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

### TUESDAY, APRIL 4, 2017 8:30 A.M.

### WATAUGA COUNTY ADMINISTRATION BUILDING COMMISSIONERS' BOARD ROOM

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: March 21, 2017, Regular Meeting March 21, 2017, Closed Session		1
	3	APPROVAL OF THE APRIL 4, 2017, AGENDA		9
8:35	4	LOTTERY FUNDS REQUEST	MS. LY MARZE	11
8:40	5	PROPOSED PROCLAMATION ESTABLISHING GREENING MY PLATE MONTH	MR. BILL MORETZ	13
8:45	6	PROPOSED PROCLAMATION DESIGNATING APRIL 2017 AS "SEXUAL ASSAULT AWARENESS MONTH"	MS. KELSI BUTLER	15
8:50	7	PROPOSED PROCLAMATION DESIGNATING APRIL 8, 2017, AS WATAUGA COUNTY FAMILY S.T.E.A.M. LEARNING DAY	MS. KATHY PARHAM	17
8:55	8	PRESENTATION OF WATAUGA COUNTY COMMUNITY CHILD PROTECTION TEAM'S (CCPT) ANNUAL REPORT AND APPOINTMENT OF MEMBERS FOR 2017	Ms. GAIL HAWKINSON	21
9:00	9	BLUE RIDGE WOMEN IN AGRICULTURE REQUEST FOR USE OF COUNTY SPACE	MS. CAROL COULTER	27
9:05	10	PROPOSED COMMUNITY PRIDE WEEK PROCLAMATION	MS. PAMELA THOMAS	29
9:10	11	REQUEST TO HOLD A PUBLIC HEARING REGARDING A FOSCOE/GRANDFATHER COMMUNITY ZONING MAP AMENDMENT	MR. JOE FURMAN	33
9:15	12	<ul><li>FINANCE MATTERS</li><li>A. Budget Amendments</li><li>B. Proposed Actuarial Contract for FY 2017 &amp; FY 2018</li></ul>	MS. MARGARET PIERCE	35 37
9:20	13	REPORT ON MAYMEAD BOARD OF ADJUSTMENT APPEAL	MS. ANDREA CAPUA	57
9:25	14	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Boards and Commissions B. Announcements	MR. DERON GEOUQUE	59 61
9:30	15	PUBLIC COMMENT		65
10:30	16	Break		65
10:35	17	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i) Personnel Matters – G. S. 143-318.11(a)(6)		65
10:55	18	POSSIBLE ACTION AFTER CLOSED SESSION		65
11:00	19	Adjourn		

### **AGENDA ITEM 2:**

### **APPROVAL OF MINUTES:**

March 21, 2017, Regular Meeting March 21, 2017, Closed Session

#### MINUTES



### WATAUGA COUNTY BOARD OF COMMISSIONERS TUESDAY, MARCH 21, 2017

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, March 21, 2017, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

Chairman Welch called the meeting to order at 5:30 P.M.

[Clerk's Note: Commissioner Hodges was not present due to a prior commitment.]

Commissioner Yates opened with prayer and Commissioner Turnbow led the Pledge of Allegiance.

### APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the March 7, 2017, regular and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the March 7, 2017, regular meeting minutes as presented.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the March 7, 2017, closed session minutes as presented.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

### APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the March 21, 2017, agenda.

County Manager Geouque requested to add a request for acceptance of the FY 2017 Seniors Health Insurance Information Program/Medicare Improvements for Patients and Providers Act (SHIIP/MIPPA) grant and contract.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the March 21, 2017, agenda as amended.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

### <u>PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS</u> TO THE WATAUGA COUNTY SIGN ORDINANCE

A public hearing was scheduled to receive citizen comment on the recommended changes to the Watauga County Sign Ordinance. The proposed changes were presented by Mr. Joe Furman.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to call the public hearing to order at 5:33 P.M.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

There was no public comment.

Commissioner Yates, seconded by Commissioner Turnbow, moved to close the public hearing at 5:34 P.M.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

Commissioner Yates, seconded by Commissioner Turnbow, moved to adopt the Watauga County Sign Ordinance as presented.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

### VAYA HEALTH FY 2016 AUDIT REPORT

Ms. Jennifer Ternay, Acting Chief Financial Officer, was not able to attend the meeting; however, she did send an overview and list of highlights of the VAYA Health (formerly Smoky Mountain Center) Annual Audited Financial Statements.

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

### **REQUEST FOR USE OF COUNTY SPACE FOR WEEKDAY FARMERS' MARKET**

Ms. Carol Coulter, Executive Director of Blue Ridge Women in Agriculture (BRWIA), and Ms. Julia McIntyre, with the Boone's Winter Farmers' Market, stated that eighteen vendors were turned away from the upcoming Farmer's Market located at the Horn In The West parking lot this spring and summer due to a lack of space. Due to this, several vendors have asked BRWIA for assistance in locating space for an outdoor market.

Ms. Coulter and Ms. McIntyre requested a weekday Farmers Market be allowed on the grassy area close to West King Street at the Human Service parking lot. The Market would operate on Tuesdays beginning at 4:00 P.M. with vendors setting up at 3:00 P.M. They are targeting twenty-five vendors.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to allow a Farmers' Market to be held as requested contingent upon a contract to being drawn by the County Attorney and executed.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

### **COOPERATIVE EXTENSION UPDATE**

Mr. Eddy Labus, Cooperative Extension, gave an update on activities related to field crops and livestock. Mr. Labus also presented a shared equipment lease form, for consideration, to be used when loaning equipment to farmers

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to approve the shared equipment lease form contingent upon the County Attorney's review.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

### **BOARD OF EQUALIZATION AND REVIEW SCHEDULE**

Mr. Larry Warren, Tax Administrator, discussed the scheduling of the 2017 Board of Equalization and Review (E&R). The Board may create a special Board of Equalization and Review that will serve this spring. In previous years, the Board was incorporated to include the County Manager as an alternate member. A proposed resolution was presented for consideration, should the Board wish to have the County Manager serve as an alternate member.

Mr. Warren recommended the convening date for the Board of Equalization and Review of Wednesday, April 19, at 2:30 P.M. in the County Commissioners Conference room. Adjournment of the Board was recommended to be scheduled for Wednesday, April 26, 2017, at 7:00 P.M. in the County Commissioners Conference room. Mr. Warren also presented a list of potential dates for meetings of the Board.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to adopt the resolution establishing the 2017 Board of Equalization and Review (E&R) and setting compensation for members at \$75.00 per meeting and to convene the Board of Equalization and Review on Wednesday, April 19, 2017, at 2:30 P.M. and adjourn on Wednesday, April 26, 2017, at 7:00 P.M.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

### **REQUEST FOR ACCEPTANCE OF THE FY 2017 SHIIP/MIPPA GRANT/CONTRACT**

Ms. Angie Boitnotte, Project on Aging Director, requested the Board accept a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Seniors' Health Insurance Information Program (SHIPP). The grant is in the amount of \$1,792 with no local match required.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to accept the MIPPA grant in the amount of \$1,792 to expand low income subsidy outreach and training for SHIIP coordinators as presented.

> VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

#### MISCELLANEOUS ADMINISTRATIVE MATTERS

### A. Proposed Contract for Public Safety and Emergency Communications Systems Comprehensive Study

County Manager Geouque presented a proposed contract with Dr. Marvin Hoffman for a comprehensive study of public safety and emergency communications systems. Dr. Hoffman has conducted and completed multiple studies and plans for the County. The County has been satisfied with Mr. Hoffman and his work product. The contract is for \$18,000 with additional funds available for charges for travel as authorized, with prior approval, from the County Manager. The reimbursement rate for the additional travel will follow the County per diem rates. The County Attorney has reviewed and approved the contract.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to accept the contract with Mr. Marvin Hoffman in the amount of \$18,000 as well as additional charges for travel which would be approved by the County Manager and would follow the County policy regarding per diems.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

### B. Proposed Proclamation Naming April 1, 2017, As Watauga County Seed Library Day

County Manager Geouque stated that the Library requested the Board proclaim April 1, 2017, as Watauga County Seed Library Day. The Library, along with the Blue Ridge Women in Agriculture (BRWIA), is beginning a seed bank and April 1 will be the kick off date. There will be activities and a ribbon cutting to celebrate the occasion. Mr. Dave Walker, with BRWIA, stated that the seeds would be donated and there would also be cooking and growing classes associated with the program.

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

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

#### C. Out-of-State Travel Requests

#### Sheriff's Office

County Manager Geouque stated that Sheriff Hagaman requested approval for Detective Patrick Anderson to attend the NADDI and NPLEX leadership conference in Savannah, Georgia, June 5, 2017, through June 8, 2017. Costs incurred to the County will be registration, lodging, meals, fuel, and personnel time. County policy requires all out-of-state travel to be approved by the Board.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve out-of-state travel for Detective Patrick Anderson as presented.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

#### Parks & Recreation

Ms. Keron Poteat, Recreation Specialist II, requested approval for herself and Mr. Paul Krause, Assistant Athletic Director, to travel to Abingdon, Virginia. The purpose of the trip is to serve the older adult population in providing transportation and assistance to attend a play and lunch.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve out-of-state travel for Ms. Keron Poteat and Mr. Paul Krause as presented.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

### D. Boards and Commissions

County Manager Geouque presented the following Boards and Commissions considerations:

CCC&TI

The Caldwell Community College and Technical Institute (CCC&TI) Board of Trustees recommends the reappointment of Mr. Lowell Younce to the Board. His term expires June 30, 2017.

Commissioner Turnbow, seconded by Commissioner Yates, moved to reappoint Mr. Lowell Younce to the Caldwell Community College and Technical Institute (CCC&TI) Board of Trustees.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

#### Watauga County Housing Trust

The terms of some of the organizations, appointed to the Watauga Community Housing Trust (WCHT), need to be renewed. The Commissioners appoint organizations to the Board; the organizations designate individuals to serve. Terms to be renewed are:

High Country Association of Realtors – 2 years ASU – 2 years Northwestern Regional Housing Authority – 2 years Board of Education – 2 years High Country Home Builders Association – 1 year WAMY – 2 years

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second readings and reappoint the organizations as presented.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

#### Adult Care Home Community Advisory Committee

Stevie John, Regional Ombudsman with High Country Council of Governments' Area Agency on Aging, requests that Ms. Angelina Greene be reappointed to the Watauga County Adult Care Home Community Advisory Committee for three-year terms.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to waive the second reading and reappoint Ms. Angelina Greene to the Watauga County Adult Care Home Community Advisory Committee for a three-year term.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

Several volunteer applications were included for various Boards and Commissions.

#### E. Announcements

County Manager Geouque announced the following:

- The Boone Area Outdoor Recreation Summit will be held, Thursday, April 6, 2017, at Harvest House located at 247 Boone Heights Drive. A Social will be held from 5:00 P.M. 6:00 P.M. and the Program will be held from 6:00 P.M. 8:30 P.M.
- A State of the Child Forum with the themes of Childhood Trauma and Trauma Informed Communities is scheduled for Friday May 5, 2017, from 8:00 P.M. until 4:30 P.M. at Boone United Methodist Church. The opening Keynote Speaker will be Dr. George "Tripp" Ake, a licensed psychologist who specializes in trauma and trauma treatment.

### PUBLIC COMMENT

Mr. David Sengel shared comments regarding the Maymead Asphalt Plant Board of Adjustment appeal and requested the County explore options in joining the appeal.

### **CLOSED SESSION**

At 6:08 P.M., Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to resume the open meeting at 7:22 P.M.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates) Nay-0 Absent-1(Hodges)

### ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to adjourn the meeting at 7:22 P.M.

John Welch, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

### AGENDA ITEM 3:

### APPROVAL OF THE APRIL 4, 2017, AGENDA

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### **AGENDA ITEM 4:**

### LOTTERY FUNDS REQUEST

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

Ly Marze, Watauga County Schools Finance Director, will request funds from the Education Lottery Fund. A total amount of \$60,000 is being requested. The request is a VOIP Phone and Bell System at Bethel School Elementary.

Board action is required to approve the request of \$60,000 from the Public School Building Capital Fund (Lottery Distribution).

### APPLICATION PUBLIC SCHOOL BUILDING CAPITAL FUND NORTH CAROLINA EDUCATION LOTTERY

Approved: \_\_\_\_\_

Date:

County:	Watauga County	Contact Person:	Ly Marze	
LEA:	Watauga County Schools	Title:	Finance Officer	
Address:	PO Box 1790, Boone, NC 28607	Phone:	828-264-7190	

Project Title: Bethel School - VOIP Phone and Bell System

Location: 138 Bethel School Rd, Sugar Grove, NC 28679

Type of Facility: K-8 School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following: (3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. *Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.* 

Short description of Construction Project: Replacement of the school building's phone, intercom, and bell systems

Estimated Costs:		
Purchase of Land	\$	
Planning and Design Services	_	
New Construction		
Additions / Renovations	60,0	00.00
Repair		
Debt Payment / Bond Payment		
TOTAL	_ \$ 60,0	00.00
Estimated Project Beginning Date: May 2017	Est. Project Completion Da	ate: July 2017

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$\_\_\_\_\_\_60,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) E n

(Date) (Date)

(Signature - Chair, Board of Education)

### AGENDA ITEM 5:

### PROPOSED PROCLAMATION ESTABLISHING GREENING MY PLATE MONTH

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

Mr. Bill Moretz will request the Board to proclaim the month of April 2017 as Greening My Plate Month. The purpose of the proclamation is to bring awareness to the benefits of locally grown fruits and vegetables and recognize and celebrate the farmers who provide this produce.

Board action is requested to adopt the proclamation as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA



### Greening My Plate Month Proclamation

**WHEREAS**, purchasing local food supports local farm families and food producers who contribute to our community; and

WHEREAS, fresh, locally produced food is best for the health of our citizens; and

WHEREAS, building a local food system enhances the food security of our community; and

**WHEREAS**, supporting local family farms preserves genetic diversity, important for the future of the human race.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Watauga County Board of Commissioners thereby proclaims the month of April, 2017, as Greening My Plate Month, throughout which spring and our growing season will be celebrated through a variety of community events.

**ADOPTED** this the  $4^{th}$  day of <u>April</u>, <u>2017</u>.



John Welch, Chairman Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

### AGENDA ITEM 6:

### PROPOSED PROCLAMATION DESIGNATING APRIL 2017 AS "SEXUAL ASSAULT AWARENESS MONTH"

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

Ms. Kelsi Butler, Outreach Coordinator for OASIS, will request the Board to proclaim the month of April 2017 as Sexual Assault Awareness Month. The purpose of the proclamation is to prevent sexual violence.

Board action is requested to adopt the proclamation as presented.





### PROCLAMATION

WHEREAS, sexual violence is widespread and impacts every person in the Town of Boone; and

WHEREAS, one in five women and one in seventy-one men will be raped at some point in their lives (Black et al., 2011); and

WHEREAS, OASIS, Inc., the local non-profit serving survivors of domestic and sexual violence, received over 1,900 crisis and information calls from this community in 2016. Additionally, OASIS provided in-person support to nearly 300 adult survivors, 42 of whom were survivors of sexual violence; and

**WHEREAS**, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

**WHEREAS**, when we actively get involved we can prevent sexual violence through increasing education, awareness, and community involvement. It is time for everyone to start conversations, take appropriate action, and support one another to create a safer environment for all; and

WHEREAS, the yearly observance of Sexual Assault Awareness Month focuses on increasing the public's awareness of the issue of sexual violence and the services available to support those impacted, as well as acknowledging the efforts of citizens, service providers, governmental agencies, and the criminal justice system who work to improve prevention efforts, serve survivors, and hold perpetrators accountable.

**NOW, THEREFORE, BE IT PROCLAIMED,** that the Watauga County Board of Commissioners, joins advocates and communities across the country in taking action to prevent sexual violence. Along with the United States Government and the State of North Carolina, I do hereby proclaim April 2017 as Sexual Assault Awareness Month.

**ADOPTED** this the 4th day of April, 2017.



John Welch, Chairman Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

### AGENDA ITEM 7:

### PROPOSED PROCLAMATION DESIGNATING APRIL 8, 2017, AS WATAUGA COUNTY FAMILY S.T.E.A.M. LEARNING DAY

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

Ms. Kathy Parham, Children's Playhouse Executive Director, will request the Board to proclaim the April 8, 2017 as STEAM Learning Day.

Board action is requested to adopt the proclamation as presented.



March 28, 2017

Dear Chairman Welch and the Watauga County Commissioners,

Please find attached a proposed proclamation celebrating parents and children learning together at our upcoming Playhouse BuildFest, a free community event to be held at Watauga High School on Saturday, April 8<sup>th</sup>.

A featured event of the North Carolina Science Festival, the 4<sup>th</sup> annual Playhouse BuildFest will feature 40 hands-on Science, Technology, Engineering, Art, and Math (STEAM) activities, a fire engine, and a physics show. Last year 1200 people attended this free event which was staffed by over 200 volunteers.

I would like to invite the commissioners to join the festival sponsors in reading this proclamation and opening the event at 10 am on April 8th. The local media will be invited.

Sincerely,

Kathy Pasha

Kathy Parham Executive Director, The Children's Playhouse

STATE OF NORTH CAROLINA



COUNTY OF WATAUGA

### PROCLAMATION Watauga County Family S.T.E.A.M. Learning Day APRIL 8, 2017

**WHEREAS**, the problem-solvers of the future—be they inventors, scientists, engineers, entrepeneurs or artists--are nurtured by opportunities for hands-on play, experimentation, and discovery in childhood.

**WHEREAS**, the mission of The Children's Playhouse is to serve the community by providing children with an enriching, educational play experiences while at the same time offering their parents and caregivers friendly support in the important job of raising children.

**WHEREAS**, Playhouse BuildFest fulfills the Playhouse mission by offering an annual, enormous free celebration of Science, Technology, Engineering, Art, and Math (STEAM) for kids aged 2-12 together with their parents and caregivers.

**WHEREAS**, Playhouse BuildFest is a Festival Favorite and a Kelvin's Choice in the statewide North Carolina Science Festival.

WHEREAS, The Children's Playhouse invites members of the community to visit Playhouse BuildFest at Watauga High School on Saturday, April 8, 2017 from 10:00 A.M. to 2 P.M.

NOW, THEREFORE BE IT PROCLAIMED by the Watauga County Board of Commissioners, that April 8, 2017, be designated as Watauga County Family S.T.E.A.M. Learning Day in Watauga County.

**ADOPTED** this the 4th day of April, 2017.



John Welch, Chairman Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

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### AGENDA ITEM 8:

### PRESENTATION OF WATAUGA COUNTY COMMUNITY CHILD PROTECTION TEAM'S (CCPT) ANNUAL REPORT AND APPOINTMENT OF MEMBERS FOR 2017

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

Ms. Gail Hawkinson will present the annual report for the Watauga County Community Child Protection Team. In addition, Ms. Hawkinson will provide a list of the Team members. The Child Protection Team is tasked with reducing the acts of abuse and violence against children in the County.

Board action is required to approve the annual report along with the member list.

### Watauga County Community Child Protection Team

Watauga County Human Service Building 132 Popular Grove Conn Boone, NC 28607 mailing address: 714 Queen Street Boone, NC 28607

- To: Watauga County Board of Commissioners John Welch, chair Billy Kennedy, vice chair Jimmy Hodges, Larry Turnbow and Perry Yates
- From: Watauga County Community Child Protection Team and Watauga County Child Fatality Prevention Team
- Re: 2016 Annual report for Watauga County Community Child Protection Team and Child Fatality Team
- Date: 4-4-2017

#### Dear Commissioners:

Please accept this report from the Watauga County Child Protection Team and the Watauga County Child Fatality Prevention Team which includes:

Child Fatality Prevention Team report 2016 annual report to the State (highlights) List of current CCPT members that <u>will require approval</u> from the Board of County Commissioners Highlights of the Annual CPT report to the State

Also, included is data from the Watauga DSS Child Protective Services for 2016.

The Community Child Protection Team (CCPT) is one of 100 teams mandated by G.S. 7B 1406. CCPT is a body of dedicated and concerned citizens representing agencies, organizations and the community-atlarge that as a group functions independently to address child protection and reduction of abuse and violence in the county.

The team is responsible for reviewing policies, procedures and practices of our local DSS in order to protect families, to assist the County Director in the protection of children living in the family that is being reviewed, and to evaluate the extent to which the agencies are effectively discharging their obligation to serve children responsibly.

Mr. Billy Kennedy serves as the appointed Commissioner from The CC Board as well as representing a member of the DSS Board. Mr. Kennedy is an active member of both the CCPT and the CFPT and serves as liaison between those teams and this Board.

The Watauga County CCPT reports to the Division of Human Services on findings and recommendations to enhance safety and improve opportunities for children in our community. The Watauga County CFT reports to the State Health Division.

Other missions for the CCPT include, but are not limited to:

- 1. Providing a community endorsed approach to child protection for all children in the community.
- 2. Meet federal and State law requiring case review by a citizen review panel for cases of child maltreatment fatalities. In North Carolina, CCPT is recognized as the citizen review panel (as required by the 1996 amendments to the Child Abuse Prevention and Treatment Act [CAPTA]). Unfortunately, the team will fulfil this requirement for the first time in 2017, as there was a death in 2016 meeting the criteria for child maltreatment fatalities. There have been four child deaths in Watauga County since November 2016 that possibly meet criteria for maltreatment fatalities. Two of those deaths will meet the criteria for a citizen review panel ( CCPT) along with the State DSS Division review. Unfortunately, this increase in maltreatment fatalities is State wide in NC and a major concern and topic of study for our local CCPT/ CFT.
- 3. The CCPT is charged with making identification of gaps in services, need for additional services or resources needed in the community.
- 4. Improve collaboration between agencies that serve families and children.
- 5. Bring for review any case requested by a Team member. The purpose of the review is to identify whether gaps and deficiencies exist with the community child protection system which have impact on the incidence of abuse, neglect or dependency.

The following major contributory factors that led to the maltreatment *based on the cases that were* <u>reviewed</u> in Watauga County CCPT during 2016 were :

Substance abuse involved families, both caretaker and child and including opioid use, domestic violence, parent employment status (un- or under-employed), mental health disorders, lack of child development knowledge and financial problems.

It is worth noting that this data is taken strictly from the selected and small number of cases (5) reviewed by this team and not reflective of overall reporting of abuse/neglect. Please see Watauga County Department of Social Services CPS data for an overview of DSS involved cases.

We are, indeed, fortunate in Watauga County that providers (both non-profits, private partnerships and governmental), agencies, law enforcement, schools and health providers work cooperatively in identifying and attempting to find resources for our children and families. Our team is just one of several collaboratives that meet on a regular basis for the goal of providing support and treatment resources for our families and children. DSS and MH provide for Child Family Teams for individual families. This report also highly commends the agencies represented on CCPT and especially the Juvenile Crime Prevention Council and other community partners for their sponsorship of the annual Watauga County State of the Child Forum and the Back to School Festival. The continued support of this Board of Commissioners is greatly appreciated.

Include in this report to you a list of concerns about problems not specific to any one case reviewed by the team, but which affect all our families in need. The following list outlines important issues for our

local DSS and/or our community helping agencies as they struggle to meet the basic needs of families in our community.

- Substance abuse, including Opioid use, is a major problem, not only for Watauga County but all of North Carolina, as well as the nation. Watauga County has a very active SA Prevention Group in which all the community players work together to combat illegal use of substance. The Lazarus Project continues to work in Watauga county which targets opioid abuse and addiction.
- 2) There is an increase need for foster care (in Watauga as well as NC). A need for leveled placements, as more kids than ever need more therapeutic care once placed in foster care. This is further complicated by the Mental Health Funding reductions to care for this growing population and need of MH case management modals that are not so restrictive in qualifying for payment and that greatly aided DSS need for foster care in previous years.
- 3) Our DSS staff for CPS (as everywhere) is too lean- leading to undue stress for workers and increasing chances of mistakes and the necessary time to properly attend to individual cases.
- 4) Our DSS has to use a rotating intake worker system due to lack of funds for a dedicated intake position. The Team understands that this issue is being addressed by our County Commission this year. Thank you.

The Watauga Child Fatality Prevention Team meets once a quarter as part of the CCPT meeting schedule There were 7 child deaths reviewed by the Team in 2016. Appalachian District Health Department Director, MS Beth Lovette, regularly presents reports to the Commission concerning health issues for families and children in Watauga County. MS LeAnn Martin chairs the Watauga County CFT. The recommendations from the Watauga CFT that generated from the deaths reviewed include:

- 1. Increase education and awareness around motor vehicle safety
- 2. Education re: gun safety
- 3. Screening for depression in children and teens.

Watauga CCPT and CFT team respectfully requests your acceptance and approval of this report as well as approving the membership list.

Please contact me or any member of these teams if you have question or desire more information or questions.

Thank you for your attention and support.

Sincerely,

Gail S Hawkinson, Chair



### AppHealthCare

Appalachian District Health Department www.apphealthcare.com

### Caring for our Community

040417 BCC Meeting Accredited Health Department 2013-2017 Control CAROLING Accredited Department 2013-2017

Child Fatality Prevention Team 2016 Annual Report

North Carolina General Statutes require that local health departments convene a Child Fatality Prevention Team. These teams are responsible for reviewing child deaths in each county, generally one year after the death. These groups seek to identify and reduce preventable child fatalities through:

- systematic, multidisciplinary, and multiagency reviews of child fatalities,
- data-driven recommendations for legislative and public policy initiatives,
- assisting local teams,
- interdisciplinary training, and,
- promotion of community-based prevention education.

In Alleghany County, the team meets every other month in conjunction with the Community Child Protection Team. There were no deaths to review in 2016 in Alleghany County. In Ashe and Watauga Counties, the teams meet every three months, also in conjunction with the Community Child Protection team. In 2016 Watauga County reviewed 7 deaths and no trends were identified. In Ashe County the team reviewed 1 death and there were no trends identified.

Watauga County Child Fatality Prevention Team recommends increasing education and awareness around motor vehicle safety, education around gun safety and increase awareness and screening for depression. Alleghany and Ashe County teams did not make any specific recommendations.

Attached please find excerpts from the North Carolina Child Fatality Task Force. This state-wide task force provides excellent statistics and background for the consideration of public health stakeholders and child advocates.

### Composition of the CCPT as detailed in NC G. S. 7B1407

### 2017-2018

1	County Director of DSS	Tom Hughes
2	Member of the DSS Director's staff	Chad Slagle
3	Local Law Enforcement Officer	Dee Rominger
4	Attorney from Office of the DA	vacant
5	Community Action Agency Director	Robin Triplett (Children's Council)
6	<ul> <li>Superintendent (designee) of school admin.</li> </ul>	Dr. Paul Holden
7	• Mental Health (LME)	Karen Brown
8	• Member of Bd of DSS ( Co. Commission)	Billy Kennedy
9	Guardian ad litem coordinator	McKenzie Kilpatrick
1	<b>0.</b> Local Health Care Provider	Dr. Robert Lonas
11.	Director of Public Health (designee)	LeAnn Martin

### Members at large

<b>1.</b> Chair, retired MH psychologist	Gail Hawkinson
2. OASIS community action agency	Jeannie Futrelle
<b>3.</b> Appalachian HealthCare (AARHC)	Kim Greene
<b>4.</b> Mental Health Provider(Day Mark)	Dr. Murray Hawkinson
5. Watauga County Schools	Megan Langdon

### AGENDA ITEM 9:

### BLUE RIDGE WOMEN IN AGRICULTURE REQUEST FOR USE OF COUNTY SPACE

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

Ms. Carol Coulter, Blue Ridge Women in Agriculture, will request the Board consider allowing her organization to acquire the Board of Elections storage space to expand the food hub operations. If granted the space, Ms. Coulter will apply for an ARC grant in the amount of \$100,000 for up fitting of the space. Should the Board grant Ms. Coulter's request, staff will review alternate storage location for Board of Elections equipment. Additionally, staff would request no further space reallocations be granted for the West Annex Building until the Maintenance Department occupies the Winkler's Creek Facility and a full assessment of storage space can be conducted.

Board action is required to grant Blue Ridge Women in Agriculture's request for additional space in the West Annex Building.

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### **AGENDA ITEM 10:**

### PROPOSED COMMUNITY PRIDE WEEK PROCLAMATION

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

Ms. Pamela Thomas, Recycling Coordinator, will present a proposed proclamation declaring Monday, May 8 through Saturday, May 13, 2017, as Community Pride Week in Watauga County. Hazardous Household Waste Day will be held during the Community Pride Week on Saturday, May 13, 2017 from 8:00 AM to 12:00 PM. The event is conducted each year by Sanitation staff and has proved to be very popular with the County's citizens.

Board action is required to proclaim the week of May 8 through May 13, 2017, as Community Pride Week.

### Watauga County Sanitation Department Recycling Office

# Memo

Veek

This is a request for permission to recognize and hold the annual Community Pride Week on the week of May 8<sup>th</sup> - May 13<sup>th</sup>, 2017. Community Pride Week would be held the same week of our Household Hazardous Waste Day (which will be held on Saturday, May 13<sup>th</sup>, 2017 from 8:00 am-12 pm). Community Pride Week is held with the intention of improving our county's appearance by providing residents with free disposal of appliances, tires, furniture, metal, concrete, asphalt (no asphalt shingles), brick, block, rocks and brush (no stumps).



STATE OF NORTH CAROLINA COUNTY OF WATAUGA

### COMMUNITY PRIDE WEEK PROCLAMATION

May 8<sup>th</sup>- May 13<sup>th</sup>, 2017

- WHEREAS, Watauga County is the beneficiary of an abundance of natural resources, including clean air and water, some of the oldest, most scenic mountains in the world, cascading waterfalls, wildlife, pristine rivers and streams, rolling hills and pastureland; and
- **WHEREAS**, working together to protect and conserve these natural resources is essential to the continued quality of life for the residents of the County; and
- WHEREAS, the May 2017 observance of Community Pride Week provides a unique opportunity for individuals and groups to promote and raise awareness of environmental stewardship by setting goals and taking actions to lessen the negative impact on the environment; and
- WHEREAS, the goal of Community Pride Week is to improve the appearance and character of Watauga County by removing litter and other debris from roadways, waterways and public and private lands; and
- WHEREAS, residents will be allowed to dispose of brush, metal, furniture, appliances, tires, rocks, cement, cement blocks and asphalt at the Watauga County Sanitation Department May 8<sup>th</sup> May 13<sup>th</sup> and dispose of residential household hazardous waste on May 13<sup>th</sup> for no charge. *(This does not apply to commercial haulers or businesses.)*
- **NOW, THEREFORE BE IT PROCLAIMED**, by the Watauga County Board of Commissioners that May 8<sup>th</sup> May 13<sup>th</sup>, 2017, be declared **COMMUNITY PRIDE WEEK** throughout the County and encourage all County residents to work together to ensure the preservation of our natural resources now and for future generations.

ADOPTED this, the \_\_\_\_\_day of \_\_\_\_\_, <u>2017.</u>



ATTEST:

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### AGENDA ITEM 11:

### <u>REQUEST TO HOLD A PUBLIC HEARING REGARDING A FOSCOE/GRANDFATHER</u> COMMUNITY ZONING MAP AMENDMENT

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

Mr. Joe Furman, Planning and Inspections Director, will request the Board schedule a public hearing on April 18, 2017 at 5:30 PM in the Commissioners' Board Room. The purpose of the hearing is to present a Foscoe-Grandfather Community Zoning Map Amendment by FS Holdings, Ltd on a 2.44 acre tract currently zoned Highway Commercial. The request is to rezone the property to Light Industrial.

Board action is required to schedule the public hearing for April 18, 2017 at 5:30 PM in the Commissioners' Board Room.

### PUBLIC HEARING NOTICE

Watauga County Board of Commissioners will hold a public hearing on April 18, 2017, at 5:30 P.M. in the Commissioners' Board Room in the Watauga County Administration Building located at 814 West King Street, Boone, North Carolina, to hear the following case:

Foscoe-Grandfather Community Zoning Map Amendment requested by FS Holdings Ltd., owners of a 2.44 acre tract located at 178/190 Riley Road in Foscoe. The current zoning is Highway Commercial. The requested zoning is Light Industrial.

For details call (828) 265-8043.

JOHN WELCH CHAIRMAN

### **AGENDA ITEM 12:**

### **FINANCE MATTERS**

### A. Budget Amendments

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

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

Board approval is requested.



#### WATAUGA COUNTY

FINANCE OFFICE

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

#### MEMORANDUM

- TO: Deron T. Geouque, County Manager
- **FROM:** Margaret Pierce, Finance Director
- SUBJECT: Budget Amendments FY 2016/17
- **DATE:** March 29, 2017

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

Account #		<b>Description</b>	<u>Debit</u>	<u>Credit</u>
233991	399101	Fund Balance Appropriation		2,000
234310	454000	Capital Outlay - Vehicles	2,000	

Per Board action 3-7-17; to recognize additional funds for a vehicle purchase by the Sheriff's Office. These funds are from the State Substance Abuse Tax Fund.

103300	349909	NC Lottery Funds		127,500
105911	470005	Cafeteria Upgrades	52,500	
105911	470027	Blowing Rock School Drainage Repairs	75,000	

To allocate funds for Lottery projects as requested by the Watauga County Schools and approve by Commisioners and the NC DPI.

103586	332006	Senior Health Insurance Information Program		1,792
105550	449901	SHIIP/MIPPA grant	1,792	

Per Board action 3-21-17; to recognize the acceptance of the Senior Health Insurance Information Program (SHIIP) Medicare Improvements for Patients and Providers Act (MIPPA) grant funds. No County dollars are required as match funds.

#### **AGENDA ITEM 12:**

#### **FINANCE MATTERS**

B. Proposed Actuarial Contracts for FY 2017 & FY 2018

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

Ms. Margaret Pierce will request the Board award two separate contracts to the Segal Company, Inc. for actuarial services. The County is required to perform actuarial studies on Other Post Employment Benefits (OPEB) and the Law Enforcement Special Separation Allowance (LEOSSA) funds. Segal Company will provide actuarial studies in the amount of \$24,500 and \$18,500 respectively, over the next two year audit periods. Adequate funds have been budgeted to cover the expense.

Board action is required to approve the contracts with Segal Company for actuarial services regarding OPEB and LEOSSA funds in the amount of \$43,000 for the next two audit periods.



#### WATAUGA COUNTY FINANCE OFFICE

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

#### **MEMORANDUM**

TO:	Deron T. Geouque, County Manager
FROM:	Margaret Pierce, Finance Director
SUBJECT:	Actuarial Contract for FY 16-17 and 17-18
DATE:	March 29, 2017

Attached please find two contracts for actuarial services from The Segal Company, Inc. Governmental accounting and the State Local Government Commission require actuarial studies be performed on the County's Other Post Employment Benefits (OPEB) funds and the Law Enforcement Special Separation Allowance (LEOSSA) funds. Each contract is for a two year term.

The contract for the OPEB funds is for \$12,000 for Fiscal Year 2016-17 and for \$12,500 for Fiscal Year 2017-18. The contract for the LEOSSA funds is for \$9,000 for Fiscal Year 2016-17 and for \$9,500 for Fiscal Year 2017-18. Funds are available within the current budget for these contracts.

Board approval is requested.

#### SEGAL CONSULTING CONSULTING AGREEMENT

This Agreement between The Segal Company (Eastern States), Inc. ("Segal"), a New York corporation and Watauga County (the "Client") is entered into as of March 21, 2017.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

#### 1. DESCRIPTION OF SERVICES

Segal shall provide to the Client the services described below:

Segal will provide actuarial analysis of the Other Post Employment Benefits (OPEB) provided by the Watauga County Health Care Plan under the Governmental Accounting Standards Board (GASB) Statements Nos. 45, 74 and 75, including:

- Analysis of premium and claims information for current active and retired participants to use as a basis for predicting future retiree costs;
- > Development of per-capita health costs;
- Analysis of active and retired participant data for reasonableness (such data to be provided by the County and/or the North Carolina Local Governmental Employees Retirement System);
- Reliance on the demographic assumptions used by the actuary of the North Carolina Local Governmental Employees Retirement System, with a determination of the gains or losses resulting from the experience of the OPEB Plan participants;
- Review of actuarial assumptions with respect to health care costs and trend rates, in accordance with Actuarial Standards of Practice (ASOP) No. 6: Measuring Retiree Group Benefits Obligations and Determining Retiree Group Benefits Program Periodic Costs or Actuarially Determined Contributions;
- Determination of the Annual Required Contribution (ARC) and Annual OPEB Contribution (AOC) for fiscal 2017 under GASB 45 using the actuarial cost method and amortization methodology used for the most recent disclosure period, and a discount rate determined in accordance with GASB 45;
- > Calculation of the Net OPEB Obligation (NOO) as of June 30, 2017 under GASB 45;
- Calculation of the a blended discount rate based on cash flow projections specific to the OPEB Plan, in accordance with GASB 74 and 75;
- Determination of Total OPEB Liability using the Entry Age Normal funding method and the blended discount rate;

- Calculation of the Net OPEB Liability (NPL) as of June 30, 2016 under GASB 74, and June 30, 2017, under GASB 74 and 75, for reporting in the County's financial statements as of June 30, 2017 and June 30, 2018, respectively, including sensitivity analysis;
- Calculation of the Annual OPEB Expense and Deferred Inflows and Outflows for fiscal 2018;
- A comparison of Actuarially Determined Contributions to actual contributions, under the funding policy of the County for the OPEB Plan; and
- Production of a report providing the accounting disclosure exhibits required by the County for its Comprehensive Annual Financial Report.

#### 2. CHANGES IN SCOPE OF SERVICES

Any worked requested by the Client that is not included above or any revisions of work requested by the Client shall be subject to a written agreement. Prior to performing any services not contemplated in the Proposal, the parties must reach agreement on the terms of the change(s) and signify their agreement in writing. Any such accepted change shall be attached hereto as an Exhibit to this Agreement.

From time to time, the Client may request or Segal may propose in writing future services. If such proposal is accepted by the parties, then such additional services will be governed by the terms and conditions of this Agreement and any such proposal shall be attached hereto as an Exhibit to this Agreement.

#### 3. RESPONSIBILITY OF CLIENT

A. <u>Data Request</u>. The annual actuarial valuation report, any required government filings and any required present value calculations and other reports or analyses of benefit and compensation programs require extensive data from the Client. Segal will prepare a detailed data request outlining what is necessary to perform these services. Segal will also request the financial data required and any other data or information needed to complete its analysis, including a copy of the up-to-date plan provisions and any plan amendments. Data will be requested in a computer format compatible with Segal's computer system and year 2000 compliant (that is, appears in a four-digit year representation, for example 2004, instead of '04).

Upon receipt of the data, Segal will examine it for missing information and internal consistency. There may be additional fees based on hourly time charge rates to convert data not presented in the format requested and for the additional processing time required to reconcile data that contains errors, duplicate records or missing information.

B. <u>Timely Provision of Information</u>. Client will assure that its other professionals and vendors cooperate with Segal and provide the information requested or needed by Segal on a timely basis.

#### 4. PAYMENT TERMS

A. <u>Basic Annual Services</u>. Our annual fee for providing the basic services described herein will be as follows:

OPEB Valuation as of June 30, 2016 for Fiscal Year 2017 GASB 45 and 74 Disclosures	\$12,000
Roll-Forward OPEB Valuation as of June 30, 2016 for Fiscal Year 2018 GASB 74 and 75 Disclosures	\$12,500

The fee for services includes a conference call to present the results of the valuations. If in-person meetings are requested, there will be an additional fee of \$500 per meeting.

Fees will be paid within 30 days of receipt of an invoice.

Routine expenses such as photocopying, telephone calls, facsimiles, mailing costs, and secretarial and word processing services are included in our fees. Unusual or unexpected expenses for the basic services will be discussed with the Client and may be billed separately.

In the event we are required to spend significantly more time than anticipated because of circumstances beyond our control, we will inform you in advance and bill separately for those services.

If this Agreement is terminated or authorized services or projects are suspended, Segal will be reimbursed for all time charges incurred to the date of termination or suspension, up to a maximum of the fee and travel expenses, incurred up to that date.

B. <u>Supplemental and Specialized Consulting Services.</u> Fees for Specialized Consulting Services and Supplemental Services generally will be charged on a time charge basis or, in some instances, may be charged on a project basis. Segal will provide an estimate of such charges before the work is commenced. The time charges shall be based on Segal's time charge rates unless otherwise agreed to. Supplemental and Specialized Consulting Service charges will be billed monthly unless agreed to otherwise.

Projects Outside the Scope

Fees for projects outside the scope of this Agreement will be mutually agreed upon with the Client before beginning work on the project.

#### 5. NON-APPROPRIATION

Funding for this Agreement between the Client and Segal is dependent at all times upon the appropriation of funds by the organization authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.

#### 6. TERM OF AGREEMENT

The term of this Agreement shall commence on March 13, 2017 and continue in effect until December 31, 2018.

#### 7. TERMINATION OF AGREEMENT

Either party may terminate this Agreement on thirty (30) days written notice to the other party. Segal will continue to provide services hereunder to the effective date of any such termination and will cooperate with the Client to provide for an orderly transition of the Services to the Client at the time of any such termination. Notwithstanding the foregoing, in the event that the Client is not current in the payment of Segal's invoices at the time that such notice is given, then Segal may choose not to provide Services during the aforementioned thirty (30) day period. Segal will render final billing to the Client after the date of any such termination, and the Client will pay the same in accordance with Section 4.

#### 8. PROFESSIONAL STANDARDS

All Services will be performed by competent personnel with the care, skill, prudence and diligence under the circumstances that a prudent consultant would use in discharging its services and in accordance with applicable professional standards. If any element of the Services does not conform to the foregoing, Segal will re-perform such element in a manner that does conform, except that if such re-performance is impracticable, Segal will refund the fees allocable to such nonconforming element.

#### 9. CONFIDENTIALITY

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party and not to make any internal use of such material not required or permitted under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party. The information received by a receiving party will only be used by those of its employees, agents and consultants whose duties justify the need for access to the information provided and who have agreed to abide by the obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

- i) Was known to the receiving party prior to receipt under this Agreement as demonstrated by the receiving party's records; or
- ii) Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
- iii) Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or

- iv) Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or agreement obligations under this Agreement; or
- v) Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
- vi) The receiving party is obligated to produce as required by law, lawfully issued subpoena, or court order, provided that the disclosing party has been given notice thereof and if there is sufficient time, an opportunity to waive its rights to seek a protective order or other appropriate remedy.

To the extent that particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this section, shall be controlling.

#### 10. INDEPENDENT CONTRACTOR

Segal is an independent contractor. No provision of this Agreement or act of the parties hereunder pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of the services. No employee or representative of Segal will at any time be deemed to be under the control or authority of the Client, or under the joint control of both parties. Segal is liable for all workers' compensation premiums and liability, and federal, state and local withholding taxes or charges with respect to its employees.

#### 11. SUBCONTRACTORS

Any subcontractors to be utilized on this project will be subject to the Client's approval.

#### 12. NO ASSIGNMENT

This agreement may not be assigned by either of the parties without the written consent of the other party.

#### 13. FORCE MAJEURE

Segal will not be liable for any delay in performance or inability to perform due to force majeure, including without limitation any acts of God, acts or omissions of the Client, major equipment failures, fluctuations or non-availability of electrical power or telecommunications equipment, or other conditions beyond the control of Segal. If Segal's performance is delayed by force majeure, Segal will discuss the situation with the Client and agree upon an extended period for performance. If an event of force majeure continues for more than thirty (30) days, either party may, at its option, terminate this Agreement and any Statements of Work thereunder. Segal will render a final billing to the Client after the date of any such termination, and Client will pay the same in accordance with Section 4.

#### 14. THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties to the Agreement and does not confer any rights or privileges upon any third parties.

#### 15. DISPUTE RESOLUTION

A. <u>Mediation</u>. Any disputes between the parties hereto are subject to mediation in accordance with the Judicial Arbitration and Mediation Service ("JAMS") as a condition precedent to the commencement of any legal proceeding hereunder.

B. <u>Waiver of Jury Trial.</u> Each party hereby waive any right to a trial by jury in any action, suit, or proceeding arising out of this agreement, or any other agreement or transaction between the parties.

C. <u>Notice.</u> In the event that either party believes that the other party has not complied with its obligations hereunder, such party shall send written notice of such non-compliance to the other party. In the event that such other party does not cure such non-compliance within thirty (30) days of the date of such notice, then the party sending notice may avail itself of the terms of Section 15A above.

#### 16. DAMAGES

In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, will Segal, or any of its respective directors, officers, employees or agents, be liable for (i) special, incidental, exemplary, punitive, consequential, or indirect damages, including without limitation lost sales, profits or revenue, or claims for such damages, (ii) any losses or damages connected with, or resulting from any software, hardware, or services provided by Segal or any third party.

#### 17. CONFLICT OF INTEREST

Segal hereby affirms that there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a Conflict of Interest. A Conflict of Interest means that because of other activities or relationships with other persons, Segal or its subcontractor is unable or potentially unable to render impartial assistance or advice to the Client, or Segal's objectivity in performing the agreement work is or might be otherwise impaired.

If an actual or potential Conflict of Interest arises subsequent to the date of this agreement, Segal shall make a full disclosure in writing to the Client of all relevant facts and circumstances. This disclosure shall include a description of actions that Segal has taken and proposes to take to avoid, mitigate, or neutralize the action or potential conflict of interest. Segal will continue performance of work under the agreement until notified by the Client of any contrary action to be taken.

#### 18. NON-DISCRIMINATION

Segal agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth the substance of this clause.

#### 19. AUDIT OF SEGAL'S FEES

Upon reasonable notice and during normal business hours, the Client reserves the right to audit or cause to be audited Segal's books and accounts with respect to fees and expenses under this Agreement at any time during the term of this Agreement and for three years thereafter except for confidential or proprietary information or trade secrets of Segal or any third party.

#### 20. NON-COLLUSION

Segal hereby certifies under the penalties of perjury that Segal's bid upon which this Agreement is based was made and submitted in good faith and without collusion or fraud with any other person and was in all respects bona fide and fair. The word "person" here means and includes any natural person, business, joint venture, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

#### 21. NOTICES

All notices, claims, and approvals given under this Agreement must be in writing and delivered in person, by first class or express mail or facsimile addressed a set forth below or such other address that a party gives by notice. Notice given in accordance with this subsection will be deemed given when received.

Α.	If to the Client:	Mr. Deron Geouque County Manager Watauga County 814 West King Street, Suite 216 Boone, NC 28607
B.	If to Segal:	Daniel J. Rhodes, FSA, MAAA Vice President and Consulting Actuary Segal Consulting 116 Huntington Avenue, 8 <sup>th</sup> Floor Boston, MA 02116
C.	Copy to:	General Counsel Segal Consulting 333 West 34 <sup>th</sup> Street New York, NY 10001-2402

#### 22. AMENDMENT OR MODIFICATION

No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereunder.

#### 23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters.

#### 24. SEVERABILITY

The invalidity, in whole or part, of any provision of this Agreement will not affect the remainder of that provision or this Agreement.

#### 25. BUSINESS ASSOCIATE AGREEMENT

The parties entered into a business associate agreement on March 13, 2017, which shall be annexed hereto as Exhibit A.

#### 26. WAIVER OF DEFAULT

Waiver by a party of any default by the other will not be deemed a waiver of any other default irrespective of whether such default is similar.

#### 26. CONSTRUCTION OF LAWS AND JURISDICTION OF COURTS

This Agreement will be governed in all respects by the laws of North Carolina, without regard to any conflicts of law principle, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law.

#### 27. DULY AUTHORIZED SIGNATURES

For the Client:

The undersigned, Deron Geouque, is County Manager for Watauga County, NC and as such has been duly authorized by the Client to sign this Agreement on behalf thereof.

#### For Segal:

The undersigned, Daniel J. Rhodes, is Vice President and Consulting Actuary of Segal and as such is duly authorized to sign this agreement in behalf thereof, thereby binding Segal to the provisions of this Agreement.

**IN WITNESS THEREOF**, the parties have executed this Agreement as of the date hereinabove set forth.

WATAUGA COUNTY

Date

By: Deron Geouque County Manager

THE SEGAL COMPANY (EASTERN STATES), INC.

Don't J. Ah

March 21, 2017 Date

By: Daniel J. Rhodes, FSA, MAAA Vice President and Consulting Actuary

8513586v1/96020.902

#### SEGAL CONSULTING CONSULTING AGREEMENT

This Agreement between The Segal Company (Eastern States), Inc. ("Segal"), a New York corporation and Watauga County (the "Client") is entered into as of March 21, 2017.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

#### 1. DESCRIPTION OF SERVICES

Segal shall provide to the Client the services described below:

Segal will provide actuarial analysis of the Watauga County Law Enforcement Officers (LEO) Separation Allowance Plan under the Governmental Accounting Standards Board (GASB) Statements Nos. 67 and 68, including:

- Analysis of active and retired participant data for reasonableness (such data to be provided by the County and/or the North Carolina Local Governmental Employees Retirement System);
- Reliance on the demographic assumptions used by the actuary of the North Carolina Local Governmental Employees Retirement System, with a determination of the gains or losses resulting from the experience of the Separation Allowance Plan participants;
- Calculation of the a blended discount rate based on cash flow projections specific to the Separation Allowance Plan, in accordance with GASB 67 and 68;
- Determination of Total Pension Liability using the Entry Age Normal funding method and the blended discount rate;
- Calculation of the Net Pension Liability (NPL) as of June 30, 2016 and June 30, 2017, for reporting in the County's financial statements as of June 30, 2017 and June 30, 2018, respectively, including sensitivity analysis;
- Calculation of the Annual Pension Expense and Deferred Inflows and Outflows for fiscal 2017 and 2018;
- A comparison of Actuarially Determined Contributions to actual contributions, under the funding policy of the County for the Separation Allowance Plan; and
- Production of a report providing the accounting disclosure exhibits required by the County for its Comprehensive Annual Financial Report.

#### 2. CHANGES IN SCOPE OF SERVICES

Any worked requested by the Client that is not included above or any revisions of work requested by the Client shall be subject to a written agreement. Prior to performing any services not contemplated in the Proposal, the parties must reach agreement on the terms of the change(s) and signify their agreement in writing. Any such accepted change shall be attached hereto as an Exhibit to this Agreement.

From time to time, the Client may request or Segal may propose in writing future services. If such proposal is accepted by the parties, then such additional services will be governed by the terms and conditions of this Agreement and any such proposal shall be attached hereto as an Exhibit to this Agreement.

#### 3. RESPONSIBILITY OF CLIENT

A. <u>Data Request</u>. The annual actuarial valuation report, any required government filings and any required present value calculations and other reports or analyses of benefit and compensation programs require extensive data from the Client. Segal will prepare a detailed data request outlining what is necessary to perform these services. Segal will also request the financial data required and any other data or information needed to complete its analysis, including a copy of the up-to-date plan provisions and any plan amendments. Data will be requested in a computer format compatible with Segal's computer system and year 2000 compliant (that is, appears in a four-digit year representation, for example 2004, instead of '04).

Upon receipt of the data, Segal will examine it for missing information and internal consistency. There may be additional fees based on hourly time charge rates to convert data not presented in the format requested and for the additional processing time required to reconcile data that contains errors, duplicate records or missing information.

B. <u>Timely Provision of Information</u>. Client will assure that its other professionals and vendors cooperate with Segal and provide the information requested or needed by Segal on a timely basis.

#### 4. PAYMENT TERMS

A. <u>Basic Annual Services</u>. Our annual fee for providing the basic services described herein will be as follows:

LEO Valuation as of June 30, 2016 for Fiscal Year \$9,000 2017 GASB 67 and 68 Disclosures

Roll-Forward LEO Valuation as of June 30, 2016 for \$9,500 Fiscal Year 2018 GASB 67 and 68 Disclosures

Fees will be paid within 30 days of receipt of an invoice.

Routine expenses such as photocopying, telephone calls, facsimiles, mailing costs, and secretarial and word processing services are included in our fees. Unusual or unexpected expenses for the basic services will be discussed with the Client and may be billed separately.

In the event we are required to spend significantly more time than anticipated because of circumstances beyond our control, we will inform you in advance and bill separately for those services.

If this Agreement is terminated or authorized services or projects are suspended, Segal will be reimbursed for all time charges incurred to the date of termination or suspension, up to a maximum of the fee and travel expenses, incurred up to that date.

B. <u>Supplemental and Specialized Consulting Services.</u> Fees for Specialized Consulting Services and Supplemental Services generally will be charged on a time charge basis or, in some instances, may be charged on a project basis. Segal will provide an estimate of such charges before the work is commenced. The time charges shall be based on Segal's time charge rates unless otherwise agreed to. Supplemental and Specialized Consulting Service charges will be billed monthly unless agreed to otherwise.

#### Projects Outside the Scope

Fees for projects outside the scope of this Agreement will be mutually agreed upon with the Client before beginning work on the project.

#### 5. NON-APPROPRIATION

Funding for this Agreement between the Client and Segal is dependent at all times upon the appropriation of funds by the organization authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.

6. TERM OF AGREEMENT

The term of this Agreement shall commence on March 8, 2017 and continue in effect until December 31, 2018.

#### 7. TERMINATION OF AGREEMENT

Either party may terminate this Agreement on thirty (30) days written notice to the other party. Segal will continue to provide services hereunder to the effective date of any such termination and will cooperate with the Client to provide for an orderly transition of the Services to the Client at the time of any such termination. Notwithstanding the foregoing, in the event that the Client is not current in the payment of Segal's invoices at the time that such notice is given, then Segal may choose not to provide Services during the aforementioned thirty (30) day period. Segal will render final billing to the Client after the date of any such termination, and the Client will pay the same in accordance with Section 4.

#### 8. PROFESSIONAL STANDARDS

All Services will be performed by competent personnel with the care, skill, prudence and diligence under the circumstances that a prudent consultant would use in discharging its services and in accordance with applicable professional standards. If any element of the Services does not conform to the foregoing, Segal will re-perform such element in a manner that does conform, except that if such re-performance is impracticable, Segal will refund the fees allocable to such nonconforming element.

#### 9. CONFIDENTIALITY

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party and not to make any internal use of such material not required or permitted under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party. The information received by a receiving party will only be used by those of its employees, agents and consultants whose duties justify the need for access to the information provided and who have agreed to abide by the obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

- i) Was known to the receiving party prior to receipt under this Agreement as demonstrated by the receiving party's records; or
- ii) Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
- iii) Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or
- iv) Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or agreement obligations under this Agreement; or
- v) Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
- vi) The receiving party is obligated to produce as required by law, lawfully issued subpoena, or court order, provided that the disclosing party has been given notice thereof and if there is sufficient time, an opportunity to waive its rights to seek a protective order or other appropriate remedy.

To the extent that particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this section, shall be controlling.

#### 10. INDEPENDENT CONTRACTOR

Segal is an independent contractor. No provision of this Agreement or act of the parties hereunder pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of the services. No employee or representative of Segal will at any time be deemed to be under the control or authority of the Client, or under the joint control of both parties. Segal is liable for all workers' compensation premiums and liability, and federal, state and local withholding taxes or charges with respect to its employees.

#### 11. SUBCONTRACTORS

Any subcontractors to be utilized on this project will be subject to the Client's approval.

#### 12. NO ASSIGNMENT

This agreement may not be assigned by either of the parties without the written consent of the other party.

#### 13. FORCE MAJEURE

Segal will not be liable for any delay in performance or inability to perform due to force majeure, including without limitation any acts of God, acts or omissions of the Client, major equipment failures, fluctuations or non availability of electrical power or telecommunications equipment, or other conditions beyond the control of Segal. If Segal's performance is delayed by force majeure, Segal will discuss the situation with the Client and agree upon an extended period for performance. If an event of force majeure continues for more than thirty (30) days, either party may, at its option, terminate this Agreement and any Statements of Work thereunder. Segal will render a final billing to the Client after the date of any such termination, and Client will pay the same in accordance with Section 4.

#### 14. THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties to the Agreement and does not confer any rights or privileges upon any third parties.

#### 15. DISPUTE RESOLUTION

A. <u>Mediation</u>. Any disputes between the parties hereto are subject to mediation in accordance with the Judicial Arbitration and Mediation Service ("JAMS") as a condition precedent to the commencement of any legal proceeding hereunder.

B. <u>Waiver of Jury Trial</u>. Each party hereby waive any right to a trial by jury in any action, suit, or proceeding arising out of this agreement, or any other agreement or transaction between the parties.

C. <u>Notice</u>. In the event that either party believes that the other party has not complied with its obligations hereunder, such party shall send written notice of such non-compliance to the other party. In the event that such other party does not cure such non-compliance within thirty (30) days of the date of such notice, then the party sending notice may avail itself of the terms of Section 15A above.

#### 16. DAMAGES

In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, will Segal, or any of its respective directors, officers, employees or agents, be liable for (i) special, incidental, exemplary, punitive, consequential, or indirect damages, including without limitation lost sales, profits or revenue, or claims for such damages, (ii) any losses or damages connected with, or resulting from any software, hardware, or services provided by Segal or any third party.

#### 17. CONFLICT OF INTEREST

Segal hereby affirms that there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a Conflict of Interest. A Conflict of Interest means that because of other activities or relationships with other persons, Segal or its subcontractor is unable or potentially unable to render impartial assistance or advice to the Client, or Segal's objectivity in performing the agreement work is or might be otherwise impaired.

If an actual or potential Conflict of Interest arises subsequent to the date of this agreement, Segal shall make a full disclosure in writing to the Client of all relevant facts and circumstances. This disclosure shall include a description of actions that Segal has taken and proposes to take to avoid, mitigate, or neutralize the action or potential conflict of interest. Segal will continue performance of work under the agreement until notified by the Client of any contrary action to be taken.

#### 18. NON-DISCRIMINATION

Segal agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth the substance of this clause.

#### 19. AUDIT OF SEGAL'S FEES

Upon reasonable notice and during normal business hours, the Client reserves the right to audit or cause to be audited Segal's books and accounts with respect to fees and expenses under this Agreement at any time during the term of this Agreement and for three years thereafter except for confidential or proprietary information or trade secrets of Segal or any third party.

#### 20. NON-COLLUSION

Segal hereby certifies under the penalties of perjury that Segal's bid upon which this Agreement is based was made and submitted in good faith and without collusion or fraud with any other person and was in all respects bona fide and fair. The word "person" here means and includes any natural person, business, joint venture, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

#### 21. TAX COMPLIANCE

Segal hereby certifies, under the penalties of perjury, pursuant to G.L. c. 62C, '49A, that Segal is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes. Segal's tax identification number is 13-1835864.

#### 22. NOTICES

All notices, claims, and approvals given under this Agreement must be in writing and delivered in person, by first class or express mail or facsimile addressed a set forth below or such other address that a party gives by notice. Notice given in accordance with this subsection will be deemed given when received.

A.	If to the Client:	Mr. Deron Geouque County Manager Watauga County 814 West King Street, Suite 216 Boone, NC 28607
В.	If to Segal:	Daniel J. Rhodes, FSA, MAAA Vice President and Consulting Actuary Segal Consulting 116 Huntington Avenue, 8 <sup>th</sup> Floor Boston, MA 02116
C.	Copy to:	General Counsel Segal Consulting 333 W. 34 <sup>th</sup> Street New York, NY 10001-2402

#### 23. AMENDMENT OR MODIFICATION

No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereunder.

#### 24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters.

25. SEVERABILITY

The invalidity, in whole or part, of any provision of this Agreement will not affect the remainder of that provision or this Agreement

26. WAIVER OF DEFAULT

Waiver by a party of any default by the other will not be deemed a waiver of any other default irrespective of whether such default is similar.

#### 27. CONSTRUCTION OF LAWS AND JURISDICTION OF COURTS

This Agreement will be governed in all respects by the laws of North Carolina, without regard to any conflicts of law principle, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law.

#### 28. DULY AUTHORIZED SIGNATURES

For the Client:

The undersigned, Deron Geouque, is County Manager for Watauga County and as such has been duly authorized by the Client to sign this Agreement on behalf thereof.

For Segal:

The undersigned Daniel J. Rhodes is Vice President and Consulting Actuary of Segal and as such is duly authorized to sign this agreement in behalf thereof, thereby binding Segal to the provisions of this Agreement.

\* \* \*

**IN WITNESS THEREOF**, the parties have executed this Agreement as of the date hereinabove set forth.

WATAUGA COUNTY

Date

By: Deron Geouque County Manager

THE SEGAL COMPANY (EASTERN STATES), INC.

and J. Ah

<u>March 21, 2017</u> Date

By: Daniel J. Rhodes, FSA, MAAA Vice President and Consulting Actuary

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#### AGENDA ITEM 13:

#### REPORT ON MAYMEAD BOARD OF ADJUSTMENT APPEAL

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

Ms. Andrea Capua, County Attorney, will provide an update regarding the Maymead Board of Adjustment appeal.

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#### **AGENDA ITEM 14:**

#### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### A. Boards and Commissions

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

#### Jury Commission

Biannually, a Jury Commission is empanelled for a two-year term. Of the three member panel, one member is appointed by the Board of Commissioners. The term of Mr. Jerry Dotson expires June 30, 2017. The new term for the appointment will be July 1, 2017, through June 30, 2019. Clerk of Court Diane Deal has stated that Mr. Dotson is willing to continue to serve if so appointed.

This is a first reading and, therefore, no action is required at this time.

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#### **AGENDA ITEM 14:**

#### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### **B.** Announcements

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

The Boone Area Outdoor Recreation Summit will be held, Thursday, April 6, 2017, at Harvest House located at 247 Boone Heights Drive. A Social will be held from 5:00 P.M. - 6:00 P.M. and the Program will be held from 6:00 P.M. - 8:30 P.M.

You are invited to The Children's Playhouse BuildFest which will be held Saturday, April 8, 2017, from 10:00 A.M. to 2:00 P.M. at Watauga High School.

A State of the Child Forum with the themes of Childhood Trauma and Trauma Informed Communities is scheduled for Friday May 5, 2017, from 8:00 A.M. until 4:30 P.M. at Boone United Methodist Church. The opening Keynote Speaker will be Dr. George "Tripp" Ake, a licensed psychologist who specializes in trauma and trauma treatment. Please see the attached email for more information.

The FY 2018 Proposed Budget will be presented at the May 2, 2017, Board meeting. Budget Work Sessions have been scheduled Thursday, May 4, 2017, from 10:00 A.M. to 5:00 P.M. and Monday, May 8, 2017, from 12:00 P.M. to 7:00 P.M. to review the Proposed Budget.

## IT'S TIME TO CONNECT!

Let's gather at the...

NFA

# **UMIT APRIL 6, 2017**

### HARVEST HOUSE, BOONE

Boone Heights Shopping Center | 247 Boone Heights Dr.

### FREE SOCIAL: 5-6pm

Farm-to-Flame Taco Bar, Recreation Vendors, & Local Non-profits

Sample the new Northern Peaks Trail Craft Beer Series from Appalachian Mountain Brewery, Boondocks, Booneshine, & Lost Province.

### PROGRAM: 6-8:30pm

Learn about the Northern Peaks Trail to connect the downtowns of Boone & West Jefferson.

Get updates on the Middle Fork Greenway, Rocky Knob Park, Pisgah

Mountain Biking and the state of regional tourism.





FOR EVENT INFORMATION, TEXT/CALL ERIC WOOLRIDGE: 828.719.1109

040417 BCC Meeting

### PLAYHOUSE BuildFe

Legos! Cardboard City! Kitchen Chemistry! Forts! 4 🖬 🖬 💼 👞 Digital Printer! Vehicle Races! Physics Show at 1 pm! 🤜 🔳 📷 📻

#### 10 am-2 pm Saturday April 8th @ Watauga High School

- Hands-on activities for Preschool, Grades K-2, & Grades 3-6.
- "Soft Open" from 9-10 am for kids with special needs.
- Lunch & snacks for sale.

### FREE ADMISSION!

Organized by



THE CHILDREN'S PLAYHOUSE goplayhouse.org \* 828-263-0011

Sponsored by Orthodontists and Pediatric Dentists Drs. Mayhew, Scheffler, Conn, & Hardaway, the North Carolina Science Festival, Boone Drug, ECRS, Mast General Store, Harmony Center for Women's Her









#### Anita.Fogle

#### Subject:

FW: State of the Child event in May

From: Christelle Marsh [mailto:marshck@appstate.edu] Sent: Monday, January 30, 2017 10:44 AM To: Deron.Geouque Subject: State of the Child event in May

Dear Watauga County Commissioners,

I would like to make the Watauga County Commissioners aware of an incredible event I am part of organizing in our community. The State of the Child Forum with the themes of Childhood Trauma and Trauma Informed Communities is scheduled for Friday May 5, 2017 from 8:00-4:30 pm at Boone United Methodist Church. We all experience stress, but at what point does stress become toxic stress, impacting brain development in children?

The opening Keynote Speaker will be Dr. George "Tripp" Ake, a licensed psychologist who specializes in trauma and trauma treatment. The rest of the morning will feature speakers from local agencies who will provide details about trauma in our community and existing programs that address trauma prevention, intervention and treatment. Lunch will be provided. The afternoon will include mixed-group brainstorming sessions with trained facilitators. Closing our afternoon will be Tonier Cain, a globally known speaker with a focus on Trauma Informed Care.

This community impact event seeks to bring together all sectors of our community including the medical community, the behavioral health system, law enforcement, media, politicians, juvenile justice, the school system, the Department of Social Services, Appalachian State University, the faith community, and other key stakeholders. Pre-registration is requested and will be available in March. We would love for one of our county commissioners to make plans to join us to learn more about how trauma impacts our children. I am happy to attend one of your meetings open for public comment to share this information. I am also available via email to answer any questions.

Thank you for your time! Christelle K. Marsh <u>marshck@appstate.edu</u> Lead Toddler Teacher Infant/Toddler Room 1 Lucy Brock Child Development Lab Program Appalachian State University ASU Box 32167 Boone, NC 28608 (828) 262-8540 (room)

#### **AGENDA ITEM 15:**

#### PUBLIC COMMENT

#### **AGENDA ITEM 16:**

#### **BREAK**

#### **AGENDA ITEM 17:**

#### **CLOSED SESSION**

Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i) Personnel Matters – G. S. 143-318.11(a)(6)

#### **AGENDA ITEM 18:**

#### **POSSIBLE ACTION AFTER CLOSED SESSION**