

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

**TUESDAY, JANUARY 17, 2012
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: December 20, 2011, Regular Meeting December 20, 2011, Closed Session		1
	3	APPROVAL OF THE JANUARY 17, 2012 AGENDA		9
5:40	4	SHERIFF'S OFFICE VEHICLE BID AWARD REQUEST	CAPTAIN KELLY REDMON	11
5:45	5	USDA'S PROPOSED LEASE REQUEST FOR THE LOCATION OF THE WATAUGA/AVERY COUNTY SERVICE CENTER	MR. CHARLES E. ZINK	13
5:50	6	PRESENTATION OF W.A.M.Y. COMMUNITY ACTION, INC.'S, 2012-2013 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION	MS. JANE LENTZ MS. DEBBIE BOWMAN	91
5:55	7	GREEN VALLEY COMMUNITY PARK REQUEST	MS. JANICE CARROLL	129
6:00	8	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION'S SECONDARY ROAD IMPROVEMENTS PROGRAM FOR FY 2012	MR. MICHAEL POE	131
6:05	9	TOURISM DEVELOPMENT AUTHORITY MATTERS A. Bid Award Requests for Rocky Knob Park 1. Bike Skills Area 2. Playground B. Recreation Trails Program Grant Application Request	MR. ERIC WOOLRIDGE	135 195 215
6:10	10	LANDFILL GAS TO ENERGY PROJECT MATTERS A. PROPOSED INTERCONNECTION AGREEMENT WITH BREMCO B. Proposed Facilities Charge Agreement C. Proposed Baseline Gas Monitoring	MR. BRIAN CRUTCHFIELD MR. BRIAN CRUTCHFIELD MR. BRIAN RAICHLE	251 286 293
6:15	11	PROPOSED GATED COMMUNITY ORDINANCE	MR. JOE FURMAN	295
6:20	12	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. KELVIN BYRD	301 303
6:25	13	FINANCE MATTERS A. BUDGET AMENDMENTS B. RECORDS RETENTION REQUEST	MS. MARGARET PIERCE	339 341
6:30	14	UPDATE ON CONSOLIDATED DISPATCH	VICE-CHAIRMAN GABLE	351

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6:35	15	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
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		B. Boards & Commissions		357
		C. Announcements		364
6:40	16	PUBLIC COMMENT		369
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7:45	18	CLOSED SESSION		369
		Attorney/Client Matters – G. S. 143-318.11(a)(3)		
8:00	19	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF THE MINUTES

December 20, 2011, Regular Meeting

December 20, 2011, Closed Session Meeting

MINUTES

DRAFT

**WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, DECEMBER 20, 2011**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, December 20, 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
Vince Gable, Vice-Chairman
David Blust, Commissioner
Jim Deal, Commissioner
Stacy C. Eggers, IV, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

Chairman Miller called the meeting to order at 5:04 P.M.

[Clerk's Note: Commissioner Tim Futrelle was not in attendance due to a prior commitment.]

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

APPROVAL OF MINUTES

Chairman Miller called for additions and/or corrections to the December 6, 2011, regular and closed session minutes.

Commissioner Deal, seconded by Vice-Chairman Gable, moved to approve the December 6, 2011, regular meeting minutes as presented.

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

By consensus, the Board tabled approval of the December 6, 2011, closed session minutes until after closed session to allow for review of proposed amendments.

APPROVAL OF AGENDA

Chairman Miller called for additions and/or corrections to the December 20, 2011, agenda.

County Manager Geouque requested to add Watauga Medical Center Board of Trustees under Boards and Commissions.

Commissioner Deal, seconded by Vice-Chairman Gable, moved to approve the December 20, 2011, agenda as amended.

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

PRESENTATION OF FISCAL YEAR 2011 AUDIT

Mr. Bryce Holder presented the County's Fiscal Year 2010/2011 audit. Mr. Holder stated that the County's assets exceeded its liabilities by \$110,806,926. The unassigned fund balance was \$11,880,356 representing 25.63% of the total General Fund expenditures while the state average was approximately 25%.

This report was given for information only; therefore, no action was required.

PROPOSED AMERICAN RED CROSS SHELTER AGREEMENT

Mr. Tom Dunn, Mountain Area Emergency Services Manager with the American Red Cross, presented a proposed agreement requesting permission for the Western Watauga Community Center to be designated as an emergency disaster shelter when/if needed.

Commissioner Blust, seconded by Vice-Chairman Gable, moved to approve the agreement with the American Red Cross, contingent upon the County Attorney's review.

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

PLANNING AND INSPECTIONS MATTERS

A. Update Regarding Proposed Acceptance of NC Rural Center Grant

Mr. Joe Furman stated that the County's requests for amendments to the Building Reuse and Restoration Program grant award presented at the October 18, 2011, Board meeting had been denied by the NC Rural Center. However, Rural Center staff assured Mr. Furman that there was no language within the agreement requiring the local governments to repay funds in the event of the recipient's default.

The grant application was originally submitted, per Board approval of 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. Funds were awarded in the amount of \$44,843 and the job requirement was reduced to six positions. The reason for the reduction was that 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. A promissory note was included as a part of the grant agreement.

County Attorney Eggers stated that, according to correspondence from the NC Rural Center, the County should not be responsible for repaying funds in the event of the recipient's default; however, the County would be responsible for attempting to collect funds from the project owner if a default resulted due to the grant stipulations not being met.

Commissioner Deal, seconded by Vice-Chairman Gable, moved to authorize staff to enter into the contract with the NC Rural Center as presented.

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

B. NCDOT Secondary Roads Program Public Hearing Request

Mr. Furman stated that each year the North Carolina Department of Transportation (NCDOT) presented their Secondary Road Improvement Program to the County at a public hearing. The NCDOT requested that a public hearing be scheduled on January 17, 2012.

Commissioner Deal, seconded by Commissioner Blust, moved to schedule a public hearing to allow citizen comment on the North Carolina Department of Transportation's Secondary Road Improvement Program on Tuesday, January 17, 2012, at 6:00 P.M.

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

BUDGET AMENDMENTS

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

Account #	Description	Debit	Credit
103586-332006	Senior Health Insurance Information Pro. (SHIIP) Grant		\$8,803
105550-449901	SHIIP supplies	\$8,803	

The amendment recognized a grant award for Senior Health Insurance Information Program (SHIIP). The award was accepted at the August 2, 2011, regular Board meeting.

Account #	Description	Debit	Credit
103586-332000	Home & Community Care Block Grant (H&CCBG)		\$9,932
105550-429200	POA Program Supplies	\$4,966	
105550-422000	POA Food and Provisions	\$4,966	

The amendment recognized the award of Home and Community Care Block Grant (H&CCBG) funds for an additional allocation received from the High Country Area Agency on Aging. The County match of \$1,103 was present in the Project on Aging's budget. The award was approved at the December 6, 2011, regular Board meeting.

Account #	Description	Debit	Credit
103300-343313	Homeland Security Training Grant		\$1,857
104330-439501	EM Training Grant	\$1,857	

The amendment recognized a grant award for a search and rescue and level 330-400 Incident Command Classes for first responders. No County match was required. The award was approved at the November 15, 2011, regular Board meeting.

Account #	Description	Debit	Credit
103300-345000	E&D Transportation Grant		\$40,359
103300-345001	WorkFirst Transportation Assistance		\$11,822
103300-345002	Rural General Public		\$60,222
104500-469843	AppalCART – RGP	\$60,222	
104500-469844	AppalCART – WorkFirst	\$11,822	
104500-469845	Elderly & Disabled Transportation Assistance	\$1,500	
105550-431301	POA – E&D	\$21,859	
105890-469846	Watauga Opportunities – E&D	\$17,000	
143300-345000	E&D Transportation Grant		\$18,645
145310-469845	E&D Transportation Grant	\$18,645	

The amendment recognized the award of the NC Public Transportation Division FY 2011-12 Rural Operating Assistance Program (ROAP) grant funds.

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

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

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Boards & Commissions

County Manager Geouque stated that the Farmland Preservation Advisory Board requested the reappointment of Mr. Johnny Moretz whose term expired November 2011.

Commissioner Blust, seconded by Vice-Chairman Gable, moved to waive the second reading and reappoint Mr. Johnny Moretz to the Farmland Preservation Advisory Board.

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

County Manager Geouque stated that the Watauga Medical Center Board of Trustees had requested the appointment of Mr. Joe Miller, Mr. Paul Miller, Jr., and Dr. Mark Murrey to serve three-year terms beginning January 2012 and ending December 2014.

Commissioner Deal, seconded by Vice-Chairman Gable, moved to recuse Chairman Miller from this vote as his father, Mr. Paul Miller, Jr., was considered for appointment.

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

Commissioner Deal, seconded by Commissioner Blust, moved to waive the second reading and reappoint Mr. Joe Miller and Mr. Paul Miller, Jr., and appoint Dr. Mark Murrey to serve three-year terms on the Watauga Medical Center Board of Trustees beginning January 1, 2012, and ending December 31, 2014.

VOTE: Aye-3(Gable, Blust, Deal)
Nay-0
Absent-1(Futrelle)
Recused-1(Miller)

B. Announcements

The County Manager announced that the first regular meeting of the Board scheduled in January had been cancelled due to the holiday schedule. Therefore, the only regularly scheduled meeting of the Board of Commissioners in January would be on the 17th at 5:30 P.M.

The County Manager announced that the National Association of Counties' (NACo) 2012 Annual Legislative Conference had been scheduled for March 3-7, 2012, in Washington DC.

PUBLIC COMMENT

There was no public comment.

Chairman Miller wished the citizens of Watauga County a Merry Christmas and Happy New Year on behalf of the Watauga County Board of Commissioners.

CLOSED SESSION

At 5:26 P.M., Commissioner Blust, seconded by Vice-Chairman Gable, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

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

Commissioner Blust, seconded by Vice-Chairman Gable, moved to resume the open meeting at 6:23 P.M.

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

ACTION AFTER CLOSED SESSION

Commissioner Deal, seconded by Vice-Chairman Gable, moved to approve the December 6, 2011, closed session minutes as amended.

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

ADJOURN

Chairman Miller adjourned the meeting at 6:24 P.M.

Nathan A. Miller, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE JANUARY 17, 2012, AGENDA

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AGENDA ITEM 4:

SHERIFF'S OFFICE VEHICLE BID AWARD REQUEST

MANAGER'S COMMENTS:

Captain Redmon will present vehicle bids for three (3) new crew cab 4X4 pickup trucks. A total of four bids were received with Bobby Jones Ford being the lowest responsive bidder at \$91,584 plus \$2,766 for taxes and tags for a total amount of \$94,350. Total budgeted for vehicles was \$90,000. The County realized a savings in the purchase of radios and an administrative budget amendment will be processed to cover the \$4,350 overage.

Board action is requested to accept the low bid from Bobby Jones Ford in the amount of \$91,584.




WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD
BOONE, NORTH CAROLINA 28607
(828) 264-3761 • FAX (828) 263-5345

LEN D. HAGAMAN, JR.
SHERIFF



To: Mr. Deron Geouque- Watauga County Manager
From: Kelly Redmon- Watauga County Sheriff's Office
Thru: Sheriff Len Hagaman 
Ref: Patrol Vehicle Bids

The Watauga County Sheriff's Office solicited sealed bids three new for patrol vehicles.

On January 5th the sealed bids were opened in the County Managers office and read. The following is the result of the bids:

Light-n-up LLC - \$94,269.00 (\$31,423 each)

Boone Ford -\$95,728.00 (\$31,728 each)

Bobby Jones Ford - \$91,584.00 (\$30,528 each)

Mack Brown Chevrolet - \$107,936.01 (\$35,978 each)

We recommend that the bid award goes to the lowest bidder; Bobby Jones Ford. We have purchased vehicles from that company in the past and have been satisfied with their product and delivery.

There is money available in the Sheriff's Budget to pay for the cost of these vehicles. Thank you.

AGENDA ITEM 5:

**USDA’S PROPOSED LEASE REQUEST FOR THE LOCATION OF THE WATAUGA/
AVERY COUNTY SERVICE CENTER**

MANAGER’S COMMENTS:

Mr. Charles Zink, with the Farm Services Administration, will present a lease for office space at the West Annex. The County, in conjunction with the USDA, has been working on this renewal for approximately three (3) plus years. The request is to continue leasing the 1,718 square feet currently occupied by USDA at the existing rate of \$10.00 per square foot, for a total amount of \$17,180 per year. Lease payments are electronically deposited monthly. The term of the lease is 10 years.

The County Attorney has reviewed and approved the lease as presented. Board approval is requested to accept the lease with the USDA for office space at the West Annex facility in the amount \$10.00 per square foot for approximately 1,718 square feet for an annual amount of \$17,180.

Isaacs, Gay - FSA, Boone, NC

From: Zink, Charles - FSA, Marshall, NC
Sent: Monday, January 09, 2012 12:21 PM
To: Isaacs, Gay - FSA, Boone, NC
Subject: FW: Watauga-Avery County
Attachments: watauga-avery.pdf
Signed By: CHARLES.ZINK@NC.USDA.GOV

Gay,
 Attached is the extension of time to complete the Lease Agreement. Make a copy and take to the County Manager. Have them fill in blocks 9, 10A, 10B, 10C, and 10D. All this does is gives an extension of time to complete the Lease. I will get it to Erica when I come Wednesday.
 Charlie

Charles E. Zink, CED
 Madison County FSA Office
 (828)649-2712
charles.zink@nc.usda.gov

-----Original Message-----

From: Robinson, Erica - FSA, Washington, DC
Sent: Monday, January 09, 2012 12:09 PM
To: Zink, Charles - FSA, Marshall, NC
Cc: Kimball, Waynette - FSA, Raleigh, NC; Johnson, Ernestine - FSA, St. Louis, MO
Subject: Watauga-Avery County

Good Afternoon, Mr. Zink:

Per our earlier discussion, I have attached an Amendment of Solicitation (OF-309) document and a cover letter granting your request for an extension. The submission date for offers has been modified from January 13, 2012 to February 17, 2012.

Please have the Lessor acknowledge the amendment by completing the Amendment of Solicitation document in section II and return with RLP package.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Erica Robinson
 Realty Specialist
 USDA/FSA/MSD
 1400 Independence Ave., SW
 Mailstop 0562
 Washington, DC 20250-0590
 (202) 720-1544 (direct)
 (202) 690-4790 (fax)



United States
Department of
Agriculture

January 09, 2012

Farm and Foreign
Agricultural
Services

WATAUGA COUNTY COMMISSIONERS
Suite 1, Courthouse
Boone, NC 28607

Farm Service
Agency

Management
Services Division

355 E Street SW,
10th Floor,
Washington, DC
20224

SUBJECT: REQUEST FOR LEASE PROPOSALS FOR WATAUGA-AVERY
COUNTY (BOONE) NORTH CAROLINA, USDA SERVICE CENTER

Dear Sir or Madam:

USPS Address:

USDA-FSA-MSD
Mail Stop 0562
1400 Independence
Ave SW
Washington, DC
20250-0590

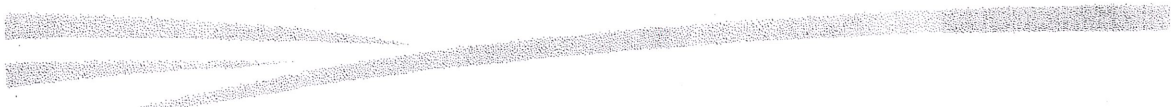
Please find enclosed an OF-309, Amendment of Solicitation, describing the
Government's intent to modify the submission date for offers from January 13, 2012 to
February 17, 2012.

If you have any questions, please contact Realty Specialist, Erica Robinson 202-720-
1544 or email at Erica.Robinson@wdc.usda.gov.

Sincerely,

Erica Robinson
Real Property Realty Specialist

Attachment



AMENDMENT OF SOLICITATION <i>(Negotiated Procurements)</i>	PAGE 1	OF 1	PAGES
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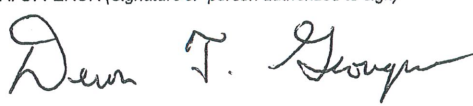
NOTICE: Offerors must acknowledge receipt of this amendment in writing, by the date and time specified for proposal submissions or the date and time specified in Block 6, whichever is later. IF YOUR ACKNOWLEDGMENT IS NOT RECEIVED AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME, YOUR OFFER MAY BE REJECTED. If by virtue of this amendment, you wish to change your offer, such change must make reference to the solicitation and this amendment and be received prior to the date and time specified in Block 6.

I. AMENDMENT			
1. SOLICITATION NUMBER	2. SOLICITATION DATE	3. AMENDMENT NUMBER	4. AMENDMENT DATE
37189-Watauga-Avery-01	01/13/2012	1	01/09/2012
5. ISSUED BY Erica Robinson USDA-FSA-MSD Mail Stop 0562 1400 Independence Ave SW Washington, DC 20250-0590		6. DUE DATE THIS AMENDMENT DOES NOT CHANGE THE DATE BY WHICH OFFERS ARE DUE UNLESS A DATE AND TIME IS INSERT BELOW.	
		A. DATE	B. TIME
		02/17/2012	4:30
7. FOR INFORMATION CALL (No collect calls)			
A. NAME	B. TELEPHONE		C. E-MAIL ADDRESS
Erica Robinson	AREA CODE	PHONE NUMBER	erica.robinson@wdc.usda.gov
	202	720-1544	
8. DESCRIPTION OF AMENDMENT			
The Government amends the Boone, (Watauga-Avery County), North Carolina Solicitation for Offers as follows:			
Submission Of Offers Paragraph has been modified to extend deadline date to February 17, 2012.			

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

II. ACKNOWLEDGMENT OF AMENDMENT

In lieu of other written methods of acknowledgment, the offeror may complete Block 9 and 10 and return this amendment to the address in Block 5.

9. NAME AND ADDRESS OF OFFEROR Watauga County Board of Commissioners 814 West King Street Suite 205 Boone, NC 28607	10A. OFFEROR (Signature of person authorized to sign)
	10B. NAME OF SIGNER
	10C. TITLE OF SIGNER
	10D. DATE
	 County Manager - Deron George County Manager 1/10/2012

AUTHORIZED FOR LOCAL REPRODUCTION

OPTIONAL FORM 309 (9-97)
Prescribed by GSA - FAR (48 CFR) 53.215-1(g)

UNITED STATES
DEPARTMENT
AGRICULTURE

Farm
Service
Agency

Watauga/Avery County FSA Office
PO Box 632DTS
Boone, NC 28607

To: Deron T. Geouque, County Manager
Watauga County

Date: January 5, 2012

From: Charles E. Zink, CED
Watauga/Avery County FSA Office

Subj: Lease Proposal for Watauga/Avery County Service Center

On December 15, 2011, Erica Robinson, Real Property Leasing Officer, sent you a lease proposal for the Watauga/Avery County USDA Service Center. The lease for the Service Center will be approved by her but I am your local contact for any questions regarding the lease.

I request to be put on the Agenda for the Commissioners meeting for January 17, 2012 to answer any questions they have regarding the lease.

I brief summary USDA wants to keep the current space it has (1718 square feet) with the current price (\$10 per square foot). \$17,180.00 is the current annual rent paid. Payments would be monthly in the amount of \$1,431.67.

Please email me at charles.zink@nc.usda.gov to confirm that I have been placed on the Agenda.

Thank you,



Charles E. Zink, CED
Watauga/Avery County FSA Office

United States
Department of
Agriculture

December 15, 2011



Farm and Foreign
Agricultural
Services

WATAUGA COUNTY COMMISSIONERS
814 West King Street
Suite 205
Boone, NC 28607

Farm Service
Agency

Management
Services Division

355 E Street SW,
10th Floor,
Washington, DC
20224

SUBJECT: REQUEST FOR LEASE PROPOSALS FOR WATAUGA-AVERY COUNTY (BOONE)
NORTH CAROLINA, USDA SERVICE CENTER

Dear Sir or Madam:

USPS Address:

USDA-FSA-MSD
Mail Stop 0562
1400 Independence
Ave SW
Washington, DC
20250-0590

Please find enclosed three (3) copies of the Request for Lease Proposals (RLP) Package for the Watauga-Avery County, NC USDA Service Center. The enclosed documents should be reviewed carefully, filled out completely, and signed and initialed by the person(s) with authority to bind the ownership entity to a potential lease agreement, as determined by the formation documents of the entity. All signatures and initials must be made by this person(s). A copy of the deed evidencing ownership and proof of authority to bind the entity must be submitted with the proposal.

The RLP Package is assembled in the following order:

1. RLP No. 37189-Watauga-Avery-01 (GSA Form R101A), 9 pages
2. Lease No. 37189-Watauga-Avery-01 (GSA Form L201A), 24 pages
3. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
4. GSA Form 1364A, Proposal to Lease Space, 2 pages
5. GSA Form 1364A-1, Simplified Lease Proposal Data, 2 pages
6. Agency Specific Requirements Package (to become Exhibit C to the Lease)
 - a. USDA/OCIO/ITS Requirements, 6 pages
7. GSA Form 3516A, Solicitation Provisions, 6 pages
8. GSA Form 3518A, Representations and Certifications, 4 pages
9. GSA Form 12000, Pre-Lease Fire Protection and Life Safety Evaluations for Low Rise Office Building, 4 pages
10. Pre-Lease Building Security Plan, 6 pages
11. Seismic Safety Certification, (Example), 1 page

The RLP provides detailed instructions regarding how to offer in Section 3. Carefully review all RLP Package documents in the preparation of your proposal. Be advised that the lease may be awarded without discussions binding you to the terms of your proposal.

The items listed on the Agency Specific Requirements listing must be addressed in your proposal. However, they are not intended to be a complete list of alterations necessary to meet all requirements in the RLP. Your proposal must conform to all RLP requirements.

Your proposals must be received on or before 4:00 PM Eastern Daylight Time on **January 13, 2012**. There will be no public opening and all offers received will be kept strictly confidential until a contract has been awarded. The proposals shall remain open until the lease is awarded.



Please complete three (3) two sets of original documents as provided and return to me at:

U.S. Department of Agriculture
Farm Service Agency/Management Services Division
Attention: RPLO Erica Robinson
1400 Independence Avenue SW
Mail Stop 0561
Washington, DC 20250-0590

If you have any questions, please contact Realty Specialist, Erica Robinson 202-720-1544 or email at Erica.Robinson@wdc.usda.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erica Robinson', is written over a horizontal line. The signature is fluid and cursive.

Erica Robinson
Real Property Leasing Officer

Attachments

Official File



REQUEST FOR
LEASE
PROPOSAL
NO. 37189-
Watauga-Avery-01

**Offers due by
1/13/2012**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **4:00 eastern standard time** on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

**SIMPLIFIED RLP
GSA FORM R101A (September 2011)**

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REQUEST FOR LEASE PROPOSALS NO. 37189- Watauga-Avery-01

November 21, 2011
SIMPLIFIED RLP GSA FORM R101A (September 2011)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SIMPLIFIED) (AUG 2011)

A. This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth below to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions below.

B. Included in the RLP documents is a Lease Form (Form L201-A) setting forth the Lease Term and other terms and conditions of the Lease contemplated by this RLP, a Lease Proposal Form (Form 1364A), and a Simplified Lease Proposal Data (Form 1364A-1) on which Offerors shall submit its offered rent and other price data, together with required information and submissions. The Lease clause titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the Lease Contracting Officer (LCO) executes the Lease.

1.02 AMOUNT AND TYPE OF SPACE AND LEASE TERM (SIMPLIFIED) (AUG 2011)

The space shall be located in a modern quality building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the LCO. If not a new building, the space offered shall be in a building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the space with modern conveniences;

City, State:	Boone, (Watauga-Avery County), North Carolina
Delineated Area:	North: Town of Boone City Limits; East: South Fork New River; South: Hwy 105 & US 221/321; West: Town of Boone City Limits
Space Type(s) (ANSI/BOMA):	Office Space
Minimum Sq. Ft. (ABOA):	2000
Maximum Sq. Ft. (ABOA):	2252
Parking Spaces (Total):	19
Parking Spaces (Surface):	19
Parking Spaces (Reserved):	2 plus 1 (individual with disability)
Initial Full Term:	10
Additional Requirements:	- Parking lot that allows for pull through parking for farm vehicles including tractors and trailers. - Computer server room that complies with USDA Office of the Chief Information Officer/International Technology Service requirements.

1.03 INTENTIONALLY DELETED

1.04 NEIGHBORHOOD, PARKING, AND LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (APR 2011)

LOCATION: OUTSIDE CITY CENTER

- A. OUTSIDE CITY CENTER: Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or, in the absence of a local code requirement, on-site parking shall be available at a ratio of one (1) space for every 100 RSF of Government-demised area. Adequate eating facilities shall be located within the immediate vicinity of the building, but generally not exceeding a walkable ½ mile, as determined by the LCO. Other

employee services, such as retail shops, cleaners, and banks, shall be located within the immediate vicinity of the building, but generally not exceeding a walkable ½ mile, as determined by the LCO. Amenities must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

1.05 LIST OF RLP DOCUMENTS (SIMPLIFIED) (APR 2011)

The following documents are included as part of the Request for Lease Proposals:

DOCUMENT NAME	NO. OF PAGES
RLP No. 37189-Watauga-Avery-01 (Form R101A)	9
Lease No. 37189-Watauga-Avery-01 (Form L201A)	24
GSA Form 1217, Lessor's Annual Cost Statement	2
GSA Form 1364A, Proposal to Lease Space	2
GSA Form 1364A-1 Simplified Lease Proposal Data	2
Agency Specific Requirements Package, Dated 12/15/11	1
GSA Form 3516A, Solicitation Provisions	6
GSA Form 3518A, Representations and Certifications	4
GSA Form 12000, Pre-lease Fire Protection and Life Safety Evaluation for a Low-Rise Office Building information and documents (See Fire Protection and Life Safety clause in RLP and Lease for applicable requirements)	4
Pre-Lease Building Security Plan	6
Seismic Safety Certification (Example)	1

1.06 LEASE DESCRIPTION (SIMPLIFIED) (AUG 2011)

Offerors shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

The Lease contemplated by this RLP is included in the RLP documents, and includes:

- A. The term of the Lease, and renewal option, if any.
- B. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- C. Building Shell standards and requirements.
- D. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
- E. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this RLP. Notwithstanding the foregoing, the following is provided to assist Offerors in understanding the nature of the Lease.

The Lease contemplated by this RLP is a fully serviced, turnkey Lease with a fixed rent that will be inclusive of all Lessor costs, including all TIs, operating costs, and taxes. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA square feet solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this RLP and lease, including Agency Specific Requirements. The Lessor will be required to design and build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

The Lessor must prepare DIDs for the leased space conforming to the Agency Specific Requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the Tenant Improvement requirements, subject to the Lessor's right to receive compensation for such changes. Upon completion and acceptance of the leased space, the space will be measured for establishing the actual annual rent, and the Lease term shall commence.

1.07 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (APR 2011)

The Lease establishes various requirements relating to the building shell; such requirements are not deemed Tenant Improvements. Certain of these requirements are established as minimum requirements in this RLP. If the Lessor's building does not meet the

requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Lessor will be required to identify those building improvements that will bring the building into compliance with RLP requirements. Upon award of the Lease, completion of those building improvements will become Lease obligations.

1.08 AUTHORIZED REPRESENTATIVES (AUG 2011)

With respect to all matters relating to this RLP, only the Government's LCO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its LCO without notice or express delegation by the prior LCO.

Lease LCO:

Ernestine Johnson
4300 Goodfellow Blvd., Bldg. 105
St. Louis, MO 63120
314-457-5697
314-457-4565
Ernestine.Johnson@stl.usda.gov

As to all other matters, Offerors may contact the Alternate Government Contact designated below.

Alternate Government Contact:

Erica Robinson
1400 Independence Ave., SW
Mailstop 0562
Washington, DC 20250-0590
202-720-1544
202-690-4790
Erica.Robinson@wdc.usda.gov

1.09 INTENTIONALLY DELETED

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (SIMPLIFIED) (AUG 2011)

In order to be acceptable for award, the offered space must provide for an efficient layout as determined by the LCO. To demonstrate potential for efficient layout, the Government may request the Offeror to provide a test fit layout at the Offeror's expense.

2.02 FLOOD PLAINS (APR 2011)

An award of contract will not be made for any offered property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered property that will become the demised premises for purposes of this lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the Contracting Officer may, in its sole discretion, determine that the offered property does not adequately avoid development in a 100-year floodplain.

2.03 SEISMIC SAFETY (IN LOCATIONS OTHER THAN GSA REIONS 8, 9, AND 10) (AUG 2011)

A. All offers received in response to this RLP will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received that fully meet seismic safety requirements, other offers that do not fully meet these requirements will not be considered. If no offers are received that fully meet seismic safety requirements, only offers that substantially meet seismic safety requirements will be considered. If no offers are received that fully or substantially meet seismic safety requirements, the Government may elect to make no lease award.

B. "Fully meet" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available from the LCO) with the initial offer, from a licensed structural engineer certifying that both the

building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:

1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, will be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) will be replaced with the table below.

FEMA 178 ¹	Building Type	BOCA	SBCC	UBC	ANSI	NEHRP
1, 2	Wood Frame, Wood Shear Panels	**	**	1949	**	**
3	Steel Moment Resisting Frame (MRF)	1987	1991	1976	1982	1985
4	Steel Braced Frame	1990	1991	1988	*	1991
5	Light Metal Frame	*	*	*	*	*
6	Steel Frame w/Concrete Shear Walls	1987	1991	1976	1982	1985
8	Reinforced Concrete Moment Resisting Frame	1987	1991	1976	1982	1985
9	Reinforced Concrete Shear Walls w/o MRF	1987	1991	1976	1982	1985
10,7	Steel or Concrete Frame w/URM Infill	*	*	*	*	*
11	Tilt-up Concrete	1987	1991	1973	1982	1985
12	Precast Concrete Frame	*	*	*	*	*
13, 14	Reinforced Masonry	1987	1991	1976	1982	1985
15	Unreinforced Masonry (URM)	*	*	*	*	*

* Indicates no benchmark year (no comprehensive seismic requirements for these buildings exist).

** Local provisions for wood construction need to be compared to 1949 UBC to determine benchmark year.

BOCA—Building Officials and Code Administrators, National Building Code.

SBCC—Southern Building Code Congress International, Standard Building Code.

UBC—International Conference of Building Officials, Uniform Building Code.

ANSI—American National Standards Institute, A58.1, Minimum Design Loads for Buildings and Other Structures.

NEHRP—Recommended Provisions for the Development of Seismic Regulations for New Buildings and Other Structures, Federal Emergency Management Agency

3. Section 1.3.2, Leased Buildings, shall be revised as follows:

- a. **Buildings leased by the Federal Government are exempt from these standards if both of the following apply:**
 - i. **The leased space is 10,000 rentable square feet or less AND**
 - ii. **The Federal Government leases less than 50 percent (%) of the total building square footage.**

4. FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard, can be obtained at www.degenkolb.com/0_Misc/0_1_FEMADocuments/fema310/prestnd.html.

5. NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or at <http://fire.nist.gov/bfrlpubs/build94/PDF/b94037.pdf>

C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Documentation of this evaluation shall be made available to the Government.

2.04 INTENTIONALLY DELETED

2.05 INTENTIONALLY DELETED

2.06 ASBESTOS (APR 2011)

A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space

¹ The 15 common building types as they are defined in FEMA-178.

offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

- B. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.
- D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

2.07 ACCESSIBILITY (AUG 2011)

The Lease contemplated by this RLP contains building requirements for Accessibility. In order to be eligible for award, Offerors must either:

- A. Verify in the Lease proposal that the building in which space is offered meets the Lease requirements, or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.08 FIRE PROTECTION AND LIFE SAFETY (AUG 2011)

The Lease contemplated by this RLP contains building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offerors must either:

- A. Verify in the Lease proposal that the building in which space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease.
- B. Include as a specific obligation in its Lease proposal that improvements to bring the building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.09 SECURITY (APR 2011)

The Lease contemplated by this RLP contains building requirements and other obligations relating to Security. Reference the paragraph titled "List of RLP Documents" for any additional security requirements. In order to be eligible for award, the Offeror shall provide a Pre-Lease Building Security Plan with its offer that addresses its compliance with the Lease Security Requirements.

2.10 ENERGY INDEPENDENCE AND SECURITY ACT (AUG 2011)

- A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.
- B. Unless one of the statutory exceptions listed in paragraph C applies, the Government may award a lease for a building only if the building has earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® Label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011.
- C. EISA allows a Federal agency to lease space in a building that does not have an ENERGY STAR® Label if:
 1. No space is offered in a building with an ENERGY STAR® Label that meets RLP requirements, including location needs;
 2. The agency will remain in a building it currently occupies;
 3. The lease will be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
 4. The lease is for 10,000 rentable square feet or less.
- D. If one or more of the statutory exceptions applies, and the offered space is not in a building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease

proposal an agreement to renovate the building for all energy efficiency and conservation improvements that it has determined would be cost effective over the firm term of the lease, if any, prior to acceptance of the space (or not later than one year after the Lease Award Date of a succeeding or superseding lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements.
3. Building Envelope Modifications.

NOTE: Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of building improvements that achieve cost savings over the firm term of the lease sufficient to recover the costs of the building improvements.

F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/>) and Building Upgrade Value Calculator (http://www.energystar.gov/financial_evaluation) are tools which can be useful in considering energy efficiency and conservation improvements to buildings.

G. If one or more of the statutory exceptions applies, and the offered space is not in a building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

I. All new buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (APR 2011)

Offeror is required to submit a complete signed lease document, including all required exhibits, using the forms provided with this RLP to the Government as indicated below. Offeror's submission constitutes its offer to enter into a binding lease. A Lease is binding when the LCO countersigns the Offeror's signed lease document.

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2011)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the Government email address identified in the request for lease proposals will be accepted. Offeror submitting a lease proposal by email shall retain in its possession, and make available upon the Government's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than **4:00 eastern standard time** on the following date at the following designated office and address:

Date: January 13, 2012

Office: USDA/FSA/MSD

Address: 1400 Independence Ave., SW
 Mailstop 0562
 Washington, DC 20250-0590

2. No later than **4:00 eastern standard time** on the following date at the following email address:

Date: January 13, 2012
 Email Address: Erica.Robinson@wdc.usda.gov

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.;

F. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure

3.03 PROPOSAL CONTENTS (SIMPLIFIED) (AUG 2011)

The proposal shall consist of the following documents:

DOCUMENT NAME OR DESCRIPTION
RLP No. 37189-Watauga-Avery-01 (Form R101A)
Lease No. 37189-Watauga-Avery (Form L201-A), signed and initialed by Offeror
GSA Form 1217, Lessor's Annual Cost Statement, completed and signed by Offeror
GSA Form 1364A, Proposal to Lease Space, completed and signed by Offeror
GSA Form 1364A-1, Simplified Lease Proposal Data, completed and signed by Offeror
Agency Specific Requirements Package, Dated 12/15/11, initialed by Offeror
GSA Form 3516A, Solicitation Provisions, initialed by Offeror
GSA Form 3518A, Representations and Certifications , completed and signed by Owner
GSA Form 12000, Pre-lease Fire Protection and Life Safety Evaluation for a Low-Rise Office Building information and documents (See Fire Protection and Life Safety clause in RLP and Lease for applicable requirements)
Pre-Lease Building Security Plan, completed by Offeror, if applicable
Seismic certification or exemption memo
Auto CAD or scaled floor plans delineating the Premises proposed by the Offeror
Registration in the Central Contractor Registration (CCR) System

3.04 BUILDING AND SITE INFORMATION (SIMPLIFIED) (AUG 2011)

A. No later than the due date for final proposal revisions, the Offeror shall submit to the LCO proof of the ENERGY STAR® label from EPA for the most recent twelve months.

B. If the offered existing building will not have an ENERGY STAR® label by the date of final proposal revisions, then in accordance with one of the statutory exceptions listed in the "Energy Independence and Security Act" paragraph herein, a written statement addressing which energy efficiency and conservation improvements (per the Energy Independence and Security Act paragraph) can be made to the building must be submitted. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (SIMPLIFIED) (AUG 2011)

A. Tenant Improvements are those costs required for building out the Government demised area in accordance with the Government approved Design Intent Drawings (DIDs). All Tenant Improvements required by the Government for occupancy must be performed by the successful offeror as part of the rental consideration as turnkey pricing. All improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The Tenant Improvement pricing must include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to complete the TIs. It is the successful offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TI PRICING.

3.06 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (APR 2011)

The Government requires a fully serviced lease. The base for the operating costs adjustment will be established during negotiations based upon ABOA SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal. Services, utilities, and maintenance shall be provided by the Offeror as part of the rental consideration.

3.07 INTENTIONALLY DELETED

SECTION 4 METHOD OF AWARD

4.01 AWARD BASED ON PRICE (AUG 2011)

The Government reserves the right to make an award based upon initial offers. The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this RLP and the lease documents and is the lowest priced technically acceptable offer submitted. Refer to the "Price Evaluation (Present Value)" paragraph in this section of the RLP. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

4.02 PRESENT VALUE PRICE EVALUATION (SIMPLIFIED) (SEPT 2011)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the lease, including any option periods.

B. The Offeror must submit plans and any other information to demonstrate that the rentable space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA square footage and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices to a composite annual price per ABOA SF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA sq. ft price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.

3. If annual adjustments in operating expenses will not be made, the gross annual price, will be discounted annually at 5 percent to yield a gross present value cost (PVC).

4. If annual adjustments in operating expenses will be made, the annual price, minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

5. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.
 - d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
6. The sum of either paragraphs 3 and 5 or paragraphs 4 and 5, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.03 AWARD WITHOUT DISCUSSIONS (SIMPLIFIED) (JAN 2011)

The Government will evaluate offers and may award a Lease without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best price and other terms. The Government reserves the right to conduct discussions after the receipt of initial offers if it is determined by the LCO to be necessary. The Government may reject any or all offers, if such action is in the public interest, and may waive informalities and minor irregularities in offers received.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 FLAGPOLE AND DISPLAY.

1. If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer or Designee. The flag will be provided by the Lessor, as part of the rent, and replaced at all times during the lease term when showing signs of wear.
2. The Lessor shall be responsible for flag display on all workdays and federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

5.02 FACILITY IDENTIFICATION.

If the USDA is to be the sole occupant of the building, a suitable area (minimum of 12 feet x 5 feet) (3.66m x 1.52m) must be provided for a sign in front of the office and must provide a light fixture to illuminate the sign. Also, location must be such that the sign is visible from both directions of traffic. Lessor to provide sign in accordance with USDA signage specifications as furnished by USDA, FSA.

**LEASE NO. 37189-
Watauga-Avery-01**

**Simplified Lease
GSA FORM L201A (September 2011)**

This Lease is made and entered into between

Watauga County Commissioners

("the Lessor"), whose principal place of business is, Suite 1, Courthouse, Boone, NC 28607 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the Government, upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

WATAUGA-AVERY COUNTY USDA SERVICE CENTER
971 West King Street
Boone, North Carolina 28607

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government. The commencement date of this Lease is estimated to be April 1, 2012, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name:
Title:
Date: _____

FOR THE GOVERNMENT:

Ernestine Johnson
Lease Contracting Officer
Date: _____

WITNESSED BY:

Name:
Title:
Date: _____

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1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. Parking: Parking shall be provided as described under Block 16 of Exhibit A, Proposal to Lease Space, GSA Form 1364A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENTAL CONSIDERATION (SIMPLIFIED) (SEPT 2011)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI/BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes or operating costs.

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government may terminate this lease in whole or in part at any time after the lease award date by providing 120 day's written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease. If the Government terminates a portion of the Space, the space released shall be marketable by the Lessor. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCLUDED WITH LEASE (SIMPLIFIED) (AUG 2011)

The following documents are included as part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Proposal to Lease Space (GSA Form 1364A)	2	A
Floor Plan Delineating the Premises	1	B
Agency Specific Requirements Package, Dated 12/15/2011	7	C
GSA Form 3518A, Representations and Certifications	4	D
Pre-Lease Building Security Plan	6	E
GSA Form 12000 Pre-Lease Fire Protection and Life Safety Evaluations for Low Rise Office Building	4	F
Seismic Safety Certification	1	G

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (AUG 2011)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Appurtenant areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and Express Appurtenant Rights.

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. Common area factor (CAF). The CAF is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the offered space.

E. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

F. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

G. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

H. Lease term commencement date. The Lease term commencement date means the date on which the Lease term commences.

I. Lease award date. The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).

J. The Premises. The Premises are defined as the total OA or other type of Space, together with all associated Common Areas, described in Section I of this Lease, and delineated by plan in the attached Exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

K. The Property and the Building. The Property is defined as the land and Buildings in which the Premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights). The Building(s) situated on the Property in which the Premises are located shall be referred to herein as "the Building(s)."

L. Rentable square feet (RSF). Rentable space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The rentable space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

M. The Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

N. Standard for Measuring and Other Space. For the purposes of this Lease, Space shall be measured in accordance with the standard provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area. ANSI/BOMA Z65.1-1996 shall be used. References to ABOA mean ABOA.

O. Working days. Working days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (AUG 2011)

The signatories to this Lease shall have full authority to bind their respective principles with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principles to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease LCO (LCO) without notice or express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such

alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 INTENTIONALLY DELETED

2.05 CHANGE OF OWNERSHIP (APR 2011)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is only changing its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor ("Transferor"), and the new owner or assignee ("Transferee") shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to recognize the Transferee as its Lessor until (a) the payment of rent has commenced; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the transferee must complete a Central Contractor Registration ("CCR") (See FAR 52.232-33) and complete and sign GSA Form 3518A, Representations and Certifications (to substitute Exhibit D).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.06 INTENTIONALLY DELETED

2.07 ADJUSTMENT FOR VACANT PREMISES (SIMPLIFIED) (SEPT 2011)

If the Government elects to vacate the Premises in whole or in part during the term of the Lease, the rent shall be reduced by subtracting from the rental rate the amount specified for in Line 14 of Exhibit A, GSA Form 1364A. The Government shall be entitled to reduce the rent **30 days** after providing notice of vacating the Premises.

2.08 INTENTIONALLY DELETED

2.09 FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (APR 2011)

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenantable, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **180 days** from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within **30 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **180 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are untenantable, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

2.10 DEFAULT BY LESSOR (SIMPLIFIED) (APR 2011)

The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

A. Prior to Acceptance of the Premises. Failure by the Lessor to perform diligently all obligations required for Acceptance of the space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease because of the Lessor's default.

B. After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If the Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or the Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, such that the tenantability or safe and healthful occupancy of the Premises is substantially impaired, the Government may terminate the Lease on account of the Lessor's default.

C. Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

1. Circumstances within the Lessor's control;
2. Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters (including weather conditions that are not unusual or severe);
3. The condition of the Property (save for Fire and Casualty Damage, in which case the Fire and Casualty Damage clause shall apply);
4. The acts or omissions of the Lessor, its employees, agents or contractors; or
5. The Lessor's inability to obtain sufficient financial resources to perform its obligations.

D. The rights and remedies specified in this clause are in addition to all remedies to which the Government may be entitled as a matter of law.

2.11 INTEGRATED AGREEMENT (SIMPLIFIED) (APR 2011)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly incorporated by reference in Section 1 of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

2.12 MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and perform such other obligations as may be specified herein, are interdependent.

2.13 CHANGES (SIMPLIFIED) (SEPT 2011)

A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.

B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

1. An adjustment of the delivery date;
2. An equitable adjustment in the rental rate; or
3. A lump sum equitable adjustment.

C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

D. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause. The Lessor's failure to assert its right for adjustment within the time frame specified herein shall be a waiver of the Lessor's right to an adjustment under this paragraph

2.14 COMPLIANCE WITH APPLICABLE LAW (SIMPLIFIED) (APR 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership of the Property, including, without limitation, laws applicable to the construction, demolition, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (AUG 2011)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO retains the right to reject the Lessor's workers (1) if such are unlicensed, unskilled, or otherwise incompetent, or (2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this RLP and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov/>.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet the RLP's performance standards.

3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (DEC 2010)

A. Items and materials existing in the leased Premises, or to be removed from the leased Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.04 WOOD PRODUCTS (AUG 2008)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsfi.org).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at www.cites.org/eng/resources/species.html.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.05 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.06 BUILDING SHELL REQUIREMENTS (APR 2011)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein. For pricing, fulfillment of all requirements not specifically designated as Tenant Improvements, Building Specific Security, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly

installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.

3.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SIMPLIFIED) (SEPT 2011)

The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve aspects of the Lessor's design. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

3.08 QUALITY AND APPEARANCE OF BUILDING (APR 2011)

The Building in which leased Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.09 VESTIBULES (APR 2011)

- A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.10 MEANS OF EGRESS (AUG 2011)

- A. Space shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the award date of this Lease).
- B. The Space shall have unrestrictive access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.11 AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2011)

- A. Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the space is on or above the sixth floor, and Lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 SF or more ABOA SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with either NFPA 13, *Standard for the Installation of Sprinkler Systems*; or the applicable local codes and ordinances adopted by the jurisdiction.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements in NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems* (current as of the award date of this Lease), or the applicable local codes and ordinances adopted by the jurisdiction.
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.12 FIRE ALARM SYSTEM (AUG 2011)

- A. A building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code* (current as the award of the Lease), or the applicable local codes and ordinances adopted by the jurisdiction.
- C. The fire alarm system shall automatically notify the local fire department, remote station, or UL listed central station.
- D. If a Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm and Signaling Code* (current as of the award of the Lease) or applicable local codes and ordinances adopted by the jurisdiction, prior to Government acceptance and occupancy of the Space.

3.13 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2011)

- A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions.
- B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - 1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - 2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

3.14 ELEVATORS (SIMPLIFIED) (AUG 2011)

- A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any Government-demised area not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, *Safety Code for Elevators and Escalators* (current as of the award date of this Lease). Where provided, elevator-lobby and elevator-machine-room smoke detectors shall activate the Building fire alarm system, provide Phase 1 automatic recall of the elevators, and automatically notify either the local fire department, remote station or UL listed central station. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, *Inspector's Manual for Elevators*. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. Safety systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

3.15 DEMOLITION (SIMPLIFIED) (AUG 2011)

Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense, as part of the shell rent. Any demolition shall be completed in accordance with all applicable laws.

3.16 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.17 CEILINGS (SIMPLIFIED) (AUG 2011)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the LCO) throughout the Government-demised area and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

Ceilings shall be at a minimum 8 feet and 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased Space, with no obvious damage to tiles or grid. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.

Offices and conference rooms shall have mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain recycled content. Restrooms shall have plastered or spackled and taped gypsum board.

3.18 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (AUG 2011)

A. Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements. Properly rated and labeled "fire door assemblies" shall be installed on all fire egress doors.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. All doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.19 WINDOWS (SIMPLIFIED) (AUG 2011)

All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.20 PARTITIONS: PERMANENT (APR 2011)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the award date of this Lease.

3.21 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the Building is located.

3.22 PAINTING (AUG 2011)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.23 FLOORS AND FLOOR LOAD (AUG 2011)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards; non-slip and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at no cost to the Government. Calculations and structural drawings may also be required.

3.24 FLOOR COVERING AND PERIMETERS (SIMPLIFIED) (AUG 2011)

- A. Flooring material through Building common areas shall be of quality materials, as approved by the LCO.
- B. The costs for cyclical carpet replacement requirements within the Space, as outlined in Section 6, shall be included in the shell rent.

3.25 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.26 ELECTRICAL (SIMPLIFIED) (SEPT 2011)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in toilet rooms, corridors, and dispensing areas.

3.27 ADDITIONAL ELECTRICAL CONTROLS (APR 2011)

If the Government pays separately for electricity, no more than 500 SF of office may be controlled by one switch or automatic light control for all Space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.

3.28 PLUMBING (APR 2011)

The Lessor shall include cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

3.29 DRINKING FOUNTAINS (APR 2011)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.30 TOILET ROOMS (SIMPLIFIED) (SEPT 2011)

- A. Separate toilet facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- B. For new installations:
 - 2. Water closets shall not use more than 1.6 gallons per flush.
 - 3. Urinals shall not use more than 1.0 gallons per flush. Waterless urinals are acceptable.
 - 4. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.
 - 5. Toilet partitions shall be made from recovered materials as listed in EPA's CPG.

3.31 HEATING, VENTILATION, AND AIR CONDITIONING (SIMPLIFIED) (APR 2011)

Central heating, ventilation, and air conditioning (HVAC) systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1. Pre-filters shall have a MERV efficiency of 8. Final filters shall have a MERV efficiency of 13. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

3.32 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)

- A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt with a minimum throw if 1/2 inch and include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related Spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.33 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (SEPT 2011)

- A. The Government reserves the right to contract its own telecommunications service in the Space to be leased.
- B. The Lessor shall allow the Government's designated telecommunications provider's access to utilize existing building wiring to connect its services to the Government's Space, or, if existing building wiring is insufficient, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or building envelope (access from the antennas to the leased Space shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of wireless telephones and other emerging technologies.

3.34 LIGHTING: INTERIOR AND PARKING (SIMPLIFIED) (SEPT 2011)

- A. Deep cell parabolic louver 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA LCO) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ABOA SF. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the Space is unoccupied and shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.
- B. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the Space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be approved by the LCO. When the Space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- C. Adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the Building to discourage crimes against persons shall be provided. Exterior building lighting must have emergency power backup to provide for safe evacuation of the Building in case of natural disaster, power outage, or criminal/terrorist activity.
- D. When the Space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

3.35 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of eight (8) at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) (52.2-1999, HVAC Use During Construction). The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 2. No permanent diffusers are used;
 3. No plenum type return air system is employed;
 4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and

- 5. Following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

- 1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
- 2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
- 3. Any deviation from this ventilation plan must be approved by the LCO.
- 4. The Lessor is required to provide regularly occupied areas of the tenant Space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
- 5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
- 6. Protect stored onsite and installed absorptive materials from moisture damage.

3.36 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the Space during non-duty hours and deters loitering or disruptive acts in and around the Space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

3.37 ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

3.38 MECHANICAL AREAS AND BUILDING ROOFS (AUG 2011)

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access. Roof access shall meet the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code or the International Building Code, current as of the award date of this Lease.

3.39 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The LCO may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the Building directory.

3.40 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

- A. The Government reserves the right to verify identities of personnel with routine access to Government Space. The Lessor shall comply with the agency personal identity verification procedures below that implement HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.
- C. Lessor compliance with paragraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
 - 1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased Space.
 - 2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at [HTTP://BOOKSTORE.GPO.GOV](http://BOOKSTORE.GPO.GOV)), and Standard Form 85P, QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS, completed by each person and returned to the LCO (or the LCO's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The LCO will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's Space.

4. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

3.41 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and LCO for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the Building to minimize contamination, as deemed appropriate to the hazard.

3.42 EMERGENCY POWER TO CRITICAL SYSTEMS (NOV 2005)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the Lease. Costs for emergency power to critical systems that are Building-Specific Security requirements should be allocated to that cost component.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (AUG 2011)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Design Intent Drawings (DID). The Lessor shall prepare and deliver to the Government DIDs meeting all requirements set forth in the Lease within 10 working days of the Lease Award Date. The Government shall respond within 10 working days of receipt of the DIDs by either issuing a Notice to Proceed or providing notice indicating the manner in which the DIDs do not meet all requirements of the Lease. If the DIDs do not conform to the Lease requirements, the Lessor shall revise and resubmit the DIDs within 3 working days. The Lessor shall be responsible for delays to Acceptance of the Premises attributable to the Lessor's failure to prepare DIDs conforming to the Lease requirements.

B. Notice to Proceed (NTP). If the DIDs conform to the Lease requirements, the Government shall issue NTP; however, the Government shall not be obligated to issue a NTP less than 10 working days from receipt of DIDs, as originally submitted or revised. Issuance of NTP shall not be construed as a waiver of any requirement set forth in this Lease.

C. Construction Schedule. The Lessor shall complete all required building improvements and TIs conforming to the Lease and approved DIDs within 40 working days of issuance of NTP.

4.02 GREEN LEASE SUBMITTALS (SIMPLIFIED) (AUG 2011)

A. AFTER AWARD, THE LESSOR SHALL SUBMIT TO THE LCO:

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings (DIDs) for the leased.

2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Lease.

3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.

4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.

5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" in the Lease.

6. If renewable source power is purchased, documentation within 9 months of occupancy.

4.03 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SIMPLIFIED) (SEPT 2011)

Upon request by the Lease Contracting Officer, the Lessor shall furnish a detailed construction schedule to the Government within five working days. The Lessor shall arrange the initial Construction Meeting and shall keep meeting minutes of discussion topics and attendance for this and all subsequent meetings.

4.04 ACCESS PRIOR TO ACCEPTANCE OF SPACE (SIMPLIFIED) (APR 2011)

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 working days to complete work by its own contractors.

4.05 CONSTRUCTION INSPECTIONS (APR 2011)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (AUG 2011)

A. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report from a licensed fire protection engineer indicating the Space and Building is compliant with all applicable fire protection and life safety-related local codes and ordinances.

4.07 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SIMPLIFIED) (SEPT 2011)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space, which, together with the CAF established in Exhibit A, GSA Form 1364A, will yield the total Rentable Area of the Premises. The rent for the Space will be adjusted based upon the measured ABOA square footage for the purpose of adjusting the annual rent. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.08 AS-BUILT DRAWINGS (APR 2011)

Not later than 60 days after the acceptance of the Space, the Lessor shall furnish to the Government a complete set Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on USDA equipment, if requested by the LCO.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT (TI) REQUIREMENTS (AUG 2011)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth herein. For pricing, fulfillment of all requirements designated as TIs within this section as well as the attached Agency Specific Requirements and Additional Security Requirements shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (SIMPLIFIED) (SEPT 2011)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option sample boards must be provided at no additional cost to the Government within 5 working days the initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 5 working days

after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)

All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government.

5.04 DOORS: SUITE ENTRY (AUG 2011)

Suite entry doors shall be provided as part of the TIs at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (AUG 2011)

Doors within the Government-demised area shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (DEC 2007)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA101 or the International Building Code current as of the award date of this Lease.

5.07 DOORS: IDENTIFICATION (SIMPLIFIED) (AUG 2011)

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvements. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (SIMPLIFIED) (AUG 2011)

A. Office subdividing partitions shall comply with applicable Building codes and local requirements and ordinances. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 WALL FINISHES (SIMPLIFIED) (AUG 2011)

In the event the Government chooses to install a wall covering as part of the Tenant Improvements, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. In the event the Government chooses to install a high-performance paint coating, it shall comply with the VOC (Volatile Organic Compound) limits of the Green Seal Standard GS-11.

5.10 PAINTING (APR 2011)

A. Prior to occupancy, all surfaces within the Government-demised area which are designated by USDA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.

2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
 3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per litre (g/L).
 - b. Non-flats: 150 g/L.
 4. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
 5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
 6. Floor coatings: 100 g/L
 7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
 8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
 9. Stains: 250 g/L.
- C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.11 FLOOR COVERINGS AND PERIMETERS (AUG 2011)

A. TENANT IMPROVEMENT INFORMATION

1. Prior to acceptance, existing carpeting shall be replaced with broadloom carpet or carpet tiles that meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
2. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
3. Any alternate flooring shall be pre-approved by the Government.

B. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product Sustainability and Environmental Requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.
2. Recycle Content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.
3. Low Emitting Materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.
4. Face Fiber Content. Face yarn must be 100% nylon fiber. Loop Pile shall be 100% Bulk Continuous Filament (BCF); cut and loop shall be 100% BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
5. Performance Requirements for Broadloom and Modular Tile.

Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option) by

Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria

Flooring Radiant Panel Test: Meets NFPA Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662

NOTE: Testing must be performed in a NVLAP accredited laboratory.

6. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet should be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet Reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the Procurement Officer.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the Procurement Officer within the first 60 days of Government occupancy. Government is to be a beneficiary of the terms of this warranty.

C. FLOORING—RE-CARPETING DURING THE LEASE TERM:

In addition to the initial carpet replacement discussed above, the Government-demised areas which are designated by the LCO for cyclic carpet replacement shall be re-carpeted every 5years with a product which meets the requirements set forth above. This cost, including the moving and returning of furnishings and disassembly and reassembly of systems furniture shall be borne by the Lessor as part of the shell rent.

5.12 HEATING AND AIR CONDITIONING (APR 2011)

Zone Control. Provide individual thermostat control for office space with control areas not to exceed 1,500 ABOA SF Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing space use and modulating HVAC system in response to space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.13 ELECTRICAL: DISTRIBUTION (APR 2011)

- A. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (AUG 2011)

Telecommunications floor or wall outlets shall be provided as part of the Tenant Improvements. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.16 DATA DISTRIBUTION (SIMPLIFIED) (SEPT 2011)

The Government shall be responsible for purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations shall be in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the Tenant Improvements, outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop.

5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SIMPLIFIED) (SEPT 2011)

- A. The Lessor shall provide as part of the Tenant Improvements separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to

distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.18 LIGHTING: INTERIOR AND PARKING (SEPT 2011)

A. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). The increase between the number of fixtures required in the Construction Standards and Shell Components Section of the Lease and the Space layout is part of the Tenant Improvements.. The light fixtures shall meet the requirements as stated in the Construction Standards and Shell Components Section of the Lease.

B. There may be additional security requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (AUG 2011)

The Government's normal hours of operations are established as 7:00 AM to 5:30 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power. Cleaning shall be performed during normal hours.

6.02 UTILITIES (APR 2011)The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 INTENTIONALLY DELETED

6.04 HEATING AND AIR CONDITIONING (AUG 2011)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of Warehouse or Garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.05 OVERTIME HVAC USAGE (SIMPLIFIED) (SEPT 2011)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth in Exhibit A, GSA Form 1364A. Overtime usage services may be ordered by the Government's Authorized Representative only.

B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.06 JANITORIAL SERVICES (SEPT 2011)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The Lessor shall be entitled to assume that the following frequencies of cleaning tasks shall be sufficient. If the Lessor elects to perform any cleaning tasks less frequently, and the level of cleanliness does not meet the Government's approval, the Government may direct the Lessor to increase the frequency to follow the frequencies below at no additional cost to the Government.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, purchase, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every Five Years. Dry clean or wash (as appropriate) all draperies.

L. As Required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest Control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.07 SELECTION OF CLEANING PRODUCTS (APR 2011)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

A. Use products that are packaged ecologically;

- B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and,
- C. Minimize the use of harsh chemicals and the release of irritating fumes.

NOTE: Examples of acceptable products may be found at www.gsa.gov/p2products.

6.08 SELECTION OF PAPER PRODUCTS (APR 2011)

The Lessor shall select paper and paper products (e.g., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.09 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 6:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.10 MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (APR 2011)

The Lessor is responsible for the total maintenance and repair of the leased Premises, including the site and private access roads. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative, upon request, at no additional charge to the Government.

6.11 MAINTENANCE OF PROVIDED FINISHES (APR 2011)

A. Paint, Wall Coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

- 1. Lessor shall repaint common areas at least every three years.
- 2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the rent.

B. Carpet and Flooring.

- 1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears and/or tripping hazards are present.
- 2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Space every 5 years.
- 3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this Lease.

6.12 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.13 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.14 SCHEDULE OF PERIODIC SERVICES (SIMPLIFIED) (APR 2011)

Within 30 days after occupancy by the Government, the Lessor shall provide to the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.15 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.16 RECYCLING (SIMPLIFIED) (SEPT 2011)

A. Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the Space to be provided pursuant to the Lease, Lessor shall comply with such State and/or local law, code, or ordinance. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the leased Space.

6.17 INDOOR AIR QUALITY (DEC 2007)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in Space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Government-demised area;
2. Common Building areas;
3. Ventilation systems and zones serving the leased Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the leased Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.18 RADON IN AIR (AUG 2008)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters or electret ion chambers. The Lessor is responsible to provide Space in which in-air levels are below EPA's action concentration of 4 pCi/L. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed. For further information on radon, go to: <http://www.epa.gov/radon/zonemap.html>.

6.19 RADON IN WATER (AUG 2008)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided in the leased Space is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.20 HAZARDOUS MATERIALS (OCT 1996)

The leased Space shall be free of hazardous materials according to applicable Federal, state, and local environmental regulations.

6.21 MOLD (SIMPLIFIED) (SEPT 2011)

- A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide Space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").

6.22 OCCUPANT EMERGENCY PLANS (APR 2011)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and Government agency personnel.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 HOLDOVER

In the event of a holdover past the term of the lease the tenancy shall continue on a month-to-month basis at the same rental rate in effect at the time of the lease's expiration and all terms and conditions of the lease shall continue in full force and effect. Any claims by the Lessor resulting from the holdover shall be handled through the process established in the Contract Disputes Act of 1978 (41 USC 611), and the tenancy shall continue throughout the resolution of the dispute.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE		1. SOLICITATION FOR OFFERS		2. STATEMENT DATE	
LESSOR'S ANNUAL COST STATEMENT IMPORTANT - Read attached "Instructions"		3. RENTAL AREA (SQ. FT.)		3A. ENTIRE BUILDING	
				3B. LEASED BY GOV'T	
4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code)					
SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION					
SERVICES AND UTILITIES		LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY	
		(a) ENTIRE BUILDING	(b) GOV'T-LEASED AREA		
A. CLEANING, JANITOR AND/OR CHAR SERVICE					
5. SALARIES					
6. SUPPLIES (<i>Wax, cleaners, cloths, etc.</i>)					
7. CONTRACT SERVICES (<i>Window washing, waste and snow removal</i>)					
B. HEATING					
8. SALARIES					
9. FUEL (<i>"X" one</i>)		<input type="checkbox"/>	OIL	<input type="checkbox"/>	GAS
		<input type="checkbox"/>	COAL	<input type="checkbox"/>	ELEC- TRIC
10. SYSTEM MAINTENANCE AND REPAIR					
C. ELECTRICAL					
11. CURRENT FOR LIGHT AND POWER (<i>Including elevators</i>)					
12. REPLACEMENT OF BULBS, TUBES, STARTERS					
13. POWER FOR SPECIAL EQUIPMENT					
14. SYSTEM MAINTENANCE AND REPAIR (<i>Ballasts, fixtures, etc.</i>)					
D. PLUMBING					
15. WATER (<i>For all purposes</i>) (<i>Include sewage charges</i>)					
16. SUPPLIES (<i>Soap, towels, tissues not in 6 above</i>)					
17. SYSTEM MAINTENANCE AND REPAIR					
E. AIR CONDITIONING					
18. UTILITIES (<i>Include electricity, if not in C11</i>)					
19. SYSTEM MAINTENANCE AND REPAIR					
F. ELEVATORS					
20. SALARIES (<i>Operators, starters, etc.</i>)					
21. SYSTEM MAINTENANCE AND REPAIR					
G. MISCELLANEOUS (<i>To the extent not included above</i>)					
22. BUILDING ENGINEER AND/OR MANAGER					
23. SECURITY (<i>Watchmen, guards, not janitors</i>)					
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INS.					
25. LAWN AND LANDSCAPING MAINTENANCE					
26. OTHER (<i>Explain on separate sheet</i>)					
27. TOTAL					
SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES					
28. REAL ESTATE TAXES					
29. INSURANCE (<i>Hazard, liability, etc.</i>)					
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT					
31. LEASE COMMISSION					
32. MANAGEMENT					
33. TOTAL					
LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.		34. SIGNATURE OF <input type="checkbox"/> OWNER		<input type="checkbox"/> LEGAL AGENT	
TYPED NAME AND TITLE		SIGNATURE		DATE	
34A.		34B.		34C.	
35A.		35B.		35C.	

GENERAL SERVICES ADMINISTRATION

GSA FORM 1217 (REV. 7-94)

INSTRUCTIONS
FOR
LESSOR'S ANNUAL COST STATEMENT
GSA FORM 1217

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for facilities.

ITEM NUMBER

1. Enter the Government lease or Solicitation for Offers number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

SECTION I
ESTIMATED ANNUAL COST
OF SERVICES AND UTILITIES

- 5.-26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Solicitation for Offers and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented

by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

SECTION II
ESTIMATED ANNUAL COST OF OWNERSHIP
EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.
31. Enter any lease commission which you may be responsible for due to the Government leasing action.
32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
- 34.-35. Complete Lessor certification.

GSA FORM 1364A
SIMPLIFIED LEASE PROPOSAL

REQUEST FOR LEASE PROPOSALS
NO. 37189-Watauga-Avery-01 (Boone Co., NC)

DATE: _____

SECTION I – BUILDING INFORMATION

1	A. BUILDING NAME			2	NUMBER OF FLOORS		6	TOTAL PARKING FOR BUILDING			
	B. BUILDING STREET ADDRESS				3	LIVE FLOOR LOAD (LBS / SQ FT)		7	STRUCTURE: SURFACE:		
	C. CITY		D. STATE	4		TOTAL RENTABLE AREA (SQ FT)			8	A. BUILDING BUSINESS HOURS (MON – FRI)	
	E. 9-DIGIT ZIP CODE		F. CONGR. DISTRICT			5	BUILDING AGE (YRS)			B. BUILDING BUSINESS HOURS (SAT – SUN)	

SECTION II – SPACE OFFERED AND RATES

9	FLOOR LOCATION	SUITE NO.	ANSI/BOMA SQ FT	TYPE OF SPACE	FLOOR LOCATION	SUITE NO.	ANSI/BOMA SQ FT	TYPE OF SPACE

10	TYPE OF SPACE	ANSI/ BOMA AREA (SQ FT) A	COMMON AREA FACTOR B	RENTABLE SQ FT (RSF) A x B = C	FIRM TERM		NON-FIRM TERM		OPTION TERM	
					RENTAL RATE PER RSF/YR D	ANNUAL RENT C x D = E	RENTAL RATE (PER RSF/YR) F	ANNUAL RENT C x F = G	RENTAL RATE (PER RSF/YR) H	ANNUAL RENT C x H = I
	OFFICE				\$	\$	\$	\$	\$	\$
	OTHER				\$	\$	\$	\$	\$	\$
	TOTAL				\$	\$	\$	\$	\$	\$
	COMPOSITE ABOA PER SQ FT RATES				12E ÷ 12A = 13A	\$	12G ÷ 12A = 13B	\$	12I ÷ 12A = 13C	\$
	14 RATE ADJUSTMENT FOR VACANT SPACE: \$ / RENTABLE SF									
	15 HOURLY RATE FOR OVERTIME HVAC: Rate for 24/7 LAN \$/sf/yr _____ Zone \$_____ Floor \$_____ Entire space \$_____ The cost for overtime or 24/7 HVAC must be paid separately from the rent. Do not include these costs in the rent the offered rental rate or base operating expenses.									
16	NUMBER OF PARKING SPACES OFFERED TO GOVERNMENT:					A. STRUCTURE:			C. SURFACE:	
	CHARGE FOR SPACES OFFERED TO GOVERNMENT (IF NOT IN RENT):					B. STRUCTURE: \$ / MO			D. SURFACE: \$ / MO	
	17 RIGHT TO USE OF ROOFTOP AREA FOR ANTENNAS AND ASSOCIATED RIGHTS IN BUILDING					INCLUDED		NOT INCLUDED		

SECTION III – OWNER/OFFEROR INFORMATION

18	A. OFFEROR (NAME AND COMPLETE MAILING ADDRESS)			B. OFFEROR'S AUTHORIZED REPRESENTATIVE (IF APPLICABLE) (NAME AND COMPLETE MAILING ADDRESS)			19	TELEPHONE NUMBER	
								20	EMAIL ADDRESS
	21 OFFEROR'S FORM OF BUSINESS: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION – SPECIFY STATE: _____								

SECTION IV – OFFER

22	RLP AMENDMENTS ACKNOWLEDGED (INITIAL)		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
	23 On behalf of the Offeror, the undersigned offers to lease to the Government the Premises described in Sections I and II, together with all other rights indicated therein, at the rental and other rates stated, on the terms and conditions set forth in the referenced Request for Lease Proposals and this Proposal. This Offer shall remain open for a period of 60 days.						
	A. SIGNATURE		B. NAME		C. TITLE		D. DATE

SECTION V – PROPOSED ADDITIONAL TERMS, CONDITIONS

24 OFFEROR WILL COMPLETE THE FOLLOWING FIRE/LIFE SAFETY, ACCESSIBILITY, AND ENERGY SAVINGS IMPROVEMENTS AS REQUIRED IN THE LEASE:

25 ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO THIS OFFER:

1	<p>Offeror's Interest in the Property:</p> <p>Fee owner Other:</p> <p>Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror.</p>
2	<p>Flood Plains:</p> <p>The Property is in a base (100-year) flood plain in a 500-year flood plain not in a flood plain.</p> <p><i>(See RLP Paragraph 2.02)</i></p>
3	<p>Seismic Safety: The Building</p> <p>Fully meets Substantially meets Does not meet RLP seismic requirements.</p> <p><i>(See RLP Paragraph 2.03) Attach appropriate documentation.</i></p>
4	<p>Historic Preference: The Building is a N/A</p> <p>Historic property within a historic district. Non-historic property within a historic district. Historic property outside of a historic district. None of the above.</p> <p><i>(See RLP Paragraph) Attach appropriate documentation.</i></p>
5	<p>Asbestos: The Property</p> <p>Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage. Contains ACM not in a stable, solid matrix.</p> <p><i>(See RLP Paragraph 2.06)</i></p>
6	<p>Fire/Life Safety:</p> <p>The Property Meets Does not meet Lease fire/life safety standards.</p> <p><i>(See RLP Paragraph 2.08)</i></p>
7	<p>Accessibility:</p> <p>The Property Meets Does not meet Lease accessibility standards.</p> <p><i>(See RLP Paragraph 2.07)</i></p>
8	<p>Security:</p> <p>Attach Pre-Lease Building Security Plan.</p> <p><i>(See RLP Paragraph 2.09)</i></p>
9	<p>ENERGY STAR®: The Building</p> <p>Has received the ENERGY STAR® Label within the past ten months. Date: Has not received the ENERGY STAR® Label within the past ten months; the Offeror has evaluated energy savings measures and Determined that none are cost effective. Determined that the following are cost effective (List):</p> <p><i>(See RLP Paragraph 2.10) Attach Appropriate Documentation.</i></p>

SIMPLIFIED LEASE PROPOSAL DATA

PROPOSED RENT COMPONENTS			
	OFFICE AREA	Initial Term (\$/RSF)	Option Term (\$/RSF)
		A	B
10	Building Shell Rent		
11	Amortized Tenant Improvement Costs		
12	Real Estate Taxes		
13	Operating Costs		
14	Amortized Security Upgrade Costs		
15	Total		
	OTHER SPACE	Initial Term (\$/RSF)	Option Term (\$/RSF)
		A	B
16	Building Shell Rent		
17	Amortized Tenant Improvement Costs		
18	Real Estate Taxes		
19	Operating Costs		
20	Amortized Security Upgrade Costs		
21	Total		
22	OTHER INFORMATION SUPPLIED WITH THIS PROPOSAL		
23	The information contained in this 1364A-1 Lease Proposal Data Form is proprietary to Offeror.		
24	A. SIGNATURE	B. NAME	C. TITLE
			D. DATE



AGENCY SPECIFIC REQUIREMENTS PACKAGE

(TO BECOME EXHIBIT C TO LEASE)

RLP NO. 37189-Watauga-Avery-01

December 15, 2011

1. OCIO/ITS REQUIREMENTS – 6 PAGES

LESSOR: _____ GOVERNMENT: _____

USDA/OCIO/ITS REQUIREMENTS

I. SPECIFICATIONS FOR THE ADP ROOM

- A. **Square Footage.** The ADP room shall be a minimum of 75 square feet and a maximum of 100 square feet. The configuration of the room shall allow a three-foot clearance around equipment.
- B. **Doors.** The number of entrances to the ADP room will be kept to a minimum as required by local fire code. Every entrance into an ADP room must be a metal clad or solid core, lockable door. A managed process will be utilized to control all access to the room. The process can be electronic or manual (key access, door bell with escort and sign-in, etc.) and the process must be documented. One key or code will be assigned to an individual from each SCA. All computer room doors shall be removed from the master key system of the facility. Exterior doors must have either interior hinges or exterior hinges with non-removable pins.
- C. **Windows.** There will be NO WINDOWS in the ADP room, even if a portion of the room has exterior walls.
- D. **Flooring.** The flooring will be anti-static hard surface; no carpet.
- E. **Walls.** Walls of the ADP room shall extend from the structural floor slab to the structural ceiling slab with sound transmission class 40 or better. While this is preferred in all ADP rooms, it is mandatory in new construction.
- F. **Temperature and Humidity.** The ADP room shall be cooled at all times. The ambient room temperature shall be maintained between 68° to 75°F (20° to 24°C). The ambient relative humidity levels shall be maintained between 45% and 55%. The temperature and humidity controls shall be managed within the room, including points of contacts for emergency situations. The ADP room shall have access to temperature readings within the space. Air conditioning must be controlled on the weekends and holidays as needed to maintain the minimum temperature in the room. Depending on the equipment to be placed in the room, a separate air conditioning unit may be required.
- G. **Shared Space.** The ADP room shall NOT be designed as a multi-use room. Only ADP and telephone equipment shall be in this room. Mail machines, printers (unless specifically for the ADP equipment), faxes, file cabinets, shared storage, copiers, plotters, etc. shall be located outside the ADP room. ITS storage will NOT be in the ADP room.
- H. **Plumbing.** Because of the danger of water damage, the ADP room shall not be located in areas where water bearing pipes would be overhead.
- I. **Fire Suppressant Systems.** A sprinkler system will be installed when local building codes require it. A dry-pipe system is preferred. Sprinkler heads shall be placed so that they are not directly above any equipment. Each ADP room shall be equipped with any type "**Clean Agent**" (at least 5 to 6 lbs) fire extinguishers that are approved/designed to be used for Computer,

Telecommunications, Data Storage and Laboratory type rooms, which houses delicate electronic equipment. An annual inspection must be performed on the fire extinguisher.

I. SPECIFICATIONS FOR THE ADP ROOM (continued)

- J. **Design Approval**. In SCA offices, the Group Manager shall review the electrical section of the construction drawings to ensure that the location of the phone jacks, data ports, and electrical outlets will be accessible once systems furniture is installed. In all other offices, the appropriate Division Directors shall review and approve the floor plans. All final floor plans for the ADP room and general space shall be approved by the OCIO-ITS Realty Specialist before construction begins.
- K. **Public Areas**. Where possible, the ADP room shall be within the interior of the building and away from public areas. Where possible, ensure that all computer rooms are not located either above or below public areas in multi-story buildings.
- L. **Mailrooms and Loading Docks**. Where possible, the ADP room shall not be located in close proximity to mailrooms or loading docks.
- M. **Signage**. Ensure that all signs identifying the ADP room are removed from public view. Directories or building maps that identify the location of critical or sensitive asset locations shall not be displayed.
- N. **Electrical Power**. Where possible, the capability of shutting off power to an information system component that may be malfunctioning or threatened without endangering personnel by requiring them to approach the equipment shall be included in new and refurbished ADP rooms.

II. ADP ROOM EQUIPMENT OUTPUTS

Refer to the manufacturer's requirements for all equipment that will be located in the room.

III. DEDICATED ELECTRICAL CIRCUITS AND OUTLETS FOR ADP EQUIPMENT

- A. **Computer Room Circuits**. Provide and install dedicated electrical circuits with isolated grounds in the Computer Room. Dedicated circuits must be 110 volt, 20-ampere standard three-prong circuits with true earth ground terminated into orange or other uniquely marked ("computer use only") duplex outlets. Provide and install duplex outlets for each dedicated electrical circuit in the Computer room. Dedicated electrical circuits will be used for the telephone systems. The main electrical panel for the computer/voice (if computer/voice is available) equipment will be properly grounded to meet TIA/EIA and Federal Information Processing Standards (FIPS).
- B. **General Office Space Circuits**. Provide dedicated electrical circuits with multiple outlets at designated locations throughout the service center with multiple outlets to accommodate the peripheral equipment (i.e. computer workstations, printers).

III. DEDICATED ELECTRICAL CIRCUITS AND OUTLETS FOR ADP EQUIPMENT (continued)

C. Electrical Requirements for Uninterruptible Power Supply (UPS) Circuit. Critical servers are required to be connected to the UPS.

(1) Uninterruptible Power Supply (UPS). Dedicated Circuits will be required for use by UPS.

(2) Number and Type of Circuits. There will be a minimum of 2 (two) 120 volt, 30 amp minimum with true ground, terminated into a twisting-lock receptacle. Each dedicated circuit must have insulated, isolated earth ground; conduit ground is not acceptable.

(3) Receptacle. The receptacle will be a NEMA L5-30R twist-locking receptacle.

(4) Location of the UPS receptacle. The UPS receptacle will be located in the ADP/Computer room where the Local Area Network (LAN)/Wide Area Network (WAN)/Voice (LWV) cabinet is installed. The receptacle will be located within a maximum of 4.5 feet from the back of the United States Department of Agriculture (USDA) wiring cabinet.

IV. PLYWOOD

One sheet of $\frac{3}{4}$ inch 4 x 8 foot plywood shall be vertically mounted on the wall in the Computer Room within 3 feet of an electrical outlet and the wiring cabinet. The backboard should be attached to the wall using correct mounting hardware and procedures. If the wall is sheet-rocked, attach the backboard to the studs. If the wall is concrete, attach the backboard using anchors. The backboard should be painted with fire retardant paint the same color as the interior walls of the building. This will be the extended demarcation point and for the installation of phone equipment.

V. TELEPHONE SYSTEM

A telephone demarcation point (D-mark) must be provided on a type 66S block on the backboard for all telephone lines prior to the move date. The telephone system will be moved by USDA to a new office and will be installed by USDA technicians during move-in.

VI. DISTRIBUTION CLOSETS AND CABLE PATHWAYS

Facilities requiring multiple distribution points within the building or on multiple floors will comply with ANSI/TIA/EIA-569-B standards.

VII. DATA CABLING/TELECOMMUNICATIONS

A. General Specifications. All premise data/telecommunications cabling will comply with TIA/EIA-568-B. All new installations will use Category 6 cabling, as specified in TIA/EIA-568-B.2-1, or higher. All cabling will meet local building codes.

B. Exceptions. Renovations to buildings which currently comply with TIA/EIA-568-A and contain Category 5 cable and terminations may continue to use Category 5 wiring and terminations as specified in TIA/EIA-568-A.

VII. DATA CABLING/TELECOMMUNICATIONS (continued)

All substantial additions to, or replacements of, existing wiring should comply with the specifications in VII(A) where possible.

NOTE. Category 5 wiring is unsuitable for Ethernet speeds above 100 Mb/sec.

C. Copper Cable Installation.

- (1) Provide, place, terminate and test Cat-6 certified 100-ohm Balanced Twisted Pair cables according to applicable standards.
- (2) Data cable and voice cables shall be terminated with Cat-6 compliant terminations (patch panels, wall outlets, etc.).
- (3) All Balanced Twisted Pair cables shall be terminated using the T568A pin/pair assignments as specified in TIA/EIA-568-B and per FTR 1090-1997.

D. Copper Cable Specification. All cable equipment and materials must be manufactured by facilities that are International Organization for Standardization (ISO) 9001 registered and certified as follows:

- (1) Shall be Cat-6 or Cat-6a rated in accordance with ANSI/TIA/EIA-568-B.
- (2) Shall be four-pair, balanced, 100-Ohm, 24 American Wire Gage (AWG).
- (3) The selected cable must have contiguous, two-foot segment-length markers printed on the cable jacket. The markings must also show cable manufacturer, cable model number or name, cable part number, Cat-6 or Cat-6a designation, a UL or ETL verification designation, a CMP type, and a "tested to 350 MHz" or above designation.
- (4) Shall be tested and certified by the installer to comply with the previous requirements.

E. Data Fiber Cable Installation.

- (1) Fiber optic cable shall be used for all links in excess of 90 meters and where appropriate. There shall be no 90° bends in any fiber cables with a radius of less than three (3) inches.
- (2) All fiber cable links less than 500 meters shall be 6-strands, multimode optical fiber cable.
- (3) All Optical Fiber, Conductive, Plenum (OFCP) or Optical Fiber Conductive Riser (OFCR) rated fiber cable shall be properly grounded at both ends and may not be installed in the same cable tray or conduit as power cables.
- (4) All ANSI/TIA/EIA-568-B requirements for fiber cable installation, testing, and termination will be observed.

VII. DATA CABLING/TELECOMMUNICATIONS (continued)

E. Data Fiber Cable Installation.

(5) All strands of each fiber cable shall be terminated at each end of the cable, with either Straight Tip (ST) or Standard Connector (SC) connectors, as appropriate to the related equipment interface connector, and will be conveyed to the selected cable contractor upon request.

FIGURE 1



SC Connector

FIGURE 2



ST Connector

(6) Supply several sets of fiber patch cords that should not only serve immediate switch connection concerns, but allow for possible switch update connections in the future. The unused fiber patch cables will be kept in reserve at this site, in the event that such switch updates do occur.

F. Data Fiber Cable Specifications.

(1) All fiber cable shall be 6-strand, multimode, tight buffered, 50 x 125 μm optical fiber, rated OFCP or OFCR as appropriate, and must be clearly marked as such on the cable sheathing.

(2) All fiber link cable runs, shall be run within orange, plenum rated inter-duct, and appropriately sized according to the number of fiber runs to be contained.

(3) Both the fiber cable sheathing and the protective inter-duct shall be colored orange to denote multimode fiber.

G. Wall Input/Output (I/O) Face Plates for Work Area I/O Connections. Work areas will have a quad or hex outlet plate connector with four or six RJ-45 connectors (see diagram). Extra outlet plate connectors will also be required in some common areas. All drops will be identified and numbered on the office floor plan prior to installation. Each of the four or six connectors will be cabled with 4-pair balanced twisted-pair cable. The data cables will be category 6 as listed in the cable specification block. These cables will be terminated with RJ-45 connectors at the device end. The other end will be punched down on an RJ-45/110-type patch panel in the LWV wiring cabinet. Each quad plate MUST be labeled with the work station number (1, 2, etc.) and the A, B, C, etc. format. Each connection MUST be identified as (1A, 1B, 2A, 2B, etc.) on the corresponding patch panel location.

VII. DATA CABLING/TELECOMMUNICATIONS (continued)

FIGURE 3



Quad Plate
Quad Plate – Ports A, B, C – Data
Port D- Phone

FIGURE 4



Hex Plate
Hex Plate – Ports A, B, C, D, E - Data
Port F – Phone

VIII. LAN/WAN/VOICE CABINET

The Government will provide the LAN/WAN/VOICE cabinet, and a cable installation contractor will provide and install the wiring, cabling, and patch panels in the cabinet as specified by the TSD Group Manager. Patch panels will be RJ-45/110 type and appropriately-sized, based upon the number of quad and/or hex outlet plates. A wire service loop that will allow the cabinet to freely move a minimum of six feet in any direction will be installed by the cable installation contractor as part of the cable installation. The RJ-45/110 type patch panel must be mounted in the cabinet in the place designated by the TSD Group Manager.

IX. COPIES OF RELATED DOCUMENTS

- A. Copies of Federal Telecommunications Recommendations (FTRs). Copies of FTRs are available from:

National Communications System (NCS), Technology and Standards Division (N6)
701 South Court House Road
Arlington, Virginia 22204-2198
Telephone: (703) 607-6204

- B. Copies of the specifications and related documents. Copies of the specifications and related documents can be obtained from:

- (1) Global Engineering Documents
15 Inverness Way East
Englewood, Colorado 80112
Telephone: (800) 854-7179 or
(303) 397-7956
www.global.ihs.com
- (2) National Resource for Global Standards
www.nssn.org

INITIALS: Lessor: _____ & Government: _____

SOLICITATION PROVISIONS
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (MAR 1998)

(a) Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

- (i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and
- (ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

- (A) It was sent by registered or certified mail not later than the 5th calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).
- (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.
- (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays.
- (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

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- (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.
- (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.
- (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.
- (4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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- (5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.
- (7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.
- (d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:
- (1) Mark the title page with the following legend:
- This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].
- (2) Mark each sheet of data it wishes to restrict with the following legend:
- Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (e) Lease award.
- (1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a lease after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (7) The unconditional written acceptance of an offer establishes a valid contract.
- (8) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;

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- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
 - (iii) A summary of the rationale for award.
2. 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.
3. 552.270-3 - PARTIES TO EXECUTE LEASE (SEP 1999)
- (a) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of his power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.
 - (b) If the Lessor is a partnership, the lease must be signed with the partnership name, followed by the name of the legally authorized partner signing the same, and, if requested by the Government, a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.
 - (c) If the Lessor is a corporation, the lease must be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority so to act shall be furnished.
4. 52.233-2 - SERVICE OF PROTEST (AUG 1996) (VARIATION)
- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.
 - (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
5. 552.233-70 - PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF AGRICULTURE (USDA) (MAR 2000)
- (a) The following definitions apply in this provision:

"Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the protester may request review by someone other than the CO; this person will be designated by USDA pursuant to FAR 33.103 (d)(4).
 - (b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. USDA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.
 - (c) A protest filed directly with the Department of Agriculture (USDA) must:
 - (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.
 - (3) State whether the protester chooses to have the Contracting Officer or another designated official USDA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
 - (4) Include the information required by FAR 33.103(d)(2):

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- (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (d) An interested party filing a protest with USDA has the choice of requesting either that the Contracting Officer or another designated official for USDA decide the protest.
- (e) The decision by another designated official for USDA is an alternative to a decision by the Contracting Officer. The other designated official for USDA will not consider appeals from the Contracting Officer's decision on an agency protest.
- (f) The following procedures apply to information submitted in support of or in response to an agency protest:
- (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (in writing, in the protest letter).
 - (2) USDA procedures do not provide for any discovery.
 - (3) The deciding official has discretion to request additional information from the protester. However, the deciding official will normally decide protests on the basis of initial information provided by the protester.
- (g) A protester may represent itself or be represented by legal counsel. USDA will not reimburse the party for any legal fees related to the agency protest.
- (h) USDA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (i) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision will be written.
- (j) USDA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of USDA.
6. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)
- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
 - (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
 - (c) The telephone number of receiving facsimile equipment is: [insert telephone number].

- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

7. FLOOD PLAINS AND WETLANDS (APR 1984)

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined it to be the only practicable alternative.

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REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)	Solicitation Number	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (JAN 2007)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The Offeror represents as part of its offer that it is, is not a small business concern.
- (2) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, as part of its offer, that—
- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- TIN: _____
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(f) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - Name and TIN of common parent:
- Name _____
- TIN _____

6. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to

INITIALS: _____ & _____
LESSOR GOVERNMENT

**PRELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

The Offeror or the Offeror's representative shall complete this form based on a walk-through of the building or their knowledge of the building's fire protection and life safety systems. This form consists of a series of short answer and yes/no/not applicable questions related to the building's fire protection and life safety systems.

1. Fundamental Code Requirements.

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.

2. Definitions.

- a. **Low-Rise Building:** A building less than 75 feet in height where the building height is measured from the lowest level of fire department vehicle access to the floor of the highest occupied floor. A building that is 5 stories or less in height is typically considered a low-rise building.
- b. **Hazardous Areas:** Any space or compartment within a building in which storage or other activity exists that is not part of normal office space arrangements and that possesses the potential for producing a fully involved fire. Such areas used for: the storage or use of combustibles or flammables; toxic, noxious, or corrosive materials; or heat producing appliances, etc. (as defined in the latest edition of NFPA 101, *Life Safety Code*).

The Offeror states, s part of this offer, that the proposed space/building is as described below and that the information provided is accurate. In addition, the Offeror agrees all features and devices described below are in operating order and properly maintained. **THIS SFO PRELEASE FORM WILL BE COMPLETED BY THE OFFEROR OR THE OFFEROR'S REPRESENTATIVE.** Please provide additional pages should this form not provide sufficient space to respond adequately to any question.

BUILDING ADDRESS			
Building Name:			
Building Address:			
City:			
State:			
9-Digit Zip Code:			
BUILDING CODE AND FIRE CODE ADOPTED BY LOCAL JURISDICTION			
Building Code:		YEAR:	
Fire Code:		YEAR:	
SIZE AND LAYOUT			
The following information applies to (check one):			
<input type="checkbox"/> an existing building <input type="checkbox"/> a building planned for lease construction <input type="checkbox"/> a building planned for lease construction with Government option to purchase			
Identify each floor in which space is offered to Government:			
Identify gross square footage of space offered to Government on each floor:			
Identify height (in feet) of the building above the lowest level of fire department vehicle access:			
Identify the number of floors above the lowest level of fire department vehicle access:			
Identify the number of floors below the lowest level of fire department vehicle access:			
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)			
<input type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input type="checkbox"/> Storage	<input type="checkbox"/> Retail
<input type="checkbox"/> Other (list)			

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

BUILDING CONSTRUCTION TYPE (Check One)			
<input type="checkbox"/> Fire resistive	<input type="checkbox"/> Heavy Timber	<input type="checkbox"/> Ordinary	<input type="checkbox"/> Wood Frame
<input type="checkbox"/> Unprotective non-combustible			
VERTICAL OPENINGS (CHECK ONE)			
Between Two or More Floors			
Exit Stairways	<input type="checkbox"/> open	<input type="checkbox"/> enclosed with doors, provide description	
Shafts	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description	
Atrium	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description	
Other	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description	
None	<input type="checkbox"/>		
ELECTRICAL SYSTEM			
Please Check YES, NO, or NA to the following question:			YES
The building electrical system appears to comply with the NFPA 70, <i>National Electrical Code</i> in that there are no obvious deficiencies (e.g., temporary wiring, use of extension cords, deteriorated equipment, missing equipment, etc.). If potential problems are noted, describe on an attached sheet.			NO
			NA
BUILDING EGRESS AND EXITING SYSTEM			
Please Check YES, NO, or NA to the following questions:			YES
Unrestrictive access is provided to a minimum of two exits on each floor.			NO
Scissor stairs count as only one approved exit.			NA
Fire escapes are not counted as an approved exit.			
Corridors have a 1-hour fire-resistive rating.			
Exit access is at least 44 inches wide.			
All exit stairways terminate directly at a public way or at an exterior exit discharge.			
All exit doors swing in the direction of exit travel.			
BUILDING PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS			
Please Check YES, NO, or NA to the following questions:			YES
The minimum separation distance between two exits or exit access doors measured in a straight line between the exits or exit access doors shall not be less than one-third the length of the maximum overall diagonal dimension of the building or area served.			NO
The travel distance to the exits is not more than 300 feet.			NA
The maximum length of a dead-end corridor is 50 feet.			
The common path of travel is not more than 100 feet in length.			
BUILDING NOT PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS			
Please Check YES, NO, or NA to the following questions:			YES
The minimum separation distance between two exits or exit access doors measured in a straight line between the exits or exit access doors shall not be less than one-half the length of the maximum overall diagonal dimension of the building or area served.			NO
The travel distance to the exits is not more than 200 feet.			NA
The maximum length of a dead-end corridor is 50 feet.			
The common path of travel is not more than 75 feet in length.			

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

STANDPIPES AND PORTABLE FIRE EXTINGUISHERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Standpipes are installed in building.			
Portable fire extinguishers are installed in building.			
BUILDING EXIT HARDWARE AND EGRESS DOORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
All exit stairway doors are in proper working order.			
All exit stairway doors are self-closing or automatic-closing; and self-latching.			
In an emergency, all exit stairway doors permit re-entry from the exit stairway enclosure to the interior of the building.			
Exit doors require one action to open (e.g., no locks, locked during unoccupied periods only). NOTE: Special locking arrangements may be permitted if allowed by local jurisdiction.			
AUTOMATIC FIRE SPRINKLERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Automatic fire sprinklers are installed throughout the building.			
Automatic fire sprinklers are installed in all below-grade space.			
Automatic fire sprinklers are installed only in corridors.			
Automatic fire sprinklers are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).			
Automatic fire sprinklers are installed in other locations in the building (describe locations on additional sheet).			
Central Sprinkler Company's Omega line of fire sprinklers are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).			
Automatic fire sprinklers having an "O-Ring" are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).			
The automatic fire sprinkler system is electronically supervised in accordance with NFPA 13, <i>Standard for Installation of Sprinkler Systems</i> .			
The automatic fire sprinkler system is maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> .			
SMOKE DETECTORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Smoke detectors are installed throughout the building.			
Smoke detectors are installed only in corridors.			
Smoke detectors are installed only in elevator lobbies.			
Smoke detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).			
Smoke detectors are installed in other locations in the building (describe other locations on additional sheet).			
Duct smoke detectors are installed in the building.			
HEAT DETECTORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Heat detectors are installed throughout the building.			
Heat detectors are installed only in corridors.			
Heat detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).			
Heat detectors are installed in other locations in the building (describe other locations on additional sheet).			

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

FIRE ALARM SYSTEM			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
A fire alarm system is installed in the building.			
Audible alarm notification appliances are installed and located throughout the building to be effectively heard above normal conditions of occupancy.			
Visible alarm notification appliances are installed and located throughout the building.			
Operation of the fire alarm system automatically notifies building occupants to evacuate or relocate within the building.			
Operation of the fire alarm system automatically notifies the local fire department of UL central station service.			
Emergency power is provided for the fire alarm system.			
The fire alarm system has emergency voice communication capabilities.			
The fire alarm system is maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm Code</i> .			
HAZARDOUS AREAS Hazardous Areas as defined by NFPA 101, <i>Life Safety Code</i>			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Hazardous areas are located in the building.			
List location of all hazardous areas in the building (describe locations on additional sheet).			
EXIT SIGNS, EMERGENCY LIGHTING, & EMERGENCY POWER			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Illuminated exit signs are installed along exit paths.			
Emergency lighting is installed along exit paths.			
Emergency power is provided for building's life safety systems (e.g., exit signs, emergency lighting, fire alarm, etc.).			
An emergency generator is installed in the building to provide emergency power to the building's life safety systems.			
A UPS system is installed in the building to provide emergency power to the building's life safety systems.			
INTERIOR FINISH			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Offered space has corkboard installed on walls.			
Offered space has carpet installed on walls.			
Offered space has wood paneling installed on walls.			
ELEVATORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Elevators have a current certificate of elevator inspection from the local jurisdiction.			
Elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service.			
Elevators are automatically recalled by smoke detectors located in elevator lobbies and machine rooms.			
Elevators recall to an alternate level when activated by primary level smoke detector.			
Elevators are equipped with fireman's manual capture feature.			
PUBLIC ADDRESS SYSTEMS			
Please Check YES, NO, or NA to the following question:	YES	NO	NA
An independent public address system is provided throughout the building.			

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S PRE-LEASE BUILDING SECURITY PLAN
EVALUATION FOR AN OFFICE BUILDING

The Offeror must complete a report based on a walk through of the building, parking areas, and structure's perimeter that includes the review of windows or window systems, facade protection level, and perimeter evaluation.

The Offeror states, as part of this offer, that the proposed space/building is as described below and contains the identified features and devices. Should this exhibit not provide sufficient space to respond adequately to any question, additional pages should be attached.

BUILDING ADDRESS	
BUILDING NAME:	
BUILDING ADDRESS:	
CITY:	
STATE:	
Year Built:	Year Last Renovated:
SIZE AND LAYOUT	
The following information applies to (check one):	
<input type="checkbox"/> an existing building <input type="checkbox"/> a building planned for lease construction	
Space offered to Government (By Floor):	
Approximate gross area of typical floor (identify atypical floors individually)	
Building Height in Feet:	
Number of Stories Above Grade	
Number of Stories Below Grade:	
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)	
Restaurants:	_____
Laboratories:	_____
Storage:	_____
Retail:	_____
Day Care Center:	_____
Other, list:	_____

PRE-LEASE BUILDING SECURITY PLAN

GENERAL INFORMATION

Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.

Identify the number of stories of the building (above and below grade)

Identify the approximate gross square footage per floor in the building.

Identify the proposed floors offered to the Government to occupy

<u>Exterior Materials</u>	<u>Yes</u>	<u>No</u>
Brick		
Block		
Concrete – Precast		
Concrete – Poured		
Metal Panels		
Glass Exterior		

Answer each question below, then, identify and discuss measures to be taken to protect and secure utilities.

<u>Question</u>	<u>Yes</u>	<u>No</u>
Is the water supply to the building protected?		
Is the main unit of air/ventilation system accessible to the public?		
Is the wire closet locked?		
Is utility access locked?		
Is there exterior access to the electric service?		
Is there exterior access to the gas service?		
Is there exterior access to the water service?		
Is there exterior access to the telephone service?		
Is there exterior access to any other heating source?		
Is fuel stored within the building?		
Are there exterior propane fuel tanks?		
For the facilities with exterior propane fuel tanks, are they protected?		

Pre-lease Exhibit, Security Evaluation p. 2

Lessor _____ Gov't _____

PRE-LEASE BUILDING SECURITY PLAN

PERIMETER INFORMATION

General Public Access	Distance in Feet
Distance in feet from the building to the nearest public street.	
Distance in feet from the building to the nearest public on-street parking.	
Distance in feet from the building to the nearest public parking lot.	

Provide a site sketch showing perimeter distances.

Describe the building's emergency lighting system.

Identify and describe the lighting levels provided at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage "crimes against persons".

Identify and describe if emergency power is provided within the building.

If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110 or NFPA 111, as applicable.

Identify and describe any garage or parking area control or surveillance systems in place.

Identify and describe the location of mechanical areas, along with protocol and procedures taken to secure these areas to ensure access by only authorized personnel.

Identify and describe roof access and the roof security, along with protocol and procedures taken to secure the roof to ensure access by only authorized personnel.

Identify and describe alarm/emergency notification system.

Review and evaluate the occupancy emergency plan.

Identify and describe window-glazing system, including,

- Typical size
- Thickness of panes
- Type of frame
- Type of anchorage
- Number of windows
- Type of glass
- Type of configuration (single-pane, insulated, laminated, etc.)
- Security film thickness (if installed)
- Date film was installed

If the proposed shatter-resistant window film is less than the 0.18 millimeter (7 mil) thickness specified in the SFO, a licensed professional engineer shall complete the evaluation specified below.

PRE-LEASE BUILDING SECURITY PLAN

For Build-to-Suit Solicitations and Alternative Blast Mitigation Proposals - NOT APPLICABLE

A registered Professional Engineer shall complete the evaluations for window glazing and facade protection. The Professional Engineer's stamp (professional license) must be placed on the report.

For Build-to-Suit solicitations, identify and describe window systems in accordance with WINGARD 4.1 or later or WINLAC 4.3 software using the test methods provided in the US General Services Administration *Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings* - ASTM International.

For Build-to-Suit solicitations, identify and describe the facade protection level as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

For Build-to-Suit solicitations, identify and describe the distance from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion), around the complete circumference of the structure's exterior. This would mean the distance from the building to the curb or other boundary protected by bollards, planters or other barrier. All potential points of explosion must be evaluated that could be accessible by any motorized vehicle (i.e. street, alley, sidewalk, driveway, parking lot).

Pre-lease Exhibit, Security Evaluation p. 4

Lessor _____ Gov't _____

PRE-LEASE BUILDING SECURITY PLAN - NOT APPLICABLE

STATEMENT OF PROFESSIONAL ENGINEER

I hereby attest that I have performed an assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION(S), AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS OR SECURITY REFERENCE DOCUMENTS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(if no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report)

Signature: _____ Date: _____

Printed Name: _____

Name of Firm: _____

Phone #:(____) _____

License Number: _____

Stamp Here:

PRE-LEASE BUILDING SECURITY PLAN - NOT APPLICABLE

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the minimum specified performance conditions '3b' using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings - ASTM International, the Offeror shall attach a sheet describing the exact nature of the deficiency and will bring the offered space up to compliance with all applicable criteria to complete at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

The Offeror shall attest below that the government, may implement all security operating standards. The base building security standards may include additional performance criteria for facade and setback, if feasible.

NOTE: REPORTS SUBMITTED WITHOUT RECOMMENDED CORRECTIVE ACTIONS WILL BE RETURNED WITHOUT REVIEW.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

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AGENDA ITEM 6:

**PRESENTATION OF W.A.M.Y. COMMUNITY ACTIONS, INC.'S, 2012-2013
COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION**

MANAGER'S COMMENTS:

W.A.M.Y. Community Action, Inc. is required to present their Community Anti-Poverty grant application to each Board of County Commissioners that it serves. The report is for information only; therefore, no action is required.

W.A.M.Y. COMMUNITY ACTION, INC.

225 Birch Street, Suite 2
Boone, North Carolina 28607-2688
Telephone: 828.264.2421 Fax: 828.264.0952
Email: wamyadmin@charter.net

Mary Ann Cole, Chairperson Jane Lentz, Executive Director

MEMO

TO: Clerk of County Commissioners & County Commissioners
RE: CSBG 2012-2013 Grant Application for January Agenda
FROM: Debbie Bowman, Self-Sufficiency Program Coordinator
DATE: December 22, 2011

To be in compliance with North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] we respectively submit our 2012-2013 grant application for the Community Services Block Grant (CSBG). This years application is the fourth year of our multiple-year (5 years) grant cycle.

Funding from the CSBG is the only source of funding for WAMY’s Total Family Development (TFD) Program, a self-sufficiency program. The TFD program provides a variety of services designed to assist low-income families in attaining the skills, knowledge, and motivation necessary to achieve self-sufficiency. WAMY has a primary focus of providing educational assistance to help participants rise above the federal poverty guidelines.

We appreciate your willingness to review this grant application and all the work you each do for the community in which you serve.

AVERY COUNTY
P.O. Box 222
723 Cranberry Street

MITCHELL COUNTY
29 Crystal Street
Spruce Pine, NC 28777

YANCEY COUNTY
P.O. Box 596
1019 E US Hwy 19E

North Carolina Department of Health and Human Services



Community Services Block Grant Program

Fiscal Year 2012-13 Application for Funding
 Project Period July 1, 2012 – June 30, 2013
 Application Due Date: February 15, 2012

Applicant Information	
Agency:	W.A.M.Y. Community Action, INC.
Federal I.D.	56-0816292
DUNS Number:	070628615
Administrative Office Address:	225 Birch Street, Suite 2, Boone, NC 28607
Mailing Address:	Same as above
Telephone Number:	(828)264-2421
Board Chairperson:	Mary Ann Cole
Board Chairperson's Address: (where communications should be sent)	897 Blowing Rock Rd., Boone, NC 28607
Board Chairperson's Term of Office:	Jan. 2007-Dec. 2014 (second term)
Executive Director:	Jane T. Lentz
Executive Director Email Address:	jane@wamycommunityaction.org
Agency Fiscal Officer:	Melissa Soto
Fiscal Officer Email Address:	melissa@wamycommunityaction.org
CSBG Program Director:	Debbie Bowman
CSBG Program Director Email Address:	debbie@wamycommunityaction.org

North Carolina Department of Health and Human Services
 Office of Economic Opportunity
 Verna P. Best, Director
 2013 Mail Service Center
 Raleigh, North Carolina 27699-2013
verna.best@dhhs.nc.gov
<http://www.ncdhhs.gov/oeo/>

Checklist to Submit a Complete Community Services Block Grant (CSBG) Application

Please put a check mark in the appropriate box to show that you have included the completed document with your application.

Item	Included (√) or N/A
Signed Application Certification (blue ink only)	
Signed Board Membership Roster (blue ink only)	
Board of Directors Officers and Committees	
Planning Process Narrative	
Form 210 – Agency Strategy for Eliminating Poverty	
Form 212 – One Year Work Program	
Monitoring, Assessment and Evaluation Plan	
Form 212A – CSBG Administrative Support Worksheet (if applicable)	
Form 225 – Agency Budget Information	
Form 225N-Budget Narrative	
Documentation of Submission to County Commissioners	
<u>Appendices (to be attached by the Applicant):</u>	
• Organizational Chart	
• Job Description and Resume for the Agency's Executive Director	
• Job Description and Resume for the Agency's Chief Financial Officer	
• Affirmative Action Plan	
• Documentation of Public Hearings for Initial Planning Process:	
Copy of Public Notice(s) from Newspaper(s)	
Agenda of Public Meeting(s)	
Copy of Attendance Sheet(s)	
Minutes of Public Meeting(s)	
• Documentation for Notice of Intent to Apply:	
Copy of advertisement(s)	
• Documentation of Submission to County Commissioners:	
Certified document from county clerk	
Commissioners' comments or minutes (if applicable)	
• Cognizant-Approved Indirect Cost Agreement	
• Cost Allocation Plan	

**Community Services Block Grant Program
Fiscal Year 2012-13 Application for Funding
Certification and Assurances**

Public Hearing on the Initial Plan

We herein certify that a public hearing as required by 10A NCAC 97B .0402 Citizen Participation in the Application Process occurred on Feb. 24, 2009 for the initial planning process for the agency's current project plan and the agency has maintained documentation to confirm the process of the public hearing.

For multi-county providers, indicate the date and the county the hearing was held.

Date	County	Date	County
See above	Watauga		
See above	Avery		
See above	Mitchell		
See above	Yancey		

County Commissioners' Review

We herein certify that the application for this project period was submitted to the Board of County Commissioners for review and comment on December 20, 2011 as required by 10A NCAC 97C .0111(A).

For multi-county providers, indicate the county and date the application for funding was presented to the Board of County Commissioners as required by 10A NCAC 97C .0111(B).

Date	County	Date	County
12/20/2011	Watauga		
12/20/2011	Avery		
12/20/2011	Mitchell		
12/20/2011	Yancey		

Board of Directors Approval of the Application

I hereby certify that the information contained in the attached application is true and the Board of Directors has reviewed and approved this application for the Community Services Block Grant Program.

Date of Board Approval: _____

Board Chairperson: _____
(Signature) (Date)

Finance Committee Chairperson: _____
(Signature) (Date)

Board of Directors' Membership Roster

Total Seats Per Agency Bylaws	18		Total Current Vacant Seats	3		
Total Number of Seats Reserved for Each Sector	Poor	6	Public	7	Private	5
Total Number of Vacant Seats Per Each Sector	Poor	1	Public		Private	2

Name	County of Residence	Address	Community Group/Area Represented	Date Initially Seated [month/year]	Number of Terms Served [completed]	Current Term Expiration [month/year]
Representatives of the Poor						
1. Burluson, Stella	Avery	521 Little Buck Hill Rd., Newland, NC 28657	NC Forest Service	4/1/10	1	12/31/12
2. Watts, Lori	Watauga	356 Greer Lane, Villas, NC 28692	Mental Health	2/22/11		12/31/14
3. Crowder, Toby	Yancey	1150 Arbuckle Rd., Burnsville, NC 28714	DMV Examiner	1/1/08	1	12/31/13
4. Vacant	Mitchell			1/1/10		12/31/13
5. Willard, Bobbie	Watauga	311 Bennett Way, Boone, NC 28607	Avery Coop. Ext.	1/1/2005	1	12/31/12
6. Miller, John	Yancey	20 Academy Street, Burnsville, NC 28714	Reconciliation Hous	1/1/09		12/31/12
Public Elected Officials						
1. Cole, Rose	Avery	421 Lakeville Rd., Newland, NC 28657	Retired	1/1/05	1	12/31/12
2. Heath, Scott	Avery	P.O. Box 682, Banner Elk, NC 28607	County Comm.	1/1/06	1	12/31/13
3. Graham, Dan	Yancey	643 Upper PigPen Rd., Green Mountain, NC 28740	Retired School Coun	Pending		12/31/14
4. Coffey, Joy	Watauga	P.O. Box 1414, Boone, NC 28607	Retired Banker	1/1/09		12/31/13
5. Hensley, Bryan	Yancey	416 Fir Rd., Burnsville, NC 28714	Post Master	1/1/08		12/31/12
6. Dipietrantonio, Debby	Mitchell	2525 Hughes Gap Rd., Bakersville, NC 28705	NC Forest Service	1/1/11		12/31/14
7. Styles, Ruthie	Mitchell	PO Box 35, Spruce Pine, NC 28777	Bereavement Couns	1/1/09		12/31/12
Representatives of Private Organizations						
1. Berckemeyer, Donita	Avery	1825 Land Harbor, Newland, NC 28657	Sr.Ctr.employ	1/1/09	1	12/31/11
2. Godwin, Nancy	Mitchell	88 Mountain Breeze Dr., Spruce Pine, NC 28777	Mayland CC	10/1/07		12/31/11
3. Cole, Mary Ann	Watauga	897 Blowing Rock Rd., Boone, NC 28607	Self-Employed	1/1/07	1	12/31/11
4. Vacant	Mitchell			1/1/10		12/31/13
5. Vacant	Yancey			1/1/09		12/31/12

The signature of the Board of Directors Chairperson certifies that the persons representing the poor were selected by a democratic process and that there is documentation on file that confirms the selection of all board members. In addition, by signing below, the Board of Directors Chairperson confirms that the selection of all board members coincide with the directives outlined in the agency's bylaws. A current Board of Directors Member Profile is on file for each member.

Board of Directors Chairperson

**Community Services Block Grant Program
Fiscal Year 2012-13 Application for Funding
Planning Process Narrative**

ROMA Goals 1, 3 and 5 Low income People Become More Self-Sufficient; Low income People Own a Stake in their Community; Agencies increase their capacity to achieve results	DHHS Excels-Goal 2 Expand understanding and use of information to enhance the health and safety of North Carolinians
---	---

1. Explain in detail how each of the following was involved in the planning and development of this strategic plan.

a. **The Poor:** Community needs surveys were given out to all local human service agencies for case workers to give to low-income and disadvantaged clients to fill out at the beginning of our planning process. The surveys were also placed in the lobbies of human service agencies, and were distributed to other local businesses. In addition, all WAMY Board members completed the survey, one-third of whom are low-income representatives. 74% of survey participants, or 296 people, were human service agency customers. The following is a chart showing annual income information for all survey participants:

Family Annual Income

11%	less than \$5,000
29%	\$5,001-\$10,000
23%	\$10,001-\$15,000
7%	\$15,001-\$20,000
7%	\$20,001-\$25,000
6%	\$25,001-\$30,000
17%	more than \$30,000

As shown, the two largest brackets were participants whose family annual income was between \$5,001 and \$10,000 and \$10,001 and \$15,000. We can infer then, that most survey participants could be considered “poor.” During follow-up focus groups, demographic information was not collected; however, based on contact information gathered, we can assume there were at least several low-income representatives that participated in each group.

b. **The Staff:** All WAMY staff completed community needs surveys and participated in the follow-up focus groups. Additionally, 15% of survey participants, or 60 people, were human service agency staff members. These staff members work with clients of similar demographics to WAMY’s clientele base, so brought good insight to the table. WAMY also facilitates bi-monthly staff meetings to discuss program and client needs, positives, negatives, and areas that need improvement. Issues of program accomplishments and sustainability are continually discussed and informal short and long-term plans are created and implemented to ensure overall agency and individual program success.

c. **The Board:** All Board members completed WAMY’s comprehensive community needs assessment, and many also participated in the follow-up focus groups. The Planning and Evaluation Committee met to determine those strategies recommended for funding during the next five years. That committee discussed various program and budget options prior to presentation to the full Board of Directors for preliminary approval. Following the prescribed review and comment period and after the Public Hearing, the Board gave final approval to the Agency Strategy for Eliminating Poverty and the One-Year Work Program and Budget.

ROMA Goal 5 Agencies increase their capacity to achieve results	DHHS Excels-Goals 1 and 2 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Expand understanding and use of information to enhance the health and safety of North Carolinians
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2. Describe your agency's method and criteria for identifying poverty causes and list the identified causes. Also describe the methods and criteria used to determine priority and selection of strategies to be implemented that will address the poverty causes.

A survey was created by a senior, college intern with a focus and background in community and regional planning. The survey sought to gather information regarding participant demographics, community strengths and weaknesses, existing community resources, and needed community resources in response to the causes and effects of poverty. Follow-up focus groups identified the very same needs as the survey, then overlap between the survey and focus groups were determined to identify the area of highest need. The survey was distributed to local human service agencies, local government offices, local businesses, and medical facilities. The follow-up focus group was advertised through local newspapers, radio stations, through e-mail, and by word of mouth. 400 people completed the community needs survey, and a total of 26 people participated in the follow-up focus groups. The following poverty causes and conditions within the area were identified from analysis of the data:

Poverty Causes:

- 1) Lack of education (assistance for drop-outs, more educational opportunities, and financial literacy)
- 2) Lack of employment (help obtaining jobs, job training, and job development)
- 3) Need for affordable housing
- 4) Lack of transportation (help w/ car repair, more public transportation, etc.)
- 5) Coordination of information and referral (more resources for low-income people, better access to programs)

ROMA Goal 1, 2, 3 and 6 Low income People Become More Self-Sufficient; The conditions in which low income people live are improved; Low-income people own a stake in their community; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems	DHHS Excels- Goal 4 Provide services to individuals and families identified as being at risk of compromised health and safety.
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3. Describe activities that your agency has undertaken or plans to advocate for and empower low-income individuals and families to achieve a greater sense of authority over their own lives and future.

Through our participation on numerous community boards, planning committees, advisory councils, and initiatives, the staff of WAMY Community Action advocates for greater inclusion of low-income representatives and consideration of their unique needs and concerns. One of the ways that the agency has sought to empower low-income individuals and families to achieve a greater sense of authority over their own lives is by enlisting their participation and involvement in the development and implementation of the agency's plans and programs. Thus, low-income persons participate directly and extensively in the identification of the chief causes of poverty and the major needs of the poor in communities within the agency's four-county service area. They were also involved in the development of strategies to alleviate poverty at the root level and to enhance the quality of life of the citizens of these four counties.

In addition, one-third of the members of the Board of Directors are chosen democratically at community meetings attended by low-income individuals. Those six Board members represent the needs and views of the low-income population at Board meetings and in other contexts. Moreover, the achievement of success in the CSBG MicroBusiness Program, and other agency programs enables low-income persons to become economically self-sufficient and empowers them to participate fully and with dignity in the political, social, and economic life of their communities. Those successes will also enable them to develop leadership potential and to influence decisions that affect their lives.

Future plans to empower low-income women include creation of training modules specifically tailored to their needs and life goals, including but not limited to: financial literacy, home and car maintenance, job skills training, and basic computer skills. This will be housed in our Family Resource Center, which offers child care facilities, a full-scale kitchen, and classroom for workshops and educational programming.

ROMA Goals 1, 2, 4, 5 and 6 Low income People Become More Self-Sufficient; The conditions in which low income people live are improved; Agencies increase their capacity to achieve results; Partnerships among supporters and providers of services to low-income people are achieved; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and support systems	DHHS Excels-Goals 1 and 2 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Expand understanding and use of information to enhance the health and safety of North Carolinians
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4. Describe how your agency plans to make more effective use of, and to coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources; religious organizations, charitable groups, and community organizations.

Over the years, this agency has worked closely with other community agencies and organizations to provide the resources and supportive services needed by low-income individuals and families to become self-sufficient. In order to make better use of other resources and to coordinate more effectively with other programs, W.A.M.Y. has made a commitment to continue to be an active partner with the JobLink Career Centers in all four counties. Other collaborative efforts include, but are not limited to, involvement on Work First Advisory Committees, Habitat for Humanity, System of Care Initiatives, Partnership for Children Boards, Juvenile Crime Prevention Committees, Interagency Task Force groups, county Child Protection Teams and Youth Councils across the four-county area.

5. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations.

In all 4 counties of our service area, efforts are made to integrate the delivery of services, avoid duplication, and maximize available resources. Initially, individuals identified as eligible for W.A.M.Y.'s Total Family Development Program receive a comprehensive assessment of their strengths and needs to assist the case manager in developing an individual and on-going plan of action to meet the goals of the participant. Activities are closely coordinated with other area agencies, such as Department of Social Services, Workforce Investment Act, community colleges, and other programs to support the family in achieving their goals. When appropriate, referrals are made to W.A.M.Y.'s Weatherization Assistance, HARRP, and MicroBusiness Programs to assist families to overcome barriers to self-sufficiency. W.A.M.Y. staff works with area resources to identify gaps in services and to create the means to fill those gaps.

ROMA Goal 2, 4 and 6 Low income People Become More Self-Sufficient; Partnerships among supporters and providers of services to low-income people are achieved; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems	DHHS Excels-Goals 1 and 3 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Offer outreach and services to individuals and families identified as being at risk of compromised health and safety.
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6. Provide a description of how your agency will support innovative community and neighborhood-based initiatives related to the purposes of the Community Services Block Grant (fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting).

Families are empowered when allowed to participate on an equal basis in planning for their future and when given a voice in all aspects of their lives. One community model that supports this view is called “system of care,” an organized network of services that include parents as integral components of a team in obtaining the resources they need. W.A.M.Y. supports “system of care” (SOC) initiatives in its constituent counties both in the planning process and in implementation of SOC objectives. W.A.M.Y. also promotes the concept that “information is power.” Families who have information about resources and who know how to access them are in a better position to meet their goals of self-sufficiency. To this end, the agency has been instrumental in publishing a resource directory in one of its counties. Finally, agency staff promotes and makes clients aware of any new and innovative community initiatives which strengthen the family unit either through education and/or services.

ROMA Goal 5 and 6 Agencies increase their capacity to achieve results; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems	DHHS Excels-Goals 1 and 5 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Provide services and protection to individuals and families experiencing serious health and safety needs who are not, at least temporarily, able to assist themselves.
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7. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

W.A.M.Y. Community Action, Inc. coordinates closely with agencies that provide emergency assistance to forestall hunger and malnutrition. These agencies include, but are not limited to, the Hunger Coalition of Watauga County, RAM Emergency Food Pantry, the American Red Cross, USDA Commodities Program (TEFAP), Manna Food Bank, Project on Aging, the Salvation Army, Shelter Rock Ministries, local churches, community organizations, and civic groups. W.A.M.Y.’s former CSBG Coordinator has served as chair on the Avery County Emergency Food and Shelter Program Local Board in order to ensure that any excess FEMA funds would be made available in the county. She also co-chaired the Avery County CROP Walk for Hunger for seven years. This event brings in an average of five thousand dollars a year to the county to support the local food pantry. In 2005, the Total Family Development Program became a MANNA Food Bank agency to bring low-cost, nutritious food to families enrolled in the program. MANNA allows WAMY to order food for program participants at just .19 cents a pound, and in some cases, at no cost. WAMY also coordinates MANNA’s

monthly Fresh Produce Distribution for low-income families and individuals in Avery County; and collaborates with DayMark Recovery Services to provide site coordination and distribute produce. This distribution provides fresh produce to an average of 90+ families a month, twelve months a year.

8. Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Investment Act of 1998.

WAMY Community Action has long-standing linkages with governmental and social service agencies to assure the effective delivery of services to low-income families and to avoid duplication of such services. These linkages include participation on Department of Social Services boards, area Interagency Councils, and JobLink Career Centers in order to coordinate the provision of employment and training activities as well as other needed resources and services even more effectively and without unnecessary duplication. For example, our CSBG staff sit on JobLink Management Teams in three out of four counties served, and work very closely with the Workforce Investment Act staff to meet the employment and training needs of area residents. In Yancey County, our CSBG case manager is housed in the JobLink Center and works side by side with Employment Security Commission and Workforce Investment Act staff.

<p>ROMA Goal 4 and 6 Partnerships among supporters and providers of services to low-income people are achieved: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems</p>	<p>DHHS Excels-Goal 5 Provide services and protection to individuals and families experiencing serious health and safety needs who are not, at least temporarily, able to assist themselves.</p>
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9. Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance).

All CSBG case managers work closely with local Departments of Social Services in all four counties and are apprised in a timely manner by DSS staff about the application process and time frames for referral of low-income individuals to the LIHEAP Program. Case managers also refer qualified individuals to the Weatherization Assistance and HARRP programs on a regular basis. W.A.M.Y's Weatherization Coordinator routinely presents information concerning these programs to DSS staff and agency representatives in each county to ensure that all appropriate resources are used in provide energy assistance.

ROMA Goals 4 and 5 Partnerships among supporters and providers of services to low-income people are achieved; Agencies increase their capacity to achieve results	DHHS Excels-Goals 1 and 2 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Expand understanding and use of information to enhance the health and safety of North Carolinians
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1. Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.

Youth living in low income households often face the following challenges in academic and social settings:

- 1) Educational and technological resources are often not available in the home setting for students to complete homework and classroom assignments;
- 2) They are more likely to lack adequate food, warmth, and housing security than their middle and upper income counterparts;
- 3) They are more likely to be latch-key children and might be taking care of younger brothers and sisters at an earlier age;
- 4) They often feel the need to either drop out of high school or not attend college because of the family economic situation;
- 5) They are less likely to receive homework and tutoring help from the adults in their home.

In order to address the needs of low income youth from a grassroots and hands on perspective, WAMY Community Action has worked within the community to create the Avery Youth Opportunities (Avery YO!) Program. Avery YO! is a comprehensive partnership made up of the 21st Century Community Learning Center Program (funded by the Department of Public Instruction) for grades kindergarten through 8th, and the Avery County 4-H Afterschool Program. In 2007, WAMY received grant funding to incorporate health and wellness services into Avery YO! WAMY developed and implemented our 'Survivor: The Ultimate Afterschool Experience' into the varied afterschool services available to all Avery YO! students. Survivor is specifically an obesity-prevention, wellness program funded by Kate B. Reynolds Charitable Trust. WAMY collaborates with the Avery County 4-H and Cooperative Extension, the Avery County School system, Appalachian State University, Lees McCrae College, Mayland Community College, MANNA Food bank, GEAR-UP, Department of Social Services, DayMark Recovery Services, Cannon Memorial Hospital, the Avery YMCA, Avery Partnership for Children, and Parent to Parent and many more local agencies.

As a result of this collaboration, Avery YO! helps to alleviate poverty on a grassroots level for over 200 Avery County youth each year.

ROMA Goals 1 and 5 Low-income People Become More Self-Sufficient; Agencies increase their capacity to achieve results	DHHS Excels-Goal 1 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians.
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11. Describe activities that your agency has undertaken or plans to undertake to establish a pool of unrestricted funds to further the agency's mission and reduce dependency on government funding.

a. Funds to support services for low-income persons

- We solicit funds from local sources such as town and county government, United Way affiliates, and local and regional foundations. Our United Way funding has almost tripled in the past few years.
- We operate a thrift store and use the profit to enhance grant funds.

b. Funds to support the overall agency

- We have rented available office space to other agencies and utilized those funds to serve clients and promote our mission.
- We conduct regular fundraising events to benefit clients such as yard sales, a barbeque fund raiser, and annual Christmas auction.

We are presently exploring other fee for service projects to increase our capacity to help our client population.

ROMA Goal 2, 4 and 6 Low income People Become More Self-Sufficient; Partnerships among supporters and providers of services to low-income people are achieved; Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other support systems	DHHS Excels-Goals 1 and 3 Manage resources that provide an elevated level of effective and efficient delivery of services and programs to North Carolinians; Offer outreach and services to individuals and families identified as being at risk of compromised health and safety.
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12. Describe your agency's method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office[s].

With an established, 45+ year, presence in our rural, 4 county service area, referring the individuals and families we serve as well as those that 'walk-in' with needs, to appropriate services is second nature to how we operate on a daily basis. All Total Family Development Program customers complete an in-depth pre-assessment prior to receiving services; if child-care/support is an identified need, the customer is provided with the needed resources for obtaining services.

13. Does your agency calculate return on investment for your CSBG program? If so, please explain and give the calculation?

No, we do not.

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Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2009- June 30, 2014

(1) Poverty Cause Name Lack of Education/Lack of Job Skills

(2) Poverty Cause Description: The new economy places an increasing premium on education, however, in rural North Carolina educational attainment is falling behind urban areas. According to US Census figures, over 25% of area residents above age 24, or 15,162 persons, do not have a high school diploma. The four-county area has an average dropout rate of 4.62%. It is well known that family income serves as a reliable indicator for the other social and economic factors related to a youth's decision to drop out of school. Lack of education limits employment opportunities, life management skills, and decision-making capabilities. Local resources to address employment and training have decreased significantly in the past five years due to federal and state budget reductions.

(3) Priority Number 1

SECTION II. RESOURCE ANALYSIS (Use additional sheets if necessary)

(4) Resources Available: The local public school systems operate with an average cost of \$10,150 per pupil in 2010-2011; community colleges offer opportunities for general education and skills training; adult literacy programs operate in each county; dropout prevention programs operate within the public school systems; Title I programs are funded for educationally at-risk children; TRIO projects such as Upward Bound and Talent Search, which encourage first generation, low-income high school students to stay in school and go on to college operate out of the local community colleges and universities; the Gear-Up Program designed to increase the number of students who enter and are successful in college; Total Family Development educational counseling and support services for low-income individuals; and Workforce Investment Act programs with a standard budget of \$795,917 for Watauga, Avery, Mitchell and Yancey Counties. A program called Early College encourages high school students to be dual-enrolled in high school and the local community college so that they will graduate with both a high school diploma and an associate degree. Currently, 50 students are enrolled in the Avery County program with 30 anticipated for the coming year.

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Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2009- June 30, 2014

(5) Resources Needed: Additional funds are needed for innovative programming to motivate adults to improve educational levels where possible and encourage youth to remain in school; increased funding for after school programming such as the Avery YO!/21st Century Community Learning Centers. Additional funds to develop information and referral networks to provide better access to programs already in existence; increased vocational training for adults, and expansion of family literacy projects to more residents of the four counties.

SECTION III. GOAL AND STRATEGY

(6) Long-Range Goal: To increase by 52, the number of families with household incomes above the federal poverty guidelines by 6/30/14.

(7) Strategies for Achieving Long-Range Goal: (Use asterisk to denote strategies to be implemented by agency)

*Operate dropout prevention programs, such as the Avery YO!/ 21st Century Community Learning Centers.

*Provide educational assistance through CSBG-funded Total Family Development Programming.

*Work with the community college system to develop more vocational skills and career counseling opportunities for low-income adults.

*Coordinate with other human service agencies and JobLink partners to ensure that education and job skills training needs are met.

SECTION I. CAUSE (PROBLEM) IDENTIFICATION (Use additional sheets if necessary)

(1) Poverty Cause Name Lack of Jobs/Unemployment

(2) Poverty Cause Description: Rural North Carolina has seen a major transformation in the structure of its economy over the last decade. Manufacturing and agricultural employment continue to decline, replaced by jobs in services and the retail and wholesale trade. These new jobs have lower wages and fewer benefits for workers. Current, (October 2011) statistics show that over 4,000 persons are unemployed within the area. Unemployment rates vary from 7.3% in Watauga County, 9.8% in Avery County, 10.2% in Mitchell County and 11.1% in Yancey County. Statistics are skewed due to the failure of many residents to register with ESC.

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Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2009- June 30, 2014

Current median income and poverty data for the area is as follows:

<u>County</u>	<u>Median Per Capita Income</u>	<u>% Below Poverty</u>
Watauga	\$17,258	18%
Yancey	\$16,335	16%
Mitchell	\$15,933	14%
Avery	\$15,176	15%

Many individuals in the area are unable to rise above the poverty level due to the lack of industry, wide-scale loss of manufacturing jobs in the region, and the low wages they are paid by limited, seasonal jobs. The population segment most affected is the low-income resident with limited education and skills. The problem results in insufficient income to meet living expenses.

(3) Priority Number 2

SECTION II. RESOURCE ANALYSIS (Use additional sheets if necessary)

(4) Resources Available: Economic Development Commissions seek to attract new industries; Workforce Investment Act operates with a total budget of approximately \$3,000,000 to provide job-training skills; MAY Coalition encourages new business development; W.A.M.Y.'s MicroBusiness and Financial Literacy Programs encourage the development of business activities by low-income entrepreneurs with loans and technical assistance.

(5) Resources Needed: Additional employment opportunities and industry, especially cottage industries supporting local needs within the area; education beginning at the grade school level to prepare young people to become entrepreneurs; increased wage rates for existing jobs; improved benefits packages to increase self-sufficiency; additional training programs; job creation efforts; continued education and technical assistance for low-income entrepreneurs.

Community Services Block Grant Program
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Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2009- June 30, 2014

SECTION III. GOAL AND STRATEGY

(6) Long-Range Goal: To increase by 15 the number of MicroBusiness loan recipients with incomes above the poverty level by 6/30/14.

(7) Strategies for Achieving Long-Range Goal: (Use asterisk to denote strategies to be implemented by agency)

*Operate MicroBusiness and Financial Literacy Programs for low-income entrepreneurs.

*Assist with local efforts to attract or develop new industry in the area by participating on JobLink Management Teams and supporting Chamber of Commerce outreach efforts.

*Advocate for expansion of entrepreneurial training and technical assistance through educational programs.

SECTION I. CAUSE (PROBLEM) IDENTIFICATION (Use additional sheets if necessary)

(1) Poverty Cause Name: Lack of Affordable Housing/Poor Housing Conditions

(2) Poverty Cause Description: According to US Census information, 248 occupied housing units have incomplete plumbing; 115 have incomplete kitchen facilities; and 3,955 have only one, or no, bedroom. An estimated 7,500 homes are in need of weatherizing, repair, or rehabilitation. 4,141 occupied dwellings were built prior to 1940. There is a shortage of affordable rental units, which meet acceptable standards, and also a shortage of low-cost housing units for purchase. Homes which are poorly insulated, and therefore not heated sufficiently, can lead to illness especially for elderly or disabled individuals. A statewide Point-in-Time Homeless Survey was conducted on January 26, 2011; for the 7-county Northwest Region that includes WAMY's service area, region wide, there were 974 homeless individuals, 558, (57%), who were children. A study conducted by the National Low-Income Housing Coalition concluded that a worker earning a minimum wage of \$7.25 would have to work a minimum of 85 hours a week, 52 weeks a year, in order to afford a two-bedroom apartment in Western North Carolina. A family paying the suggested maximum of 30% of a family's annual median income could afford rent of \$333 in Avery, \$320 in Mitchell, \$407 in Watauga, and \$317 in Yancey County. Unfortunately, those figures represent less than half of the average available rent in those counties.

(3) Priority Number 3

**Community Services Block Grant Program
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Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2009- June 30, 2014

SECTION II. RESOURCE ANALYSIS (Use additional sheets if necessary)

(4) Resources Available: Weatherization Assistance which includes HARRP and American Recovery and Reinvestment funds totaling \$931,980; three chapters of Habitat for Humanity operate in the four counties and build an average of 3 homes a year for low-income families; Section 8 rental assistance available through Northwestern Regional Housing Authority for 900 households, in approximate total amount of \$5,700,000. As of December 2010, a total of 900 Section 8 housing units are available in area, with a waiting list of approximately the same number of households.

(5) Resources Needed: Additional low-income rental units; additional funds for urgent home repair and rehabilitation; incentives for construction of affordable homes; additional funds for weatherization and repair and replacement of defective heating and cooling appliances; continued involvement in Habitat for Humanity and its effort to build homes for the poor; creation of funding opportunities for Individual Development Accounts that help low-income families save for a home, and concerted efforts involving churches, agencies and private organizations to address gaps in services for low-income renters and homeowners.

SECTION III. GOAL AND STRATEGY

(6) Long-Range Goal: To assist 500 low-income families in improving housing conditions by 6/30/14.

(7) Strategies for Achieving Long-Range Goal: (Use asterisk to denote strategies to be implemented the agency)

* Operate Weatherization Assistance, HARRP, and Total Family Development Programs.

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Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2009- June 30, 2014

SECTION I. CAUSE (PROBLEM) IDENTIFICATION (Use additional sheets if necessary)

(1) Poverty Cause Name: Lack of Transportation/High Cost of Transportation

(2) Poverty Cause Description: Some fundamental issues facing basic rural areas are a) availability of funding for new and/or upgraded roads and for maintenance of existing roads is very limited, b) public transportation choices are often unavailable, and, c) while most rural households own a car, poor rural households are three times more likely than the non-poor to lack a vehicle. Statistics from the US Census show that an average of 18.8% of residents or 7,538 people carpool to work, and 2,089 walk to work in our service area. According to Bureau of Transportation statistics, an average amount of \$8,121 is spent annually on vehicle upkeep, gas and maintenance by families in the service area. This represents approximately 32% of a low-income family's annual income based upon average per capita income of Watauga, Avery, Mitchell, and Yancey Counties.

(3) Priority Number 4

SECTION II. RESOURCE ANALYSIS (Use additional sheets if necessary)

(4) Resources Available: Area public transportation agencies with a combined budget of \$2,394,819 provided 1,287,686 passenger trips in 2010, including trips to school, work, medical visits, and grocery shopping; county Work First programs assist clients with car repair if necessary for a family to maintain employment; emergency assistance programs help with vehicle costs in crisis situations; Total Family Development helps participants with the cost of transportation when that service supports a family's school or work goals.

(5) Resources Needed: Increased funding for rural public transit systems; vehicle assistance programs that provide incentives for donation of reliable used cars to low-income households; coordinated efforts by social service agencies and local mechanic training programs to provide free or reduced-cost car repair.

Community Services Block Grant Program
Fiscal Year 2012-13 Application for Funding
Form 210

Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2009-June 30, 2014

SECTION III. GOAL AND STRATEGY

(6) Long-Range Goal: Assist 125 self-sufficiency participant families with transportation costs necessary for participation in school and work by 6/30/2014.

(7) Strategies for Achieving Long-Range Goal: (Use asterisk to denote strategies to be implemented by agency)

* Coordinate efforts with local transportation authorities, Work First Programs, etc. to ensure the transportation needs of rural residents are identified and addressed.

* Provide transportation assistance to Total Family Development participants to maintain school and work requirements.

SECTION I. CAUSE (PROBLEM) IDENTIFICATION (Use additional sheets if necessary)

(1) Poverty Cause Name Lack of Information and Referral Coordination

(2) Poverty Cause Description: Even in a community with an adequate number and variety of resources for low-income residents, it remains a challenge to reach the target population with the information required to access those services. Several factors influence this problem: 1) low-income people most often obtain information by word of mouth instead of through media sources and Public Service Announcements; 2) the culture of stoic self-reliance permeates our rural service area, resulting in a fierce determination to “do without” rather than depend on an outside agency; and 3) creation of a service directory is an effective approach, however, maintaining an up-to-date directory can be costly and time-consuming for any one organization, leading to the need for collaboration among agencies to create, publish and maintain pertinent resource information for a community.

(3) Priority Number 5

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Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2009-June 30, 2014

SECTION II. RESOURCE ANALYSIS (Use additional sheets if necessary)

(4) Resources Available: The United Way of America's "2-1-1" call line to local resources which provides free community directory 24 hours a day, 365 days a year, has just become available to one of WAMY's four counties; individual agencies publish directories of resources available for their constituencies, for instance, services for seniors or youth; the North Carolina Department of Commerce Share Network seeks to bring together workforce development partners, faith-based organizations, business and government entities to share resource information specific to each county; local efforts like the Avery County Resource Directory, originally updated by WAMY Community Action, but more recently maintained and revised through the concerted efforts of Western Youth Network, and Avery RAPS for Kids.

(5) Resources Needed: Expansion of "2-1-1" into all counties; continued funding and marketing of online systems such as the Share Network; local collaborative efforts to produce widely available resource directories.

SECTION III. GOAL AND STRATEGY

(6) Long-Range Goal: To assist 1,200 individuals with information and referral services by June 30, 2014.

(7) Strategies for Achieving Long-Range Goal: (Use asterisk to denote strategies to be implemented by agency)

- * Provide information and referral to the community on an as-needed basis upon request.
- * Assist in the creation and maintenance of county resource directories through collaboration with other service agencies and community organizations.
- * Remain an active partner in community collaborative efforts to share information about services (eg. JobLink Centers, Systems of Care, Continuum of Care, etc.)

**Community Services Block Grant Program
Fiscal Year 2012-13 Application for Funding
One-Year Work Program
Form 212**

Section I: Project Identification							
1. Project Name:	W.A.M.Y. Community Action, INC.						
2. Poverty Cause Name:	Lack of Education/Lack of Job Skills						
3. Long-Range Goal:	To increase by 52, the number of families with household incomes above the federal poverty guidelines by 6/30/2014.						
4. Selected Strategy:	Provide educational assistance through CSBG-funded Total Family Development Programming.						
5. Project Period:	July 1, 2012	To	June 30, 2013	Plan Year	4	of	5
6. CSBG Funds Requested for this Project:	\$226,367						
7. Total Number Expected to Be Served:	40						
a. Expected Number of New Clients	24						
b. Expected Number of Carryover Clients	16						
8. Number expected to be moved above Federal Poverty Guidelines this year (Self-Sufficiency Projects):							10
9. Percent of Long-Range Goal Expected to be Met this Year (For projects other than Self-Sufficiency):							

Section II: One-Year CSBG Program Objective and Activities						
Activities	Position Title(s)	Implementation Schedule				
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
Objective: To provide intensive development and support services to 40 low-income families in their efforts to become self-sufficient by 6/30/2013.		16	18 (10)	28 (10)	40 (4)	
1) Identify staff training needs. Promote staff development through in-service training, bi-monthly CSBG staff meetings, and local and regional workshops.	CSBG/Self-Sufficiency Coordinator and Case Managers	9/12	12/12	3/13	6/13	
2) Assess progress towards goals, and status of participants enrolled in previous program year.	CSBG/Self-Sufficiency Coord. & Case Managers	9/12	12/12	3/13	6/13	
3) Discharge participants unwilling or unable to follow through with goals.	CSBG Case Managers	As needed	"	"	"	

**Community Services Block Grant Program
Fiscal Year 2012-13 Application for Funding
One-Year Work Program
Form 212 (continued)**

Section II: One-Year CSBG Program Objective and Activities (continued)						
Activities	Position Title(s)	Implementation Schedule				
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
4)	Update comprehensive plans for families carried over to new program year, and as needed.	CSBG Case Managers	9/12	---	---	---
5)	Promote program through community education and collaboration with community agencies etc.	CSBG/Self-Sufficiency Coordinator	2+ times per qtr.	"	"	"
6)	Verify eligibility of potential applicants, including income at or below 100% of federal poverty guidelines, and residency in the service area.	CSBG Case Managers	---	10 New clients	10 New clients	4 New clients
7)	Accept applications for participation, including survey of family situation, employment, housing, and health needs, education status, family strengths, and other relevant information	CSBG Case Managers	---	10 New clients	10 New clients	4 New clients
8)	Ensure that a minimum of 40 families are enrolled during the program year, with first priority being given to Workfirst and WIA clients.	CSBG Self-Sufficiency Prog. Coordinator	---	12/12	---	6/13
9)	Identify agency resources which are appropriate to each participant and their family: weatherization, microenterprise, afterschool program, clothing or household items available from agency thrift store, and refer as needed.	CSBG Case Managers	All clients enrolled/ as needed	"	"	"
10)	Identify community resources appropriate to each family, and assist with referrals as needed.	CSBG Case Managers	All clients enrolled/ as needed	"	"	"
11)	Develop comprehensive plans designed to improve each family's condition, to include all assistance to be sought or provided during the development period, and action steps which will move the family towards self-sufficiency. Enter customer data in Accountable Results for Community Action (AR4CA).	CSBG Case Managers	---	10 New clients	10 New clients	4 New clients

12) Define expectations and obligations of each family member, sharing copies of plans, goals, and action steps with the family.	CSBG Case Managers	---	10 New clients	10 New clients	4 New clients
13) Develop one-year agreement between participant and agency, explicitly defining terms and conditions of program participation. Ensure that families have a copy of all written agreements.	CSBG Case Managers	---	10 New clients	10 New clients	4 New clients
14) Review comprehensive plans and approve, or ensure appropriate revisions are made.	CSBG Case Managers	9/12 AR4CA	12/12 "	3/13 "	6/13 "
15) Apply non-CSBG funds to needs of the participants family as appropriate through referrals to WIA, Weatherization Assistance, HARRP, SBA Microbusiness, and non-federal sources.	CSBG Case Managers	All client enrolled/ as needed	"	"	"
16) Assist participant families in obtaining needed resources through other agencies when appropriate.	CSBG Case Managers	All client enrolled/ as needed	"	"	"
17) Apply CSBG resources in average amount of \$585 per family to meet individualized needs for the following: a) Transportation assistance: car repairs, tires, insurance, etc. b) Educational assistance: books, supplies, uniforms. c) Miscellaneous work or school-related necessities including clothing. d) Miscellaneous household needs e) Day Care f) Minimal emergency needs.	CSBG Case Managers				
18) Assist members of participant families to secure or upgrade employment as needed.	CSBG Case Managers	All client enrolled/ as needed	"	"	"
19) Provide counseling services to families in accordance with identified needs and strengths of each. Provide a minimum of two contacts per family per month.	CSBG Case Managers	All client enrolled/ as needed	"	"	"
20) Monitor progress of each family on a monthly basis, including progress towards identified goals and participant compliance with terms of written program agreement.	CSBG Case Managers				
21) Maintain up-to-date records of client contacts, services given, progress, referrals, and financial information on AR4CA system.	CSBG Case Managers				
22) Maintain complete central file of all participant program data. Monitor input of customer data in AR4CA.	CSBG Self-Sufficiency Prog. Coordinator				

23) Evaluate program in accordance with approved evaluation plan.	CSBG Self-Sufficiency Prog. Coordinator	---	12/12	---	6/13
---	---	-----	-------	-----	------

**Community Services Block Grant Program
Fiscal Year 2012-13 Application for Funding
One-Year Work Program
Form 212 (continued)**

10. Use the tables below to enter your agency's projected outcome results (targets). The outcome measures will be included in the agency's CSBG contract.

All CSBG grantees operating self-sufficiency projects are required to complete Table 1. All CSBG grantees operating non self-sufficiency projects are required to enter applicable outcomes in the Table 2. If your agency operates more than one non self-sufficiency project, please add tables as needed. There should be one table of outcome measures per project.

Table 1 Outcome Measures for Self-Sufficiency Projects	
Project Name:	Expected to Achieve the Outcome in Reporting Period (Target)
Outcome Measures	
Number of persons served	40
The number of low-income families rising above the poverty level	10
The average change in annual income per participant family (in whole #'s)	\$11,000
The number of participants obtaining employment	10
The number of participants obtaining jobs with medical benefits	9
The participant average wage rate	\$12
The number of participants completing education/training programs	16
The number of participants securing standard housing	1
The number of participants provided emergency assistance	25

Table 2 Outcome Measures for Non Self-Sufficiency Projects	
Project Name:	Expected to Achieve the Outcome in Reporting Period (Target)
Outcome Measures	
Number of persons served	

Community Services Block Grant Program
 Fiscal Year 2012-13 Application for Funding
 One-Year Work Program
 Form 212 (continued)

11. For Community Action Agencies that serve multiple counties, provide a breakdown of the expected *number of persons served* in each designated county in the table below. Show the total *number of persons served* in the table.

Number of Families to be Served Per County											
Agency Name: WAMY Community Action, Inc.											
Project Name: Total Family Development											
County	Watauga	Avery	Mitchell	Yancey							Total
Total Planned	19	7	6	8							40
Project Name:											
County											Total
Total Planned											

**Community Services Block Grant Program
Fiscal Year 2012-13 Application for Funding
Monitoring, Assessment and Evaluation Plan**

1. Describe the role and responsibilities of the following in the assessment and evaluation of agency programs.

Board of Directors: Program data, including cost information, are compiled quarterly by the CSBG Program Coordinator for preparation of the Project Review Report. The Planning and Evaluation Committee reviews this document, comparing progress to planned accomplishments. That committee makes recommendations for any programmatic changes indicated by the data. Two Board members representing the low-income sector serve on that committee. Program updates, success stories, and customer testimonials are often an item on the agenda of board meetings to keep the members informed about the program. Members of the Planning and Evaluation Committee review any activities that are a part of the planning process, including needs assessment tools and interpretation of data, and make suggestions for changes if necessary.

Low-Income Community: Through their representatives on the Board of Directors, low-income persons participate in the assessment and evaluation of agency programs at the Board level. Community needs assessments are targeted towards low-income residents through special outreach activities, such as working through social service networks and channels known be used by this population.

Program Participants: Participants in Total Family Development are invited to be active in the assessment and evaluation of the program by participating in intermittent focus groups and written evaluations to share their unique perspectives on the program. Their insights and comments are seriously considered when fine-tuning the project and its activities.

Others: Notification of the availability of the CSBG proposed application is made throughout the service area by the most widely read news media to solicit a wide range of community input. W.A.M.Y.'s Community needs assessment was distributed widely in order to receive a broad spectrum of opinions and community involvement.

2. Describe how administrative policies and procedures are monitored by the Board of Directors:

Administrative staff is charged with the responsibility of maintaining administrative policies and procedures in compliance with current applicable laws and governing regulations. All staff is charged with the responsibility of adhering to approved administrative policies and procedures.

Private auditors are engaged annually to audit both fiscal and programmatic operations of the Agency, including contract compliance. Administrative policies and procedures are monitored during the audit process. Audit findings are presented to the Board of Directors at the conclusion of each audit.

MONITORING, ASSESSMENT AND EVALUATION PLAN

Administrative and supervisory staff conducts internal monitoring of administrative policies and procedures on an ongoing basis. Minor problems are corrected as they are identified. Recommendations for any changes in policy, warranted either by changed regulations or by other causes, are presented to the appropriate board committee for consideration.

The Board of Directors, or any committee of the Board, may request an administrative report of any policy or procedures at their discretion. Staff gives full cooperation by preparing a comprehensive report of any area upon request.

3. Describe how the Board acts on monitoring, assessment and evaluation reports:

Monitoring, assessment, and evaluation reports are usually first presented to the appropriate committee of the Board. Agency audit reports may first be presented to the full Board of Directors.

The committee reviews the report presented and determines if the report is sufficiently comprehensive or if additional information may be required. Should additional information be necessary, staff is instructed as to such need. The committee next reviews the final report and determines if the report indicates any needed changes in the areas covered.

The committee presents the report to the full Board of Directors, along with any accompanying committee recommendations. The Board of Directors then acts upon the committee report. All evaluation reports are utilized as planning instruments for planning future programs.

4. Describe the Board's procedure for conducting the agency self-evaluation:

Each year the upcoming year's Community Services Block Grant Program Application for Funding is carefully reviewed by the Planning and Evaluation Committee of the Board of Directors. If changes in the application are necessary, these are made before the application is submitted to the Board of Directors for its review and approval. Special attention is given to the Monitoring, Assessment and Evaluation Plan detailed in the application.

The Year-End Report of Project Outcomes is submitted to the Chairman of the Board and the Chairman of the Planning and Evaluation Committee and then to the Board for review. After his/her annual review, the CSBG Program Analyst sends a report of his/her review of CSBG administrative and programmatic records. This report also goes through the same channels to the Board of Directors. Thus, the Board is able to evaluate the activities of the agency and recommend any changes that seem to be needed or desirable at many times during the course of the year.

4(a) Summarize the results of the Board's most recent self-evaluation, and indicate when the next evaluation will begin and be completed:

The June 30, 2011 Year-End Evaluation of the OEO-funded program activities yielded the following results for Total Family Development:

MONITORING, ASSESSMENT AND EVALUATION PLAN

*Fifty families were served. These families comprised 112 individuals. Single parents headed 25 families. As of June 30, 2011, 14 families rose above the poverty guidelines; 8 obtained employment with an average wage rate of \$13.73 an hour; 11 that obtained employment also were receiving health benefits; and 20 received emergency assistance. The average increase in family income was \$10,016 and 17 completed educational/training programs.

The cost per family was \$5,500.

The next evaluation will begin July 1, 2012, and will be completed by July 31, 2012.

5. List outcome measures to be used to monitor your agency's success in promoting self-sufficiency, family stability, and community revitalization:

Outcome Measures:

- Number of low-income families rising above the poverty level.
- Average change in the annual income per participant family.
- Number participants obtaining employment (as compared with the total # of participants).
- Number of jobs with medical benefits obtained.
- Participant average wage rate.
- Number of participants completing education/training programs.
- Number of participants securing standard housing.
- Number of participants provided emergency assistance.

6. All CSBG grantees are required to report on the outcome measures listed in the chart below. These outcome measures are also attached to the CSBG contract between your agency and our Office. As a result of your agency's planning process, please enter in Column A the projected outcome results (target) for each outcome measure.

**Community Services Block Grant Program
Fiscal Year 2012-13 Application for Funding
Administrative Support Worksheet
Form 212A**

1. Administrative Support requested for 21 st Century Community Learning Centers		
2. Total amount of Administrative Support requested: \$11,162		
3. Brief description of grant including the name of the funding source: Afterschool program in Avery County that assists at-risk students with tutoring, health and physical education as well as programs in career readiness and general awareness.		
4. Total Grant Amount:	\$58,500	
5. Give the reason for requesting Administrative Support from CSBG and describe how the funds will be used: (Attach supporting documentation in the Appendices) Program only allows 3% for indirect costs. CSBG Admin Support funds will be used to allow the agency to continue operating the program without being in a deficit.		
6. How will the agency track the CSBG funds used for Administrative Support? Administrative support will be expended and reported monthly on the 286 form.		
7. Basis for determining amount of Administrative Support needed. Indirect Costs (Please select either Indirect Costs or Cost Allocation, not both.)		
Indirect Costs		
Indirect Cost Base	Salaries	
Indirect Cost Rate %:	41%	
Indirect cost base amount for this grant:	\$48,000	
Percent indirect allowed by funding source for this grant:	3%	
Dollar amount indirect allowed by funding source for this grant:	\$1440	
Cost Allocation		
Percent of administrative costs allowed by funding source for this grant %:	%	
Dollar amount of administrative costs allowed by funding source for this grant:	\$	
8. Actual numerical calculation used to determine Administrative Support needed:	$48,000 \times 41\% = \$19,680$ $\$19,680 - \$1,440 \text{ allowed by grant} = \$18,240$ (Only requesting \$11,162)	
9. Administrative Support to be applied: (choose one)	Monthly	X
	Quarterly	
	Annually	

OEO Form 225N-The Budget Narrative

Item	Description		
Section III-Budget Summary			
Indirect Cost Rate Information	Rate is 41% of salaries. Applied to cognizant agency for indirect cost rate approval 12/15/11 and awaiting a response.		
Section IV-Salary and Wages			
Staff Names and Positions	Debbie Bowman, CSBG Self-Sufficiency Coordinator; Colleen Bare, CSBG Self-Sufficiency Specialist, Anita Buchanan, CSBG Self-Sufficiency Specialist. All positions are 100% CSBG		
Section IVa-Budget Support Data			
Fringe Benefits	Colleen Bare is the only employee currently taking advantage of our health insurance plan. Our workers compensation rate increased for all staff.		
Communications	No additional information		
Section IVb-Budget Support Data			
Equipment	No new equipment is needed for the program.		
Section IVc-Budget Support Data			
Space Costs	Rent changed somewhat due to change in programs occupying facilities. In Avery, Mitchell and Yancey counties, CSBG will be the only program occupying the facility.		
Travel	Mileage at .55 per mile		
Supplies/Materials			
Section IVd-Budget Support Data-Contractual			
Sub-contractor [DBA if applicable]	Pitney Bowes	Primary Contact	Lane Wrenn
Address/Phone	27 Waterview Drive, Shelton, CT 06484 800-203-2581		
Service Description	Lease of a postage machine		
Payment Arrangement	\$447 quarterly	Contract Duration	51 mos. (49 remaining)
Sub-contractor [DBA if applicable]	Toshiba	Primary Contact	Cathy Catoe
Address/Phone	One Town Square Blvd, Suite 215, Asheville, NC 28803 704-527-7995		
Service Description	Lease of 2 copiers – Watauga and Avery County		
Payment Arrangement	\$329.52 monthly plus overages	Contract Duration	36 mos. (19 remaining)
Sub-contractor [DBA if applicable]	Community Action Opportunities	Primary Contact	Ben Watts
Address/Phone	25 Gaston Street, Asheville, NC 28801 828-252-2495		
Service Description	AR4CA		
Payment Arrangement	\$5000 yr. (50% CSBG)	Contract Duration	12 mos.

OEO Form 225N-The Budget Narrative Continued

Section IVe-Budget Support Data	
Client Services	
Other	Please note that the discrepancy in the county budgets is due to variation in rent costs and the application of admin support.

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**Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners**

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: _____

County: _____

Date of Application Submission: _____

[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due OEO February 15, 2012.]

Clerk to the Board should initial all items below.

_____ The agency submitted a complete grant application for Commissioner review.

_____ The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.

_____ Commissioners' comments provided those to the agency. (If applicable)

Clerk to the Board

Date

Witness/Notary

Date

Revised 09/15/2011

WAMY Community Action, Inc.

SECTION IVe. - BUDGET SUPPORT DATA

COST CATEGORY	Total Family Dev.	(Insert Program Name)	(Insert Program Name)	(Insert Program Name)	TOTAL
CLIENT SERVICES					
40 clients (approximately \$585 per client)	\$23,400				\$23,400
Educational supports including books, supplies, fees					\$0
Average \$251.55 per client					\$0
					\$0
Transportation supports including fuel, repairs, tires					\$0
Average \$210.60 per client					\$0
					\$0
Other supports include daycare, health or dental care,					\$0
work or school related necessities, household needs,					\$0
and/or minimal emergency needs					\$0
Average \$122.85 per client					\$0
					\$0
					\$0
					\$0
TOTAL CLIENT SERVICES	\$23,400	\$0	\$0	\$0	\$23,400
OTHER (specify)					
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
TOTAL OTHER	\$0	\$0	\$0	\$0	\$0

AGENDA ITEM 7:

GREEN VALLEY COMMUNITY PARK REQUEST

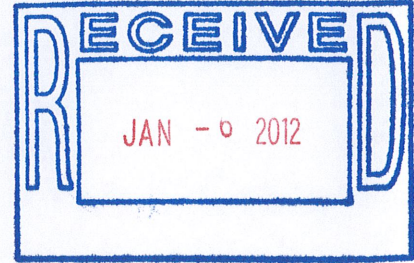
MANAGER’S COMMENTS:

The Green Valley Park has received a grant in the amount of \$5,300 for materials and gravel for repair and improvements to the driveway and parking areas. Ms. Janice Carroll, President of the Green Valley Community Park, will request County forces to provide grading and hauling of gravel to the Green Valley Park. Over the past several years, the County has assisted with multiple improvements to the park and should they default or cease to exist, the property reverts to the County.

Should the Board grant the request, County staff is available to provide assistance depending on weather conditions. Staff seeks direction from the Board.



January 4, 2012



Mr. Deron Geouque – County Manager
 Mr. Nathan Miller – Chairman of County Commissioners
 All County Commissioners

This is a request for county employees to assist with a small amount of grading and hauling and spreading of gravel at the lower access area to Green Valley Community Park. This area provides the access to the New River and to the athletic field.

During the summer of 2011 this area was used daily. The constant use requires maintaining it to prevent erosion. We have received a grant of \$5,300.00 for materials, gravel and underlayment, for maintenance to the drive and to provide a better parking area. The grant will not cover equipment use or labor.

During the summer, two commercial outfitters purchased permits from us to allow them usage of our river access area. The usage data they kept revealed that they used our river access area for 1,786 individuals and 4,256 individuals. These individuals were tourists that contracted with the commercial outfitters for their services during the tourists' stay in the High Country. The park is on the NC Birding Trail Audubon register for bird watching and we know that one group of 23 individuals stayed in the park for several hours in early spring watching the birds. Since we do not have a fulltime person at the park, there is no way to determine the countless others who bird watch at the park. We have bicycle groups that use the park as one of their stops in their training for various cycling events. The Hispanic Soccer League utilizes the athletic field weekly for their soccer games. In addition to all of these individuals enumerated above, we also have Watauga residents using the park daily.

On behalf of the Green Valley Community Park Board we extend a gracious **THANK YOU** for your continued support of the park.

Respectively submitted,

Janice Carroll - President

Green Valley Community Park, Inc. is a tax-exempt, non-profit association (EIN: 31-1727760).

Board of Directors				
Janice Carroll, President	Denny Norris, Past President	Louise Cooper, Secretary	Nancy Moretz, Treasurer	
Cecil Gurganus	Eric Gustaveson	Tim Hagaman	Bill Hutchins	
Chris Laine	Karl Moretz	Dan Norris	Delmus Williams	

PO Box 3533, Boone, NC 28607 828-262-0979

AGENDA ITEM 8:

**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION'S SECONDARY ROAD IMPROVEMENTS
PROGRAM FOR FY 2012**

MANAGER'S COMMENTS:

A public hearing has been scheduled to allow citizen comment on the Department of Transportation's Secondary Roads Program for Fiscal Year 2012. At the conclusion of the public hearing, by Statute, you may either endorse the plan or take no action.

Direction from the Board is requested.

**North Carolina Department of Transportation
Secondary Roads Construction Program**

Watauga County

FY 2011-2012 Anticipated Allocation

Highway Fund (136-44.5b,c)	\$ 401,992
Trust Fund (G.S: 136-182)	\$ 301,959
Total	\$ 703,951

I. Paving Unpaved Roads

Programmed Paving Goal: 1.38 Miles

Increase Funding

	SR 1156	.69	Big Branch Road (Complete Funding) From SR1123 to End of Maintenance	\$100,000
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Subtotal \$100,000

Rural Paving Priority

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>
1	SR 1331B	1.38	Roby Greene Road (Partial Funding) From End of Pavement to SR1332	\$366,006

Total Miles 1.38

Subtotal \$366,006

* Rural Paving Alternates

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>
3	SR1526B	2.30	Sampson Road From Point to Point	\$2,300,000
4	SR1123C	.80	Laurel Creek Road From 1157 to SR1129	\$850,000

* In the event that any roads in priority have to be placed on the "Hold List" due to unavailable right of way or environmental review, or if additional funding becomes available, funds will be applied to the roads listed in priority order in the paving alternate list.

II. General Secondary Road Improvements

A. Unpaved Road Spot Improvements

SR1348	SR1231	SR1207	SR1331
SR1126	SR1300	SR1508	SR1128
SR1239	SR1559	SR1335	SR1211
SR1204	SR1558	SR1353	SR1526
SR1514	SR1660	SR1102	Etc.

Subtotal \$ 117,945

B. Other Paved and Unpaved Road Improvements

<u>SR No.</u>	<u>Project Description</u>	<u>Est. Cost</u>
	Maintenance functions on various roads as needed. Functions may include spot stabilization, paved road improvements, replacement of small bridges with pipes, safety projects, etc.	\$ 30,000

Subtotal \$ 30,000

III. Unallocated Funds and Reserves

Funds reserved for surveying, right of way acquisition, road additions, contingencies, overdrafts, and paving entrances to certified fire departments, rescue squads, etc.

Subtotal \$ 90,000

GRAND TOTAL \$703,951

NOTES:

1. PROGRAM SUBJECT TO AVAILABILITY OF FUNDING, RIGHT OF WAY, AND ENVIRONMENTAL REVIEW.
2. PROPOSED FUNDING ALLOCATIONS ARE ONLY PROJECTIONS. SHOULD THE ACTUAL ALLOCATIONS BE GREATER, NCDOT WILL CONTINUE DOWN THE PRIORITY LIST TO FUND ADDITIONAL SECONDARY ROAD PROJECTS.
3. WHEN SECONDARY ROADS CANNOT BE PAVED DUE TO THE INABILITY TO OBTAIN RIGHT OF WAY, NCDOT WILL CONTINUE DOWN THE PRIORITY LIST TO FUND ADDITIONAL SECONDARY ROAD PROJECTS.

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AGENDA ITEM 9:

TOURISM DEVELOPMENT AUTHORITY MATTERS

A. Bid Award Requests for Rocky Knob Park

1. Bike Skills Area

MANAGER'S COMMENTS:

Mr. Eric Woolridge, Watauga County TDA, will request the Board approve a contract with Trail Dynamics in an amount not to exceed \$35,000 for the construction of a bike skills area. The bike skills area is part of the match for the \$500,000 PARTF grant for Rocky Knob Park.

The WCTDA Board unanimously approved the contract at their January 10, 2012, meeting. The contract has been reviewed by the County Attorney and requires Board approval to accept the contract with Trail Dynamics for an amount not to exceed \$35,000.

Direction from the Board is requested.

MEMO

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

From: Eric Woolridge, WCTDA Tourism Planner

Date: January 10, 2012

Re: Award of Bike Skills Area Contract for Rocky Knob Park

As part of the current Watauga County Tourism Development Authority (WCTDA) general budget and specific budget for Rocky Knob Park, the WCTDA has allocated \$35,000 for the development of a bike skills area at Rocky Knob Park. With the fulfillment of this project, along with the playground and shelter construction, the county will fulfill its obligation of the \$500,000 Parks and Recreation Trust Fund grant.

With the assistance of the county attorney, the WCTDA released a Request for Qualifications (RFQ) for constructing the bike skills area. The county is now charged with selecting the most qualified firm to provide the work and negotiate a contract accordingly.

Recommendation

At their January 10, 2012 meeting, the WCTDA Board of Directors voted unanimously to recommend to the County Commissioners that they enter into a contract with Trail Dynamics to construct the bike skills area at Rocky Knob Park. Furthermore, the WCTDA Board recommends that WCTDA staff, along with the county attorney, negotiate the terms of an agreement and that the payment for such services shall not exceed the \$35,000 currently budgeted by the WCTDA for this project.

Why Trail Dynamics? Two firms submitted proposals (attached) to construct the bike skills area: Trail Dynamics and Benchmark Trails. Both of these firms have conducted previous work at Rocky Knob Park. WCTDA staff, after reviewing both proposals with board members of Boone Area Cyclists, feels that Trail Dynamics is the most qualified to implement this scope of work for the following reasons:

1. **Company Size.** Trail Dynamics describes a sizable staff and an extensive fleet of equipment necessary to implement this project. Along with this, Trail Dynamics has committed to completing the project by Mid-May.
2. **Experience.** Trail Dynamics has performed trail work all over the country, but particularly, they recently helped construct portions of Valmont Bike Park in Boulder, CO. This is a flagship bike skills area that is now drawing thousands of riders each year.
3. **Risk Management.** Trail Dynamics is led by Woody Keen, who often serves as an expert witness for trail-related injury cases. The county attorney emphasized the need for appropriate risk management within the proposal.

PROPOSAL FOR ROCKY KNOB PARK BIKE SKILLS AREA CONSTRUCTION

AS ISSUED BY
WATAUGA COUNTY AND THE WATAUGA COUNTY TOURISM
DEVELOPMENT AUTHORITY



Submitted by:



Schoenbauer Consulting, LLC
5054 Drew Avenue South
Minneapolis, MN 55410
Jeff Schoenbauer, Cofounder/RLA
612.578.1975

and

Benchmark Trails, Inc.
9D Victor St.
Greenville, SC 29609
Deno Contos, President
770.503.5993

Submittal Due Date: January 6, 2012



Rollers can be fun, if they are designed with the right crest spacing relative to height. Jeff and Deno designed these.

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2	PROJECT-RELATED WORK PORTFOLIO WITH REFERENCES	7
3	PROJECT APPROACH	13



Deno, at work!



Technical features designed and built by Jeff and Deno – from the simple to the more challenging.



1 Professional Qualifications

STATEMENT OF INTEREST

On behalf of the Schoenbauer Consulting, LLC/Benchmark Trails, Inc. team, we would like to thank Watauga County / WCTDA for the opportunity to present our proposal for **ROCKY KNOB PARK – BIKE SKILLS AREA**. As the statement describes, our team brings together a professional planning and landscape architect firm and a professional trail building company with the expertise, technical competence and flexibility to meet the unique challenges of this project. We are confident about our ability to work successfully with Watauga County/WCTDA to provide design-construction services that will result in a high quality mountain bike skills area that meets or exceeds your highest expectations for the project. The following provides the information as requested in the RFQ. Additional information will be provided upon request.

Sincerely,

PRIME CONTACTS → Jeff Schoenbauer, RLA, Cofounder, Schoenbauer Consulting, LLC
Deno Contos, Owner, Benchmark Trails, Inc.

A SELECT TEAM OF SPECIALISTS COMING TOGETHER FOR THIS UNIQUE PROJECT

SCHOENBAUER CONSULTING, LLC

5054 Drew Ave. S.
Minneapolis, MN 55410
Jeff Schoenbauer, Senior Principal,
Cofounder
612.578.1975
jaschoenbauer@gmail.com

BENCHMARK TRAILS, INC.

9D Victor St.
Greenville, SC 29609
Deno Contos, President
770.503.5993
deno@benchmarktrails.com

Schoenbauer Consulting, LLC and Benchmark Trails, Inc. have teamed up to bring together a select group of professional designers, construction managers and construction specialists to work with Watauga County/WCTDA to complete the mountain bike skills area at Rocky Knob Park.

Schoenbauer Consulting, LLC is a planning and design firm specializing in projects that add value to the public realm. Working exclusively on the public side, the firm provides professional landscape architecture, planning, and construction management services. With literally hundreds of public projects over the course of his 30-year career, the lead principal of the firm has extensive, relevant experience with projects of similar type, size, complexity, and importance as this project. Areas of practice include:

- **Natural and hard surfaced trails – planning, design, and development**
- Local and regional park, open space and, trail system planning
- Public outreach and research – to inform decision-making
- National, state, and local standards – parks, trails, and recreation facilities
- Local, regional, and state parks and recreational facilities – master planning, design, and development
- Community planning – maximizing the public value of private development
- Natural open space and conservation corridor (greenway) planning
- Alternative transportation plans, with a focus on healthy living by design
- Public campground planning, design, and development

Benchmark Trails' mission is to provide high quality trail services that includes design, planning, construction and education. The company routinely works with public agencies to design and develop a wide variety of natural-surfaced trails, including mountain bike trails that satisfy the demands of beginner through expert riders. The company places particular emphasis on developing sustainable trails and maintaining the aesthetics of the natural setting without compromising user enjoyment. Benchmark Trails has been a member of the Professional Trail Builders Association since 2003.

CORE COMPETENCIES RELATED TO THE MOUNTAIN BIKE SKILLS AREA AT ROCKY KNOB PARK

Our team provides a unique set of professional design expertise and construction experience that make us uniquely qualified for this project. Our core competencies include direct involvement in:

- **Preparing design guidelines for natural surfaced trails** – nationally-recognized author of guidelines and standards for developing paved and natural surfaced trails – which involved field review of thousands of miles of trails across the country to discern best practices
- **Design and construction** – hands-on work designing and building natural-surfaced trails and features for a variety of uses, with a focus on mountain bike trails in park-like settings; extensive experience with the use of “rolling grade” trails as defined in MN DNR’s *Trail Planning, Design, and Development Guidelines*, and publications by IMBA
- **Trail-related education** – including being featured speakers at national conferences on a host of trail-related subjects
- **Trail advocacy** – which connects us with the mountain bike community and biking industry, allowing for an up-to-date understanding of emerging trends in trail design and technical features
- **Enhancing trail sustainability** – through our direct involvement in all aspects of creating sustainable natural-surfaced trails – from construction through ongoing operation and maintenance
- **Public process and outreach** – which gives us the capacity to work with Watauga County/WCTDA to keep the local community and interest groups involved, informed on progress, enhance public support for the project and establish a baseline for marketing

VALUE-ADDED EXPERIENCE PERTINENT TO THE SKILLS AREA DEVELOPMENT AT ROCKY KNOB PARK

Given the importance of achieving a high quality outcome for this recreational endeavor, our team also adds value by offering the following:

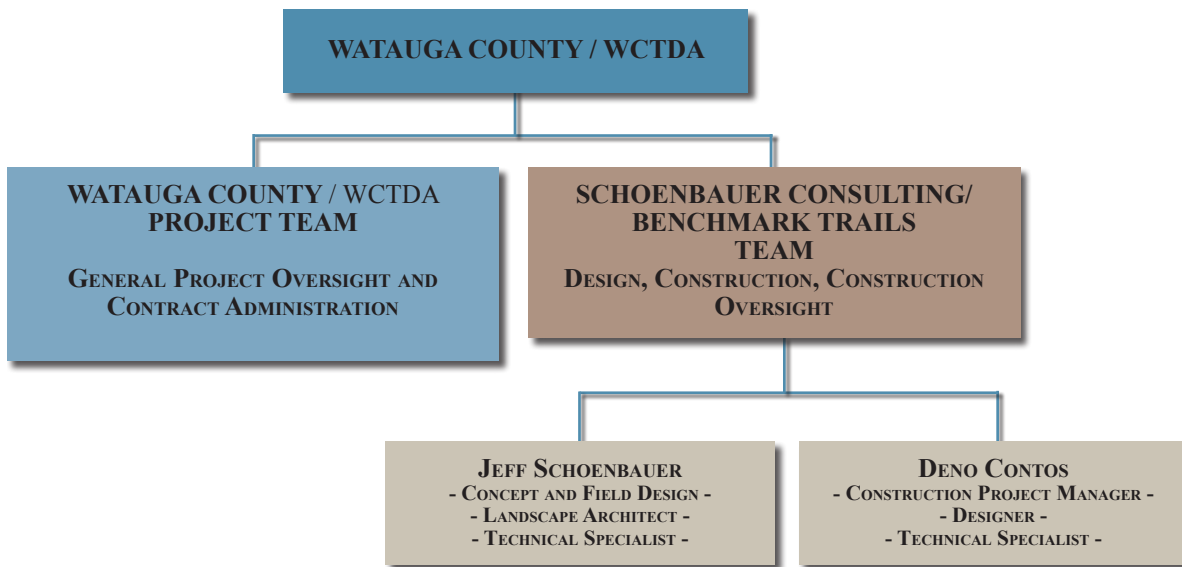
- **Capacity to provide onsite construction management from beginning to end by those listed in our proposal** – ensuring direct oversight of all aspects of concept planning, field design, construction, and quality control by those with the right experience; in other words, at no time will key project tasks be “handed down” to others
- **Commitment to involving various project partners from Watauga County in design and construction decisions** – making sure all final design and construction decisions are in alignment with the overall vision for the facility
- **Commitment to working with Watauga County/WCTDA to identify and manage liability issues** – while providing an enjoyable, challenging skills area that is also safe (relative to context)
- **Commitment to staying abreast of trends within the mountain bike industry** – and to building the types of trails and trail features needed to attract repeated use of the facility

OUR TEAM

One of the strengths of our team is that all work tasks will be handled directly by experienced professionals and construction specialists who have a vested interest in the success of the project, thus ensuring:

- Continuity in project flow
- Accountability for outcomes and quality
- Timely completion
- Direct communication with principals-in-charge

The following team structure and bios highlight the names, qualifications, and roles of key members of our team.



Jeff and Deno will work directly with local project partners to design a compelling skills area that is fun and safe, in a relative context.



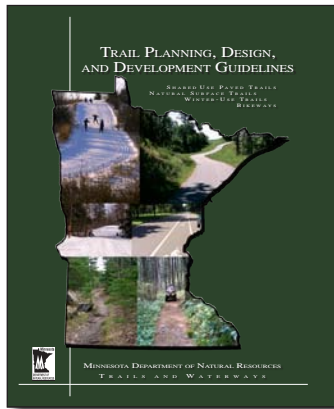
As construction manager, Deno will be involved in all aspects of building the skills area – from field design through building trails and structures.

JEFF SCHOENBAUER

*Cofounder, Schoenbauer
Consulting
Registered Landscape Architect
Lic. #19288 (MN)*

Project Role:

*Design Project Manager
Landscape Architecture/
Trail Designer
Team Coordinator*

**Related Project Experience:**

Jeff was the project manager and/or lead planner/designer for all of the Schoenbauer Consulting and Brauer projects illustrated under Project-Related Work Portfolio

Jeff Schoenbauer is CEO of Schoenbauer Consulting, LLC., a firm he cofounded in 2008 to focus on specific types of specialty projects related to **public parks, trails, open space, recreation-related facilities and community planning**. Prior to establishing his own firm, Jeff was a Senior Principal with Brauer & Associates, Ltd., where he gained much of his **30 years experience working in his area of specialization**.

Jeff has extensive experience with managing controversial and complex public projects, with a capacity for working with diverse personalities and resolving conflicts through a consensus building approach. Jeff has also gained a reputation as an innovator – always looking for new possibilities and striving for ways to maximize the value of public projects. His most recent project of overseeing the design and construction of an extensive mountain bike trail system at the Cuyuna Country State Recreation Area (MN DNR) exhibits the breadth of pertinent experience that Jeff brings to this project.

Key Qualifications:

- **Project manager, lead designer, project and construction manager for all aspects of developing the Cuyuna Country State Recreation Area Mountain Bike Trail**
- **Designer on a wide range of natural surface trails and related features, recently including Phase II mountain bike trails at Rocky Knob Park and skills area at Lebanon Hills Regional Park (MN)**
- **Principal author of MN DNR's Trail Planning, Design, and Development Guidelines** – including sections related to natural surface trails
- **Project manager on a wide cross-section of planning, design, and construction projects** over the last 30 years, including many regional and state-level park and trail master plans that include natural surfaced trails
- **Nationally recognized trail planning and design expert**, routinely presenting on the subject across the country
- **Author or coauthor of a number of national publications**, including the National Park, Recreation, Open Space, and Greenway Guidelines (NRPA) and Urban Planning and Design Standards Guidelines for Park and Trail System Planning (APA)
- **Routine presenter at conferences across the country** – recent conference engagements include: Three Rivers Park District's Ask-the-Park-Expert Panel Discussion, Mid-America Trails and Greenways, MRPA, NRPA, Best Practices for Parks and Outdoor Recreation Summit and Workshops, American Trails, APA-Minnesota Chapter and Government Training Services workshop series



Jeff, left, and Deno, right, leading a discussion about field design decisions at Cuyuna Country State Recreation Area (MN DNR)

DENO CONTOS*Owner, Benchmark Trails, Inc.***Project Role***Construction Manager**Field Designer**Technical Specialist*

Deno is the backbone of Benchmark Trails and will be onsite day-to-day working on field design and leading the construction crews.

ADDITIONAL PROJECT TEAM MEMBERS (AS-NEEDED BASIS)

Deno Contos is the owner & President of Benchmark Trails, a company specializing in the development of natural-surfaced trails across the country. Deno's company evolved from his passion for building high quality trails for mountain biking and hiking. He also came to recognize that volunteer efforts, which remain important, needed to be augmented with the expertise and equipment of professional trail builders in order to build high quality, sustainable trails. Working both as an advocate and professional trail builder, Deno routinely works with public agencies to design and develop bike trails that satisfy the demands of beginner through expert riders within the context of public park and open space settings.

Key Qualifications:

- **Lead professional trail builder for the Cuyuna Country State Recreation Area mountain bike trail system**, where he worked day-to-day with Jeff over a 5-month period to build 22 miles of high quality trails
- **15 years of trail building experience** on a wide range of trails in varying landscapes
- **Worked full-time in both state government and non-profit organization trail programs**
- **Successfully owned and operated a landscape design-build firm** prior to shifting his focus to trail design and construction
- Since 1997, has planned and performed trail education workshops, lectures, and conference presentations on a variety of topics, most recently at the SC State Trails and Greenway Conference (Fall 2010)
- **Continues to be a local trail club volunteer** and mountain biker

Based on our current understanding of the project, our team as proposed has the qualifications to address the design and construction issues associated with all aspects of building a sustainable skills area on this site.

The only potential exception to our team as outlined relates to engineering-related requirements as encountered, in which the services of an engineer may be necessary. In such a case, we will work with Watauga County/WCTDA staff to select a locally-based engineering firm to perform those services.



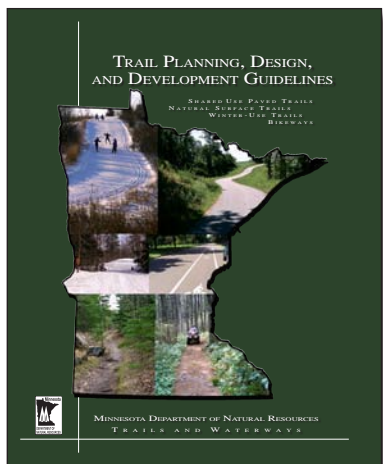
Mountain bike trails at Cuyuna Country State Recreation Area, built summer and fall of 2010. Jeff was the Owner's Representative for MN DNR and lead designer for the project. Deno was the lead professional trail builder and field designer.

2 Project-Related Work Portfolio with References

The following portfolio of work highlights a cross-section of our team’s experience dealing with issues pertinent to developing natural-surfaced trails. **Project references are also listed.** Note that these are only a few of the hundreds of successful public park and trail projects completed by team members over the last several decades of professional work. **Additional project experience can be provided upon request.**

PROJECT REFERENCE

Jeff Schoenbauer’s experience!



Trail Planning, Design, and Development Guidelines – MN DNR Forrest Boe, MN DNR Parks and Trails, 651.259.5615

Jeff Schoenbauer was the **lead author of a comprehensive trail manual** covering all aspects of trail planning, design, and development for use by public agencies across the state, professional planners, designers, and lay persons interested in trails. The project involved securing input from trail advocates from across the country to ensure that the manual reflects the best, most sustainable practices available. The manual received two major awards, including *2007 Achievement Award from the National Coalition for Recreational Trails* – the highest national award available – and a *2008 Merit Award* from MASLA. The manual was published in March 2007.

Jeff reviewed the design and performance of literally thousands of miles of trails and interviewed experts from across the country in determining the best practices for developing all classifications of trails, including mountain bike trails.

Jeff’s investigation of sustainable practices for natural-surfaced trails has taken him across North America, ranging from...



... trails in Yellowstone NP (nice scenery, but poor trail surfacing design) to...



... trails in Olympic NP (lots of rain reinforces need for rolling-grade) to...

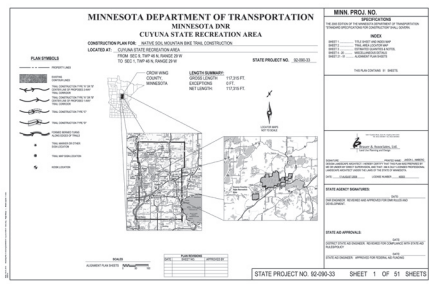


... trails in Cascade NP to...



... trails in Alaska (boardwalk technical feature across a boggy area)

Cuyuna Country State Recreation Area - Mountain Bike Trail System
 MN DNR – Larry Peterson – 651.592.4446 / Steve Weber – 218.546.5926



From initial design through finished construction, Jeff oversaw all aspects of the project working as a consultant to MN DNR.

Development of the mountain bike trail system within the Cuyuna Country State Recreation Area in central Minnesota is perhaps the best example of our team’s capabilities. Working under a federal grant, Jeff collaborated with MN DNR over the course of several years to design and build the project. From the project’s onset, the overarching goal was to develop a world class mountain biking destination that will draw riders from across the region. Of equal importance is the stated goal that this trail system should become one of DNR’s cornerstone facilities as it implements its strategic plan focusing on providing quality facilities to entice more people to participate in outdoor recreation – a major area of concern for the agency.

With quality as the mantra, **development of the trails focused on providing riding opportunities for beginners through expert riders that were fun, challenging, safe (in relative context), and a rewarding outdoor experience.** Developed in a long abandoned mining area, the 22 miles of trails are spread out across a series of “hills,” each of which were purposefully designed to exhibit a unique personality and level of challenge, as the accompanying photos illustrate.

For this project, Jeff was the overall project manager, lead designer, and construction manager. Working under a general contractor, Deno was the lead professional trail builder, which was a requirement in the project specifications. Over a five-month period, Jeff and Deno worked together day-to-day in the field on designing and constructing high quality trails and trail features that met the owner’s expectations of quality. Although just completed in fall 2010, the trails are already receiving high praise from the mountain bike community. Formal opening was spring, 2011.



Jeff and Deno worked together over a 5-month period to develop sustainable, fun, and challenging trails with many “personalities” ...



... that was carried through the development of technical features to add excitement and challenge for riders of varying ability.

Regional-Level Park Planning/Design with Natural-Surfaced Trails

As a principal with Brauer & Associates, Ltd., Jeff was the project manager on a multitude of regional-level park master plans that included laying out a system of natural-surfaced trails for mountain biking and hiking. The following list highlights a cross-section of these parks.

Regional-Level Projects of Significance:

- Cottage Grove Ravine Regional Park MP – Washington County
- Quarry Park MP – Stearns County
- Lebanon Hills Regional Park MP – Dakota County
- Bunker Hills Regional Park MP – Anoka County
- Spring Lake Park Reserve MP – Dakota County
- Lake Waconia Regional Park MP – Carver County
- Lake Minnewashta Regional Park MP – Carver County
- Spring Lake Regional Park MP – Scott County
- St. Croix Bluffs Regional Park MP – Washington County
- Rice Creek Chain of Lakes Regional Park Reserve MP – Anoka County
- St. Croix Valley Regional Trail MP – Washington County

In each case, the layout of the trail system was based on using sustainable practices consistent with those we would propose for this project. The following highlights a few of these and other projects in greater detail.

Lebanon Hills Regional Park Beginner/Intermediate Skills Trail and Skills Area Design

Tim Wegner – TrailSource, Inc. – 612.845.1345

Lebanon Hills is a 2600 acre regional park located in Eagan, MN and exhibits varied land forms, lakes, streams, marshes, flora and fauna, and provides an extensive array of outdoor recreational opportunities. In 2011, Jeff worked with a local trail builder on the design for a one + mile beginner to intermediate skills trail, plus a 150' x 150' skills development area near a new trailhead. The project is expected to open in the spring of 2012.



Including features like this mini-suspension bridge adds to the appeal of the skills area, yet poses minimal risk to ride.

Jeff prepared the design package for the skills trail (shown) and skills development area included under this phase of development.

Sportsman Lake Mountain Bike Trail – Cullman County Alabama

Bill St. John – 256.734.2114 – St. John & Associates, Inc.

Sammie Danford – 256.775.4696 – Cullman County Commission, AL



Deno’s company built over 3 miles of beginner to intermediate bike trails, which are also open to hikers and trail runners. All trails were planned, designed and built using standards that achieve long term sustainability. To add interest and challenge, stone drop-off skills features were incorporated along “B” lines. Bridges were also used to span creeks.



As the photo highlights, Deno is well-versed in the use of rolling grade techniques to create sustainable trails that are also fun to ride.

Bartram Trail, Clarks Hill, – U.S. Army Corps of Engineers

Ranger Pepper Shields – 864.333.1147 – U.S. Army Corps of Engineers, Clarks Hill, SC



Deno’s company built a 9 mile bike/hike trail that included bridges for creek crossings, extensive use of stone and concrete armoring, and skill features constructed out of stone were used to provide challenge and diversity to the trail system. As with his other projects, Deno was involved in planning, designing and building the trail using sustainable trail design standards.



Kanuga Mountain Bike Trail – Paris Mountain State Park

Crystal Robinson – 803.734.4225 – South Carolina State Parks, Columbia, SC

Deno’s company constructed 1.5 miles of singletrack, along with stone armoring and stone headwalls to ensure long-term sustainability.

Riley Creek Conservation Area Nature Trail and Bridges

Eden Prairie Parks – Jay Lotthammer, Director – 952.949.8440

Jeff prepared a master plan and construction documents and managed development of a nature trail and bridge system within the Riley Creek Conservation Area. The main challenge was integrating the trail system within the context of a protected woodland and steep, erodible slopes along Riley Creek.



Jeff worked extensively in the field with the contractor to field design and construct the trail along Riley Creek. As the photos highlight, “rolling grade” technique was extensively used to ensure that these native soil trails will remain stable and sustainable from many years to come, with minimal maintenance.

Lower Purgatory Creek Conservation Area Nature Trail and Bridges

Eden Prairie Parks – Jay Lotthammer, Director – 952.949.8440

Jeff prepared a master plan and construction documents and managed development of a nature trail and bridge system within the Lower Purgatory Creek Conservation Area. Even more so than at Riley Creek, the main challenge was integrating the trail system within the context of steep, erodible slopes along the creek.



As the photo highlights, “rolling grade” technique was extensively used here as well to ensure that these native soil trails will remain stable and sustainable from many years to come, with minimal maintenance.

Rocky Knob Phase II Mountain Bike Trail Development

The project focused on developing a challenging purpose-built mountain bike trail to draw more outdoor enthusiasts to the recreation area surrounding Boone, NC. As with the Cuyuna Country State Recreation Area mountain bike trail, emphasis was placed on quality over quantity to ensure riders will return time and again.

Essentially developed on the side of a mountain, the 5+ miles of trails designed and built under this phase provides riders with a rolling grade and flowing trail that takes advantage of rocky outcrops, views, and varying terrain. The long downhill section is particularly compelling, with a multitude of bermed turns and a sequence of events that make for a fun ride down the mountain that is still rideable for most skill levels.

For this project, Jeff and Deno worked in concert to field design the trail, with Deno leading the construction process.



Flatiron Vista Bike Trail

Clay Malcolm – 303.441.1857 – City of Boulder Colorado, Mountain Parks & Open Space

Deno’s company built 3 miles of new trail and converted double track to single track for hikers, trail runners and horses. All of the trails were planned, designed and built using trail standards that achieve long term sustainability. The project also included numerous technical features, such as stone retaining walls, steps and stone headwalls around culverts.



Elm Creek Park Reserve Mountain Bike Trail – Three Rivers Park District (MN)

Tim Wegner - 612.845.1345 – TrailSource, LLC, Rosemount, MN

Jay Thompson – 763.694.2071 – Three Rivers Park District, MN

Deno’s company teamed with another local trail builder to construct 10 miles of purpose-built mountain bike trail in a regional park reserve outside of Minneapolis. In addition to providing his construction expertise to the project, Jackson provided oversight of the trail crew to ensure that the project was built to desirable standards and efficiently completed prior to winter setting in.

Croft Passage of the Palmetto Trail, Croft State Park, SC – Palmetto Conservation Foundation

Jim Majors – 864.233.7576 – Palmetto Conservation Foundation, Greenville, SC

Deno’s company constructed 5.25 miles of bike/hike trail, a 35-foot timber bridge, reconstructed 15 miles of existing trail/roadbed, constructed 60’ fiberglass bridge with concrete abutments and 32’ timber bridge ramp.

3 Project Approach

The following project approach provides an overview of how we envision approaching this project to achieve desired ends. **Please note that the outline is based on our current understanding of the project, and we fully expect to work with staff to refine our scope of services to meet your needs.**

PROJECT UNDERSTANDING

Based on review of the RFQ, past experience with the site, and discussions with staff, the following outlines our understanding of the project.

SCOPE OF WORK

The RFQ calls for the following main components:

- Construct a bike skills facility making use of the many natural rocks found throughout the site upon a site within an approximately 50 x 50 yard wooded area
- Recommend opportunities extending beyond the defined area
- A progression element to the facility is required, and the facility shall include skinnys, log rides, and wooden and natural ramps
- Risk management shall be emphasized and meet or exceed safety features and risk management practices standard in the field
- Adequate park signage is also required, for which Professional must assist with draft language and installation
- This is a partnership project, in which some of the labor may be donated or volunteered (but should not be considered as guaranteed to be available as part of this request for proposals)

We understand also that the selected Professional will be retained to work as the construction manager to coordinate and oversee construction of the skills park, fully carry out installation, and provide to training to Tourism Development Authority staff and operation managers concerning operation and maintenance of the facility. The selected Professional is responsible for ensuring that the finished product is of excellent quality regardless of whether the labor was paid, volunteered, or donated.

As defined in the RFQ, we understand that the bike skills park shall provide opportunity for users of all skill levels (i.e., beginner, intermediate, and advanced), with the following considerations shall be addressed:

- Involvement of users and the TDA in the development phase
- Construction disturbances shall be limited to the 50x50 site unless authorized otherwise
- Drainage must be retained and managed on the site
- Acceptable construction materials shall be of the highest quality and include earth, wood, stone, steel, and construction aggregate,
- Specification and sourcing of imported fill suitable for use in construction of the earth structures of the bike skills park
- Other considerations and issues raised by users, the County, and the TDA during the project

Note that we anticipate that wood materials will be imported, and stone and soil fill will be salvaged/ mined from site!

With respect to use and maintenance issues, we understand the following shall be addressed:

- Risk mitigation and user safety

- Training of users and TDA and County staff in facility assessment, maintenance, and repair,
- Use and maintenance issues raised by users, the County, and the TDA during the project construction or development

All work proposed or to be performed is to be performed to the satisfaction of Watauga County Tourism Development Authority Director Eric Woolridge or a successor designee to be named by the Watauga County Commissioners.

Finally, we understand that the Watauga County TDA has allocated no more than \$35,000 for this project.

BID REQUIREMENTS

In addition to the listed Scope of Work items, the RFQ calls for the following *(note: any significant clarifications that affect approach and costs are highlighted in red)*:

- Contractor/Professional shall work on this project until it is completed, with the project being completed by June 30th, 2012
- Professional shall provide shop drawings, plans, and as built drawings of the skills area, if created, and the same shall become the sole property of the TDA upon project completion. *(Preparation of formal shop drawings and final as built drawings will be provided as requested.)*
- Only materials of the highest quality shall be used. *(As noted, with the exception of wood and fasteners, use of onsite materials is anticipated for the project.)*
- Professional, subprofessionals and all persons involved in this project shall be qualified by training and experience to perform the work required under this proposal.
- Professional shall have a fiduciary duty to County to ensure that all materials used are of the highest quality and that all work performed is performed in a workman-like manner, and free of defects. *(All materials used will be as approved by Owner.)*
- Professional shall be responsible for all administrative costs.
- All materials used in this project shall be free of liens.
- No change orders or additional work shall commence or proceed unless authorized and agreed upon in writing by both parties.
- Work performed by the Professional shall be completed in compliance with the specifications set forth herein and shall be performed to the satisfaction of the Director of Tourism and Development for Watauga County.
- Professional shall warrant the facility to be free from structural defects and defects in workmanship under normal use and service for a period of two years.
- If a dispute arises regarding this project, the parties agree to conduct pre-litigation meditation, consistent with the rules of Mediated Settlement Conferences for the Superior Court of North Carolina, prior to the filing of any suit arising out of this Contract. In the event of any dispute, the appropriate forum for resolution of said dispute shall be in Watauga County, North Carolina.
- TDA shall not be responsible for incidental or consequential damages as a result of any breach of this contract, or for any Acts of God, fire, riot, war, civil unrest, or impossibility beyond the control of TDA.
- Professional shall maintain workers compensation insurance coverage upon all employees working upon this project, and provide proof of same to Watauga County upon signing of the contract

BOONE AREA CYCLISTS AS A MAJOR PROJECT PARTNER

As was the case with previous work our team recently completed at Rocky Knob, we very much look forward to working closely with BAC to develop a creative and unique, destination-quality skills area.

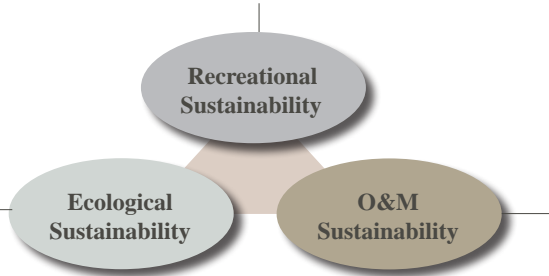
COMMITMENT TO SUSTAINABLE PRACTICES

As was the case with our past work on the site, the Schoenbauer Consulting/Benchmark Trails team understands the need for, and is committed to, using leading-edge trail practices to ensure that the skills area we design and build will remain sustainable and safe for many years to come, as the following illustration highlights.

Entails developing a skills area that appeals to beginner and experienced mountain bikers alike – to which they will return to time and again. This centers on doing due diligence with the project partners to make sure the type of amenities being offered are indeed valued by targeted user groups.

Includes balancing the needs of “hard core” mountain bikers with those that are just learning to ride purpose-built trails.

Entails adhering to baseline principles defined in MN DNR’s trail manual and other pertinent publications related to minimizing the impacts of trail construction to surrounding natural environments and ecological systems.



Entails doing due diligence on minimizing the long-term costs and staffing requirements associated with taking care of the features that are built.

Throughout the course of the project, our team will work closely with Watauga County/WCTDA staff and any other project partner to make sure that the long-term sustainability of the skills area is given due consideration – in terms of its initial design as well as ecological impacts and the practical aspects of operations and maintenance.

COMMITMENT TO THE NUANCES THAT MATTER

The Schoenbauer Consulting/Benchmark Trails team **approach to designing and building the skills area is once again driven by the principles of landscape architecture and sustainable design standards.** Contrary to what often seems to be the case, we do not view this project as simply an exercise of laying out a few skills features in the dirt. Instead, **we are committed to paying attention to the nuances of design that matter to mountain bikers and create a compelling outdoor experience.** The following highlights a few of the design nuances that we are familiar with and will take seriously in designing the skills area.

USING OUR PROFESSIONAL AND PERSONAL EXPERIENCES WITH NATURAL-SURFACED TRAILS AND TRAIL FEATURES AS STEPPING STONES

The Schoenbauer Consulting/Benchmark Trails team members have had the good fortune to work on a variety of trail and skills areas projects over the years – from master planning through design and construction. Of perhaps equal value are the personal experiences team members have from using thousands of miles of trails across North America. **All of these past projects and personal experiences with trails will be used as stepping stones in designing the skills area at Rocky Knob Park.** Our collective experience enables us to be very effective in dealing with the many issues that will arise during this project.



An equally compelling aspect of our experience is that it provides us with the tools necessary to strive for new ideas, perspectives, and “ways of doing things” that establish new standards. With all of our projects, **we strive to “raise the bar” for design outcomes.**

A COMMITMENT TO DEFINING, UNDERSTANDING AND ACCOMMODATING TARGETED USER GROUPS

The Schoenbauer Consulting/Benchmark Trails team asserts that a state-of-the-art facility is only valuable if it successfully accommodates the targeted user groups. As such, our team is committed to designing the skills area based on: 1) a solid understanding of the spectrum of trail users to be accommodated and the experiences that each seeks; and 2) a thoughtful evaluation of how each type of trail user is best accommodated. Our goal, in concert with Watauga County, is to make sure that this issue is given due consideration.

SAFETY

Above all, **the relative safety of the trail is one of our foremost design concerns and one that trail riders also take seriously.** In this instance, we consider safety in a couple of ways: 1) the physical safety of the rider relative to the trail’s level of difficulty; and 2) the personal safety/security of the trail user relative to the surrounding area. Although the latter of these is more subjective and individual, interviews with trail riders (especially females) suggest that this is a key factor in their decision to stay or return to a trail. Fortunately, good, informed design can provide the visual cues that enhance a person’s sense of safety and security. We will work with Watauga County/WCTDA staff on defining these nuances and addressing them in the design.

SENSE OF PLACE / SEQUENCE OF EVENTS

Respecting and taking advantage of the sense of place that the site offers is important to shaping the trail user’s experience and getting them excited about being there – and returning. The Schoenbauer Consulting/Benchmark Trails team will begin the process of shaping the user experience from the point of entrance, then carry that through along the entire trail as a sequence of events. This involves paying attention to the nuances in landforms and scenic opportunities in order to maximize the user experience. We will also provide the necessary wayfinding signage and visual cues to guide trail users.



COMMITMENT TO WORKING WITH PROJECT PARTNERS TO ACHIEVE HIGHEST QUALITY OUTCOME



Mountain biking carries inherent risk to the user. But well-designed trails can minimize the risk while still providing the desired challenge.

As with our past work at Rocky Knob, the Schoenbauer Consulting/Benchmark Trails team appreciates that building the skills area will include contributions from a number of project partners, each having distinct and important roles. At a minimum, we anticipate the following:

- **Watauga County/WCTDA staff** – will be full partners in the design process, making sure that all project outcomes are consistent with the larger park master plan; also provide general project oversight and administration of contract
- **Boone Area Cyclists** – will assist in making sure that design ideas are consistent with need and that design features are “field tested” to ensure that they achieve desired intent and will appeal to the targeted user group and level of challenge; also directly participate in construction
- **Public at-large** – individuals or groups that may have an opinion on the trail, want information, and have person concerns about the project

Our primary goal is to collaborate with Watauga County/WCTDA and all other project partners (listed or otherwise) to solicit ideas/perspectives on detail design issues and understand concerns that will result in the best experience for the user within the context of what is appropriate for this site.

In addition to creating a great recreational experience, we will also be diligent about implementing skills features that are safe (relative to the activity), sustainable, and do not conflict with other current and future site uses.

We are also comfortable working in concert with Watauga County/WCTDA staff in managing the involvement of the various partners in a respectful, good-faith manner to ensure that their input is appreciated and serves to better the end product. Note, however, that in making field decisions, we see our primary responsibility as acting in good faith to make decisions that are in the best interest of Watauga County.

MANAGING LIABILITY CONCERNS

The Schoenbauer Consulting/Benchmark Trails team appreciates that a mountain bike trail poses inherent user risk and responsibility that can exceed that of other activities. To ensure a common understanding of this issue and what is and is not acceptable risk, we recommend including a discussion with Watauga County’s risk manager and other project partners as part of the design process. **Thereafter, our team will work with project staff to ensure that design decisions stay within acceptable risk boundaries.**

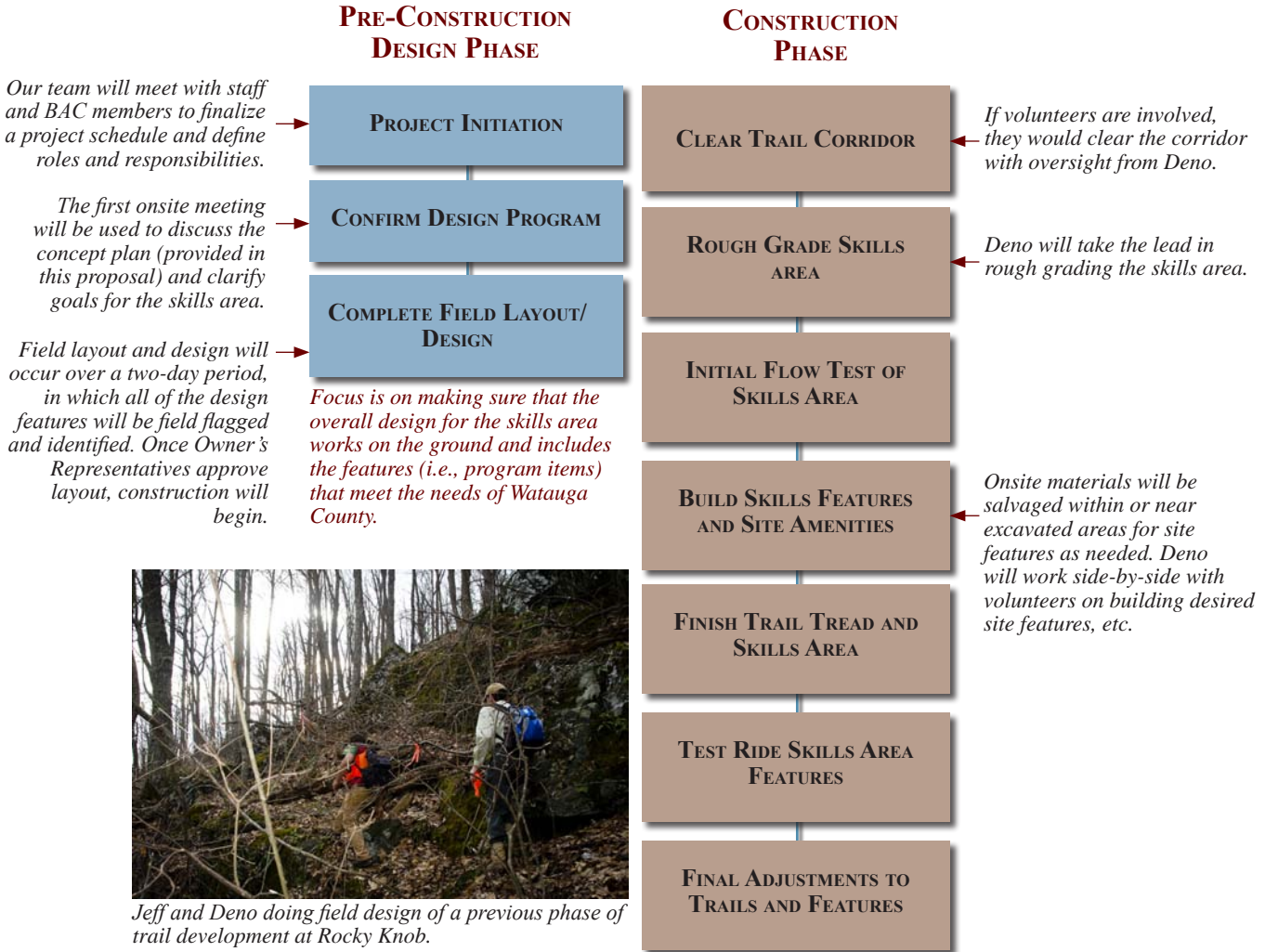
CAPACITY TO RESPOND TO UNKNOWN FIELD CONDITIONS

Although the site seems well-suited for developing the skills area, there are always some inherent challenges and uncertainties that will have to be dealt with as encountered. Often, the most important of these are soils, vegetation patterns, extent of exposed rock and topography – each of which greatly and sometimes unexpectedly affecting design outcomes across a given site.

In spite of any of these issues, **we are confident about our ability to find solutions and develop the skills area to take advantage of the site’s unique qualities, and finding away around any site constraints.** Note, however, that this will inherently require a degree of flexibility on everyone’s part. Nonetheless, we are confident that our experience allows us to manage through any issue that might arise.

PROJECT APPROACH OUTLINE

As with our previous work, the Schoenbauer Consulting/Benchmark Trails team’s approach to the project centers around providing an A to Z service package from design through construction. We understand the importance of making sure that the project goes smoothly and is completed in a timely manner. Although our final approach will be tailored to the project with staff input, the following provides an outline of the phases and steps we envision that will ensure a successful outcome.



Jeff and Deno doing field design of a previous phase of trail development at Rocky Knob.



Focus is on using a construction process with built-in checks and balances to make sure that what is actually built is meeting the larger goals of the project and achieving the best possible outcome.

Deno making it happen in the field during a previous phase of trail development at Rocky Knob.



Deno’s work creating a classic roller, paying special attention to height/crest spacing ratio to ensure rideable flow at varying speeds.

BASELINE CONCEPT PLAN

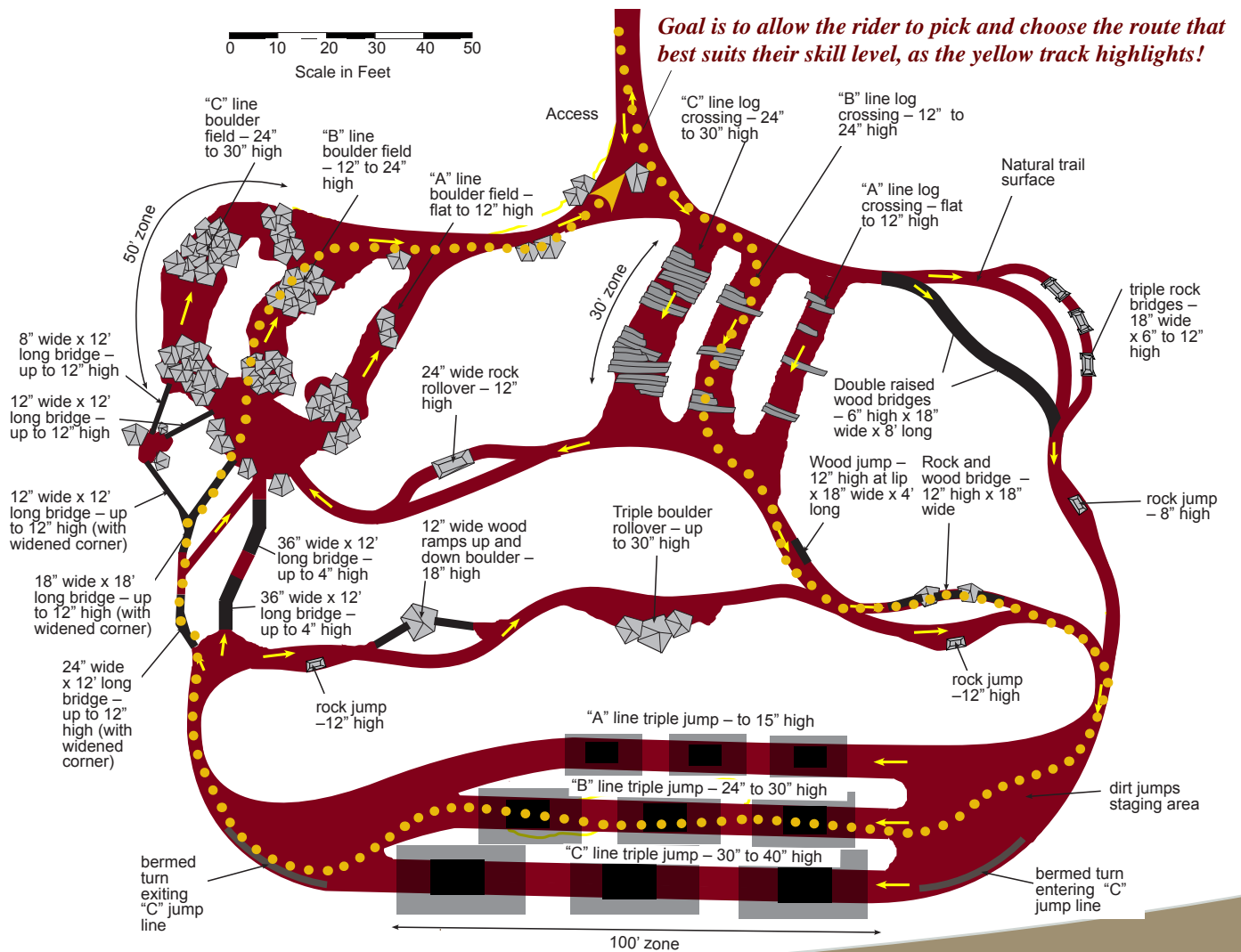
The following provides an initial concept plan for the skills area, as requested in the RFQ. Our intent is to simply highlight how we envision approaching the design for the area and the type of features and flow that could occur that riders of varying ability would typically find appealing. In reviewing the concept, please keep the following in mind:

- The concept is meant to define the type of features envisioned as a starting point, with modifications occurring in the field as the skills area is field designed
- The concept defines what is achievable with the available budget of \$35,000
- We fully expect that this will evolve in the field with input from project partners

Concept Themes:

- Sequence of skills features that can accommodate beginners through experts
- Three lines provided offering varying riding challenges:
 - "A" line is for beginner riders
 - "B" line is for intermediate riders
 - "C" line is for experts
- Design allows riders to "mix and match" which line they take as their skills improve
- Design allows for friends with different skill levels to ride together and have fun
- Design allows for new riders, especially younger ones, to observe first hand how better riders actually ride each of the skills features, while not feeling they are "in the way"

Design Flexibility: The intent of the concept is to provide a starting point to establish themes and skills area design intent. From here, the design will evolve in the field with input from project partners. For example, adding in a pump track feature and/or using rollers instead of jumps might be desirable. The goal of the concept as presented is to set forth themes, as noted.





**WORKING WITH BOONE
AREA CYCLISTS
VOLUNTEERS**

CONSTRUCTION SCHEDULE AND CREW MAKEUP

Once authorized to proceed, our entire team can mobilize quickly, starting the design process as soon as we receive notice to proceed. We expect construction to begin in the spring, and **completion of the project by June 30th, 2012 is very doable.**

Once into construction, Deno will be the day-to-day construction manager and will be onsite for the entire project.

The Schoenbauer Consulting/Benchmark Trails team is very comfortable with and fully supports working again with the Boone Area Cyclists in constructing these trails and site features.

VALUE-ADDED APPROACH

As in the past, **we recommend taking a value-added approach to using volunteers since it is hard to determine exactly what level of effort will materialize.** Our work plan assumes that we will complete the work as defined by the concept, and then add features by using volunteer crews to best advantage as available. Basically, the thoughtful use of volunteer crews allows us to shift our crew and equipment time to building more features while the volunteers complete the more straightforward tasks. Conversely, we can also reduce our crew and equipment time where volunteer crews do the work if reducing project costs takes precedence over adding additional features.

**MEETING INSURANCE
AND RELATED BUSINESS
REQUIREMENTS**

Both Schoenbauer Consulting, LLC and Benchmark Trails, Inc. have insurance coverage that meets or exceeds the requirements stipulated in the RFQ. Proof of insurance will be provided upon request, if selected.


**COST PROPOSAL
NEGOTIATION**

As stated in the RFQ, “Watauga County shall select the most qualified Professional and strive to negotiate mutually agreeable contract terms. If terms cannot be met, the second most qualified Professional will be selected and so forth”.

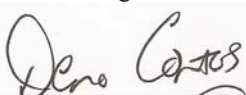
Note that **our team is very comfortable with a good-faith negotiation on the final scope of work once we have had an opportunity to meet with staff to go over the concept and work tasks and develop a common understanding of all desired outcomes within the context of the project budget.** We take pride in providing quality work for a fair price. Above all, we want to do the project justice, recognizing that our value to Watauga County rests with the overall quality of the process and the skills area that is ultimately built.

**SUBMITTAL
AUTHORIZATION**

The following are authorized representatives of the submitting firms.



 Jeff Schoenbauer, R.L.A.
 Cofounder
 Schoenbauer Consulting, LLC



 Deno Contos
 Owner
 Benchmark Trails, Inc.



**Statement of Qualifications and
Submittal of Proposal
for:
Rocky Knob Park- Skills Area RFP
Watauga Tourism Development
Authority
Submittal date- Jan. 2012**

EXECUTIVE SUMMARY

Trail Dynamics is very interested in providing the consultation, design, and construction services needed for the skills area at Rocky Knob Park. We appreciate the opportunity to submit a proposal for your review. Within this proposal we will demonstrate that TD has the most experience and the best ability of any trail contractor to perform the scope of work for this project. If assigned the contract Trail Dynamics (TD) will produce an excellent product in the skills area helping to turn Rocky Knob Park into a mountain bike destination drawing riders from around the southeast and increasing the recreational opportunities for local riders in the high country. Our experience working with TDA, BAC and local volunteers on Phase 1 resulted in a really good product with excellent rider reviews. Our track record of building destination-quality mountain bike venues demonstrates our ability to deliver the desired product. Due to the success of our previous work at RKP, the local riding community has great confidence in our work and TDA staff has knowledge of our ability to complete projects in a timely manner.

We understand the requirements of the project, including improving the user experience, managing risk, and creating sustainable, low maintenance trails and special bike park features. TD's approach and methods will deliver the desired product on time and within budget. Our proven problem solving abilities, flexibility, excellent communication skills, and experience working as a team on a full time basis will assure quality construction. Our experience as trail users and advocates, both locally and nationally, will ensure positive public involvement. Our creative solutions and wide ranging experience will add value to the project, allowing us to develop trails and features that will thrill current local riders, encourage new park visitors, and bring mountain bikers from surrounding states to enjoy the new and improved facilities. We look forward to working with TDA staff and local trail users to design and build the skills area as an addition to RKP.

Contact info for authorized persons from Trail Dynamics proposal team:

Woody Keen-President
 PO Box 664 Cedar Mountain NC 28718 (Main office)
woody@traildynamics.com
 Cell 828-553-9169 Fax-828-862-5613

Ed Sutton- Vice President
 131 Goldmine Ridge
 Pisgah Forest NC 28768
eds@traildynamics.com
 Cell 828-553-9173 Fax- 828-966-3934



Trail users enjoying different trail experiences on TD built trail at Tamarack 4 Seasons Resort in ID.

Experience and Ability

List of Key personal and roles for project:

TD has the most experienced staff of any trail contractor in the US; combined we have over 75 years of trail building experience. Collectively, our team members have performed trail work or provided other trail related services (education, risk management, design consulting etc.) in 24 states and 4 foreign countries.

Our team is not new to mountain bike trails; to the contrary we have extensive background and over 10 years of experience professionally building destination quality mountain bike trail experiences. Many of our staff were building mountain bike trails as volunteers before becoming professionals and for some that experience dates back 20+ years.

We would allocate a large team of staff members to the RKP skills area project to assure quality design and construction and also cut down on the amount of time under construction. Though some specific roles of different staff can be identified in this submission, the reality is that we have a very

experienced and talented staff and on many projects the roles and responsibilities change during the course of any given scope of work. TD staff members are all competent equipment operators with extensive experience, all have worked on many carpentry projects, all have done extensive rock work, all members have built TTFs on mountain bike trails, and all have worked on skills areas and bike park projects. Another great advantage of the TD team is all members are mountain bikers, we understand the needs/desires of mountain bikers and we speak the language. TD staff track the trends and changes in mountain bike evolution and we have been engaged in developing best practices for different types of trail construction for the ever changing sport.



GreensLick Trail in Bent Creek represents one of the many trail projects completed by Trail Dynamics that are iconic within the mountain bike community.

Woody Keen- Woody serves as President of TD and served 4 terms as President of the Professional TrailBuilders Association (2006-2011). He is a multi-talented trail builder and equipment operator, but is perhaps best known for his “big picture” work including trail planning/design and education work. Woody is also well known for his risk management work related to all types of trails. He has presented on the topic of risk management for trails at several conferences and has served as an expert consultant in numerous trail related law-suits. He is also known for his problem solving and trail innovations including his development of “Appalachian Armoring” as a technique. Woody has been working on mountain bike trails for over 20 years. He served on IMBA’s board of directors for 6 years (ending early 2009) and during that time he helped train many of the IMBA/Subaru Trail Care Crews and IMBA Trail Solutions staff. He contributed to both of IMBA’s trail related publications: *Trail Solutions-IMBA's Guide to Building Sweet Singletrack* and *Managing Mountain Bikes*. Woody also served on the review team for the USFS Pocket Trail Manual. Woody served as chief designer/architect and project foreman for Saddle Creek bike-park, a private bike park project in FL which has won 2 awards. It should be noted that Woody is now one of the foremost trail educators practicing today and has performed trainings for many land managing agencies including: National Park Service, US Forest Service, BLM, VA. State Parks, SC State Parks, TN State Parks, Five Rivers MetroParks (Dayton OH) and many others.



Function in the RKP skills area project: Overall management of the project including planning and design, managing the TD team, and developing a risk management strategy for the special bike park area.





Woody has traveled to many mountain bike destinations around the US, Canada and UK and brings that experience to every TD project. He is best known for his big picture and master planning work, but is also an excellent trail builder.

Ed Sutton- Ed is one of the best trail builders in the US and his expertise ranges from equipment operation to rock work to carpentry. With a degree in forestry and extensive experience in

arboriculture and landscaping, Ed understands that trails have an intimate relationship with surrounding landscapes. Ed has been building mountain bike trails for 12 years and in that time has managed construction for some of the signature trails in several areas. Some of the highlights include: Green's Lick Trail in Bent Creek Experimental Forest (NC), Ridgeline Trail in DuPont State Forest, Kids Mountain Bike Loop and skills area at DuPont State Forest, and many trails at Tamarack 4 Seasons Resort in ID. The Tamarack project involved 3 summers of managing TD work on XC trails in the valley floor and on lift assisted downhill and freeride trails in the ski area. It is TD construction work that put Tamarack on the map and helped build it as a destination venue earning the designation as an IMBA Ride Center. TD has been responsible for work at several other IMBA Ride Centers.

Ed is proficient in all aspects of trail design and building as well as bike park amenities. An excellent machine operator, he can shape jumps and berms with masterful skill. Creativity is a strong suit for Ed and the results can be seen in every project he manages. He has built many TTFs alongside of woodland trails, built skills areas at trail heads, shaped pump tracks, and worked with rock in interesting ways. Ed's vast experience in construction on mountain bike trails helped shape his presentation at the PTBA Conference in Asheville March 2009: *Spice: Enhancing the Mountain Bike Experience*. This session was one of the best attended sessions at the conference.

Ed's role in the RKP skills area project would be construction management over-seeing all aspects of the build out and building any flow/jump lines.



Ed is a masterful trail builder, but also has excellent riding skills.



Chuck Ramsey- Chuck is a retired engineer with 30+ years industrial experience. He joined the TD team in 2006 after retirement and serves us in a number of capacities. Often involved in our trail planning and design work, Chuck is also a talented builder with 20+ years' experience leading volunteer projects on Pisgah District (USFS) and DuPont State Forest. He has over 16 years experience working on mountain bike trails, and has worked on a wide array of trail-work for all user groups. He has great wood working skills and that combined with an engineering mind makes his work in timber trails and wooden TTFs hard to beat. Chuck is a certified USFS Chainsaw Instructor and thus one of the most skilled sawyers in the business. He is also skilled in machine operation, rockwork, and all other aspects of trail building. Chuck served as one of our leads for the design work in Phase 1 of RKP. Chuck would serve a number of important roles in the RKP project including lead carpenter on wood features.

Right: Chuck Ramsey is a master carpenter and excels at building raised timber trails.

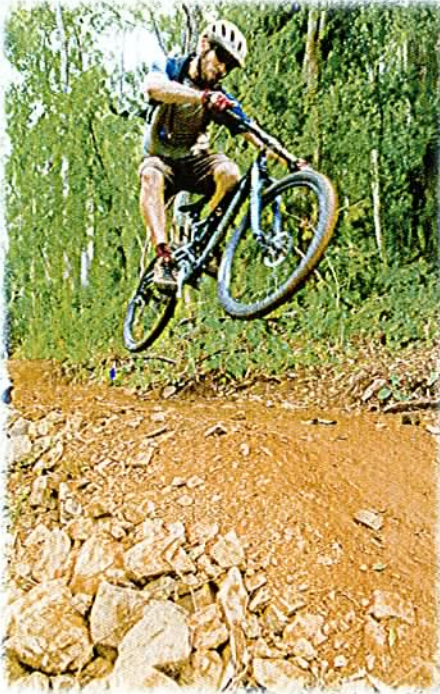


Chris “Shrimper” Khare- Shrimper joined the TD team late in 2010 but has a wealth of experience in trails and landscaping. His background includes: trail building, machine operator work, landscaping and native plants nursery work. Shrimper has a great sense of humor and attitude and is always fun to be around. Although new to the TD team, we have known him for many years and have worked on a number of volunteer trail project together on our home trail systems. Shrimper would serve as mini excavator operator for us on the Rocky Knob project and has great skill being able to tackle difficult building in a safe manner. He was an important part of the TD team on Phase 1B building such notable sections as the Roman Road and the Question Mark Berm.

Right: Shrimper playing in the rocks.



Kristian Jackson- Kristian Jackson earned his undergraduate degree in English from NC State University and then went to the University of GA for a Masters degree in Leisure and Recreation with a concentration in Environmental Ethics. He spent 6 years with the NC Outward Bound School working in a number of capacities including: Climbing Staff, Trail Coordinator, Mountain Bike Program Director, and Program Director at Cedar Rock and then Table Rock base camps. Kristian is currently a lecturer at Appalachian State University teaching classes in outdoor recreation. He worked for Trail Dynamics in the summer of 2003 helping with several important projects including work on the Biltmore Estate and other private projects. Kristian served on our design team for Phase 1 at RKP and in his role as trail boss for Boone Area Cyclist he managed much of the volunteer work to date. Kristian’s role in TD for this skills phase would be serving on the design team and helping to create the overall vision.



“Moto” Mike Thomas- Mike worked on Phase 1 of Rocky Knob as an intern to complete his degree from ASU. He recently joined the TD team as paid staff and he has several projects under his belt as a paid professional. Mike was an important part of the design team in phase 1 and his knowledge of the landscape at Rocky Knob is on par with Kristian. He has many hours of experience building trail in the area including designing and building DH trails at Hawksnest Resort for the Dirty Bird race series and helping to build much of the courses used in the recent USA Cycling Gravity Nationals at Beech Mountain. Mike is a semi-pro gravity racer with mad bike handling skills. Those skills will help to create features that provide destination draw for Rocky Knob. Mike would serve on the design team and construction team

for this project and his connections within the mountain bike community will be important to attract, motivate and manage volunteers.

Ezequiel Zamora Alfonsa- EZ joined TD (with his brother Hector) in 2005 and worked with us for 3 years. After several years visiting with family back in Mexico, EZ re-joined the TD team in spring 2010. EZ had great skills in joining our crew and a wealth of experience in rock work and landscaping. He quickly became an excellent trail builder and is well versed in all aspects of what we do from machine operation to wood working projects. Even on the hardest day of trail work in the worst conditions, EZ always has a smile that brings out the best.

E.Z. working on a rock armored section of trail in a bike park.



Hector Zamora Alfonsa- Hector joined the TD team in 2005 and came with an extensive background in landscaping and rockwork. He is a skilled equipment operator, but best known for his rockwork (armoring, steps, and walls) and finish work on trails. Hector is always a delight to be around and always happy. Hector ran the micro excavator on sections of the most challenging sections of trail for Phase 1B.

Marco Guerro Zamora- Marco followed in the footsteps of his cousin Hector and joined the TD staff in 2006. Marco has an extensive background and experience in landscaping and brings a high level of detail to all projects. He enjoys all aspects of trail building including: machine operation, finish work, rockwork and carpentry projects. Marco (as well EZ and Hector were involved in the build of Phase 1B at Rocky Knob.

Hector and Marco are both very talented trail builders and are well versed in all aspects of bike park construction.





Christino Guerro Zamora-

Christino has worked for TD on and off for 5 years. Before his work in trail building, he served as a landscaping foreman for many years and brings that experience and background to all TD projects. Christino was a quick study and trail building came very natural given his previous work history and background.

Christino riding some of his rockwork (a boulder causeway) in a TD designed and built skills area in Laurel Hill Park VA.

The Trail Dynamics Team-Trail Dynamics works as a team on a regular basis and no outside help is needed to complete a project the size and scope of the proposed RKP skills area. TD has served as lead contractor on many trail projects that helped create destination mountain bike areas and trails with regional importance. Examples include: DuPont State Forest in NC (many different trails and projects spanning a 7 year period), Douthat State Park in VA (significant amount of re-construction work on many trails in the park under 2 different contracts), Green's Lick in Bent Creek Forest (NC) and the IMBA Rated Trail Center in the Uwharrie Mountains. We have worked as lead contractors on many "turnkey" projects but have also worked on hybrid projects with land management staff and user groups.

The TD team designed and built one of the most unique bike parks in the US located in southern FL. This project took flat and un-vegetated land (lacking any trail interest) and turned it into a fun and exciting mountain bike park. Woody Keen worked with Landscape Architect Larry Washmuth on the

design phase which included planning variety of trail construction techniques and medians, but also designing new landscapes for the trail to encounter (rain forest, bamboo forest, desert etc.). The entire TD team was used during the construction phase and the project won 2 awards for excellence. For more info on this project:

http://swco-la.net/bike_trail.shtml

Because of the experience and efficiency of the Trail Dynamics team, we are often tapped by others as a sub-contractor on larger construction projects in which assistance is needed. IMBA often contracts with Trail Dynamics for projects such as: Tamarack 4 Seasons Resort (announced as an IMBA Ride Center), Uwharrie National Forest (designated as an IMBA Ride Center) and many other projects. Other past experience in bike park construction includes: Significant work on Valmont Bike Park in Boulder CO, pump track build in Gateway Park for Greenville Parks and Recreation SC, Kids Mountain bike trail and skills area in DuPont State Recreational Forest, and re-design and build of Tom Brown Park (XC trails and bike park features including flow trail and wood skills) in Tallahassee FL.

Trail Dynamics was inducted into PTBA in 2002 and has contributed to every PTBA Conference since that time. Woody was elected to the PTBA Board of Directors since 2005 and was elected President in 2006; he is the first east coast builder to earn that honor. The entire TD team provided much of the content of the 2009 PTBA Conference in Asheville NC including 5 session presentations and 4 multi day workshops. Info on various workshops presented by TD team members can be found using the following links:

http://www.trailbuilders.org/conference/2006/art_science06.html

<http://www.trailbuilders.org/conference/RoadToTrail.html>

<http://www.trailbuilders.org/conference/Mechanized.html>

<http://www.trailbuilders.org/conference/2006/Anatomy.html>

TD staff have also attended and presented at many other trail related conferences including: World Mountain Bike Conference (2005, 2006), IMBA World Summit (2002, 2004, 2006, and 2008), and many more.





The TD team celebrates the completion of a 180' elevated timber trail feature in Saddle Creek Bike Park



Experience- Past projects and relevant history:

Project Name: Saddle Creek Bike Park (private)

Location: Sarasota FL

Project Description: Transformed a 17 acre parcel that was flat with little vegetation and trail interest into one of the most diverse trail experiences in the world. The project planned/designed and built many different artificial eco-zones to add interest to the property, in addition to building the trail itself. The eco-zones included: rain forest area, bamboo forest, wetland gardens, tropical dunes area, woodland lake and riparian area, mountain zone area, and a desert zone. The major site work and larger planting material was done before the trail construction, with smaller planting and landscaping done after the trail was in place.

Work Performed: 2+ miles of trail construction and manipulation of land and terrain to create a system with many options. Work included: bench cutting, surfacing with lime rock and crushed shell, rock and other TTFs, and lots of wood structures including one roller coaster boardwalk over 1000 linear feet in length.

Construction methods/materials: All and everything. Dirt shaping, trail surfacing, working with wood to design and build long and short features including ladder bridges, boardwalks, skinnies and teeters, rock armoring, and much more. The TD worked with many different types of materials on this project: dirt, rock, boulders, telephone poles, smaller poles, rough cut decking, cables and ropes and more.

Project Duration: All TD construction work was performed in 30 days, though other aspects of the project lasted much longer. Planning and design for the project started over a year before the construction phase.

Client Reference Information:

Client's representative and Landscape Architect for project:

Larry Washmuth- Stewart-Washmuth and Co

941-377-4704

larry@swco-la.net

Project Name: Valmont Bike Park

Location: Boulder CO

Project Description: Valmont is one of the newest and largest bike parks on public lands in the US. TD had 6 staff out for 2+ months in summer 2010

Work Performed: Sub-contract work (Alpine Bike Parks was the lead) including XC trail, flow trail, technical features and the cyclo-cross course

Construction methods/materials: Bench cutting and shaping dirt with machines, rock work and timber work

Project Duration: 2.5 months

Client Reference Information:

Judd de Vall- Alpine Bike Parks

604-962-1951

judd@alpinbikeparks.com

Project Name: Tamarack 4-Seasons Resort

Location: Donnelly ID

Project Description: TD worked for 3 summer seasons building the lift access downhill trails and XC trail networks at this ski and summer resort. Tamarack was announced to be one of IMBA's Ride Centers and our work was creating the great trail network to live up to this designation. TD was a sub-contractor to IMBA, with IMBA's Joey Klein serving as designer and architect and TD doing much of the construction.

Work Performed: Machine work of XC and downhill trails using Sweco Traildozer, mini excavator, and other trail machines. TD also helped to train and manage the finish crew for some of our time there.

Construction methods/materials: Bench cutting and machine work in very steep, rocky and difficult terrain building downhill, flow style and XC trail. Also built rock TTFs.

Project Duration: TD was involved in the project for 3 summers with each duration consisting of 2-3 months.

Client Reference Information:

Joey Klein- IMBA Project Manager

303-601-2410

joey@imba.com

Project Name: East Tennessee State University

Location: Johnson City TN

Project Description: Risk Assessment and Management Plan

Work Performed: Inspection of current trail system and bike park area, development of a risk management plan

Project Duration: Field work and risk management plan development- 30 days

Client Reference Information:

Lynn Nester- Director of Campus Recreation

423-439-7938

Nesterla@etsu.edu

All above projects were completed on time and within budget.

Risk Management Assessment For East Tennessee State University Mountain Bike Trails and Facilities



Presented by

Trail Dynamics
art & science of trails

PO Box 664 • Cedar Mountain, NC 28718
www.TrailDynamics.com • 828.862.5613

UNDERSTANDING OF PROJECT AND PROJECT REQUIREMENTS:

The Trail Dynamics team has intimate knowledge of Rocky Knob Park and a great understanding of the needs of local riders. This knowledge combined with our extensive past experience will be used to create the “best bang for the buck” of the \$35,000 budget for this project. Creativity will be a key factor in developing a great skills area at RKP and the TD team has many creative members well versed in many areas of needed skills including: rock work, carpentry, dirt shaping and over-all flow. We also fully understand risk management and that knowledge will be important in the shaping of this skills phase.

CONCEPT DESIGN, APPROACH, METHODS AND MATERIALS:

Trail Dynamics will engage 4 of our planning/design staff before the construction begins to assess the possibilities and challenges of the proposed area for the skills park at RKP. The lead design team will be responsible for taking the concept into a more detailed plan and preparing tasks and plans for the construction crew. This team will consist of: Woody Keen, Ed Sutton, Kristian Jackson and Mike Thomas.

Design team members will create an overall plan, needed materials list and assignments of different crew members to different aspects of the build out. TD always has an inventory of custom treated and rough cut lumber for creating timber trail features. The goal of the week of planning is to have concepts dialed so that when the full team arrives on site construction will be as efficient as possible and thus the whole project completed in a very timely manner and open to the public in early spring.

We have included several concept drawings and maps to illustrate our ideas for features to be included in this skills phase at Rocky Knob. It should however be noted that concept plans, fancy artwork and drawings do not in of themselves yield a great skills area. Drawings of trail features from past projects are often included in submittals, but such may not work in a site as unique and challenging as Rocky Knob. TD’s approach is site specific trail features that are designed and built onsite and thus work best for any given landscape and bike park. No re-cycled features from past projects, but instead new and improved and site specific features to take advantage of unique landscape features present in the proposed skills area. TD does of course call on many past projects experiences to help develop and innovate bike park features.

We propose 3 main components for inclusion of this phase:

1. A gravity fed PBJ (pump, berms and jump trail) Trail. This flow and rhythm trail will take off from the saddle under the power-line and tying in low on in the trail system to take advantage of as much gravity fed trail as possible. This is a highly sought after product in any bike park and our research has sited about the only place (see concept plan) that such a trail can be built (Rocky Knob does not lend itself to big flow type trail). This trail differs from other trail built to date at RKP in many ways: wider spec (5-6') to allow for faster speeds and bigger jumps and table tops, all downhill and thus a true gravity fed experience.
2. A mini skills area located in the saddle area and power-line corridor. This would serve as a warm up before hitting the larger progression based skills area, but also give faster riders something to play on while waiting for slower riders in their group to reach the saddle when on a group ride.
3. A larger progression based skills area located between the power-line corridor and Lower Knob Trail. This area would feature several levels of difficulty and slightly higher consequence for failure as the different routes step up in challenge. Difficulty levels will be clearly marked and risk will be open and obvious and adhering to best practices as accepted by bike park builders. Access will be controlled though one entry point and access trail and additional warning language will be developed and recommended to TDA. A kiosk with recommended warning signs and other info such as a schematic drawing of the area will also be suggested.

Overall risk strategy will be developed during design and development phase and training TDA staff and Boone Area Cyclist volunteers on needed inspections and safety protocol will happen after completion of construction. Risk management components include: controlled access into larger skills area with proper warning signage, design/built wood structures using best practices including high texture rough cut wood for traction, appropriately built trail features based on difficulty level, and training for on-going management of skills area. We also propose to work on the access road leading from landfill area to the saddle as this is a key access route for emergency vehicles in the event of an accident in the skills area or on the Upper Knob trails. The addition of broad based dips will improve long term sustainability of this important emergency access corridor and thus part of a good risk management plan.



Mini skills area:
Looped skills trail featuring rock gardens, skinnies and log ride features. This will give a warm up before hitting the main skills area or continuing onto the Upper Knob Loops. The design focus will be on very low risk features thus no need for controlled access.

Larger progression based skills area:
Featuring large rock features, rock gardens and elevated timber trail. Three different skill levels will be available with elevating risk thus the need for controlled access and additional warning language.



Access/Entrance Trail: Will be controlled and managed through one entry point and all trails will all be one way. Kiosk will feature warning sign and schematic of area options.



Gravity-fed PBJ Trail: This will be a wider (5') trail with open corridors for faster speeds featuring pump sections, large berm turns, and table top jumps (but everything roll-able).

Key elements and components of TD proposed concept for skills areas:

-Progression: Distinctively different lines for different difficulty levels

-Variety of types of features: Ladder bridges, skinnies and log rides, rock drops and rollers, flow and rhythm pumping etc.

-Connectivity: Connecting to current trail at top and bottom of a flow through pattern in skills area

-Risk Management: TD is a leader in understanding and incorporating good risk management strategy into design/build bike-park features

-Challenge: While providing an appropriate level of safety

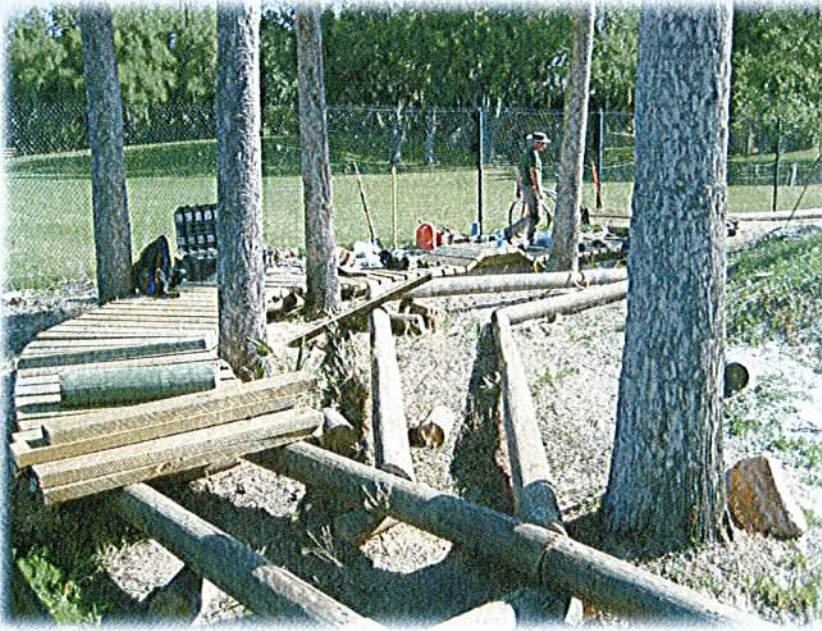
-Fun!

Materials for raised timber trail and other wood TTF features:

All lumber for wood structures used by TD is custom ordered rough cut (CCA treated) and not stock lumber from Lowes. This yields a better quality finished product with rustic looks but meeting the durability of pressure treated wood. Framing material for wood features would consist of 3"x10" rough cut, and timber round poles of various sizes (depending on spans), and all decking for elevated structures would be rough cut (for traction and a more rustic look) true dimension 2"x6" boards. Our custom ordered rough cut deck boards are significantly stronger than a store bought 2x6 and have great texture that does not get overly slick with use. This level of texture for a mountain bike specific trail is critical for risk management.

Tread width for raised timber structures would vary according to trail feature difficulty, height off of ground and fall zone considerations. Railings will generally not be required and considered a last option for specific trail feature risk management, and only used in extreme cases where the fall zone and height risk issues cannot otherwise be mitigated. In the unlikely case of railing being needed, the design and implementation of such railings will be executed in such a way that the railing itself does not become a hazard to riders (railing width and height are important).

All wood features will follow commonly accepted (by a number of PTBA bike park builders across the US) best practices. Best practices includes: use of rough cut decking for better traction of mountain bike tires, beveled edges on decking to reduce cutting type injuries in cases of falls, appropriate deck tread widths commensurate with feature height and fall zone considerations etc.



A TD designed raised timber trail under construction at a bike park. Framing sub-structure consists of super strong treated round poles which allows for longer spans and canting of the riding surface.

The same structure after the decking has been applied. Note the subtle cant for banked turns, attention of detail around trees, beveled edges of deck boards, and overall quality of this section of raised boardwalk.





TD uses only custom treated rough cut 2"x6" (true dimension) boards for decking of all bridges and timber trail features. This rough cut wood has a more rustic look, has better texture and therefore traction, and the full 2x6 dimension yields a much stronger deck board as compared with commercial planed wood available at lumber yards and hardware suppliers.



Below: The log-wizard makes quick work of beveling the edges of deck boards. This is the level of detail that can be expected with TD built wood structures and the benefits are better looking structures but also reduced possibilities of edge injuries.



Rocky Knob Park development has had great success as a hybrid project and we propose a continuation of this style of construction. Skill areas however need a much higher level of oversight and management to assure quality construction of features and good risk management strategy is being incorporated. By having a larger team of experts on this project, volunteer management would not be an issue for our team. We would propose a schedule of 2 different TD teams working with over-lap in the middle of the week. One team would work a normal Mon-Fri schedule while the second crew would work Wed-Sun. This would allow for TD team members to always be on the project site, especially on weekends when larger numbers of volunteers would be available and needing close management. A few key skilled volunteers would be welcomed during the weekdays, but the goal would be develop plenty of good volunteer tasks during the week and then complete features and special sections on the weekend with many hands working collectively with oversight and management by TD team members. TD staff members have extensive experience in managing volunteers in these hybrid project approaches.

Examples of tasks that the TD would complete during weekdays preparing for volunteer help: framing and timber work of elevated wood features, preparing logs and timbers for ride skinnies, rock work, machine work on flow/rhythm sections and preparing for volunteer management for weekend projects. Examples of good tasks for volunteers (managed by TD team members): detailed rock work, final hand shaping of berms and jumps, decking and final touches on wood features etc. Tedious and difficult heavy-lifting tasks such as hauling timbers, deck-boards (for wood features) and rock-surfacing material into areas is best left to special machines such as tracked haulers. We find that preventing volunteer burn out is best achieved by making tasks interesting with a real sense of accomplishment. TD owns a full fleet of machines including tracked carriers that will greatly reduce the need for volunteer transport of building materials.

Special machines and tools provided by Trail Dynamics that would be very helpful in the development of a remote skills area at Rocky Knob: TD owns and operates the largest fleet of trail building equipment in the industry. This allows for efficient building of different types of trail: Sweco Trail Dozer for flow and jumpy trails and mini and micro excavators for tighter and more technical trails. Tracked carriers greatly reduce the grunt factor of carrying needed materials long distances. Special wood and timber tools include: stand up deck screw gun, log wizard planing tool, generators for power tools, impact drivers for lag bolts and timber locks and more.

Proposed Timeline:

-Mid-Late March (as soon as winter snow melts off and we can access the land): Planning and design team onsite for 3-5 days developing plan

-Early-Mid April: Full TD team at Rocky Knob for 2+ weeks for implementation and construction

-Late April- Early May: TD risk management team works with TDA and BAC to develop risk management recommendations and signage plan for skills area

Early-Mid May: Grand Opening to public of the new skills area at Rocky Knob Park

Proposed Budget Breakdown: \$35,000

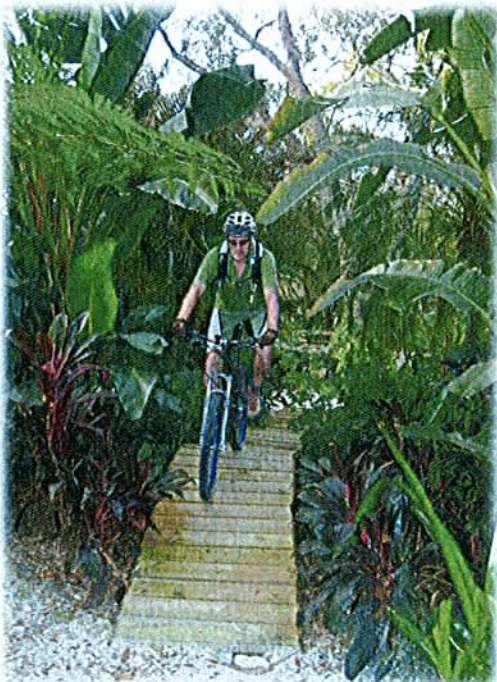
Planning and design work (includes MOB, lodging and food and 3-5 days of field work) - \$4,000

Construction (includes MOB, crew salaries, lodging and food): \$25,000
(PBJ trail-\$3,000, Mini-Skills area-\$2,000, Main skills area- \$20,000)

Materials (lumber, hardware, and other needed items): \$5,000

Follow up and post construction (working with BAC and TDA staff on risk management and signage program): \$1,000

Post construction work would consist of the following: working with TDA and BAC to develop a signage program and overall risk management protocol and training volunteers on needed safety inspections of constructed features.



Conclusion: Why choose Trail Dynamics for the design/build of the Skills Area at Rocky Knob Park?

-Large team of experts: More creative process due to increased input from a varied design team; faster build out results in quicker turn-around and spring 2012 opening to public

-TD has knowledge and experience at Rocky Knob: No one knows Rocky Knob better than our team

-Trust, reputation and respect: We are trusted by the riding community to provide a great product and our name is synonymous with great mountain biking

-Risk Management understanding: Developing a good risk management strategy will be important in this project, and TD understands RM better than any other trail contractor

-Hybrid approach: Ability to attract, motivate and manage volunteer labor

-Special tools and equipment: Hauling equipment so we don't break the backs of volunteers; special wood working equipment makes ladder bridges more efficient to build

-Variety of skills and features: Our team is well versed in many disciplines: rock work and features, elevated wood structures including ladder bridges and skinnies, pump and flow trails etc.

-Better materials: Using custom ordered materials yields a better finished product for all timber trails and wood TTF features

-Past history of on-time completion of work at Rocky Knob Park:
We will have the skills area ready to ride in spring 2012

Trail Dynamics: Guiding your trail development process from concept to completion with experience, expertise and passion.



What others say about Trail Dynamics:

"That trail designer deserves a beer. That is a quote from one of our out spoken riders. Trail Dynamics rebuilt one of Tallahassee originals trails, they managed over a 1000 hours of volunteer labor and 10,000 opinions, while transforming an under used trail into one of the most popular trails in Tallahassee. The Trail Dynamics team converted suggestions from club members into functional trail features. Ed Sutton said "this is your trail, what features do your riders like". Every trail comment is positive; club membership and participation are up, we love our trail."

Ken Foster

President- Tallahassee Mountain Bike Association a SORBA chapter

"Woody Keen visited HMBA and helped us with long term trail planning at O'Bannon Woods State Park, helped us by hiking the Brown County State Park Trails with state parks staff and a City Park Manager, but most importantly gave a great talk to our group about the importance of designing trails with kids in mind. Thanks Woody".

Paul Arlinghaus

Hoosier Mountain Bike Association

"We prefer to work with Trail Dynamics whenever we can and they have helped us considerably on a number of large projects. Not only does TD build fun, flowy trails but they are extremely professional and bring unparalleled expertise to any project."

Chris Bernhardt

Director of Consulting Services- IMBA

"Mind Numbingly Boring: That's what we used to hear about our 19 year old mountain bike trail. Not anymore. Using Trail Dynamics assessment, planning, and public process skills this past year has made all the difference. We're ready for the next step in creating a better user experience for mountain bikers - trail construction and improvements which start now."

Jim Schmid

Trails Manager

National Forests in Florida

"I originally planned to hire several designers for trails in Tallahassee so we could have trails with different styles and experiences. Then I met the Trail Dynamics team and realized they had the diversity on the team that I was looking for. Each member brings a different perspective and skill that adds diversity and interest to the trails they produce.

The Trail Dynamics team is clearly committed to customer satisfaction and quality work. Unlike other contractors I have worked with, I found myself running to keep up with the enthusiasm, energy, and attention to detail of the TD team. All of the team members, from senior designers to equipment operators, are highly skilled and do some impressive work.

I usually try to get the most out of any contractor and push them to provide all of the work included in the project scope. The Trail Dynamics team was so enthusiastic and creative that they exceeded the scope and provided more than we asked for. I know I got all that we expected and more. Our users love the new trail and all of the attention to detail and rider experience has really paid off."

Chuck Goodheart
Tallahassee Parks, Recreation and Neighborhood Affairs

I have been riding Uwharrie for over 10 years. I love the land and the trails. But I have always been a little concerned about some of the grades and erosion issues. When my best friend, and expert trail maintenance guy, Chris Green, told me IMBA was going to be out there, I got enthused. When he told me that a trail building company was going to be working on the trails, I got excited. I have to say that the recently improved trails on the Keyauee loop have exceeded my greatest expectations! I was so impressed that I rode the loop twice yesterday (one was a night ride), camped at wood run, and rode them again today. Everyone that I have talked to that has ridden them are very impressed. I think I ran into about 8-10 people from Charlotte and Fayetteville because they heard about the new trails. You have outdone yourself, cutting new trail where the old needed to be abandoned, and keeping the great existing trails and improving upon them. I am delighted and hope the USFS will hire you for future trail work. If you ever need help, I am sure Chris Green would be willing to volunteer, along with myself. I

have been riding with him for 15 years and his passion, love and knowledge for mountain biking and trail physics is substantial. Thank you for all that you have done.

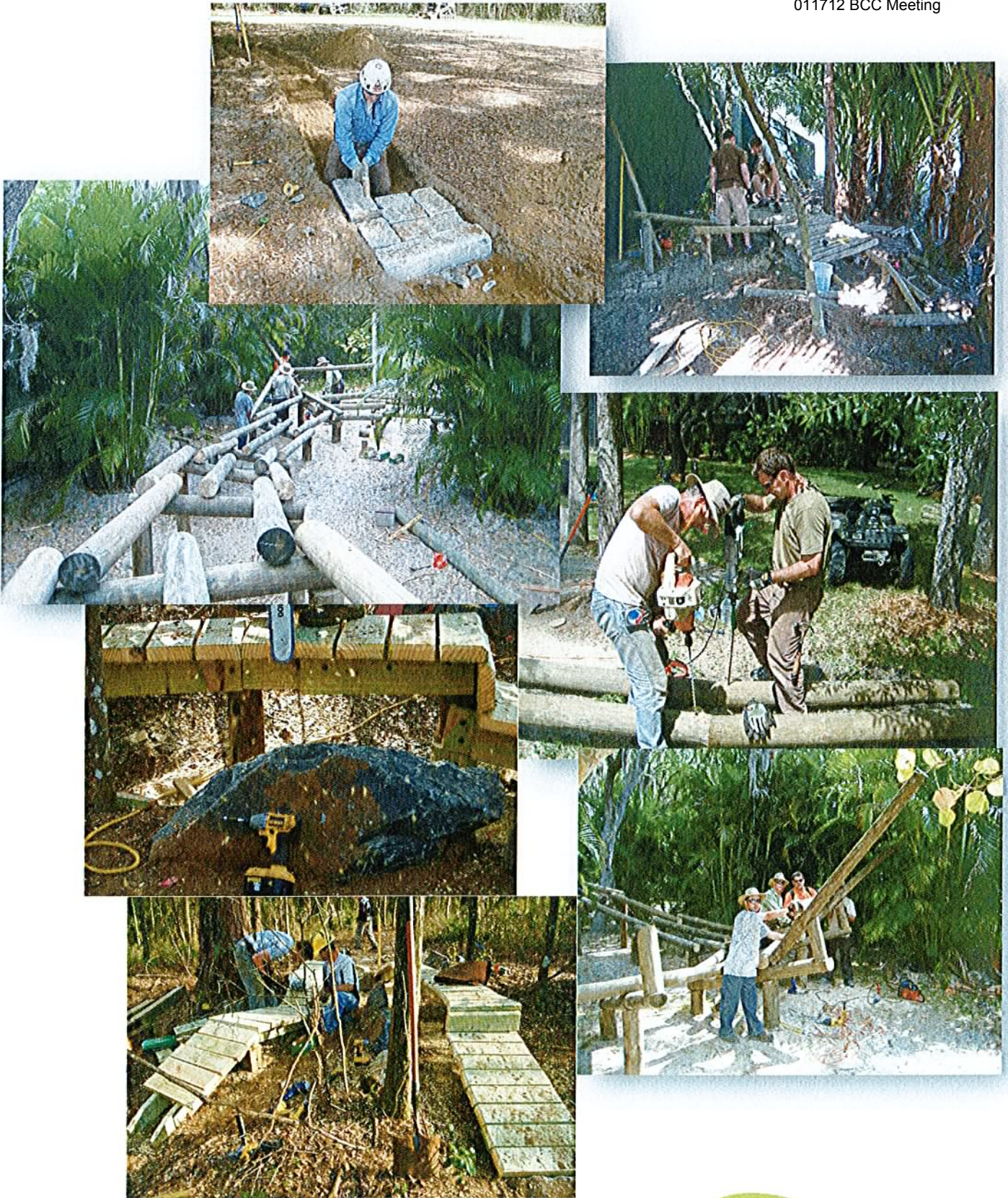
Sincerely, Todd Tucker, AIBD, CPBD

Saw your note/sign at Uwharrie yesterday. Uwharrie very well may be the best trail in our state now. Our bunch from the High Rock Lake region – 45 minutes away - rides it regularly. The trail design hits all the stimulation points with us. Charlie Sink-Lexington, NC

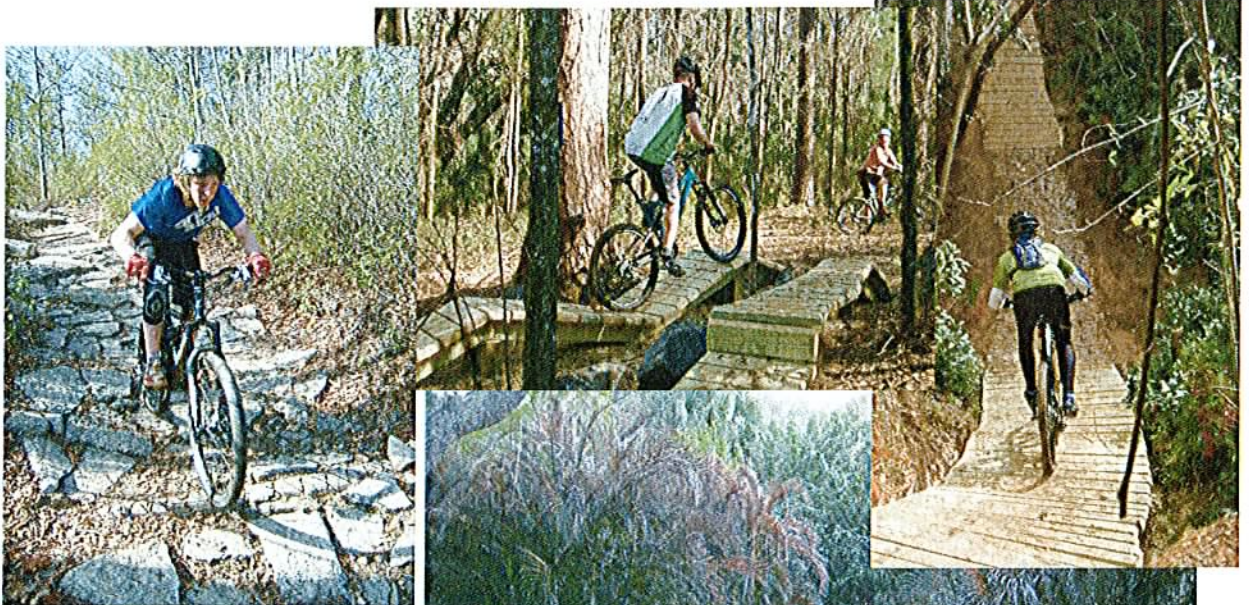
I am one of the leaders of the group of Scouts you passed as we were riding Keyauwee on Saturday October 22, 2011. We rode the trail in both directions. We especially liked the downhill section that was new as we rode in the counter clockwise direction. I know the boys also like any downhill where there were little jumps built into the trail in spots where there was no danger of hitting trees. I'm sure the top portion (towards the end riding in a clockwise direction) will be worked on soon, and I would like to ride it when it is done. There is one portion where there is slick, exposed rock that we had to ride across. If there is a way around that it would be nice as we all walked that portion due to how slick it was and the angle of the slope. One addition that I thought would be nice was a map at the start that shows the trail and elevation changes over the length of the trail. Also, as far as we were concerned, we loved it, and the more single track the better. Thanks, Daniel Brown

Congratulations TD Team on another great year! It's always a true pleasure working with you characters. Having worked with a number of different trails companies over the past years, I can truly say that your passion, professionalism, diversity of skills, and willingness and ability to innovate will- good economy or bad- keep TD at the successful forefront of the trail building industry.

Scott Linnenburger Kay-Linn Enterprises

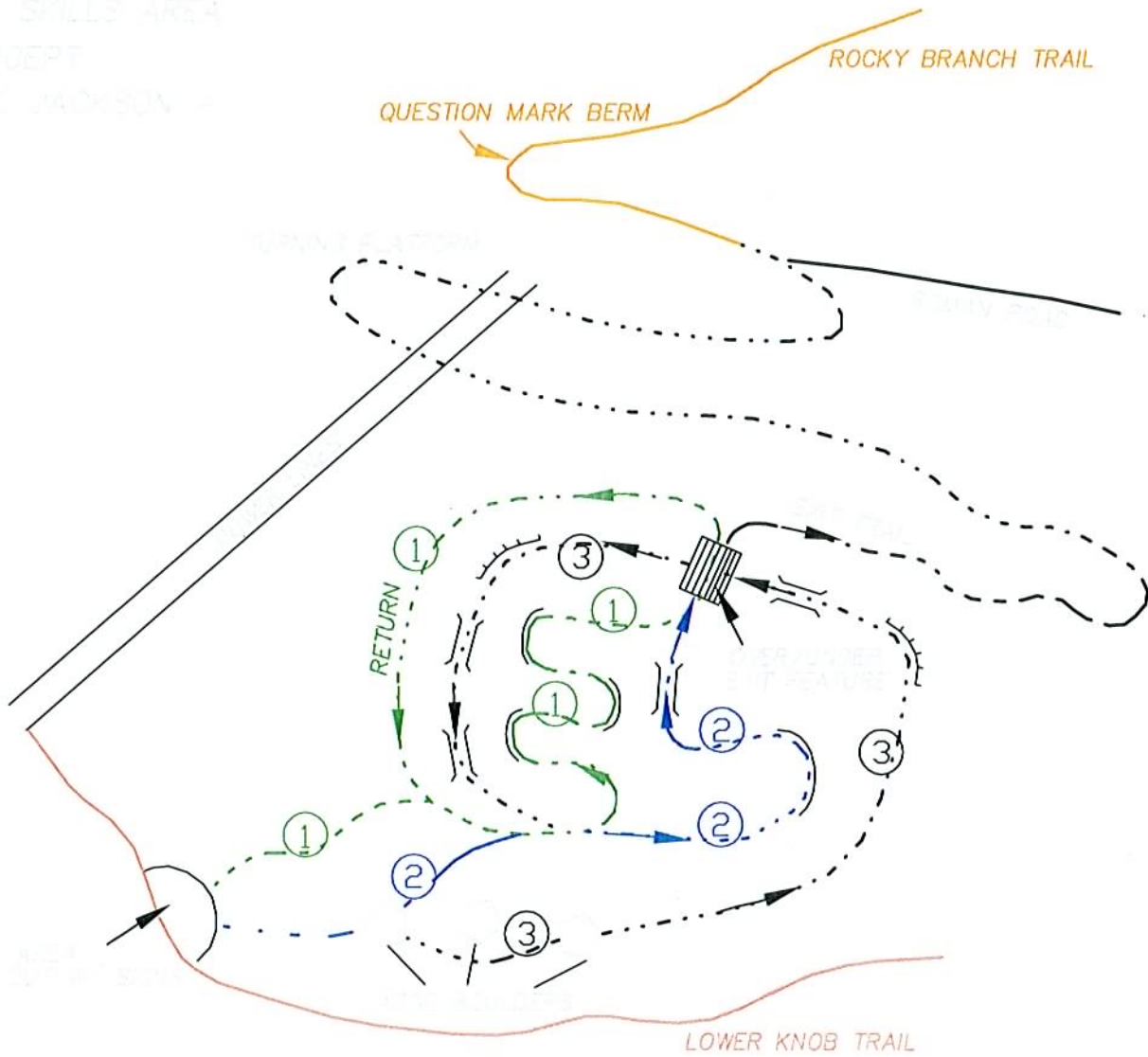


Trail Dynamics
art & science of trails



Trail Dynamics
art & science of trails

AKA SKILLS AREA
CONCEPT
- K. JACKSON -



DESIGN + BUILD 3 LEVELS OF FEATURES
TO ALLOW FOR PROGRESSION

- - BEGINNER
- - INTERMEDIATE
- - ADVANCED
- ROAD
- ③ - FEATURES



PO BOX 664, CEDAR MOUNTAIN, NC 28718
Telephone: (828) 862-5613 Email: Info@traildynamics.com

DRAWING NOT TO SCALE

R&P SKILLS AREA
CONCEPT
- K. JACKSON -



DESIGN + BUILD 3 LEVELS OF FEATURES
TO ALLOW FOR PROGRESSION

- BEGINNER
- INTERMEDIATE
- ADVANCED
- CROSS
- 3 - FEATURES

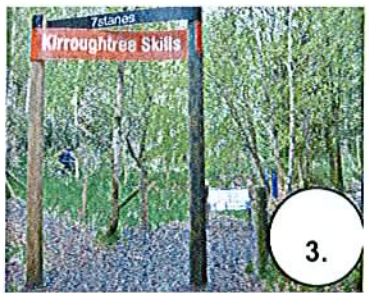


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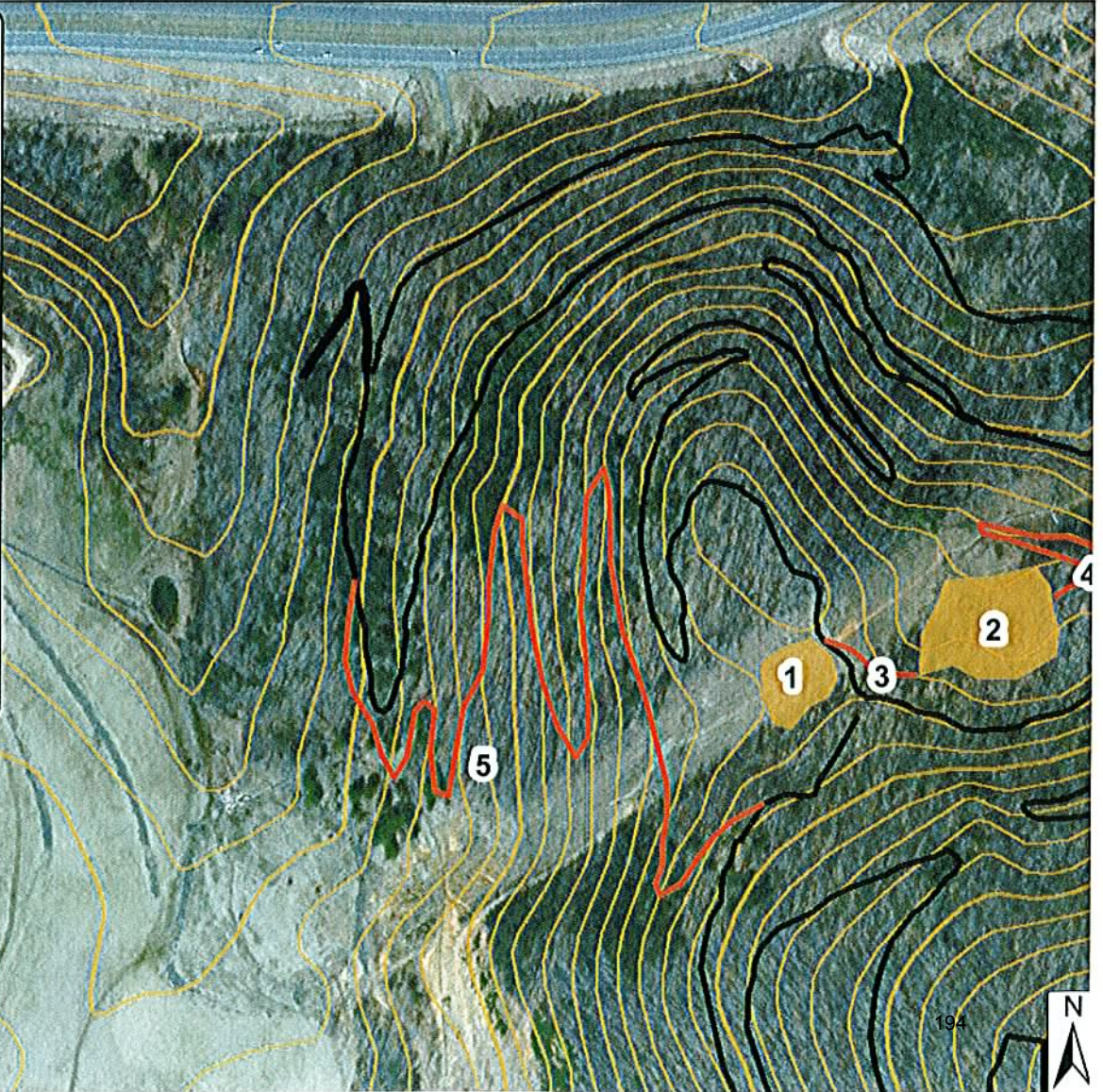
DRAWING NOT TO SCALE

Rocky Knob Skills: Concept Proposal

Trail Dynamics
art & science of trails



- 1. Mini Skills Loop
- 2. Large Skills Area:
See detail Concept Plan
- 3. Entrance Trail and
Warning Signage/Kiosk
- 4. Exit Trail
Connecting to Roman Road
- 5. PBJ Trail:
Pump, Berms and
Jumps- Flow/Rhythm



- Proposed Trail
- Proposed Areas
- Existing Trails
- Contour at 20 feet

AGENDA ITEM 9:

TOURISM DEVELOPMENT AUTHORITY MATTERS

A. Bid Award Requests for Rocky Knob Park

2. Playground

MANAGER'S COMMENTS:

Mr. Woolridge will present a contract with Beanstalk Journeys for the construction of a playground at the Rocky Knob Park. At the October 11, 2011, meeting, the Board requested the project be rebid due to concerns with the original request for proposal. With assistance from the County Attorney, TDA staff rebid the project. Beanstalk Journeys was the only vendor to submit a proposal due to the desire to use natural materials.

The WCTDA Board unanimously approved Beanstalk Journeys proposal and contract in the amount of \$75,000. The playground is another component of the County fulfilling its PARTF requirement for Rocky Knob Park.

Staff requests the Board approve the contract with Beanstalk Journeys in the amount of \$75,000 to construct a playground at the Rocky Knob Park.

MEMO

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

From: Eric Woolridge, Tourism Planner
Watauga County Tourism Development Authority (WCTDA)

Date: December 29, 2011

Re: Award of Playground Contract for Rock Knob Park

At the October 11, 2011 Board of Commissioners meeting, TDA staff presented a recommendation to hire Beanstalk Journeys to construct the adventure playground at Rocky Knob Park. However, at this meeting the Commissioners and attorney expressed some concern about the bidding process. After further consultation with the county attorney after the meeting, the TDA rebid the playground project using a Request for Proposals (RFP) drafted by the county attorney.

At the November 15th TDA board meeting, staff presented the new playground RFP drafted by the county attorney, which described in detail the county's desire to construct a playground of natural materials. TDA staff, with the assistance of Stephen Poulos, Director of Parks and Recreation, appealed to the playground manufacturers that had originally submitted proposals, but only Beanstalk Journeys willingly submitted a revised proposal. The others companies declined, apparently because they only provide pre-fabricated playground equipment.

Request

At their December 13th meeting, the TDA Board of Directors recommended (unanimous) that the Watauga County Board of Commissioners enter a contract for \$75,000 with Beanstalk Journeys to construct the playground. This contract will be paid using TDA funds currently budgeted for this item, requiring no funds from Watauga County. With the completion of this facility, the bike skills area, and other facilities currently under contract, Watauga County will fulfill their obligations for the \$500,000 Parks and Recreation Trust Fund grant.

Also, from a legal perspective, the county attorney has expressed his support of this contract.

Attachments

1. Revised proposal from Beanstalk Journeys
2. Previously submitted playground renderings, all of which were for same price point

Beanstalk Journeys Adventure Playground At Rocky Knob Park Proposal

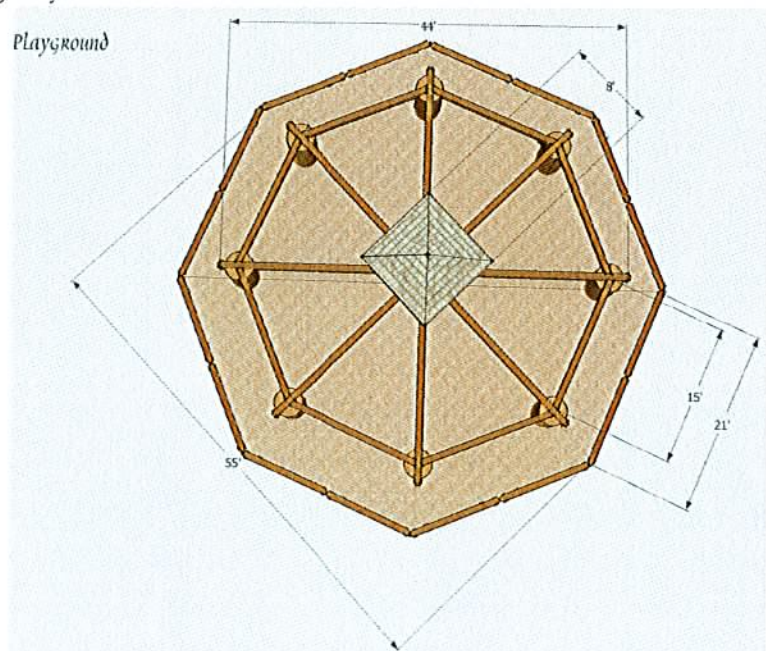
*Proposal Presented to Watauga
County Tourism Development
Authority*

*Prepared by
Beanstalk Journeys LLC
Jonas Ridge, NC
November 30, 2011*



Design Specifications:

- Nine Hemlock logs will be used for the structural foundation being connected by sixteen horizontal beams.
- A 60' x 60' flat area is required for the playground footprint, a separate 12'x24' flat area is required for the swing installation, this is to comply with ASTM section 9.4.1.
- The playground structure will be in compliance with ASTM safety standards for playground equipment for public use.
- Sixteen events made of one-inch nylon rope, chain, and treated wood, will be located in between the giant hemlocks, approximately 16 feet wide. The events provide full body workout in a fun and challenging way.
- An enclosed 8' x 8' tree house will be located on top of the center log.
- Peripheral cribbing is provided to retain ground covering necessary for proper ground safety.
- Appropriate safety signage will be provided.
- Project completion time is 6 weeks from time of signed contract and receipt of first draw.



Key Personnel:

The Beanstalk building team will consist of one project manager and two to three carpenters all who are beanstalk employees.

Caleb Elkins (project manager), has been building The Beanstalk Adventure Playground for us for 5 years. He has been a major part the creation and development of this truly unique design. Caleb has proven his system of building to be efficient and has 17 Beanstalk Adventure Playgrounds to represent his quality of work. Caleb has also has extensive experience working in the challenge course industry where he is continuously refining his rigging and craftsmen skills.

Sean Condron (Carpenter), also has experience building this design, and has been a key part of some of our major projects.

Warranty:

Warranty: Beanstalk Journeys LLC. (BJ) warrants that the facility shall be free from structural defects and defects in workmanship under normal use and service, with the obligation of BJ under this warranty being limited to repairing and/or replacing any part of the goods which shall within two one year after the date of installation be determined defective.

Warranty repairs and materials shall be provided within 30-days after notification by the owner. BJ shall have no obligation to repair or replace any part of the goods damaged by normal wear and tear, misuse, vandalism, act of God or other cause not the act of Seller.

Maintenance:

The design offers minimal maintenance. A yearly inspection is necessary in order to ensure longevity of the product. Beanstalk charges \$ 400,00 per inspection. That includes, structural analysis and any adjustment necessary on the events. After the inspection a written report will be provided for client's records.

Pricing:

All portions for the design, installation and operational equipment will be provided.

Beanstalk Adventure Playground	\$75,000.00
---------------------------------------	--------------------

Terms:

- 50% - \$37,500.00 - Deposit with the signed agreement.
- 30% - \$22,500.00 - Mid project draw.
- 20% - \$15,000.00 - Upon completion of construction and installation.

Yours in Adventure Education,



Mike Fischesser

Beanstalk Journeys Adventure Playground Proposal



Rocky Knob Park

Overview:

Beanstalk Journeys LLC will provide the installation, including design, construction, and operational equipment, for the following:



Beanstalk Adventure Playground

General description:

The Adventure Playground offers over 300 feet of linear activity that provide different levels of challenge for kids, allowing them to work out while playing and having fun. Giant hemlock logs and 8x8 treated post compose the foundation of the structure, that sustains a large 8x8 tree house on top and provides the layout of initiatives below. A combination of one inch nylon rope, chain and craftsmen work provide an exciting arena for endless play. The design requires minimum maintenance and repair.

This instrument drawn by: Eggers, Eggers, Eggers and Eggers, PLLC,
Attorneys at Law, Boone, North Carolina 28607

STATE OF NORTH CAROLINA

CONTRACT

COUNTY OF WATAUGA

THIS AGREEMENT, made and entered into this the ____ day of _____, 2011, by and between Beanstalk Journeys, LLC (hereinafter referred to as "Beanstalk"), and Watauga County (hereinafter >County=);

The County, being the owner of a 185 acre tract of land located in Watauga County known as Rocky Knob Park located near the town of Boone, County of Watauga, North Carolina, upon which it is desirous of constructing a timber frame playground facility, as more particularly described in the request for proposals issued by Watauga County for this project;

W I T N E S S E T H :

WHEREAS, Beanstalk Journeys, LLC is a North Carolina limited liability company with its principal place of business in Jonas Ridge, North Carolina which specializes in wooden playground equipment and construction; and

WHEREAS, Watauga County is the Owner of 185 wooded acres located on Scenic Byway 421 just east of the Town of Boone, which is known as Rocky Knob Park; and

WHEREAS, the Watauga County Tourism Development Authority (WCTDA) is working to make the Boone Area a top outdoor recreation

destination in the United States; and

WHEREAS, the proposed park plans call for wooden playground complex consistent with the environment and other facilities at Rocky Knob Park; and

WHEREAS, Beanstalk Journeys, LLC was the sole bidder on this project at \$75,000.00, which has been determined by Watauga County to be a reasonable price for the work to be performed; and

WHEREAS, the purpose of this contract is for Beanstalk Journeys, LLC to work on this project to completion and to represent and advocate for the County's interests among subcontractors, contractors, and suppliers in construction of the playground facility;

NOW, THEREFORE, the County and Beanstalk, in mutual consideration of the terms and conditions set forth herein, and upon the recitals set forth above, the parties hereby agree as follows:

1. Beanstalk shall fully construct and install the playground in accordance with the bid specifications and proposal, not inconsistent with the terms contained herein. Beanstalk shall work on this project to completion and to represent and advocate for the County's interests among subcontractors, contractors, and suppliers in construction of the playground. Prior to beginning work, Beanstalk shall provide shop drawings by a licensed North Carolina engineer to the satisfaction of Eric Woolridge. The entire construction project, inclusive of the materials to be supplied by Beanstalk

shall be for a sum not to exceed seventy-five thousand (\$75,000.00) dollars, which shall include all fees and expenses of Beanstalk, all materials necessary to build the playground to completion, and all necessary design services and engineering to the satisfaction of the County. Only materials of the highest quality shall be supplied or used in construction, and the timber used shall be top quality Hemlock logs. Beanstalk agrees to exercise a fiduciary duty to County to see that all materials used are of highest quality, and that all work performed by subcontractors, agents or employees is performed in a workmanlike fashion, free of defect, and in a manner so as to meet the specifications provided for in the request for proposals and bid submission. Beanstalk agrees to reject and to immediately notify county if any materials supplied by any entity or individual, or if any work performed by any subcontractor, agent, employee, or professional is not in keeping with the highest standards of workmanlike performance and to exercise a fiduciary duty with respect to ensuring that County's best interests in this project are protected. The price above includes the costs of any and all additional consultants, subcontractors, or others on behalf of Beanstalk, including but not limited to all costs associated with any work performed by licensed NC engineers and excavators who shall act as subcontractors of Beanstalk.

2. No work shall commence or proceed on additional features other than the playground as set forth herein unless such work is authorized in

writing and signed by the County and Beanstalk which shall include a detailed statement of the additions to be performed and the amount of time to be spent on the additional features. In no event shall the total project costs, inclusive of any change orders, exceed the total sum of seventy-five thousand dollars (\$75,000.00).

3. Watauga County shall pay Beanstalk 10%, or \$7,500.00, upon the execution of this contract; 40%, or \$30,000.00, upon delivery of materials to the construction site; 35%, or \$26,250.00, upon completion of sixty percent of the installation project; and the remaining 15%, or \$11,250.00, upon successful completion of the total job. Completion of the total job is to be determined in the sole discretion of the Watauga County designated project manager and a Watauga County building inspection official. Beanstalk shall pay all subcontractors, including but not limited to excavators and licensed NC engineers for work performed on this project.

4. Beanstalk shall contract the playground consistent with the following requirements:

a. The playground must provide at least 300 linear feet of activity area for children which provide different levels of challenges for children of different ages.

b. The playground must be constructed of a log design framework, consisting of wood, nylon rope, chain and other materials appropriate for a

playground. The playground must be consistent with best practices in the industry and comply with all required safety regulations for public children's playground. The playground must also be created in such a way that it allows for minimum maintenance and repair by the County.

c. The playground must comply with all ASTM standards for materials.

d. The playground must include at least sixteen events suitable for children's entertainment, including but not limited to a tree house of at least 64 square feet, peripheral cribbing where necessary to ensure safety, appropriate signage, at least one slide, swings, climbing structures, bridges, and other obstacles.

e. Beanstalk shall, in addition to the work set forth herein, inspect the finished work at least yearly at an annual fee of no more than \$400.00, and shall prepare a report which addresses the structural analysis of the playground and any adjustments necessary for the events for at least three years.

5. Watauga County designates Eric Woolridge as the Project Manager for this project on behalf of the County. As such, only Eric Woolridge or his duly appointed successor as named by the Watauga County Board of Commissioners, may act to sign any change orders relating to this project. However, in no event does Eric Woolridge have authority to increase the total contract price, including change orders, to exceed the total sum of seventy-five

thousand dollars (\$75,000.00), without prior written approval from the Watauga County Manager.

6. Beanstalk shall submit records of payment for materials and payments to subcontractors for the work described herein on a monthly basis to Watauga County on a monthly basis to Margaret Pierce, the Watauga County Finance Officer, at margaret.pierce@watgov.org, with a copy of the invoice to Eric Woolridge at eric@exploreboonearea.com. Payment shall be due and payable upon the date of signed approval by Eric Woolridge on behalf of Watauga County. At all times relevant to this contract, Beanstalk shall keep and maintain records for construction units and other daily work for comparison with the County's records.

7. Beanstalk agrees to complete this project by July 1, 2012. It is the responsibility of Beanstalk to complete this project as scheduled and time is of the essence in the performance of this contract. If for any reason it appears that this project will be delayed, Beanstalk shall notify the County, in writing, as soon as possible with an explanation of the reason(s) for the delay. If the delay(s) is approved by the County, the schedule may be modified and the agreement amended. Both failure to give the required notification of delay and failure to meet the completion deadline shall constitute failure to perform in accordance with the terms of this agreement and the agreement may be terminated in accordance with this agreement.

8. This Contract is entered into in Watauga County, North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. The parties hereby agree that Watauga County, North Carolina is an appropriate venue for the resolution of any disputes arising as a result of this contract. If a dispute arises out of or relates to the Contract which cannot be resolved informally between the parties, the parties agree to conduct pre-litigation mediation, consistent with the rules of Mediated Settlement Conferences for the Superior Court of North Carolina, prior to the filing of any suit arising out of this Contract.

9. Watauga County shall cooperate with Beanstalk to coordinate the completion of this project, and shall specifically coordinate all meetings with County staff, interested associations, and the public involvement on this project.

10. In addition to the terms set forth above, Beanstalk shall:

- a. Consult with the County to ascertain the requirements of the project and shall confirm such requirements to the County.
- b. Prepare and file the required documents for the approval of governmental authorities having jurisdiction over the project for purposes of obtaining all necessary construction permits.
- c. Establish and conduct a regular schedule of meetings between Beanstalk and the County. Such meetings shall be maintained throughout the entire

construction period and shall be for the primary purpose of assessing the progress of the work and recommending such remedial actions as are necessary to maintain progress and to complete the project within the contract time.

- d. Process and approve, or take other appropriate action in respect of, progress schedules, shop drawings and other required submissions promptly.
- e. Prepare change orders as required, and have such change orders properly executed and approved before beginning work on account thereof.
- f. Submit all necessary documentation involving compliance with minority business utilization commitments to the County relating to any subcontractors utilized by Beanstalk.
- g. Provide general administration of the performance of construction contracts, including inspection and continuous liaison of the work to ensure compliance with plans and specifications, which inspection shall be by qualified and mutually agreed upon representatives of Beanstalk as often as necessary to ensure compliance with plans and specifications.
- h. Assist the County in Scheduling and conducting final inspection of the project, and coordinate the date for such inspection with the County.
- i. Assemble written guarantees, affidavits, manuals of inspection for operation, if applicable, and other required and closing papers; obtain certificates of final completion, certificates of compliance from all consultants

whose seal appear on the plans and specifications if required by G.S. 133-1.1; final certificates for payment; and set date for beginning of the guarantee period, forwarding all closing papers to the County.

11. Beanstalk agrees that its representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of plans and specifications. All such decisions and interpretations shall be binding upon Beanstalk as if made by it; all such decisions shall be confirmed in writing at the earliest reasonable date, with copies to the County, conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents; Beanstalk's representatives shall be replaced promptly and without protest at the request of the County, if in the opinion of the County, such representatives are either negligent or unqualified to perform their duties.

12. Upon completion of the project Beanstalk shall deliver the As built drawings to the County, and Beanstalk warrants such plans shall conform to the final project as constructed.

13. Prior to final payment to Beanstalk, Beanstalk shall prepare and deliver to the County a final report of the completed project, which shall include a certification by an appropriately qualified individual that the playground meets or exceeds ASTM requirements.

14. Beanstalk shall be responsible for all administrative costs related to

the project, including, but not limited to, the following:

- a. Providing required number of plans and specifications for review for all agencies involved in the project;
- b. Paying all cost of handling, mailing, etc., of plans and specifications to any sub-contractors of Beanstalk;
- c. Paying for all telephone calls, travel, administrative overhead cost and any other expense incurred by Beanstalk;
- d. Provide and maintain, at Beanstalk's expense, such insurance as will protect Beanstalk and the County from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the County and Beanstalk from all claims for bodily injury, death, or property damage which may arise from the performance of Beanstalk or by Beanstalk's employees during the course of Beanstalk's functions and services required under this Agreement, such insurance being in amounts of at least one million dollars (\$1,000,000.00) for general liability insurance per occurrence and workers compensation coverage of at least five hundred thousand dollars (\$500,000.00) per occurrence. Beanstalk shall insure all materials and the premises and structure that are the subject of this contract, that is, the playground facility, until completion of the project and final payment by County. Beanstalk shall list Watauga County as an additional insured for the duration of this work. Copies of these policies shall be

provided Watauga County's project manager, Eric Woolridge.

15. All materials provided by Beanstalk, or any other party shall be free from liens, encumbrances, and claims of any individual, partnership, corporation, or entity. Beanstalk hereby waives any and all claims of liens related to this project on behalf of itself or its subcontractors.

16. Time is of the essence in the completion of this project.

17. Beanstalk agrees to indemnify and hold harmless the County, of any and all liability arising from any breach of contract or any other action related to, or incidental to, the performance of this contract.

18. Beanstalk warrants the materials used in this project to be of highest quality and fit and proper for the purposes which they are to be used. Where specifications are general in nature, all materials are to be equal to or exceed those specified. Beanstalk further warrants that all work will be completed in a workmanlike manner according to the highest standards and guaranteed to be free from defect due to inferior installation or construction. Beanstalk further warrants that the facility shall be free from structural defects and defects in workmanship under normal use and service, for a period of two years after the date of installation and acceptance by the County.

19. Watauga County shall not be responsible for incidental or consequential damages as a result of any breach of this contract, or for any Acts of God, fire, riot, war, civil unrest, or impossibility beyond the control of

the County.

20. Records of Beanstalk's personnel, consultants, additional services and expenses pertaining to the project, and records of accounts between the County and other parties shall be kept on a generally recognized account basis, and all such records shall be available to the County or its authorized representative at mutually convenient times.

21. All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the sole property of Watauga County.

22. In event of termination, Beanstalk shall receive payment for services rendered prior to the receipt of written termination notice from the County. Any work done by Beanstalk and any materials delivered by Beanstalk or any other supplier prior to termination shall become the property of the County.

23. In the event notices are to be sent to either party under this agreement, such notices will be sent to the following addresses by regular mail, with adequate postage attached thereto:

Watauga County	Beanstalk Journeys, LLC
Attn: County Manager	c/o Mike Fischesser
815 West King Street	6995 Skyland Road
Boone, NC 28607	Jonas Ridge, NC 28641

24. Beanstalk may contract with subcontractors for the completion of its work. A copy of each subcontracting party's agreement shall be provided to Watauga County. Beanstalk agrees that it shall be responsible for the work

of its subcontractors as though it were performing each and every act itself in which the subcontractor engages, whether authorized by Beanstalk or otherwise.

25. The County and Beanstalk each binds themselves, their partners, successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this agreement. Neither the County nor Beanstalk shall assign, sublet or transfer its interest in this agreement without the written consent of the other.

26. This agreement, together with the attached Exhibits, Exhibit A (Request for Proposals) and Exhibit B (Proposal of Beanstalk Journeys), represents the entire and integrated agreement, between the County and Beanstalk and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written contract. To the extent anything contained in either of the Exhibits conflicts with any provision of this contract, the terms of this contract shall control over the terms of the Exhibits. The Request for Proposals shall control over the Proposal of Beanstalk Journeys.

27. If any provision of this contract is unenforceable, invalid, or illegal, the remaining provisions will continue in full force and effect.

28. In the event that any incorporated documents conflict with the

terms and conditions of this contract, the terms and conditions set forth in this document shall control.

IN WITNESS WHEREOF the County and Beanstalk have executed this Agreement, the day and year first above written.

County of Watauga

Beanstalk Journeys, LLC.

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

By: _____
_____ (print)
Authorized Representative

ATTEST:

By: _____
Clerk to the Board

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

Margaret Pierce
Watauga County Finance Officer

AGENDA ITEM 9:

TOURISM DEVELOPMENT AUTHORITY MATTERS

B. Recreation Trails Program Grant Application Request

MANAGER'S COMMENTS:

Mr. Woolridge will request the Board endorse the New River Paddle Trail grant application and, if the grant is awarded, enter into an encroachment agreement with NCDOT. The grant is for \$75,000 from the Recreation Trails Program with an \$18,750 match from the WCTDA. The project will construct two (2) river accesses at Green Valley Park and Pine Run along the New River. The WCTDA will be responsible for all construction and maintenance costs associated with the project and encroachment. The County will not be required to provide any funding.

WCTDA seeks Board approval of the project.

Direction from the Board is requested.

MEMO

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

From: Eric Woolridge, WCTDA Tourism Planner

Date: January 10, 2012

Re: Recreation Trails Program Grant

At their January 10, 2012 meeting, the Watauga County Tourism Development Authority (WCTDA) Board of Directors authorized staff to submit a 2012 Recreation Trails Program grant. If awarded, the \$75,000 grant, along with \$18,750 committed by the WCTDA as a cash match, will be used to implement two river accesses along the New River: Green Valley Park and Pine Run.

As noted in the attached grant application, grant funds will be used to install parking, canoe launch areas, and information kiosks at both locations. In addition, funds will be used to construct a walking trail at Green Valley Park. Nearly 6,500 patrons used the Green Valley access alone according to records by commercial outfitters.

Although the WCTDA is the applicant for this grant request, the grant application does request documentation concerning whether the local governing board approves the project. Also, the Pine Run access will be constructed on NCDOT right of way, which will require an encroachment agreement. Should funds be awarded for this project, WCTDA staff requests that Watauga County enter into an encroachment agreement with NCDOT, allowing the WCTDA to build the access. We are requesting no funds for construction or maintenance from the county.

Request

1. Watauga County endorse New River Paddle Trail project as submitted within the grant application
2. Should grant be awarded, agree to enter into an encroachment agreement with NCDOT, thereby allowing the WCTDA to construct the Pine Run Access



January 20, 2012

Mr. Vincent T. Newman-Brooks
State Trails Program Grants Manager
Mail Service Center 1615
Raleigh, NC 27699-1615

Mr. Vincent T. Newman-Brooks:

The Watauga County Tourism Development Authority (WCTDA) is pleased to submit a 2012 RTP grant application for the New River Paddle Trail: Pine Run and Green Valley Park Accesses project. Please find enclosed our complete application.

Should you have any questions, please give a call.

Sincerely,

A handwritten signature in black ink that reads "Eric Woolridge".

Eric Woolridge
Director of Tourism Planning
Watauga County Tourism Development Authority

Watauga County Tourism Development Authority

815 West King Street • Boone, North Carolina • 28607 • p: 828.266.1345 • tda@ExploreBooneArea.com

Recreational Trails Program (RTP) 2012 Application

011712 BCC Meeting

Due no later than 31 January 2012

Applications received after this date (11:59 pm) will not be considered for funding.

Please contact the State Trails Program if you have questions regarding this application.

If you have specific questions regarding RTP legislation, please reference the FHWA - RTP website

All answer boxes highlighted in RED are required before document can be submitted!

Information provided here and in the Budget section will be used to generate a State Grant Contract if awarded. Be sure to provide accurate and succinct information.

1. Sponsor Agency / Organization Name:

2. Federal Tax ID Number:

3. Sponsoring Agency:

ATTENTION: All contacts and correspondence in reference to this project will be sent to the Project Contact that is listed below.

4. Project Contact Name:

5. Title:

6. Mailing Address:

City:

State:

ZIP:

7. Telephone:

8. E-mail Address:

9. Has your agency received an RTP or AAT Grant the in the past?

If applicable, please provide Contract # and year of grant(s) received

10. Will your agency be applying for a corresponding Adopt-A-Trail Grant for this project?

TRAIL PROJECT INFORMATION

11. Name of Trail Project:

12. Project classification (*applies to project deliverable(s) that will be paid for with RTP funding only*):

If Project Classification is "Combination", provide a breakdown of project classification by %, based on RTP funding.

*Example: New Trail Construction 75%;
Trailhead 15%; and Signs 10%*

Please provide sufficient information, including the closest street address or road intersection, city/town and zip code, to enable staff to locate your trail project on a map. If the project area has a 911 location, provide this information. The latitude and longitude will be used to verify information you provide in the environmental review.

13. Project County:

14. Physical Location of Project:

15. Latitude and Longitude:

Legislative Information (for project site)

16. Congressional District(s):

17. N.C. House District(s):

18. N.C. Senate District(s):

(Include all districts if project falls in multiple districts)

TRAIL PROJECT DETAILS

19. Will completion of this project require additional funding other than the RTP grant amount, and the required 25% cash and/or in-kind match?

No

20. If applicable, what is the source of this additional funding?

N/A

21. Has this additional funding been secured? N/A

22. Provide a brief description of your project, what will this RTP grant pay for and accomplish?

This project includes the implementation and development of two paddle access areas, Green Valley Park and Pine Run, that are major elements of the planned South Fork New River Paddle Trail and Greenway. Grant funds will be used to install parking, canoe launch areas, and kiosks at both locations (see Exhibits: H-1, H-2, H-3, H-4, and H-5). In addition, funds will be used to install a section of the planned South Fork New River Greenway and walking loop at Green Valley Park (see Exhibit: H-1), further enhancing the park and paddle trail experience.

23. The trail project is located on (*CURRENT status of the land*)

private land

24. If trail project is located on private land with stipulations please briefly describe

*Example; easement, lease, MOA/MOU, written permission - **Documentation required***

Green Valley Park is operated by a nonprofit, but is open to the public and has received public support in past (see letter: Exhibit E-1).

The Pine Run Access is located on NCDOT Right-of-Way. NCDOT has committed to providing an encroachment agreement to Watauga County (see letter: Exhibit E-2).

25. Indicate if the trail project is designated as any of the following. Please select the **single highest** ranking designation for your project. If not designated, see question #26.

(Trail designation is applicable for Signs/Blazes and Tools/Equipment)

Authorized State Trail

State Designated Trail

National Trail

Regional Trail

Regional Trail Plans

26. If your trail project is not listed above, please choose one of the following choices.

Multi-county trail plan

27. Recreational Trails Program category is:
(User categories are applicable for Signs/Blazes and Tools/Equipment)

Non-Motorized Diverse Use

28. Primary designated trail user is:

Canoe / Kayak

29. Indicate ALL permissible trail uses for this RTP project:

- ATV
- Canoe/Kayak
- Equestrian
- Pedestrian
- Mountain Biking

30. Will the project sponsor be responsible for long term maintenance of this project? Yes

31. If no, indicate organization/agency responsible for maintenance and agreement type.

Example: written, MOU/MOA, etc. - **Documentation required**

The Watauga County TDA has created a yearly "maintenance" line item within their budget. The Pine Run Access will be maintained through this mechanism. The Green Valley Access will be maintained by the nonprofit operating that park (see letter: Exhibit E-1).

Project Description

(Limit your text to the visible area)

32. Provide a brief statement describing project readiness. Is the project just in concept? Plans in hand? Ready to build? If your project is funded, how soon can you start construction? Do you have all necessary permits for the project?

These projects are part of the adopted Boone Area Outdoor Recreation Plan. Both properties are secure: Pine Run is controlled by NCDOT and Green Valley Park is operated by a nonprofit. The Pine Run access is currently being engineered and permitted using CWMTF monies. All signage and the canoe launch designs have been fully designed and engineered. Both of these accesses are being used by the public, but in more of an informal capacity. In fact, commercial outfitters logged nearly 6,500 users at the Green Valley access in 2011. This doesn't include the many locals and visitors with their own canoes/kayaks that used the access.

33. Provide a brief statement describing project sustainability. What specific construction methods and materials are being used? How often and what type of maintenance will be needed for this trail project in the future? Who will be responsible for management of the completed trail project?

Both the Pine Run and Green Valley Accesses are being utilized by the public, but neither have been appropriately planned to support the activity, particularly as this relates to bank stabilization. RTP funds will allow us to construct fully engineered canoe launch areas. This design will be similar to the one we developed for the Watauga River paddle access that was funded by RTP in 2010 (see Canoe Launch Detail, Exhibit: H-3). Limited maintenance, such as mowing will be needed in future. The Watauga County TDA's Tourism Planner and Green Valley Park will be responsible for management of the facilities.

34. Provide a brief statement describing project connectivity. Does this project complete a critical gap in an existing trail system? Does this project provide a linkage to a larger trail system? Does it connect neighborhoods to schools, parks, or business districts?

Property for four of the six accesses necessary to complete the Boone Area's New River Paddle Trail are secure, and this does not include the Roby Greene access, which the Watauga TDA and NC Wildlife are working with NCDOT to complete with a pending bridge replacement (see Paddle Trail Map: Exhibit B). RTP support will have a significant and immediate impact in the creation of a well-planned, safe, legal, and welcoming resource for High Country locals and visitors.

35. Provide a brief statement describing community support. Does this project involve any other current, planned or anticipated assistance? Is this project providing for a particular community need? Are other partners involved in this trail?

These initiatives are part of the Boone Area Outdoor Recreation Plan and were developed through an 18-month long planning process that included numerous stakeholder interviews and a "recreation summit" that included more than 400 community members. Watauga County Pathways has committed to assisting to raise funds to augment county maintenance funds. Green Valley continues to serve the local community and visitors with a tremendous resource along the New R.

36. Indicate to what degree this trail project will provide assistance to people with disabilities. List any features that are proposed for ADA compliance (surfacing, grades, handrails, font size on signs, etc.)

The walking/biking trail at Green Valley Park will be ADA compliant.

37. Do you have local governing body approval - City/County Council/Board of Commissioners? - **Documentation required & must be included in application attachments.**

Yes (documentation attached)

38. The public has been allowed to comment on the trail project - **Documentation required & must be included in application attachments.**

A public meeting specifically called for this purpose

39. In the space provided below, indicate why your project should be selected for funding over other projects. This is your opportunity to "sell" your project.

The vision of Watauga County TDA is to establish the Boone Area as one of the premier recreation destinations in the east. Accordingly, we have created a 20 year master plan, The Boone Area Outdoor Recreation Plan, to serve as a roadmap for appropriately spending and leveraging occupancy tax revenues to construct "tourism-related capital infrastructure." The South Fork New River Paddle Trail and South Fork New River Greenway are NOT isolated projects, but these efforts are critical elements of a larger economic development vision and plan for the Boone Area.

There are other plans that identify the need for these projects as well. The South Fork Greenway Plan, a project funded by Clean Water Management Trust Fund, and developed with the assistance of Green Valley Park, Todd Community Preservation Organization, and Todd Ruritan, identifies these paddle access areas as "critical nodes," necessary for implementing and connecting a greenway trail in the long-term, while providing an exceptional and sustainable resource to locals and visitors who continue to "informally" use river access areas on private property and eroding river banks. The final element of the CWMTF grant, to be completed in March 2012, will be to fully engineer and permit the Pine Run Access, creating a shovel-ready project. Also, the South Fork Greenway is major element of the High Country COG Regional Plan funded by RTP in 2008.

Property for four of the six accesses necessary to complete the Boone Area's New River Paddle Trail are secure, and this does not include the Roby Greene access, which the Watauga TDA and NC Wildlife are working with NCDOT to complete with a pending bridge replacement (see Paddle Trail Map: Exhibit B). RTP support will have a significant and immediate impact in the creation of a well-planned, safe, legal, and welcoming resource for High Country locals and visitors.

BUDGET INFORMATION

Maximum Grant Award = \$75,000

The RTP Grant Program is a reimbursement grant program. A grantee must first pay for approved deliverables and will be reimbursed by the State for approved costs.

The RTP is a matching grant program. It requires a minimum 25% match for every RTP dollar received. The match may be made with cash, in-kind contributions or force labor, all listed matches will be noted in the State Grant Contract and a grantee will be expected to account for all listed matches. All match funding must be expended during the contract period of an awarded RTP grant.

Enter the amount of RTP funding requested and your minimum required match will be calculated.

RTP Amount Requested X 25% = Required Match

Grant recipients must be able to finance the project while periodically requesting reimbursement.

Budget Section Guidance**Accepted In-Kind Matches & Values:**

- Volunteer Labor =** \$18.18 per hour
Estimate the number of volunteer hours required for each task and multiply by \$18.18 per hour volunteer time as noted by the [IndependentSector.org](http://www.independentsector.org) at http://www.independentsector.org/volunteer_time.
- Volunteer Labor 16 & under =** \$6.55 per hour
For volunteers age 16 and younger, use the state minimum wage of \$6.55 per hour. Sponsors must submit and retain individual time records signed by all volunteers
- Skilled Labor =** Fair market value of labor per hour with proper documentation
- Donated Equipment =** FEMA Equipment rates - see website
<http://www.fema.gov/government/grant/pa/eqrates.shtm>
- Donated Materials =** Fair market value of materials with proper documentation from provider
- Donated Land =** Appraised value of land donated with in 18 months of fully executed State Grant Contract with proper documentation of land value
- Other =** Fair market value of In-Kind match/donation with documentation and/or receipts of purchase

Accepted Force Account & Values:

- Force Equipment =** FEMA Equipment rates - see website
<http://www.fema.gov/government/grant/pa/eqrates.shtm>
- Force Labor =** Current hourly rate of pay for employee labor per hours worked for the associated deliverable
- Force Account Land =** Value of land acquired with in 18 months of fully executed State Grant Contract

PROJECT DELIVERABLES AND ESTIMATED COSTS:

Items to be paid for with CASH only

List below items to be acquired with RTP or Grantee CASH only!

All non-cash In-Kind or Force Labor matches listed on next pages must be referenced to one of the Deliverables listed below.

Ref. #	Item	Dimensions / Description (Ex: Length, width & height)	# of Units	Value per Unit	Amount paid for with RTP funds	Amount paid with Grantee funds	Cash Total
1.	Canoe Launch	10' wide (See "Canoe Launch Detail")	2	\$11,000.00 +	\$22,000.00		\$22,000.00
2.	Information Kiosk	Height: 8', Width: 4' (See "Kiosk Signage")	2	\$3,000.00	\$6,000.00		\$6,000.00
3.	Site Preparation and Parking Installation	1/2 acre	1	\$21,650.00 +	\$7,400.00	\$14,250.00	\$21,650.00
4.	Walking/Biking Trail Design and Installation	.75 mile, 10' wide, natural surface	1	\$39,600.00 +	\$39,600.00		\$39,600.00
5.	Pine Run Entry Signage	Height: 8', Width: 5'	1	\$4,500.00		\$4,500.00	\$4,500.00
6.							
7.							
8.							
9.							

Total Amount paid for with RTP funds:

\$75,000.00

Amount paid for with applicants funds:

\$18,750.00

RTP Project CASH Total:

\$93,750.00

In-Kind Match

Value of Non Cash - In-Kind Services

Identify the type of In-Kind match

Define the match (*what will be accomplished by In-Kind type and what is the amount and value of services/materials/land!*)

Please reference what deliverable number your In-Kind match applies to:

Deliverable Reference #	Type of In-Kind	Description Define: who or what; hours or quantity; and what is to be accomplished	# of Units	Value per Unit	Total In-Kind for Row

Total of All Non-Cash In-Kind Services	
---	--

Force Account (Labor) Match
Value of Non Cash - Force Labor Services

Identify type of Force Account match

Define the match (*what will be accomplished by using Force Account Services*)

Please reference what deliverable number your Force Labor match applies to:

Deliverable Reference #	Type of Force Labor	Description Define: who or what; hours or quantity; and what is to be accomplished	# of Units	Value per Unit	Total Force Labor for Row

Total of All Non-Cash Force Labor Services

Summary of Budget Information

NOTE: Summary page will self-populate, please use as reference to be sure all your totals are accurate.

Total amount paid for with RTP funds:	\$75,000.00
Amount paid for with applicants funds:	\$18,750.00
Total of All Non-Cash In-Kind Services:	
Total of All Non-Cash Force Labor Services:	
Total Grantee Match for RTP Project:	\$18,750.00
RTP Project Total:	\$93,750.00

Environmental Review

Funded projects are required to comply with applicable local, state, and federal regulations. Completion of this section is required except for Signs/Blazes and/or Tools/Equipment. This section will better assist with the coordination of applicable permits.

The North Carolina Recreational Trails Program is made possible through funding from the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and the Federal Highway Administration. A requirement of SAFETEA-LU is compliance with the National Environmental Policy Act, the Historic Preservation Act (Section 106), the Endangered Species Act and other federal, state and local environmental laws, regulations and Executive Orders.

All applicants who are proposing to develop any new trail or trail side facilities or who are relocating any existing trail or trail side facility with RTP grant funds should provide the following information to help determine the proposed project's impact on the environment. This information will be evaluated by staff to determine if this project is in compliance with federal and state rules and regulations. Only projects found to be in compliance will be recommended for funding. The State Trails Program staff are available to provide you assistance. The environmental permit requirements outlined below are not a comprehensive list of all potential permitting requirements. Due to the complexities of various permit regulations, applicants are encouraged to consult environmental regulatory professionals during the early stages of project planning/development.

Archeological Review: *If applicable, pictures of structures required.*

Will your trail project require ground disturbances involving National Register-listed archaeological sites or areas around buildings 50 years old or older?

 No

Rare Species:

Are there any rare species (or habitats supporting rare species) located within two miles of your trail project area?

 Yes

* *The potential for rare species occurrences can be determined by visiting the NC Natural Heritage Program's 'Virtual Workroom' mapper found here:*
http://nhpweb.enr.state.nc.us/public/virtual_workroom.phtml

AND The US Fish and Wildlife Service (USFWS) that provides a county by county listing of federally protected species found here:
<http://www.fws.gov/nc-es/es/countyfr.html>

DWQ Riparian Buffer Permit:

Does your trail project involve ground disturbance or vegetation clearing within 100 feet of mapped surface water (stream, river, pond, lake)?

 Yes

Is your trail project located in one of the DWQ's 'Buffer Basins'/Watersheds (Catawba, Goose Creek, Jordan Lake, Neuse, Randleman)? For more information, see <http://portal.ncdenr.org/web/wq/swp/ws/401/riparianbuffers/rules>

 No

CAMA Permit:

Is your trail project site located in one of the 20 CAMA counties found here http://dcm2.enr.state.nc.us/cama_counties.htm and potentially affects an 'Area of Environmental Concern' (Ex. near a coastal wetland, beach or stream?)

No **Floodplain Permit:**

Is your trail project located within any Federal Emergency Management Agency (FEMA) - designated floodway determined by the NC Floodmapping Program <http://www.ncfloodmaps.com/>

Yes **Sedimentation & Erosion Control Permit:**

Will your trail project require ground disturbance (clearing vegetation, etc.) that is equal to or exceeds one acre?

No

* *Erosion and sedimentation control measures are required regardless of the size of the disturbance in order to prevent accelerated erosion and off-site sedimentation.*

USACE (404) & DWQ (401) Permits:

Will your trail project impact surface waters (streams, rivers, ponds, lakes) or wetlands?

Yes

* *The potential for onsite wetlands can be determined by visiting the US Fish & Wildlife Services 'Wetlands Mapper' found at <http://www.fws.gov/wetlands/Data/Mapper.html> Note that wetlands mapping can be relatively inaccurate. If your project site is suspected to be near or in a wetland it is recommended that applicants have onsite wetland determinations/delineations conducted at the early stages of project development.*

Environmental Assessment:

Will your trail project construct facilities or infrastructures on lands and/or waters owned or managed by any NC DENR agency?

No

Will your trail project construct a building that exceeds 10,000 square feet?

No

Will your trail project have the potential for significant adverse effects on wetlands; surface waters such as rivers, streams and estuaries; parklands; game lands; prime agricultural or forest lands; or areas of local, state, or federally recognized scenic, recreational, archaeological, ecological, scientific research or historical value, including secondary impacts; or would threaten a species identified on the Department of Interior's or the state's threatened and endangered species lists?

No

Environmental Assessment Note: Applicants should include locations of all known wetlands and waterbodies (streams, ponds, lakes) on site plans.

Trail Design Standards

The proposed trail project is being designed according to the following trail construction design standards:

- International Mountain Biking Association: Trail Solutions
- US Forest Service: Trail Construction and Maintenance Notebook
- US Forest Service: Equestrian Design Guidebook for Trails, Trailheads and Campgrounds
- AASHTO: Guide for the Development of Bicycle Facilities
- National Off-Highway Conservation Council: Park Guidelines for Off Highway Vehicles
- Other published trail design standard (list below):

Recreational Trails Program Attachments

NOTE: All items on this list are required if applicable; be sure that all documents are in working order and are included on your CD/DVD to be mailed. Applications missing ANY required documents will not be reviewed for funding.

- Map showing location of trail project to be assisted by the RTP. Map must be 1:24,000 scale USGS Topo map delineating how the project site falls on the land. (required)
(EXHIBIT A)
- Map showing location of trail project within the city, town or county that will allow for proper identification of the surrounding context of the project (required)
(EXHIBIT B)
- Project Timeline (required)
(EXHIBIT C)
- Labeled photographs of project deliverable sites BEFORE disturbance, noting direction of view (required) (EXHIBIT D1: PINE RUN ACCESS
D2: GREEN VALLEY PARK)
- Labeled photographs documenting responses to the Environmental Review questions. (required if applicable for the archeological review)
- Documentation of private land stipulations from property owners granting easements, leases (min. 10 year public trail use), licenses, MOA/MOU or other permissions (required question # 23)
(EXHIBIT E1: GREEN VALLEY LETTER
E2: NCDOT LETTER)
- Documentation of other organizations commitment to maintain this RTP project long term (required if applicable question # 30) (EXHIBIT E1)
- Letter(s) of commitment for donations listed in budget (required)
- Resolution of Governing Body or commitment letter supporting at least a 25% match and completion of project within 2 year time frame (required question # 36)
(EXHIBIT F)
- List of dates, locations and type of public meetings where project was presented to public (electronically or physically) and copies of any public comment received (required question # 37)
(EXHIBIT G)
- Documentation for land acquired or donated and its appraised value (required - Budget Section)

OTHER ATTACHMENTS

H1: GREEN VALLEY PARK PLAN

H2: PINE RUN ACCESS PLAN

H3: CANOE LAUNCH DETAIL

H4: ROADWAY SIGN PLAN

H5: KIOSK SIGN PLAN

User Feedback Form:

We are transitioning our grant application process from paper to an electronic format. As we are in the design portion of this transition, it is imperative for us to have your feedback. Therefore, we are requesting you provide answers to the following questions in order that we can provide a more transparent grant application and approval process.

1. Was this electronic application format more user friendly than the paper application?

2. Was this compatible with the software you normally use?

Yes No

If No, what program works best?

3. Would you be interested in seeing aggregate results of each applications received by year?

Yes No

4. What can we do to make the application process more user friendly?

Each of the "Attachments" requested should be associated with a specific letter(ie. Attachment A: 1:24,00 USGS Quad Map). This will allow the applicant to clearly label the attachment you've requested.

For the final attachment(s), you can request any other applicable site plans or construction drawings.

Questions & Requests for Staff Assistance

In an effort to provide a more user-friendly, transparent, and efficient application process, we are shifting to an electronic application format. As part of that process we are also tracking responses to the format change and requests for assistance.

As in the past, we are ready, willing and available to assist with technical assistance at all stages of the project from concept to completion.

Please submit any requests for assistance to [Vincent T. Newman-Brooks](#). The request will be logged and the appropriate staff member will contact you shortly.

By submitting the requests electronically, we will be able to match your needs with the right staff member and we will be able to develop a Frequently Asked Questions (FAQ) page to make the process more user-friendly.

We are looking forward to working with you on your project!

Submission of Application

The application deadline is **January 31st, 2012 @ 11:59pm**
Electronic submission is required by this date and time.

Also, please mail a postmarked package of your electronic application and all listed attachments on one CD, DVD or flash drive containing labeled digital versions of your application complete with all mapping and supporting documentation by deadline to :

State Trails Program Grants Manager

Vincent T. Newman-Brooks

Mail Service Center 1615
Raleigh, NC 27699-1615
Phone: (919) 715-1846
Fax: (919) 715-3085

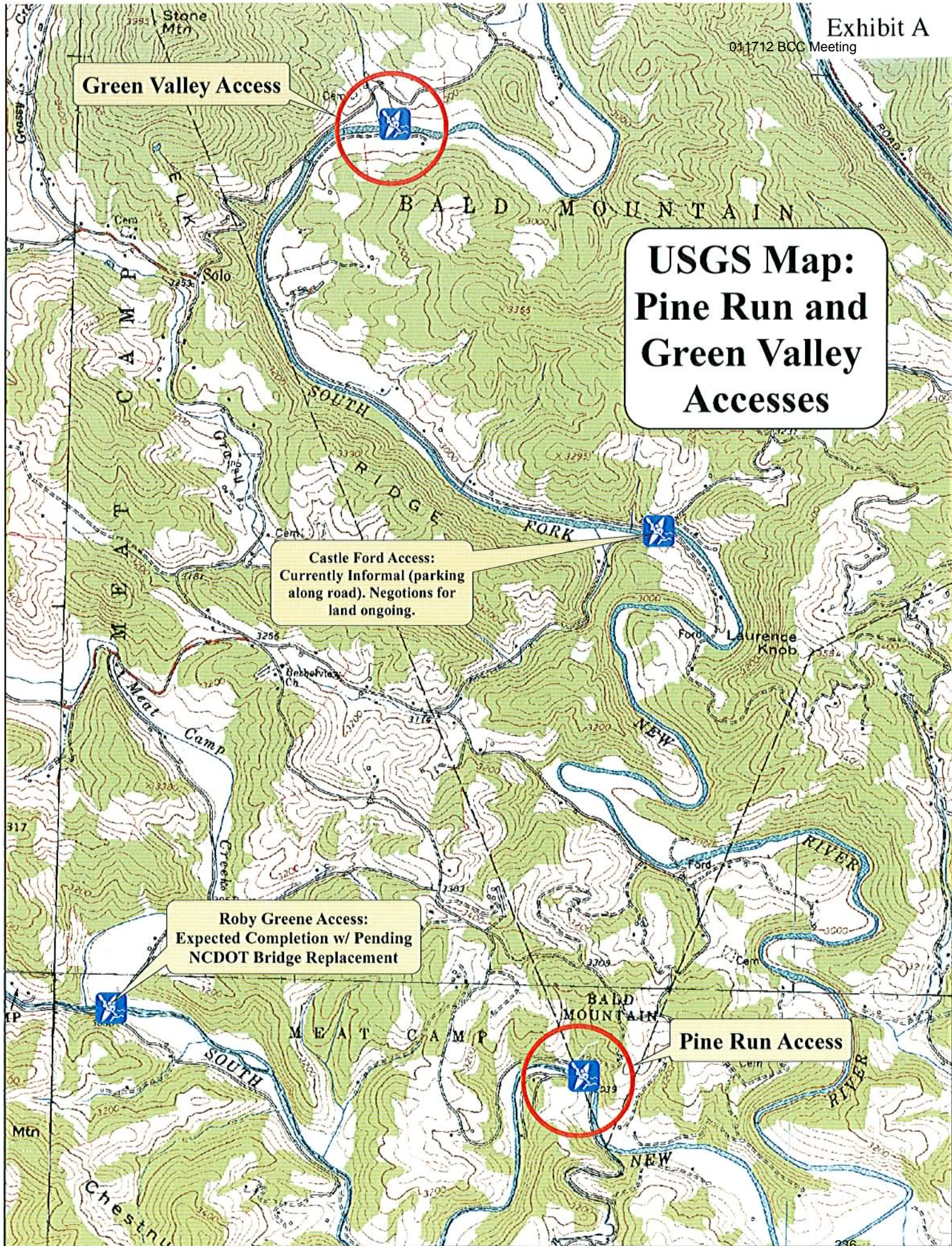
Authorization

"I am authorized by the Project Sponsor to submit this application and understand that this application will be evaluated on the basis of the information submitted, and the submission of incorrect information can result in this application being withdrawn from consideration.

Typed Name (required):

Title:

Date:



Green Valley Access

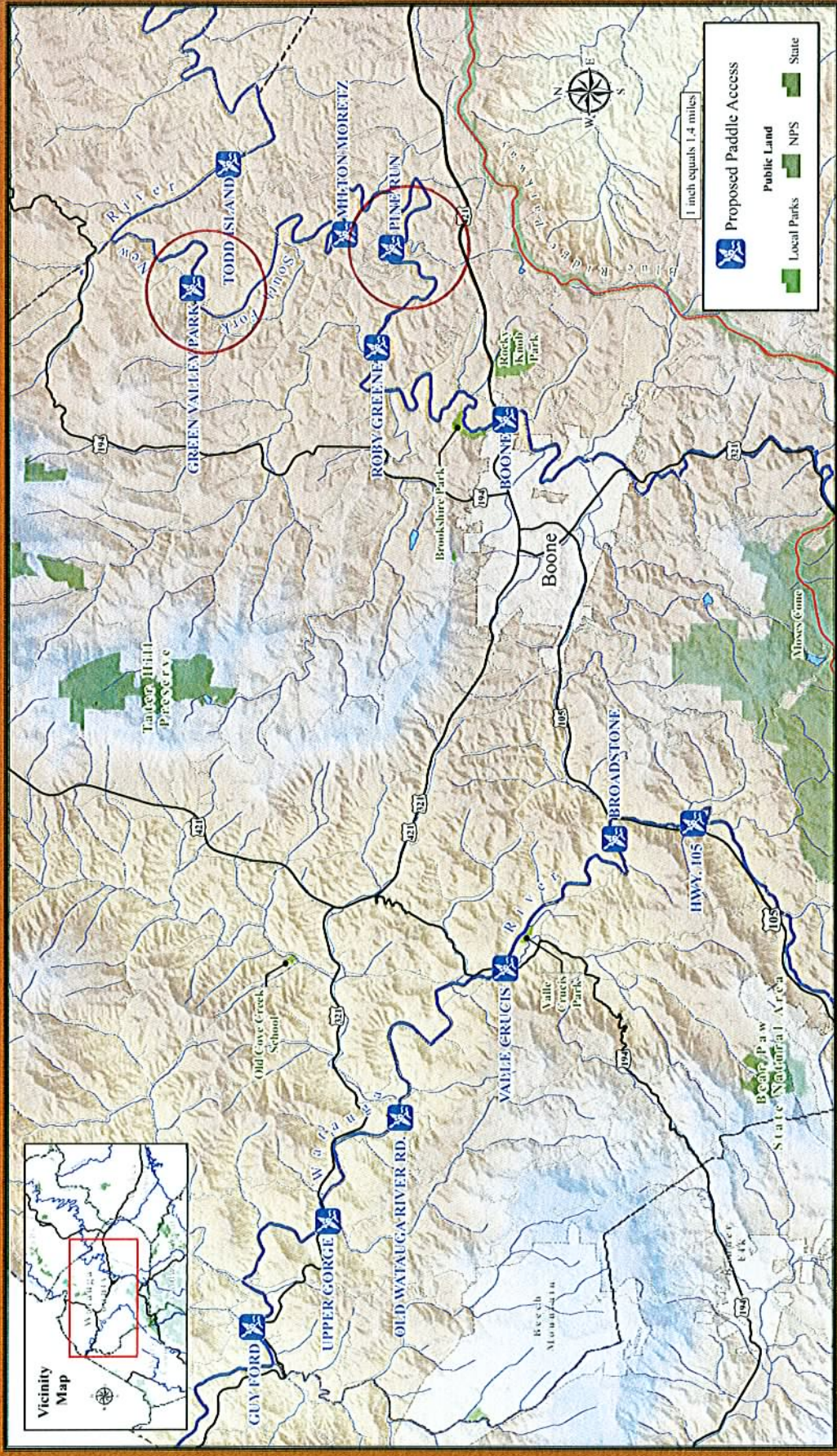
**USGS Map:
Pine Run and
Green Valley
Accesses**

Castle Ford Access:
Currently Informal (parking
along road). Negotiations for
land ongoing.

Roby Greene Access:
Expected Completion w/ Pending
NCDOT Bridge Replacement

Pine Run Access

MAP 6: WATAUGA RIVER AND NEW RIVER PADDLE TRAILS



2012 RTP Grant Project Timeline

for

Project: New River Paddle Trail: Pine Run and Green Valley Park Paddle Accesses

by

Applicant: Watauga County Tourism Development Authority (WCTDA)

Once the grant contract is signed, the WCTDA project the following timeline:

Bidding and Contract Approvals (5 months)

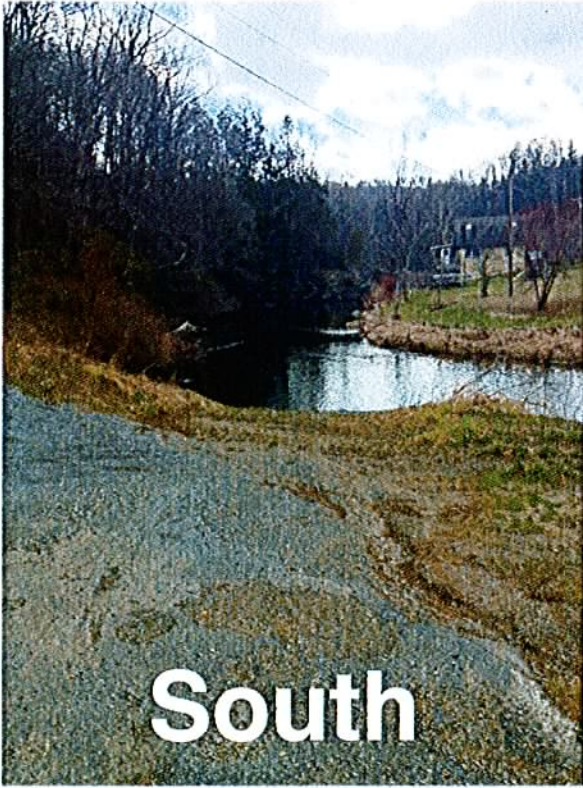
- 1) Canoe Launch (2)
- 2) Kiosks (2) and Pine Run Sign
- 3) Pine Run Parking Lot Installation
- 4) Green Valley Trail Design

Construction (12 months)

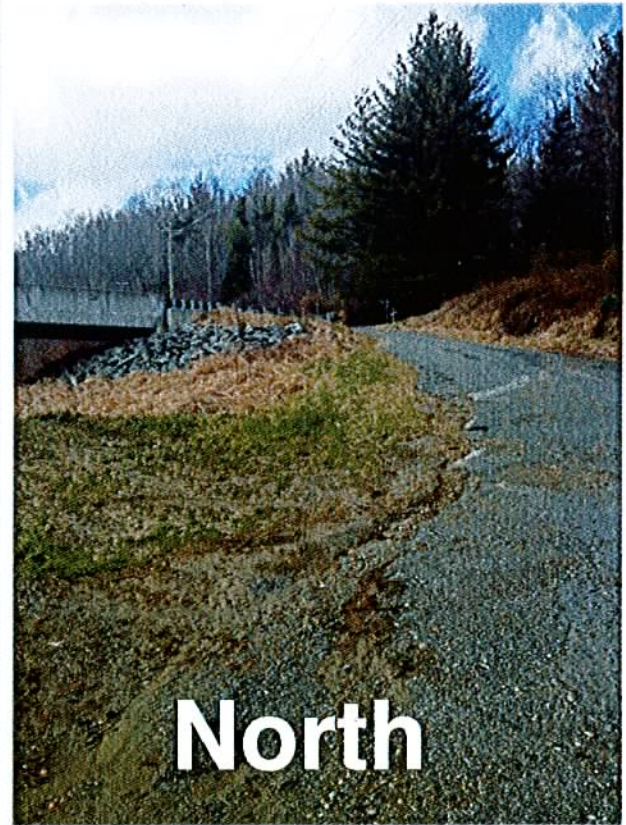
- 1) Canoe Launch (2)
- 2) Kiosks (2) and Pine Run Sign
- 3) Pine Run Parking Lot Installation
- 4) Green Valley Trail Design

Total Project Time: 17 months

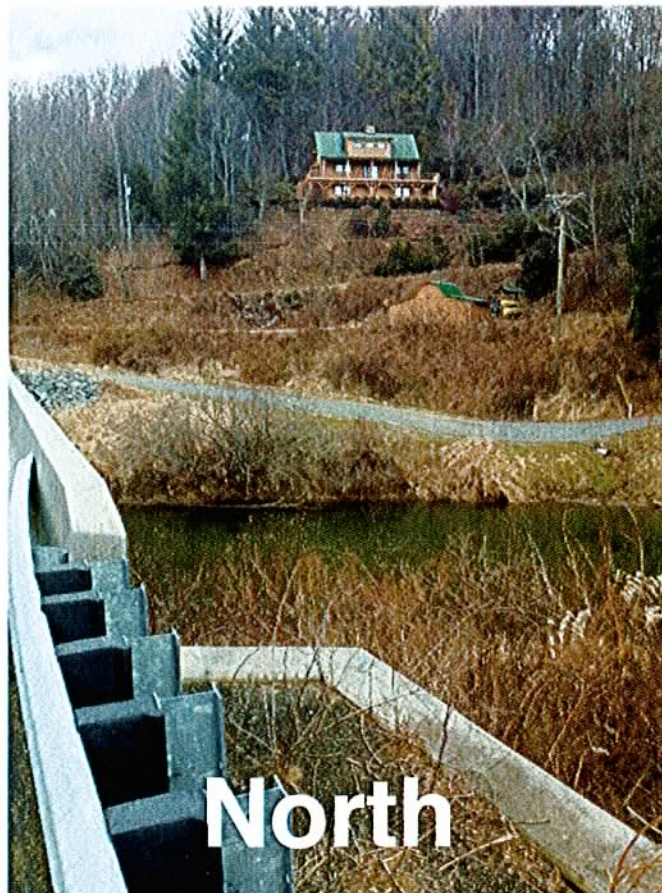
Pine Run Access Site: 1/7/12



South

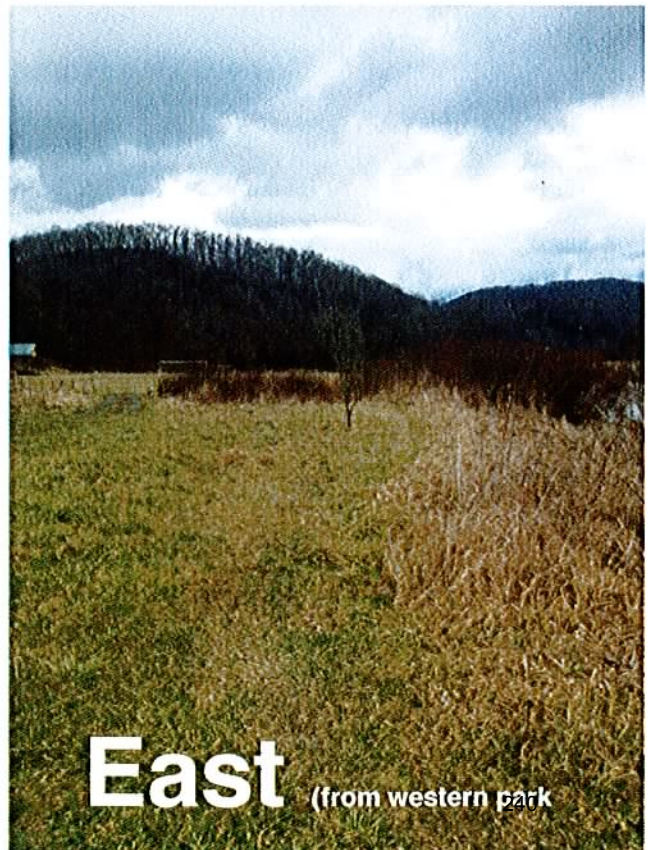
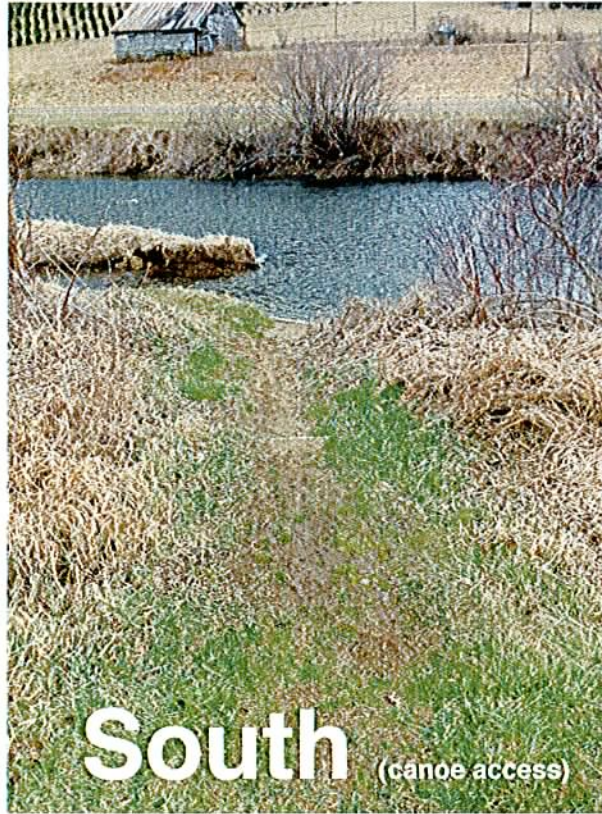


North



North

Green Valley Site: 1/7/12





January 4, 2012

To Whom It May Concern:

The Green Valley Park Board of Directors is aware that the Watauga County TDA is submitting for grant funds to the Recreational Trails Program in order to enhance the park's paddle access and create a portion of the South Fork New Greenway Trail along our property.

The purpose of the letter is to express our ongoing commitment to providing and maintaining a park that is fully open to the public. Although Green Valley Park is completely out of debt, should Green Valley Park ever default, the property would go to Watauga County as outlined in a signed agreement from 2007.

Green Valley Park and this section of the New River continue to see increased growth in usage each year. A summary of park usage during the summer of 2011 from local river outfitters includes:

- 1) River Girl Outfitters – 4,256 patrons
- 2) High Country Expeditions – 1,786 patrons
- 3) Other Groups – 376 patrons

Total Counted Users – 6,418

We have no way of counting locals and visitors that have their own equipment and utilize Green Valley Park for entering the New River.

Green Valley Park welcomes the support of RTP funding to improve the river access area and construct the river trail, which are both key elements our long-range plan as submitted with the TDA's grant application.

Respectively submitted,

Janice Carroll – President

Green Valley Community Park, Inc. is a tax-exempt, non-profit association (EIN: 31-1727760).

Board of Directors				
Janice Carroll, President	Denny Norris, Past President	Louise Cooper, Secretary	Nancy Moretz, Treasurer	
Cecil Gurganus	Eric Gustavson	Tim Hagaman	Bill Hutchins	
Chris Laine	Karl Moretz	Dan Norris	David Turlington	Delmus Williams

PO Box 3533, Boone, NC 28607 828-262-0979 www.greenvalleypark.org

Exhibit E2

Letter from **NCDOT** Forthcoming.

[To state willingness to provide encroachment agreement to Watauga County or
Watauga County Pathways]



January 20, 2012

Mr. Vincent T. Newman-Brooks
State Trails Program Grants Manager
Mail Service Center 1615
Raleigh, NC 27699-1615

Re: Commitment Letter for RTP Grant Funds

Mr. Vincent T. Newman-Brooks:

The Watauga County Tourism Development Authority (WCTDA) is pleased to submit a 2012 RTP grant application for the New River Paddle Trail: Pine Run and Green Valley Park Accesses project. The WCTDA is committed, along with numerous nonprofit organizations, to providing maintenance needs.

This application commits the WCTDA to a cash match of \$18,750, which the WCTDA Board of Directors authorized on January 10, 2012.

Furthermore, the WCTDA is fully committed to completing the scope of work within the two-year timeframe required by the RTP grant contract.

Should you have any questions, please give a call.

Sincerely,

Robert Holton
Chairman
Watauga County Tourism Development Authority

Watauga County Tourism Development Authority

815 West King Street • Boone, North Carolina • 28607 • p: 828.266.1345 • tda@ExploreBooneArea.com

Exhibit G

Public Comment Opportunities

The Watauga County Tourism Development Authority (WCTDA) hosted 400 citizens at the Boone Area Outdoor Recreation Summit in March 2010. We provided a complete presentation on the outdoor recreation plan and encouraged participation and comments. The South Fork New River Paddle Trail, including the Pine Run and Green Valley Park accesses, were a significant part of this presentation and received a highly favorable response from the community. Although there was an opportunity, no written comments were provided by the public related to this project.

In addition, for the past two years the WCTDA has maintained a planning website and blog (www.booneareaoutdoors.com) which includes the paddle trail plans and site plans for Pine Run and Green Valley. This blog allows for public comment, but none have been received for this project thus far.

Finally, at their January 10th regularly scheduled meeting, the WCTDA discussed this RTP application. No members of the public attended the meeting to comment on this project. The WCTDA Board voted favorably to provide the \$18,750 cash match for this project and to authorize staff to submit the grant application.

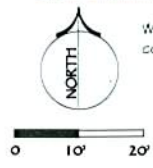


Green Valley Park 15-Year Master Plan

New River Paddle Trail: Pine Run Access



This plan is not intended for construction.



Watauga County 2005 Aerial Photography with 2' contours shown in orange.



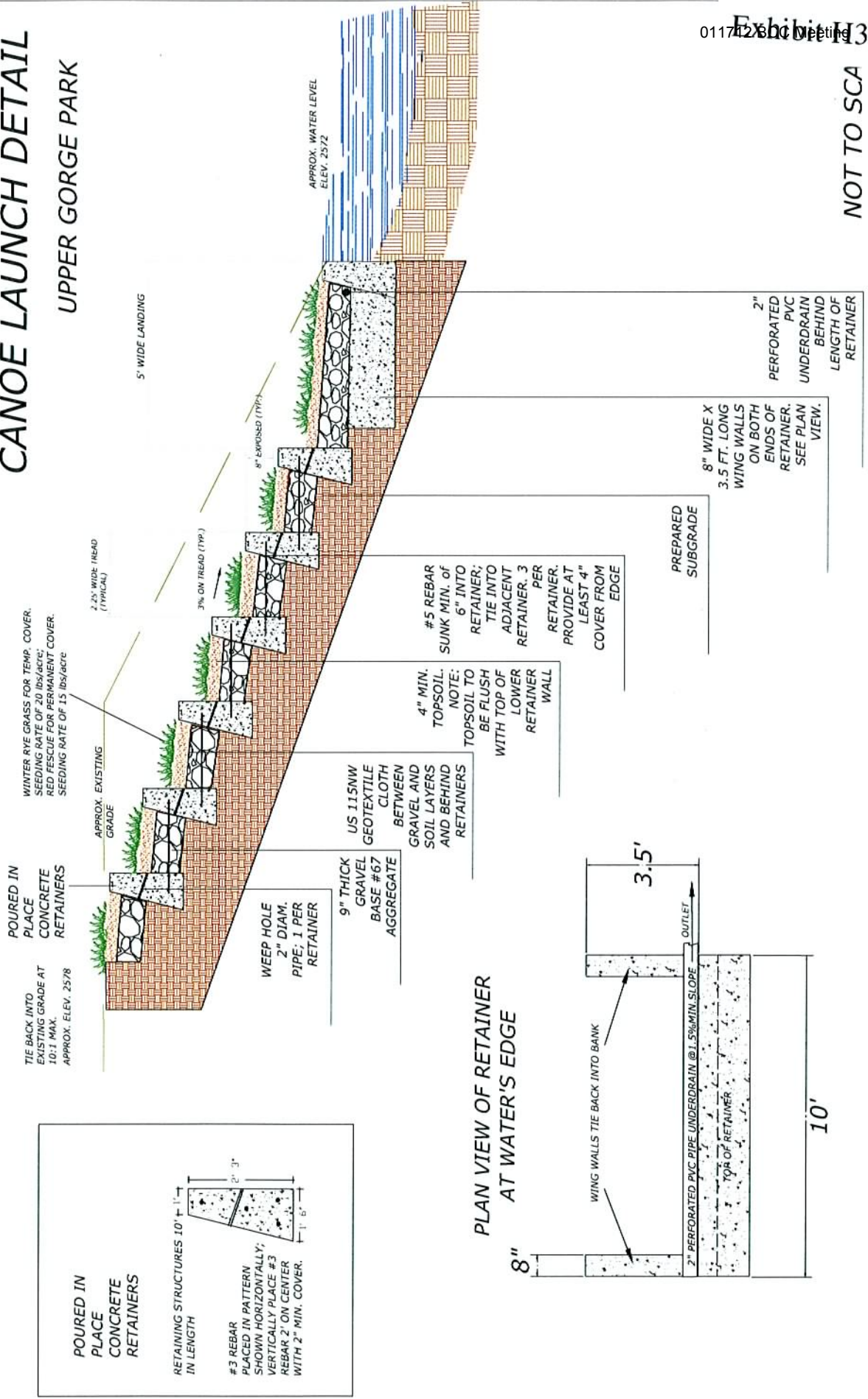
Planning Team Support, LLC
Rural & Environmental Consulting, Inc.



CANOE LAUNCH DETAIL

UPPER GORGE PARK

NOT TO SCA





Date: February 16, 2011
 Revisions:
 ADDED PAGE
 JULY 28, 2011

Watauga County Tourism Development Authority
 Miscellaneous Signage
 Watauga County, North Carolina

393 Gendle Drive
 Boone, NC 28607
 (828) 268-9946
 Marland Architecture

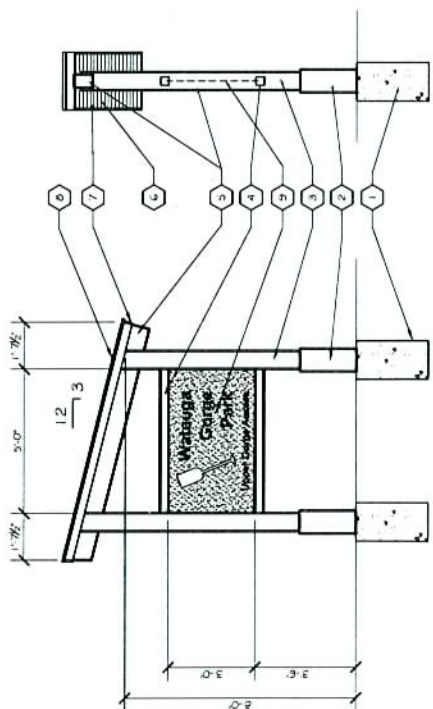
Exhibit H4
 E I

GENERAL NOTES:

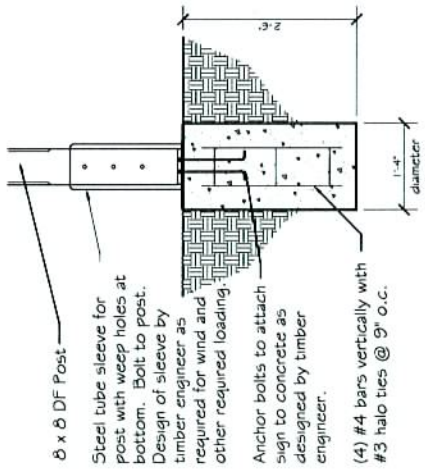
1. Timber frame joinery detailing and engineering shall be provided by the timber frame craftsman, however, exposed fasteners will not be accepted. Timber frame supplier shall submit detailed shop drawings to the architect and Owner for approval prior to fabrication.
2. All Douglas Fir timber components shall be grade #1 & Better F01C (free of heart-center) and green/partiually air dried.
3. Finish on post, beams, braces and roof deck/ceiling shall be two coats of Sikken's Cetol SMD or similar (please note in bid) applied per manufacturer's instructions. Color shall be selected by the Owner.
4. Contractor may propose bid alternates for wood species other than those noted where there may be opportunity for use of local materials or cost savings for the Owner.

KEYED NOTES:

- 1 Concrete footing 30" deep to flush with finish grade. Refer to Detail B.
- 2 Post to footing connection shall be a steel tube sleeve anchored to the concrete and bolted through the post or other connection as appropriate for wind and other loading forces. Design by timber frame engineer.
- 3 8x8 Doug Fir post - chamfer edges 1/2" typical to within 4" from grade and beams.
- 4 4x4 Doug Fir top and bottom sign support with chamfered edges.
- 5 6x8 Doug Fir with birdmouth cuts at beams and braces as shown and chamfered edges and ends 1/2" typical
- 6 2x6 spruce T&G decking
- 7 1x4 cedar fascia board
- 8 Classic Rib metal roofing, 29 gauge, 36" wide with 40 year min. color warranty and matching flashing. Install metal roofing per manufacturer's instructions appropriate for local wind codes. Color shall be selected by Owner.
- 9 1/2" thick aluminum panel with water jet cut-outs and powder coat finish in color selected by the Owner. Signage (by Owner) shall be attached to the aluminum panel.



1 ROADWAY SIGNAGE
 SCALE: 1/4" = 1'-0"



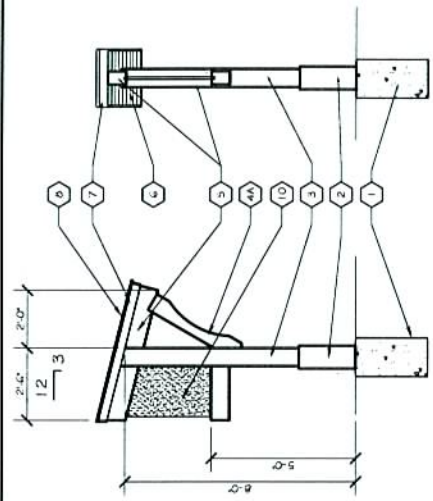
B FOOTING DETAIL
 SCALE: NONE

GENERAL NOTES:

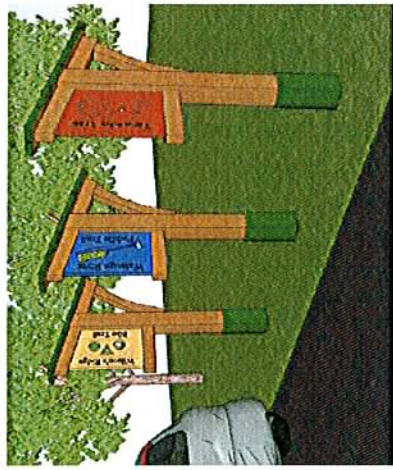
1. Timber frame joinery detailing and engineering shall be provided by the timber frame craftsman, however, exposed fasteners will not be accepted. Timber frame supplier shall submit detailed shop drawings to the architect and Owner for approval prior to fabrication.
2. All Douglas fir timber components shall be grade #1 & Better (F10TC (free-of-heart-center) and green/partially air dried).
3. Finish on post, beams, braces and roof decking shall be two coats of Sikaram Catal 5KD or similar (please note in bid) applied per manufacturer's instructions. Color shall be selected by the Owner.
4. Contractor may propose bid alternates for wood species other than those noted where there may be opportunity for use of local materials or cost savings for the Owner.

KEYED NOTES:

- 1 Concrete footing 30" deep to finish with finish grade. Refer to Detail B.
- 2 Post to footing connection shall be a steel tube sleeve anchored to the concrete and bolted through the post or other connection as appropriate for wind and other loading forces. Design by timber frame engineer.
- 3 6x6 Doug fir post - chamfer edges 1/2" typical to within 4" from grade and beams.
- 4 4x6 bracing per Detail A.
- 5 6x6 Doug fir with birdsmouth cuts at beams and braces as shown and chamfered edges and ends 1/2" typical
- 6 2x6 spruce 1xG decking
- 7 1x4 cedar fascia board
- 8 Classic 8x8 metal roofing, 29 gauge, 30" wide with 40 year min. color warranty and matching flashing. Install metal roofing per manufacturer's instructions appropriate for local wind codes. Color shall be selected by Owner.
- 9 1/2" thick aluminum panel with powder coat finish in color selected by the Owner. Trail map and other signage (by Owner) shall be attached to the aluminum panel.
- 10 1/2" thick aluminum panel with water-jet cutouts and powder coat finish as selected by the Owner.

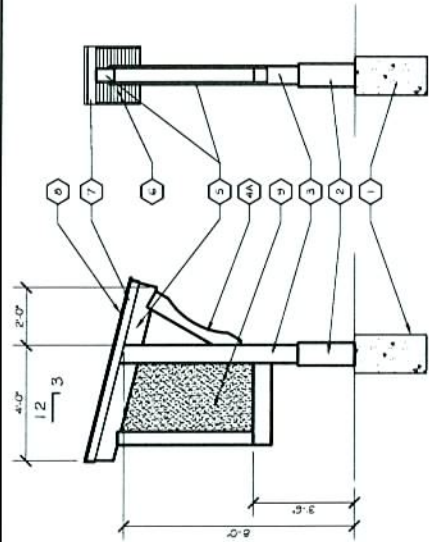


2 PARKING AREA SIGNS
SCALE: 1/4" = 1'-0"

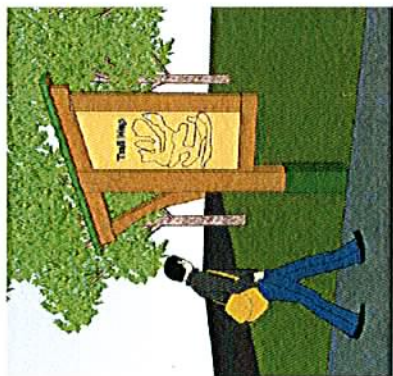


Note: Some details not shown including timber chamfering and fascia.

4 3D VIEW
SCALE: NONE

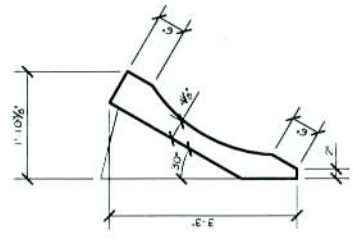


1 KIOSK SIGNAGE
SCALE: 1/4" = 1'-0"

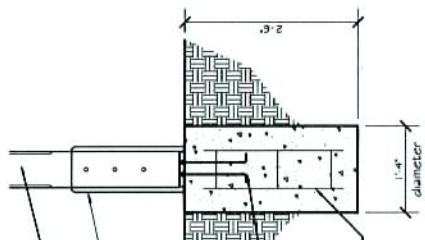


Note: Some details not shown including timber chamfering and fascia.

3 3D VIEW
SCALE: NONE



A BRACE DETAIL
SCALE: 1/2" = 1'-0"



B FOOTING DETAIL
SCALE: NONE

8 x 8 DF Post
Steel tube sleeve for post with weep holes at bottom. Bolt to post. Design of sleeve by timber engineer as required for wind and other required loading.
Anchor bolts to attach sign to concrete as designed by timber engineer.
(4) #4 bars vertically with #3 halo ties @ 9" o.c.

Blank Page

AGENDA ITEM 10:

LANDFILL GAS TO ENERGY PROJECT MATTERS

A. Proposed Interconnection Agreement with BREMCO

MANAGER'S COMMENTS:

Mr. Brian Crutchfield, with Blue Ridge Electric, will present the interconnection agreement between the County and BREMCO. The interconnection agreement is part of the County's gas to energy project and is required in order to for the County to place electricity from the project onto BREMCO's electric infrastructure.

The County Attorney has reviewed the contract and Board action is requested to approve the interconnection agreement as presented.

(Attachment 2 to Policy Statement Number: 6-8B)

**Blue Ridge Electric
Membership Corporation**

INTERCONNECTION AGREEMENT

**Adopted by the Board of Directors
Effective September 22, 2011**

This Interconnection Agreement is based on the Interconnection Agreement developed by the North Carolina Utilities Commission re Docket E-100, Sub 101 and meets the requirements of the Final Rule of the Rural Utilities Service of the U.S. Department of Agriculture re "Interconnection of Distributed Resources," 74 Fed. Reg. 32406 (July 8, 2009) (codified at 7 C.F.R. Part 1730, Subpart C)

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This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by **Blue Ridge Electric Membership Corporation** ("Cooperative"), and _____ ("Interconnection Member") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Cooperative Information

Cooperative: Blue Ridge Electric Membership Corporation
 Attention: Brian Crutchfield or Rand Smith
 Address: PO Box 112
 City: Lenoir NC 28645
 Phone: 828-758-2383 Fax: 828-758-2699

Interconnection Member Information

Interconnection Member: County of Watauga
 Attention: Deron Geouque, Watauga County Manager
 Address: 814 King Street, Suite 205

 City: Boone State: NC Zip: 28607
 Phone (work/home): 828-265-8000 Phone (cell): _____
 Fax: 828-264-3230 Email Address: deron.geouque@watgov.org
 Blue Ridge Electric Account Number: 8844685
 Interconnection Request ID No: 021211001

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1: Scope and Limitations of Agreement

1.1 Applicability

This Agreement shall be used for all requests for interconnection of Distributed Resources submitted to the Cooperative. System requests up to 25 kW must follow the 25 kW Inverter Process for simplified interconnection in Section 2 of the Interconnection Procedures (Policy Statement Number: 6-8B-1). System requests larger than 25kW and up to 1000kW / 1MW must follow the fast track process in Section 3 of the Interconnection Procedures. A request to interconnect a Distributed Resource larger than 1000kW/1MW, as well as a smaller Generating Facility that does not pass the Fast Track Process, shall be evaluated under the Section 4 Study Process. The study process shall be subject to the Cooperative's all requirements contract with Duke Energy Carolinas (DEC) and may require special metering and other equipment as required by DEC on a case by case basis as determined by the study process.

1.2 Purpose

This Agreement governs the terms and conditions under which the Interconnection Member's Generating Facility will interconnect with, and operate in parallel with, the Cooperative's System.

1.3 No Agreement to Purchase or Deliver Power or RECs

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Member's power or Renewable Energy Certificates (RECs). The purchase or delivery of power and RECs that might result from the operation of the Generating Facility, and other services that the Interconnection Member may require will be covered under separate agreements, if any. The Interconnection Member will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable utility or entity desiring to purchase, retain, or obtain the power or RECs.

1.4 Limitations

Nothing in this Agreement is intended to affect any other agreement between the Cooperative and the Interconnection Member.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Prudent Utility Practices (PUP).

1.5.2 The Interconnection Member shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Prudent Utility Practices (PUP).

1.5.3 The Cooperative shall construct, operate, and maintain its System and Interconnection Facilities in accordance with this Agreement, and with Prudent Utility Practices (PUP).

1.5.4 The Interconnection Member agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriters' Laboratories, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Member agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the System or equipment of the Cooperative and any Affected Systems.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Appendices to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Cooperative and the Interconnection Member, as appropriate, shall provide Interconnection Facilities that adequately protect the Cooperative's System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Appendices to this Agreement.

1.5.6 The Cooperative shall coordinate with all Affected Systems to support the interconnection.

1.6 Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Member shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable control area, including, but not limited to: 1) any rules and procedures concerning the operation of generation set forth in the applicable rate or by the applicable system operator(s) for the Cooperative's system and: 2) the Operating Requirements (if any) set forth in Appendix 5 of this Agreement.

1.7 Metering

The Interconnection Member shall be responsible for the Cooperative's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Appendices 2 and 3 of this Agreement. The Interconnection Member's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

The Interconnection Member shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Cooperative has established different requirements that apply to all similarly situated generators in the control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

1.9 Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Appendix 1.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Member shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Member shall notify the Cooperative of such activities in writing, with the notice actually received by the Cooperative, no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day, unless otherwise agreed to by the Parties. The Cooperative may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Member shall provide the Cooperative a written test report when such testing and inspection is completed.

2.1.2 The Cooperative shall provide the Interconnection Member written acknowledgment that it has received the Interconnection Member's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Cooperative of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, or safety

devices owned or controlled by the Interconnection Member or the quality of power produced by the Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

2.2.1 The Cooperative shall use Reasonable Efforts to list applicable parallel operation requirements in Appendix 5 of this Agreement. Additionally, the Cooperative shall notify the Interconnection Member of any changes to these requirements as soon as they are known. The Cooperative shall make Reasonable Efforts to cooperate with the Interconnection Member in meeting requirements necessary for the Interconnection Member to commence parallel operations by the in-service date.

2.2.2 The Interconnection Member shall not operate its Generating Facility in parallel with the Cooperative's System without prior written authorization of the Cooperative. The Cooperative will provide such authorization once the Cooperative receives notification that the Interconnection Member has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

2.3.1 Upon reasonable notice, the Cooperative may send a qualified person to the premises of the Interconnection Facilities at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Member shall notify the Cooperative in writing, with the notice actually received by the Cooperative, at least five Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Cooperative shall have access to the Interconnection Facilities for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its members.

2.3.3 Each Party shall be responsible for its own costs associated with following this Article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the date this Agreement is executed and shall remain in effect for a period of ten years from the effective date or such other longer period as the Interconnection Member may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with Article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

- 3.3.1 The Interconnection Member may terminate this Agreement at any time by giving the Cooperative 20 Business Days written notice and physically and permanently disconnecting the Generating Facility from the Cooperative's System.
- 3.3.2 Either Party may terminate this Agreement after Default pursuant to Article 6.6.
- 3.3.3 Upon termination of this Agreement, the Generating Facility will be disconnected from the Cooperative's System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.
- 3.3.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination, including payments prescribed in the applicable rate.
- 3.3.5 The provisions of this Article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Prudent Utility Practices.

3.4.1 Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Cooperative, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Cooperative's System, the Cooperative's Interconnection Facilities or the systems of others to which the Cooperative's System is directly connected; or (3) that, in the case of the Interconnection Member, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Member's Interconnection Facilities; or (4) that in the judgment of the Cooperative, the continued connection is likely to create a safety issue or impair or disrupt service to the Cooperative's members. Under Emergency Conditions, the Cooperative may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Cooperative shall notify the Interconnection Member promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Member's operation of the Generating Facility. The Interconnection Member shall notify the Cooperative promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Cooperative's System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage

or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

The Cooperative may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Cooperative's System when necessary for routine maintenance, construction, and repairs on the Cooperative's System. The Cooperative shall provide the Interconnection Member or any Affected System operating Generating Systems larger than 1000 kW with five Business Days notice prior to such interruption when possible. The Cooperative shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Member.

3.4.3 Forced Outages

During any forced outage, the Cooperative may suspend interconnection service to effect immediate repairs on the Cooperative's System or any Affected System. The Cooperative shall use Reasonable Efforts to provide the Interconnection Member with prior notice. If prior notice is not given, the Cooperative shall, upon request, provide the Interconnection Member written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Cooperative shall notify the Interconnection Member as soon as practicable if, based on Prudent Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other members served from the same electric system, or if operating the Generating Facility could cause damage to the Cooperative's System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Member upon request. If, after notice, the Interconnection Member fails to remedy the adverse operating effect within a reasonable time, the Cooperative may disconnect the Generating Facility. The Cooperative shall provide the Interconnection Member with five Business Day notice of such disconnection, unless the provisions of Article 3.4.1 (Emergency Conditions) apply.

3.4.5 Modification of the Generating Facility

The Interconnection Member must receive written authorization from the Cooperative before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Cooperative's System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Prudent Utility Practice. If the Interconnection Member makes such modification without the Cooperative's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Cooperative's System to their normal operating state as soon as reasonably practicable following a temporary or emergency disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Member shall pay for the cost of the Interconnection Facilities itemized in Appendix 2 of this Agreement. The Cooperative shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. The Interconnection Member is responsible for all such costs, even if such costs exceed the provided best estimate of cost. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Member, such other entities, and the Cooperative.

4.1.2 The Interconnection Member shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Cooperative's Interconnection Facilities.

4.2 Distribution Upgrades

The Cooperative shall design, procure, construct, install, and own the Distribution Upgrades, both distribution and transmission, described in Appendix 4 of this Agreement. If the Cooperative and the Interconnection Member agree, the Interconnection Member may construct Distribution Upgrades that are located on land owned by the Interconnection Member. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to and paid by the Interconnection Member.

4.3 Facilities Charge

Additionally, a monthly facilities charge for on-going overhead and maintenance will be charged with the appropriate rate set by the Cooperative's board of directors.

Article 5. Billing, Payment, Milestones, and Financial Security

5.1 Billing and Payment Procedures and Final Accounting

5.1.1 The Cooperative shall bill the Interconnection Member for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement or as otherwise agreed to in writing by the Parties. The Interconnection Member shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to in writing by the Parties.

5.1.2 Within three months of completing the construction and installation of the Cooperative's Interconnection Facilities and/or Upgrades described in the Appendices to this Agreement, the Cooperative shall provide the Interconnection Member with a final accounting report of any difference between (1) the Interconnection Member's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Member's previous aggregate payments to the Cooperative for such facilities or Upgrades. If the Interconnection Member's cost responsibility exceeds its previous aggregate payments, the Cooperative shall invoice the Interconnection Member for the amount due and the Interconnection Member shall make full payment to the Cooperative within 30 calendar days. If the Interconnection Member's previous

aggregate payments exceed its cost responsibility under this Agreement, the Cooperative shall refund to the Interconnection Member an amount equal to the difference within 30 calendar days of the final accounting report.

- 5.1.3 If the Interconnection Member elects the payment procedures in Articles 5.1.1 and 5.1.2, the Cooperative may also bill the Interconnection Member periodically for the costs associated with operating, maintaining, repairing and replacing the Cooperative's Interconnection Facilities, as set forth in Appendix 2 of this Agreement.
- 5.1.4 The Interconnection Member may, with the prior approval of the Cooperative, elect to be billed the costs in Articles 5.1.1 and 5.1.2 and for ongoing operations, maintenance, repair and replacement of the Cooperative's Interconnection Facilities under a Cooperative rate schedule, rider or service regulation providing for extra facilities charges, as set forth in Appendix 2 of this Agreement, such monthly charges to continue throughout the entire life of the interconnection.

5.2 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Cooperative's Interconnection Facilities and Upgrades, the Interconnection Member shall provide the Cooperative, at the Interconnection Member's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Cooperative and is consistent with the Uniform Commercial Code of North Carolina. Such security for payment shall be in an amount, as determined by the Cooperative, sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Cooperative's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Cooperative under this Agreement during its term. The Cooperative shall determine to its reasonable satisfaction, the sufficiency of any such form of security, including applicable terms and conditions. In addition:

- 5.2.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Cooperative, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Member, up to an agreed-to maximum amount.
- 5.2.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Cooperative and must specify a reasonable expiration date.
- 5.2.3 The Cooperative may, but is not required to, waive the security requirements if its credit policies show that the financial risks involved are de minimus, or if the Cooperative's policies allow the acceptance of an alternative showing of creditworthiness from the Interconnection Member.

Article 6. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

6.1 Assignment

- 6.1.1 This Agreement shall not survive the transfer of ownership of the Generating Facility to a new owner. The new owner must complete a new Interconnection Request and submit it to the Cooperative within 20 Business Days of the transfer of ownership or the

Cooperative's Interconnection Facilities shall be removed or disabled and the Generating Facility disconnected from the Cooperative's System. The Cooperative shall not study or inspect the Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed, or the Cooperative has reasonable concerns regarding the safe operation by the new owner.

6.1.2 The Interconnection Member shall have the right to assign this Agreement, without the consent of the Cooperative, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Member will promptly notify the Cooperative of any such assignment. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

6.1.3 Any attempted assignment that violates this Article is void and ineffective.

6.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, incidental, consequential, or punitive damages of any kind, except as authorized by this Agreement.

6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

6.3.2 The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

6.3.3 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

6.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.

6.3.5 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall

not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

6.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

6.5 Force Majeure

6.5.1 As used in this Article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

6.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

6.6 Default

6.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 6.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

6.6.2 If a Default is not cured as provided in this Article, or if a Default is not capable of being cured within the period provided for herein, or repeat Defaults have occurred, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time, and be relieved of any further obligation hereunder and, whether or not that Party

terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 7. Insurance

- 7.1 The Interconnection Member shall obtain and retain, for as long as the Generating Facility is interconnected with the Cooperative's System, liability insurance which protects the Interconnection Member from claims for bodily injury and/or property damage. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance shall be primary for all purposes. The Interconnection Member shall provide, at least annually (and more frequently if requested) certificates evidencing this coverage as required by the Cooperative. The insurance company shall also be required to provide advance notice to the Cooperative of any lapse in payment or other default by the Interconnection Member which may result in lapse in insurance coverage. Such insurance shall be obtained from an insurance provider authorized to do business in North Carolina, and acceptable to the Cooperative. The Cooperative reserves the right to refuse to establish or continue the interconnection of the Generating Facility with the Cooperative's System, if such insurance is not in effect.
- 7.1.1 For an Interconnection Member that is a residential member of the Cooperative proposing to interconnect a Generating Facility no larger than 25 kW, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence.
- 7.1.2 For an Interconnection Member that is a non-residential member of the Cooperative proposing to interconnect a Generating Facility no larger than 1000 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$300,000 per occurrence.
- 7.1.3 For an Interconnection Member that is a non-residential Member of the Cooperative proposing to interconnect a Generating Facility larger than 1000 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$1,000,000 per occurrence, said amount to be determined by the Cooperative based upon the size and operating characteristics of the Generating Facility and other relevant considerations.
- 7.1.4 An Interconnection Member of sufficient credit-worthiness may propose to provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices, and such a proposal shall not be unreasonably rejected.
- 7.2 The Parties further agree to notify each other in writing whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 8. External Disconnect Switch (EDS)

In order to comply with the Final Rule of the Rural Utilities Service regarding the Interconnection of Distributed Resources (IDR) as codified at 7 C.F.R. Part 1730, Subpart C, the Cooperative

requires that the Interconnection Facilities shall include a lockable disconnect and visible open EDS that is readily accessible to and operable by authorized Cooperative personnel at all times. The EDS is a manual load break disconnect switch or safety switch with a clear visible indication of switch position between the Cooperative System and the Interconnection Member. The switch must have pad lock provisions for locking in the open position. The switch must be visible to, and accessible to, Cooperative personnel. The switch must be in close proximity to, and on the Interconnection Member's side of the point of electrical interconnection with, the Cooperative's System. The switch must be labeled "Generator Disconnect Switch." The switch may isolate the Interconnection Member and its associated load from the Cooperative's System or disconnect only the Generator from the Cooperative's System and shall be accessible to the Cooperative at all times. The Cooperative, in its sole discretion, determines if the switch is suitable.

Article 9. Confidentiality

- 9.1 Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Member shall be deemed Confidential information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party (unless giving of notice is prohibited by law) and after exhausting any opportunity to oppose such publication, production, or release), or necessary to be divulged in an action to enforce this Agreement. After notice, the Party to whom the Confidential information originally belonged, shall bear all costs and expenses and be solely responsible for undertaking action, if any, to try to prevent publication, production or release. Each Party receiving Confidential information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 9.1.1 Each Party shall employ at least the same standard of care to protect Confidential information obtained from the other Party as it employs to protect its own Confidential information.
- 9.1.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 9.3 If information is requested by the North Carolina Utilities Commission from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the Commission within the timeline provided for in the request for information. In providing the information to the Commission, the Party may request that the information be treated as confidential and non-public in accordance with North Carolina law and that the information be withheld from public disclosure.

Article 10. Disputes

10.1 Applicable Provisions

The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this Article.

10.2 Written Notice

In the event of a dispute, either Party shall provide the other Party with a written notice of dispute. Such notice shall describe in detail the nature of the dispute.

10.3 Good Faith Negotiations

Each Party agrees to conduct all negotiations in good faith and to resolve the dispute as quickly as possible.

10.4 Meeting of Senior Personnel

As soon as practicable following issuance of the notice of dispute, the Parties shall schedule a meeting of senior personnel to discuss, in good faith, potential resolution of the underlying dispute.

10.5 Mediation

If this meeting does not result in settlement of the dispute, the matter may then be mediated before a mediator mutually acceptable to the Parties, preferably with industry-specific experience. If mediation is agreed upon, the mediation shall be conducted in the offices of the Cooperative. If the Parties cannot agree on a particular mediator, then they shall request that the mediator be selected by the Superior Court in Watauga County, the county in which the Cooperative is located.

10.6 Legal Options

If mediation fails to resolve the dispute, each Party is then free to pursue its legal remedies, if any.

10.7 Scope

Nothing in sub-paragraphs 10.1 through 10.6 of this Article prohibits or limits the Cooperative from simultaneously implementing a temporary disconnect or either Party from proceeding with the filing of judicial action.

10.8 Consent to Jurisdiction; Waiver of Jury Trial

The Parties agree that any dispute through negotiation shall be tried and litigated exclusively in the Superior Court Division of the General Court of Justice located in Watauga County, North Carolina (the "Watauga County Superior Court") or, if federal jurisdiction exists, in the United States District Court for the Western District of North Carolina, Statesville Division, if federal jurisdiction exists. The Parties intend that the aforementioned choice of venue is to be mandatory and not permissive in nature, thereby precluding the possibility of any litigation between the Parties in connection with or arising out of this Agreement in any court other than specified in this Article. Each Party consents to and subjects itself to the exclusive personal

jurisdiction of the Watauga County Superior Court for any dispute arising out of or in connection with this Agreement, unless the dispute invokes federal jurisdiction, and in that case, shall consent to the exclusive personal jurisdiction of the United States District Court for the Western District of North Carolina, Statesville Division. Each Party agrees that such jurisdiction and venue for trial are reasonable under the circumstances. Each Party expressly waives the right to a jury trial as to any issues arising out of any such dispute.

10.9 Complex Business Agreement.

The Parties acknowledge that the subject matter of this Agreement constitutes a complex business arrangement between a North Carolina electric membership corporation and an individual or entity owning and or operating an interconnected Distributed Resource. The Agreement encompasses specialized areas of knowledge including, but not limited to, the transmission of electric energy and the delivery thereof. As such, the Parties agree in the event of state court litigation, that both shall request designation of any dispute for resolution by a special superior court judge under Rule 2.1 or 2.2 of the North Carolina Superior Court Rules of Practice and will waive venue for hearing pretrial motions for the case to be designated under Rule 2.1 or 2.2.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with North Carolina and federal policy and revenue requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Cooperative's tax exempt status.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4 Waiver

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty under of this Agreement. Termination or default of this Agreement for any reason by Interconnection Member shall not constitute a waiver of the Interconnection Member's legal rights to obtain an interconnection from the Cooperative. Any waiver of this Agreement shall, if requested and agreed to, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Appendices, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. Both the Cooperative and Interconnection Member are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices per Prudent Utility Practice (PUP).

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Cooperative be liable for the actions or inactions of the Interconnection Member or its subcontractors with respect to obligations of the Interconnection Member under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein. It is noted that the Cooperative is not obligated to comply with the provisions of NCUC Docket E-100, Sub 101, as is the case with Investor Owned Utilities like Duke Energy Carolinas. Although the Cooperative has chosen to follow generally the format of the North Carolina Interconnection Agreement (with modifications since Blue Ridge Electric is an electric cooperative and not an investor-owned utility), it is noted that the Cooperative's obligations are in accordance with the Final Rule of the Rural Utilities Service of the U.S. Department of Agriculture re "Interconnection of Distributed Resources," *74 Fed. Reg. 32406* (July 8, 2009) (Codified at 7 C.F.R. Part 1730, Subpart C).

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Member:

Interconnection Member: _____ County of Watauga _____
 Attention: _____ Deron Geouque, Watauga County Manager _____
 Address: _____ 814 King Street, Suite 205 _____

 City: _____ Boone _____ State: _____ NC _____ Zip: _____ 28607 _____
 Phone (work/home): _____ 828-265-8000 _____ Phone (cell): _____
 Fax: _____ 828-264-3230 _____
 Email: _____ deron.geouque@watgov.org. _____

If to the Cooperative:

Cooperative: Blue Ridge Electric Membership Corporation
 Attention: Brian Crutchfield or Rand Smith
 Address: PO Box 112
 City: Lenoir NC 28645
 Phone: 828-758-2383 Fax: 828-758-2699
 E-mail: bcutchfield@blueridgeemc.com or rsmith@blueridgeemc.com

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to the Interconnection Member:

Interconnection Member: _____ County of Watauga _____
 Attention: _____ Deidre Earp _____
 Address: _____ 814 West King Street, Room 216 _____

 City: _____ Boone _____ State: _____ NC _____ Zip: _____ 28607 _____

If to the Cooperative:

Cooperative: Blue Ridge Electric Membership Corporation
 Attention: Brian Crutchfield or Rand Smith
 Address: PO Box 112

13.3 City: Lenoir NC 28645
Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Member:

Interconnection Member: County of Watauga
 Attention: Lisa Doty, LFG Project Manager
 Address: 814 West King Street, Suite 205
 City: Boone State: NC Zip: 28607
 Phone (work/home): (828) 265-4852 Phone (cell): _____
 Fax: (828) 264-1702
 E-Mail Address: Lisa.Doty@watgov.org

If to the Cooperative:

Cooperative: Blue Ridge Electric Membership Corporation
 Attention: Brian Crutchfield or Rand Smith
 Address: PO Box 112
 City: Lenoir NC 28645
 Phone: 828-758-2383 Fax: 828-758-2699
 E-Mail Address: bcrutchfield@blueridgeemc.com or rsmith@blueridgeemc.com

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Member's Operating Representative:

Interconnection Member: County of Watauga
 Attention: Lisa Doty, LFG Project Manager
 Address: 814 West King Street, Suite 205
 City: Boone State: NC Zip: 28607
 Phone: (828) 265-4852 Fax: (828) 264-1702
 E-Mail Address: Lisa.Doty@watgov.org

Cooperative's Operating Representative:

Cooperative: Blue Ridge Electric Membership Corporation
 Attention: Brian Crutchfield or Rand Smith
 Address: PO Box 112
 City: Lenoir NC 28645
 Phone: 828-758-2383 Fax: 828-758-2699
 E-mail: bcrutchfield@blueridgeemc.com or rsmith@blueridgeemc.com

13.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Cooperative:

Name: Lee Layton Signature: _____
 Title: Chief Operating Officer
 Date: _____

For the Interconnection Member:

Name: _____ Signature: _____
 Title: _____
 Date: _____

Interconnection Agreement Appendix 1

Glossary of Terms

25 kW Inverter Process – The procedure for evaluating a request for Interconnection of Distributed Resources (IDR) for a certified inverter-based Generating Facility no larger than 25 kW. The application process uses an all-in-one document that includes a simplified request for Interconnection for Distributed Resources, simplified procedures, and a brief set of Terms and Conditions.

Affected System – An electric system other than the Cooperative's System that may be affected by the proposed interconnection. The owner of an Affected System might be a Party to the Interconnection Agreement or other study agreements needed to interconnect the Generating Facility.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day – Monday through Friday, excluding state holidays.

Commission – The North Carolina Utilities Commission. It should be noted that the Commission does not have regulatory authority over Cooperatives regarding Interconnection Agreements, Procedures and Forms. The Cooperative is governed by its Board of Directors who approves Cooperative policies, service rules, regulations, procedures, and rates. As a borrower from the Rural Utilities Service (RUS) of the U.S. Department of Agriculture, the Cooperative is required to follow RUS rules and regulations and this Agreement meets the Final Rule of the "Interconnection of Distributed Resources" *74 Fed. Reg. 32406* (July 8, 2009) (Codified at 7 C.F.R. Part 1730, Subpart C).

Cooperative – The entity that owns, controls, or operates facilities used for providing electric service in its designated service area that the Interconnection Member is located.

Default – The failure of a breaching Party to cure its breach under the Interconnection Agreement.

Distributed Resources – Sources of electric power that are not directly connected to a bulk power transmission systems, having an installed capacity of not more than 10 MVA / 10 MW, connected to the Cooperative's electric power distribution system through a point of common coupling. Distributed resources include both generators of electricity and electric storage technologies.

Distribution System – The Cooperative's facilities and equipment used to transmit electricity to ultimate usage points such as homes and businesses from nearby generators or from interchanges with higher voltage transmission networks (Duke Energy Carolinas-DEC) which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Cooperative's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the service necessary to allow the Generating Facility to operate in parallel with the Cooperative and to inject electricity onto the Cooperative's System. Distribution Upgrades do not include Interconnection Facilities.

Duke Energy Carolinas (DEC) – The Investor Owned Utility that the Cooperative is interconnected with to receive electricity under an all-requirements contract that provides wholesale electricity to the cooperative.

External Disconnect Switch (EDS) – In order to comply with the Final Rule of the Rural Utilities Service regarding the Interconnection of Distributed Resources (IDR) as codified at 7 C.F.R. Part 1730, Subpart C, the Cooperative requires that the Interconnection Facilities shall include a lockable disconnect and visible open EDS that is readily accessible to and operable by authorized Cooperative personnel at all

times. The EDS is a manual load break disconnect switch or safety switch with a clear visible indication of switch position between the Cooperative System and the Interconnection Member. The switch must have pad lock provisions for locking in the open position. The switch must be visible to, and accessible to Cooperative personnel. The switch must be in close proximity to, and on the Interconnection Customer's side of the point of electrical interconnection with the Cooperative's System. The switch must be labeled "Generator Disconnect Switch." The switch may isolate the Interconnection Customer and its associated load from the Cooperative's System or disconnect only the Generator from the Cooperative's System and shall be accessible to the Cooperative at all times. The Cooperative, in its sole discretion, determines if the switch is suitable and necessary.

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Generating Facility greater than 25kW but no larger than 1000kW / 1MW that includes the Section 3 screens, member options meeting, and optional supplemental review.

Generating Facility – The Interconnection Member's Distributed Resource device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Member's Interconnection Facilities. Also see Distributed Resources.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Member, the Cooperative, or any affiliate thereof.

Interconnection Member – Any entity, including the Cooperative, that proposes to interconnect its Generating Facility with the Cooperative's System.

Interconnection Facilities – The Cooperative's Interconnection Facilities and the Interconnection Member's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Distributed Resource Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Cooperative's System. Interconnection Facilities are sole use facilities and shall not include Upgrades.

Interconnection Request – The Interconnection Member's request, in accordance with the interconnection procedures, to interconnect a new Distributed Resource Generating Facility, or to increase the capacity of, or make a Material Modification to, an existing Generating Facility that is interconnected with the Cooperative's System.

Material Modification – A modification to machine data or equipment configuration or to the interconnection site of the Generating Facility that has a material impact on the cost, timing or design of any Interconnection Facilities or Upgrades.

Network Upgrades – Additions, modifications, and upgrades to the Cooperative's facilities required to accommodate the interconnection of the Generating Facility to the Cooperative's System. Network Upgrades do not include Distribution Upgrades. Upgrades of this sort may be required for Generating Systems greater than 1000kW / 1MW but less than 10 MVA / 10 MW.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Reliability Organization, Independent System Operator, control area, or the Cooperative's requirements, including those set forth in the Interconnection Agreement.

Party or Parties – The Cooperative, Interconnection Member, and possibly the owner of an Affected System, or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Cooperative's System.

Prudent Utility Practice (PUP) – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. PUP is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region and the utility industry.

Queue Position – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Cooperative and a demonstration of site control, if requested.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Prudent Utility Practices and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Renewable Energy Certificates (RECs) – Also known as Renewable Energy Credits or Green Tags, are tradable, non-tangible energy commodities that represent proof that 1 megawatt-hour (MWH) of electricity was generated from an eligible renewable energy resource. In North Carolina the Utilities Commission has established a Renewable Energy Tracking System (NC RETS) to register and certify RECs produced from renewable energy projects providing one REC for every 1,000 kWh of electricity it produces and delivers to electric systems. These RECs are sold and traded separate from commodity electricity and the consumer/owner of the REC receives only a certificate. NC Green Power is an independent, non-profit organization that purchases RECs from small producers in the state.

Standard – The interconnection procedures, forms and agreements approved by the Cooperative for interconnection of Generating Facilities to the Cooperative's System in its service area.

Study Process – The procedure for evaluating an Interconnection Request that includes the Section 4 scoping meeting, feasibility study, system impact study, and facilities study.

System – The facilities owned, controlled or operated by the Cooperative that are used to provide electric service in its service area.

Transmission System – The transmission facilities owned, controlled or operated by the Cooperative that are used to transmit electricity in its service area. The Cooperative's Transmission System is interconnected with the Transmission System of Duke Energy Carolinas (DEC).

Upgrades – The required additions and modifications to the Cooperative's System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Interconnection Agreement Appendix 2

Description and Costs of the Generating Facility, Interconnection Facilities, and Metering Equipment

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be identified as being owned by the Interconnection Member, the Cooperative, or, if applicable, a third party. The Cooperative will provide a best estimate cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

Generating Facility

The Generating Facility is owned and operated by the Interconnection Member, the County of Watauga, and includes the 480 Volt AC "External Disconnect Switch" EDS and the power cables from the EDS to the 480 Volt terminals of the pad mount generator step-up transformer.

Interconnection Facilities

The Interconnection Facilities owned and operated by the Cooperative, Blue Ridge Electric-BRE, include the pad mount generator step-up transformer, underground and overhead power distribution system serving all landfill facilities, and primary metering for all landfill facilities.

Prior to the implementation of this project BRE had constructed distribution facilities that served seven (7) separate accounts/meters and two security lights. These accounts/meters represent Basic Facility Charges of \$273.80 per month. Basic Facility Charges are designed to pay for distribution facilities and plant constructed to deliver electricity to various accounts. In constructing a new primary meter that will serve all of the seven accounts/meters located at the Watauga County landfill complex, the existing meters will no longer be read and the revenue to support these facilities will no longer be collected. In lieu of this previous arrangement a Consumer Requested Facilities Agreement will be implemented to establish a costing option involving distribution plant relocation, conversion of existing facilities at the request of the consumer to supply service to a new designated delivery point, and a method for the Cooperative to meet the consumer's revised requirements but assure that the new facilities are economic feasible to the Cooperative. Consequently a "Consumer Requested Facilities Charge" (Practice Statement Number: P-9-3-8) will be added to the monthly bill.

The "Consumer Requested Facilities Charge" also serves as a method to value the cost of the existing facilities that will be used by Watauga County to provide electric services to various facilities and show the cost (materials and labor) that have been incurred to construct a new primary metering/delivery point and new facilities to interconnect the "Generating Facility" to the BRE distribution grid plant. In March of 2011 an facility review was performed that estimates the value of existing facilities that are currently in place to provide service to the seven accounts that were previously served by BRE. The review determined the value of the facilities (poles, conductor, transformers, meters, labor etc.) if they were replaced at current values. The value of the existing facilities was estimated at \$85,177.17.

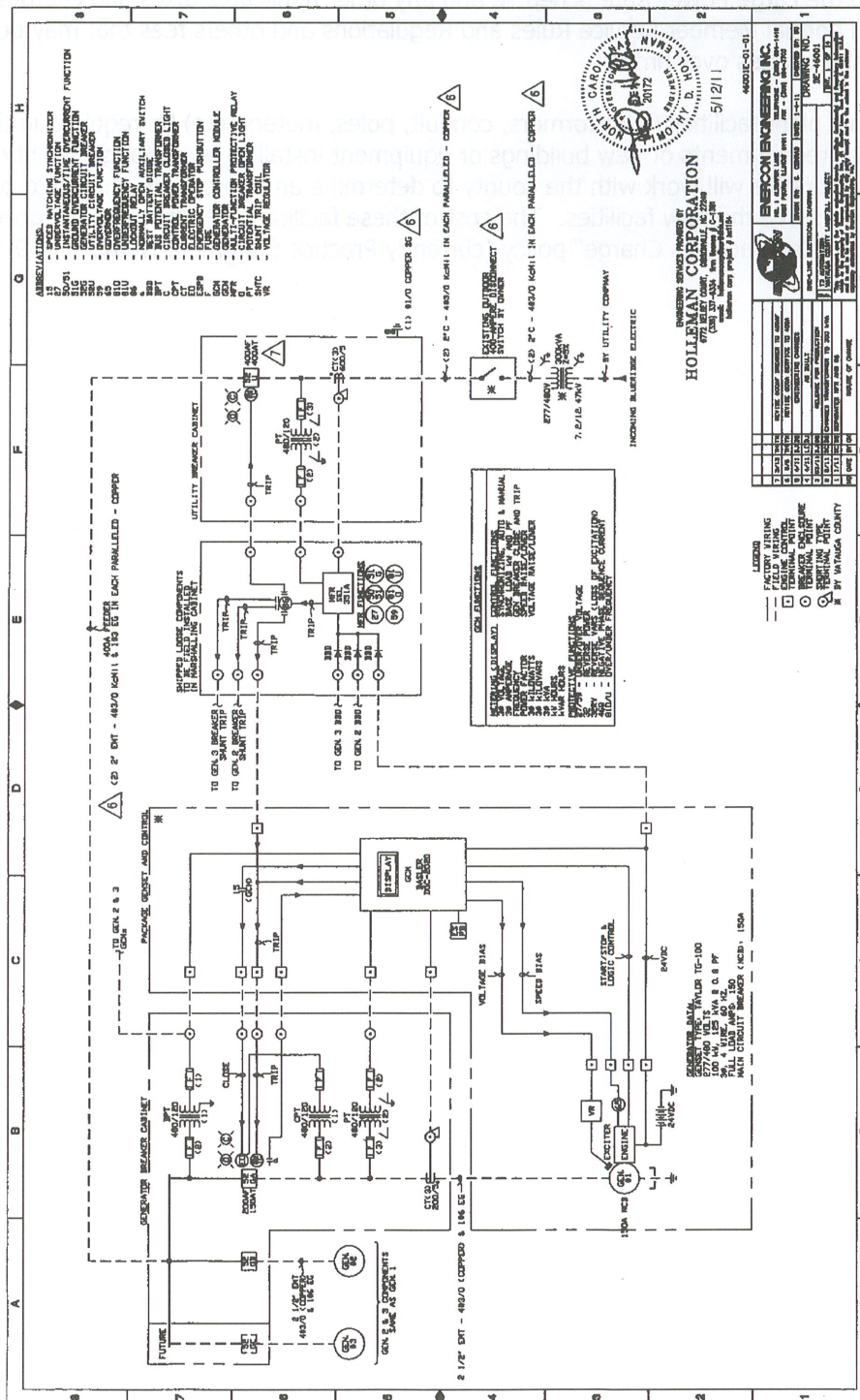
In addition the cost to install new facilities to interconnect the "Generating Facility" and install a primary meter to both register the electricity sold to the County and the electricity that is being purchased from the facility by Duke Energies was estimated at \$45,241.00. This estimate includes the actual cost of materials and labor and reflects the true cost of the job.

Altogether these two estimates total \$130,418.17. While the current policy permits the Cooperative to apply a monthly "Consumer Requested Facilities Charge" equal to 1.7% of the cost of plant provided by the Cooperative to meet the requested needs of the consumer/member, the Cooperative agreed to be a partner in this innovative Landfill Gas Generation project with Watauga County and charge a fee that is more in line with the previous charges associated with the Basic Facilities Charge of the seven existing accounts. The Cooperative has determined and agreed to charge a "Consumer Requested Facilities Charge" of \$135 per month that will be applied in addition to the current \$75 Basic Facilities Charge associated with the Large Power Rate Schedule and any other applicable taxes and charges that are associated with normal Member Service Rules and Regulations and others fees that may be mandated by the governmental entities over time.

Should additional plant facilities (transformers, conduit, poles, meters, etc) be required in the future to meet the service requirements of new buildings or equipment installed by Watauga County for future growth, the Cooperative will work with the county to determine an appropriate charge to cover the cost of the facilities to serve the new facilities. The cost of these facilities shall however be governed by the "Consumer Requested Facilities Charge" policy (currently Practice Statement Number: P-9-3-8) that is in place at that time.

Interconnection Agreement
Appendix 3

One-line Diagram Depicting the Generating Facility,
Interconnection Facilities, Metering Equipment, and Upgrades



**Interconnection Agreement
Appendix 4****Cooperative's Description of its Upgrades and Best Estimate of Upgrade Costs**

The Cooperative will describe Upgrades and provide a best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades.

The Cooperative had to complete two new projects to accommodate the installation of the Watauga County Generating Facility. These consisted of Primary Metering at the entrance to the Watauga County Landfill Complex and the Interconnection Facilities (Poles, conductor, and transformer) at the Generating Facility.

The Primary Metering Cost consist of transformers, cabinets, switches, meters and modems and labor that total \$11,135.00. The cost of constructing a line extension to the Watauga County Generating Facility including conductor, poles, labor and transformer is estimated at \$34,106. The total cost of these two installations is \$45,241.00

In addition, the Cooperative incurred a cost of \$4,443.80 to participate in the Facilities Study that is required by the Interconnection Application. Other general administrative and project management costs over the past two years are estimated at more than \$5,000.

Altogether the Cooperative has contributed materials and labor to this particular project estimated at more than \$55,000.00.

**Interconnection Agreement
Appendix 5**

**Additional Operating Requirements of the Interconnection Member to Support the
Operational Needs of the Cooperative and Other Affected Systems**

The Cooperative may also provide requirements that must be met by the Interconnection Member prior to initiating parallel operation with the Cooperative's System.

A5.1 MAINTENANCE OF INTERCONNECTING MEMBER-OWNED EQUIPMENT AND CABLE

- A5.1.1 The Interconnecting Member shall be responsible for the maintenance of all service conduits, cables, and equipment, beginning with the point of service termination (the secondary of the pad mount step-up transformer). Maintenance tests shall be performed by the Interconnecting Member's qualified maintenance personnel or by a contract firm with qualified maintenance personnel. The tests shall include: relay settings, relays, breakers and trip coils, AC and DC circuit continuity, insulation impedances of the protective circuits and current and potential transformers. A confirmation of the Interconnecting Member's periodic inspection, including the status of DC and AC control power for circuit breakers, reference one-line diagrams, relay protection diagrams and coordination test data must accompany test reports. Each relay test shall include a calibration check and an actual trip of the circuit breaker from the relay being tested.
- A5.1.2 In the event it is necessary, in the conduct of maintenance by the Interconnecting Member, for the Interconnecting Member to disconnect Cooperative service, the Interconnecting Member shall notify the Cooperative's District Operations of the planned disconnection at least seven business days in advance of the disconnection. (This applies to deenergizing the pad mount step-up transformer.)
- A5.1.3 Verification testing shall be performed by the Interconnecting Member by the means of a calibrated and certified test set prior to initial energization and every calendar year thereafter (or in shorter intervals if recommended by the equipment manufacturer) and the most recent certified relay-test reports shall be kept at the generator location and a copy forwarded to the Cooperative's Engineering Manager for review. The Cooperative reserves the right to inspect the facility and /or witness the test itself. The Interconnecting Member shall notify the Cooperative at least ten business days in advance of the relay-test to give the Cooperative the opportunity to determine whether Cooperative personnel should be present during the test.
- A5.1.4 The Interconnecting Member shall also perform periodic maintenance on circuit breakers, transformers, generators, inverters, batteries, and other equipment. A maintenance and operation log sheet shall be kept at the Interconnecting Member's premises and be made available for Cooperative inspection. On the log sheet, all protective device relay targets are to be registered whenever a breaker operation occurs.
- A5.1.5 The Interconnecting Member shall provide written notification to the Cooperative in the event the individual or firm responsible for maintenance of on-site generating equipment, breakers and/or relays is replaced. Such written notification shall be given within seven business days and include the name, address and telephone number of the new individual or firm.

A5.2 PARALLEL OPERATION

- A5.2.1 The Interconnecting Member's intertie breaker(s) shall open to separate the Cooperative's and Interconnecting Member's facilities for faults on either the Cooperative's incoming supply feeder(s), low tension service or the Interconnecting Member's equipment. They shall also open, either manually or automatically, when the Cooperative's incoming supply feeder(s) or low tension service is (are) de-energized for scheduled work. The intertie circuit breaker shall be closed manually and only after the Cooperative's District Operations personnel have determined that the situation which caused the breaker to open no longer requires the breaker to remain open. The District Operations personnel shall make such determination promptly after the Interconnecting Member notifies the District Operations office that the breaker is ready for closing.
- A5.2.2 Interconnecting Members shall not be permitted to energize a de-energized Cooperative high-tension feeder. The interconnecting breaker must open and lock out on loss of the Cooperative supply.
- A5.2.3 The Interconnecting Member shall operate his equipment within the Cooperative specified voltage, current, power and frequency limits.
- A5.2.4 For an Interconnecting Member generating DC power (as in case of generation by photovoltaic cells, windmills, etc.), the total maximum voltage or current harmonic distortion produced by the Interconnecting Member's on-site generating equipment shall not exceed five percent (5.0%) of the fundamental 60 cycle voltage or current waveform measured at the point of service termination. No single harmonic shall exceed three percent (3%) of the fundamental. This shall be demonstrated by a "before and after" measurement.
- A5.2.5 Before work is to be performed on a Cooperative feeder, which is normally worked on dead, an authorized Cooperative employee shall lock open (with a Cooperative padlock) the generator building main outdoor external disconnect switch (EDS) for all on-site generating Interconnecting Members receiving service from that feeder.
- A5.2.6 If Interconnecting Member is served at high-tension, the Interconnecting Member's Generator Operator shall promptly notify the Cooperative's District Operator of any circumstances endangering Cooperative service. The Interconnecting Member's Generator Operator shall also notify the Cooperative's District Operator of any automatic operation of the intertie circuit breaker(s) or any other main protective device at the Interconnecting Member's installation. The Interconnecting Member's Generator Operator shall inform the District Operator of the exact time of operation, breaker position (open or close), relay targets and condition of breaker control power (DC or AC tripping and closing voltages). The equipment on the Interconnecting Member's premises causing the above operation shall not be re-energized until it is isolated, repaired or replaced, and until the District Operations personnel have determined that the condition which caused such operation has been corrected. The District Operations personnel shall make such determination promptly after the Interconnecting Member notifies the District Operations office that the equipment is ready to be re-energized.
- A5.2.7 If the incoming breaker of a high-tension Interconnecting Member opens automatically, the Interconnecting Member shall not operate this breaker. The Interconnecting Member's Generator Operator shall contact the Cooperative's District Operations office and the District Operations office shall promptly dispatch Cooperative personnel to perform such switching after the District Operations personnel determine that the condition which caused service to be interrupted has been corrected.

**Interconnection Agreement
Appendix 6**

BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION

Policy Statement Number: **6-8B**

SUBJECT: Distributed Energy Resource Interconnect and Power Purchase Agreements

I. OBJECTIVES

- A. Blue Ridge Electric Membership Corporation (“Cooperative”) has set forth this policy to ensure the Cooperative complies with the Public Utilities Regulatory Policy Act of 1978 (PURPA.)
- B. The Cooperative wants to ensure that members are given appropriate credit for energy generated from renewable and other qualifying facilities.
- C. The Cooperative wants to ensure that Distributed Energy Resources (DER) projects are compatible with the safe and reliable operation of the electric system

II. POLICY CONTENT

The purpose of this policy is to ensure compliance with, and promote, the intent of the Public Utilities Regulatory Policy Act of 1978 as amended from time to time. The policy is compliant with PURPA, the Rural Utilities Service (RUS), and meets the requirements of the Cooperative’s wholesale purchase power agreement.

This policy applies to members whose equipment will be interconnected and operated in parallel with the Cooperative’s electric system.

The policy is divided into three sections: the first section addresses energy purchases from qualifying cogeneration facilities, except renewable energy, as described in 18 CFR Part 292, Subpart B, and the second section addresses energy purchases from renewable energy sources. The third section describes the interconnection procedures required for all DER facilities.

A. Cogeneration Energy Purchases

Non-renewable cogeneration facilities as defined in 18 CFR Part 292, Subpart B, will be credited for energy supplied to the Cooperative as described in this section.

1. Cogeneration facilities of less than 1,000 kW: Energy purchased by the Cooperative from facilities of less than 1,000 kW connected capacity will be billed under the latest version of rate schedule CSPP-1. Rate schedule CSPP-1 is an energy only rate. Electric energy purchased by the member will be billed under the appropriate rate schedule for the member classification.
2. Cogeneration facilities of 1,000 kW or greater: Energy purchased by the Cooperative from facilities greater than 1,000 kW connected capacity will be billed based on the avoided costs of the Cooperative’s wholesale power supplier, adjusted for losses. Power delivered to the Cooperative, net of power used by the member, will not be subject to energy and capacity charges.

The rate will include a delivery charge for making the power available at the Duke Interconnect. Electric energy purchased by the member will be billed under the appropriate rate schedule for the member classification.

Distributed Energy Resource Interconnect and Power Purchase Agreements

B. Renewable Energy Purchases

The Cooperative will purchase energy from renewable systems under the following rates.

1. Renewable Energy Systems less than 25 kW: Members may receive credit for energy produced through either the Cooperative's Net Billing Rider (Rider NB), or Net Metering Rider (Rider NM.)

The Net Billing Rider allows members to sell the full output of their renewable energy system to the Cooperative. Any electric energy purchased by the member will be billed under the appropriate rate schedule for the member classification.

The Net Metering Rider allows members to offset their own usage with the renewable energy system. To the extent a system generates excess energy; the energy will be subtracted from future billing periods as described in the rate rider. Any electric energy purchased by the member will be billed under the appropriate rate schedule for the member classification.

Riders NB and NM are only available when the renewable system is co-located with an existing residential or small commercial account. All others will be billed under rate schedule CSPP-1.

2. Renewable energy systems of 25 kW or greater: Up to a maximum aggregate of 1,600 kW of renewable energy systems, 25 kW or larger, may be connected to the Cooperative's electric system and credited under rate schedule CSPP-1.

Once the Cooperative has reached an aggregate of 1,600 kW of systems 25 kW and larger, each additional system will be credited based on the avoided costs of the Cooperative's wholesale power supplier, adjusted for losses. Power delivered to the Cooperative, net of power used by the member, will not be subject to energy and capacity charges.

Any electric energy purchased by the member will be billed under the appropriate rate schedule for the member classification.

C. Interconnection Agreement

The Cooperative's interconnection procedure must be followed when requesting an interconnection to the Cooperative's electric system including the execution of an interconnection agreement between the Cooperative and the member. See Attachment 1 for the Interconnection Procedures and Forms and Attachment 2 for the Interconnection Agreement.

Based on the Cooperative's wholesale power supply agreement, DER projects of 25 kW or greater, but less than 1,000 kW, must give one year's notice prior to the interconnection. Systems of 1,000 kW or greater must give two year's notice prior to interconnection.

Policy Statement Number: **6-8B****Distributed Energy Resource Interconnect and Power Purchase Agreements**III. RESPONSIBILITY

- A. Board of Directors: The Board of Directors shall be responsible for reconsidering this policy and making changes or revisions, if needed, in this policy every five years as required by RUS.
- B. Chief Executive Officer: The Chief Executive Officer shall see that the intent of this policy is carried out and recommendations are made to the Board of Directors for necessary changes.

APPLICATION OF POLICY

Blue Ridge Electric Membership Corporation reserves the right, in its sole discretion, to interpret, deviate from, amend, modify, reduce or eliminate all or any aspect of this policy at any time.

This policy will be modified as necessary, to comply with applicable federal, state and/or local laws.

Date Adopted: March 21, 1981

Date Revised: 4/83, 3/84, 5/84, 4/86, 6/87, 3/93, 3/94,
3/97, 5/02, 12/03, 09/05, 10/06, 9/10, 9/11

AGENDA ITEM 10:

LANDFILL GAS TO ENERGY PROJECT MATTERS

B. Proposed Facilities Charge Agreement

MANAGER'S COMMENTS:

Mr. Crutchfield will request the Board approve the Consumer Requested Facilities Charge Agreement. The purpose of the agreement is to cover the cost of the facilities constructed by BREMCO in support of the gas to energy project. BREMCO has installed primary metering at a single point, eliminating the seven existing meters and permitting the County to utilize the mini grid while BREMCO still maintains these facilities.

The agreement establishes a permanent Consumer Requested Facilities Charge that will be billed monthly as long as the service is being provided.

Staff and the County Attorney have reviewed the agreement and recommend Board approval.

Practice Statement Number: **P-9-3-8**

Consumer Requested Facilities Charge

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

**CONSUMER REQUESTED FACILITIES AGREEMENT
AGREEMENT NO. 005**

THIS AGREEMENT made and entered into this _____ day of JANUARY, 2012, by and between BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION, hereinafter referred to as "Cooperative"; and WATAUGA COUNTY, hereinafter referred to as "Consumer".

Whereas, the Consumer is the owner/lessor of certain real property to which Consumer has requested non-standard electric service facilities and/or the relocation or conversion of existing electric service facilities with associated costs identified per Exhibit A; and

Whereas, the Consumer has requested that the Cooperative provide for these requested installations and/or relocations/conversions per this agreement and the associated costs specified in Exhibit A; and

Whereas, the Consumer understands that the Consumer Requested Facilities Charge is a permanent charge reflecting the cost of the facilities contributed by the cooperative (specified in Exhibit A) and any normal maintenance of these facilities over time; and,

Whereas, should the Consumer choose to purchase power from a source other than the Cooperative, the Consumer Requested Facilities Charge will remain in effect as long as the Cooperative's plant distributes electric power and energy to the Consumer's facility.

The parties acknowledge that this Agreement is subject to and controlled by Cooperative Policy Statement Number 5-4B and Cooperative Practice Statement Numbers P-9-3-6 and P-9-3-8. The parties further acknowledge these policy and practice statements have been made available to Consumer for reference.

In witness whereof, the parties hereto have executed this agreement by their duly authorized representatives as of the date first written above.

BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION

By: _____
Chief Executive Officer

ATTEST: _____
Secretary

(SEAL)

WATAUGA COUNTY
Consumer

By: _____

ATTEST: _____

Title: _____

Title: _____

(SEAL)

Practice Statement Number: **P-9-3-8**

Consumer Requested Facilities Charge

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that ___he is Secretary of BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chief Executive Officer, sealed with its corporate seal, and attested by _____ as its Secretary.

Witness my hand and official stamp or seal, this the _____ day of JANUARY, 2012.

My Commission Expires: _____

Notary Public

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that ___he is _____ of _____, a _____ corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal, and attested by _____ as its _____..

Witness my hand and official stamp or seal, this the _____ day of JANUARY, 2012.

My Commission Expires: _____

Notary Public

Exhibit A

Consumer Requested Facilities Agreement
Agreement No. 005

BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION

And

WATAUGA COUNTY

Location Boone, NC Map Location 2-17-09-242
 Member Number 8844685 Account Number 148618
 Rate Schedule LP Effective Date 12-01-2011

Description of Consumer Requested Facilities:

Blue Ridge Electric (BRE) was asked to participate in an innovative project being implemented by the Sanitation Department of Watauga County, NC to demonstrate the practical value of combusting landfill methane gas in two (2) GM 8.1 liter / V-8 Truck engines that will in turn operate two Taylor generators (100kW each) that are supplied by KSD Enterprises from Clarksburg, West Virginia. These generator sets will produce electricity (combined capacity of 190kW) that will be delivered to the electric grid of BRE on a circuit that is located on property owned by Watauga County and operated as a Solid Waste Processing and Transfer Facility that also contains the now closed sanitary landfill of the county.

The Interconnection Facilities owned and operated by the Cooperative, include the pad mount generator step-up transformer, underground and overhead power distribution system serving all landfill facilities, and primary metering for all landfill facilities.

Prior to the implementation of this project BRE had constructed distribution facilities that served seven (7) separate accounts/meters and two security lights. These accounts/meters represented Basic Facility Charges of \$273.80 per month. Basic Facility Charges are designed to pay for distribution facilities and plant constructed to deliver electricity to various accounts. In constructing a new primary meter that will serve all of the seven accounts/meters located at the Watauga County landfill complex, the existing meters will no longer be read and the revenue to support these facilities will no longer be collected.

In lieu of this previous arrangement a Consumer Requested Facilities Agreement is being implemented to establish a costing option involving distribution plant relocation, conversion of existing facilities at the request of the consumer/member (Watauga County) to supply service to a new designated delivery point, and a method for the Cooperative to meet the consumer's revised requirements but assure that the new facilities are economic feasible to the Cooperative. Consequently a "Consumer Requested Facilities Charge" (Practice Statement Number: P-9-3-8) is being added to the monthly bill.

The “Consumer Requested Facilities Charge” also serves as a method to value the cost of the existing facilities that will be used by Watauga County to provide electric services to various facilities and show the cost (materials and labor) that have been incurred to construct a new primary metering/delivery point and new facilities to interconnect the “Generating Facility” to the BRE distribution grid plant. In March of 2011 an facility review was performed that estimated the value of existing facilities that are currently in place to provide service to the seven accounts that were previously served by BRE. The review determined the value of the facilities (poles, conductor, transformers, meters, labor etc.) if they were replaced at current values. The value of the existing facilities was estimated at \$85,177.17.

In addition the cost to install new facilities to interconnect the “Generating Facility” and install a primary meter to both register the electricity sold to the County and the electricity that is being purchased from the facility by Duke Energies was estimated at \$45,241.00. This estimate includes the actual cost of materials and labor and reflects the true cost of the job.

Altogether these two estimates total \$130,418.17. While the current policy permits the Cooperative to apply a monthly “Consumer Requested Facilities Charge” equal to 1.7% of the cost of plant provided by the Cooperative to meet the requested needs of the consumer/member, the Cooperative agreed to be a partner in this innovative Landfill Gas Generation project with Watauga County and charge a fee that is more in line with the previous charges associated with the Basic Facilities Charge of the seven existing accounts.

The Cooperative has determined and agreed to charge a “Consumer Requested Facilities Charge” of \$135.00 per month that will be applied in addition to the current \$75 Basic Facilities Charge associated with the Large Power Rate Schedule and any other applicable taxes and charges that are associated with normal Member Service Rules and Regulations and others fees that may be mandated by the governmental entities over time. This charge will be applied to Account Number 148618 associated with Member Number 8844685 located on Pole Number 2-17-09-242. This becomes effective upon the implementation of this Consumer Requested Facilities Charge on the bill rendered after December 14, 2011.

Should additional plant facilities (transformers, conduit, poles, meters, etc) be required in the future to meet the service requirements of new buildings or equipment installed by Watauga County for future growth at the Solid Waste Processing and Transfer Facility complex, the Cooperative will work with Watauga County to determine an appropriate charge to cover the cost of the facilities to serve the new facilities. The cost of these facilities shall however be governed by the “Consumer Requested Facilities Charge” policy (currently Practice Statement Number: P-9-3-8) that is in place at that time.

<u>Description</u>	<u>\$ Amount</u>
BRE Labor/Benefits, Materials & Trans	\$ 130,418.17
TOTAL	<u>\$ 130,418.17</u>
MONTHLY CONSUMER FACILITIES CHARGE (TOTAL X 1.7%)	<u>\$ 2,217.11</u>
MONTHLY CONSUMER FACILITIES CHARGE (Per Agreement)	<u>\$ 135.00</u>

BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION

Practice Statement Number: **P-9-3-8****SUBJECT: Consumer Requested Facilities Charge**

RELATED BOARD POLICY: 5-4B (New Electric Service Extensions), 6-1B (Service Rules and Regulations)

I. PURPOSE:

- A. To establish a costing option involving distribution plant relocation, conversion of existing distribution facilities in conflict with existing facilities or non-standard distribution facilities requested by the Consumer in addition to existing facilities supplying electric service to the designated delivery point.
- B. To assure that Consumers are provided uniform cost in each of the four operating districts.
- C. To assure that the cost to the Cooperative for providing consumer requested non-standard facilities other than that supplying electric service to the consumer's delivery point is economically feasible to the Cooperative.

II. SCOPE: This practice applies to Commercial and Industrial distribution systems with associated construction costs of \$15,000 or more. All consumer requests will be discussed and negotiated with the Director of Sustainable Development, the Electric Services Group, the key accounts manager and the Consumer to determine appropriate aid to construction in relation to anticipated load growth, job creation and community impact and will be eligible for payment options outlines below. Sections directly affected are the Electric Services Group, and the four operating districts.

III. EXPLANATION: As a rule, the Cooperative's cost to supply distribution and electric service facilities are adequately covered. However, at the request of the Consumer, Blue Ridge Electric Membership Corporation will install, own, and maintain facilities (overhead or underground) other than that necessary to provide electrical service to the designated delivery point. The following practice is to give guidance in handling the different types of consumer requests that may occur due to economic growth within the Cooperative's service area and will be governed by the terms and conditions set forth in this practice and applicable agreements.

IV. PRACTICEDefinitions

"Distribution facilities" consist of equipment, including transformation, to supply primary voltage to the Consumer's property (owned or leased).

"Service facilities" consist of equipment, including overhead or underground cable, to supply secondary voltage to the Consumer's delivery point.

The **"delivery point"** is where the Cooperative's service conductors are connected to the Consumer's conductors at one point, through one meter, and at one voltage.

"Consumer requested facilities" refers to non-standard plant constructed at the Consumer's request in addition to existing facilities supplying electric service to the designated delivery point and may include, but is not limited to, relocation or conversion of existing facilities, multiple primary or secondary extensions, associated transformers or multiple meter locations.

Practice Statement Number: **P-9-3-8****Consumer Requested Facilities Charge**

- A. Distribution/Secondary Delivery Accounts: A "Consumer Requested Facilities Charge" equal to 1.7% of the cost of non-standard facilities provided by the Cooperative in addition to standard electric facilities, shall be billed to the Consumer on a monthly basis in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule. The Consumer has the option of paying all associated charges at the time the construction estimate is provided as outlined in Practice Statement Number P-9-3-6 (Electric Plant Conflicts).
- B. Alteration of Existing Electric Facilities: A "Consumer Requested Facilities Charge" may be implemented when the Consumer desires a non-standard alteration of existing electric facilities. The Consumer Requested Facilities Charge for non-standard electric facilities shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known plus the cost of removal of existing facilities, if applicable, less the current value of any materials that can be salvaged. The original cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory. Refer to Policy Statement Number P-9-3-6 (Electric Plant Conflicts).
- C. Right of Refusal: The Cooperative shall have the option of refusing requests for all non-standard Consumer requested electric facilities if, on its own determination, the requested electric facilities are not feasible, or may adversely affect the Cooperative's service to other consumers.
- D. Cost Estimate: All costs will be determined as soon as electrical requirements are fully known and will be discussed with the consumer prior to installation on any consumer requested facility.
- E. Contractual Agreements: A contractual agreement must be executed whenever the Consumer requests non-standard electric facilities. A copy is attached.
- F. Termination: Should the Consumer cease operation or vacate the premises, for whatever reason, full payment of the balance of the remaining charges associated with the consumer requested facilities charge will be required. If the Consumer chooses to purchase power from a source other than the Cooperative, the Consumer Requested Facilities Charge will remain in effect as long as the Cooperative's plant distributes electric power and energy to the Consumer's facility.

V. RESPONSIBILITY

- A. It will be the responsibility of the Director of Engineering Services and the Director of Sustainable Development to implement this practice and for making required revisions.
- B. The Director of Engineering Services will be responsible for providing guidance, auditing and reviewing exceptions as required.

Date Adopted: June 1, 1999

Dates Revised: 3/01, 7/08

AGENDA ITEM 10:

LANDFILL GAS TO ENERGY PROJECT MATTERS

C. Proposed Baseline Gas Monitoring

MANAGER'S COMMENTS:

Brian Raichle, ASU Department of Technology and Environmental Design, will seek permission from the Board to install up to three (3) wellhead monitors to record landfill gas flow, temperature, and humidity in real time. Mr. Raichle believes the baseline data has the potential to strengthen future proposals for external funding. Eric McGee, McGee Environmental, with whom the County currently contracts for services related to the landfill gas, will provide input on the design of the monitors. No County funds are requested.

Staff seeks direction from the Board.

Baseline Landfill Gas Monitoring at the Watauga County Landfill

We propose to design, construct, and install up to three wellhead units to monitor landfill gas flow, temperature, and humidity in real time. The collected data will provide measurement experience and baseline data that will strengthen future proposals for external funding.

All instrumentation and equipment will be provided by ASU.

No permanent modifications will be made to the wellheads or existing gas collection system. A short section of PVC pipe will be attached between the wellhead and collection pipe using flexible PVC pipe fastened with hose clamps. Gas flow will not be altered in any way.

A self-contained data logger will be located at each monitored well. Data will initially be manually downloaded from each logger, but a wireless, web-based well monitoring system will be developed and installed during Spring 2012. The system will require a computer with Internet access to be located near the landfill, perhaps at the engine room or the new ASU greenhouse. The data will be relayed from each wellhead by spread spectrum radio or any other wireless communication devices such as ZigBee to the computer.

All wellhead instrumentation will be designed with input from Eric McGee of McGee Environmental.

Instrumentation will be installed during January and February, 2012, and will remain in place as long as is practical, or until Watauga County requests its removal.

Brian Raichle
Ok-Youn Yu
Department of Technology and Environmental Design
Appalachian State University

AGENDA ITEM 11:

PROPOSED GATED COMMUNITY ORDINANCE

MANAGER'S COMMENTS:

Mr. Joe Furman will review the proposed Gated Community Ordinance. The purpose of the ordinance is to establish rules and standards for the installation of electronic access gates for gated communities. Staff recommends the Board schedule a public hearing for the February 21, 2012, meeting to allow public comment on the proposed changes.

Board action is requested.

Watauga County Ordinance to Regulate Installation and Maintenance of Electronic Access Gates for Gated Communities

Section	
100.01	Authority and Purpose
100.02	Definitions
100.03	Requirements
100.04	Gate Development Specifics
100.05	Process
100.06	Maintenance
100.07	Modifications
100.08	Violations
100.09	Effective Date

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100.01 AUTHORITY AND PURPOSE

This ordinance is enacted pursuant to the general police powers granted to Watauga County by North Carolina Gen. Stat. §153A-121, N.C. Gen. Stat. §153A-352, and Section 503 of the 2009 North Carolina State Fire Prevention Code. The purpose of this ordinance is to establish rules and standards for the installation of electronic access gates for gated communities in order to provide for the safe and efficient ingress and egress for fire, law enforcement, and other emergency personnel.

100.02 DEFINITIONS

For the purposes of this section, the following words shall have the following meanings:

Key Box: A secure, tamperproof device with a lock operable only by a fire department, police department, or emergency services department master key, and containing building entry keys and other such devices that may be required for access in an emergency.

Gated Community: A development that is enclosed within a geographical area by restrictive gates.

Gates: A crossbar, door, or other obstructive device which is utilized for the purpose of restricting, controlling, or obstructing entry or exit by motor vehicles or pedestrians to or from a private roadway.

Ingress/Egress: The point where vehicles or pedestrians enter and exit a development.

Modifications: Any structural changes from the original configuration (new or existing), change from manual to electric, change of electronic control operation or alterations requiring a permit.

Private Streets: Internal streets that are not owned or maintained by North Carolina Department of Transportation and that are owned and maintained by an entity responsible for upkeep and maintenance, such as a homeowners association, community group, property management company, or similar organization.

100.03 REQUIREMENTS

New and existing, when applicable, gated communities shall comply with the following requirements:

- A. All streets in the gated community must be private streets.
- B. The location of the gate(s) shall comply with Section 100.04 of this ordinance and the North Carolina State Fire Prevention Code, as applicable.
- C. The gates shall be maintained in working order and inspected as needed.
- D. Gates pre-existing to the adoption of this ordinance shall not be affected by this ordinance provided they are maintained and in working order. If such gates are replaced or modified, they shall conform to the requirements of Sections 100.04, parts C through K, of this ordinance and the North Carolina State Fire Prevention Code as applicable.
- E. Applicants shall adhere to section 100.05 below regarding the process for obtaining approval for gates.

100.04 GATE DEVELOPMENT SPECIFICS

- A. Entrance ways and exit ways shall be a minimum of twenty (20) feet unobstructed width. When separated by medians, posts or other obstructions, each entrance and exit lane shall be provided with a minimum unobstructed width of twelve (12) feet. There shall also be at least 40' measured from the gate to the ultimate right-of-way so the fire truck or emergency vehicle will not block the adjacent public right-of-way.
- B. The ingress/egress area at the gate location shall be separated by a minimum 5' landscape island.
- C. It shall be determined if the gates are to be manual or electrical in operation. All electrical vehicular gates shall be provided with access control using a Radio Transceiver for public safety and authorized users. This transceiver will allow emergency vehicles to open the gate from a mobile or portable radio, and must be pre-approved by Watauga County.
- D. All electrical vehicular gates shall be provided with a fail-open device in the event of power failures unless secondary power is provide by battery back-up or generator. During a power failure, the gates will open and remain open. These devices should restore the gate(s) to the closed position after the power is restored. Any residential gated communities consisting of three (3) or less dwelling units are not subject to this requirement.
- E. Gates need to be opened for appropriate personnel to enter the community during an emergency. A fire service recognized/approved dual key activating switch or padlock shall be installed to allow emergency personnel access through vehicular gates.
- F. An approved dual key lock box containing cards, keys, pass codes and operating instructions shall be provided at each entrance gate.
- G. Gates shall be designed so that when fully opened do not obstruct the path of travel for vehicles or pedestrians, whether emergency and non-emergency. Gates shall remain fully open during an emergency event, when activated by responding agency, until reset. A 'Hold Open' code must be included in design and functioning of the gate.

- H. If there are two or more gates in any single development, all gates shall be operated in the same fashion.
- I. Gate activation shall not be altered or placed out of service without prior notification to the Watauga County Fire Marshal's Office, Watauga County Planning and Inspections Department and the Local Fire Department.
- J. Each entrance gate shall be provided with an "override" feature to allow the gate(s) to remain open so that multiple fire apparatus can enter without having to wait for intermittent opening of the gate(s).
- K. Each entrance gate shall be equipped with a manual override feature so as to permit opening during power failures or other emergency.

100.05 APPLICATION AND APPROVAL PROCESS

- A. The applicant shall submit a detailed plan, including but not limited to, scaled drawings showing the location of the gates, turn radius, dimensions of the gates, pavement, sidewalks, curbs, etc. Information such as topography lines, vegetation, site triangles, etc. shall also be included with the submittal.
- B. The applicant shall submit these plans for review by the Planning & Inspections Department, who shall forward the plans to the Sheriff's Department, Fire Marshal's Office, EMS, and Local Fire Department for approval.
- C. All applicable permits for the construction of gates shall be obtained from Watauga County Planning and Inspections. The Department of Planning & Inspections shall verify approval by the agencies listed in Section 100.05 (b) of the gate plan prior to issuance of a permit.
- D. All property owners shall notify the Watauga County E911 Department of any gate access code changes prior to such changes taking effect.
- E. All gated communities applying for a permit to install a gate shall acknowledge that if the affected properties gate fails to operate in its intended operational capacity, and such failure results in damage to the gate or constitutes the responding emergency agency to alter normal entrance procedures, the responding agency, mutual aid departments and Watauga County shall not be held liable for damages incurred.

100.06 MAINTENANCE

Gates subject to this ordinance shall be kept in their original working order and shall be repaired and/or replaced in the event they are disabled and/or damaged. It shall not be the responsibility of the County to maintain these gates. Gates subject to this ordinance shall be monitored annually by the Local Fire Department and verified by the Watauga County Fire Marshal's Office every three (3) years of their operation or as deemed appropriate by the Watauga County Fire Marshal's Office.

100.07 MODIFICATIONS

Any gate (new or existing) altered outside the scope of their original installation and/or permitting, will be considered a modification. Notification and plans for modification shall be submitted to the Watauga County Office of Planning and

Inspections for review and decision upon compliance with this ordinance.

100.08 VIOLATIONS

A. It shall be unlawful for any person to construct, install, or maintain any blocking device, such as a gate or any other type of barrier without first review and approval by Watauga County.

B. If it is found that a gated community is in violation of this ordinance, the property owner(s) shall be notified of said violation in writing by the Watauga County Fire Marshal's Office. Failure to remedy the violation within seven (7) business days shall subject the violator to remedies as authorized under G. S. 153A-123 and G.S. 143-139. Civil penalties shall be imposed in the amount of \$200.00 per day until the violation has been remedied. In addition to the civil penalty, or in the alternative, this ordinance may be enforced by injunction and order of abatement in the General Court of Justice. Each day's continuing violation of this ordinance is a separate and distinct offense.

100.09 EFFECTIVE DATE

This Ordinance shall become effective upon its ratification and adoption by the Watauga County Board of Commissioners.

READ, CONSIDERED, PASSED, AND APPROVED at the regular meeting of the Board of Commissioners for Watauga County at which a quorum was present and which was held the ___ day of _____, 2012.

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

Attest:

_____(SEAL)
Anita Fogle, Clerk to the Board

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AGENDA ITEM 12:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

Tax Administrator Kelvin Byrd will present the monthly collections report and be available for questions and discussion.

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

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AGENDA ITEM 12:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Byrd will present the Refunds and Releases Report. Board action is required to accept the Refunds and Releases Report.

12/30/2011 20:00
Kelvin.Byrd

WATAUGA COUNTY
RELEASES - 12/01/2011 TO 12/31/2011

PG 1
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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE	CHARGE	AMOUNT
1559554 LAMBERT, JUDY YATES 4130 BAIRDS CREEK RD VILAS, NC 28692	RE 2011 1981-15-7316-000 TAX RELEASES SHOULD HAVE RECEIVED OA EXEMPTION	17742 17742 12/01/2011 000 F07	F07	651	25,000	F07 G01	12.50 78.25 90.75
1647983 PRESNELL, TIFFANY HOPE PO BOX 1356 BOONE, NC 286071356	MV 2011 ZWF7321 TAX RELEASES SOLD VEHICLE TURN IN TAG	13614 12/01/2011 F02	F02	652	4,008	F02 G01	1.60 12.55 14.15
1559554 LAMBERT, JUDY YATES 4130 BAIRDS CREEK RD VILAS, NC 28692	RE 2011 1981-15-7316-000 TAX RELEASES SHOULD HAVE RECEIVED OA EXEMPTION Reversal of release	17742 12/01/2011 F07	F07	653	-25,000	F07 G01	-12.50 -78.25 -90.75
1559554 LAMBERT, JUDY YATES 4130 BAIRDS CREEK RD VILAS, NC 28692	RE 2011 1981-15-7316-000 REFUND RELEASE SHOULD HAVE RECEIVED OA EXEMPTION	17742 12/01/2011 F07	F07	654	22,400	F07 G01	11.20 70.11 81.31
1642942 SIBLEY, BENJAMIN ANDREW SIBLEY, ELIZABETH MICHELLE PO BOX 2413 BOONE, NC 28607-2413	MV 2011 YZS5036 TAX RELEASES SOLD VEHICLE	21861 12/02/2011 F02	F02	655	6,900	F02 G01	2.76 21.60 24.36
1076132 HERMAN, GARY R AND LINDA W 3540 US HWY 421 N VILAS, NC 28692	RE 2011 1991-55-1283-000 TAX RELEASES CHARGED SANITATION FEES WITH MOBILE HOME	20683 12/02/2011 F02	F02	656	0	GB SWF	50.00 124.00 174.00
1722796 SHOLAR, MICHAEL JOHN 334 VALLE VISTA DR BANNER ELK, NC 28604-9863	MV 2011 4P6107 TAX RELEASES avery	13930 12/02/2011 F08	F08	657	0	F08 G01	1.43 8.92 10.35
1722796 SHOLAR, MICHAEL JOHN 334 VALLE VISTA DR BANNER ELK, NC 28604-9863	MV 2011 YTB6186 TAX RELEASES avery	13931 12/02/2011 F08	F08	658	0	F08 G01	3.24 20.25 23.49
1648602 ARNOLD, SALLIE DALLAMURA 1451 BARE RD WEST JEFFERSON, NC 286949183	MV 2011 3432DU REFUND RELEASE SOLD CAR	63 12/02/2011 F02	F02	659	2,019	F02 G01	.81 6.32 7.13

011712 BCC Meeting

12/30/2011 20:00 WATAUGA COUNTY
Kelvin.Byrd RELEASES - 12/01/2011 TO 12/31/2011

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE	CHARGE	AMOUNT
1566780 TALBOT, JEFFREY DWAYNE 322 NORTHRIDGE DR BOONE, NC 286077136	MV 2011 ADL1263 TAX RELEASES BILL OF SALE	22060	12/02/2011 F02	660	1,740	F02 G01	BOFIRE GENCO 5.45 6.15
1602700 IQBAL, SAMINA 512 POPLAR GROVE RD BOONE, NC 28607	MV 2011 AEF4898 TAX RELEASES	20493	12/02/2011 F07	661	3,850	F07 G01	CCFIRE GENCO 1.93 12.05 13.98
1222900 SMITH, JAMES F AND RICKIE JANE 530 CORBETT MCNEIL RD BOONE, NC 28607	PP 2011 102136900 TAX RELEASES MH ON AS REAL DOUBLE BILLED	354	12/05/2011 F10	662	1,000	F10 G01 GB LF	DGFIRE GENCO 3.13 25.00 62.00 90.63
1648470 TITTELMAN, MICHAEL HERBERT 549 DECK HILL RD UNIT 2 BOONE, NC 286078908	MV 2011 HOUSE103 TAX RELEASES BILLED CO2 IN ERROR	22094	12/05/2011 C02	663	3,210	C02 CF2 G01	BOONE BOMVFEE GENCO 11.88 5.00 10.05 26.93
1551580 KITCHELL, RICHARD W DDS PA P O BOX 469 BLOWING ROCK, NC 28605	PP 2011 551580999 TAX RELEASES DOES NOT OWN ANY EQUIP	2095	12/05/2011 F12	664	350	G01 F12	GENCO BRFIRE 1.10 .18 1.28
1569817 SANDS, WILLIAM FRANKLIN 280 WHISPERS HILLS RD BOONE, NC 286077377	MV 2011 AAF2072 TAX RELEASES SOLD CAR	9845	12/05/2011 F02	665	8,337	F02 G01	BOFIRE GENCO 3.33 26.09 29.42
1615043 LONG, GEOFFARY GREER PO BOX 468 BOONE, NC 286070468	MV 2011 AEW8634 TAX RELEASES NO CODE	20796	12/05/2011 F02	666	2,500	F02 G01	BOFIRE GENCO 1.00 7.83 8.83
1619548 MATHESON, AMANDA REECE 216 SMITH ISAACS RD ZIONVILLE, NC 286989004	MV 2011 MTK6856 TAX RELEASES SOLD CAR	13009	12/05/2011 F06	667	9,000	F06 G01	ZFIRE GENCO 4.50 28.17 32.67
1150705 BELLSOUTH TELECOMMUNICATIONS IN SOUTHERN BELL AT&T PROPERTY TAX GROUP PO BOX 7207 BEDMINSTER, NJ 7921	PP 2011 136 TAX RELEASES DOUBLE BILLED	1000020	12/05/2011 MS1	668	1,689,790	G01	GENCO 5,289.04

12/30/2011 20:00
Kelvin.Byrd

WATAUGA COUNTY
RELEASES - 12/01/2011 TO 12/31/2011

PG 3
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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL EFF DATE JUR	REF NO	VALUE	CHARGE	AMOUNT
1059542 GRAGG, LEWIS DAYTON PO BOX 661 BLOWING ROCK, NC 28605	RE 2011 1887-93-4477-000 TAX RELEASES CHARGED EXTRA LF SWF	3209 12/05/2011 F12	669	0	GB SWF	50.00 124.00 174.00
1556549 HODGES, KATHERINE JOYCE 128 HIDDEN TREASURES RD BOONE, NC 28607	PP 2011 556549999 TAX RELEASES INCORRECT VALUE	2162 12/06/2011 F09	670	7,000	F09 G01	2.10 21.91 24.01
1584828 CRAVER, CHARLES CHIST 194 CREEKSIDE DRIVE ZIONVILLE, NC 28698	MV 2011 3215SP TAX RELEASES SOLD CAR	19539 12/06/2011 FS1	671	2,000	FS1 G01	1.00 6.26 7.26
1558032 PATTON, JEFFREY S BURCHAM, AMY JO 205 BUB TEEMS RD BOONE, NC 28607	MV 2011 YWN2898 TAX RELEASES BILL OF SALE	13473 12/06/2011 F02	672	2,900	F02 G01	1.16 9.08 10.24
1648544 JPS PA 1013 STATE FARM RD BOONE, NC 28607	PP 2011 648544999 TAX RELEASES DOUBLED BILLED	3759 12/06/2011 C02	673	21,640	C02 G01 C02L G01L	80.07 67.73 8.01 6.77 162.58
1724150 DUGGAN, VALERIE KARELLE PO BOX 1096 BOONE, NC 28607-1096	MV 2011 SWZ1908 TAX RELEASES SOLD CAR	19703 12/06/2011 F02	674	3,552	F02 G01	1.42 11.12 12.54
1648154 BUTLER, TERRY MICHAEL JR PO BOX 1104 BOONE, NC 286071104	MV 2011 4J4180 TAX RELEASES bill of sale	19240 12/06/2011 F02	675	3,000	F02 G01	1.20 9.39 10.59
1164292 TRIVETTE, JOHN T 9181 BAYWOOD CIRCLE POSTON, SC 29588	RE 2011 2914-90-3808-000 TAX RELEASES CHARGED TOO MANY SANITATION FEES ALSO CHARGED ON PERSONAL LISTING	41312 12/06/2011 F09	676	0	GB SWF	50.00 124.00 174.00
1590672 BAXTER NORRIS CONSTRUCTION PO BOX 159 ZIONVILLE, NC 286980159	MV 2011 BL2295 TAX RELEASES SOLD VEHICLE	19006 12/07/2011 F06	677	3,833	F06 G01	1.92 12.00 13.92

011712 BCC Meeting

12/30/2011 20:00 WATAUGA COUNTY
Kelvin.Byrd RELEASES - 12/01/2011 TO 12/31/2011

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE	CHARGE	AMOUNT
1523465 BAXTER NORRIS CONST, INC 190 SHOP DR ZIONVILLE, NC 28698	MV 2011 BL2296 TAX RELEASES SOLD VEHICLE	19007	12/07/2011 F06	678	11,358	F06 G01	ZFIRE GENCO 3.25 20.31 23.56
1523465 BAXTER NORRIS CONST, INC 190 SHOP DR ZIONVILLE, NC 28698	MV 2011 YA010130 TAX RELEASES SOLD VEHICLE	19008	12/07/2011 F06	679	11,369	F06 G01	ZFIRE GENCO 3.25 20.33 23.58
1601886 BAXTER NORRIS CONST, INC. 190 SHOP DRIVE ZIONVILLE, NC 28698	MV 2011 BL2294 TAX RELEASES SOLD VEHICLE	19011	12/07/2011 F06	680	3,383	F06 G01	ZFIRE GENCO .97 6.05 7.02
1523465 BAXTER NORRIS CONST, INC 190 SHOP DR ZIONVILLE, NC 28698	MV 2011 BL2344 TAX RELEASES SOLD VEHICLE	19009	12/07/2011 F06	681	11,800	F06 G01	ZFIRE GENCO 3.38 21.11 24.49
1590672 BAXTER NORRIS CONSTRUCTION PO BOX 159 ZIONVILLE, NC 286980159	MV 2011 BL2293 TAX RELEASES SOLD VEHICLE	19010	12/07/2011 F06	682	4,526	F06 G01	ZFIRE GENCO 1.29 8.10 9.39
1590672 BAXTER NORRIS CONSTRUCTION PO BOX 159 ZIONVILLE, NC 286980159	Reversal of release	19010	12/07/2011 F06	683	-4,526	F06 G01	ZFIRE GENCO -1.29 -8.10 -9.39
1523465 BAXTER NORRIS CONST, INC 190 SHOP DR ZIONVILLE, NC 28698	MV 2011 BL2344 TAX RELEASES SOLD VEHICLE	19009	12/07/2011 F06	684	-11,800	F06 G01	ZFIRE GENCO -3.38 -21.11 -24.49
1601886 BAXTER NORRIS CONST, INC. 190 SHOP DRIVE ZIONVILLE, NC 28698	Reversal of release	19011	12/07/2011 F06	685	-3,383	F06 G01	ZFIRE GENCO -.97 -6.05 -7.02
1629552 SMITH, MICHAEL R 479 WILL ISAACS RD ZIONVILLE, NC 28698	RE 2011 1972-84-4342-000 TAX RELEASES BLDG RAZED	16377	12/08/2011 F07	686	52,800	F07 G01	CCFIRE GENCO 26.40 165.26 191.66

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1523465 BAXTER NORRIS CONST, INC 190 SHOP DR ZIONVILLE, NC 28698	MV 2011 BL2296 TAX RELEASES SOLD VEHICLE Reversal of release	19007	12/07/2011 F06	687	-11,358	F06 G01	-3.25 -20.31 -23.56
1523465 BAXTER NORRIS CONST, INC 190 SHOP DR ZIONVILLE, NC 28698	MV 2011 YA010130 TAX RELEASES SOLD VEHICLE Reversal of release	19008	12/07/2011 F06	688	-11,369	F06 G01	-3.25 -20.33 -23.58
1590672 BAXTER NORRIS CONSTRUCTION PO BOX 159 ZIONVILLE, NC 286980159	MV 2011 BL2295 TAX RELEASES SOLD VEHICLE Reversal of release	19006	12/07/2011 F06	689	-3,833	F06 G01	-1.92 -12.00 -13.92
1590672 BAXTER NORRIS CONSTRUCTION PO BOX 159 ZIONVILLE, NC 286980159	MV 2011 BL2295 TAX RELEASES SOLD VEHICLE	19006	12/07/2011 F06	690	3,833	F06 G01	1.92 12.00 13.92
1567434 SMITH, TIMOTHY M SMITH, WENDY W 700 APPALACHIAN DR BOONE, NC 286074369	MV 2011 SXN2373 TAX RELEASES IREDELL COUNTY	21922	12/07/2011 C02	691	0	C02 CF2 G01	23.27 5.00 19.69 47.96
1642459 WILLIAMS, JOHNNY BLAIR PO BOX 145 ZIONVILLE, NC 286980145	MV 2011 BV68791 TAX RELEASES SOLD CAR	14670	12/07/2011 F06	692	0	F06 G01	.15 .94 1.09
1511849 KELLER, CHRISTA INNES 1145 FLAT TOP RD BLOWING ROCK, NC 28605	MV 2011 YTB9627 REFUND RELEASE	5109	12/07/2011 F12	693	300	F12 G01	.15 .94 1.09
1569095 MCKINNEY, JAMES LEE MCKINNEY, LINDA TAYLOR 270 HEMLOCK HILL RD BOONE, NC 286078190	MV 2011 ZXT5840 TAX RELEASES INCORRECT BILL	20966	12/08/2011 F10	694	0	F10 G01	15.17 94.93 110.10

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1607680 JOHNSON, KATHY COTTRELL 1013 VARRINGTON DR LENOIR, NC 28645	RE 2011 2911-44-1921-000 TAX RELEASES DOUBLE BILLED	39768	12/08/2011 F02	695	278,700	F02 G01 GB SWF	111.48 872.33 50.00 124.00 ----- 1,157.81
1607680 JOHNSON, KATHY COTTRELL 1013 VARRINGTON DR LENOIR, NC 28645	RE 2010 2911-44-1921-000 REFUND RELEASE DOUBLE BILLED	1464140	12/08/2011 F02	696	278,700	G01 F02 LF GB	872.33 111.48 124.00 50.00 ----- 1,157.81
1607680 JOHNSON, KATHY COTTRELL 1013 VARRINGTON DR LENOIR, NC 28645	RE 2009 2911-44-1921-000 REFUND RELEASE DOUBLE BILLED	1418534	12/08/2011 F02	697	278,700	G01 F02 LF GB	872.33 111.48 124.00 50.00 ----- 1,157.81
1607680 JOHNSON, KATHY COTTRELL 1013 VARRINGTON DR LENOIR, NC 28645	RE 2008 2911-44-1921-000 REFUND RELEASE DOUBLE BILLED	1373151	12/08/2011 F02	698	278,700	G01 F02 LF GB	872.33 111.48 124.00 50.00 ----- 1,157.81
1607680 JOHNSON, KATHY COTTRELL 1013 VARRINGTON DR LENOIR, NC 28645	RE 2007 2911-44-1921-000 REFUND RELEASE DOUBLE BILLED	1328228	12/08/2011 F02	699	278,700	G01 F02 LF GB	872.33 55.74 120.00 50.00 ----- 1,098.07
1095181 LAWRENCE, JACK D AND MARY ANN 133 LEAH DR BOONE, NC 28607-4634	MV 2011 WWX4273 TAX RELEASES TURN PLATE IN	20738	12/08/2011 C02	700	2,767	C02 G01	10.24 8.66 ----- 18.90
1634327 RICHARD TURK WOLF TURK LLC 257 ASCOT LANE BOONE, NC 28607	PP 2011 634327999 TAX RELEASES OUT OF BUSINESS	3498	12/08/2011 F12	701	6,200	G01 F12	19.41 3.10 ----- 22.51

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1648203 ELMORE, DANIEL MICAH 325 YOSEF DR APT V BOONE, NC 286073894	MV 2011 4C5388 TAX RELEASES	19766	12/08/2011 C02	702	1,762	C02 G01	6.52 5.52 12.04
1648203 ELMORE, DANIEL MICAH 325 YOSEF DR APT V BOONE, NC 286073894	MV 2011 AA70716 TAX RELEASES SOLD VEHICLE	19765	12/08/2011 C02	703	1,499	C02 G01	5.55 4.69 10.24
1648203 ELMORE, DANIEL MICAH 325 YOSEF DR APT V BOONE, NC 286073894	MV 2011 AA70716 TAX RELEASES SOLD VEHICLE Reversal of release	19765	12/08/2011 C02	704	-1,499	C02 G01	-5.55 -4.69 -10.24
1648203 ELMORE, DANIEL MICAH 325 YOSEF DR APT V BOONE, NC 286073894	MV 2011 AA70716 TAX RELEASES VEHICLE NEVER REG CUSTOMER HAD TO WAIT ON DMV BY TI	19765	12/08/2011 C02	705	0	C02 CF2 G01	7.40 5.00 6.26 18.66
1602571 CGR DEVELOPMENT CORP 160 CAREFREE CV ZIONVILLE, NC 286988905	MV 2011 CGRDEV TAX RELEASES TURN IN TAG	19352	12/08/2011 F06	706	11,295	F06 G01	5.65 35.35 41.00
1540870 MILLER, DAVID V 138 MARTIN LANE EXT BOONE, NC 286077587	MV 2011 XYC2781 TAX RELEASES VALUE ADJ DUE TO CONDITION OF VEHICLE	21034	12/09/2011 F02	707	3,650	F02 G01	1.46 11.42 12.88
1722076 HOPE AFTER DOPE MINISTERIE, S INC PO BOX 2402 BOONE, NC 28607-2402	MV 2011 XPS6482 TAX RELEASES PLATE TURNED IN/SOLD	4926	12/09/2011 F08	708	635	F08 G01	.32 1.99 2.31
1623341 WHANGER, JOHN R WHANGER, BARBARA A 1177 RUSH BRANCH RD SUGAR GROVE, NC 28679	MV 2011 DH9950 REFUND RELEASE SOLD CAR	10686	12/09/2011 F04	709	4,787	F04 G01	2.39 14.98 17.37
1030113 CLOYED, KEITH AND LEOTA 659 APPALACHIAN DR BOONE, NC 28607-4368	MV 2011 LWD3697 TAX RELEASES PLATE TURNED IN/SOLD	19414	12/09/2011 C02	710	2,548	C02 G01	9.43 7.98 17.41

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1584587 WENDY WATSON INC 869 HWY 105 EXT STE 1 BOONE, NC 28607	MV 2011 PVT1355 TAX RELEASES SOLD VEHICLE	14614	12/09/2011 C02	711	6,966	C02 G01	25.77 21.80 47.57
1600294 BAILEY, CHRISTOPHER DAVID 360 CASEYS GAP BANNER ELK, NC 28604	MV 2011 VXP8001 TAX RELEASES PLATE TURNED IN/SOLD	10973	12/09/2011 F01	712	3,345	F01 G01	1.67 10.47 12.14
1724008 HENSON, THOMAS W. 507 BOONE RIDGE LN BOONE, NC 28607	MV 2011 AAF1939 TAX RELEASES SOLD CAR	12352	12/09/2011 F02	713	18,333	F02 G01	7.33 57.38 64.71
1647434 FARMER, KEVIN GALE 164 BYRD ST BOONE, NC 286078317	MV 2010 ZST1633 TAX RELEASES SOLD CAR	1453142	12/09/2011 C02	714	4,159	G01 C02	13.02 15.39 28.41
1640101 LATHAM, JESSIE MICHAEL LATHAM, KRISTALEE VANESSA 1559 SUTHERLAND RD CRESTON, NC 286158818	MV 2010 XVW3884 TAX RELEASES ASHE	1445153	12/12/2011 F02	715	0	G01 F02	40.44 5.17 45.61
1522613 CANNON, HELEN COFFEY 270 SMITH ST VILAS, NC 28692	PP 2011 204802700 TAX RELEASES DUPLICATE BILLED UNDER 1570124	605	12/12/2011 F07	716	0	G01 F07	15.68 2.51 18.19
1610238 HICKS, RICHARD POWELL 247 CHARLIE HICKS RD BANNER ELK, NC 286049284	MV 2010 XV7437 REFUND RELEASE TURN IN TAG	1171	12/12/2011 F06	717	625	F06 G01	.31 1.96 2.27
1721686 PERRY, LEWIS GLOVER JR 126 S WILD CHERRY CIR BOONE, NC 28607-9551	MV 2011 VTF4247 REFUND RELEASE SOLD CAR	2341	12/12/2011 F10	718	520	F10 G01	.26 1.63 1.89
1625870 BEST, MICHAEL A 1031 WATAUGA RIVER RD SUGAR GROVE, NC 28679	MV 2010 YTC2247 TAX RELEASES SOLD VEHICLE	157	12/12/2011 F07	719	5,793	F07 G01	2.90 18.13 21.03

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1551333 ROSEMAN, VIRGINIA NORDMAN ROSEMAN, KARL HEINZ 125 CHERRYBROOK LN BOONE, NC 28607	MV 2010 VSC7491 TAX RELEASES TURN IN TAG	1437867	12/12/2011 C02	720	648	G01 C02	2.03 2.40 4.43
1646441 CORNERSTONE SUMMIT 869 HIGHWAY 105 EXT STE 3 BOONE, NC 286075365	MV 2010 TA76934 TAX RELEASES DOUBLE BILL	529	12/12/2011 C02	721	0	C02 CF2 G01	32.89 5.00 27.83 65.72
1513183 BLAIR, CHARLES SKIPPER 1453 PIGEON ROOST RD BANNER ELK, NC 286049392	MV 2010 VYW9043 TAX RELEASES SOLD CAR	172	12/12/2011 F08	722	1,216	F08 G01	.61 3.81 4.42
1637848 MCDANIEL, JOSEPH ROBERT 164 HIGH HOPES BOONE, NC 286076256	MV 2010 TA60696 TAX RELEASES OVERLAPPING PLATES	1435538	12/12/2011 F02	723	0	G01 F02	21.00 2.68 23.68
1721013 TOWNSEND, SARAH KING	MV 2011 ABS8537 TAX RELEASES SOLD VEHICLE	22160	12/12/2011 F10	724	6,780	F10 G01	3.39 21.22 24.61
1558321 ADAMS, PERRY ALFRED JR 418 ADAMS RD VILAS, NC 286929204	MV 2011 ABS8521 TAX RELEASES SOLD VEHICLE	10880	12/12/2011 F07	725	4,690	F07 G01	2.35 14.68 17.03
8800012 ADAMS, PERRY ALFRED SR AND ADAMS PERRY A 416 ADAMS RD VILAS, NC 286929204	MV 2010 XM3506 TAX RELEASES SOLD VEHICLE	1442440	12/12/2011 F07	726	3,218	G01 F07	10.07 1.61 11.68
1568629 JOHNSON, HENRY LYNN PO BOX 617 BANNER ELK, NC 28604	MV 2010 XSL5653 TAX RELEASES INCORRECT BILLING	1444263	12/12/2011 F08	727	2,273	G01 F08	70.73 11.30 82.03
1568629 JOHNSON, HENRY LYNN PO BOX 617 BANNER ELK, NC 28604	MV 2010 XSL5653 TAX RELEASES INCORRECT BILLING Reversal of release	1444263	12/12/2011 F08	728	-2,273	G01 F08	-70.73 -11.30 -82.03

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1647147 MINNICOZZI, ANTHONY CHARLES 4233 OLD US 421 S ZIONVILLE, NC 28698	MV 2010 ZTV5178 TAX RELEASES SOLD VEHICLE	1453289	12/12/2011 F06	729	1,833	G01 F06	5.74 .92 6.66
1614782 SMITH, HOLLY G SMITH, JOHN 138 CLYDE LANE DEEP GAP, NC 28618	RE 2011 2960-50-5383-000 TAX RELEASES SOLID WASTE DOUBLE BILLED -	47417	12/12/2011 F10	730	0	GB SWF	25.00 62.00 87.00
1568629 JOHNSON, HENRY LYNN PO BOX 617 BANNER ELK, NC 28604	MV 2010 XSL5653 TAX RELEASES INCORRECT BILLING	1444263	12/12/2011 F08	731	0	G01 F08	7.11 1.14 8.25
1722912 GRACE EVANGELICAL LUTHERA, N CHURCH, BOO 115 E KING ST BOONE, NC 28607-4041	MV 2011 XZH3099 TAX RELEASES EXEMPT	12028	12/12/2011 C02	732	0	C02 CF2 G01	7.18 5.00 6.07 18.25
1646426 CHRISTENBURY, ABRAM ALLEN MALCOLM PO BOX 407 SUGAR GROVE, NC 286790407	MV 2010 XT4134 TAX RELEASES TURN IN TAG	1444339	12/12/2011 F07	733	0	G01 F07	1.57 .25 1.82
1702427 SCHOLL, COURTNEY LEE 301 BIRCH BARK TRL SUGAR GROVE, NC 28679-6005	MV 2010 AAE9984 TAX RELEASES SOLD VEHICLE	2347	12/12/2011 F07	734	320	F07 G01	1.16 1.00 1.16
1598145 PIERCE, ROBERT MYRLE 1791 SILVERSTONE RD ZIONVILLE, NC 286989364	MV 2010 YTB9170 REFUND RELEASE TURN IN TAG	1448477	12/12/2011 F06	735	553	G01 F06	1.73 .28 2.01
1598145 PIERCE, ROBERT MYRLE 1791 SILVERSTONE RD ZIONVILLE, NC 286989364	Refund of release			735	-553	G01 F06	-1.73 -.28 -2.01
1598145 PIERCE, ROBERT MYRLE 1791 SILVERSTONE RD ZIONVILLE, NC 286989364	MV 2010 YTB9170 TAX RELEASES TURN IN TAG	1448477	12/12/2011 F06	737	553	G01 F06	1.73 .28 2.01

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1623234 PERRY, SANDRA AUTON 360 GEORGE WILSON RD BOONE, NC 286078610	MV 2010 AAE9794 TAX RELEASES SOLD VEHICLE	2077	12/12/2011 F02	738	0	F02 G01	.20 1.57 1.77
1639694 REHMAN, ABDUL 183 MOONLIGHT RIDGE RD UNIT 202 BOONE, NC 286076773	MV 2011 ZXS5989 TAX RELEASES TURN IN TAG	6018	12/13/2011 F02	739	6,550	F02 G01	2.62 20.50 23.12
1584682 PRESNELL, BRANDON SCOTT 1116 ANDY HICKS RD BANNER ELK, NC 28604	MV 2010 AAE9387 TAX RELEASES SOLD VEHICLE	1421258	12/13/2011 F04	740	0	G01 F04	.94 .15 1.09
1607189 MOUNTAINTOP HOME BUILDERS LLC 292 STAIRWAY TO HEAVEN VILAS, NC 28692	RE 2011 2910-10-5757-000 TAX RELEASES EXEMPT NEW OWNER TOWN OF BOONE	37199	12/13/2011 F02	741	0	F02 G01	15.00 117.38 132.38
1606621 COMBS, KEVIN STEVE COMBS, JESSICA SHOOK 328 LOVE HOLLOW ROAD VILAS, NC 28692	MV 2010 SYC7058 TAX RELEASES INCORRECT BILLING	1435240	12/13/2011 F07	742	0	G01 F07	6.28 1.00 7.28
1616302 ISAACS, KENNETH DEAN 247 VFW DRIVE BOONE, NC 286074747	MV 2011 ZR4689 TAX RELEASES ETJ	12572	12/13/2011 F02	743	0	C02 CF2 G01	54.50 5.00 46.10 105.60
1639825 BROWN, TRACEY COLLEEN 9189 Nc Hwy 105 S BANNER ELK, NC 28604	MV 2011 ZXS5987 TAX RELEASES DOUBLE BILLED	3755	12/13/2011 FS1	744	0	FS1 G01	4.06 25.38 29.44
1642906 PIERSON, JEANA BETH 6682 OLD US HIGHWAY 421 ZIONVILLE, NC 286989324	MV 2010 ZYJ5287 TAX RELEASES SOLD VEHICLE	1456143	12/13/2011 F06	745	2,945	G01 F06	9.22 1.47 10.69
1558680 SEATZ, EDWARD EARNEST 1946 W BRUSHY FORK RD ZIONVILLE, NC 28698	MV 2011 XR9539 TAX RELEASES ASHE	6214	12/13/2011 F06	746	0	F06 G01	.38 2.35 2.73

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1558680 SEATZ, EDWARD EARNEST 1946 W BRUSHY FORK RD ZIONVILLE, NC 28698	MV 2011 WW2972 TAX RELEASES ASHE	6215	12/13/2011 F06	747	0	F06 G01	3.94 24.63 28.57
1563457 WRIGHT, GEORGE WILBUR JR PO BOX 310 VILAS, NC 286920310	MV 2011 TYT3056 TAX RELEASES NOT C02	22633	12/13/2011 F02	748	0	F02 G01	1.72 13.46 15.18
1722640 GARDINER, VIRGINIA K. 61 ELK MEADOW DR BANNER ELK, NC 28604	MV 2011 ADK3563 TAX RELEASES AVERY	8055	12/13/2011 F08	749	0	F08 G01	10.72 67.08 77.80
1628489 GUY, GLADYS STINES 1400 US HIGHWAY 321 N SUGAR GROVE, NC 286799469	MV 2011 WWX4691 TAX RELEASES AVERY	20103	12/13/2011 F07	750	0	F07 G01	1.28 7.98 9.26
1580469 VALLE CRUCIS CONFERENCE CENTER PO BOX 654 VALLE CRUCIS, NC 286910654	MV 2011 CH5284 TAX RELEASES EXEMPT	22241	12/13/2011 F08	751	0	F08 G01	2.85 17.84 20.69
1553702 GREENE, JIMMY HARRIS PO BOX 2362 BLOWING ROCK, NC 286052362	MV 2011 BS70211 TAX RELEASES CALDWELL	20026	12/13/2011 F12	752	0	F12 G01	.15 .94 1.09
1553702 GREENE, JIMMY HARRIS PO BOX 2362 BLOWING ROCK, NC 286052362	MV 2011 LTT9496 TAX RELEASES CALDWELL	20027	12/13/2011 F12	753	0	F12 G01	1.37 8.54 9.91
1722798 AUMELL-FRASER, NANCY 146 CRIM RD BOONE, NC 28607-9330	MV 2011 ABS9217 TAX RELEASES DOUBLE BILLED	10963	12/13/2011 C02	754	0	C02 CF2 G01	93.31 5.00 78.94 177.25
1647985 PRESNELL, TRAVIS KENT 459 ISENHOUR RD ZIONVILLE, NC 286989406	MV 2010 ZR4783 TAX RELEASES OVERLAPPING PLATES	1452883	12/13/2011 F06	755	783	G01 F06	2.45 .39 2.84

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1555430 BUTLER, STEPHEN CLAY 191 ROBY GREENE RD BOONE, NC 286079149	MV 2011 VVN1851 TAX RELEASES SOLD CAR	19238	12/13/2011 F02	756	11,887	F02 G01	4.75 37.21 41.96
1647985 PRESNELL, TRAVIS KENT 459 ISENHOUR RD ZIONVILLE, NC 286989406	MV 2010 AAE9556 TAX RELEASES SOLD VEHICLE	1421360	12/13/2011 F06	757	968	G01 F06	3.03 .48 3.51
1584587 WENDY WATSON INC 869 HWY 105 EXT STE 1 BOONE, NC 28607	MV 2011 PVY1355 TAX RELEASES SOLD CAR	14614	12/13/2011 C02	758	7,837	C02 G01	12.90 10.91 23.81
1636782 WARD, ELAINE TATE 152 MANDARIN DR MOORESVILLE, NC 281178156	MV 2011 BEMTBP TAX RELEASES SOLD CAR	22344	12/13/2011 C05	759	0	C05 G01	19.90 9.73 29.63
1641537 FOWLER, SAMANTHA ANGELA PO BOX 1004 BOONE, NC 286071004	MV 2011 AEW8435 TAX RELEASES SOLD CAR	11901	12/13/2011 F02	760	706	F02 G01	.28 2.21 2.49
1550361 JAMES, TIMOTHY DERRICK. 202 HERMAN LN BOONE, NC 28607	MV 2011 TTJ6020 TAX RELEASES SOLD CAR	12615	12/13/2011 F02	761	4,342	F02 G01	1.74 13.59 15.33
1647398 BROMBY, KENNETH ERIC 16045 LANGSTON DR CHARLOTTE, NC 282787929	MV 2011 VTJ1516 TAX RELEASES MECK	7281	12/13/2011 F09	762	0	F09 G01	1.79 18.62 20.41
1721686 PERRY, LEWIS GLOVER JR 126 S WILD CHERRY CIR BOONE, NC 28607-9551	MV 2011 VTF4247 REFUND RELEASE SOLD CAR Reversal of release	2341	12/13/2011 F10	763	-520	F10 G01	-.26 -1.63 -1.89
1621489 SCHARNS, WENDY MICHELLE 656 ROCKY CREEK RD BOONE, NC 286078952	MV 2010 AAF1169 TAX RELEASES SOLD CAR	2341	12/13/2011 F02	764	3,000	F02 G01	1.20 9.39 10.59

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1631389 MCDONALD, JAMES LOUIS SR HESS, JO ANN BRINKLEY PO BOX 685 BLOWING ROCK, NC 286050685	MV 2010 NRK9710 TAX RELEASES SOLD VEHICLE	1430079	12/13/2011 F12	765	6,788	G01 F12	21.25 3.39 24.64
1581996 BYRD, BENNIE RAY JR 201 MITCHELL LN ZIONVILLE, NC 286989121	MV 2011 RTR3876 TAX RELEASES TURN IN TAG	11258	12/13/2011 F06	766	4,485	F06 G01	2.24 14.04 16.28
1641495 CARLSON, MORGAN DAVIS 243 JEFFERSON RD APT 8 BOONE, NC 286078899	MV 2010 ESP87 TAX RELEASES SOLD VEHICLE	1427071	12/13/2011 C02	767	3,060	C02	11.32
1641495 CARLSON, MORGAN DAVIS 243 JEFFERSON RD APT 8 BOONE, NC 286078899	MV 2010 ESP87 TAX RELEASES SOLD VEHICLE Reversal of release	1427071	12/13/2011 C02	768	-3,060	C02	-11.32
1598473 HASSLER, KYLE WARREN 354 DEVONWOOD DR BOONE, NC 28607	RE 2006 2921-64-3758-000 REFUND RELEASE ACREAGE UPDATE	1286713	12/13/2011 F02	769	2,300	G01 F02	7.20 .46 7.66
1598473 HASSLER, KYLE WARREN 354 DEVONWOOD DR BOONE, NC 28607	RE 2007 2921-64-3758-000 REFUND RELEASE ACREAGE UPDATE	1331094	12/13/2011 F02	770	2,300	G01 F02	7.20 .46 7.66
1598473 HASSLER, KYLE WARREN 354 DEVONWOOD DR BOONE, NC 28607	RE 2008 2921-64-3758-000 REFUND RELEASE ACREAGE UPDATE	1376058	12/13/2011 F02	771	2,300	G01 F02	7.20 .92 8.12
1598473 HASSLER, KYLE WARREN 354 DEVONWOOD DR BOONE, NC 28607	RE 2009 2921-64-3758-000 REFUND RELEASE ACREAGE UPDATE	1421471	12/13/2011 F02	772	2,300	G01 F02	7.20 .92 8.12
1598473 HASSLER, KYLE WARREN 354 DEVONWOOD DR BOONE, NC 28607	RE 2010 2921-64-3758-000 REFUND RELEASE ACREAGE UPDATE	1467128	12/13/2011 F02	773	2,300	G01 F02	7.20 .92 8.12

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1598473 HASSLER, KYLE WARREN 354 DEVONWOOD DR BOONE, NC 28607	RE 2011 2921-64-3758-000 REFUND RELEASE ACREAGE UPDATE	42888	12/13/2011 F02	774	2,300	F02 G01	.92 7.20 8.12
1642189 EASTMAN, GLORIA JEAN 1251 ASHE CENTRAL SCHOOL RD JEFFERSON, NC 28640-9110	MV 2011 XTY4179 TAX RELEASES ASHE	11759	12/14/2011 F10	775	0	F10 G01	5.95 37.22 43.17
1722931 SOUTH, LOUIS C EASTERLING, EMILY RUTH 217 WHITE PINE TRL BANNER ELK, NC 28604-7843	MV 2011 AEW8514 TAX RELEASES TURN IN TAG	14039	12/14/2011 F01	776	6,302	F01 G01	3.15 19.73 22.88
1650444 EASTERLING, EMILY RUTH 276-H WATAUGA VILLAGE DR BOX132 BOONE, NC 286075262	MV 2010 WZV2495 TAX RELEASES TURN IN TAG	1442235	12/14/2011 C02	777	1,960	G01 C02	6.13 7.25 13.38
1552435 THOMAS, ELOISE STOWE 1208 W WALNUT AVE GASTONIA, NC 28052	RE 2011 2901-80-5134-000 TAX RELEASES HOUSE TORN DOWN NO SWF	35756	12/14/2011 C02	778	0	SWF	62.00
1722315 FRAZIER, HAROLD NICHOLS III 211 COSGROVE AVE CHAPEL HILL, NC 27514-5270	MV 2011 0763BR TAX RELEASES STOLEN VEH	8006	12/14/2011 C02	779	1,600	C02 G01	5.92 5.01 10.93
1120229 NORRIS, JOHN GLENN 1290 BALL BRANCH RD BOONE, NC 286078213	PP 2011 120229999 TAX RELEASES ADJUSTED VALUE TO 6500	405	12/14/2011 F09	780	11,050	F09 G01	3.32 34.59 37.91
1610008 BRITT, GARNER L SCHARER, KATHERINE M 118 S BONNIE AVE PASADENA, CA 91106-2703	MV 2011 VSD2474 TAX RELEASES SOLD CAR	6179	12/14/2011 F07	781	11,272	F07 G01	5.64 35.28 40.92
1724250 HARMON, KELLY LEIGH COBAN, ALI 196 PHILLIPS BRANCH RD VILAS, NC 28692-9436	MV 2011 AEW9414 TAX RELEASES SOLD CAR	20168	12/14/2011 F07	782	6,352	F07 G01	3.18 19.88 23.06

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1536758 WILSON, WILLIAM LYLE WILSON, JOYCE HINCHMAN 441 RAGAN RD TODD, NC 286849570	MV 2011 VSC7179 REFUND RELEASE SOLD CAR	3331	12/14/2011 F11	783	2,392	F11 G01	1.20 7.49 8.69
1569053 KRAUSE COMPANY INCORPORATED PO BOX 3368 BOONE, NC 286073368	MV 2010 BY80692 TAX RELEASES BILL OF SALE	1425711	12/14/2011 C02	784	19,230	G01 C02	60.19 71.15 131.34
1645587 HOLMAN, SUSAN NORRIS PO BOX 1081 LENOIR, NC 286451081	MV 2011 ZTY4057 TAX RELEASES BURKE	1384	12/14/2011 F02	785	0	F02 G01	2.23 17.47 19.70
1644137 ISENHOUR, MELODY NICOLE 180 QUAIL RIDGE LN # A BOONE, NC 286079303	MV 2010 SYC3419 TAX RELEASES SOLD VEHICLE	1434792	12/14/2011 F02	786	2,825	G01 F02	8.84 1.13 9.97
1724146 AZARGOON, HOMA 256 RUSHING CREEK DR UNIT F BOONE, NC 28607-5837	MV 2011 AEW8636 TAX RELEASES TURN IN TAG	18941	12/14/2011 F02	787	3,817	F02 G01	1.53 11.95 13.48
8701269 HANKS, DOUGLAS RICHARD AND HANKS JANICE 4799 RICH MTN RD BOONE, NC 286078862	MV 2011 BT1788 TAX RELEASES BILLED INCORRECTLY	1145	12/15/2011 F06	788	0	F06 G01	7.29 45.60 52.89
1576400 HAWK MOUNTAIN TREE FARM, INC. 667 CHURCH RD BOONE, NC 286078333	MV 2011 XL2917 TAX RELEASES FARM PLATE	12283	12/15/2011 F01	789	0	F01 G01	4.82 30.14 34.96
1724031 RUPPARD, SHELBY P. 757 BEECH MOUNTAIN PKWY BANNER ELK, NC 28604	MV 2011 TYF2343 TAX RELEASES AVERY COUNTY	13819	12/15/2011 C05	790	0	C05 G01	46.02 22.50 68.52
1648317 LUNCEFORD, KENNETH RAY 354 HICKORY LN BOONE, NC 286078767	MV 2010 TA59618 TAX RELEASES OVERLAPPING PLATES	1435517	12/15/2011 F02	791	3,457	G01 F02	10.82 1.38 12.20

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1538814 SIGMON, JAMES S SR SIGMON, NANCY O 220 SKYLAND DR BLOWING ROCK, NC 28605	MV 2011 RTP8800 TAX RELEASES LOST ADJ CODE	26185 12/15/2011 C03	792	450	C03 G01	BLOW ROCK GENCO 1.26 1.41 2.67
1534547 ANGLE, WINDY 830 STONE MOUNTAIN ROAD VILAS, NC 28692	PP 2011 534547999 TAX RELEASES MH TORN DOWN IN JUNE 2010	1815 12/15/2011 F10	793	0	LF GB F10 G01	SWASTE GBOX DGFIRE GENCO 62.00 25.00 .50 3.13 90.63
1638326 LEWIS, SHANA STEELE 332 COUNTRY PLACE DR BOONE, NC 286078749	MV 2010 YZS5975 TAX RELEASES TURN IN TAG	1450638 12/15/2011 F02	794	1,354	G01 F02	G01 F02 4.24 .54 4.78
1725003 LAW, MOLLY PATRICIA 177 CANE RD APT B BOONE, NC 28607-8744	MV 2011 AEW9575 TAX RELEASES AVERY COUNTY	25039 12/15/2011 F02	795	0	F02 G01	BOFIRE GENCO 4.49 35.12 39.61
1598808 NEW RIVER BUILDING SUPPLY PO BOX 2960 BOONE, NC 286072960	MV 2011 CE1508 TAX RELEASES CO2	25539 12/15/2011 F02	796	0	C02 CF2 G01	BOONE BOMVFE GENCO 10.29 5.00 8.70 23.99
1320027 BROWN, JESSE ELY JR 655 CHESTNUT GROVE RD BOONE, NC 28607	MV 2011 WMX5772 TAX RELEASES mileage 181000	23406 12/16/2011 F09	797	1,375	F09 G01	MCFIRE GENCO .41 4.30 4.71
8901127 RICHARDSON, DAVID TAYLOR 287 COPPERHEAD RD VILAS, NC 28692	MV 2011 AEW8648 TAX RELEASES Bill of sale	21654 12/16/2011 F07	798	4,500	F07 G01	CCFTRE GENCO 2.25 14.09 16.34
1610161 DENSHAM, BETHANY ELISE 315 SUNNY KNOLL ACRES DR BOONE, NC 286079452	MV 2011 KYC1824 TAX RELEASES TURN IN TAG	11675 12/16/2011 F02	799	6,410	F02 G01	BOFIRE GENCO 2.56 20.06 22.62
1026913 CHAPPELL, TERRY BOX 252 BANNER ELK, NC 28604-0252	MV 2011 TPC TAX RELEASES ADJ CODE	23637 12/16/2011 F01	800	2,490	F01 G01	FOSFIRE GENCO 1.25 7.79 9.04

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1648849 MCDEAVITT, KAREL LORENE 410 POPLAR DR BEECH MOUNTAIN, NC 286048190	MV 2010 TA60678 TAX RELEASES DOUBLE	1435532	12/16/2011 C05	801	3,875	G01 C05	12.13 24.80 36.93
1529450 WARD, DONNA CAROL WARD, LARRY DOYLE 294 I J BINGHAM PL BOONE, NC 28607	MV 2010 CE1789 TAX RELEASES C02	1426080	12/16/2011 C02	802	0	G01 C02 CF2 BOONFEE	21.57 25.49 5.00 52.06
1529450 WARD, DONNA CAROL WARD, LARRY DOYLE 294 I J BINGHAM PL BOONE, NC 28607	MV 2010 BR76911 TAX RELEASES C02	1424076	12/16/2011 C02	803	0	G01 C02	37.56 44.40
1529450 WARD, DONNA CAROL WARD, LARRY DOYLE 294 I J BINGHAM PL BOONE, NC 28607	MV 2010 AAF1155 TAX RELEASES C02	2737	12/16/2011 C02	804	0	C02 CF2 G01	16.21 5.00 13.71
1529450 WARD, DONNA CAROL WARD, LARRY DOYLE 294 I J BINGHAM PL BOONE, NC 28607	MV 2010 BL2347 TAX RELEASES SOLD CAR	1423343	12/16/2011 F02	805	2,100	G01 F02	34.92 6.57 .84
1530034 ROSS, GAIL T 249 CANTER RD TODD, NC 28684	PP 2011 530034999 TAX RELEASES SOLD MOBILE HOME TO JAMIE CARTER 2010	1759	12/16/2011 F11	806	0	LF GB F11 G01	7.41 62.00 25.00 7.03 31.43 125.46
1557189 LILES, MARTIN KLEE 351 PINNACLE DR BOONE, NC 28607	MV 2010 NSH5583 TAX RELEASES SOLD VEHICLE	1430471	12/16/2011 F02	807	1,222	G01 F02	3.82 .49
1608764 MAIN, ROBERT ANDREW 347 CALEBWAY RD BOONE, NC 286079326	MV 2010 CE2339 TAX RELEASES TURN IN TAG	1426276	12/16/2011 F09	808	1,080	G01 F09	3.38 .32 3.70
1606877 PRUITT, MELISSA ELLISON PRUITT, KEVIN MICHAEL 153 SOUTH RD TODD, NC 286849583	MV 2010 XXE2320 TAX RELEASES SOLD CAR	1445317	12/16/2011 F11	809	4,000	G01 F11	12.52 2.00 14.52

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1623946 KLINEDINST, DANIEL OWEN 219 HICKORY KNL DEEP GAP, NC 286189640	MV 2011 TA76999 TAX RELEASES OVERLAPPING PLATES	5146	12/16/2011 F10	810	0	F10 G01	5.53 34.59 40.12
1623946 KLINEDINST, DANIEL OWEN 219 HICKORY KNL DEEP GAP, NC 286189640	MV 2011 TA76968 TAX RELEASES OVERLAPPING PLATES	5147	12/16/2011 F10	811	0	F10 G01	5.65 35.34 40.99
1515044 POWDER HORN MTN. POA 1568 POWDER HORN RD DEEP GAP, NC 28618	RE 2011 2859-54-5953-000 TAX RELEASES EXCLUDED PROPERTY	32695	12/16/2011 F05	812	0	F05 G01	81.60 510.82 592.42
1515044 POWDER HORN MTN. POA 1568 POWDER HORN RD DEEP GAP, NC 28618	RE 2011 2859-91-1912-000 TAX RELEASES EXCLUDED PROPERTY	32941	12/16/2011 F05	813	0	F05 G01	36.95 231.31 268.26
1536530 WILES, REGGIE L JR WILES, APRIL L 269 DIVIDING RIDGE RD BOONE, NC 28607	MV 2010 BR30627 TAX RELEASES TURN IN TAG	1424050	12/16/2011 F10	814	1,440	G01 F10	4.51 .72 5.23
1620345 CRITCHER BROS PRODUCE INC 7467 OLD US HWY 421 S DEEP GAP, NC 28618	MV 2011 STR9439 TAX RELEASES TAXED AS PUBLIC UTILITIES	23834	12/16/2011 F10	815	0	F10 G01	6.13 38.37 44.50
1722345 PENICK, TREVOR WAYNE 559 FAIRVIEW HTS BOONE, NC 28607-8294	MV 2011 4P6099 TAX RELEASES SOLD CAR	21383	12/16/2011 F02	816	0	F02 G01	1.92 15.02 16.94
1635619 WILLIS, JENNIFER NICOLE WILLIS, WILLIAM EVERETT 268 IVAN TRIVETT RD VILAS, NC 286929372	MV 2010 XYC1247 TAX RELEASES TURN IN TAG	1445462	12/16/2011 F07	817	950	G01 F07	2.97 .48 3.45
1402338 HARDY, MARK L 435 RANSOM ST PO BOX 2004 BLOWING ROCK, NC 28605	MV 2010 AAE9300 TAX RELEASES SOLD VEHICLE	1421189	12/16/2011 C03	818	233	G01 C03	.73 .65 1.38

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1628324 ABDIN, RAMSEY WILLIAM PO BX 1232 BOONE, NC 286071232	MV 2011 WX5117 TAX RELEASES SOLD VEHICLE	18809	12/16/2011 F01	819	3,327	F01 G01	1.66 10.41 12.07
1588986 CHURCH, JUSTIN STEWART 733 BAIRDS CREEK RD VILAS, NC 286929230	MV 2010 4J4189 TAX RELEASES TURN TAG IN	1419873	12/16/2011 F07	820	1,250	G01 F07	3.91 .63 4.54
1593695 CARLOUGH, JAHVIN WOOD 276 JEREMY CT BOONE, NC 28607	MV 2011 VSC7116 TAX RELEASES TURN IN TAG	391	12/16/2011 F02	821	2,418	F02 G01	.97 7.57 8.54
1585378 CASTLE, BRENDA PRESNELL 508 GEORGE WILSON RD BOONE, NC 286078612	MV 2010 ZRX3075 TAX RELEASES TURN IN TAG	391	12/16/2011 F02	822	2,418	F02 G01	.97 7.57 8.54
1593695 CARLOUGH, JAHVIN WOOD 276 JEREMY CT BOONE, NC 28607	MV 2011 VSC7116 TAX RELEASES TURN IN TAG Reversal of release	391	12/16/2011 F02	823	-2,418	F02 G01	.97 -7.57 -8.54
1033141 COLVARD OIL CO INC BOONE OFFICE P O BOX 7 WEST JEFFERSON, NC 286940007	PP 2011 33141999 TAX RELEASES STATE TOOK PROPERTY FOR ROAD	190	12/19/2011 C02	824	15,000	G01 C02 G01L C02L	46.95 55.50 4.70 5.55 112.70
1509971 ELLIS, PEGGY P 122 DOC BYRD RD BANNER ELK, NC 28604	MV 2010 TA38558 TAX RELEASES OVERLAPPING PLATES	1435505	12/19/2011 F01	825	0	G01 F01	20.00 3.20 23.20
1509971 ELLIS, PEGGY P 122 DOC BYRD RD BANNER ELK, NC 28604	MV 2010 ZRX4522 TAX RELEASES MOVED TO TN	1452690	12/19/2011 F01	826	845	G01 F01	2.64 .42 3.06
1319565 BENTLEY, TAMARA L 1148 LITTLE LAUREL RD BOONE, NC 286077482	PP 2011 945681300 TAX RELEASES DOUBLE BILLED	3927	12/19/2011 F02	827	3,370	G01 F02	10.55 1.35 11.90

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE	CHARGE	AMOUNT
1592354 WARREN, PATRICIA EVERETT 871 FOREST GROVE RD. VILAS, NC 28692	PP 2011 319729400 TAX RELEASES DOUBLE BILLED	900	12/22/2011 F04	828	21,600	G01 F04	67.61 10.80 78.41
1722315 FRAZIER, HAROLD NICHOLS III 211 COSGROVE AVE CHAPEL HILL, NC 27514-5270	MV 2011 0763BR TAX RELEASES STOLEN VEH Reversal of release	8006	12/19/2011 C02	829	-1,600	C02 G01	-5.92 -5.01 -10.93
1583310 HOUSTON, BETTINA LYNN 4660 HWY 194 SOUTH BANNER ELK, NC 28604	MV 2011 AEW9528 TAX RELEASES BILL OF SALES	24718	12/19/2011 F07	830	5,430	F07 G01	2.72 17.00 19.72
1722315 FRAZIER, HAROLD NICHOLS III 211 COSGROVE AVE CHAPEL HILL, NC 27514-5270	MV 2011 0763BR TAX RELEASES VEHICLE STOLEN	8006	12/19/2011 C02	831	2,567	C02 G01	9.50 8.03 17.53
1648695 ELLIS, GEORGE FRANCIS PO BOX 1008 BLOWING ROCK, NC 286051008	MV 2011 4J4200 TAX RELEASES VEHICLE SOLD	24052	12/19/2011 C03	832	6,580	C03 G01	18.42 20.60 39.02
1639930 TALLEY, DOUGLAS R 207 ELLIOTT CIR BLOWING ROCK, NC 28605	MV 2011 CHIESI TAX RELEASES SOLD VEHICLE	10228	12/19/2011 C03	833	5,340	C03 G01	14.95 16.71 31.66
1643921 RAMSEY, BARRY WINFIELD 104 LONGVIEW CT SEVEN DEVILS, NC 286048467	MV 2011 NRB3180 TAX RELEASES AVERY COUNTY	21556	12/19/2011 C04	834	0	C04 G01	52.73 32.36 85.09
1580116 EGGERS, JOHN LEE 1078 MOUNTAIN DALE RD VILAS, NC 286929391	MV 2011 NSD4601 TAX RELEASES not c02	24030	12/19/2011 C02	835	0	C02 CF2 G01	4.48 5.00 3.79 13.27
1601336 SMALLING, CURTIS GENE 667 GEORGE MORETZ LN BOONE, NC 286079602	MV 2010 RYL4481 TAX RELEASES SOLD CAR	1434049	12/19/2011 F02	836	1,800	G01 F02	5.63 .72 6.35

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1631624 BRAUN, PHILLIP J 150 WAPPOO CREEK DRIVE #3 CHARLESTON, SC 29412	MV 2011 VNK3954 TAX RELEASES MOVED TO SC MILITARY	11151	12/20/2011 F02	837	0	F02 G01	2.78 21.75 24.53
1643407 PRESSLY, JENNIFER NEAL PRESSLY, JAMES PATTERSON III 497 WINDRIDGE DR SUGAR GROVE, NC 286799258	MV 2011 YZS5408 TAX RELEASES SOLD VEHICLE	25834	12/20/2011 F07	838	5,640	F07 G01	2.82 17.65 20.47
1502724 TESTER, WILLIAM DWAYNE 346 PROFFIT RD BOONE, NC 28607	MV 2010 4558SM TAX RELEASES DOUBLE BILLED	2578	12/20/2011 F09	839	7,910	F09 G01	2.37 24.76 27.13
1580298 MAYBEE, FREDRICK MICHAEL PO BOX 1650 BLOWING ROCK, NC 286051650	MV 2011 PPF6626 TAX RELEASES SOLD VEHICLE	25240	12/20/2011 C03	840	4,133	C03 G01	11.57 12.94 24.51
1586919 MCCUBBINS, PAUL S MCCUBBINS, CAROL A P O BOX 868 BLOWING ROCK, NC 28605	MV 2011 PVX9523 TAX RELEASES SOLD VEHICLE	1830	12/20/2011 C03	841	5,808	C03 G01	16.26 18.18 34.44
1315415 CARLSON, JUDITH B DR 125 LAUREL HILL DR BOONE, NC 28607	MV 2010 AAE9733 TAX RELEASES SOLD VEHICLE	1421410	12/20/2011 F12	842	5,395	G01 F12	16.89 2.70 19.59
1551792 ANDERSON, JOHNNY HOWARD 386 DEEP GAP DR DEEP GAP, NC 28618	MV 2011 ZWF7276 TAX RELEASES SOLD VEHICLE	23067	12/20/2011 F10	843	1,726	F10 G01	.86 5.40 6.26
1639192 HOWELL, TAMARA DAWN 11904 US HIGHWAY 421 N ZIONVILLE, NC 286989032	MV 2010 YSD4878 TAX RELEASES SOLD VEHICLE	1447926	12/20/2011 F02	844	0	G01 F02	.94 .12 1.06
1604346 WARD, CHRISTI ELDTREH 224 SMITH HENSON RD SUGAR GROVE, NC 286799448	MV 2010 YTB8638 TAX RELEASES VEHICLE SOLD	2734	12/20/2011 F10	845	458	F10 G01	.23 1.43 1.66

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1593271 WHITE, RUSSELL TYRONE 5472 BAMBOO RD P O BOX 2173 BOONE, NC 28607	MV 2010 RTR2985 TAX RELEASES SOLD VEHICLE	1432736	12/20/2011 C02	846	1,313	G01 C02	4.11 4.86 8.97
1558484 HAMBY, RONNIE GREGG 240 WILBURN ROMINGER RD VILAS, NC 28692915	MV 2011 BM92767 TAX RELEASES BILL OF SALE	12199	12/20/2011 F04	847	3,070	F04 G01	1.54 9.61 11.15
1635754 A AND S PLUMBING LLC PO BOX 86 SUGAR GROVE, NC 286790086	MV 2011 CE2138 TAX RELEASES SOLD VEHICLE	23004	12/20/2011 F07	848	7,420	F07 G01	3.71 23.22 26.93
1639981 BERNTSEN, LAUREL ANN 135 WINTERGREEN WAY RD BEECH MOUNTAIN, NC 286048249	MV 2010 AAF2648 TAX RELEASES MOVED TO FL	1421479	12/21/2011 C05	849	5,826	G01 C05	18.24 37.29 55.53
1645562 GUY, DAVID LOWELL JR 461 DON HAYES RD BOONE, NC 286078140	MV 2011 RNB4131 TAX RELEASES SOLD VEHICLE	24419	12/21/2011 F10	850	21,900	F10 G01	10.95 68.55 79.50
1725108 SINNETT, WILLIAM GEORGE 4949 SIGNATURE DR APT 304 MYRTLE BEACH, SC 29579-0990	MV 2011 SZK3150 TAX RELEASES ASHE COUNTY	26210	12/21/2011 F11	851	0	F11 G01	4.77 21.35 26.12
1561111 MOORE, THOMAS DAVID 230 BOULDER GARDEN ROAD BANNER ELK, NC 28604	MV 2010 AV65271 TAX RELEASES SOLD VEHICLE	1422189	12/21/2011 F01	852	1,948	G01 F01	6.10 .97 7.07
1526730 AHRENBERG, JUDY WINEBARGER 579 BOB CAMPBELL RD VILAS, NC 28692	MV 2011 WWX6144 TAX RELEASES SOLD/PLATE TURNED IN	23025	12/21/2011 F04	853	13,583	F04 G01	6.79 42.51 49.30
11197 TOWN OF BLOWING ROCK 1036 MAIN ST BLOWING ROCK, NC 28605	MV 2011 34204T TAX RELEASES EXEMPT	14283	12/21/2011 F12	854	0	F12 G01	8.85 55.37 64.22

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1598808 NEW RIVER BUILDING SUPPLY PO BOX 2960 BOONE, NC 286072960	MV 2011 ZWF9072 TAX RELEASES INCORRECT FIRE DISTRICT	30388	12/22/2011 C02	855	0	C02 CF2 G01	53.02 5.00 44.85 ----- 102.87
1728251 PERRY, EVANELL MCKINNEY PERRY, JOE HOWARD PO BOX 152 BANNER ELK, NC 28604-0152	MV 2011 ZWF8705 TAX RELEASES AVERY COUNTY	30552	12/22/2011 C05	856	0	C05 G01	97.60 47.73 ----- 145.33
1728344 TOWN OF BEECH MOUNTAIN 403 BEECH MOUNTAIN PKWY BEECH MOUNTAIN, NC 28604-8012	MV 2011 38970T TAX RELEASES EXEMPT	31227	12/22/2011 C05	857	0	C05 G01	245.25 119.94 ----- 365.19
1728344 TOWN OF BEECH MOUNTAIN 403 BEECH MOUNTAIN PKWY BEECH MOUNTAIN, NC 28604-8012	MV 2011 38969T TAX RELEASES EXEMPT	31228	12/22/2011 C05	858	0	C05 G01	146.82 71.80 ----- 218.62
1557010 CARROLL LEATHER, INC PO BOX 1549 BOONE, NC 286071549	MV 2011 BL1840 TAX RELEASES LOST ADJ CODE	23577	12/22/2011 F02	859	7,500	F02 G01	3.00 23.48 ----- 26.48
1639566 GREER, ROBERT TAYLOR 137 NESTLE RD BOONE, NC 286079418	MV 2010 YTB8395 TAX RELEASES SOLD PLATE TURNED IN	1448262	12/22/2011 F02	860	1,217	G01 F02	3.81 .49 ----- 4.30
1585658 SINANIAN, STEPHEN LORIS 170 EDGEWOOD DR BOONE, NC 28607	MV 2010 SYC9368 TAX RELEASES SOLD VEHICLE	2419	12/22/2011 F02	861	1,470	F02 G01	.59 4.60 ----- 5.19
1578857 MANTOOTH, CHARLES FRANKLIN JR 159 DEER RUN BOONE, NC 28607	MV 2011 ZWF7819 TAX RELEASES SOLD VEHICLE	20859	12/22/2011 F02	862	28,350	F02 G01	11.34 88.74 ----- 100.08
1544918 YATES, DOROTHY C 1293 DECK HILL RD BOONE, NC 28607	MV 2011 XWC4098 TAX RELEASES INCORRECT SITUS	31609	12/22/2011 C02	863	0	C02 CF2 G01	61.53 5.00 52.05 ----- 118.58

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE	CHARGE	AMOUNT
1728309 SORROW, ERIC STEPHEN 381 DOGWOOD RD BANNER ELK, NC 28604-9234	MV 2011 BY80434 TAX RELEASES AVERY COUNTY	31028	12/22/2011 F01	864	0	F01 G01	15 .94 1.09
1648359 NARDI, DEBORAH DIBIASE NARDI, BRANDON JOSEPH PO BX 193 SUGAR GROVE, NC 286790193	MV 2011 AEX1108 TAX RELEASES SOLD VEHICLE	30374	12/22/2011 F07	865	0	F07 G01	.60 3.72 4.32
1115310 MORETZ, JOHNNY Y AND HELEN B 3077 ROBY GREENE RD BOONE, NC 28607-9157	PP 2011 28 TAX RELEASES DOUBLE BILLED FOR FARM EQUIP	12	12/22/2011 F09	866	6,300	F09 G01	1.89 19.72 21.61
1623002 AIR WALK INC PO BOX 1116 BOONE, NC 286071116	MV 2011 ZWF8178 TAX RELEASES BILL OF SALE ADJ FROM 168750	23029	12/22/2011 F10	867	18,750	F10 G01	9.38 58.69 68.07
1623002 AIR WALK INC PO BOX 1116 BOONE, NC 286071116	MV 2011 ZWF8178 TAX RELEASES BILL OF SALE ADJ FROM 168750 Reversal of release	23029	12/22/2011 F10	868	-18,750	F10 G01	-9.38 -58.69 -68.07
1623002 AIR WALK INC PO BOX 1116 BOONE, NC 286071116	MV 2011 ZWF8178 TAX RELEASES BILL OF SALE	23029	12/22/2011 F10	869	81,250	F10 G01	40.63 254.31 294.94
1577039 MCNULTY, SUSAN WALDROP PO BOX 1285 BOONE, NC 286071285	MV 2010 XPS6886 TAX RELEASES MVOED TO AL	1443283	12/23/2011 F10	870	13,933	G01 F10	43.61 6.97 50.58
1577039 MCNULTY, SUSAN WALDROP PO BOX 1285 BOONE, NC 286071285	MV 2010 XPS6886 TAX RELEASES MVOED TO AL Reversal of release	1443283	12/23/2011 F10	871	-13,933	G01 F10	-43.61 -6.97 -50.58
1643683 BAKER, SUZANNE WILLIS 142 WATSON ST BOONE, NC 286079117	MV 2011 SUZANNEW TAX RELEASES INCORRECT FIRE DIST	28114	12/23/2011 C02	872	0	C02 CF2 G01	40.11 5.00 33.99 79.00

12/30/2011 20:00 WATAUGA COUNTY RELEASES - 12/01/2011 TO 12/31/2011
Kelvin.Byrd

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL EFF DATE JUR	REF NO	VALUE	CHARGE	AMOUNT
1523157 CZERMAK, CHARLES LOUIS JR 2008 VALLE CAY DR VILAS, NC 28692-8422	MV 2011 1907BP TAX RELEASES OVERLAPPING PLATES	23865 12/23/2011 F07	873	21,793	F07 G01	10.90 68.21 79.11
1638117 RASH, DAVID RANDALL RASH, VALERIE 429 HARLEY PERRY RD ZIONVILLE, NC 28698	MV 2011 ZWF7448 TAX RELEASES ADJUSTED DUE TO BILL OF SALE	21567 12/23/2011 F06	874	5,970	F06 G01	2.99 18.69 21.68
1724029 BOONE, RICHARD E. PO BOX 732 LINVILLE, NC 28646	MV 2011 AAD2036 TAX RELEASES OVERLAPPING PLATES	11123 12/23/2011 F08	875	4,512	F08 G01	2.26 14.12 16.38
1724029 BOONE, RICHARD E. PO BOX 732 LINVILLE, NC 28646	MV 2011 AAD2036 TAX RELEASES OVERLAPPING PLATES Reversal of release	11123 12/23/2011 F08	876	-4,512	F08 G01	-2.26 -14.12 -16.38
1577413 FANKHAUSER, GABE NEYHOUSE, TERESA J 310 WOODLAND DR BOONE, NC 28607	MV 2011 YZS5931 TAX RELEASES ADJ PER BILL OF SALE	29099 12/23/2011 C02	877	5,786	C02 G01	21.41 18.11 39.52
1577413 FANKHAUSER, GABE NEYHOUSE, TERESA J 310 WOODLAND DR BOONE, NC 28607	MV 2011 AEW8814 TAX RELEASES ADJ VALUE PER BILL OF SALE ALSO SOLD VEHICLE PLATE TURNED IN	19797 12/23/2011 C02	878	4,947	C02 G01	18.30 15.48 33.78
1608899 THOMPSON, TERRY FRANKLIN 5714 OLD HWY 421 SOUTH DEEP GAP, NC 28618	MV 2010 WVP1385 TAX RELEASES SOLD VEHICLE	1440382 12/23/2011 F10	879	3,435	G01 F10	10.75 1.72 12.47
1569623 GONZALEZ, JESUS ESPINOZA 209 EUREKA HILLS CIR BOONE, NC 28607	MV 2011 AEW8873 TAX RELEASES SOLD VEHICLE	19967 12/23/2011 F02	880	2,767	F02 G01	1.11 8.66 9.77
1559240 HERMAN, MARTIN DAVID 3691 US HIGHWAY 421 N VILAS, NC 286928323	MV 2011 RYK8477 TAX RELEASES SOLD/PLATE TURNED IN	20279 12/28/2011 F07	881	3,109	F07 G01	1.57 9.72 11.29

014712 BOC Meeting

12/30/2011 20:00 WATAUGA COUNTY RELEASES - 12/01/2011 TO 12/31/2011
Kelvin.Byrd

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL EFF DATE JUR	REF NO	VALUE	CHARGE	AMOUNT
1640187 RUSSO, MARIE INDIVIGLIO PO BOX 1251 BLOWING ROCK, NC 28605-1251	MV 2011 ZWF7242 TAX RELEASES sold car	26066 12/28/2011 C03	882	11,666	C03 G01	32.66 36.51 69.17
1166990 VANNOY, MARY LOUISE 6014 CASTLE FORD RD TODD, NC 28684-9727	RE 2011 2942-19-1753-000 TAX RELEASES FAILED TO RECEIVE OA EXEMPTION	46448 12/28/2011 F11	883	55,900	F11 G01	39.13 174.97 214.10
1179712 WILSON, JOE 1538 BEAVER DAM RD VILAS, NC 28692-9521	PP 2011 27 TAX RELEASES DOUBLE BILLED	11 12/28/2011 F04	884	500	F04 G01	.25 1.57 1.82
1628699 SCHAFFER, ROBERT ALAN 130 CORNERSTONE LN DEEP GAP, NC 286189740	MV 2011 WVX5184 TAX RELEASES ADJ FOR MISSED CODE	26101 12/28/2011 F10	885	870	F10 G01	.44 2.72 3.16
1299585 GREENE, DALLAS AND NELLIE 112 PAUL CRITCHER DR BOONE, NC 28607-7932	MV 2011 BB23744 TAX RELEASES ADJ DUE TO BILL OF SALE	29327 12/29/2011 F02	886	2,250	F02 G01	.90 7.04 7.94
1611221 MASCIA, VINCENT JOSEPH 6464 SE SPY GLASS LANE STUART, FL 34997	MV 2011 VF92 TAX RELEASES TURN IN TAG	20890 12/29/2011 C04	887	9,583	C04 G01	48.87 29.99 78.86
1518581 WARD, JOHNNY JEROME 787 LAWRENCE GREENE RD DEEP GAP, NC 28618	MV 2011 DR2425 TAX RELEASES ADJ DUE TO LAST YEARS VALUE	26664 12/29/2011 F10	888	1,000	F10 G01	.50 3.13 3.63
1385798 GREER, NELSON & DIANA 200 SPIRIT LANE BOONE, NC 286079374	PP 2011 139952200 TAX RELEASES DOUBLE BILLED UNDER GREER, NELSON	446 12/29/2011 F09	889	0	F09 G01	.54 5.63 6.17
1061324 GREENE, CREED AND HOLLIE 1560 STONEY FORK RD DEEP GAP, NC 28618-9483	RE 2011 2960-52-5316-000 TAX RELEASES SHOULD NOT HAVE BEEN BILLED SWF SHACKHOUSE	47437 12/29/2011 F10	890	0	CB SWF	25.00 62.00 87.00

12/30/2011 20:00 WATAUGA COUNTY
Kelvin.Byrd RELEASES - 12/01/2011 TO 12/31/2011

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE	CHARGE	AMOUNT
1639235 MCCOY, RALPH CARLISLE 128 E PINECREST CT BOONE, NC 286079192	MV 2011 4D4158 TAX RELEASES TURN IN TAG	30150	12/29/2011 F10	891	3,170	F10 G01	1.59 9.92 11.51
1028877 TURNER, CAROL CLARK 4181 US HWY 421 N VILAS, NC 28692-9482	RE 2011 1991-15-4371-000 TAX RELEASES DID NOT RECEIVE PUV	20441	12/29/2011 F07	892	417,800	F07 G01	208.90 1,307.71 1,516.61
1649119 CATOE, PETER TERRY 267 SORRENTO KNOLLS DR BLOWING ROCK, NC 286059471	MV 2011 ZYJ7024 TAX RELEASES SOLD CAR	28490	12/29/2011 F02	893	6,315	F02 G01	2.53 19.77 22.30
1597574 NORRIS, BRAZILLA DUCKWORTH 306 PONDEROSA LN BOONE, NC 286079081	MV 2010 VYX3765 TAX RELEASES SOLD CAR	1439026	12/29/2011 F09	894	3,010	G01 F09	9.42 .90 10.32
1722382 WATSON, RAYMOND JOSEPH WATSON, DEANDREE MARIA 121 BECK CT BOONE, NC 28607-8512	MV 2011 AR1552 TAX RELEASES DOUBLE BILL	14583	12/29/2011 F02	895	0	F02 G01	2.49 19.50 21.99
1508706 BANKS, JOHN 235 FAIRWAY DR ORMOND BEACH, FL 32176-5423	RE 2011 1940-65-1109-000 TAX RELEASES HOUSE ON WRONG PARCEL	8062	12/30/2011 C05	896	266,000	G01 SWF	832.58 62.00 894.58
1059625 GRAGG, PAUL C AND BILLIE P O BOX 1040 BOONE, NC 28607-1040	RE 2011 2901-21-1502-000 TAX RELEASES DOUBLE BILLED	34901	12/30/2011 F02	897	137,700	F02 G01 GB SWF	55.08 431.00 25.00 62.00 573.08
1075696 HENSON, HAROLD 1374 POPLAR GROVE RD BOONE, NC 28607-8873	RE 2011 2900-24-2958-000 TAX RELEASES OBY'S TORN DOWN	33469	12/30/2011 C02	898	20,000	C02 G01	74.00 62.60 136.60
1640925 MILLER, WADE LIFE ESTATE MILLER, CHARLOTTE LIFE ESTATE 1175 HOWARDS CREEK RD BOONE, NC 28607	PP 2011 119601500 TAX RELEASES DOUBLE BILLED FOR FARM EQUIP	402	12/30/2011 F09	899	2,700	F09 G01	81.15 8.45 9.26

011715 BCC Meeting

12/30/2011 20:00 | WATAUGA COUNTY | 12/01/2011 TO 12/31/2011
Kelvin.Byrd | RELEASES -

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE	CHARGE	AMOUNT
1552622 BECK, JANET KEMPER PO BOX 734 VALLE CRUCIS, NC 286910734	MV 2011 OUTBECK TAX RELEASES TURN IN TAG	19017	12/30/2011 F01	900	3,440	F01 G01	1.72 10.77 12.49
1647902 LITTON, CURT ANDREW 158 JESSE BROWN RD BOONE, NC 286078852	MV 2011 DB1406 TAX RELEASES SOLD/PLATE TURNED IN	12889	12/30/2011 F09	901	2,182	F09 G01	.65 6.83 7.48
1635587 WALKER, ERIC WILLIS 2173 MEAT CAMP RD BOONE, NC 286077265	MV 2011 XYC2552 TAX RELEASES TURN IN TAG	10549	12/30/2011 F09	902	2,266	F09 G01	.68 7.09 7.77
1645099 BROWN, JONATHAN MATTHEW US NAVAL ACADEMY PO BOX 11542 ANNAPOLIS, MD 214121542	MV 2011 XZN8431 TAX RELEASES SOLD VEHICLE	11185	12/30/2011 F11	903	4,349	F11 G01	2.17 13.61 15.78
		RELEASES - TOTAL			4,782,231		22,623.33

DETAIL SUMMARY
COUNT: 253

12/30/2011 20:00
Kelvin.Byrd

WATAUGA COUNTY
RELEASES - 12/01/2011 TO 12/31/2011

RELEASES - CHARGE SUMMARY

YEAR	CAT	CHARGE	AMOUNT	
2006	RE	F02	BOONE FIRE RE	.46
2006	RE	G01	WATAUGA COUNTY RE	7.20
2006 TOTAL			7.66	
2007	RE	F02	BOONE FIRE RE	56.20
2007	RE	G01	WATAUGA COUNTY RE	879.53
2007	RE	GB	GREEN BOX RE	50.00
2007	RE	LF	SOLID WASTE RE	120.00
2007 TOTAL			1,105.73	
2008	RE	F02	BOONE FIRE RE	112.40
2008	RE	G01	WATAUGA COUNTY RE	879.53
2008	RE	GB	GREEN BOX RE	50.00
2008	RE	LF	SOLID WASTE RE	124.00
2008 TOTAL			1,165.93	
2009	RE	F02	BOONE FIRE RE	112.40
2009	RE	G01	WATAUGA COUNTY RE	879.53
2009	RE	GB	GREEN BOX RE	50.00
2009	RE	LF	SOLID WASTE RE	124.00
2009 TOTAL			1,165.93	
2010	RE	F02	BOONE FIRE RE	112.40
2010	RE	G01	WATAUGA COUNTY RE	879.53
2010	RE	GB	GREEN BOX RE	50.00
2010	RE	LF	SOLID WASTE RE	124.00
2010	MV	C02	BOONE MV	220.04
2010	MV	C03	BLOWING ROCK MV	.65
2010	MV	C05	BEECH MOUNTAIN MV	62.09
2010	MV	CF2	BOONE MV FEE	15.00
2010	MV	F01	FOSCOE FIRE MV	4.59
2010	MV	F02	BOONE FIRE MV	16.52
2010	MV	F04	BEAVER DAM FIRE MV	15
2010	MV	F06	ZIONVILLE FIRE MV	3.85
2010	MV	F07	COVE CREEK FIRE MV	7.03
2010	MV	F08	SHAWNEEHAW FIRE MV	1.75
2010	MV	F09	MEAT CAMP FIRE MV	3.59
2010	MV	F10	DEEP GAP FIRE MV	2.67
2010	MV	F11	TODD FIRE MV	2.00
2010	MV	F12	BLOWING ROCK FIRE MV	6.09
2010	MV	G01	WATAUGA COUNTY MV	560.06
2010 TOTAL			2,072.01	
2011	RE	C02	BOONE RE	74.00
2011	RE	F02	BOONE FIRE RE	182.48
2011	RE	E05	STEWART SIMMONS FIRE RE	118.55
2011	RE	F07	COVE CREEK FIRE RE	246.50
2011	RE	F11	TODD FIRE RE	39.13
2011	RE	G01	WATAUGA COUNTY RE	4,783.27
2011	RE	GB	GREEN BOX RE	275.00

806.00

2011 RE SWF SOLID WASTE FEE

12/30/2011 20:00
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WATAUGA COUNTY
RELEASES - 12/01/2011 TO 12/31/2011

RELEASES - CHARGE SUMMARY

YEAR	CAT	CHARGE	AMOUNT
2011	PP	BOONE PP	135.57
2011	PP	BOONE LATE LIST	13.56
2011	PP	BOONE FIRE PP	1.35
2011	PP	BEAVER DAM FIRE PP	11.05
2011	PP	COVE CREEK FIRE PP	2.51
2011	PP	MEAT CAMP FIRE PP	8.66
2011	PP	DEEP GAP FIRE PP	1.00
2011	PP	TODD FIRE PP	7.03
2011	PP	BLOWING ROCK FIRE PP	3.28
2011	PP	WATAUGA COUNTY PP	5,647.63
2011	PP	WATAUGA COUNTY LATE LIST	11.47
2011	PP	GREEN BOX PP	75.00
2011	PP	SOLID WASTE PP	186.00
2011	PP	BOONE MV	481.04
2011	MV	BLOWING ROCK MV	95.12
2011	MV	SEVEN DEVILS MV	101.60
2011	MV	BEECH MOUNTAIN MV	555.59
2011	MV	BOONE MV FEE	55.00
2011	MV	FOSCOE FIRE MV	14.42
2011	MV	BOONE FIRE MV	70.76
2011	MV	BEAVER DAM FIRE MV	10.72
2011	MV	ZIONVILLE FIRE MV	29.06
2011	MV	COVE CREEK FIRE MV	38.93
2011	MV	SHAWNEEHAW FIRE MV	18.56
2011	MV	MEAT CAMP FIRE MV	3.53
2011	MV	DEEP GAP FIRE MV	96.79
2011	MV	TODD FIRE MV	8.14
2011	MV	BLOWING ROCK FIRE MV	10.52
2011	MV	FOSCOE SERV DIST MV	5.06
2011	MV	WATAUGA COUNTY MV	2,882.19
2011 TOTAL			17,106.07
SUMMARY TOTAL			22,623.33

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WATAUGA COUNTY
RELEASES - 12/01/2011 TO 12/31/2011

RELEASES - JURISDICTION SUMMARY

JUR	YEAR	CHARGE	AMOUNT
C02	2010	C02	220.04
C02	2010	CF2	15.00
C02	2010	G01	186.15
C02	2011	C02	625.82
C02	2011	C02L	13.56
C02	2011	CF2	45.00
C02	2011	G01	529.40
C02	2011	G01L	11.47
C02	2011	SWF	62.00
		C02 TOTAL	1,708.44
C03	2010	C03	.65
C03	2010	G01	.73
C03	2011	C03	95.12
C03	2011	G01	106.35
		C03 TOTAL	202.85
C04	2011	C04	101.60
C04	2011	G01	62.35
		C04 TOTAL	163.95
C05	2010	C05	62.09
C05	2010	G01	30.37
C05	2011	C05	555.59
C05	2011	G01	1,104.28
C05	2011	SWF	62.00
		C05 TOTAL	1,814.33
F01	2010	F01	4.59
F01	2010	G01	28.74
F01	2011	F01	14.42
F01	2011	G01	90.25
		F01 TOTAL	138.00
F02	2006	F02	.46
F02	2006	G01	7.20
F02	2007	F02	56.20
F02	2007	G01	879.53
F02	2007	GB	50.00
F02	2007	LF	120.00
F02	2008	F02	112.40
F02	2008	G01	879.53
F02	2008	GB	50.00
F02	2008	LF	124.00
F02	2009	F02	112.40
F02	2009	G01	879.53
F02	2009	GB	50.00
F02	2009	LF	124.00
F02	2010	F02	128.92
F02	2010	G01	1,008.77

50.00

GREEN BOX RE

F02 2010 GB

12/30/2011 20:00
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WATAUGA COUNTY
RELEASES - 12/01/2011 TO 12/31/2011

RELEASES - JURISDICTION SUMMARY

JUR	YEAR	CHARGE	AMOUNT
F02	2010	LF	124.00
F02	2011	C02	64.79
F02	2011	CF2	10.00
F02	2011	F02	254.59
F02	2011	G01	2,047.02
F02	2011	GB	125.00
F02	2011	SWF	310.00
		F02 TOTAL	7,568.34
F04	2010	F04	.15
F04	2010	G01	.94
F04	2011	F04	21.77
F04	2011	G01	136.28
		F04 TOTAL	159.14
F05	2011	F05	118.55
F05	2011	G01	742.13
		F05 TOTAL	860.68
F06	2010	F06	3.85
F06	2010	G01	24.13
F06	2011	F06	29.06
F06	2011	G01	181.77
		F06 TOTAL	238.81
F07	2010	F07	7.03
F07	2010	G01	43.93
F07	2011	F07	287.94
F07	2011	G01	1,802.25
		F07 TOTAL	2,141.15
F08	2010	F08	1.75
F08	2010	G01	10.92
F08	2011	F08	18.56
F08	2011	G01	116.08
		F08 TOTAL	147.31
F09	2010	F09	3.59
F09	2010	G01	37.56
F09	2011	F09	12.19
F09	2011	G01	127.14
F09	2011	GB	50.00
F09	2011	SWF	124.00
		F09 TOTAL	354.48
F10	2010	F10	2.67
F10	2010	G01	16.69
F10	2011	F10	97.79

611.96

WATAUGA COUNTY PP

F10 2011 G01

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WATAUGA COUNTY
RELEASES - 12/01/2011 TO 12/31/2011

RELEASES - JURISDICTION SUMMARY

JUR YEAR CHARGE AMOUNT

F10 2011 GB GREEN BOX PP 100.00
 F10 2011 LF SOLID WASTE PP 124.00
 F10 2011 SWF SOLID WASTE FEE 124.00

F10 TOTAL 1,077.11

F11 2010 F11 TODD FIRE MV 2.00
 F11 2010 G01 WATAUGA COUNTY MV 12.52
 F11 2011 F11 TODD FIRE MV 54.30
 F11 2011 G01 WATAUGA COUNTY MV 248.85
 F11 2011 GB GREEN BOX PP 25.00
 F11 2011 LF SOLID WASTE PP 62.00

F11 TOTAL 404.67

F12 2010 F12 BLOWING ROCK FIRE MV 6.09
 F12 2010 G01 WATAUGA COUNTY MV 38.14
 F12 2011 F12 BLOWING ROCK FIRE PP 13.80
 F12 2011 G01 WATAUGA COUNTY PP 86.30
 F12 2011 GB GREEN BOX RE 50.00
 F12 2011 SWF SOLID WASTE FEE 124.00

F12 TOTAL 318.33

FS1 2011 FS1 FOSCOE SERV DIST MV 5.06
 FS1 2011 G01 WATAUGA COUNTY MV 31.64

FS1 TOTAL 36.70

MS1 2011 G01 WATAUGA COUNTY PP 5,289.04

MS1 TOTAL 5,289.04

SUMMARY TOTAL 22,623.33

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AGENDA ITEM 13:

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., 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: January 17, 2012

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>
103586-384000	Donations – POA		\$1,500
105550-429200	Program Supplies	\$1,500	

Per Board approval 7-12-11 of grant application, to recognize grant award from Exxon Mobile Volunteer Foundation. No match is required.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
143531-323000	Admin Cost Reimb from State		\$139,621
145480-438800	Crisis Intervention Payments	\$139,621	

To recognize additional state DSS allocation for crisis intervention payments to clients. No County funds are required in this program.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103839-384000	Donations		\$7,500
104330-454000	Capital Outlay - Vehicles	\$7,500	

To recognize acceptance of mass casualty trailer as part of a regional grant program from Homeland Security.

AGENDA ITEM 13:

FINANCE MATTERS

B. Records Retention Request

MANAGER'S COMMENTS:

Ms. Margaret Pierce, Finance Director, will provide a revised electronic scanning policy to allow for additional departments to use the policy. The revised copy has already been sent to the NC Department of Cultural Resources for their approval. In addition, changes have been made to the records retention and disposition schedules related to County government requiring the approval of the most recent schedules.

Staff recommends the Board approve the expanded electronic policy and the new records retention and disposition schedules.

Board action is required.



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: Document Scanning Policy and Retention Schedules
DATE: January 10, 2012

Attached please find a revised document scanning policy. Staff would like expand the scope for all County departments to be able to scan documents electronically for retention; therefore the request is for the Board to authorize all County departments to be eligible to utilize electronic retention. A draft of the proposed policy for acceptable records retention per General Statute requirements has been sent to the NC Department of Cultural Resources.

With the implementation of Northwoods and the continued use of Tyler document management systems, the Department of Social Services and the Finance Department requests approval to apply to the NC Department of Cultural Resources for electronic retention of the attached list of documents.

The NC Department of Cultural Resources publishes records retention and disposition schedules for all areas of public government in NC. For the County departments to follow these schedules, approval of the most current schedules is required by the County Commissioners.

Board approval is requested for the revised policy, the listed retention changes, and the updated retention schedules.

WATAUGA COUNTY ELECTRONIC RECORDS SYSTEM POLICY

PURPOSE:

Records are considered to be the property of Watauga County and maintained for the benefit of agency use in delivering services and in documenting agency operations. In keeping with current trends, modern electronic technology is widely used. This electronic imaging record policy reflects guidelines set forth in the North Carolina Department of Cultural Resources publication, *North Carolina Guidelines for Managing Public Records Produced by Information Technology Systems*. Established guidelines will not only increase the reliability and accuracy of records stored in information technology systems, but also ensures they remain accessible. Established guidelines for reproduced records will likewise enhance their admissibility and acceptance by the judicial system as being trustworthy. Privileged or confidential information will also be protected by this policy. This policy will be re-evaluated at least every five years and updated as required.

DESTRUCTION OF RECORDS:

Individual departments will seek the approval of the North Carolina Department of Cultural Resources for the destruction of any paper records that have been scanned in accordance with this policy. That approval will be requested and recorded on the "Request for Disposal of Original Records Duplicated by Electronic Means" form. Individual Departments will submit a new form each time they scan a new records series. Destruction of the original paper record will be conducted only after imaging and quality control assurance procedures have been completed, all necessary corrections have been made, all auditing procedures have been conducted, and the destruction is approved by the Department Head.

The paper originals of records series scheduled as "permanent" in the *Records Retention and Disposal Schedule County Management* issued by the NC Department of Cultural Resources, division of Historical Records, Archives and Records Section, Government Records Branch will not be destroyed unless a microfilm preservation duplicate is created prior to destruction.

Optical disks containing scanned records will be maintained for the specified retention periods according to the *Records Retention and Disposal Schedule County Management* published by the North Carolina Division of Historical Resources. The original paper record will be shredded on premises by Department staff or by other authorized personnel. Security backups of all imaged documents will be generated nightly and maintained off-site by the Information Technology Department. One set of optical disks will be considered the official agency record and will be maintained by the Information Technology Department. Any hard copy generated from the official record will be considered a reference or working copy.

TRAINING:

The key imaging operators have received formal training in the use of the equipment. All applicable staff will be trained in the correct procedures required for imaging and the reproducing of records. All applicable staff will be trained in the correct procedures for viewing imaged documents and for reproducing of any imaged document.

AUDITS:

Watauga County staff will periodically audit imaged records for accuracy, readability, and reproduction capabilities. Original paper records will not be destroyed until staff has audited a sampling of those records for system's accuracy. This audit is an internal process and does not involve the external auditors.

AUDIT TRAILS:

Documentation of all imaging activities is maintained through audit trails built into the imaging system to protect the agency from potential fraud or any other unauthorized acts, as well as the authenticity of the records.

Audit trails include:

Applications: Create/Delete/Modify

Index: Create, Delete, Modify

Pages: Add, Delete, View/Print/Export/Mail

Batches: Create, Delete, Batch import/scan, Batch Index

Batch Page: Add, Delete, Attach to a document

Query: Execute

User: Login/Logout

Group: Create/Delete/Modify

DOCUMENTATION:Procedures:

Departments will be responsible for the preparing and updating of detailed procedures that will describe the process followed to produce and reproduce an automated record. This documentation will include a description of the system hardware and software. A current procedural manual will be maintained to assure the most current steps are followed and to assure reliable system documentation will be available for judicial or similar proceedings.

Training:

Documentation will be maintained for the distribution of written procedures, attendance of individuals at training sessions and refresher training programs and other relevant information, including dates.

Retention:

One set of all system documentation, including documentation describing how the system operates from a functional user and data processing point of view, will be maintained permanently in the event a court review is necessary. When system documentation changes, old versions will be maintained for 3 years after discontinuance of system and after all data (records) created by the system has been destroyed or transferred to a new operating environment.

AVAILABILITY OF SYSTEM FOR OUTSIDE INSPECTION:

This agency recognizes the fact that the judicial system may request pretrial discovery of computer programs and related materials. Agency personnel will honor requests for outside inspection of the system and testing of data by opposing parties and the court. It will also honor inspection and copy requests pursuant to Chapter 132 of the North Carolina General Statutes.

**North Carolina Department of Cultural Resources
Division of Historical Resources
Government Records Branch**

011712 BCC Meeting

REQUEST FOR DISPOSAL OF ORIGINAL RECORDS DUPLICATED BY ELECTRONIC MEANS

TO Assistant Records Administrator
N.C. Division of Historical Resources
Government Records Branch
4615 Mail Service Center
Raleigh, NC 27699-4615

FROM Name Margaret Pierce, Finance Director
Department/Agency Watauga County Finance Department
Division _____
Section _____
Branch _____
Phone number (828) 265-8007

Use this form to request an amendment to your programs schedule from the Department of Cultural Resources to dispose of paper records you have scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to computer or digital environments. This form does not apply to records which have been microfilmed or photocopied. In addition, this form does not apply to records with a permanent retention or that are to be transferred to the State Archives. Records with a permanent retention or which will come to the State Archives must have a paper or microfilm copy. A completed copy of the "[Electronic Records Production Control Self-Warranty](#)" form **must** be attached. It can be found in the [North Carolina Guidelines for Managing Public Records Produced by Information Technology Systems](#).

RECORDS TITLE	DESCRIPTION	INCLUSIVE DATES	QUANTITY	MICROFILMED? (YES OR NO)	RETENTION PERIOD
Accounts Receivable	Records concerning receivables owed and collected.	July 1, 2011 To present	5 Linear Feet Each Year	No	Destroy in office after 3 years
Bids For Disposal Of Property	Records concerning the disposal of surplus property. May include various disposition procedures used, such as sealed bids and public auction.	July 1, 2011 To Present	2 Linear Feet Each Year	No	Destroy in office all records after the disposition of property has been recorded in governing board's minutes
Cash Receipts	Cash Receipts	July 1, 2011 To present	2 Linear Feet Each Year	No	Destroy in office after 3 years
Deposits	Deposits	July 1, 2011 To Present	3 Linear Feet Each Year	No	a)Destroy in office official/audit copies after 3 years. b)Destroy all remaining records in office after 4 years.
Time Sheets, Cards, & Attendance Records	Records concerning the work hours and attendance of employees.	July 1, 2011 To present	5 Linear Feet Each Year	No	a)Destroy in office 30 years from date of separation records used for retirement or similar benefits verification. b)Destroy all remaining records in office after 4 years.
Travel Reimbursements	Includes authorizations and requests for reimbursement for travel and related expenses.	July 1, 2011 To Present	2 Linear Feet Each Year	No	Destroy in office after 3 years

Requested by: _____
Signature Title Date

Approved by: _____
Signature Agency Unit or Branch Manager Date

Concurred by: _____
(except as indicated) Signature Assistant Records Administrator Date

**North Carolina Department of Cultural Resources
Division of Historical Resources
Government Records Branch**

011712 BCC Meeting

REQUEST FOR DISPOSAL OF ORIGINAL RECORDS DUPLICATED BY ELECTRONIC MEANS

TO Assistant Records Administrator
N.C. Division of Historical Resources
Government Records Branch
4615 Mail Service Center
Raleigh, NC 27699-4615

FROM Name Margaret Pierce, Finance Director
Department/Agency Watauga County Finance Department
Division _____
Section _____
Branch _____
Phone number (828) 265-8007

Use this form to request an amendment to your programs schedule from the Department of Cultural Resources to dispose of paper records you have scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to computer or digital environments. This form does not apply to records which have been microfilmed or photocopied. In addition, this form does not apply to records with a permanent retention or that are to be transferred to the State Archives. Records with a permanent retention or which will come to the State Archives must have a paper or microfilm copy. A completed copy of the "[Electronic Records Production Control Self-Warranty](#)" form **must** be attached. It can be found in the [North Carolina Guidelines for Managing Public Records Produced by Information Technology Systems](#).

RECORDS TITLE	DESCRIPTION	INCLUSIVE DATES	QUANTITY	MICROFILMED? (YES OR NO)	RETENTION PERIOD
Daily Journal and Ledger Entry Update Printouts	Printouts and documentation of daily journal and ledger entries.	July 1, 2011 To present	2 Linear Feet Each Year	No	Destroy in office after 1 year.
Financial Journals and Ledgers	Financial journals and ledgers.	July 1, 2011 To Present	2 Linear Feet Each Year	No	a) Destroy in office after 3 years, year-end summaries of receipts and disbursements. b) Destroy in office after 1 year daily, monthly or quarterly transaction detail journals and ledgers.
Vendor File	Records concerning specific vendors. May include accounts payable activity, federal tax identification number, name & address, correspondence and related records.	July 1, 2011 To present	2 Linear Feet Each Year	No	Destroy in office when administrative value ends.

Requested by: _____
Signature Title Date

Approved by: _____
Signature Agency Unit or Branch Manager Date

Concurred by: _____
(except as indicated) Signature Assistant Records Administrator Date

**North Carolina Department of Cultural Resources
Division of Historical Resources
Government Records Branch**

011712 BCC Meeting

REQUEST FOR DISPOSAL OF ORIGINAL RECORDS DUPLICATED BY ELECTRONIC MEANS

TO Assistant Records Administrator
N.C. Division of Historical Resources
Government Records Branch
4615 Mail Service Center
Raleigh, NC 27699-4615

FROM Name Jim Atkinson
Department/Agency Watauga County Department of Social Services
Division _____
Section _____
Branch _____
Phone number (828) 265-8100

Use this form to request an amendment to your programs schedule from the Department of Cultural Resources to dispose of paper records you have scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to computer or digital environments. This form does not apply to records which have been microfilmed or photocopied. In addition, this form does not apply to records with a permanent retention or that are to be transferred to the State Archives. Records with a permanent retention or which will come to the State Archives must have a paper or microfilm copy. A completed copy of the "[Electronic Records Production Control Self-Warranty](#)" form **must** be attached. It can be found in the [North Carolina Guidelines for Managing Public Records Produced by Information Technology Systems](#).

RECORDS TITLE	DESCRIPTION	INCLUSIVE DATES	QUANTITY	MICROFILMED? (YES OR NO)	RETENTION PERIOD
Standard 6 - Program Operational Records: Adult and Family Services (Items 1-24)	Records related to services for elderly and disabled adults, child care subsidy, family preservation, guardianship registry & case records, information and referral, medical transportation, and special assistance for adults. *Note: This does not include a list of terminated guardianships maintained as a permanent record.	July 1, 2011 To present	20 Linear Feet Each Year	No	Records are retained as defined in the retention schedule approved by DHHS and only after being notified by DHHS that specific records are released from all audits, reports, or other official actions. *There are no permanent records included in the items listed for this standard.
Standard-8. Program Operational Records: Childrens Services (Items 1 & 3-8)	Records related to adoption assistant case files, adoption clearing house records, child fatality prevention records, child protective services case files, child support enforcement case management records, foster care case management records and foster home facility & licensure records.	July 1, 2011 To Present	20 Linear Feet Each Year	No	Records are retained as defined in the retention schedule approved by DHHS and only after being notified by DHHS that specific records are released from all audits, reports, or other official actions. *There are no permanent records included in the items listed for this standard.
Standard 9-. Program Operational Records: Economic Assistance Services (Items 1-9)	Records related to emergency assistance case management, food assistance case management, first stop employment assistance case management, low income energy assistance case management, medicaid: adult case management, medicaid: family and children case management, refugee assistance services, special assistance services and work first assistance case management.	July 1, 2011 To present	100 Linear Feet Each Year	No	Records are retained as defined in the retention schedule approved by DHHS and only after being notified by DHHS that specific records are released from all audits, reports, or other official actions. *There are no permanent records included in the items listed for this standard.

Requested by: _____, _____, _____
Signature Title Date

Approved by: _____, _____, _____
Signature Title Date

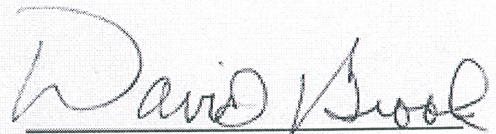
Concurred by: _____, _____, _____
(except as indicated) Signature Assistant Records Administrator Date

**COUNTY SHERIFF'S OFFICE
Records Retention
and Disposition Schedule**

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provision of Chapter 121 and 132 of the General Statutes of North Carolina, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

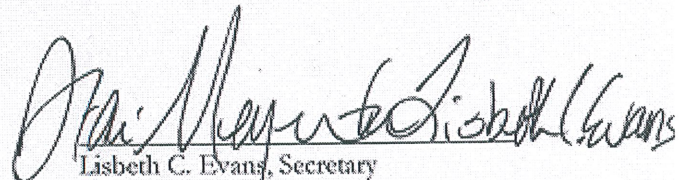
County Sheriff



David Brook, Director
Division of Historical Resources

APPROVED

Chairman, Bd. County Commissioners



Lisbeth C. Evans, Secretary
Department of Cultural Resources

November 10, 2008

County Name

**Tax Administration
Records Retention Schedule Amendments**

Amending the records retention and disposition schedule for County Tax Administration published April 1, 2004.

STANDARD 6. PROGRAM RECORDS: PROPERTY APPRAISAL RECORDS

Amending item 3 **Board of Equalization and Review (Appeals File)** as shown on substitute page 33.

STANDARD 7. PROGRAM RECORDS: PROPERTY TAX COLLECTION RECORDS

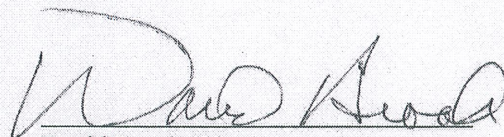
Amending item 4 **Delinquent Taxpayer Records** as shown on substitute page 36 and item 7 **Mobile Home Relocation Tax Permit File** as shown on substitute page 37. Also, by adding item 5 **Delinquent Taxpayer Records: Advertisement of Tax Liens Against Real Property** as shown on substitute page 37, and item 14 **Tax Levy/Seizure Records** as shown on substitute page 38.

STANDARD 9. PROGRAM RECORDS: MOTOR VEHICLE RECORDS AND BUSINESS TAXES

Amending item 5 **Delinquent Taxpayer Records: Motor Vehicle** as shown on substitute page 43. Also, by adding item 4 **Beer & Wine License Tax Records** as shown on substitute page 43, item 8 **Motor Vehicle Rental Tax**, item 11 **Prepared Food and Beverage Tax**, item 12 **Privilege License Citation Records**, as shown on substitute page 44, item 13 **Privilege Licenses**, and item 15 **Room Occupancy Tax** as shown on substitute page 44a.

APPROVAL RECOMMENDED

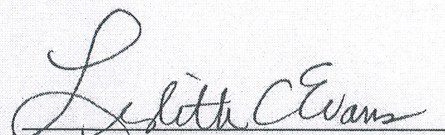
Tax Assessor/Collector



David Brook, Director
Division of Historical Resources

APPROVED

Chairman, Bd. County Commissioners



Lisbeth C. Evans, Secretary
Department of Cultural Resources

July 31, 2008

**North Carolina Department of Cultural Resources
Division of Historical Resources
Government Records Branch**

Self-Warranty: Electronic Records

Identification of Originating Government Office and Specified Records

Type of Government Office: County Municipal State Agency *Other

For Other, enter name of "parent" agency unless unassigned _____

*Other includes assigned and unassigned offices (authorities, boards, bureaus, commissions, councils etc.)

County/Agency: Watauga County

Name of Office: All Watauga County Departments

Address: 814 West King Street, Rm. 216 Boone, NC 28607

Telephone: (828)2658007 Fax: (828)2658006 E-mail address: tammy.adams@watgov.org

_____ I certify to the best of my knowledge and belief that the records created or duplicated by electronic means in the aforementioned office are prepared in accordance with the suggested guidelines as indicated by the following statements.

- Quality - Records are legible, accurate, and complete.
- The records are produced or reproduced as part of a regularly conducted activity.
- Detailed, documented procedures are in place and followed when the records are created, copied, modified, or duplicated.
- The person(s) who creates, copies, modifies, or duplicates the records receives formal training on detailed system procedures prior to records preparation.
 - Details of the training received are adequately documented through written policies and procedures.
 - Training records are signed by employee after receiving training.
- Audit trails document the individual(s) who creates, duplicates, modifies, or otherwise prepares the records, what they do in the process, when they do it, and describe the results.
- Audits –
 - are performed periodically to confirm that the process or system produces accurate results.
 - confirm that procedures actually followed are in accordance with procedure stated in the procedure's documentation.
 - are performed routinely on documents to ensure no information has been lost.
 - performed by an independent source (i.e., persons other than those who create the records or persons without an interest in the content of the records. Acceptable source may include different department or authorized auditing authority).
 - are adequately documented.
- The process or system hardware and software are adequately documented.
- Back up procedures are in place and comply with best practices, as established by the Department of Cultural Resources.
- Successful disaster recovery back up is completed at least once every two years.

_____ Furthermore, I certify to the best of my knowledge and belief that this agency will comply with the best practices and standards established by the Department of Cultural Resources as published on its website.

_____ I certify that this agency has an established Electronic Records/Imaging Policy.

_____ Local Government Agencies: I certify that this agency will complete a *"Request for Disposal of Original Records Duplicated by Electronic Means"* for each new records series converted from paper to electronic record.

_____ State Government Agencies: I certify that this agency will contact the Government Records Branch to amend the agency schedule to comply with the best practices and standards established by the Department of Cultural Resources.

Signature of Official: _____ Title of Official: _____

Name of Official: _____ Date: _____

AGENDA ITEM 14:

UPDATE ON CONSOLIDATED DISPATCH

MANAGER'S COMMENTS:

Per Commissioner request, time has been set aside for discussion on consolidated dispatch. Attached is a job description for an Emergency Services Director and data collected from ASU, Town of Boone, and Town of Blowing Rock in reference to consolidated dispatch.

BUDGETARY INFORMATION FOR CONSOLIDATED DISPATCH IN WATAUGA COUNTY

	TOTAL BUDGET FY 11-12	BUILDING COSTS	SALARY RANGE		Number of Positions	STAFFING LEVELS	TOTAL NUMBER OF CALLS / ENTRIES			
			Job Title				2011 To Date	2010	2009	2008
WATAUGA COUNTY	\$537,147.00 <i>\$306,518 - Special Revenue Funds, only received by Watauga County and Town of Boone</i>	\$14,708.50	Telecommunicator I	30,602 - 47,433	1 FTE	(See Attached Chart) Mon-Fri, 3 to 4 telecommunicators work during busiest times and 2 telecommunicators during slower times. Sat. and Sun 2 telecommunicators all day.	Admin.	Admin.	Admin.	Admin.
			Telecommunicator II	31,979 - 49,568	6 FTE		54,891	79,311	85,445	89,994
			Telecommunicator Supervisor	33,418 - 51,798	2 FTE		911	911	911	911
			Chief Telecommunicator	34,923 - 54,131	1 FTE		11,877	12,641	13,192	13,149
							CAD	CAD	CAD	CAD
			Total Communications Salary	\$353,785	10 FTE		24,478	27,643	28,396	25,453
TOWN OF BOONE	\$480,049.00 <i>\$131,717 - Special Revenue Funds, only received by Watauga County and Town of Boone</i>	\$8,696.00	Telecommunicator	29,719 - 44,579	6 FTE, 1 PTE	Two dispatchers work during the busiest times of day and one at all other times.	Admin.	Admin.	Admin.	Admin.
			Sr. Telecommunicator	31,205 - 46,808			46,644	60,521	69,080	70,636
			Communications/Records Sup.	39,827 - 59,740	1 FTE		911	911	911	911
			Administrative Support/Records	29,719 - 44,579	1 FTE		7,293	7,655	7,918	8,088
							CAD	CAD	CAD	CAD
			Total Communications Salary	\$251,055	8 FTE, 1 PTE		20,366	23,099	23,860	20,393
TOWN OF BLOWING ROCK	\$261,636.00	\$10,141.00	Telecommunicator I	24,370 - 33,640	1 FTE, 1 PTE	One dispatcher is on duty at all times.	Admin.	Admin.	Admin.	Admin.
			Police Communications Asst. Dir.	25,590 - 35,320	1 FTE		1,693	2,246	2,063	1,736
			Police Communications Director	26,870 - 37,085	1 FTE		911	911	911	911
							131	234	281	333
							CAD	CAD	CAD	CAD
			Total Communications Salary	\$121,550	3 FTE, 1 PTE		10591	8262	11112	9085
ASU	N/A	N/A	Public Safety Telecommunicators	28,100 - 32,179	5 FTE	8am-12am (2) telecommunicators, 12am-7am (1) telecommunicator.	44,967	47,644	48,498	47,097
			Public Safety Supervisor	35,000	1 FTE		Number of Calls for Service			
			Total Communications Salary	\$185,627	6 FTE					

Note* Due to their geographic location the Town of Beech Mountain would not participate in a consolidated Public Safety Answering Point (PSAP).

Note* ASU Police Department is not interested in consolidated dispatch. ASU is not a 911 call center. The ASU call center is responsible for dispatch of campus police, and they also dispatch numerous administrative type services and other university functions; which must be routed through the ASU dispatch center no matter how their police calls are dispatched. For this reason ASU must have a dispatcher on campus 24/7 and would not participate in a consolidated Public Safety Answering Point (PSAP).

EMERGENCY SERVICES DIRECTOR - 6100GENERAL DEFINITION AND CONDITIONS OF WORK:

Performs complex professional and difficult administrative work planning, organizing and directing specified emergency activities of the county; does related work as required. Work is performed under general supervision. Supervision is exercised over all department personnel.

This is light work requiring the exertion of up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently and/or a negligible amount of force constantly to move objects; work requires reaching, fingering, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Planning, directing, coordinating and supervising Office of Emergency Management/Fire Marshal and County 911 Communications Center; ensuring compliance with all local, state, and federal laws and requirements; providing technical assistance to emergency service agencies; directs emergency services during emergencies; maintaining appropriate records and files; preparing reports.

Supervises and directs the operations of the Fire Marshal/Emergency Management office.

Oversees the maintenance and updates to the county emergency operations plan;

Meets with state and local officials and others to stay informed on new techniques, equipment and communication systems;

Supervises and directs the operation of the 911 Communications Center;

Supervises shifts of telecommunicators who handle communications and dispatching calls for law enforcement, emergency medical, rescue and fire services; plans and assigns work; hires, trains, and provides performance coaching and evaluation for department staff; develops work schedules; assures communications center is always staffed.

Develops and administers department budget including general fund and emergency telephone surcharge fund appropriations; procures equipment and supplies; researches, plans, and coordinates with telephone companies and vendors upgrades in equipment such as 911 system, computer aided dispatch, radio, and other electronic systems; coordinates and participates in installation, maintenance and repair of equipment.

Creates, maintains, and oversees the design of the Watauga County Emergency Communications Standard Operating Guidelines, the Emergency Medical Dispatch (EMD) Guidelines, Emergency Fire Dispatch, Computer Aided Dispatch System (CAD), Procedures Manual, tracks statistical information, and evaluates service delivery.

Responds to complaints, questions, and information about the services.

Assures the maintenance and completion of records, reports, memos and other information required in this field.

Serves as a member of various professional committees in the County and region, attending and participating in meetings and other activities, as appropriate.

Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of the DCI system, Emergency Medical Dispatch (EMD) program, Emergency Communications Standard Operating Guidelines; Emergency Fire Dispatch, thorough

knowledge of the local, federal and state laws and regulations regarding civil defense and emergency management; thorough knowledge of laws and procedures for fire investigations and fire code inspections; thorough knowledge of all facets of emergency services; thorough knowledge of a variety of electronic equipment including radios and telephone systems and their related computer hardware and software applications involved in 911, computer-aided dispatch; considerable knowledge of budgeting, purchasing, and personnel policies and procedures; ability to plan, organize, schedule, and direct the work of subordinate personnel including training, motivation, coaching, and evaluating work performance; ability to work with volunteers, volunteer organizations and related agencies; ability to write detailed reports; ability to develop and maintain effective working relationships with emergency personnel, law enforcement agencies, volunteers, County officials, staff and the general public.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from an accredited community college or university with major course work in public safety, public administration or related field and progressively responsible experience in emergency services.

SPECIAL REQUIREMENTS:

Requires valid NC Driver's License.

AGENDA ITEM 15:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Request to Donate Bleachers from Old High School

MANAGER'S COMMENTS:

A request has been made in reference to the bleachers located at the old high school. It is staff's understanding that Optimist is interested in using the bleachers at the baseball fields leased by the County.

The property would need to be declared surplus and a resolution adopted to donate the property to Optimist. Optimist would also have to be an incorporated nonprofit. Staff would verify that the school system no longer had any use for the bleachers.

Staff seeks direction from the Board.

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AGENDA ITEM 15:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Boards & Commissions

MANAGER'S COMMENTS:

The term of Watauga County Recreation Commission member, Mr. Denny Norris, representing the Green Valley Elementary School district, expired December 31, 2011. Green Valley Principal, Phillip Griffin, has recommended the reappointment of Mr. Denny Norris.

Two terms on the Watauga County Tourism Development Authority (TDA) are set to expire at the end of February 2012. The TDA requests that Mr. Rob Holton and Mr. Mike Hall each be reappointed to three-year terms. Both Mr. Holton and Mr. Hall are willing to continue to serve if so appointed.

Also, per TDA Bylaws, the TDA Chairman is due for appointment by the Board of Commissioners.

The term of Watauga County Nursing Home Community Advisory Committee (NHCAC) member, Mr. Fred Badders, will expire January 24, 2012. High Country Council of Governments' Ombudsman, Ms. Julie Wiggins, has nominated Mr. Badders for reappointment. Mr. Badders is willing to continue to serve is so appointed.

The above are first readings and, therefore, no action is required at this time.

From: Phillip Griffin <griffinp@watauga.k12.nc.us>
Sent: Tuesday, January 10, 2012 8:31 AM
To: Anita.Fogle
Subject: GV Recreation Rep.

Anita,

I would like to recommend that Denny Norris continue serving as the Green Valley Rep on the Recreation Commission.

Thank you,


Phillip Griffin
Principal, Green Valley Elementary School

--

Phillip Griffin

January 10, 2012

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

FROM: Wright Tilley - TDA Executive Director 

RE: Appointments to Watauga County TDA Board

The current 3-year terms held by Rob Holton and Mike Hall on the Watauga County Tourism Development Authority Board will expire at the end of February 2012.

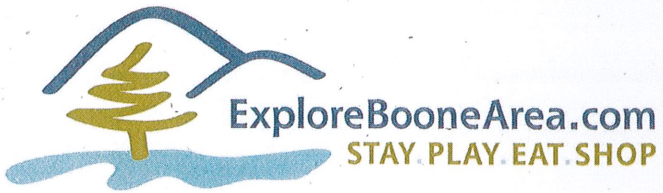
Both Mr. Holton and Mr. Hall have expressed a willingness and desire to continue to serve on the TDA board. On behalf of the TDA board, we respectfully encourage you to consider re-appointing them to continue their service on this board.

Rob Holton, the owner of Holton Mountain Rentals, holds one of the board seats that must be occupied by someone whose business collects the occupancy tax. Rob is also currently serving as the Chairman of the TDA Board. Mike Hall, owner of Bandanas Restaurant, helps us fulfill the requirement of having at least 50% of the board who are active in the promotion of travel and tourism in the district.

Our enabling legislation requires that at least 1/3 of the members of the board must be individuals who are affiliated with businesses that collect the occupancy tax. It further requires that 1/2 of the members must be individuals that are active in the promotion of travel and tourism in the district.

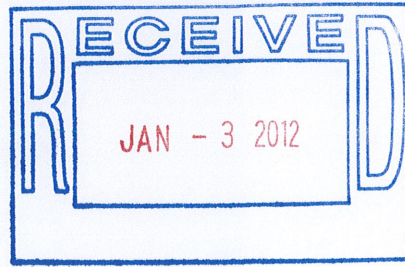
In addition to taking action to fill the two board seats, our bylaws also call for the County Commissioners to appoint one of the TDA board members as Chairman. Attached is a list of current TDA board members. If you have any questions, please feel free to contact me at 828-266-1345 or via email at wtilley@exploreboonearea.com

Thank you for your consideration.



Watauga County District U Tourism Development Authority Board

- | | | |
|-------------|--------------|---|
| Chairman: | Rob Holton | Owner, Holton Mountain Rentals |
| Vice Chair: | Tony Gray | Retired – Appalachian State University
Christmas Tree Grower |
| | Mike Hall | Owner, Bandana's Restaurant & Catering |
| | Lisa Martin | Mast General Store |
| | Connie Baird | Baird Investments / Boone Vacation Cabins |
| | Matt Vincent | Vincent Properties |



E-Mail Address: jwiggins@regiond.org



Gary D. Blevins
Chairman of the Board

Robert Johnson
Vice Chairman

Brenda Lyerly
Secretary

Danny McIntosh
Treasurer

Rick Herndon
Executive Director

December 29, 2011

Ms. Anita Fogle
Clerk to the Board
814 West King St.
Boone, NC 28607

Dear Ms. Fogle:

The term of appointment of Dr. Fred Badders to the Watauga County Nursing Home Community Advisory Committee will expire effective January 24, 2012. He has indicated his desire to be reappointed for an additional three-year term.

Please submit Dr. Badders' name to the Commissioners for their consideration and let me know their decision at your earliest convenience. The request for renomination is attached.

Sincerely,

Julie Wiggins
Regional Ombudsman

Enclosure

468 New Market Blvd.
Boone, NC 28607

Phone: 828-265-5434
Fax: 828-265-5439
TTY: 1-800-735-2962
Voice: 1-800-735-8262
361

Web: www.regiond.org

RENOMINATION FORM
COMMUNITY NURSING HOME
ADVISORY COMMITTEE

Nominee Background InformationName Fred T. BaddersHome Address 154 Fairview Drive Phone (H) 828-264-7677Boone, NC Zip Code 28607-4507

Business Address _____ (W) _____

_____ Zip Code _____

Occupation Retired [was Professor, Human Development & Counseling, Appalachian State University]Number of hours available per month for this position as needed, minimum of twenty (20) per monthEducation see attached. Ph.D., Florida State University; M.Div., Southeastern Baptist TheologicalSeminary; B.A., Furman UniversityBusiness and civic experience and skills see attached. Current Member, Watauga County Community Nursing Home Advisory Committee (2002-11).Variety of earlier roles: civic (local and state), including past member and chair, Watauga County Planning Board; Member: WAMY Community Action Board; Watauga County Plan Oversight Group; professional associations (state, regional, and national); and churches.Areas of expertise and interest/skills see attached. Includes counseling, administration, teaching, research/evaluation, speaking, technology. Teaching specialties include legal and ethical issues, administration, and group dynamics (have taught Counseling the Aging).

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

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

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

Fred T. Badders

Signature of Applicant

12/23/11

Date

Nomination form submitted by

Name

Julie Wiggins, Ombudsman, 12/29/2011

FRED T. BADDERS, Ph.D.*Address:*

154 Fairview Drive
 Boone, North Carolina 28607-4507
 Home phone: 828-264-7677; e-mail: baddersft@charter.net

Educational preparation:

Ph.D. in Higher Education (major: Student Personnel Administration; minor: Counseling),
 Florida State University, Tallahassee, Florida
 M.Div. (with languages), Southeastern Baptist Theological Seminary, Wake Forest, NC
 B.A. (major: Psychology), Furman University, Greenville, SC

Previous educational career settings include:

Professor and Administrator, Appalachian State University, Boone, NC
 Dean for Student Development (Chief Student Affairs Officer),
 Southeastern Community College, Whiteville, NC
 Dean of Students & Instructor in Psychology (Chief Student Affairs Officer),
 South Georgia College, Douglas, GA
 Director of Student Activities & Counselor, Southeastern Baptist Theological Seminary.

Fred Badders retired in 2004 after serving since 1973 as a professor at Appalachian State University. For 14 years, he was Chair of the Department of Human Development and Counseling (formerly Counselor Education and Research) in the Reich College of Education. He also served a number of years as Coordinator of the College Student Development graduate preparation program.

He served as member and chair of numerous departmental, college, and university committees dealing with governance, technology, academic integrity, curriculum, facilities, research, retention, and service. He taught a variety of courses (20 at ASU) with "specialty" areas including legal and ethical issues, organization and administration, and group dynamics/processes. Among recognitions, he received the Outstanding Teaching Award in 1993 from the ASU Alumni Association; and in 1997, the Distinguished Scholar award from the North Carolina College Personnel Association. He is a (retired) National Certified Counselor.

He is an ordained minister, has been a speaker in many churches, and has served in interim and part-time pastorates. In a local church, he has been a deacon and member and chair of various committees. He was a facilitator/consultant with the Conflict Resolution/Spiritual Directions Network through the North Carolina Baptist Convention.

He has been a member of and served in many roles in national, regional, and state professional associations including president of two state professional associations (North Carolina College Personnel Association and North Carolina Association of Specialists in Group Work). Recent or retired national memberships include the American Counseling Association; American College Personnel Association; Education Law Association; National Association of Student Personnel Administrators; and Phi Delta Kappa. He served on the national board of the Council for the Advancement of Standards in Higher Education (CAS).

He has made hundreds of invited presentations to and led workshops for professional, school, and community groups, especially in the areas of Legal and Ethical Issues; Leadership, Self-concept, Group Processes, and Conflict Management; Spiritual Dimensions in Counseling; College/Parent Programs and Relationships; Higher Education Administration and Functions; and others

He developed successful grant proposals for financial aid, curriculum development, faculty development, administrative improvement, student services, the disadvantaged and handicapped, and the aging. He prepared the economic and community demographic research for successful proposals leading to charters for a national bank and a savings and loan in eastern North Carolina.

His other community involvement includes current member, Watauga County Community Nursing Home Advisory Committee (2002-present). Other former civic/political roles at the county, district, and state level (including former member/chair of the Watauga County Planning Board; member, WAMY Community Action Board; member, Watauga County Plan Oversight Group).

His wife, Sue, with degrees from Meredith College (B.A.) and Appalachian State University (M.A.), is retired as a Title I Reading teacher in Watauga County. Daughters: Kimberly Sundt, a graduate of UNC-CH, is head of her consulting/marketing/event planning firm, Atlanta, GA; Leigh Lyall, with degrees (B.A. & M.A.) from ASU, is a Watauga High School (Boone, NC) counselor.

12/2011

AGENDA ITEM 15:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Announcements

MANAGER’S COMMENTS:

The North Carolina Association of County Commissioners will hold a seminar, at the UNC School of Government’s Knapp-Sanders Building, on January 20, 2012, entitled “Leading Your County Governing Board.” If interested in attending, please notify Anita who will help with registration and reservations.

Proposed dates for the Annual Pre-Budget Retreat are February 24 & 25, 2012, or March 2 & 3, 2012, with times proposed as 12–6 P.M. on Friday and 9 A.M.–12 P.M. on Saturday. Direction from the Board is requested to set the date of the Retreat.

The 2012 Watauga County Economic Development Summit is scheduled for Wednesday, March 7, 2012, from 1:00–5:00 P.M. at the Blowing Rock Art and History Museum in Downtown Blowing Rock.

Anita.Fogle

From: Deron.Geouque
Sent: Tuesday, January 03, 2012 8:31 AM
To: Anita.Fogle
Subject: FW: Registration open for Leading Your County Governing Board: Jan. 20 at the School of Government

1-17-2012 announcements

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

From: David Thompson [<mailto:david.thompson@ncacc.org>]
Sent: Friday, December 30, 2011 10:07 AM
To: Deron.Geouque
Subject: Registration open for Leading Your County Governing Board: Jan. 20 at the School of Government

TO: Board Chairs and Vice Chairs
 County Managers
 Clerks to the Boards
 County Attorneys

CC: NCACC Board of Directors

FROM: David F. Thompson, Executive Director

SUBJECT: Special Training Event: "Leading Your County Governing Board"

Dear county friends:

Historically, the NCACC has offered training for newly appointed Board Chairmen every other year as a part of our biennial Legislative Goals Conference. In recent weeks, since the first Monday in December, your staff here at the NCACC, and various faculty members at the UNC School of Government in Chapel Hill, have received a significant number of requests for this training.

In the interest of meeting this identified need as quickly as possible, Deputy Director Patrice Roesler and General Counsel Sharon Scudder have worked with School of Government faculty to jointly develop a special one-day seminar to be held on January 20 addressing the roles and responsibilities of the Board leader, the relationship of the Chairman to other board members and other officials, legal and procedural requirements that Chairmen should be aware of, and other issues that might be helpful. The seminar will be held at the [Knapp-Sanders Building](#) – home of the School of Government – at UNC-Chapel Hill. A preliminary agenda and registration form are available at www.ncacc.org/leadingyourboard.html.

While this program has been developed quickly, it is very thoughtfully designed to help our newly installed Board leaders become sufficiently informed about their new roles to allow them to operate judiciously and comfortably in the public setting. I hope you will take advantage of this opportunity to strengthen your leadership skills. Commissioners who attend will receive six credits toward recognition through the Local Elected Leaders Academy (LELA) [recognition program](#).

If you have any questions or need additional information, please do not hesitate to contact Patrice Roesler at (919) 715-2893 or patrice.roesler@ncacc.org.

Thank you for all you do on behalf of county government.



SAVE THE DATE!!!!

**2012 Watauga County Economic Development Summit
Blowing Rock Art and History Museum
Downtown Blowing Rock
March 7, 2012**

1:00 PM – 5:00 PM

Agenda:

**Overview of the Watauga Economy
Presentation of EDC's Targeted Marketing Analysis
Significant Drivers of Economic Growth
Challenges and Opportunities Facing Local Organizations
Where to Focus Economic Development Efforts
Areas and Opportunities for Increased Cooperation**

Sponsored By

**BREMCO
New River Light & Power
Advantage West**

Plenty of Parking on Site

Snow Date: March 21, 2012

For additional information contact:

Watauga County Economic Development Office

828-264-3082

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AGENDA ITEM 16:

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 17:

BREAK

AGENDA ITEM 18:

CLOSED SESSION

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