

than the county average. These are displayed in the attached map titled “Watauga County Projected Population Growth for the Modeled Area”. Growth rates for each intensity category are shown on the map. The areas in the category “Middle” are those areas expected to grow at the same rate as the county average. Growth for Appalachian State University was based on the “Citizens Plan for Watauga” 2030 projection and grown at 1% per year to 2040.

**Employment**

Future employment conditions within Watauga County were obtained from the CTP steering committee input and discussions. This included approximate locations and intensity for proposed employment centers. Any anticipated heavy demand on the future transportation system as a result of these proposals will be accounted for in projected traffic volumes. Areas of expected higher employment growth and traffic growth are identified in the attached map titled “Watauga County Projected Employment Growth for the Modeled Area” Growth rates for each intensity category are shown on the map. Growth for Appalachian State University was based on the same student-to-staff and student-to-faculty ratios as existed in 2010.

The Watauga County Comprehensive Transportation Plan (CTP) Steering Committee developed the vision statement, goals, and objectives for this CTP based on input from many sources, including the following:

- CTP Goals and Objectives Survey results
- Citizens Plan for Watauga County
- Boone Pedestrian Plan
- The Boone 2030 Land Use Plan
- Blowing Rock Comprehensive Plan
- Blowing Rock Downtown Retail Strategy Plan
- Blowing Rock Parks and Recreation Master Plan
- Seven Devils Comprehensive Land Use Plan
- Beech Mountain Land Use Plan

## Watauga County CTP Vision

October 6, 2011

To develop and maintain a Comprehensive Transportation Plan that promotes and preserves the quality of life and economic vitality of Watauga County and all its municipalities while understanding there is a wide variety of stakeholders to consider. This will be accomplished by providing a financially responsible system that is safe, accessible, environmentally responsible, efficient, and preserves the character of the area while promoting multi-modal connectivity both locally and regionally.

1. Goal: Enhance transportation elements that are important to economic vitality
  - A. Objective: Provide multimodal service to commercial businesses and activity centers<sup>1</sup>.
  - B. Objective: Increase access to transit and non-vehicular modes for University students and for tourists.
    - i. Provide additional information, signs, and maps at key locations.
  - C. Objective: Reduce the mixed use of US 421 (King Street) through downtown Boone by local and through traffic.
  
2. Goal: Be financially responsible with the transportation system
  - A. Objective: Be considerate of the potential life span of improvements

---

<sup>1</sup> **activity centers:** Key activity centers for Watauga County include those listed in the Citizens Plan for Watauga County: the Blue Ridge Parkway, Horn in the West outdoor drama, Hickory Ridge Homestead, Mast General Store, Beech Mountain Resort, Mystery Hill, museums, Blowing Rock, Tweetsie Railroad, and Appalachian Ski Mountain and the following others: Deep Gap, Senior Center, Valle Crucis, parks, Conference center, B&Bs, Todd, Foscoe, ski resorts, Appalachian State University, and schools.

- i. Measure: Projects should maintain Level Of Service (LOS) D throughout the study horizon of 2040 unless otherwise noted in the study.
  - B. Objective: Perform a planning level cost – benefit analysis over each project's life cycle<sup>2</sup>
- 3. Goal: Provide safe and efficient movement of all transportation modes
 

It should be noted that NCDOT has “safety” as one of its Department goals so it is assumed that it is a consideration at all times.

  - A. Objective: Reduce the crash rate for the county by 5% by 2040.
    - i. Measure: The most recent 3 year crash rate.
  - B. Objective: Separate<sup>3</sup>, where possible, pedestrian ways and bike routes from vehicular areas
    - i. Measure: An increase in the amount of bike trails and sidewalks that are separated from roads.
  - C. Objective: Consider alternative designs/treatments and access management options when evaluating projects included in the adoption of this plan
    - i. Measure: Number of vehicles stopped at a traffic signal for more than one cycle at an acceptable cycle length
    - ii. Measure: Percent of traffic able to flow at the posted speed
  - D. Objective: Get fixed transit routes down to 30 minute headways in the Town of Boone.
  - E. Objective: Connecting transit service between Boone and other municipalities in Watauga County.
  - F. Objective: Sidewalks should be on both sides of all major roads within the Town of Boone limits.
  - G. Objective: Sidewalks on both sides of primary streets and at least one side of collector streets within municipal limits.
  - H. Objective: Greenway paths between neighborhoods.
  - I. Objective: Install bike lanes or wider lanes with striped shoulders on all arterials.
  - J. Objective: Off-road facilities between the Boone and Blowing Rock.
  - K. Objective: Connect greenways to ASU
  - L. Objective: Traffic should be able to flow at the posted speed except in the CBD areas.
  - M. Objective: A vehicle should not be stopped at a traffic signal for more than one cycle at an acceptable cycle length except in the CBD areas.
  - N. Objective: Alleviate congestion at the intersection of US 321 and NC 105.

---

<sup>2</sup> *Life cycle* cost will be construction cost plus 20 years unless otherwise determined

<sup>3</sup> *Separate* Bike and Pedestrian facilities will be those where bikes or pedestrians can travel at least 3 feet from the flow of traffic, therefore a 4ft shoulder satisfies but not a 2ft shoulder, even though both are connected to the road. Trails and Paths on their own right of way will of course qualify. Striped bike lanes are preferred versus just a paved shoulder in municipal areas. Paved shoulders on county primary roads are acceptable.

4. Goal: Pursue measures that reduce vehicular traffic and dependence on personal vehicles.
  - A. Objective: Use park and ride lots at congested areas
    - i. Measure: Increase the number of park and ride parking spaces by 800 spaces.
  - B. Objective: Provide for alternative modes of transportation between the towns of Boone, Blowing Rock, Seven Devils, and Beech Mountain
    - i. Measure: Develop accessible <sup>4</sup>public transportation systems between the county's municipalities by 2020
    - ii. Measure: 10 miles of bike facilities and multi-use paths connecting municipalities by 2040
    - iii. Measure: A twenty percent increase in non-vehicular connector routes between communities and destinations within communities
  - C. Objective: Provide a continuous and interconnected system of sidewalks in and around Boone and Blowing Rock.
    - i. Measure: Sidewalks on both sides of the street within **Central Business Districts** <sup>5</sup>(CBD) as topography allows
    - ii. Measure: Percent of streets with sidewalks on at least one side of the street in other areas, but both sides is preferable as topography allows
  - D. Objective: Develop a continuous, direct, and coordinated system of regional bicycle facilities in and throughout Watauga County by 2040
    - i. Measure: Add 25 new miles of total bike facilities in the county
    - ii. Measure: Interconnect bike facilities in county
  - E. Objective: Projects included with the adoption of this plan shall, where possible, enhance interconnectivity and accessibility to major local and regional destinations and activity centers
  
5. Goal: Ensure connectivity within the County and Region
  - A. Objective: Provide for alternative modes of transportation between towns
    - i. Measure: see 4-B above
  - B. Objective: Develop a continuous, direct, safe, and coordinated system of regional bicycle facilities in and throughout Watauga County by 2040
    - i. Measure: see 4-D above
  - C. Objective: Improve the highways identified as Intrastate and Strategic Highway Corridors to ensure the economic vitality of the region.
    - i. Measure: Reduce travel times, Improved level of service, and improved freight movement.

---

<sup>4</sup> *accessible* is defined as sidewalk within 50 yards and designated bike facilities within 100 yards of transit stops

<sup>5</sup> Central Business District for Boone will be "Primary Growth Area" and "Secondary Growth Area" from the "Boone 2030 Land Use Plan" adopted in 2009. For Blowing Rock it will be the "Town Center" as defined in chapter 1.D in the 2004 Comprehensive Plan.

6. Goal: Ensure all construction and improvements are compatible with the local character of the area by minimizing ***urban features***<sup>6</sup> of road projects
7. Goal: Consider the needs of and benefits to all stakeholders (Local residents, ASU students, tourist/visitors, seasonal residents)
8. Goal: Provide an environmentally responsible transportation system. NCDOT considers human and natural environmental impacts during the development of all projects. Water quality and view sheds are extremely important to the County as is the preservation of recognized communities.

---

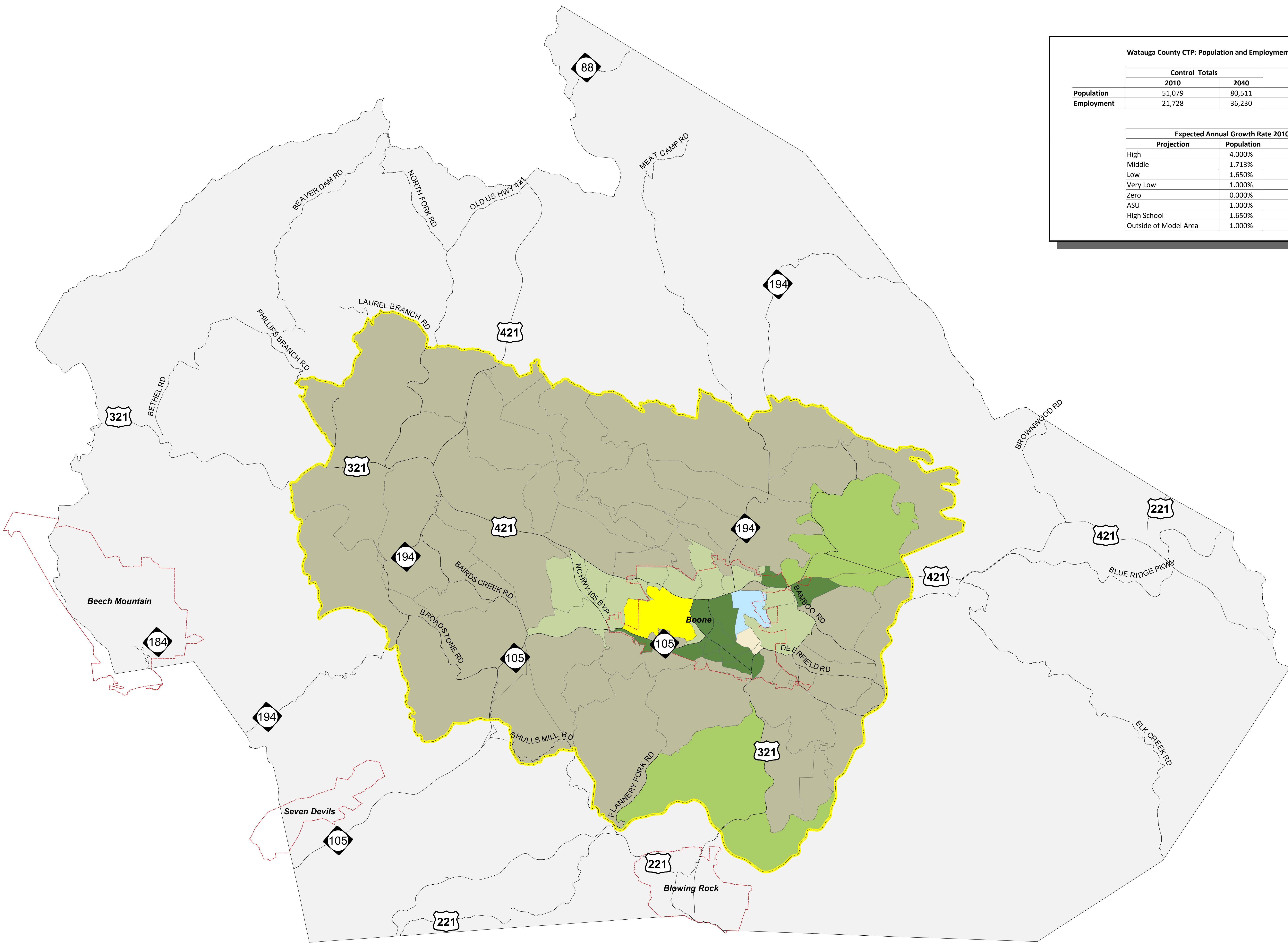
<sup>6</sup> ***urban features***: include street lights, signs, billboards, concrete medians, types of retaining walls, and other features that do not maintain the mountain character

**Watauga County CTP: Population and Employment Forecast**

	Control Totals		Expected Annual Growth Rate
	2010	2040	
Population	51,079	80,511	1.713%
Employment	21,728	36,230	1.719%

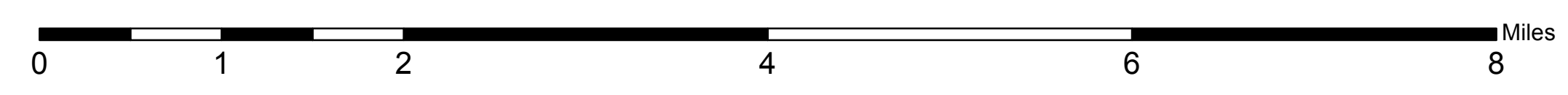
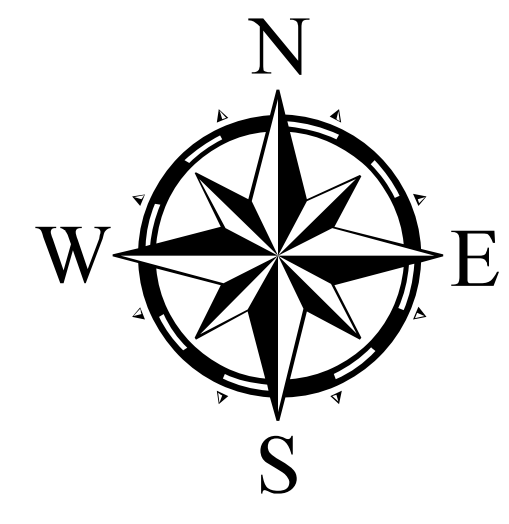
Expected Annual Growth Rate 2010-2040		
Projection	Population	Employment
High	4.000%	2.000%
Middle	1.713%	1.719%
Low	1.650%	0.500%
Very Low	1.000%	0.100%
Zero	0.000%	0.000%
ASU	1.000%	0.500%
High School	1.650%	0.500%
Outside of Model Area	1.000%	0.100%



**Legend**

- Municipal Boundaries
- Transportation Model Area
- Projected Employment Growth Rates**
- ASU
- High School
- High
- Middle
- Low
- Very Low
- Zero
- Outside of Transportation Model Area

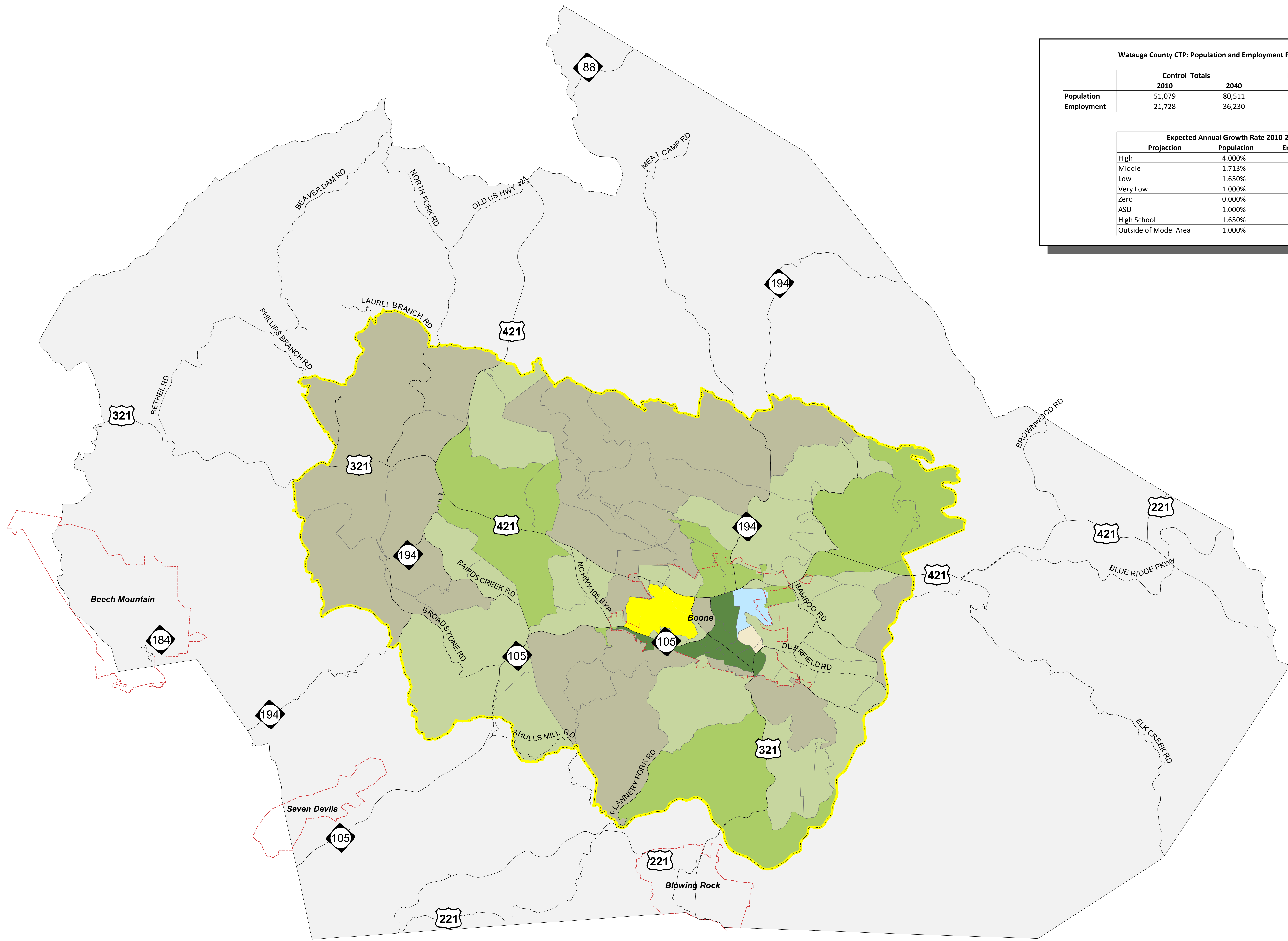
# Watauga County Projected Employment Growth for the Modeled Area 2010-2040



Watauga County CTP: Population and Employment Forecast			
	Control Totals		Expected Annual
	2010	2040	Growth Rate
Population	51,079	80,511	1.713%
Employment	21,728	36,230	1.719%

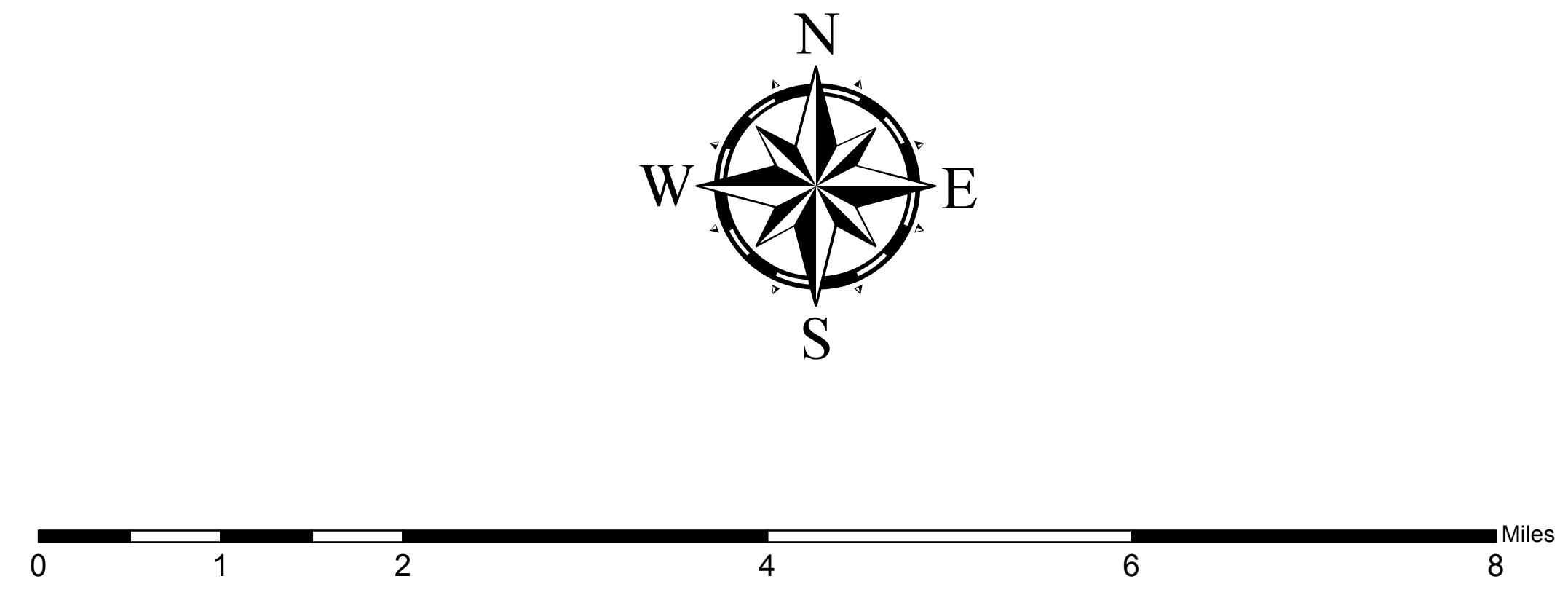
  

Expected Annual Growth Rate 2010-2040		
Projection	Population	Employment
High	4.000%	2.000%
Middle	1.713%	1.719%
Low	1.650%	0.500%
Very Low	1.000%	0.100%
Zero	0.000%	0.000%
ASU	1.000%	0.500%
High School	1.650%	0.500%
Outside of Model Area	1.000%	0.100%



- Legend**
- Municipal Boundaries
  - Transportation Model Area
  - Projected Population Growth Rates**
  - ASU
  - High School
  - High
  - Middle
  - Low
  - Very Low
  - Zero
  - Outside of Transportation Model Area

## Watauga County Projected Population Growth for the Modeled Area 2010-2040





**Watauga County**  
**Comprehensive Transportation Plan Steering Committee Meeting**

October 6, 2011  
3:00 PM – 5:00 PM

**Summary**

1. Growth projections
  - A final approval was given by the committee to present the projected growth rates for employment and population to the County and local governing boards.
  - The committee recommended placing the chart with the growth rates on the population and employment maps.
  - Approvals will be sought from the local governments at their November meetings.
2. Goals and Objectives
  - The committee recommended seeking County and local governing board approval on the goals and objectives as presented except for the following changes:
    - Goal 3, A. Objective: Reduce the crash rate for the county by 5% by 2040.
      - i. Measure: The most recent 3 year crash rate.
    - Goal 8: Provide an environmentally responsible transportation system. NCDOT considers human and natural environmental impacts during the development of all projects. Water quality and view sheds are extremely important to the County as is the preservation of recognized communities.
  - Approvals will be sought from the local governments at their November meetings.
3. Bicycle Element of the Comprehensive Transportation Plan
  - The methodology for selecting the bicycle routes was discussed.
    - Many of the routes reflect recommendations from the Boone/Blowing Rock Alternative Transportation Plan.
    - Other routes were selected based on CTP goals.
    - Routes were selected based on their ability to provide a transportation connection, not because it was a favorite road for cyclists.
    - Roads that had an average daily traffic (ADT) count of 1,200 and a posted speed of 45 mph were not identified for improvements. NCDOT uses these criteria in selecting bicycle routes, therefore if a road is already suitable for designation as a bicycle route, it should not be identified as needing improvement.
    - Maps were sent to the Town of Boone Alternative Transportation Committee and to the Boone Area Cyclists for comments.
  - The bicycle element map was approved by the committee.
4. Upcoming Events
  - November - Transit Element
  - December - Pedestrian Element
  - January – No meeting
5. Adjourn



## High Country Rural Planning Organization (RPO)

Municipalities and Counties of  
Alleghany, Ashe, Avery, Mitchell, Watauga, Wilkes, and Yancey

*"Serving North Carolina's High Country with Continuing, Cooperative, and  
Comprehensive Transportation Planning"*



Richard A. DeMott, RTAC Chair

Craig Hughes, LPA Transportation Planner

Richard Canipe, RTCC Chair

### **Watauga County Comprehensive Transportation Plan Steering Committee**

#### **Agenda**

**November 3, 2011**

**3:00 PM – 5:00 PM**

*High Country Council of Governments Offices*

*468 New Market Blvd*

*Boone, NC 28607*

1. Transit Element of the Comprehensive Transportation Plan
2. Adjourn

**AGENDA ITEM 7:**

**APPALACHIAN DISTRICT HEALTHCARE DEPARTMENT ANNUAL REPORT**

**MANAGER'S COMMENTS:**

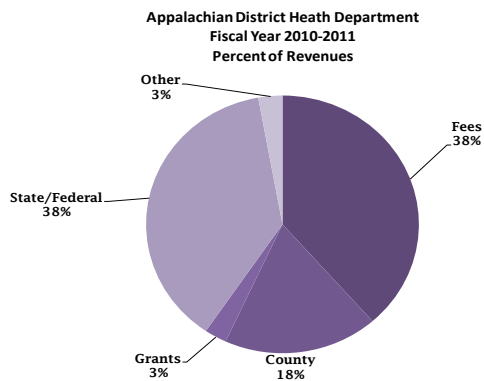
Ms. Beth Lovette, Director of the Appalachian District Health Department, will present her Annual Report which is included in your packet for review. Ms. Lovette will be available for any questions or comments that the Board may have.

The report is for information only and no action is required.

Blank Page

## Promote. Prevent. Empower.

- ★ 2,624 Child Immunizations given. Debilitating or death causing childhood diseases can be avoided by having children immunized.
- ★ 3,752 Adult Immunizations given. Diseases such as Hepatitis B, tetanus, flu and pneumonia are being prevented. Flu takes the lives of over 30,000 in the U.S. each year.
- ★ 959 Clients Tested and Counseled for HIV in an effort to increase awareness and peace-of-mind.
- ★ 1,606 Maternity Check-ups performed. Future mothers are ensured of having a healthy baby.
- ★ 4,203 Child Care Check-ups performed. Our children are prepared for healthy learning, healthy play and a healthy life.
- ★ 5,594 Primary Care Visits performed. Helping our community have better access to care.
- ★ 875 Health Promotion Contacts during the year to include Partnership Meetings, Partnership/Community Meetings Conducted, Health Promotion Programs/Presentations, Environmental & Policy Outcomes, Staff Development & Continuing Education, Media Programs/Media Coverage and more.
- ★ \$1,650,170 Grant Funds received for Appalachian District Health Department through various grants. \$124,000 Grant Funds received through partnerships for a total of \$1,774,170 additional public health focused funding to Appalachian District Communities.
- ★ 1,468 Dental Clinic Visits performed. Children are receiving dental care today for a bright smile tomorrow.
- ★ 11,453 WIC Nutrition, Registered Dietitian and Breastfeeding Contacts made helping families have better nutritional and dietary practices.
- ★ 23063 Environmental Health Contacts and Inspections were made with 5963 Food, Lodging and Institutional contacts, 12953 On Site Waste Water contacts, 3729 Well Contacts, and 418 Water Testing contacts.
- ★ 35 Possible Rabies contacts with 31 animals being tested; 3 which were positive, with 35 people recommended for treatment. It is important to have your animals vaccinated against rabies and avoid contact with animals out in the wild.



## ANNUAL REPORT 2010-2011

## COMMUNITY HEALTH CONCERNS ALLEGHANY, ASHE, AND WATAUGA COUNTIES

110111 BCC Meeting

Beth Lovette, MPH, RN, Health Director  
Kenneth Richardson, Chairman, District Board of Health

## APPALACHIAN DISTRICT HEALTH DEPARTMENT

*Health for All: Promote. Prevent. Empower.*



**Proudly serving Alleghany, Ashe,  
and Watauga Counties**

Appalachian District Phone: 828-264-4995  
Finance Office Phone: 336-372-8813

**Alleghany Health Department**  
157 Health Services Road, Sparta, NC 28675  
Phone: 336-372-5641

**Ashe Health Department**  
413 McConnell Street, Jefferson, NC 28640  
Phone: 336-246-9449

**Watauga Health Department**  
126 Poplar Grove Connector, Boone, NC 28607  
Phone: 828-264-6635  
[www.apphealth.com](http://www.apphealth.com)



Ashe County Clinic Room Before QI

### WORKING SMARTER WITH QUALITY IMPROVEMENT

Since beginning the first quality improvement initiative in Ashe County, the QI bug has spread across the District. Ashe and Watauga County clinic offices have embraced quality improvement and have made great achievements including:

- ★ Better utilization of space for patient care
- ★ Increased fee collection
- ★ Improved patient clinic flow to improve efficiency for staff and patients
- ★ Enhanced clinic teamwork



Ashe County Clinic Room After QI

### BED BUGS MAKE A COMEBACK

Bed bugs, a problem worldwide, are resurging, causing property loss, expense and inconvenience. Infestations usually occur around or near the areas where people sleep. Locally, the Environmental Health staff have investigated complaints from a variety of venues to determine the extent of the problems and consult with extermination companies to assist the venues.



### TOBACCO CESSATION TRAINING FOR HEALTHCARE PROVIDERS

Tobacco use continues to contribute to preventable disease and death in the Appalachian District. Along with prevention efforts to support tobacco prevention, cessation is also an integral part of addressing the public health risk of tobacco.

The Northwest Tobacco Prevention Coalition had an extremely successful year in providing tobacco-use cessation counseling trainings to healthcare providers in Alleghany, Ashe and Watauga Counties. Teri VanDyke, Coordinator, conducted a total of 15 trainings (3 in Alleghany, 4 in Ashe and 12 in Watauga), reaching 183 healthcare providers in our area. Training included best-practice guidelines on how to counsel patients who use tobacco. As a result, many of the providers are now incorporating proven counseling methods and are promoting QuitlineNC - 1-800-QUIT-NOW.

## A NEW ERA OF LEADERSHIP

On May 31, 2011 Appalachian District said farewell to Danny Staley, Health Director of 14 years and prepared for an era under new leadership. We congratulate Danny on his accomplishments and wish him well.

July 18, 2011, staff welcomed a new Health Director, Beth Lovette, RN, MPH. Beth comes to the District with many years of experience in public health leadership.



"In my brief time here in the District, I have been pleased to find that we are a part of vibrant, resilient communities. The collaborative spirit in the communities we serve is infectious. In my role as your public health leader, we will strive for excellence, strong customer service, and active community engagement to build a healthier community together. Thank you for the opportunity to serve you."

~Beth

Beth Lovette, MPH, RN  
Health Director



## APPALACHIAN DISTRICT PUBLIC HEALTH IN OUR COMMUNITIES

### Communities Putting Prevention to Work

The District Leadership Team leads the Communities Putting Prevention to Work initiative to support obesity prevention in policy, systems, and environmental change across Alleghany, Ashe, and Watauga Counties. Prevention efforts are aimed at large reach and impact projects for healthy eating and physical activity across the community, including those who are underserved. Currently, projects include work in schools, hospitals,



childcare centers, farmers markets, media, and the built environment.

Photo of garden site at Hospitality House where food will be grown to use in the Bread of Life Soup Kitchen. Hospitality House is also developing a bicycle loaner program and biking activity group to provide physical activity and affordable transportation options to clients they serve.

### BREASTFEEDING GRANT

A core function of the Women, Infants, and Children Program (WIC) is to support breastfeeding for mothers and their babies.

Nancy Isaacs, pictured right, is the Breastfeeding Peer Counselor for Alleghany, Ashe, Watauga, and Wilkes Counties.



In 2010-11, the nutrition services team implemented a \$10,000 NC Department of Public Health Breastfeeding grant to create mother and baby friendly breastfeeding spaces at each of the 4 health departments. Health department staff received additional training to encourage breastfeeding. Additionally, support groups were enhanced to

### APPALACHIAN DISTRICT HEALTH DEPARTMENT AND PREPAREDNESS

The Appalachian District Health Department (the District) is committed to assisting our communities to be prepared for any public health emergency or disaster. Over the past year we have been able to enhance our partnership with local county Emergency Management to combine resources and assistance. Through federal H1N1 grant monies, we were able to purchase equipment for Alleghany, Ashe and Watauga counties, as preparation in the event of power outages. Portable refrigerator/freezers were also bought to store vaccine for off-site mass vaccine clinics. The Appalachian District Health Department employs a full time Communicable Disease/Preparedness Coordinator to facilitate collaboration between local emergency management and public health, as well as, to enhance community resiliency.



Mountain View Elementary 4-H Afterschool staff and students celebrate the Ashe After School Moves More Competition



### OBESITY PREVENTION GRANTS

Through collaboration with community partners, Appalachian District received two Eat Smart, Move More NC Grants for \$ 32,670 for 2010-2012 to increase physical activity among youth in Ashe and Alleghany Counties. This past year, Ashe County 4H Afterschool has implemented physical activity libraries in all sites to support daily physical activity to meet the Move More NC Afterschool Standards. This upcoming year, Alleghany County will be constructing a school track, open to the community at Piney Creek School. Both communities have participated in data collection to research the potential impacts of these changes to come.

The Ashe Appalachian Prevention Partnership received \$99,000 funding from the HRSA Special Initiative Funding to implement a special physical education program-HOPSports at Ashe County Middle School, Blue Ridge Parkway Foundation Track Trail at New River State Park, provide a Girls on the Run program at Westwood Elementary, establish a strategic plan for Ashe Care Share Health Alliance, and conduct the Youth Risk Behavior Survey at Ashe County Middle School. This project funding was administered through Appalachian State University Institute for Health and Human Services.



### CONGRATULATIONS TO OUR RETIREES

The following employees retired from the Appalachian District. We thank them for many years of service to public health.

- ★ Jennifer Judson, 26 yrs.
- ★ Sandy Hagler, 14 yrs.

**AGENDA ITEM 8:**

**HUNGER AND HEALTH COALITION PAVING REQUEST**

**MANAGER'S COMMENTS:**

Ms. Compton Fortuna, Director of the Hunger and Health Coalition, will request assistance from the Board in repairing Health Center Drive. The road services the non-profits that lease space from the Hunger and Health Coalition and Caldwell Community College. The estimate to repair the road is \$17,335. The lease states that the County is not responsible for any maintenance of the facility and that such is the responsibility of the Hunger and Health Coalition. The County provides property and liability and flood insurance for the facility.

Should the Board wish to provide assistance, the funds would have to be allocated from the administrative contingency. Staff seeks direction from the Board.

# HUNGER AND HEALTH COALITION



October 24, 2011

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

Dear Mr. Geouque:

I am writing on behalf of the Hunger & Health Coalition to request assistance with repairing the potholes on Health Center Drive. There are several large potholes on this road which are causing damage to the vehicles of people visiting the businesses on Health Center Drive. In addition to the Hunger & Health Coalition, the clients and staff of The Community Care Clinic, The Hospitality House, Caldwell Community College and the AppalCart "Green Route" are being negatively affected by the damage to the road.

We have filled the holes with gravel multiple times which temporarily fixes the problem. We contacted Moretz Paving for an estimate of the cost to repair the potholes. I have enclosed the estimate we received from Moretz Paving.

As you can imagine, the traffic in the area is growing considerably as more local families are traveling on Health Center Drive in search of assistance with their basic needs. The increasing numbers of families in need has caused a corresponding increase in the amount of food and medications that the HHC is purchasing to distribute to our clients. We would greatly appreciate any support the County might be able to provide in having the area repaired.

Thank you in advance for your time and consideration. Please let me know if you need additional information or have questions.

Sincerely,



Compton Fortuna  
*Executive Director*





FAX - 262-0154

Page No. of Pages

**Moretz Paving, Inc.**

P.O. Box 270  
ZIONVILLE, NC 28698  
Phone# 828-297-5049  
Fax# 828-297-7703

**PROPOSAL AND  
ACCEPTANCE**

PROPOSAL SUBMITTED TO <b>HUNGER / HEALTH COALITION</b>		PHONE <b>262-1628</b>	DATE <b>10-13-11</b>
STREET <b>141 NORTH CENTER DR.</b>		JOB NAME	
CITY, STATE AND ZIP CODE <b>BOONE, N.C. 28607</b>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

**ATTN: CRYSTAL**

- 1) POT HOLE REPAIR  
TO PATCH POTHOLES - \$2,860.00**
- 2) REPAIR AREA AT WOODYARD  
TO DIG OUT, REMOVE GRASSY AREA - RE-BASE WITH SYDDE  
SET UP TO PAVE. PAVE WITH 2 INCHES ASPHALT  
\$7,100.00**
- 3) RE-SURFACE ROAD WAY - (REPAIR TO WOODYARD MUST BE DONE BEFORE RE-SURFACE)  
RE-SURFACE ENTRANCE RD - TO WOODYARD GATE - 2" ASPHALT  
INCLUDE POT HOLE PATCHING \$17,335.00  
ROCK CLAUSE  
NOTE: NOT RESPONSIBLE FOR UNDERGROUND UTILITIES  
NOTE: NOT RESPONSIBLE FOR SCUFFING**

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**A PRICE BASED ON ASPHALT INDEX OCT. 2011 - Subject to change**  
dollars (\$ \_\_\_\_\_).

Payment to be made as follows:  
**- IN FULL UPON COMPLETION -**

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs 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 Workman's Compensation Insurance.

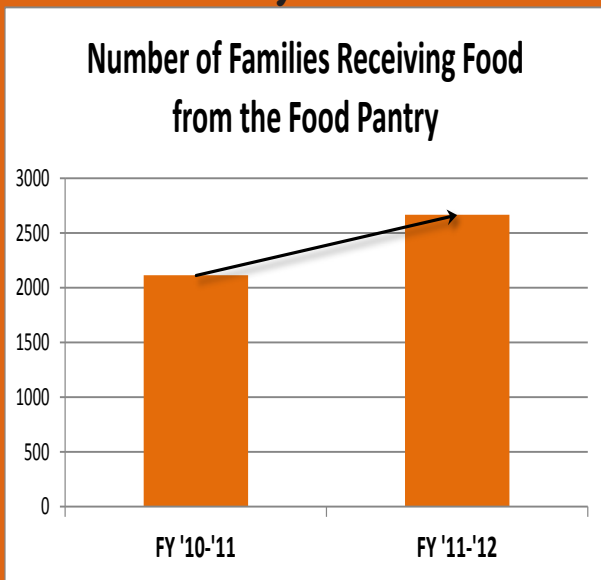
Authorized Signature *Robert Sharp*  
Note: This proposal may be withdrawn by us if not accepted within **30** days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

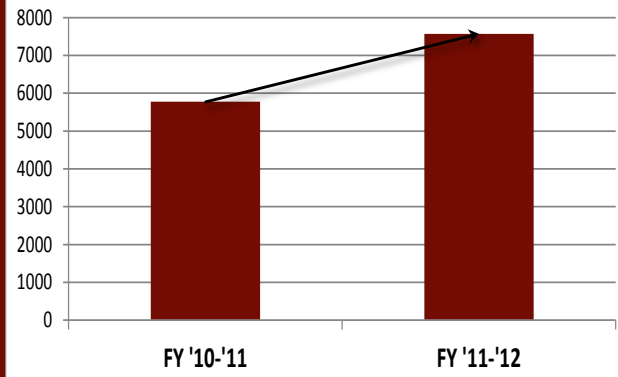
Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_  
Signature \_\_\_\_\_

**The number of families receiving food from the Food Pantry has increased by 26%**

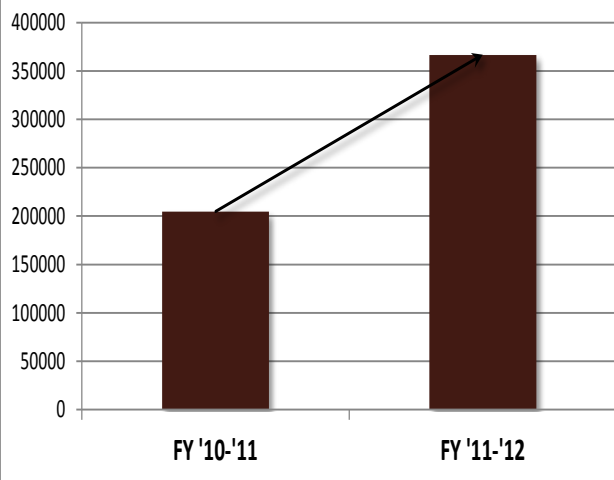


**Number of People Receiving Food from the Food Pantry**



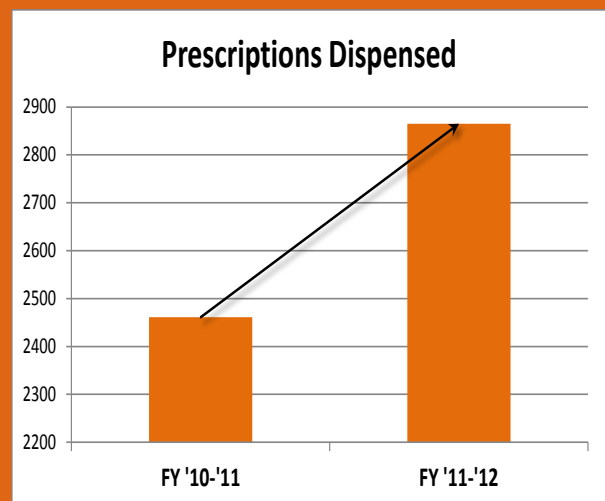
**The number of people receiving food from the Food Pantry has increased by 31%**

**Value of Medications Dispensed**



**The value of the medications dispensed through the Pharmacy Assistance program has increased by 79%**

**The number of prescriptions dispensed has increased by 16%**



**AGENDA ITEM 9:**

**SHERIFF'S OFFICE MATTERS**

***A. Update on Consolidated Dispatch***

**MANAGER'S COMMENTS:**

Per Commissioner request, the Sheriff will provide an update on the progress to date on centralized dispatch.

Blank Page

**AGENDA ITEM 9:**

**SHERIFF'S OFFICE MATTERS**

***B. Vehicle Bid Awards***

**MANAGER'S COMMENTS:**

The Sheriff will request the Board award a bid for two (2) vehicles, one pickup truck and one SUV. Six (6) vendors were solicited in which only one vendor responded. The Sheriff will recommend the Board accept the bid from Carmax of Hickory for one (1) 2005 Dodge Ram 1500 Laramine pickup truck in the amount of \$20,661.47 with approximately 69,000 miles and one (1) Dodge Durango SLT SUV in the amount of \$18,601.47 with approximately 55,000 miles. Adequate funds are budgeted to cover the purchase of these vehicles.

Board approval is requested.



**SHERIFF'S OFFICE WATAUGA COUNTY  
184 HODGES GAP RD, BOONE NC. 28607  
SPECIAL OPERATIONS**

To whom it may concern:

This is a copy of all the locations that were sent faxes on sept 30 2011.  
Along in the packet are the responses I received back from the locations on or before the 14<sup>th</sup> of October when the bids were to be in.

I received the bid forms back stating that they had two vehicle that matched the prices and descriptions that was sent to them. The prices may be less than originally stated and one of the silver vehicles may be black due to their high volume of sales. I have spoke to the CarMax Company, who had sent in the bid forms and they told me as of Oct 27<sup>th</sup> that they have several vehicles matching the specs that we had sent.

Money for these vehicles had been sent aside in the fiscal year budget and was taken from the federal drug funds.

Note: I had sent the bids to six (6) car dealerships including all of the local dealers and this is the only response I have received back.

Capt A.R.REED

WCSO

**AGENDA ITEM 10:**

**PROJECT ON AGING ANNUAL REPORT**

**MANAGER'S COMMENTS:**

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

Board action is requested to accept the annual report.



# Watauga County Project on Aging

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

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto:angie.boitnotte@watgov.org)

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

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** October 25, 2011

**SUBJ:** Request for Board of Commissioners' Consideration: Project on Aging Annual Report

The NC Division of Health Service Regulation requires the Project on Aging to conduct an annual comprehensive evaluation of agency operations and policies which must be presented to the Board of County Commissioners. The attached annual report addresses statistical information as to clients, services, and revenues as required by licensure standards.

I plan to be present for discussion and questions.



## **PROGRAM EVALUATION NCDHSR LICENSURE REQUIREMENTS**

As required by the NC Division of Health Service Regulation (formerly Division of Facility Services), the Project on Aging Director must conduct an annual comprehensive evaluation of agency operations and policies. The evaluation shall assure the appropriateness and quality of the agency's services with findings used to verify policy implementation, to identify problems, and to establish problem resolution and policy revision as necessary.

An overall policy and administration review was conducted on the following areas: scope of services offered, arrangements for services with other agencies or individuals, admission and discharge policies, supervision and plan of care, emergency care, service records, personnel qualifications, and program evaluation. The attached annual report addresses statistical information regarding: number of clients receiving each service; number of visits or hours for each service; client outcomes; adequacy of staff to meet client needs; numbers and reasons for non-acceptance of clients; and reasons for discharge.

The agency continues to make and receive referrals to/from allied health agencies as necessary. All agency relationships are satisfactory and ongoing. Ongoing staffings with appropriate home health agencies regarding CAP clients are conducted to discuss mutual clients. The Project on Aging also participates in the Watauga County Elderly and Disabled Adult Abuse Prevention Team, the Adult Services Coalition, the Watauga County Caregiver Council, the Watauga/Avery Caregiver Foundation, and the Watauga County and High Country Falls Prevention Coalitions.

**WATAUGA COUNTY PROJECT ON AGING  
FY 2011 ANNUAL REPORT  
JULY 1, 2010 – JUNE 30, 2011**

FY 2011 Budget

Budgeted Amount	\$1,250,484
Expenditures	<u>1,153,071</u> (92.2%)
Balance (under)	\$ 97,413 (7.8%)

FY 2011 Revenue

Medicaid	\$ 101,167	} \$ 453,533
DSS Contract	12,782	
Donations/Fees	15,062	
HCCBG, State funds, USDA	279,325	
E & D Transportation	24,401	
State Senior Center Allocation	16,325	
SHIP Grant	4,471	
Watauga County <sup>1</sup>	\$ 699,538	
Total Revenue	\$1,153,071	

1 \$27,852 minimum match was required for federal and state grants.

**CAP/DA MEDICAID:**

The Community Alternatives Program for Disabled Adults (CAP/DA) provided services to 55 Medicaid clients who were certified as medically eligible to enter a nursing home but who preferred to stay at home. Medicaid funds received are based on billable services to CAP/DA clients and are as follows:

	<u>NUMBER SERVED</u>	<u>AMOUNT BILLED</u>
Home Delivered Meals	1,498 meals	\$ 4,568.90
In-Home Aide	1,238.5 hours	17,537.16
Case Management	1,209.75 hours	69,826.77
Waiver Supplies	28 clients	<u>10,013.27</u>
<b>Total</b>		<b>\$ 101,946.10</b>
		(\$101,166.88 or 99.2% collected)

**D.S.S. CONTRACT**

The Project on Aging contracts with the Watauga County Department of Social Services to provide in-home aide services to the disabled adult client group between the ages of 18 and 60, who have physical and/or mental disabilities.

983.25 Hours	\$12,782.25
--------------	-------------

**HOME AND COMMUNITY CARE BLOCK GRANT/FEDERAL**

The Home and Community Care Block Grant consists of Federal Older Americans Act funds, required State match, and additional State legislative allocations. The United States Department of Agriculture (U.S.D.A.) reimburses .60 for each eligible meal served.

In-Home Aide	\$122,009
Family Caregiver Respite	4,001
Home Delivered Meals	82,500
Congregate Meals	43,596
USDA	24,671
Health Promotions	987
Health Screening	900
Medication Management	<u>661</u>
<b>Total</b>	<b>\$279,325</b>

**SERVICES SUMMARY**  
**SERVICES DELIVERED / CLIENTS SERVED**  
(Funding sources – Medicaid, County, HCCBG, DSS Contract, E&D)

DESCRIPTION	UNITS SERVED	# of CLIENTS
Congregate Meals	16,565	474
Home Delivered Meals	25,071	184
CAP Home Delivered Meals	1,498	8
Transportation	6,216	216
In-Home Aide Level I	11,250	153
In-Home Aide Level II	2,185	23
Family Caregiver Respite Level II	246	3
DSS In-Home Aide	983	17
CAP In-Home Aide Level II	1,239	1
Health Screening	77	77
Evidence Based Health Promotion	-	16
Medication Management	125	125
Volunteer Services (HDM, VITA, SHIIP, Chore, FV)	--	290
Medical Loan Closet	--	179

**STAFF SUMMARY**

The following staff worked in providing In-Home Services during FY 2011:

- 1 Non-Regular CAP In-Home Aide
- 9 Regular In-Home Aides
- 1 In-Home Services Supervisor (IHA/CAP Supervisor)
- 1 Community Services Specialist (HDM/Volunteer Coordinator)
- 1.5 CAP Case Managers

## CLIENT OUTCOMES

114 clients receiving in-home services were discontinued in FY 2011 for the following reasons:

- 29 Services not needed (improved, no longer qualified, client request)
- 26 Placed in a LTC Facility
- 24 Death
- 13 Moved out of County
- 9 Assisted Living
- 7 Over 30 Days hospital/family stay
- 3 Placed on CAP/DA Services
- 3 Health and Safety

## NON-ACCEPTANCE of CLIENTS

31 clients were referred for services in FY 2011 who were not placed on service roles.

### **CAP**

- 6 Placed in nursing facility / chose to stay in nursing facility
- 3 Death
- 3 Declined services
- 2 CAP services not needed / personal care not needed
- 2 Placed in Assisted Living
- 1 No response from client
- 1 Not Medicaid eligible / refused to sign estate recovery
- 1 Not ICF/SNF Level of Care

### **In-Home Aide**

- 5 Declined services
- 5 Needs met through other services/support
- 2 No response from client

## CLIENT DEMOGRAPHICS

During FY 2011, more females than males were served through the In-Home Services programs; 74% of the clients were female, and 26% of the clients were male. Fifty-one percent (51%) of the In-Home Services clients served were classified as economically needy while 99.5% of in-home clients were classified as at-risk or high-risk for being placed in a facility or not being able to remain in their own homes. The majority of the clients served were over the age of 75 (73%) while 92% were over the age of 60.

## SENIOR CENTER REPORTS

### LOIS E. HARRILL SENIOR CENTER

Congregate Participants	239
AARP Tax Assistance	323
ASU Interns / Research Projects / Volunteers / etc.	73
Center Classes, Activities and Services	1,172
Community Service Workers	22
Newsletter " <i>Young at Heart</i> "	400

### WESTERN WATAUGA COMMUNITY CENTER

Congregate Participants	253
AARP Tax Assistance	54
ASU Interns / Research Projects / Volunteers / etc.	47
Center Classes, Activities and Services	274
Community Service Workers	30
Community Center	4,680
Parking/Ground Use	3,320

Currently, by census projection, there are 8,000+ residents in Watauga County over the age of 60. The Lois E. Harrill Senior Center continues to grow with many activities being requested especially in the areas of wellness/fitness and computers with some classes/activities requiring a waiting list. The Lois E. Harrill Senior Center received more than \$4,000 in donated items during FY 2011 and the monetary value of the amount of volunteer time donated was \$8,790. The State of NC is requiring more evidence based health promotion programs and is tying reimbursement to these programs. During FY 2011, we offered Arthritis Tai Chi, Living Healthy, and A Matter of Balance, which are three evidence based health promotion classes.

According to the numbers listed above, over 8,000 individuals utilized the Western Watauga Community Center during FY 2011. The Western Watauga Community Center will need to be expanded in order to meet the needs of the older adults in that area. It is not possible to schedule multiple classes, meetings, etc., due to limited space. We were able to expand into the unused WAMY space, which provided a room for exercise equipment, and space to conduct exercise classes and small group meetings/classes. The parking lot at the WWCC is also heavily used with more than 3,000 additional vehicles using the parking lot for events such as the Watauga County TDY Playhouse Festival; Blood, Sweat, and Gears; CCP&D Music Fest; and the CCP&D Heritage Day.

## **NARRATIVE SUMMARY**

The Project on Aging's revenues were more than projected during FY 2011, and expenditures were less than projected as well. We also maintained a Medicaid Revenue collection rate of 99.2%!

Services were delivered above the prior year's level in Home Delivered Meals; 26,569 (+425) Home Delivered Meals were delivered to 192 frail adults (+6). Meals were not delivered 17 days during FY 2011 due to severe weather. Emergency meals were provided to cover those days.

Services were delivered below the prior year's level for In-Home Aide Services; 15,903 hours (-1,929) of In-Home Aide Services were delivered to 197 frail adults (-3). The number of In-Home Aide hours delivered through the CAP program was down by 618, and the number of aide hours delivered through the HCCBG, DSS, and County funded services was down by 1,311. The decline in the number of In-Home Aide hours provided through the CAP program was the result of the aide being out due to health reasons. The decline in the number of hours provided through the In-Home Aide (Levels I & II), Family Caregiver Respite, and DSS services can be attributed to the reduction of In-Home Aides from 10 to 9, aides out on extended sick leave, and the number of weather related closings.

The Agency has approved clients on waiting lists for Home Delivered Meals and In-Home Aide. During FY 2011, the Home Delivered Meals program averaged 116 clients at any given time with an average of 4 on the waiting list. The In-Home Aide program averaged 142 clients and 7 on the waiting list, with more than 19 current clients who are eligible for and need additional service. The CAP program maintained an average caseload of 41 clients with no waiting list during FY 2011.

Overall, FY 2011 was a good year for services to older adults in Watauga County. Our goal continues to be to provide services to the over 60 and disabled adult population, thereby allowing them to maintain their independence as opposed to premature institutionalization. Services to the frail elderly may decrease in FY 2012 due to budget constraints. However, the Project on Aging will continue to focus on providing services to the frailest, oldest, and poorest residents. As the at-home population becomes older and frailer with more acute needs for services, the demand for services will need to be addressed.

Blank Page



**AGENDA ITEM 11:**

**UPDATE REGARDING PROPOSED ACCEPTANCE OF NC RURAL CENTER GRANT**

**MANAGER'S COMMENTS:**

Mr. Joe Furman, Economic Development Director, will provide an update regarding the County's requests to the NC Rural Center for amendments to the Building Reuse and Restoration Program grant award which was presented at the October 18, 2011, Board meeting.

2012-020-60501-107

## AGREEMENT

THIS AGREEMENT, entered into this the 27th day of September, 2011, by and between the Watauga County (hereinafter referred to as "GRANTEE") and the Rural Economic Development Center, Inc. (hereinafter referred to as "CENTER"), a North Carolina non-profit corporation.

### WITNESSETH:

THAT, WHEREAS, the CENTER was organized for the purpose of stimulating economic development and job creation in distressed areas through the reuse of vacant buildings; and

WHEREAS, in its efforts to stimulate and encourage economic development and job creation, the CENTER contracts with local governments to conduct construction and development activities to solidify the location of a business or industry in vacant and/or abandoned buildings in its jurisdiction;

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the parties hereto do mutually agree to the following terms and conditions:

#### I. Scope of Program/Other Agreements.

(a) The GRANTEE shall develop, perform and complete the work set out in Exhibit A (hereinafter referred to as the "Project") and said Project being that work described in a proposal entitled "Aaron's Sales and Lease" as approved by the CENTER.

(b) The parties acknowledge that the funds provided hereunder have been provided in order to facilitate the creation of jobs in the community, and are subject to return to the CENTER if such jobs are not created and maintained. Therefore, GRANTEE agrees to enter into a Loan/Performance Agreement (the "Performance Agreement") substantially in the form attached hereto as Exhibit D with the owner of any real estate on which the Project is located, and, if different, the business which will conduct business operations on the site of the Project.

GRANTEE agrees to provide a copy of the same to the CENTER prior to execution for the CENTER'S review and approval, and an executed copy after signing. In the event any sums are repaid under the Performance Agreement, an such amounts will be paid to the CENTER.

(c) GRANTEE agrees to provide CENTER with any information obtained pursuant to the Performance Agreement, and to allow the CENTER to execute any rights of the GRANTEE thereunder, including any rights of access, review or monitoring.

(d) GRANTEE agrees to exercise ail of its rights and duties under the Performance Agreement in a prudent manner to ensure the use of the funds for the intended purposes and objectives and to preserve the rights of the CENTER hereunder and thereunder.

2. Changes in the Project.

(a) If changes or extra work are requested and authorized in writing by the CENTER, the GRANTEE will be available to fumish, or obtain from others, the services required.

(b) Any work referred to in paragraph 2(a) above shall be the subject of a separate written agreement between the CENTER and the GRANTEE stating the costs and schedule for completing said extra work.

(c) The GRANTEE shall immediately notify the CENTER of any change in conditions or local law, or any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this paragraph.

3. Term of Agreement. The effective period of this Agreement shall commence on **8/31/2011** and shall terminate on **8/31/2013** unless sooner terminated under Paragraph 11 (the "Termination Date").

4. Funding.

(a) The CENTER grants to the GRANTEE an amount not to exceed

544,843.00, for expenditures relating to the Project. The GRANTEE hereby represents and warrants that all such sums as may be awarded under this grant shall be utilized exclusively for the purpose of the Project.

(b) In the event the GRANTEE breaches any of the covenants or agreements contained in this Paragraph 4, or if any of the representations and warranties of Paragraph 14 are untrue as to a material fact, the GRANTEE agrees to repay to the CENTER the full amount of sums awarded under this Agreement.

5. Independent Status of the GRANTEE.

(a) It is agreed between the parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between the CENTER and the GRANTEE. It is further agreed that except for the rights expressly granted to the CENTER in this Agreement, it shall not have any proprietary rights in the Project.

(b) The parties acknowledge that the GRANTEE is an independent entity. The GRANTEE shall not represent itself as an employee of the CENTER nor is the Agreement intended to be construed so as to make the GRANTEE an employee of the CENTER. The GRANTEE shall not have the ability to bind the CENTER to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. The GRANTEE shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. The GRANTEE shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by the GRANTEE are its sole responsibility, and the CENTER shall not be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. The sums awarded under this agreement shall be paid to the GRANTEE in accordance With the Schedule of Payments attached hereto as Exhibit B. Each payment set forth in Exhibit B will be paid within twenty (20) days after receipt of a written request for payment from the GRANTEE, which request shall certify that GRANTEE has performed the required work under this Agreement and that it is entitled to receive the amount so requested.
7. Obligation of Funds. Funds provided by the CENTER may not be obligated by (" the GRANTEE prior to the effective date or subsequent to the termination date of this Agreement. All obligations outstanding as of the termination date shall be liquidated within thirty days. Prior approval shall not be required for changes, which affect the approved budget unless a budget category is exceeded by' ten (10) percent or \$500.00, whichever IS greater. Any changes in the approved budget, which would result in the addition or deletion of a budget category, shall require prior approval from the CENTER.
8. Reports.
  - (a) The GRANTEE will furnish the CENTER with detailed written progress reports on a quarterly basis or other periods specified in Exhibit C.
  - (b) The reports referred to in paragraph 8(a) above should describe the progress made by the GRANTEE toward achieving the purpose(s) for which the funds were awarded. This should include the successes and problems encountered during the reporting period.
  - (c) Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until the CENTER is in receipt of the delinquent report.
  - (d) All funds awarded to the GRANTEE under this Agreement are appropriated by the North Carolina General Assembly. Accordingly, the GRANTEE acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of funding received by

GRANTEE, and are subject to change from time to time. Upon completion, the GRANTEE agrees to forward to the CENTER one copy of any audited financial statements and accompanying reports generated covering the period that the GRANTEE has an active award contract with the CENTER. In addition to the audit and reporting requirements mandated by the State of North Carolina, the GRANTEE agrees to comply with any requests made by the CENTER from time to time for other financial and organizational materials to permit the CENTER to comply with its fiscal monitoring responsibilities.

(e) The GRANTEE agrees that within thirty (30) days after the termination of this Agreement, a Final Report shall be submitted to the CENTER, which describes the activities and accomplishments of the Project. The Final Report will include a review of performance and activities over the entire project period and will include a one-page program summary, which the CENTER can use for future publication. In that brief summary, the GRANTEE should describe the project, how it is implemented, to what degree the established project objectives were met and the difficulties encountered, what the project changed, and its cost. In addition to accounting for the use of the Project funds during the current fiscal year, the GRANTEE will submit a detailed final financial report by category (i.e., salaries, materials, equipment, etc.) showing all expenditures during the entire Project period and reports the source and amount of all other funds used to support the project.

(f) The CENTER may request from the GRANTEE certain information, which will assist the CENTER with evaluation of the short- and long-range impact of its programs. The GRANTEE recognizes that such request may occur after the termination of this Agreement and agrees, to the extent possible, to provide such information to the CENTER.

9. Project Records.

(a) The GRANTEE shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner as to clearly

identify and document the expenditure of the CENTER funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

(b) The GRANTEE shall retain all financial records supporting documents, and all other pertinent records related to the Project for a period of five years from the date of termination of this Agreement. In the event such records are audited, all project records shall be retained beyond the three-year period until any and all audit findings have been resolved.

(c) The GRANTEE agrees to make available to the CENTER, or its designated representative, all of its records which relate to the Project, and agrees to allow the CENTER or said representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the CENTER or said representative may deem necessary.

## 10 Publications.

(a) At the request of the CENTER, any reports, data, or other information given to, prepared or assembled by the GRANTEE under the Agreement must contain the following acknowledgment and disclaimer statement: This material is based upon work supported in whole or part by the Rural Economic Development Center." All materials must also contain the following statement: "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views and policies of the Rural Economic Development Center."

(b) Except as provided in paragraph 10(a) above, the GRANTEE may publish or arrange for the publication of scientific and technical information resulting from work carried out under this Agreement.

(c) Upon publication of materials resulting from the work of the project, the GRANTEE shall furnish a minimum of two copies of reprints to the CENTER.

11. Termination: Availability of Funds.

(a) If the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any' of the covenants or stipulations of this Agreement, the CENTER shall thereupon have the right to terminate this Agreement by giving written notice to the GRANTEE of such termination and by specifying the effective date of termination. In such event, the CENTER shall have no responsibility to make additional payments under this contract after the date of termination. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the date of termination and the GRANTEE shall repay all unspent grant funds upon the demand of the CENTER.

(b) It is understood that the CENTER'S obligation to pay any amounts under this Agreement is contingent upon the availability and continuation of funds for such purpose. In the event that funds for this Project become unavailable, the CENTER may terminate this Agreement upon thirty (30) days written notice to the GRANTEE. All obligations of the CENTER to make payments under this Agreement shall cease as of the Termination Date.

12. Liabilities and Loss. The CENTER assumes no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages or loss, or with respect to any claims arising out of any activities undertaken by the GRANTEE under this Agreement whether with respect to persons or property of the GRANTEE, or third parties. The GRANTEE agrees to obtain Insurance or otherwise protect itself or others as it may deem desirable. Further, the GRANTEE agrees to indemnify, defend and save harmless the CENTER and its officers, agents and employees against any liability, including costs and expenses and attorneys' fees, for the GRANTEE'S violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction delivery performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. The GRANTEE also further agrees to indemnify, defend and save harmless the CENTER and its officers, agents and employees from any and all claims and losses accruing or



resulting to any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the GRANTEE or its agents in the performance of the Project and this Agreement.

13. Entire Agreement. This agreement supersedes all prior agreements between the CENTER and the GRANTEE, and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both the GRANTEE and the CENTER.
14. GRANTEE Representations and Warranties. The GRANTEE hereby represents and warrants that:
  - (a) The GRANTEE is a unit of local government located in one of the state's 85 rural counties or an economically distressed urban county designated as Tier I, 2, or 3 by the North Carolina Department of Commerce.
  - (b) The execution and delivery of this Agreement have been duly authorized by all necessary GRANTEE action and are not in contravention of law nor in contravention of the provisions of any indenture agreement or undertaking to which it is a party or by which it is bound.
  - (c) There is no action suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the GRANTEE'S knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the GRANTEE'S ability to discharge its obligations under this Agreement. If it is subsequently found that an action, suit, proceeding & or investigation did or could threaten or affect the development of the Project, the GRANTEE shall be liable to the CENTER for repayment of the entire amount of the grant and this Agreement may be terminated by the CENTER effective upon notice.

(d) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the GRANTEE or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The GRANTEE shall provide the CENTER with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.

(e) The GRANTEE is solvent.

15. Special Provisions and Conditions.

(a) Nondiscrimination. The GRANTEE agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

(b) Conflict of Interest. The GRANTEE certifies that to the best of its knowledge no GRANTEE employee or officer of the GRANTEE has any pecuniary interest in the business of the CENTER or of the Agreement, and that no person associated with the GRANTEE has any interest that would conflict in any manner With the performance of the Agreement.

(c) Compliance with Laws. The GRANTEE shall at all times observe and comply with all laws, ordinances, and regulation of the State, Federal and Local governments which may in any manner affect the performance of the Agreement.

(d) Non-Assignability. The GRANTEE shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the CENTER; provided, however, that claims for money due to the GRANTEE from the CENTER under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

(e) Personnel. The GRANTEE represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of the CENTER. Such personnel shall be fully

qualified and shall be authorized under state and local law to perform such services.

16. Event of Default by Company. In the event of a default by the Company which is engaged to create the jobs contemplated by this agreement, the GRANTEE shall not be required to repay the funds from the GRANTEE'S governmental funds, but will take any means necessary, including litigation if required, to recoup the funds from the Company.
17. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the CENTER,                      Attn: Melody Adams  
     Rural Economic Development Center, Inc.  
     4021 Carya Drive  
     Raleigh, NC 27610

If to the GRANTEE: Attn: Nathan A. Miller  
     Watauga County  
     814 West King Street, Ste 205  
     Boone, NC 28607

or addressed to such other address or to the attention of such other individual as the CENTER or the GRANTEE shall have specified in a notice delivered pursuant to this subsection.

18. Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.
19. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina.

20. Acceptance. If you agree to the grant conditions as stated, please return the original contract with your signature in the space provided. This grant may be withdrawn if your acceptance has not been received by the Rural Center within one month from the date the contract is received.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Watauga County

ATTEST:

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

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

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

Rural Economic Development Center, Inc.

ATTEST:

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

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

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

**AGENDA ITEM 12:**

**FINANCE MATTERS**

***A. Juvenile Crime Prevention Council (JCPC) Program Budget Changes***

**MANAGER'S COMMENTS:**

Ms. Margaret Pierce, Finance Director, will present a revised funding allocation for the Juvenile Crime Prevention Council (JCPC) Program Budget. The Program was reduced by \$3,115 thus reducing the County's local match by \$935. The JCPC Board has recommended that the temporary shelter program with Barium Springs be reduced by \$4,050 to offset the loss in funds.

Board approval is requested.



## WATAUGA COUNTY FINANCE OFFICE

---

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

### MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Margaret Pierce, Finance Director

**SUBJECT:** JCPC Program Budget Changes

**DATE:** October 27, 2011

Attached please find a revised Juvenile Crime Prevention Council 2011-12 Funding Allocation form. Due to recent budget reductions by the NC DJJDP, funding for the Watauga County JCPC has been reduced by \$3,115. The County JCPC Board recommends a reduction in funding to the temporary shelter program with Barium Springs. The County match will also be reduced by \$935 for a total program cut of \$4,050.

Board approval of the revised Funding Allocation is requested.

## Watauga County 2011-2012

### Department of Juvenile Justice and Delinquency Prevention County Funding Allocation

Available Funds:    \$ \$111,170      Local Match:    \$ \$33,230      Rate:    30%

A **Program Agreement Form** for each program listed below is included as an attachment to the Community Prevention and Intervention Plan.

#	Program Provider	DJJDP Funding	LOCAL FUNDING			OTHER	Total	% Non-DJJDP Program Revenues
			Local Cash County	Local Cash Other	Local In Kind	State/Federal		
1	JCPC Administrative Funds	\$400					\$400	0%
2	Juvenile Mediation	\$11,400	\$3,420				\$14,820	23%
3	Project Challenge	\$35,653	\$10,696				\$46,349	23%
4	Rainbow Center/Barium Springs	\$21,439	\$6,431				\$27,870	23%
5	Youth Resource Center	\$42,278	\$12,683				\$54,961	23%
6							\$0	#DIV/0!
7							\$0	#DIV/0!
8							\$0	#DIV/0!
9							\$0	#DIV/0!
10							\$0	#DIV/0!
	<b>TOTALS:</b>	\$111,170	\$33,230	\$0	\$0	\$0	\$144,400	23%
	Unallocated Funds	\$0						

The above plan was derived through a planning process by the Watauga County  
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2011-2012.

\_\_\_\_\_  
Chairperson, Juvenile Crime Prevention Council      (Date)

\_\_\_\_\_  
Chairperson, Board of County Commissioners      (Date)

Blank Page



**AGENDA ITEM 12:**

**FINANCE MATTERS**

***B. Budget Amendments***

**MANAGER'S COMMENTS:**

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

Board approval is requested.



# WATAUGA COUNTY

## FINANCE OFFICE

---

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

### MEMORANDUM

TO: Deron Geouque, County Manager  
FROM: Margaret Pierce, Finance Director  
SUBJECT: Budget Amendments-FY 2011/12  
DATE: November 1, 2011

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

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103991-399100	Fund Balance Appropriation	\$477,600	
104199-469300	Loan to New River Service Authority		\$477,600

Per Board action 10-13-11, to recognize and appropriate loan amount available to New River Service Authority based on Deed of Trust and Promissory Note.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103991-399103	Fund Balance Reg of Deeds	\$37,250	
104180-469500	Contracted Services		\$37,250

Per Board action 10-18-11, to appropriate funds from the Register of Deeds Automation and Enhancement Fund for software changes and compliance with indexing standards.

**AGENDA ITEM 13:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Proposed Lease with Daymark Recovery Services*****MANAGER'S COMMENTS:**

Effective October 31, 2011, the New River Service Authority (NRSA) will cease providing mental health services. Smoky Mountain, the County's Local Management Entity, has selected Daymark Recovery Services to replace New River as the mental health service provider. NRSA currently leases 13,775 square feet (see enclosed map) of space at the County's Human Services Building. In an effort to reduce and minimize any disruption in services, the plan is for Daymark to lease the space vacated by NRSA. Daymark has indicated a willingness to pay fair market value for the space and all maintenance and utilities costs. According to the tax department, \$10-12 per square foot is a reasonable amount for office space. However, due to the short transition period and Smoky Mountain not being able to provide startup costs, Daymark is unable to pay market value during this time frame. Any funds used for lease payments may impact the level of mental health services.

Daymark would occupy approximately 39% of the total square footage at the Human Services Building. A lease at the rate of \$5 per square foot per year with the term to start November 1, 2011 and expire on June 30, 2012 has been discussed. Upon expiration, the terms could be renegotiated to reflect fair market prices. Current building operating expenses including janitorial services are \$190,317 (attachment enclosed) and Daymark's share, based on the 39%, would be \$74,224.

A proposed lease is being reviewed and prepared by the County Attorney and will be distributed at the time of the meeting. Staff requests direction from the Board.

Blank Page

**AGENDA ITEM 13:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***B. Discussion of December 2011 and January 2012 Meeting Schedules***

**MANAGER'S COMMENTS:**

Historically, the Board has canceled the second meeting in December due to the holiday schedule. However, this year the holiday schedule impacts the preparation of the agenda packets for the January 3, 2012, meeting. The following is the current meeting schedule:

December 6, 2011 @ 8:00 AM  
December 20, 2011 @ 5:00 PM  
January 3, 2012 @ 8:00 AM  
January 17, 2012 @ 5:00 PM

Staff would recommend the Board cancel the January 3, 2012, meeting in order to allow for appropriate time for submittal of agenda information and packet preparation.

Board direction is requested.

Blank Page

**AGENDA ITEM 13:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Boards & Commissions*****MANAGER'S COMMENTS:**

The terms of County Board of Adjustment members Bill Ragan, Baxter Palmer, and Lyle Schoenfeldt will expire in November 2011. NC General Statute 153A-345(a) requires that if a county has zoning in effect in less than the entire jurisdiction, a resident of each of the zoned areas shall be appointed by the Board of Commissioners. Bill Ragan, a regular member, lives in the Howard's Creek Watershed, and is willing to be reappointed. Baxter Palmer, an alternate member, lives in Foscoe, and is willing to be reappointed. Lyle Schoenfeldt, a regular member, was the Valle Crucis Historic District representative, but no longer resides in that area; therefore, he is not eligible for reappointment as the Historic District's representative. Appeals for interested parties willing to serve were mailed and published on the County's website. Ms. Diana Mast White and Mr. Jason Connelly, residents of the Valle Crucis Historic District have expressed interest in serving. Their volunteer applications are included for your review.

These are second readings and, therefore, action may be taken if so desired.

**Anita.Fogle**

---

**From:** Joe Furman  
**Sent:** Monday, October 10, 2011 8:59 AM  
**To:** Deron.Geouque  
**Cc:** Anita.Fogle  
**Subject:** County Board of Adjustment

Deron,

The County Board of Adjustment consists of five (5) members and one (1) alternate. Terms expire each November. Three (3) are expiring in 2011 – those of Bill Ragan, Baxter Palmer, and Lyle Schoenfeldt are expiring. NC General Statute 153A-345(a) requires that if a County has zoning in effect in less-than the entire jurisdiction, a resident of each of the zoned areas shall be appointed by the Board of Commissioners. Bill Ragan lives in the Howard's Creek Watershed, and is willing to be reappointed. Baxter Palmer, the alternate member, lives in Foscoe, and is willing to be reappointed. Lyle Schoenfeldt was the Valle Crucis Historic District representative, but no longer lives there, so must be replaced. We mailed out and published on the County's web site an appeal for interested parties, and were contacted by two (2) residents of the Historic District who are interested in being appointed to the Board of Adjustment: Ms. Diana Mast White and Mr. Jason Connelly. I expect to receive Volunteer Applications from both. Board of Adjustment terms are three (3) years. Thanks.

Joe

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

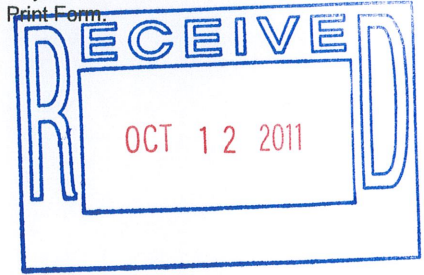


Volunteer Application  
Watauga County Boards And Commissions

110111 BCC Meeting

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: Diana Mast White

Home Address: PO Box 786

City: Valle Crucis

Zip: 28691

Telephone: (H) 828-963-6528

(W) \_\_\_\_\_

(Fax) \_\_\_\_\_

Email: dmastwhite@yahoo.com

Place of Employment: Mast Store

Job Title: Part time postal clerk

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 type="radio"/> Boone        |

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

- |  |   |
|--|---|
| <input type="radio"/> Foscoe-Grandfather Community   | <input checked="" 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

- Male  
 Female

Ethnic Background

- African American       Hispanic  
 Caucasian                 Other  
 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:

I was a Deputy Labor Commissioner for the State of California for 6 years in the 1970's and 1980's. Before that I was a Field Representative for a Human Relations Commission in California. I also have worked as an administrative assistant at Hewlett Packard. My first job in 1964 was with the Defense Department at Ft. Meade, Maryland.

Volunteer  
Experience:

I have served on the Board of the Hunger Coalition in Boone. I was chairman of the Valle Country Fair for two years in Valle Crucis and served on the Vestry of St. Mary's Episcopal Church in Blowing Rock. I am currently on the Board of the Valle Crucis Conference Center.

Other  
Experience:

Other  
Comments:

Signature:

*Diane Mast White*

Date:

10/7/11

## 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: Jason Henry Connelly

Home Address: 4556 NC Hwy 194 S

City: Banner Elk Zip: 28604

Telephone: (H) 828.963.5369 (W) 828.406.1539 (Fax) \_\_\_\_\_

Email: jason.connelly@gmail.com

Place of Employment: Self-Employed; DBA Jason Henry Connelly, P.L.S.

Job Title: Land Surveyor

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

- |                                     |                                    |  |
|-------------------------------------|------------------------------------|--|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork   | <input checked="" 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 type="radio"/> Boone              |

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

- |  |   |
|--|---|
| <input type="radio"/> Foscoe-Grandfather Community   | <input checked="" 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"/> Hispanic  |
| <input 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.
2.
3.

Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

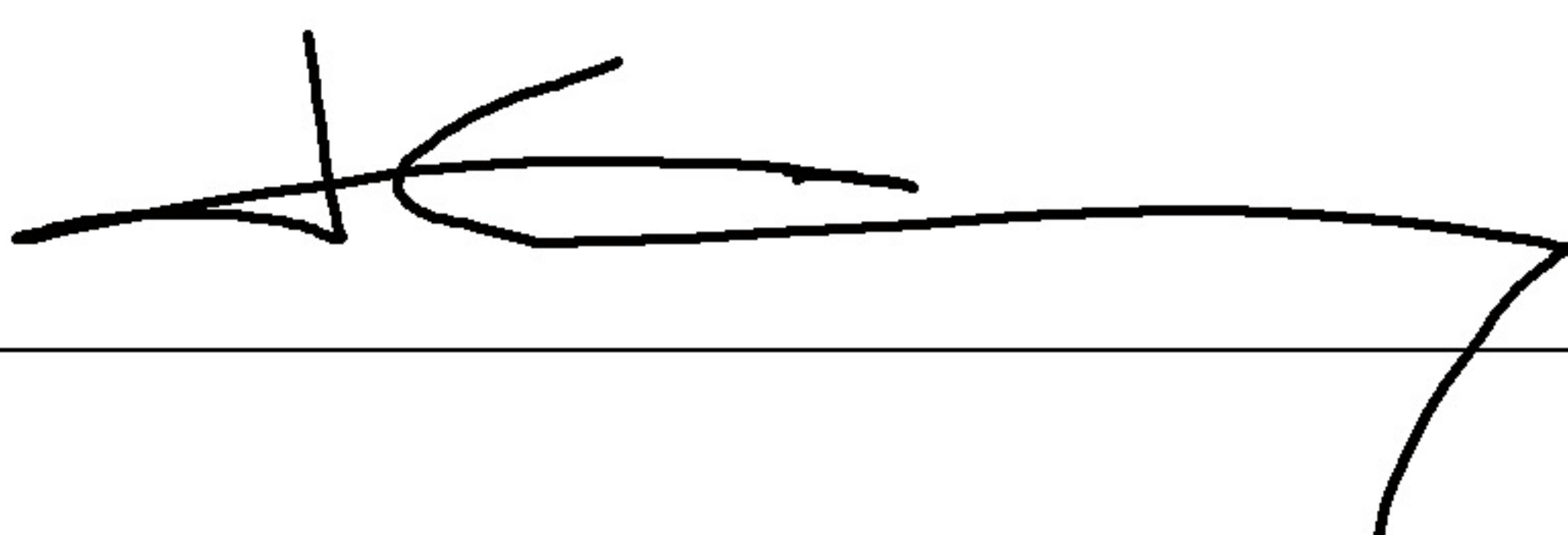
Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work  
Experience:

Volunteer  
Experience:

Other  
Experience:

Other  
Comments:

Signature: 

Date: 10/13/11

**AGENDA ITEM 13:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*D. Announcements*

**MANAGER’S COMMENTS:**

The 56th Annual Farm-City Banquet will be held on Thursday, November 3, 2011 at 6:00 P.M. at the Boone United Methodist Church. The theme for this year’s banquet is “High Country Grown.” A local foods dinner will be served, followed by recognition of individuals for their contributions and support of our local agricultural economy.

The Annual County Christmas Luncheon will be held at Dan’l Boone Inn on Tuesday, December 13, 2011, from 12:00 to 2:00 P.M.

Blank Page

**AGENDA ITEM 14:**

**PUBLIC COMMENT**

**MANAGER'S COMMENTS:**

Time has been reserved to allow citizen comment to address the Board for any area of interest or concern.

**AGENDA ITEM 15:**

**BREAK**

**AGENDA ITEM 16:**

**CLOSED SESSION**

**MANAGER'S COMMENTS:**

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