

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

**TUESDAY, APRIL 3, 2012  
8:00 A.M.**

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

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
8:00	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: March 20, 2012, Regular Meeting March 20, 2012, Closed Session		1
	3	APPROVAL OF THE APRIL 3, 2012 AGENDA		13
	4	PROPOSED AMENDMENTS TO THE AMBULANCE FRANCHISE AGREEMENT	MR. CRAIG SULLIVAN	15
8:05	5	MAINTENANCE MATTERS		
		A. Presentation of Lighting Upgrade Proposal	MR. PATRICK MORGAN	25
		B. Bid Award Request for Paving Repairs	MR. ROBERT MARSH	51
8:10	6	PROPOSED CONTRACT BETWEEN DEPARTMENT OF SOCIAL SERVICES AND APPALCART	MR. JIM ATKINSON	57
8:15	7	PLANNING AND INSPECTIONS MATTERS	MR. JOE FURMAN	
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8:20	8	TAX MATTERS	MR. KELVIN BYRD	
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8:25	9	FINANCE MATTERS	MS. MARGARET PIERCE	
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		C. Proposed Audit Contract for FY 2012		87
8:30	10	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Blowing Rock VFD Request for Support of Lease Purchase Agreement		101
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9:40	13	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		112
10:00	14	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF THE MINUTES**

March 20, 2012, Regular Meeting

March 20, 2012, Closed Session



**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, MARCH 20, 2012**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, March 20, 2012, at 5:30 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 [*arrived at 5:40 P.M. due to out-of-town travel*]  
 Tim Futrelle, 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 5:30 P.M.

Commissioner Blust 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 March 5, 2012, special meeting and March 6, 2012, regular and closed session minutes.

Commissioner Futrelle, seconded by Vice-Chairman Gable, moved to approve the March 5, 2012, special meeting minutes as presented.

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

County Manager Geouque requested that the March 6, 2012, regular meeting minutes include an amendment to the motion under Bid Award Request for Aquatic Center Repairs as follows (additions in **red bold** and deletions in ~~strike through~~):

*“Vice-Chairman Gable, seconded by Chairman Miller, moved to accept the lowest responsible and responsive bid from MBI Builders, LLC, **including Alternate 1 (which allows the pool to remain filled while being repaired)**, in the **total** amount of ~~\$50,300~~ **\$50,700** and 33 days of pool closure.*

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

Commissioner Blust, seconded by Vice-Chairman Gable, moved to approve the March 6, 2012, regular meeting minutes as amended.

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

Commissioner Futrelle, seconded by Commissioner Blust, moved to approve the March 6, 2012, closed session minutes as presented.

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

### **APPROVAL OF AGENDA**

Chairman Miller called for additions and/or corrections to the March 20, 2012, agenda.

County Manager Geouque requested to add possible action after the scheduled closed session.

Commissioner Futrelle, seconded by Vice-Chairman Miller, moved to approve the March 20, 2012, agenda as amended.

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

### **SHERIFF'S OFFICE MATTERS**

#### ***A. Award Request for Retiring Officer***

Captain Kelly Redmon stated that Sergeant Richard Aldridge was retiring April 1, 2012, and the Sheriff's Office wished to award his respective side arm and badge to Officer Aldridge upon his retirement and requested that the Board set the price of the side arm at \$1. Per G. S. 20-187.2, governing bodies of a law enforcement agency may award a retiring member his/her service side arm, upon request, at a price determined by the governing body. Captain Redmon stated that Sergeant Aldridge would be required to purchase a permit prior to purchasing the side arm.

Vice-Chairman Gable, seconded by Commissioner Blust, moved to award Sergeant Richard Aldridge, upon retirement, his respective badge and side arm, at a set price of \$1.

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

***B. Request for Declaration of Surplus and Sale – WCSO K-9***

Captain Redmon requested to declare a K-9 (police dog), referenced as “Chesska,” as surplus and sell the dog to its handler, Wes Hawkins, for a fee of \$1.00. Captain Redmon stated that, due to the dog’s age and health issues, it was no longer of use to the Sheriff’s Office. G. S. 160A-266 allowed for the dog to be sold for a negotiated price upon adoption of such a resolution and after being advertised for ten days. Chairman Miller stated that, as the dog was a trained K-9, it therefore needed to be with someone who knew how to handle it.

Vice-Chairman Gable, seconded by Commissioner Futrelle, moved to adopt the resolution declaring the K-9 surplus and to direct to staff to follow through with the sale of “Chesska” to Wes Hawkins per G. S. 160A-266 as recommended by Captain Redmon.

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

**BOARD OF EDUCATION REQUEST FOR LOTTERY FUNDS**

Watauga County School’s Finance Director, Ms. Ly Marze, requested approval of the following State funding applications:

Public School Building Capital Fund/North Carolina Education Lottery:

- Metal roof installation at Cove Creek Elementary School, in the amount of \$880,000, with an estimated project beginning date of April 2012, and completion date of November 2012.
- Basement renovation at Valle Crucis Elementary School, in the amount of \$35,000, with an estimated project beginning date of June 2012, and completion date of August 2012.

Public School Building Capital Fund/ADM (Corporate Tax) Fund:

- Renovation of center building flat roof at Hardin Park Elementary School, in the amount of \$85,000, with an estimated project beginning date of June 2012, and completion date of August 2012.
- Renovation of middle school wing flat roof at Parkway Elementary School, in the amount of \$52,000, with an estimated project beginning date of June 2012, and completion date of August 2012.

The total amount requested for the four projects was \$1,052,000. The proposed projects were discussed at the recent annual retreat and the School Board had requested a \$100,000 match from the County for two of the proposals. Ms. Marze stated that the School Board now planned to use their fund balance to pay the local match and, therefore, no funds were being requested from the County.

Vice-Chairman Gable, seconded by Commissioner Blust, moved to approve the Board of Education’s four state funding applications as presented by Ms. Marze.

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

## **SOIL AND WATER CONSERVATION DISTRICT MATTERS**

### ***A. Proposed Memorandum of Understanding (MOU) Transferring the Division of Soil and Water Conservation to the Department of Agriculture and Consumer Sciences from the Department of Environment and Natural Resources (DENR)***

County Manager Geouque stated that, due to recent legislative changes, the Division of Soil and Water Conservation had been moved from the Department of Environment and Natural Resources (DENR) to the Department of Agriculture and Consumer Sciences. The proposed amendment required the Memorandum of Understanding to reflect the new reporting change.

County Attorney Eggers stated that the new Memorandum of Understanding was consistent with the previous one.

Commissioner Futrelle, seconded by Commissioner Blust, moved to adopt the Memorandum of Understanding transferring the Division of Soil and Water Conservation to the Department of Agriculture and Consumer Sciences as presented by the County Manager.

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

### ***B. Proposed Use of Bill Edmisten Memorial Fund***

County Manager Geouque stated that in January of 2003, a memorial fund honoring Mr. Bill Edmisten was established to be used to further farmland preservation and was to be administered by the Watauga County Farmland Preservation Advisory Board. The Advisory Board has requested the memorial funds be used for Watauga County students to attend workshops and training sessions related to natural resources and other relevant courses.

Commissioner Blust, seconded by Vice-Chairman Gable, moved to allow funds from the Bill Edmisten Memorial to be used for Watauga students to attend workshop and training sessions related to natural resources.

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

*[Clerk's Note: Commissioner Deal arrived at 5:40 P.M.]*

## **FINANCE MATTERS**

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

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

Account #	Description	Debit	Credit
663740-381000	Sale of Recycled Scrap		\$15,000
667420-433000	Utilities-Electricity	\$15,000	
<b>667420-433100</b>			

The amendment recognized additional revenue from the sale of recycled scrap and additional expenditures for electricity in the Solid Waste Fund. Additional expenditures are due to the delay in the Gas to Energy Project reaching its full capacity from the original projected date of the fall of 2011.

*[Clerk's Note: The above Account # was misquoted as presented at the meeting; however, the correct # is in bold as shown above.]*

Account #	Description	Debit	Credit
143531-323000	Administrative Cost Reimbursements		\$7,500
145310-469101	DSS Professional Services – Legal Fees	\$7,500	

The amendment recognized additional state reimbursement for legal fees.

Account #	Description	Debit	Credit
143531-323000	Administrative Cost Reimbursements		\$19,000
145410-440002	Low Income Home Energy Assistance	\$19,000	

The amendment recognized an increase in funding allocations from the state for energy program funds.

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

VOTE: Aye-5  
Nay-0

### ***B. Presentation of Smoky Mountain Center's Quarterly Financial Report***

Ms. Margaret Pierce, Finance Director, presented the Smoky Mountain Center Quarterly Report as required by State Statute.

No action was required, nor taken.

### ***C. Presentation of Smoky Mountain Center's Audited Fiscal Monitoring Report***

Ms. Pierce presented the financial monitoring reports for Smoky Mountain Center for the fiscal year ending June 30, 2011, as required by General Statute.

No action was required, nor taken.

## **TOP 'O BOONE ROAD MAINTENANCE REQUEST**

Mr. Joe Furman, Planning and Inspections Director, stated that Mr. Rowe with the Top O' Boone subdivision could not be present to present this request due to a prior commitment. Mr. Furman stated that the County-owned property within the subdivision on which two emergency communications towers, requiring occasional access, were located. Top O' Boone has provided a proposal requesting each lot owner pay a one-time \$100 fee for gate construction in addition to a \$50 annual road maintenance fee. Likewise, homeowners have been requested to pay a one-time \$200 fee for gate construction in addition to a \$150 annual road maintenance fee. The subdivision has requested the County contribute the one-time fee of \$250 and \$150 each year

thereafter for road maintenance due to the location of the communication towers. Mr. Furman stated that he was not advocating on behalf of the subdivision. In the past, the County had maintained and used Fire Tower Road to access the tower; however Fire Tower Road was not currently passable and had been costly to the County over the years to maintain. Mr. Furman stated that the \$150 annual road maintenance fee was a small amount to spend to ensure well-maintained access to the towers.

County Attorney Eggers stated that the County was responsible for dues for property owned within a subdivision unless it was a tax foreclosed property; however, the Top 'O Boone did not have legal authority to lock the County out of the subdivision.

Top O' Boone will be required to meet the standards set forth in the recently adopted Watauga County Gated Community Ordinance in relations to gate installation.

Commissioner Deal, seconded by Commissioner Futrelle, moved to authorize a one-time allocation of \$200 to Top O' Boone for gate installation and to authorize a one-time payment of \$150 to Top O' Boone for the road maintenance fee for Fiscal Year 2012.

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

*[Clerk's Note: The public hearing was held after Miscellaneous Administrative Matters in order to comply with the advertised time of 6:00 P.M.]*

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Proposed Proclamation Declaring May 14-19, 2012, as Community Pride Week***

County Manager Geouque presented a proposed proclamation declaring the week of May 14-19, 2012, as Community Pride Week in Watauga County. The County Manager stated that this event was conducted annually by Sanitation staff and has proved to be very popular with the County's citizens.

Commissioner Deal, seconded by Vice-Chairman Gable, moved to adopt the proclamation as presented.

VOTE: Aye-5  
Nay-0

### ***B. Proposed State Highway Patrol Lease Renewal***

County Manager Geouque stated that the current lease for office space at the Law Enforcement with the North Carolina Highway Patrol was set to expire April 1, 2012. The requested renewal was in the amount of \$12.49 per square foot and for a term of five years. The space requested was 365 square feet.

County Attorney Eggers stated that the lease presented by the State was a standard agreement.

Vice-Chairman Gable, seconded by Commissioner Blust, moved to approve the lease renewal with the North Carolina Highway Patrol for 365 square feet of office space at \$12.49 per square foot for a five-year term.

VOTE: Aye-5  
Nay-0

***C. Public Hearing Request to Allow Citizen Comment on Proposed Refinancing for the New High School***

County Manager Geouque stated that a public hearing was required to allow citizen comment on the refinancing of debt for the new high school and, therefore, requested the Board set the public hearing for April 17, 2012, at 6:00 PM. A proposed resolution authorizing the financing and other relevant matters pertaining to the financing was to be presented to the Board for consideration after the public hearing was closed.

Commissioner Futrelle, seconded by Vice-Chairman Gable, moved to schedule a public hearing to allow citizen comment on the proposed refinancing of debt for the new high school on April 17, 2012, at 6:00 P.M.

VOTE: Aye-5  
Nay-0

***D. Proposal for Lease of Parking Spaces at the Old High School***

County Manager Geouque state that The Art of Living Foundation International Center for Meditation and Well Being had a grand inauguration of its new facility planned for June 29, 2012. The Center requested to lease the old high school parking lot for \$300 a day beginning on June 28<sup>th</sup> and ending the morning of July 4<sup>th</sup> for a total amount of \$1,800 as it offered viable off-site parking due to its proximity to the Center. The Center proposed that their members/volunteers would be at the lot the afternoon and into the evening of June 28<sup>th</sup> and again on Wednesday, July 4<sup>th</sup> as vehicles were entering and exiting. The gates were to be closed during the rental days between June 28th and the morning of July 4th.

County Attorney Eggers stated that the old high school building would need to be posted and access restricted to cover liability issues.

County Manager Geouque added that the County should not be liable for any damage to vehicles during the term of the lease.

Commissioner Deal, seconded by Vice-Chairman Gable, moved to direct the County Attorney to draft a lease with The Art of Living Foundation International Center for Meditation and Well Being from June 28, 2012, through July 4, 2012, in the amount of \$300 per day with the responsibility for all liability on The Art of Living Foundation International Center for Meditation and Well Being.

VOTE: Aye-5  
Nay-0

### ***E. Boards and Commissions***

County Manager Geouque stated that, during their regular Town Council meeting held on February 14, the Blowing Rock Town Council recommended Ms. Brenda Fairbetter to serve as the ETJ member of their Planning Board and Mr. Terry Story to serve as the ETJ member of their Board of Adjustment. Ms. Anita Fogle, Clerk to the Board, stated that the Blowing Rock Town Clerk had requested a blank volunteer application to distribute to Ms. Fairbetter and Mr. Story; however, the completed applications had not been returned to date.

By consensus, the Blowing Rock ETJ appointments were tabled to allow time for receipt and review of volunteer application forms from Ms. Fairbetter and Mr. Story.

County Manager Geouque stated, that at their February 2012 meeting, the AppalCART Advisory Board recommended the following slate of officers be officially appointed to their Board: Mr. Jerry Moretz (at-large member); Mr. Greg Lovins (ASU representative); Ms. Angie Boitnotte (at-large member); Mr. David Blust (Board of Commissioners representative); Mr. Donald Ray (user representative); Mr. Barry Sauls (ASU representative); Mr. Andy Ball (Town of Boone representative); and Ms. Jeannine Taylor (Human Service Agency representative).

Commissioner Deal, seconded by Commissioner Blust, moved to appoint Mr. Jerry Moretz (at-large member); Mr. Greg Lovins (ASU representative); Ms. Angie Boitnotte (at-large member); Mr. David Blust (Board of Commissioners representative); Mr. Donald Ray (user representative); Mr. Barry Sauls (ASU representative); Mr. Andy Ball (Town of Boone representative); and Ms. Jeannine Taylor (Human Service Agency representative) to the AppalCART Advisory Board.

VOTE: Aye-5  
Nay-0

### ***F. Announcements***

County Manager Geouque made the following announcements:

- The North Carolina Association of County Commissioners' (NCACC) District Meeting is scheduled for April 12, 2012, at the Holiday Inn Express in Wilkesboro. Tentative meeting times are 5:30 P.M. to 8:00 P.M.
- Aaron's of Boone wishes to host a "Council Night" to allow the Boone Town Council and the Watauga County Board of Commissioners to become acquainted with Aaron's Sales and Lease and see first-hand the services they provide to the community. Tentative dates suggested are: April 3<sup>rd</sup> @ 7:00 P.M., April 4<sup>th</sup> @ 5:00 P.M., April 13<sup>th</sup> @ 7:00 P.M., and April 14<sup>th</sup> @ 7:00 P.M.

By consensus, the Board agreed to direct staff to offer appreciation to Aaron's of Boone for the invitation and to let the Town of Boone choose the date.

- The Appalachian District Health Department invites the Board to attend a pre-event and event on Thursday, March 22, 2012, featuring a presentation regarding aerobic exercise and its relationship to the brain. The event is sponsored through the "Communities Putting Prevention to Work" grant.



- An Incident Command System (ICS) Overview for Executives/Senior Officials training is scheduled on March 28, 2012, from 4:00 P.M. to 6:00 P.M. in the Commissioners' Board Room.
- At the last Board meeting, the date of April 23, 2012, from 12:00 noon to 1:30 P.M. was selected to tour the new Watauga Humane Society facility which was recently constructed through a partnership with the County. Humane Society staff was not available on that date and have suggested the dates of April 27<sup>th</sup> or 28<sup>th</sup> to conduct the tour.

By consensus, the Board agreed to schedule the tour for Friday, April 27, 2012.

- Appalachian State would like to invite the Commissioners, School Board members, and Town Council members, to campus on May 7, 2012, from 9:00 A.M. to 2:00 P.M. The purpose of the meeting would be to provide an update on major activities taking place on campus such as construction projects, strategic priorities, state funding and its impact on the campus and major initiatives involving the local community. The day would consist of a tour, lunch, and meeting with University officials. They would like for this to become an annual event.

**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON A PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SMALL CITIES CATALYST PROGRAM APPLICATION ON BEHALF OF THE HOSPITALITY HOUSE**

A public hearing was scheduled to allow public comment on the County's potential application for \$250,000 through the Community Development Block Grant Small Cities Catalyst Program on behalf of the Hospitality House for the purchase of property adjacent to their Rock Haven Facility as presented to the Board at their March 6, 2012, regular meeting.

Chairman Miller opened the public hearing at 6:01 P.M. to allow citizen comment on the proposed Community Development Block Grant (CDBG) Small Cities Catalyst Program application on behalf of the Hospitality House.

There being no public comment, Vice-Chairman Gable, seconded by Commissioner Deal, moved to declare the public hearing closed at 6:02 P.M.

No action was required at this time as an additional public hearing was scheduled for April 17, 2012, as required by the grant program.

**PUBLIC COMMENT**

There was no public comment.

**CLOSED SESSION**

At 6:03 P.M., Commissioner Deal, seconded by Commissioner Blust, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5  
Nay-0

Commissioner Deal, seconded by Chairman Miller, moved to resume the open meeting at 7:24 P.M.

VOTE: Aye-5  
Nay-0

**POSSIBLE ACTION AFTER CLOSED SESSION**

As Womble Carlyle Sandridge and Rice, LLP had represented the County in past matters, a proposed Waiver of Conflict was requested for execution to allow the Firm to represent BB&T in the County's current refinancing of the new high school. The Firm's previous representation to Watauga County was not related to the current refinancing.

Commissioner Deal, seconded by Vice-Chairman Gable, moved to execute a Waiver of Conflict allowing Womble Carlyle Sandridge and Rice, LLP to represent BB&T during the current refinancing of the new high school loans.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Chairman Miller adjourned the meeting at 7:25 P.M.

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Nathan A. Miller, Chairman

ATTEST:

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Anita J. Fogle, Clerk to the Board

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**AGENDA ITEM 3:**

**APPROVAL OF THE APRIL 3, 2012, AGENDA**

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**AGENDA ITEM 4:**

**PROPOSED AMENDMENTS TO THE AMBULANCE FRANCHISE AGREEMENT**

**MANAGER'S COMMENTS:**

Per Commissioner direction from the annual retreat, Mr. Craig Sullivan will present changes to the Ambulance Franchise Agreement. The proposed contract provides much needed updates to reflect technology and training changes and the new station location. The contract has an effective date of January 1, 2013 through December 31, 2019, which allows Watauga Medics to expand operations and invest in new communication technology to improve the overall services in the County. In extending the contract, the County was able to negotiate a one (1) year waiver of the CPI escalator for the first year of the contract.

North Carolina General Statute 153A-46 requires a grant, renewal, extension, or amendment of any franchise to be passed at two regular meetings of the board of commissioners before it may be adopted. As this is the first reading, no action is required at this time and the contract will be presented to the Board at the April 17, 2012 meeting for adoption.

STATE OF NORTH CAROLINA  
 COUNTY OF WATAUGA

AMBULANCE FRANCHISE AGREEMENT

THIS AMBULANCE FRANCHISE AGREEMENT (hereinafter "Agreement"). Is made and entered onto this the 1st. day of January 2010 2013 by and between WATAUGA COUNTY, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter the County'), and WATAUGA MEDICS, INC., a North Carolina corporation, (hereinafter "Franchisee").

WHEREAS, effective October 4, 1999, the Watauga County Board of Commissioners, by authority contained in NC.G.S, 153A-250, adopted Ordinance Number XXX, titled 'Watauga County Ambulance Franchise Ordinance' (hereinafter "the Ordinance") and

WHEREAS, County and Franchisee executed an Ambulance Franchise Agreement dated November 16, 2004 pursuant to the Watauga County Ambulance Franchise Ordinance, Ordinance Number XXX, pursuant to the authority granted to the County by NCGS 153-250; and

WHEREAS, pursuant to said Ordinance, the County issued a Request For Proposal (hereinafter "the RFP") soliciting bids and specifying certain minimum conditions of any franchise to be issued pursuant thereto; and

WHEREAS, Craig J. Sullivan on behalf of Watauga Medics, Inc. submitted a written bid entitled 'Bid Proposal' for 'Watauga County Ambulance Service' (hereinafter the Bid") pursuant to said RFP; and

WHEREAS, the County, at its November 1, 2004 meeting resolved to accept the Bid Option 3-1 contained in said bid, to wit: that the bidder will provide service (as further specified below) with the County to provide an annual subsidy of as set forth below in monthly installment;

~~WHEREAS, an issue has arisen between County and Franchisee as to the interpretation of the subsidy payments to be paid by the County to Franchisee as provided in section 30 of the Agreement; and~~

WHEREAS; at the February 20, 2007 meeting of the Watauga County Board of County Commissioners, the County agreed to amend the agreement to clarify and restated the subsidy payment that were paid or are to be paid pursuant to the Agreement; and

WHEREAS, the parties have discussed an extension of the Agreement between the County and Franchisee in an effort to lock-in costs to the County and allow for the Franchisee to expand his operations to improve services in Watauga County;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth below, the County and the Franchisee agree as follows:

1. The County does hereby grant unto Franchisee a non-exclusive franchise for the operation of an ambulance service for the provision of emergency and non-emergency medical transport services, in accordance with the Ordinance, the RFP, the bid and this Agreement for a period of ~~five~~ **seven** years.
2. This franchise may not be sold, assigned or transferred nor may it in any way vest in any person, firm or corporation, other than the Franchisee and any such sale, transfer or assignment shall cause this franchise to terminate immediately, at the opinion of Watauga County.
3. Any change in legal or equitable ownership of Franchisee its corporate shares, or any of its equipment shall immediately terminate the Franchise, at the option of Watauga County.
4. The initial term of the Franchise shall be from 12:00 AM. on January 1, ~~2010~~ **2013** and through and including the 31st day of December, ~~2014~~ **2019** Either party, for any reason, may with or without cause terminate this agreement and the Franchise upon one hundred eighty (180) calendar days written notice to the other party, unless sooner terminated for reasons set forth in the Ordinance or by agreement of the parties hereto.
5. At the end of the aforesaid term, unless the parties agree otherwise in writing or either party has given notice of termination as aforesaid, the Franchise and all of the terms of this Agreement (subject to any amendments as may be entered into) shall be automatically renewed for continuing one year terms.
6. The Franchise shall provide all personnel, vehicles, supplies and equipment to provide all emergency and non-emergency ambulance service necessary in all parts of Watauga County on a 24 hour per day, 7 day per week basis, at not less than an EMT-Paramedic level of service (except so long as an agreement for such acceptable to the County is in place, the Franchise may provide ambulance service to the Flat Springs area of Avery County in exchange for Avery County's providing pursuant to agreement with Franchise ambulance service to the Town of Beech Mountain in Watauga County). Each ambulance of the Franchisee shall be available to render assistance to all portions of Watauga County.
7. Franchisee shall keep two (2) two-wheel drive ambulances and two (2) four-wheel drive ambulances fully equipped, licensed and available for emergency and non-emergency service at all times, subject to routine maintenance down time. Franchisee shall keep two of the ambulances manned and available on a 24 hour per day, 7 day per week basis and a third ambulance manned and available nine hours per day, Monday through Saturday, six (6) days per week. Not less than two (2) ambulances will be kept within the County at all times for services pursuant to this Agreement, one of which will be manned and the other of which will be manned or will have personnel on call for immediate service. Each ambulance necessary to meet the foregoing requirements shall have less than 50,000 miles on it at the time initially put in service by Franchisee. The Franchisee will immediately notify the county in writing of any additions or deletions to its inventory of operational ambulances. Franchise shall employ a fourth ambulance and



crew to work seven days per week, twelve hours per day. In addition new service for Watauga County, and the Franchisee shall strive not to place or dispatch said fourth crew for service outside the territorial jurisdiction of Watauga County except for emergency transports, when any of Franchisee's other crew is away on a routine transport. As of July 1, 2005 Franchisee will provide an additional on call crew to respond to out of county emergency transports between the hours of 8:00pm and 8:00am seven (7) days per week.

8. The Franchisee shall maintain not less than two (2) bases, the first of which will be provided by the County as set forth below. The Franchisee must bear all responsibility for finding other station(s) and the costs associated with acquiring, equipping, and maintaining such.

9. Franchisee's first base of operations will be located at the facilities owned by the County at 921 West King Street, Boone, North Carolina 28607, or such other location as may be provided by the County. The County will make available, at no charge to Franchisee, said the facilities currently located at 921 West King Street, Boone, North Carolina 28607, specifically consisting of 5,263 square feet, including a garage, offices, sleeping area and a training room. The County shall provide property and casualty hazard insurance for the structure at said location. The Franchisee must bear all utilities, maintenance, medical supplies, equipment and other necessary expenses associated with said facilities provided by the County. Franchisee's obligation to provide maintenance to the structure shall be limited to repairs of ordinary wear and tear to the reasonable satisfaction of the County. Franchisee's two propane heaters and the lift located in the bay area of the building shall remain the property of Franchisee, so long as Franchisee repairs any damage to the building caused by their removal.

10. The Franchisee shall maintain a second base to be initially-located at 231 Deerfield Road, 133 Longvue Dr. Boone, North Carolina and the Franchisee shall be solely responsible for providing all things necessary for operation of the service at the second base, including but not limited to the building, utilities, maintenance, medical supplies, equipment and necessary operational expenses associated with the facilities.

11. Each ambulance used by Franchisee must be in compliance with all applicable Federal, State, and local laws relating to personnel, health, safety, equipment, vehicle design, and sanitation. Franchisee shall keep the County provided with a copy of the current State certification for each ambulance owned or operated by Franchisee.

12. The Franchisee shall be responsible for all future capital purchase and all operational, including (but not limited to) salaries, employee benefits and expenses, insurance, mobile operational costs, and all other fees, expenses, and charges necessary to remain in compliance with the County's ordinance and the franchise granted to the Franchisee.

13. The Franchisee shall provide the county with a list of all of its equipment which is in service, on not less than an annual basis, and the Franchisee shall assure that all of its equipment in use will be removed from service once it becomes obsolete or needs to be replaced due to normal wear and tear.

14. Each ambulance of Franchisee shall be equipped with an eight (8) channel VHF radio. Frequencies shall be assigned by the Communications Center designated by the County. Franchisee shall relay all ambulance movements to the Communications Center designated by the County, via two-way radio.

15. The Franchisee shall assure that its EMS personnel have access to operational Franchisee-issued pagers, **or other communication devices along with accurate phone lists are on file to notify said personnel if the** and that adequate numbers of said personnel remain available to respond when the regular squads of the Franchisee are unable to handle the volume of calls that may come in from time from time.

**Comment [C1]:** This is a little outdated and I do still issue radios/pagers to some but cell phones are our main way of calling pple in!

16. The Franchisee shall at all times meet the following performance standards:

- a. The average response time for an ambulance, calculated on a Monthly basis, shall not exceed ten minutes.
- b. The Franchisee shall place no required ambulance in service for initial operation that has more than 50,000 miles.

17. The Franchisee shall not allow any paramedic to practice in Watauga County until he or she has passed an oral examination given by a panel of the Medical Director and unless he or she holds current certifications in advanced training courses specified by the Medical Director. It will be the responsibility of the Franchisee to coordinate with ~~the Watauga Medical Center and~~ Watauga County to ensure a qualified Medical Director remains active in the system.

**Comment [C2]:** State law changed in 2002 and 2009 that removed the "sponser Hospital" term completely see: **10A NCAC 13P.0401 COMPONENTS OF MEDICAL OVERSIGHT FOR EMS SYSTEMS**

18. The Franchisee shall enter into and assure the existence of mutual aid agreements with ambulance services in counties adjoining Watauga County to provide assistance in the event of disaster or other special need, said agreements to be at the sole expense of the Franchisee. Additionally, the Franchisee shall implement and keep in place a Reserve Program, creating a county-wide manpower bank to be available in the event of a disaster or other special need. **All training will be open to** Reserves and any other ~~Said Reserve Program shall be open to all~~ individuals with NC Basic EMT Certification, or higher, who also meet Franchisees other reasonably developed standards. The Franchisee ~~shall provide a training and~~ make all reasonable efforts to provide "ride time" to said reserves, to keep their skills current.

19. Franchisee shall enter into mutual aid agreements to have and make available assistance of and to all volunteer rescue squads in the County when requested by the County, the Franchisee or the volunteer rescue squads.

20. The Franchisee shall make its resources available to Watauga County Emergency Management Office during its emergency activities, and during any declared State of Emergency shall work in conjunction with the Emergency Operations Center.

21. The Franchisee shall oversee a First Responder program, which the Franchisee **will assist the local fire departments with the needs of the program shall assure is kept in place.** The Franchisee **shall assist in the development and implementation of** operating guidelines for the program, and shall restock the supplies (not to include capital equipment or any drugs such as epi pens) used in the services of the First Responder. Further, the Franchisee shall coordinate continuing education requests and other training for all First Responders, as appropriate, ~~but not to necessarily include the education or training necessary for certification or recertification.~~ All of the foregoing shall be provided to the program and First Responders at no cost to the First Responders or their sponsoring agency or agencies, all with no additional cost to the County.

22. The Franchisee shall operate on a fee for services basis, and shall only issue the following charges (when incurred) at the following rates, which are hereby approved by the County:

A.	Rates for BLS calls:	\$300.00
B.	Rates for ALS calls: (non-emergency)	\$350.00
	(Emergency)	\$385.00
	ALS II:	\$550.00
C.	Charge per mile:	<del>\$8.25</del> <b>\$8.50</b>
D.	Waiting time per hour (after first hour)	\$25.00
E.	No transport calls:	

**Comment [C3]:** This is keeping with the current Medicare allowable mileage rates.

A charge of \$50.00 is authorized for no transport calls when Franchisee responds to assist patients who just need assistance or patients who have initiated a 911 call and have changed their mind once Franchisee arrived. No charge under this subsection may be assessed when a 911 call is made by a bystander without the request of the injured party.

No other fees, expenses, or charges may be made without prior Resolution of the County's Board of Commissioners approving such.

23. The Franchisee shall be responsible for billing and collection of its fees, charges and expenses. The Franchisee must submit for payment from, third party payers and accept assignment of Medicare and Medicaid Franchisee shall maintain accurate records of its charges and reimbursements from Medicare and other sources of all charges pursuant to the foregoing authorized increases, and shall compile and maintain such information in a form useful to the County, which information shall be shared from time to time with the County, as the County may desire.

24. Franchisee shall maintain all records required by Sect XII of the Ordinance and shall submit to the County by the 15<sup>th</sup> of the month following each quarter a data sheet containing all of the information specified in subsection f of said Section of the Ordinance The Franchisee shall submit an annual report containing all of the information required by said Section and further specified by subsection g of said Section by the 15<sup>th</sup> day of the month following the last quarter of each year. The Franchisee shall maintain the aforesaid records in an organized fashion, and allow the county full access to said information as the County deems appropriate. By the 15<sup>th</sup> of May of each year, the Franchisee shall submit to the County manager a budget of how it intends to spend the County's funds in the upcoming fiscal year, and within ninety (90) days of the end of the Franchisee's fiscal year, the Franchisee shall furnish the County a full and complete certified audit of Franchisee's operations conducting by a CPA in accordance with generally accepted auditing standards of Franchises's operations, which shall include a fully audited financial statement of the Franchisee. The Franchisees fiscal year shall be from 1 January to 31 December of each year.

25. Each year, Franchisee shall provide the County a detailed explanation of its billing policies, sufficient to allow County to fully understand the billing methods and practices of the Franchisee.

26. Franchisee shall fully allow the County to inspect all records, premises and equipment of the Franchisee at any time in order to confirm and insure compliance with the ordinance and the franchise granted herein.

27. In providing ambulance service as described herein the Franchisee shall comply with all laws of the United States, the State of North Carolina and the County of Watauga, including rules and regulations promulgated by the Medical Care Commission and the NC Medical Board, and resolutions and ordinances of the Watauga County Board of Commissioners. Further, the Franchisee shall abide by all applicable US and North Carolina Labor laws, including, but not limited to, Occupational Safety and Health regulations, Fair Labor Standards Act and the Americans with Disabilities Act and regulations pursuant thereto. The County shall have the right to inspect all records pertaining to these labor laws and ensure compliance by the Franchisee. The Franchisee shall maintain records on all employee training conducted pursuant to Occupational Safety and Health regulations and shall make these available to the County upon request

28. Franchisee shall maintain in place an escrow account, a surety bond, an irrevocable letter of credit, or other guarantee or undertaking satisfactory to the County attorney, in an amount equal to the amount of the contract subsidy applicable to any one hundred eighty (180) day period following the date such obligation may arise to assure payment to the County for any liability of the Franchisee to the County arising out of this Agreement, of the Ordinance, or of Franchisee's operation, and to pay for any substitute performance the County may cause to be provided upon Franchisees default in performance hereunder or under the Ordinance.

29. The Franchisee agrees and acknowledges that the above-referenced facilities of the County located at 921 West King Street, Boone, North Carolina are fully adequate facilities for the housing of their base operation at said location.

30. For the period of this agreement, the County shall prepay to Franchisee an annual subsidy in monthly installments as follows:

**Jan. 1, 2013-Dec. 31, 2013: \$789,118.13**

**Jan. 1, 2014-Dec. 31, 2014 \$789,118.13 + CPI adjustment**

**Jan. 1, 2015-Dec. 31, 2015 Previous Years amount + CPI adjustment**

**Jan. 1, 2016-Dec. 31, 2016 Previous Years amount + CPI adjustment**

**Jan. 1, 2017-Dec. 31, 2017 Previous Years amount + CPI adjustment**

**Jan. 1, 2018-Dec. 31, 2018 Previous Years amount + CPI adjustment**

**Jan. 1, 2019-Dec. 31, 2019 Previous Years amount + CPI adjustment**

(this amount to be adjusted by the CPI as explained below. Each year there after the previous years amount will be adjusted as explained below.

On each January 1, commencing on January 1, ~~2010~~ **2014** the agreed-upon county subsidy shall be adjusted and revised as follows:

- a. 60 percent of the adjustment shall reflect the annual increase or decrease of the Consumer Price Index (CPI), South Urban Size ~~Ð~~ **C**, as published by the US Department of Labor, Bureau of Labor Statistics.
- b. 20 percent of the adjustment shall reflect the annual increase or decrease of the CPI, Medical Care Services as published by the US Department of Labor, Bureau of Labor Statistics.
- c. 20 percent of the adjustment shall reflect the annual increase or decrease of the CPI, Transportation, as published by the US Department of Labor, Bureau of Labor Statistics.

In the event the CPI components produce a negative adjustment once totaled The Subsidy amount will not be adjusted. In the event the CPI components produce a percentage greater than 6% the annual increase will be 6% plus on-half (50%) of the amount over 6% up to 10% (For Example, if the CPI escalator is computed at 7.4% the annual increase would be 6.7% or  $6\% + .50 \times 1.4 = 6.7$ ). Any amount over 10% will not be considered for adjustment ie the maximum adjustment will be 8%. Or  $6\% + .50 \times 4\% = 8\%$ ).

31. The County will calculate the adjustment based upon the most recent November annual report of Franchisee as compared to the report of the previous November. (For example, the January 1, ~~2010~~, **2014** adjustment will reflect the CPI changes between November ~~2008~~ **2012** and November ~~2009~~ **2013**.)

32. Franchisee shall at all times during the existence of the Franchise, keep In full force and effect the insurance coverage as required by Section X of the Ordinance entitled "Insurance" and all insurance required by law, including liability insurance on its vehicles and workers' compensation coverage for its personnel. Franchisee shall provide proof of coverage to the county and to assure that each insurance policy contains provisions that assure that the County receives at least 90 days prior notice from each carrier of any lapses, cancellations, denials, changes or limitations in coverage. The County shall be shown as an additional insured on all of Franchisee's liability insurance.

33. The Franchisee shall indemnify and hold harmless the County and its officers and employees from and against all suits, actions, liability, claims, demands, judgments, recoveries or expenses, including court costs and attorney's fees, against or incurred by the County on account of or in any way connected with or arising from any claim of injury, loss or damage which arises out of or is in any manner connected with Franchisee's operations; including, but not limited to any claim or injury, loss or damage, suit, action, liability, claim, demand, judgment, recovery, or expense caused or alleged to be caused in whole or in part by any negligent act, omission, error, professional error, mistake, accident or other fault of the Franchisee, any subcontractor of the Franchisee, or an officer, employee or agent of the Franchisee.

34. Franchisee is to provide ambulance service as an independent contractor and neither Franchisee nor any of its personnel shall be an employee, agent or representative of the County in any way.

35. The Franchisee and its agents, contractors and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion or disability in any policy or practice and Franchisee shall assure that any agreements or practices it enters into or engages in expressly provide for such nondiscrimination.

36. This Agreement is entered into pursuant to the RFP which Franchisee acknowledges; to the Ordinance and all amendments as may be made thereto, which Franchisee is and will remain familiar with and agrees to fully abide by; to the bid by Watauga Medics, Inc., and to the County's resolutions of November 1, 2004 accepting said bid. Except to the extent this Agreement imposes standards above the minimum standards specified in the Ordinance, in the event of any inconsistency among or between the foregoing, the Ordinance shall control and as between this Agreement and the RFP, the Bid, and the Resolution, this Agreement shall control, but all of the terms of the aforesaid documents not inconsistent with the other documents shall remain in and have full force and effect,

37. Should any portion of this Agreement be ruled or determined invalid, such invalidity shall not effect the enforceability of the remaining portions hereof. This

Agreement shall not be amended or modified except in writing, signed by all parties hereto, with the County's consent to such modification to be only by prior resolution of its Board of Commissioner

IN TESTIMONY WHEREOF, the said parties hereto have hereunto caused this instrument to be signed in their names by their duly authorized officers.

WATAUGA COUNTY

by: *Jamison Dealif*  
Chairman – Watauga County  
Board of Commissioners

WATAUGA MEDICS INC.

by: *Craig Sullivan*  
President

Attest: *Ainda J. Fogle*  
Clerk to the Board

*Pamela S. Palmer*  
Corporate Secretary

(SEAL)

(SEAL)

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

*Doris Isaacs*  
Doris Isaacs  
Watauga County Finance Officer

db\watauga county\watauga medics\modified ambulance franchisee agreement(2)

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## **AGENDA ITEM 5:**

### **MAINTENANCE MATTERS**

#### ***A. Presentation of Lighting Upgrade Proposal***

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

Mr. Patrick Morgan representing 2<sup>nd</sup> Power, Inc., will present the Board with an opportunity to upgrade existing lighting fixtures at the Human Services parking lot with LED solar powered fixtures. Fifteen fixtures will be converted at a total cost of \$19,995. Mr. Marsh recommends that if the Board is interested, that an RFP be sent out to receive competitive pricing. Staff has concerns as to whether or not the life expectancy of the solar fixtures will be long enough to see a return on investment and the potential for the units to not have enough sunlight/backup power to provide service.

Staff requests direction from the Board.

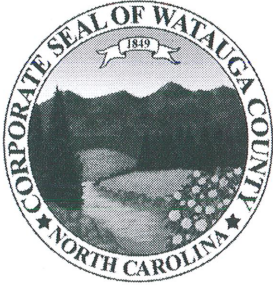


4-3-2012

040312 BCC Meeting

**E-MAILED**  
3/14/12 1:05 pm

to Deron, Anita, Robert



**WATAUGA COUNTY  
MAINTENANCE DEPARTMENT**

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

Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RJM*

SUBJECT: Lighting Upgrade

DATE: March 14, 2012

Mr. Patrick Morgan with 2<sup>nd</sup> Power, Inc., has requested an opportunity to make a presentation to the Board of Commissioners concerning the opportunity to upgrade our existing parking lot lighting fixtures to energy efficient LED solar powered lighting fixtures. Mr. Morgan proposes to convert fifteen fixtures at the Human Services Center for a total price of \$19,995.

If the Board chooses to upgrade the light fixtures, I will prepare a RFP to seek competitive pricing for this project. This is an unfunded request.

Thank you.





130 Poplar Grove Ext.  
Suite 12  
Boone, NC 28607  
828-719-9303  
www.2ndpower.net

December 1, 2011

Watauga County Commissioners  
842 West King Street  
Boone, NC 28607

Re: Sales quote for 15 Solar Powered Parking Lot Lights

Dear Watauga County Commissioners:

Enclosed please find the sales quote for 15 solar powered area lights for use in parking lots in Watauga County.

We thank you for the opportunity to provide Watauga County with solar powered LED lights to replace the current standard lights. By switching to solar powered lights, the county will see immediate savings in the electricity consumption. More importantly, solar powered lights are renewable and do not require any fossil fuel to provide light.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James R. Stoudt', is written over a blue horizontal line.

James R. Stoudt  
Owner/President  
2<sup>nd</sup> Power, Inc.

Encl: Sales Quote for 15 lights



2<sup>nd</sup> Power, Inc. is a locally owned company operating from the Appalachian Enterprise Center.

Our solar powered LED lights include, North Carolina based, Cree LED components. The XLamp XM-L is the industry's brightest, highest-performance lighting-class LED, now available in the full spectrum of white. With breakthrough light output and efficacy, XM-L is designed for very high-lumen applications such as high-bay, indoor commercial or roadway lighting.

XLamp XM-L LEDs offer the unique combination of very high efficacy at very high drive currents, providing a 20% efficiency gain over the XLamp XP-G LED at the same current. With this available efficacy, XM-L can lower total system cost by reducing the number of LEDs and optics in the system.

Excellent Color Rendering Index- HPS lamps produce more raw lumens but since they produce mostly yellow light the contrast is poor and so is visibility. Far fewer, well directed lumens from an LED lamp can do the job of a bigger HPS light.

LED usage gains benefits of lower energy consumption (none with a solar application), true light illumination, longer life with less maintenance and less dark spot thus improving security. The use of direct distributive power (that at the point of need) instead of off-site decreases overall consumption and increases efficiency.

Example of before and after of LED upfit



Per Todd Miller, Electrical Inspector for the Town of Boone, the light heads are not required to be UL Certified because they are standalone units, not connected to the power grid. The only requirement would be to insure the terminated service is properly grounded.

## Watauga County

Estimated cost savings and return on investment

15 Lights heads installed  
 \$0.08 kWh price for electricity (Increased January 24, 2012)  
 10 Average hours of daily usage

250W MH @ 295W		Solar LED	
	2950	W/day	0
	2.95	kWh/day	0
	1076.75	kWh/yr. each	0
	16151.25	total kWh/yr.	0
15.90%	\$1,551.83	yearly energy cost	0
	\$213	lamp/ballast/labor	\$350 battery replacement(5 yr.)
	\$1,764.83	Total	\$19,995
	\$24,178.15	Life of LED lamp (13.7)	\$20,345

16% ROI  
 \$3,833.15 Estimated Savings  
 11.5 yr. payback estimated

### Environmental Benefits:

CO2 Emissions Reduction	21,186 lbs.
Car Removal Equivalent	1.85 cars
Tree Planting Equivalent	4.07 acres of trees

\*\*Does not include electricity cost increases over the life of the lamps.

\*\* All information is deemed reliable but can't not be guaranteed  
 to produce the exact result to exemplified.



Hydroforce, Inc.  
1615 Columbus Street Southwest  
Lenoir NC 28645

Watauga County Board of Commissioners  
814 W. King Street, Suite 205  
Boone, NC 28607

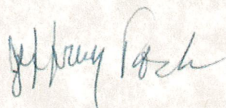
December 6, 2011

To Whom It May Concern,

My name is Jeffrey Rocks and I am the President and Owner of Hydroforce, Inc. an original equipment manufacturer and sales organization located in Lenoir, NC since 1985. We produce and distribute heavy construction equipment and energy management technology. Hydroforce, Inc. has developed and completed industrial/commercial infrastructure construction projects both domestically and internationally. Recently we examined the LED Area Light produced by 2ND POWER; an OEM located at 130 Poplar Grove, Extension #12 in Boone NC. Hydroforce, Inc. has a potential use for this Area Light in our projects domestically and internationally.

We found the 2ND POWER Area Light to be a unique product, well conceived in its utilization of advanced solar power, LED and energy storage technologies. The light is a low maintenance and low power consumption LED product with its own self contained electronic power management and long lasting high output LED units. 2ND POWER components for the Area Light are readily available and the engineering design and production specifications have been executed with quality manufacturing techniques and processes. I believe the design and construction of this product will provide a durable and reliable lighting product producing years of trouble free service.

Sincerely,



Jeffrey Rocks







## Equipment & Service Sales Agreement

This Sales Agreement ("Agreement") is entered into by and between 2<sup>nd</sup> Power ("Company") and the Purchaser as stated in the attached Sales Order ("Purchaser").

1. Sale of Equipment and related Service. Purchaser hereby agrees to purchase from Company the equipment and related Services (the "Equipment") set forth in the attached Sales Order.
2. Price. The price and terms of payment for the Equipment is as set forth in the attached Sales Order. Any amounts payable by Purchaser hereunder which remain unpaid after the due date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.
3. Delivery. Company shall use its reasonable efforts to deliver the Equipment to Purchaser on the delivery date set forth in the attached Sales Order. Delivery shall be made F.O.B. shipping point whether the Company's offices in Boone NC or OEM facility for the respective equipment set forth in the attached Sales Order. If the delivery is not made within two (2) days of the scheduled delivery date, other than because of the fault of Purchaser or by force majeure (as set forth in Section 9(m)), Purchaser may cancel its purchase of the Equipment. All transportation, shipping and handling charges shall be paid by Purchaser. Purchaser bears all risk of loss or damage to the Equipment.
4. Operation of the Equipment. Purchaser shall be responsible for operation of the Equipment. Purchaser shall operate the Equipment in a reasonably competent manner and in compliance with the OEM specifications and operations manual for the Equipment. Purchaser shall comply with all applicable rules, laws, and regulations in connection with operation of the Equipment. Purchaser shall not use the equipment in any manner that could threaten the life or safety of any persons.
5. Infringement Indemnity. Company will defend and indemnify Purchaser against a claim that the Equipment infringes a United States copyright or patent, provided that:
  - (a) Purchaser notifies Company in writing within 30 days of the claim;
  - (b) Company has sole control of the defense and all related settlement negotiations;
  - (c) Purchaser provides Company with the assistance, information and authority necessary to perform Company's obligations under this Section.
 Reasonable out-of-pocket expenses incurred by Purchaser in providing such assistance will be reimbursed by Company. Company shall have no liability for any claim of infringement based on use of Equipment altered by Purchaser. In the event the Equipment is held or is believed by Company to infringe, Company shall have the option, at its expense, to
  - (a) modify the Equipment to be non-infringing;
  - (b) obtain for Purchaser a license to continue using the Equipment; or



(c) refund the fees paid for the Equipment. This Section 5 states Company's entire liability and Purchaser's exclusive remedy for infringement, misappropriation or related claims.

#### 6. Disclaimers and Warranty.

- (a) Company warrants to the original purchaser of equipment that for the warranty period "as defined below", the equipment will be free from material defects and materials workmanship. The foregoing warranty is subject to the proper installation, operation and maintenance of the equipment in accordance with installation instructions in the operating manual supplied to Customer. Warranty claims must be made by Customer in writing within sixty (60) days of the manifestation of the problem. Company's sole obligation under the foregoing warranty is, at Company's option, to repair, replace or correct any such defect that was present at the time of delivery, or to remove the equipment and to refund the purchase price to customer.
- (b) The "Warranty Period" begins on the date the equipment is delivered and continues for five (5) years.
- (c) Any repairs under this warranty must be conducted by an authorized Company service representative.
- (d) Excluded from the warranty are problems due to accidents, misuse, misapplication, storage damage, negligence, or modification to the equipment or its components.
- (e) Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the equipment except as set forth herein.
- (f) THE INDEMNITY IN SECTION 5 AND WARRANTY IN SECTION "6a" ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER INDEMNITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Nondisclosure. By virtue of this Agreement, Purchaser may have access to information that is confidential to Company ("Confidential Information"). Confidential Information shall include, but not be limited to, the terms and pricing under this Agreement, the technical and other specifications for the Equipment and all information clearly identified as confidential. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of Purchaser; (b) was in the Purchaser's lawful possession prior to the disclosure and had not been obtained by Purchaser either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the Purchaser by a third party without restriction on disclosure; (d) is independently developed by Purchaser. Purchaser agrees to hold Confidential Information in confidence during the term of this Agreement and for a period of five years after termination of this Agreement. Purchaser agrees, that unless required by law, it shall not make Confidential Information available in any form to any third party or to use Confidential Information for any purpose other than the implementation of this Agreement. Purchaser agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, representatives or agents in violation of the terms of this Agreement.

8. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY PURCHASER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE EQUIPMENT. THE



PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN COMPANY AND PURCHASER. COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

9. Miscellaneous.

(a) This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of North Carolina (exclusive of conflict of laws principles), and shall be deemed to be executed in Boone, North Carolina.

(b) Any legal action or proceeding relating to this Agreement shall be instituted solely in a state or federal court in Boone, North Carolina. Company and Purchaser agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

(c) All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail or by fax to the address listed below.

2<sup>nd</sup> Power Inc.  
130 Poplar Grove Connector  
Suite #12  
Boone, NC 28607  
828-865-2797

(d) Prices for Equipment specified herein are exclusive of all city, state and federal taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Purchaser agrees to pay such taxes directly or to reimburse Company for all such taxes, whether imposed on Purchaser required to be collected by Company, or imposed on Equipment or on Purchaser in connection with this sale. Wherever applicable, such tax or taxes shall be added to the invoice as a separate charge on invoiced separately. Purchaser agrees to pay all personal property taxes that may be levied against Equipment after the date of delivery.

(e) To secure payment and performance of all Purchaser's obligations hereunder, Company hereby retains title to Equipment and a security interest therein until payment in full and performance by Purchaser of all said obligations. When requested by Company, Purchaser shall duly acknowledge this Agreement, and execute, acknowledge and deliver to Purchaser, in Company's usual form, a supplement hereto, security agreement, financing statement and other appropriate instruments to constitute Equipment as the unencumbered security for the obligations of Purchaser hereunder, or to enable Company to comply with all applicable filing or recording laws.

(f) In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

(g) The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Company's proprietary rights, no action, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than one year after the cause of action has accrued.

(h) Purchaser agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that the Equipment is not (1) exported, directly or indirectly, in violation of Export Laws; or (2) intended to be used for any purposes prohibited by the Export Laws. Purchaser agrees that the Equipment will only be used or operated in the United States and other territories approved in writing by Company.

(i) Company is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

(j) This Agreement constitutes the complete agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like, written or oral. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement shall supersede the terms in any Purchaser purchase order or other ordering document, if any.

(k) In any proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred.

(l) This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

(m) Company shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond Company's reasonable control.

(n) No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action arose, or in the case of non-payment, more than two years from the date of last payment.

(o) This Agreement is not assignable, directly or indirectly, by Purchaser.

(p) This Agreement may be executed in counterparts and by fax.

(q) Sales Order Number \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Customer Authorized signature

\_\_\_\_\_  
2<sup>ND</sup> Power, Inc. Authorized signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title



## LED Application Series:

# Outdoor Area Lighting

**LED technology is rapidly becoming competitive with high-intensity discharge light sources for outdoor area lighting. This document reviews the major design and specification concerns for outdoor area lighting, and discusses the potential for LED luminaires to save energy while providing high quality lighting for outdoor areas.**

## Introduction

Lighting of outdoor areas including streets, roadways, parking lots, and pedestrian areas is currently dominated by metal halide (MH) and high-pressure sodium (HPS) sources. These relatively energy-efficient light sources have been in use for many years and have well-understood performance characteristics. Recent advances in LED technology have resulted in a new option for outdoor area lighting, with several potential advantages over MH and HPS sources. Well-designed LED outdoor luminaires can provide the required surface illuminance using less energy and with improved uniformity, compared to HID sources. LED luminaires may also have significantly longer life (50,000 hours or more, compared to 15,000 to 35,000 hours) with better lumen maintenance. Other LED advantages include: they contain no mercury, lead, or other known disposal hazards; and they come on instantly without run-up time or restrike delay. Further, while MH and HPS technologies continue to improve incrementally, LED technology is improving very rapidly in terms of luminous efficacy, color quality, optical design, thermal management, and cost.

Current LED product quality can vary significantly among manufacturers, so due diligence is required in their proper selection and use. LED performance is highly sensitive to thermal and electrical design weaknesses that can lead to rapid lumen depreciation or premature failure. Further, long-term

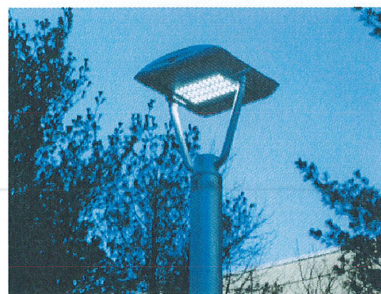
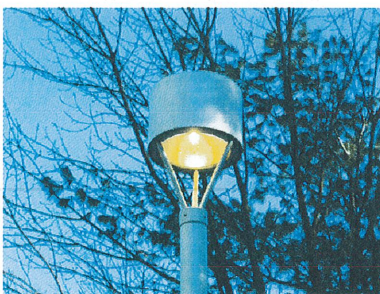


Figure 1. Several HPS fixtures (left) were replaced with LED pole-top mounted luminaires (right) to illuminate a pedestrian area at a Federal Aviation Administration facility in Atlantic City, NJ. A full report on this installation is available at [www.netl.doe.gov/ssl](http://www.netl.doe.gov/ssl).

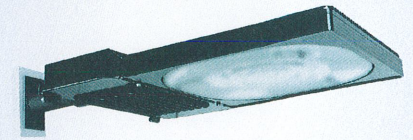
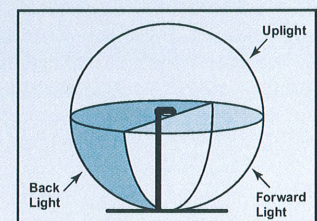


Photo Credit: GE Lighting Systems

## Terms

**LCS** – luminaire classification system for outdoor luminaires, published as an IESNA technical memorandum, TM-15-07. Addresses three zones of light distribution from outdoor area luminaires: forward light (F), backlight (B), and uplight (U).



IESNA

**Glare** – sensation produced by luminance within the visual field that is sufficiently greater than the luminance to which the eyes are adapted causing annoyance, discomfort, or loss in visual performance and visibility.

**Light trespass** – effect of light that strays from the intended purpose and becomes an annoyance, a nuisance, or a deterrent to visual performance.

**Sky glow** – the brightening of the night sky that results from the reflection of radiation (visible and non-visible), scattered from the constituents of the atmosphere (gaseous molecules, aerosols, and particulate matter), in the direction of the observer.





performance data do not exist given the early stage of the technology's development. Interested users should continue to monitor available information sources on product performance and lifetime, such as CALiPER test results and GATEWAY demonstration program reports, available on the DOE Solid State Lighting website ([www.netl.doe.gov/ssl](http://www.netl.doe.gov/ssl)).

## Design and Specification Considerations

Many issues enter into design and specification decisions for outdoor lighting. Energy efficiency is especially a priority in this application due to the long running hours and relatively high wattages typically involved. This section looks in detail at energy efficiency factors, as well as issues related to durability, color quality, life and lumen maintenance, light distribution, glare, and cost.

### Energy efficiency

Energy effectiveness encompasses luminous efficacy of the light source and appropriate power supply in lumens per watt (lm/W), optical efficiency of the luminaire (light fixture), and how well the luminaire delivers light to the target area without casting light in unintended directions. The goal is to provide the necessary illuminance in the target area, with appropriate lighting quality, for the lowest power density. One step in comparing different light source and luminaire options is to examine luminaire photometric files. Look for photometry in standard IES file format from qualified independent or qualified manufacturer-based laboratories.<sup>1</sup> The photometry should be based on an actual working product, not a prototype or computer model.

Table 1 provides photometric data for several outdoor area luminaires, to illustrate basic comparisons. Lumen output and efficacy vary greatly across different outdoor area luminaires, so these data should not be used to generalize the performance of all luminaires using the listed lamp types.

Table 1. Examples of Outdoor Area Luminaire Photometric Values			
	150W HPS	175W MH	LED
Luminaire (system) watts	183W	208W	153W
CCT	2000 K	4000 K	6000 K
CRI	22	65	75
Rated lamps lumens, initial	16000	11700	n/a
Downward luminaire efficiency	70%	81%	n/a
Downward luminaire lumens, initial	11200	9477	10200
Luminaire efficacy	61 lm/W	46 lm/W	67 lm/W

Sources. HPS and MH: published luminaire photometric (.ies) files. LED: manufacturer data.

Luminaires differ in their optical precision. Photometric reports for outdoor area luminaires typically state downward fixture efficiency, and further differentiate downward lumens as “streetside” and “houseside.” These correspond to forward light (F) and backlight (B), respectively, referenced in the Luminaire Classification System (LCS). How does luminaire photometry translate to site performance? The next step is to analyze illuminance levels provided to the target areas, both horizontal and vertical. This is done through lighting design software and actual site measurements.

Table 2 compares measured illuminance data from the recent installation of LED outdoor luminaires referenced in Figure 1, in which existing 70W HPS luminaires were replaced with new LED luminaires.<sup>2</sup> The LED luminaires installed used three arrays containing 20 LEDs each. An option using two arrays was also modeled in lighting software

<sup>1</sup> National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for LED luminaire testing is not yet available, but is in development. In the meantime, DOE has pre-qualified several independent testing laboratories for LM-79 testing.

<sup>2</sup> Kinzey, BR and MA Myer. Demonstration Assessment of Light Emitting Diode (LED) Walkway Lighting at the Federal Aviation Administration William J. Hughes Technical Center, in Atlantic City, New Jersey, March 2008. PNNL-17407. Available for download from <http://www.netl.doe.gov/ssl/techdemos.htm>.



(see Table 2, last column). Note that in this installation, the uniformity was improved by more than a factor of two with the LED luminaires. The maximum illuminance decreased and the minimum illuminance was the same or slightly higher than the HID, which led to a lower uniformity ratio. These results cannot be generalized for LEDs, but indicate a potential benefit possible with well-designed LED luminaires for outdoor area lighting.

Since HID lamps are high-intensity near-point sources, the optical design for these luminaires causes the area directly below the luminaire to have a much higher illuminance than areas farther away from the luminaire. In contrast, the smaller, multiple point-source and directional characteristics of LEDs can allow better control of the distribution, with a resulting visible improvement in uniformity. This difference is evident in Figure 2, where “hot spots” are visible under the HPS luminaires. This overlighting represents wasted energy, and may decrease visibility since it forces adaptation of the eye when looking from brighter to darker areas.

### *Durability*

Outdoor lights often become perches for birds and the debris that comes with them. The luminaire should not collect and retain dirt or water on the top side, and the optical chamber should remain clean for the LED luminaire to truly reduce maintenance. Ingress Protection (IP) ratings describe the luminaire’s resistance to dust and moisture penetration. Look for an IP rating appropriate to the conditions in which the luminaire will be used. For example, a rating of 65 indicates “dust tight, and protected from water jets from any direction.” Ask the manufacturer about the long-term reliability of gaskets and seals relative to the expected useful life of the LEDs, and make sure the manufacturer will replace the product if it fails before 5 years, similar to the warranty for an HID luminaire. A quick disconnect point between the light engine and the drivers will allow for field maintenance on the power supply. Keeping the maintenance contact points to this level reduces the opportunity for installation mishaps that create reliability issues during normal use.

	Existing 70W HPS	LED 3-array Luminaire	Optional LED 2-array Luminaire
Total power draw	97W	72W	48W
Average illuminance levels	3.54 fc	3.63 fc	2.42 fc
Maximum illuminance	7.55 fc	5.09 fc	3.40 fc
Minimum illuminance*	1.25 fc	1.90 fc	1.27 fc**
Max/Min Ratio (uniformity)	6.04:1	2.68:1	2.68:1
Energy consumption per luminaire***	425 kWh/yr	311 kWh/yr	210 kWh/yr
Energy savings per luminaire	--	114 kWh/yr (26.8%)	215 kWh/yr (50.6%)

\* Lowest measured or modeled for each luminaire. IESNA guidelines call for at least 0.5 fc.

\*\* Modeled results.

\*\*\* Energy consumption for the HPS system is based on manufacturer-rated power levels for lamps and ballasts, multiplied by 4380 hours per year. Energy consumption for the 3-bar LED unit is based on laboratory power measurements multiplied by 4380 hours per year. Energy consumption for the 2-bar unit is based on manufacturer-rated power levels multiplied by 4380 hours per year.

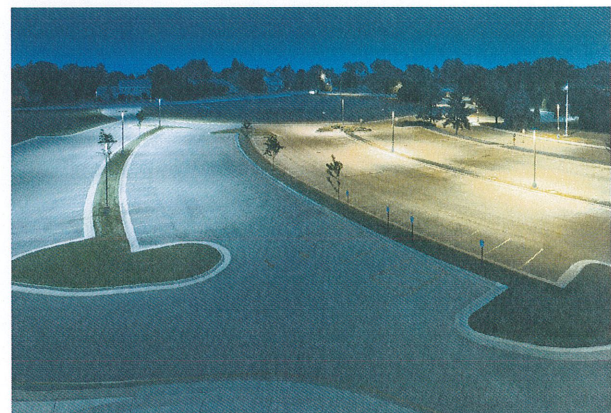


Figure 2. Installation of LED parking lot lights (left) compared to HPS lights (right) shows the difference in color appearance and distribution. Photo credit: Beta Lighting.



## Color

The most efficient white LEDs at this time emit light of 4500K to 6500K correlated color temperature (CCT). This makes them white to bluish-white in appearance. Some LED luminaire manufacturers mix LEDs of various color temperatures to reach a target CCT for the array or luminaire, balancing the highest efficacy sources with warmer LEDs. Color rendering varies according to the make, model, and CCT of the LEDs, but generally is better than HPS (usually around 22 CRI) and standard MH (around 65 CRI), but somewhat lower than ceramic MH (80 to 90 CRI). The nominal CRI for neutral (4000K to 4500K) and cool white (5000K or higher) LEDs is typically 70 to 75. In most street and area lighting applications, CRIs of 50 or higher are adequate for gross identification of color.

In addition to CCT and CRI, it is useful to see the spectral power distribution (SPD) for the light source, to evaluate relative output in each area of the visual spectrum. See Figure 3 for a comparison of several sources, including the LED luminaire cited in Table 1.

## Life and lumen maintenance

Estimating LED life is problematic because the long projected lifetimes make full life testing impractical, and because the technology continues to evolve quickly, superseding past test results. Most LED manufacturers define useful life based on the estimated time at which LED light output will depreciate to 70% of its initial rating; often the target is 50,000 hours for interior luminaires, but some outdoor luminaires are designed for much longer useful lives of 100,000 to 150,000 hours. Luminaire manufacturers typically determine the maximum drive current and LED junction temperature at which the LEDs will produce greater than 70% of initial lumens for at least the target useful life in hours. If the LEDs are driven at lower current and/or maintained at lower temperatures, useful life may be greatly increased. In general, LEDs in well-designed luminaires are less likely to fail catastrophically than to depreciate slowly over time, so it may be difficult for a utility or maintenance crew to identify when to replace the luminaire or LED arrays. In contrast, poorly-designed LED luminaires may experience rapid lumen depreciation or outright failure.

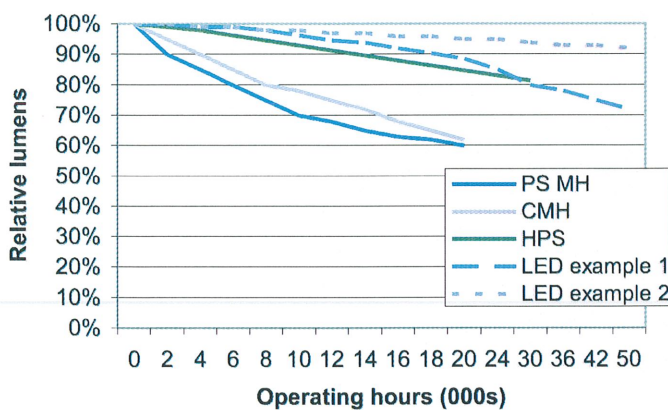


Figure 4. Typical lumen maintenance curves for HID sources, and estimated curves for LED.

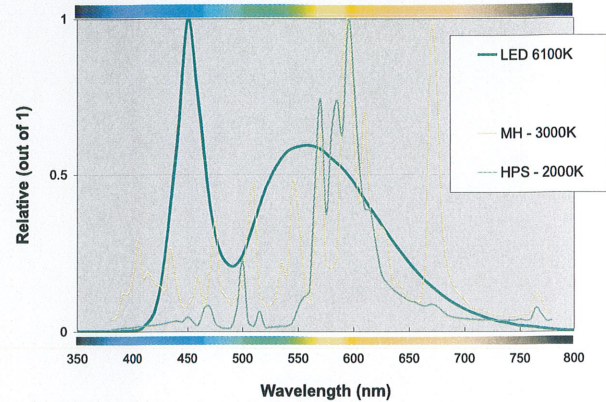


Figure 3. Comparative spectral power distributions for HPS, MH, and LED. Colors shown along top and bottom are approximations provided for reference.

Thermal management is critical to the long-term performance of the LED, since heat can degrade or destroy the longevity and light output of the LED. The temperature at the junction of the diode determines performance, so heat sinking and air flow must be designed to maintain an acceptable range of operating temperature for both the LEDs and the electronic power supply. Ask the luminaire manufacturer to provide operating temperature data at a verifiable temperature measurement point on the luminaire, and data explaining how that temperature relates to expected light output and lumen maintenance for the specific LEDs used.



All light sources experience a decrease in light output (lumen depreciation) over their operating life. To account for this, lighting designers use mean lumens, usually defined as luminous flux at 40% of rated life, instead of initial lumens. For HPS lamps, mean lumens are about 90% of initial lumens. Pulse-start MH mean lumens are about 75% of initial lumens, while ceramic MH lamps have slightly higher mean lumens, around 80% of initial lumens. See Figure 4 for typical lumen maintenance curves for these HID light sources and two example curves for LEDs: one designed for 50,000-hour useful life (LED example 1) and one designed for longer life (LED example 2).

### Light distribution and glare

LED luminaires use different optics than MH or HPS lamps because each LED is, in effect, an individual point source. Effective luminaire design exploiting the directional nature of LED light emission can translate to lower optical losses, higher luminaire efficacy, more precise cutoff of backlight and uplight, and more uniform distribution of light across the target area. Better surface illuminance uniformity and higher levels of vertical illuminance are possible with LEDs and close-coupled optics, compared to HID luminaires.

Polar plots given in photometric reports depict the pattern of light emitted through the 90° (horizontal) plane and 0° (vertical) plane. In general, look for a reduction in luminous intensity in the 70° to 90° vertical angles to avoid glare and light trespass; zero to little intensity emitted between 90° and 100°, the angles which contribute most seriously to skyglow; and much reduced light between 100° and 180° (zenith) which also contribute to skyglow. Figures 5 and 6 illustrate the forward light and uplight angles referenced in the Luminaire Classification System (LCS). Luminaires for outdoor area lighting are classified in terms of the light patterns they provide on the ground plane. Figure 7 shows IESNA outdoor fixture types classifying the distributions for spacing luminaires.

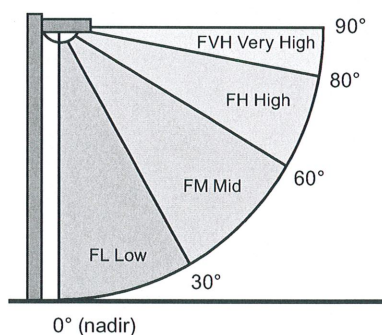


Figure 5. Section view for forward (F) solid angle. Light emitted at high and very high angles can cause discomfort and disability glare for roadway users. Used with permission of IESNA.

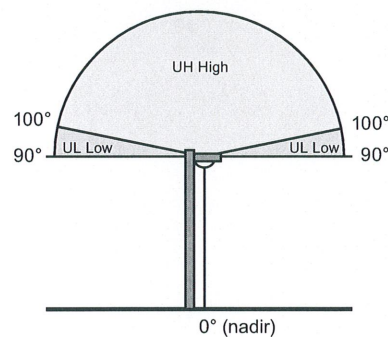


Figure 6. Section view for uplight (U) solid angle. Uplight contributes to light trespass and skyglow. Used with permission of IESNA.

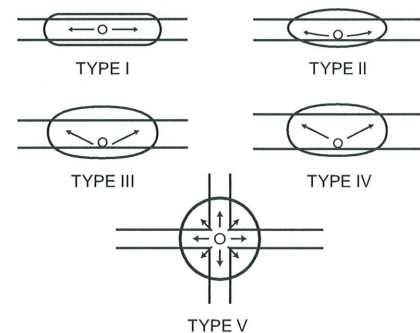


Figure 7. IESNA Outdoor lighting distribution types I - V. Used with permission of IESNA.

Follow IESNA recommendations for designing roadway and parking lot lighting rather than just designing for average illuminance on the paving surface. Illuminance alone does not consider the disabling glare that reduces visibility for the driver. For example, although an IES Type I or Type II distribution may provide the most uniform spread of illuminance with the widest pole spacing along a roadway, the angles of light that allow the very wide spacing are often the angles that subject the driver and pedestrian to disability and discomfort glare.



### Cost

As a new technology, LED luminaires currently cost more to purchase than traditional fixtures lamped with commodity-grade HPS or MH light sources. The reduction in relamping cost and potential power savings with LEDs may reduce the overall lifecycle cost. Economic evaluation of LED outdoor luminaires is highly site-specific, depending on variables including electric demand (kW) and consumption (kWh) rates, labor costs, which may be bundled in a broader maintenance contract for the site; and other options available for the site. LED outdoor lighting demonstrations documented by DOE to date have shown estimated paybacks from three years to more than 20 years, depending on the assumptions and options assessed.

In some cases, LED technology may address new requirements that change the comparison to traditional sources. For example, some jurisdictions have implemented mandatory reductions in nighttime illumination. LED luminaires can be designed with control circuits that reduce the light output by half after curfew, without affecting the uniformity of light on the street or parking lot. Compare this to a design where a single, high-wattage HID luminaire is replaced with two lower-wattage luminaires on the same pole, so that half the fixtures can be extinguished at curfew without affecting the light distribution.

### Summary

Outdoor area lighting appears to be a promising application for LED technology. New products are being introduced regularly. As with all LED products, careful information gathering and research is needed to assess quality, performance, and overall value. The checklist below is provided as a quick summary of issues addressed in this document:

- Ask for photometric test reports based on the IESNA LM-79-08 test procedure.
- Ask about warranty; 3 to 5 years is reasonable for outdoor luminaires.
- Check ingress protection (IP) ratings, and choose an appropriate rating for the intended application.
- Ask for operating temperature information and how this data relates to luminaire efficacy and lumen depreciation.
- Check color temperature for suitability in the intended application.
- Assess glare, preferably with the luminaire at intended mounting height and under typical nighttime viewing conditions, compared to incumbent technology.
- Evaluate economic payback, based on applicable energy, equipment, maintenance, and control costs for the site.

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## Parking Lot Lighting with LEDs: T.J.Maxx Plaza

CBT Development, the developer and property owner of a retail shopping center anchored by T.J.Maxx in Manchester, New Hampshire, was incurring unusually high costs for parking lot maintenance from frequent lamp replacement and determined that poor power quality was the cause.

Already preparing to replace the plaza's 25-year-old luminaires, the owner began looking for alternative lighting systems that might offer a more robust light source. During this search, the plaza architect learned about the U.S. Department of Energy GATEWAY Demonstration Program and the Commercial Building Energy Alliances (CBEA) *LED Site Lighting Performance Specification*<sup>1</sup> and contacted Pacific Northwest National Laboratory to learn more about both.

The owner was particularly interested in occupancy sensors, which would offer the additional benefit of reducing energy use when the plaza is unoccupied, while still providing enough lighting for visibility. Because occupancy sensors are rarely used in parking lots, this installation presented a unique learning opportunity of significant interest to the GATEWAY program.

1. The full CBEA specification and additional information about the specification can be found at [http://apps1.eere.energy.gov/buildings/publications/pdfs/alliances/led\\_site\\_lighting\\_spec\\_06\\_09.pdf](http://apps1.eere.energy.gov/buildings/publications/pdfs/alliances/led_site_lighting_spec_06_09.pdf).



Parking lot after installation of LED luminaires

Source: BetaLED

### Project Description

In this project, a total of 28 (twenty-two 400W [lamp rated power] high-pressure sodium and six 400W metal halide) luminaires were replaced with 25 LED luminaires (120 LEDs per luminaire) manufactured by BetaLED®, with each luminaire controlled by an integral occupancy sensor that varies operation between high and low light output settings.

### Economic Performance

The economic analysis showed that replacing the existing system with the LED product would result in cost

savings. The LED product achieved an estimated payback in this installation of about three years, due to the combination of high electricity (\$0.14/kWh) and maintenance costs incurred by the conventional products at this location. Substituting the lower national average electric rate of \$0.104/kWh and more typical maintenance rates results in a payback closer to five years. While a 58-percent reduction in energy use was achieved through use of the LED system, it was accompanied by a 47-percent reduction in average illuminance in the high-output setting. In addition, because the lighting is on for an average of 12 hours per night but the lot is estimated

#### Payback Using Actual Electric and Actual Maintenance Costs

Type	Equipment Cost	Maintenance Cost*	Annual Energy Cost	Total Savings	Payback (years)
Existing		\$11,000.08	\$8,096.69		
LED	\$47,125.00	\$1,250.00	\$2,590.77	\$15,256.00	3.09

\*Maintenance costs were estimated with a flat cost per luminaire per year that attempts to include both scheduled (i.e., relamping) and unforeseen costs.



to be empty for seven of those hours, the luminaires are operating in the low state for more than half the time. Unlike a timeclock control system, the occupancy sensors can instantly raise illumination levels when occupants are present. This flexibility is not commonly available in traditional high-intensity discharge systems.

**Illumination Results**

Although the LED luminaires produce lower light levels than the conventional system, the parking lot still meets the “basic” minimum horizontal illuminance of 0.2 footcandle (fc) recommended by the Illuminating Engineering Society of North America in RP-20-98,

*Lighting for Parking Lot Facilities.* As designed, the installed lighting systems would produce a minimum illuminance value of 0.2 fc at one point near the edge of the parking lot at the LEDs’ expected end of life.<sup>2</sup> When the lighting system is operating in the low setting and is near end of life, this value will drop below 0.2 fc, though only when the parking lot is unoccupied.

The shopping center tenants responded positively in a satisfaction survey on the LED installation. All respondents indicated that the new lighting is equal to or better than the previous installation, despite the measured drop in photopic illumination.

**Conclusions**

The LED installation at the T.J.Maxx plaza produced cost savings for both the owner and the tenants. As explained by the owner, the tenants pay utility costs proportionally, based on the square footage of their individual space, and thus have the energy savings passed directly on to them. The plaza owner realizes savings through reduced maintenance costs, which are expected to be significant. The shared savings, coupled with tenant satisfaction, makes the project a win-win for both the owner and the tenants.

2. This calculated minimum value occurs along a side driveway of the site and is not characteristic of the main parking lot. Rather, the corresponding value shown in the table reflects the minimum measured illumination found in the main lot.

**Initial Illuminance Measurements, T.J.Maxx Parking Lot**

	Measured High-Pressure Sodium Values	Measured LED Values (High Output)	Projected LED Values (Low Output)
Average	3.81 fc	2.03 fc	0.94 fc
Maximum	16.74 fc	2.94 fc	1.36 fc
Minimum	0.60 fc	1.03 fc	0.48 fc
Max/Min	27.90:1	2.85:1	2.83:1
Avg/Min	6.34:1	1.97:1	1.96:1
Std. Dev	3.51 fc	0.51 fc	0.51 fc
Coefficient of Variation	0.92	0.25	0.25

**DOE GATEWAY Demonstrations** utilize a variety of commercial and residential lighting applications to identify new SSL products that achieve three goals:

- Save energy relative to the incumbent technology;
- Match or better the existing illumination and visibility produced by the incumbent technology;
- Offer economic value to users.

This Report Brief provides a summary of a full GATEWAY Demonstration report; both are available online at [www.ssl.energy.gov/gatewaydemos.html](http://www.ssl.energy.gov/gatewaydemos.html).

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January 2011

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# PRODUCT DATASHEET

## Tina3-XM series



<b>Ordering number</b>	<b>FA11905</b>		
<b>Description</b>	<b>FA11905_Tina3-S-XM</b>		
Family	Tina3	FWHM	23 degrees
Type	Lens	Efficiency	-
LED	XM-L	cd/lm	-
Color	White	Gerber File	Available
Diameter	16.3 mm		
Height	11.5 mm		
Style	Round		
Optic Material	PMMA		
Holder Material	-		
Fastening	Pin, tape		
Status	Ready		



<b>Ordering number</b>	<b>FA11903</b>		
<b>Description</b>	<b>FA11903_Tina3-WW-XM</b>		
Family	Tina3	FWHM	56 degrees
Type	Lens	Efficiency	-
LED	XM-L	cd/lm	-
Color	White	Gerber File	Available
Diameter	16.3 mm		
Height	7 mm		
Style	Round		
Optic Material	PMMA		
Holder Material	PC		
Fastening	Pin, tape		
Status	Ready		



<b>Ordering number</b>	<b>FA11904</b>		
<b>Description</b>	<b>FA11904_Tina3-WWW-XM</b>		
Family	Tina3	FWHM	71 degrees
Type	Lens	Efficiency	94 %
LED	XM-L	cd/lm	-
Color	White	Gerber File	Available
Diameter	16.3 mm		
Height	7 mm		
Style	Round		
Optic Material	PMMA		
Holder Material	PC		
Fastening	Pin, tape		
Status	Ready		

**NOTE: The typical divergence will be changed by different color, chip size and chip position tolerance. The typical total divergence is the full angle measured where the luminous intensity is half of the peak value.**

The following report is for 1 Cree XML LED. Using the proposed 16.3mm with a 56 degree beam for a 20 foot application, times 6 LEDs in the fixture head, is 6 x a factor of 3.5 as shown on the isofotcandle plot.

**OUTDOOR PHOTOMETRIC REPORT**



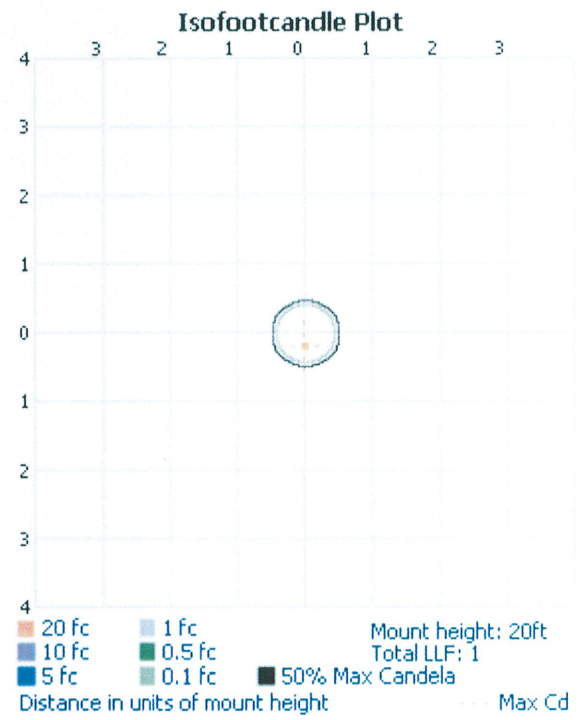
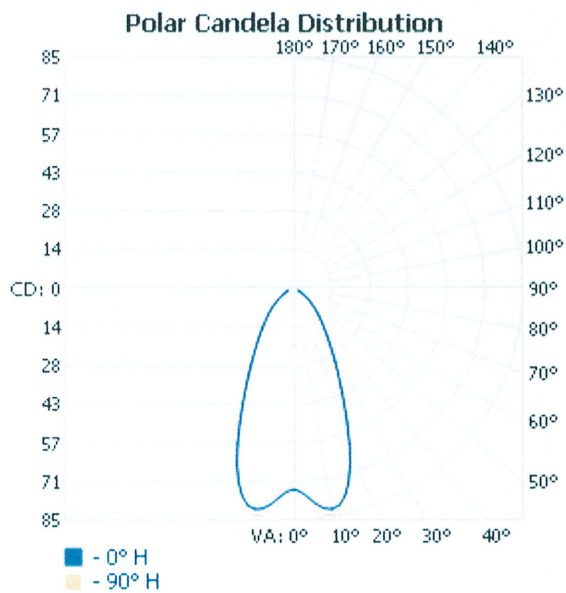
CATALOG: FA11903\_TINA3-WW-XM

MANUFACTURER: LEDIL OY/LENS\_DATA/20110520/EULUMDAT I  
 TEST #: 20110520/FA11903\_TINA3-WW-XM  
 CATALOG #: FA11903\_TINA3-WW-XM  
 LUMINAIRE: FA11903\_TINA3-WW-XM  
 LAMP: CREE XM-L  
 LAMP OUTPUT: 1 LAMP(S), RATED LUMENS/LAMP: 96.8  
 INPUT WATTAGE: 0.8  
 LUMINOUS OPENING: (L: 0", W: 0.39", H: 0")

No  
 Photo  
 Available

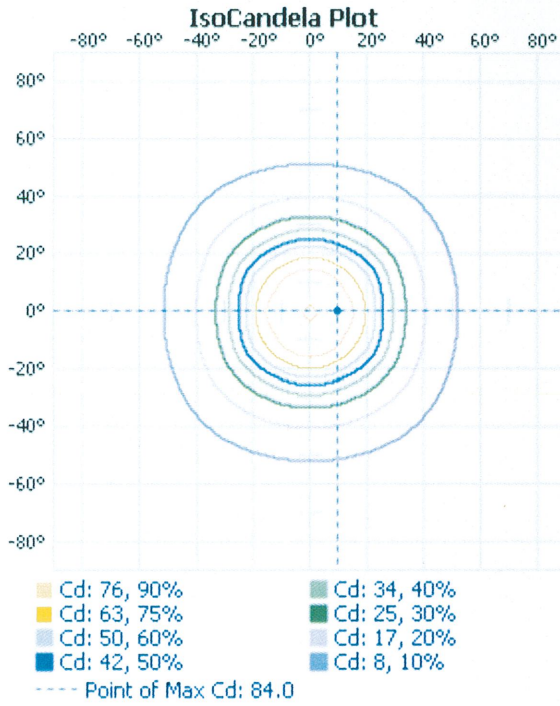
MAX CD: 84.0 AT HORIZONTAL: 90°, VERTICAL: 10°  
 CUTOFF CLASS: N/A  
 ROADWAY CLASS: VERY SHORT, TYPE I  
 EFFICIENCY: **84.7%**

SEE REPORT NOTES \*\*



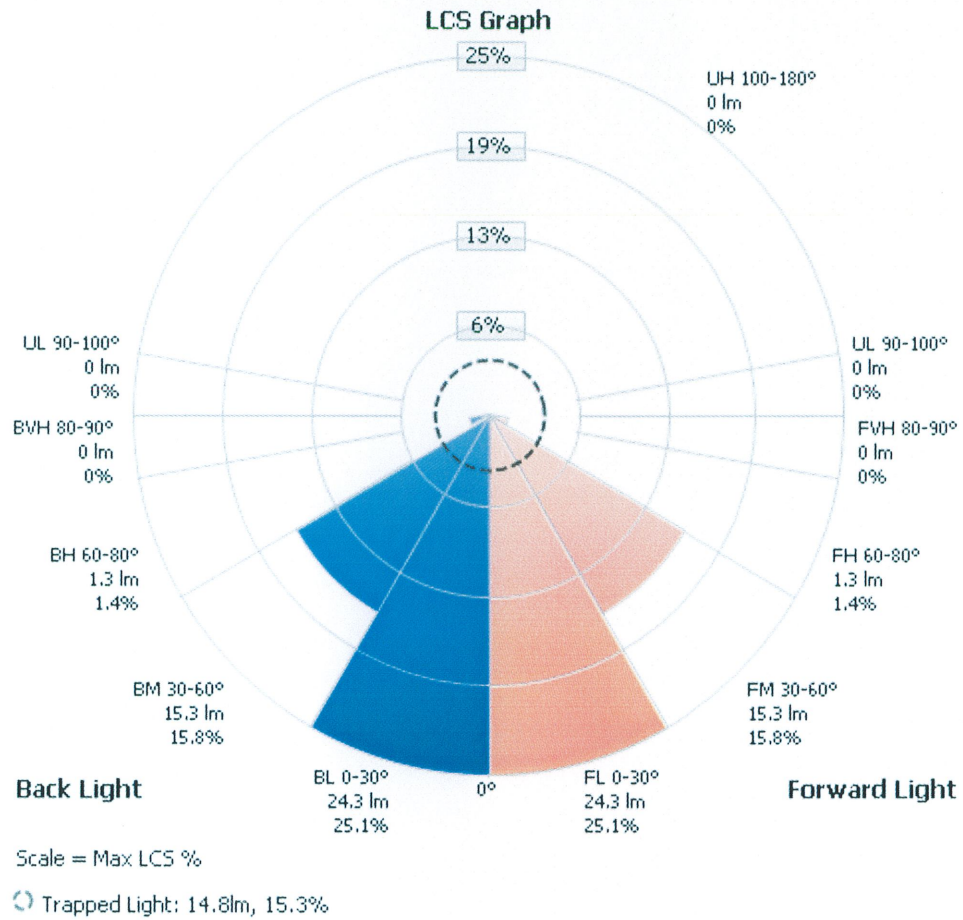
**OUTDOOR PHOTOMETRIC REPORT**

CATALOG: FA11903\_TINA3-WW-XM









**OUTDOOR PHOTOMETRIC REPORT**  
 CATALOG: FA11903\_TINA3-WW-XM



**CANDELA TABLE - TYPE C**

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\*\*FILE DOES NOT INCLUDE SUFFICIENT VERTICAL DATA TO PROPERLY CALCULATE BUG AND LCS UPLIGHT.

\*\*FILE DOES NOT INCLUDE UPPER HEMISPHERE DATA(90-180) AND HAS CD > 0 AT 90° VERTICAL.

VISUAL PHOTOMETRIC TOOL 1.2.31 COPYRIGHT 2011, ACUITY BRANDS LIGHTING  
 REPORTED DATA CALCULATED FROM MANUFACTURER'S DATA FILE, BASED ON IESNA RECOMMENDED METHODS.  
 REPORT GENERATED ON 11/23/2011, USING THE 'OUTDOOR' TEMPLATE.



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**AGENDA ITEM 5:**

**MAINTENANCE MATTERS**

***B. Bid Award Request for Paving Repairs***

**MANAGER'S COMMENTS:**

Bids were solicited for paving repairs as identified by the County's paving and repair schedule. Proposals are to remove deteriorating sections and repair and patch these areas located at the West Annex (Cooperative Extension). A final two (2) inch asphalt layer will be placed over the repaired areas and the entire existing lot. Three bids were received with Moretz Paving being the lowest bidder in the amount of \$31,340.

Adequate funds are budgeted for this project. Staff requests the Board approve the bid submitted by Moretz Paving in the amount of \$31,340.



## WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager  
FROM: Robert Marsh, Maintenance Director *RJM*  
SUBJECT: Paving Repairs  
DATE: March 14, 2012

The Maintenance Department has received bids from three asphalt paving contractors for repairing the east parking lot at the West Annex building. The contractors priced digging out the deteriorated sections of asphalt and patching those sections back with 2" of binder asphalt. In addition, a final layer of asphalt will be placed in a 2" layer over the repaired sections and existing asphalt.

I recommend the County select the low bidder, Moretz Paving, Inc. for this work. Moretz will try to complete the project by June 1, 2012.

Funds are available in the Maintenance Department budget.

### Bid Summary For West Annex Paving Repairs

Moretz Paving Zionville, NC	\$31,340
Tri-County West Jefferson, NC	\$37,730
Champion Boone, NC	\$46,320

**Moretz Paving, Inc.**

P.O. Box 270  
ZIONVILLE, NC 28698  
Phone# 828-297-5048  
Fax# 828-297-7703

040312 BOC Meeting  
**PROPOSAL AND  
ACCEPTANCE**

PROPOSAL SUBMITTED TO <i>WATAUGA Co.</i>		PHONE <i>264.1430</i>	DATE <i>3-15-12</i>
STREET <i>969 West King St.</i>		JOB NAME	
CITY, STATE AND ZIP CODE <i>BOONE, N.C. 28607</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*ATTN. ROBERT WAASST - REVISED QUOTE FROM 2-29-12*

*1) TO SAW CUT, DIG OUT REMOVE BROKEN AREAS (769 sqds) PATCH WITH 2" ASPHALT. \$ 10,870.00*

*2) TO CLEAN, APPLY FACE AND RE-SURFACE PARKING AREA WITH 2" SURFACE ASPHALT \$ 20,470.00*

*3) TO REPAIR CURB AT LOWER END OF PARKING AREA, DRAINS INTO CREEK WITH FLUME - \$ 2,400.00*

**ROCK CLAUSE**

**NOTE: NOT RESPONSIBLE FOR UNDERGROUND UTILITIES**

**NOTE: NOT RESPONSIBLE FOR SCUFFING**

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

*- SEE ABOVE -*

dollars (\$ \_\_\_\_\_ ).

Payment to be made as follows:

*- IN FULL UPON COMPLETION*

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

Authorized Signature

*Robert Stroop*

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

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_



Tri-County Paving, Inc.

**Estimate**

P.O. Box 863  
West Jefferson, NC 28694

Date	Estimate #
2/15/2012	25835

<b>Name / Address</b>
Watauga County Re: Maintenance Building 969 West King Street Boone, NC 28607 c/o: Robert Marsh

Description	Qty	Cost	Total
<p>Following is the estimate that we would like to submit for the Watauga County Maintenance Building. The scope of work will consist of the following:</p> <ol style="list-style-type: none"> <li>1. Saw cut and remove approximately 769 square yards of deteriorated asphalt and weakened stone base in the high traffic area as discussed on site.</li> <li>2. Saw cut area in lower parking area at EMS that has failed.</li> <li>3. Build the stone base to 6" of ABC stone in these areas.</li> <li>4. Condition and compact ABC stone.</li> <li>5. Pave these areas first with 2" +/- 1-19 Binder course asphalt.</li> <li>6. Resurface entire front parking lot with 2" +/- compacted surface grade asphalt.</li> <li>7. Restrip parking lot</li> </ol>		37,730.00	37,730.00
THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS QUOTE.		<b>Subtotal</b>	
		<b>Sales Tax (7.0%)</b>	
		<b>Total</b>	

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>
336-246-7244	336-846-4914	www.tricopaving@skybest.com

**Champion Paving Company, Inc.**

PO Box 3728  
 Boone NC 28607  
 Phone and Fax: 828 297-5400  
 email: championpaving@yahoo.com

**PROPOSAL**

PROPOSAL SUBMITTED TO: <b>Robert Marsh</b>	PHONE:	DATE: <b>3/14/2012</b>
STREET:	JOB NAME: <b>Watauga County</b>	
CITY, STATE, ZIP:	JOB LOCATION: <b>County Office County Jail, Parking Lot</b>	
Fax 2641473	DATE OF PLANE:	JOB PHONE:
We hereby submit specifications and estimates for:		
<b>At county office and ambulance service, saw cut and remove approx.</b>		
<b>100 square yards of cracked asphalt near bottom of parking lot.</b>		
<b>Reset base and pave back. Pave parking lot with 2 inches of asphalt</b>		<b>\$ 27,720.00</b>
<b>At county jail: this job was showed by county employee</b>		<b>+ 18,600</b>
<b>Cut out and remove 55 square yards of asphalt. Reset base and pave back. Pave with 2 inches of binder type asphalt, then cap with 1.50 inches of surface type asphalt.</b>		<b>total \$ 46,320</b>
		<b>\$ 30,160.00</b>
<b>Parking lot on back side of building to be paved next year at county office. Pave with 2 inch asphalt</b>		
		<b>\$ 25,705.00</b>
<b>**If a significant rise in the cost of fuel and/or material occurs, price may be adjusted accordingly customer will be notified of any change in price before work begins</b>		
We propose hereby to furnish materials and labor - complete in accordance with above specifications for the sum of: _____ dollars (\$)		
Payment to be made as follows: <b>Upon Completion</b>		
All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.		Authorized Signature: <b>Ronnie Hicks</b>  Note: This proposal may be withdrawn by us, if not accepted within <b>30</b> days.
<b>Acceptance of Proposal</b> - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		
Date of Acceptance:	Signature:	





**AGENDA ITEM 6:**

**PROPOSED CONTRACT BETWEEN DEPARTMENT OF SOCIAL SERVICES AND APPALCART**

**MANAGER'S COMMENTS:**

The North Carolina Department of Health and Human Services, Division of Medical Assistance has mandated that all Department of Social Services obtain a written contract from the vendors providing Non-Emergency Medicaid covered services. Failure to adopt the plan will cause the County to be out of compliance with Division of Medical Assistance requirements and lose funding for transportation services for eligible clients.

The contract includes all the requirements mandated by the Division of Medical Assistance and staff recommends the Board approve the contract as presented.



### Transportation Agreement

This Agreement, effective this 1st day of April 1, 2012, by and between AppalCART and

Agency Name: Dept. Of Social Services

Contact Person: Jim Atkinson

Address: 132 Poplar Grove Connector, Suite C, Boone, NC 28607

Phone: 828-265-8100

Fax: 828-265-7638

Email: jim.atkinson@watgov.org

Rate Per Mile: 1.40

Rate Per Hour: 0.00

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of April 1, 2012 by and between AppalCART and

DEPT. OF SOCIAL SERVICES hereinafter referred to as Dept. Of Social Services NOW, THEREFORE,

in consideration of the mutual covenants set forth herein, the AppalCART and Dept. Of Social Services agree as follows:

#### **Section 1 Purpose of Agreement**

The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County pursuant to the Watauga County Community Transportation Service Plan of December 2001, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which AppalCART will provide transportation services for Dept. Of Social Services

#### **Section 2 Adoption of Required Provisions**

This Agreement incorporates the required provisions of the North Carolina Department of Transportation AppalCART Agreement under Project Number 11-CT-007 and subsequent agreements between the North Carolina Department of Transportation and AppalCART

#### **Section 3 Scope of Work**

1. The normal hours of operation shall be between 6:00a.m. and 6:00p.m. Monday through Friday:
  - [a] AppalCART will provide regular scheduled transportation services to Dept. Of Social Services as may be mutually agreed upon.
  - [b] Dept. Of Social Services shall notify AppalCART at least one [ 1 ] business day in advance of any revisions in scheduling, or of any additions or deletions of passengers. Failure to provide this notification of changes or cancellations may result in being billed for the services scheduled, unless adverse weather is the cause
  - [c] Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three [3] days notice is given
  - [d] Scheduling and routing of the AppalCART vehicles will be coordinated with Appalachian State University and routing requirements of the general public
  - [e] The routes and schedules may be modified from time to time by AppalCART in order to provide for a more effective and efficient provision of service to the citizens of Watauga County
2. Insurance, Vehicles & Drivers:
  - [a] AppalCART will be responsible for meeting the requirements of the North Carolina Department of Transportation, FTA and the contracted agency with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks & drug & alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier-passenger vehicles by the North Carolina Utilities Commission.
  - [b] Insurance Company: Ncacc L&P Rmp Insurance Policy Number: Lp-Ap-473-10 Changes will be reported to: Dept. Of Social Services
  - [c] AppalCART Will require a MVR for all new applicants to cover at least the last three years prior to the date of the application. Driving records will be checked at least yearly thereafter. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years.
  - [d] AppalCART Contracts with Wolfe Data who will run a criminal background check through the North Carolina Law Enforcement Division or the National Crime Information Center (NCIC) if not a resident of NC (for at least 5 consecutive years), prior to employment and quarterly thereafter.

3. Lien holder:

[a] First lien holder on all vehicles titled to AppalCART shall be the Public Transportation Division of North Carolina Department of Transportation

4. Vehicle Operation:

[a] AppalCART will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of bad weather.

5. Drivers' Training:

[a] AppalCART will provide drivers training to ensure that all drivers have adequate knowledge of passenger safety, CPR first aid, defensive driving, and preventive vehicle maintenance.

6. Service Standards Parameter:

[a] Vehicles will run the approved routes on established schedules within [+ or -] ten [10] minutes, and be equipped with land transportation communication radio systems  
[b] AppalCART has an obligation that no more than one quarter of one percent of all trips be missed by AppalCART (no-show) during the course of the contract year. Also no more than 5% of trips should be late for arrival per month (past the scheduled trip arrival time).

7. Period of Performance:

[a] AppalCART shall commence performance of this contract on the 1st day of April 1, 2012 and shall complete, renew or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation an AppalCART under Project Number 11-CT-007  
[b] Unit Rate. By mutual agreement, the unit rate of said service shall be 1.40 per vehicle mile and 0.00 per vehicle service hour. Mileage rates may change with major changes in price of fuel. All passenger routes will be billed at 100% of actual cost at the above unit rate.  
[c] Method of Invoicing. AppalCART will submit an itemized invoice to Dept. Of Social Services on a monthly basis, payment terms are thirty [30]days net.  
[d] Cost Documentation. All costs charged to Dept. Of Social Services including any approved services performed by AppalCART shall be supported by properly executed payrolls, time records, invoices, cancelled checks, deposit slips or vouchers evidencing in detail the nature and property of the charges.

8. Record Retention

[a] AppalCART shall retain all records pertaining to this contract for a period of three [3] years from the date of this agreement  
[b] AppalCART shall permit North Carolina Department of Transportation/Public Transportation Division and: Dept. Of Social Services to inspect all work, materials, payrolls and other data and records with regard to the Project and to audit the books, records and accounts of the Authority that pertain to this contract.

9. Complaint Procedures:

[a] Passenger complaints should be reported to the AppalCART office where they will be documented and resolved.

10. Management Names:

[a] Names of Board Members & Managers are posted and updated on the AppalCART website, any changes will be reported to the: Dept. Of Social Services

11. Reporting, Invoicing, Etc.:

[a] AppalCART Will use the billing codes specified by Dept. Of Social Services on invoices, and will report no-shows daily and cancellations on a monthly basis. AppalCART agrees that all charges for no-shows will be separately invoices to the county.

12. Exclusions:

[a] If AppalCART becomes excluded from participation in this contract Dept. Of Social Services will be promptly notified.

**Section 4 Termination of Agreement**

In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice. IN WITNESS WHEREOF the parties here to have executed this Agreement the day and year first above wirtten

By: \_\_\_\_\_  
Director  
Jim Atkinson  
Attest: \_\_\_\_\_  
Transportation Coordinator  
Miranda Norris

By: \_\_\_\_\_  
Jerry C Moretz  
AppalCART Board Chair  
Attest: \_\_\_\_\_  
Joanna Wilcox  
Clerk to the AppalCART Board

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**AGENDA ITEM 7:**

**PLANNING AND INSPECTIONS MATTERS**

*A. Road Names Public Hearing Request*

**MANAGER'S COMMENTS:**

Mr. Joe Furman will request a public hearing be set for the Board's April 17, 2012, meeting as required by North Carolina Statute 153A-239.1 to officially adopt new private and public road names.

Board action is requested.



# WATAUGA COUNTY

331 Queen Street, Suite A • Boone, North Carolina 28607

Department of  
Planning & Inspections

Phone (828) 265-8043  
TTY 1-800-735-2962  
Voice 1-800-735-8262  
or 711  
FAX (828) 265-8080

# Memorandum

**Date:** March 20, 2012

**To:** Deron Geouque

**From:** Joe Furman 

**RE:** Road Name Hearing

---

As needed the Board of Commissioners holds a public hearing pursuant to NC General Statute 153A-239.1 to officially adopt new private and public road names. I request that the April 3, 2012, Board agenda include scheduling a public hearing on April 17, 2012. A list of new road names is attached.

Attachments

## PUBLIC HEARING NOTICE

### **BEAVER DAM TWP**

Change Woods Road to Buckeye Ridge Road\*\*

### **BLOWING ROCK TWP**

Change Cottage Lane to Oscars Walk\*

Change Penny Lane to George Blagg Lane

Change Skyland Drive to Skyland View Drive

### **BLUE RIDGE TWP**

Change Deer Run Road to Deerfield Estates Road\*

Change Meadow Brook Lane to Brook Lane\*

Change Mistletoe Lane to Wolf Den Lane\*

### **BRUSHY FORK TWP**

Change Grandfather View to Grandfather Vista\*

Change Dawgwood Lane to Walnut Lane

Change Westside Drive to North Westside Drive

Change Greer Road to Arvil Greer Road\*\*

### **COVE CREEK TWP**

Cambar Lane

Change Woods Road to Buckeye Ridge Road\*\*

### **ELK TWP**

Change Hickory Lane to Hickory Knob\*

### **MEAT CAMP TWP**

Change Armfield Roost Road to GreenWood Valley Drive\*

Change Community Lane to Ernie Jones Lane\*

Change Curley Maple Valley Road to Jim Penley Road

Change Private Drive to Windy Hollow Trail

### **NEW RIVER TWP**

North Camp Road\*

Change Ridge Crest Drive to Dougherty Farm Lane\*

Change Ruby Lane to June Lane

Change Elk Ridge Road to Dragonfly Lane\*

Change Forest Lane to Foggy Lane\*

Change Linda Lane to Blue Ridge Vista

### **SHAWNEEHAW TWP**

Wallace Lane

Change Little Creek Road to Little Creekside\*

### **WATAUGA TWP**

Change Cliff Drive to Crystal Cliff Lane\*

Change Greer Road to Arvil Greer Road\*\*

Change Reece Road to Old Reece Road

Change River Bend Road to Valle River Road\*

\*Indicates roads named in a recorded subdivision

\*\*Indicates road is in more than one township

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## **AGENDA ITEM 7:**

### **PLANNING AND INSPECTIONS MATTERS**

#### ***B. Bond Claim - Bid Award for Subdivision Paving***

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

County subdivision regulations allow developers to post performance guarantees to allow the final plat to be recorded so that lots/units may be sold prior to completion of road construction. A bond was accepted for the Lodges at Winkler's Creek which went into foreclosure subsequently requiring the County to claim the bond and solicit bids to complete the road construction.

The initial plan called for a retaining wall to provide the necessary turnaround, however based on conversations with the current property owners, the turnaround was relocated thus eliminating the need for the retaining wall and still meeting the subdivision requirements.

McManus Farms/Moretz Paving submitted the lowest bid in the amount of \$34,200. Due to the elimination of the retaining wall, McManus Farm's portion of the bid was removed thus leaving Moretz Paving still the lowest bidder for the road construction in the amount of \$21,000. Mr. Furman will request the Board accept the bid from Moretz Paving in the amount of \$21,000 to complete the road construction at the Lodges at Winkler's Creek.

Board action is requested.



---

**From:** Joe Furman  
**Sent:** Wednesday, March 28, 2012 9:25 AM  
**To:** Deron.Geouque  
**Cc:** Anita.Fogle  
**Subject:** bond claim  
**Attachments:** DOC032712.pdf

Deron,

From time to time, the County accepts performance guarantees, pursuant to the subdivision regulations, that enable a developer to record a final plat and sell lots/units prior to completion of required road construction. In virtually all cases, the construction is completed and the County releases the guarantee. The County approved and accepted a bond as a guarantee for the Lodges at Winkler's Creek, and subsequently the property went into foreclosure, forcing the County to claim the bond (I did this in late 2011). We requested bids for completion of the required construction, and now request the commissioners to make the award. In order to accommodate the wishes of the new property owners (purchasers of townhomes), we requested 3 alternate bids. The original plan called for construction of a retaining wall adjacent to the townhomes, at the end of the county standard road, which will be paved from the current end of paving. The owners have decided they would prefer that the turn-around be lower on the road, thereby eliminating the need for the retaining wall. This can be done in a way that satisfies subdivision regulation standards. I have discussed this with the bonding company, and the company is fine with this alternate, as it will save money.

The bids are attached. The low bidder is McManus Farms/Moretz Paving. Since the retaining wall will not be constructed, McManus is removed, leaving Moretz Paving, who is still the low bidder for the county standard road at \$21,600.00. I request the award be made to Moretz Paving. All costs, including engineering for the retaining wall and costs for a new recorded plat will be reimbursed to the County by the bonding company.

Joe

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



### Moretz Paving, Inc.

P.O. Box 270  
ZIONVILLE, NC 28698  
Phone# 828-297-5048  
Fax# 828-297-7703

## PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO <i>All D: d: d: s</i>		PHONE	DATE <i>3-12-12</i>
STREET		JOB NAME <i>Lodges of Winklers Creek</i>	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*County Spec Road 18' wide with "T" turnaround.*

*Add the final 2" of stone grade compact and pave with 2" 9.5B asphalt. \$21,600<sup>00</sup>*

*Private Road 12' wide with emergency vehicle turnaround of electrical box.*

*Add the final 2" of stone grade compact and pave with 2" of 9.5B asphalt. \$14,850<sup>00</sup>*

### ROCK CLAUSE

**NOTE: NOT RESPONSIBLE FOR UNDERGROUND UTILITIES**

**NOTE: NOT RESPONSIBLE FOR SCUFFING**

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

*Based on March 2012 asphalt index - Subject to change. \_\_\_\_\_ dollars (\$ *listed* ).*

Payment to be made as follows:

*Upon Completion in full*

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

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

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_



P.O. Box 424  
Banner Elk, NC 28604  
Office 828-898-6268  
Fax 828-898-3427

Page No.1 of Page(s)

# LANDSCAPING PROPOSAL

Design · Installation · Maintenance

To: Watauga County John E Spear  
Billing Address: 331 Queen Street  
Phone: 828-265-8043  
Fax: 828-265-8080

<i>Job Name</i> The Lodges at Winklers Creek
<i>Job Location</i> Phase I Building 4
<i>Job Phone No.</i> N/A
<i>Aprx. Start Date / Aprx. Completion Date</i> ASAP

We hereby submit specifications and estimates for landscaping as follows:

- (1) Alternate Two. Installation of a segmental block retaining wall. Price includes block, caps , geogrid, gravel, excavation, backfilling, engineer inspections and labor. \$12,600.00
- (2) County Spec. road. Add the final 2 inches of stone, grade, compact and pave with 2 inches of asphalt. \$21,600.00

34,200  
~~Total \$32,200.00~~

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

Waters Brothers Construction Co. of Boone, Inc.  
 577-1 George Wilson Rd.  
 Boone, NC 28607  
 Office (828)264-7420  
 Fax (828)264-2739  
 General Contractors License #15928  
 Email: [watersinc@bellsouth.net](mailto:watersinc@bellsouth.net)

March 16, 2012

Watauga County  
 331 Queen Street, Suite A  
 Boone, NC 28607

Re: Lodges at Winkler's Creek

**18' Wide with Loven Block**

Grader – 16 hours @ \$140 per hour	\$	2,240
Trackhoe – 40 hours @ \$109 per hour	\$	4,360
Labor – 40 hours @ \$30 per hour	\$	1,200
Truck – 25 hours @ \$75 per hour	\$	1,875
4" ABC Gravel – 310 tons @ \$20.20 per ton	\$	6,262
Loven Block – 87 @ \$225 each	\$	19,575
Paving – 18' wide with T turnaround	\$	23,760
Total	\$	<u>59,272</u>

**18' with Segmental Block Wall**

Grader – 16 hours @ \$140 per hour	\$	2,240
Trackhoe – 40 hours @ \$109 per hour	\$	4,360
Labor – 40 hours @ \$30 per hour	\$	1,200
Truck – 25 hours @ \$75 per hour	\$	1,875
4" ABC Gravel – 310 tons @ \$20.20 per ton	\$	6,262
Segmental Block Wall	\$	15,550
Paving 18' wide with T turnaround	\$	23,760
Total	\$	<u>55,247</u>

**12' Wide with no wall**

Grader – 16 hours @ \$140 per hour	\$	2,240
Trackhoe – 16 hours @ \$109 per hour	\$	1,744
Truck – 16 hours @ \$75 per hour	\$	1,200
4" ABC Gravel – 310 tons @ \$20.20 per ton	\$	6,262
Paving 12' wide with Emergency turnaround	\$	16,335
Total	\$	<u>27,781</u>

Notes:

Paving based on March 2012 index – subject to change

Also not responsible for scuffing

Rock Clause: Rock Hammer \$500 for 1<sup>st</sup> hour; \$185 per hour thereafter

Projected project time 2 to 3 weeks for Grading and Retaining Wall

Completion time depends when paving can be done

Tri-County Paving, Inc.

P.O. Box 863

West Jefferson, NC 28694

**Estimate**

Date	Estimate #
3/16/2012	25863

<b>Name / Address</b>
The Lodges at Winkler Creek

Description	Qty	Cost	Total
<b>The Lodges at Winklers Creek</b>		<b>48,145.00</b>	<b>48,145.00</b>
County Standard: 18' of paved road with a CT- turn around. The scope of work will consist of:  1. Build the stone base to 6" of ABC stone. 2. Condition and compact ABC stone. 3. Pave 1st with 2" +/- compacted I-19 binder course asphalt. 4. Pave with 2" +/- compacted surface grade asphalt.			
Private Road: 12" with a T- turn around. Build the stone base to 6" of ABC stone, condition and compact ABC stone. Pave with 2 and 1/2" of surface grade asphalt.		24,960.00	24,960.00
THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS QUOTE.		<b>Subtotal</b>	
		<b>Sales Tax (6.25%)</b>	
		<b>Total</b>	

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>
336-246-7244	336-846-4914	www.tricopaving@skybest.com



Tri-County Paving, Inc.

P.O. Box 863

West Jefferson, NC 28694

**Estimate**

Date	Estimate #
3/16/2012	25863

Name / Address
The Lodges at Winkler Creek

Description	Qty	Cost	Total
<p>We appreciate the opportunity to submit this quote. We are licensed NC, VA, and TN General Contractors and Accredited Members of the N.C. Better Business Bureau. Our company has served the High Country for 35 years since 1977 and are fully licensed, fully insured and bondable. Our asphalt company is a Pre-qualified NC DOT Contractor and 3 NC Certified Asphalt Technicians serve on our paving crew. Our grading crew also has NC DOT Certified Erosion Control Specialists. Please call if we can further serve you.</p> <p>Alternate #1: Retaining Wall: the retaining wall/retaining walls will be built to spec book specifications. Correct depth, width, and compaction will be achieved with the footer. ABC stone which is approved by the Department of Transportation will be used as the aggregate base in the bottom of the footer. Georgia reinforcement will be placed at the correct lifts, and will lay into the existing grade the correct depth. #57 stone will be used to fill the cells of the block, and will also be used behind the wall the total length and height as a buffer between the wall and the soil. Slotted, perforated pipe will be used at the base of the wall to allow excess drainage to reach daylight. Quote is assuming existing dirt can be used.</p>		21,034.63	21,034.63
THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS QUOTE.		<b>Subtotal</b>	
		<b>Sales Tax (6.25%)</b>	
		<b>Total</b>	

Phone #	Fax #	E-mail
336-246-7244	336-846-4914	www.tricopaving@skybest.com

Tri-County Paving, Inc.

P.O. Box 863

West Jefferson, NC 28694

## Estimate

Date	Estimate #
3/16/2012	25863

Name / Address
The Lodges at Winkler Creek

Description	Qty	Cost	Total
<p>Alternate #2: Retaining Wall: the retaining wall/retaining walls will be built to spec book specifications. Correct depth, width, and compaction will be achieved with the footer. ABC stone which is approved by the Department of Transportation will be used as the aggregate base in the bottom of the footer. Geogrid reinforcement will be placed at the correct lifts, and will lay into the existing grade the correct depth. #57 stone will be used to fill the cells of the block, and will also be used behind the wall the total length and height as a buffer between the wall and the soil. Slotted, perforated pipe will be used at the base of the wall to allow excess drainage to reach daylight. Quote is assuming existing dirt can be used. This quote assumes that existing dirt on site can be used for backfill and that the leveling pad will not have to be any deeper than the engineered plans originally state.</p>		15,968.80	15,968.80
THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS QUOTE.		<b>Subtotal</b>	\$110,108.43
		<b>Sales Tax (6.25%)</b>	\$0.00
		<b>Total</b>	\$110,108.43

Phone #	Fax #	E-mail
336-246-7244	336-846-4914	www.tricopaving@skybest.com

# Proposal

## Greene Construction, Inc.

525 George Wilson Rd.  
Boone, NC 28607  
828-264-2611

PROPOSAL SUBMITTED TO <b>Watauga County Planning and Inspections</b>		PHONE <b>828-265-8043</b>	DATE <b>3/16/2012</b>
STREET <b>Winklers Creek Road</b>		JOB NAME <b>The Lodges at Winklers Creek</b>	
CITY, STATE AND ZIP CODE <b>Boone, NC 28607</b>		JOB LOCATION <b>Boone, NC</b>	
DESIGNER <b>L Squared Engineering, PLLC</b>	DATE OF PLANS <b>2/23/2012</b>		

We hereby submit specifications and estimates for:

**Paving base bid** \$27,192.00

- a) This price includes 2" of compacted base stone and 2" of Pavement  
b) bid conforms to county specs, and 18' wide road

**Wall alternate 1** \$14,940.00  
Use large 48"x18"x41" concrete blocks

**Wall alternate 2** \$14,748.00  
Use regular 18"x8"x11" segmental blocks

**Paving Alternate** \$19,092.00

- a) This price includes 2" of compacted base stone and 2" of pavement  
b) Bid applies to a 12' private road

**Note:**

- 1) This price includes material and labor for the above work
- 2) This price does not include any guardrails



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

Dollars: \_\_\_\_\_

Payment to be made as follows:

**End of each month based on completed work**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE.

AUTHORIZED  
SIGNATURE \_\_\_\_\_

NOTE THIS PROPOSAL MAY BE  
WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

### ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.

YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE

DATE OF ACCEPTANCE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Rob Higgins - contact -  
828-964-1343

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**Hewitt Schrum Construction**

Gen. Contr.# 21498      Elect. Contr. #17076-L      Plumbing Contr.#15498  
Public Utilities and Grading Contr. #21498

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Harry Schrum  
PO Box 413, Taylorsville , NC  
828-381-7189

Max Schrum  
251 Glendale Dr., Boone, NC  
828-964-3905

---

**Job Quote:** Winkler's Creek-2012

**Location:** The Lodges at Winkler's Creek--Building #4., Boone, NC

**General Description:** Retaining wall, Emergency turn-around and asphalt paving

**Date:** 2-13-12

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**Detailed description:**

1. Build retaining wall to engineered specifications (Approx. 10'-12' in height and 45'-55' in length). Wall can be built from 6"X16" Rampart blocks, 6" X 16" Versa blocks or 48" X 18" concrete boulder blocks. Permitting process and engineering seal included in quote
2. Relocate existing propane tank
3. Cut and grade area adequate to satisfy Watauga County emergency turn-around requirements
4. Grade and prepare upper ditch line with fabric and rip-rap berms
5. Provide 220 cu.yds. gravel to complete 4" minimum base preparation of driveway for paving
6. Pave turn-around area and driveway approximately 600' to existing pavement

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**Quote:** \$72260. (Valid for 45 days)

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**\*\*Please Note\*\***

- The above quote does include paving up to garage doors
- The above quote does include any necessary relocation of 2" pressure line from lower septic holding tank to upper drip/evaporation system
- The above quote does not include any change or relocation of drip/evaporation sewer system(none anticipated)
- The above quote does not include any permanent fencing
- Disbursement schedule shall be according to future agreement



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**Hewitt Schrum Construction**

Gen. Contr.# 21498      Elect. Contr. #17076-L      Plumbing Contr.#15498  
Public Utilities and Grading Contr. #21498

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Harry Schrum  
PO Box 413, Taylorsville , NC  
828-381-7189

Max Schrum  
251 Glendale Dr., Boone, NC  
828-964-3905

---

**Job Quote:** Winkler's Creek-2012(Revised)

**Location:** The Lodges at Winkler's Creek--Building #4., Boone, NC

**General Description:** Emergency turn-around and asphalt paving

**Date:** 3-15-12

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**Detailed description:**

1. Grade emergency T-turn-around area, approximately 100' below building #4, adequate to satisfy Watauga County P&I requirements
2. Grade and prepare upper ditch line with fabric and rip-rap berms
3. Provide 145 cu.yds. gravel to complete 4" minimum base preparation of driveway and turn-around for paving
4. Pave turn-around area and driveway (12' wide) approximately 600' to existing pavement

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**Quote:** \$35,525. (Valid for 45 days)

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**\*\*Please Note\*\***

- The above quote does include paving up to garage doors
- The quote does not include the relocation of any utilities
- The above quote does not include any permanent fencing
- Disbursement schedule shall be according to future agreement



INSCO INSURANCE SERVICES, INC.  
Underwriting Manager for:  
Developers Surety and Indemnity Company  
Indemnity Company of California  
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300  
www.InscoDico.com

CONTINUATION CERTIFICATE

In Consideration of the premium charged, Developers Surety  
and Indemnity as surety, hereby continues in force  
Bond No. 8727255 dated March 11, 2010 in the amount of Eighty  
Six Thousand Seven Hundred Sixty Dollars and 00/100 Dollars (\$ 86,760.00)  
on behalf of The Lodges at Winkler's Creek, LLC as Principal,  
in favor of Waluga County as obligee  
for the period beginning March 11, 2012 and ending  
March 11, 2014 subject to all the terms and conditions of said bond;

PROVIDED that the liability of Developers Surety and Indemnity as surety,  
shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during  
the terms of said bond or during any continuation or continuations thereof, or partly during said term and  
partly during any continuation or continuation thereof.

Signed, sealed and dated this 9th day of March, 2012  
YEAR

Developers Surety and Indemnity

By: Lisa S. Stubbe  
Lisa S Stubbe



POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 18726, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Lisa Stubbe, Scott A. Trachtenberg, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this October 4th, 2011.

By: Daniel Young  
Daniel Young, Senior Vice-President

By: Steve A. Tvedt  
Steve A. Tvedt, Vice-President



State of California  
County of Orange

On October 4, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Steve A. Tvedt  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

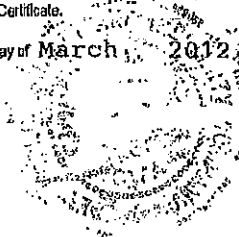
Signature Antonio Alvarado  
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

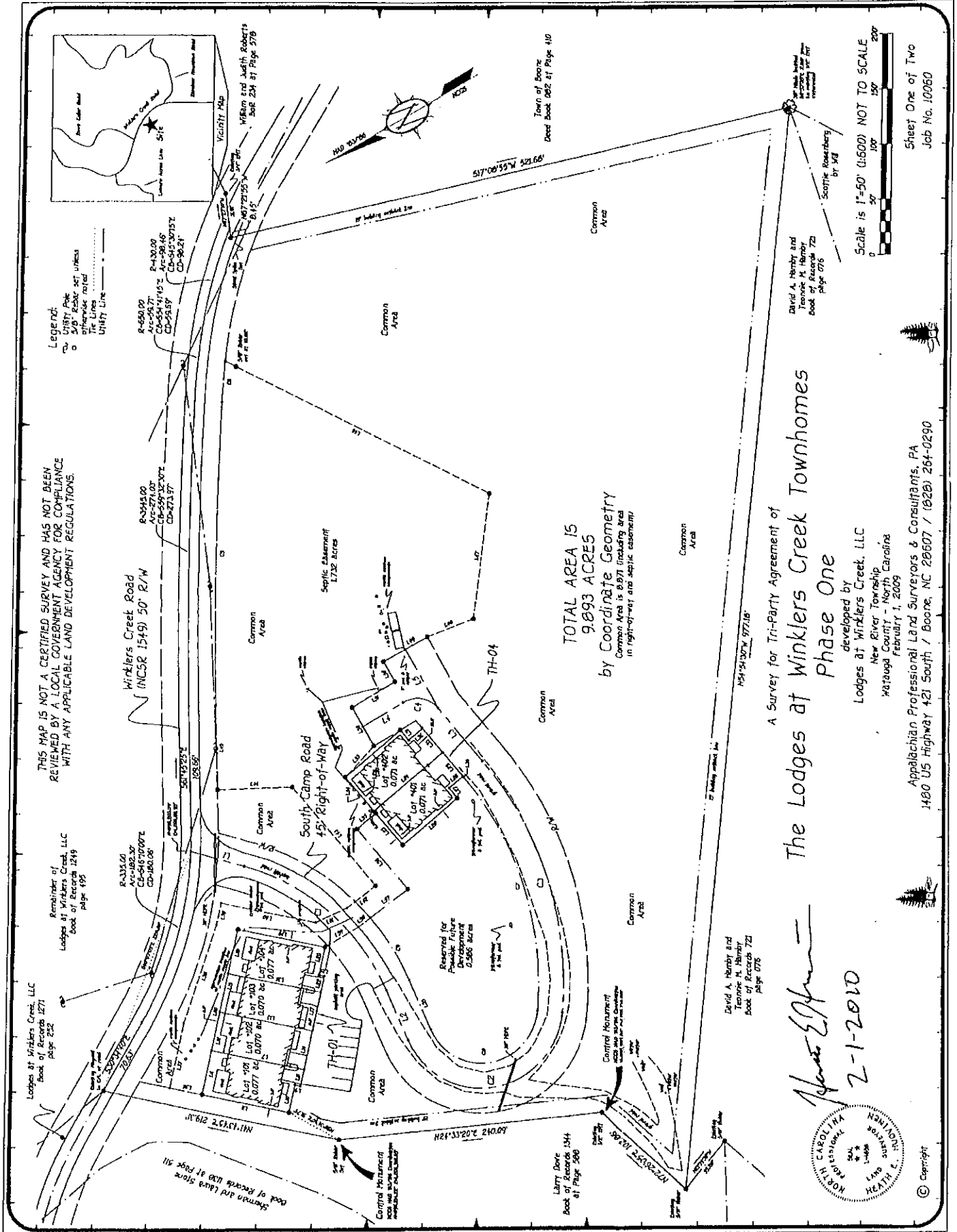
This Certificate is executed in the City of Irvine, California, this 9th day of March, 2012.

By: Gregg Okura  
Gregg Okura, Assistant Secretary



ID-1380(R&v:10/11)

Exhibit B-1



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

Legend:  
 ○ Unity Pole  
 ○ 5/8" Radius set unless otherwise noted  
 --- The Lines  
 - - - - - Unity Line

Remainder of Lodges at Winklers Creek, LLC Book of Records 1249 page 495

Lodges at Winklers Creek, LLC Book of Records 1271 page 252

Winklers Creek Road (INC5R 1549) 50' R/W

South Camp Road 45' Right-of-Way

Septic Basement 1732 Acres

TOTAL AREA IS 9.893 ACRES by Coordinate Geometry Common Area is 8.971 (including area in right-of-way and septic easement!)

The Lodges at Winklers Creek Townhomes Phase One

A Survey for Tri-Party Agreement of

developed by Lodges at Winklers Creek, LLC  
 New River Township  
 Catawba County - North Carolina  
 February 1, 2009

Appalachian Professional Land Surveyors & Consultants, PA  
 1480 US Highway 421 South / Boone, NC 28607 / (828) 264-0290

David A. Hamby and Technician M. Hamby Book of Records 721 Page 076

*David A. Hamby*  
 2-1-2010



© Copyright

Sheet One of Two  
 Job No. 10060



**AGENDA ITEM 8:**

**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.

**AGENDA ITEM 8:**

**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.

**AGENDA ITEM 8:**

**TAX MATTERS**

*C. Board of Equalization and Review Schedule*

**MANAGER'S COMMENTS:**


Mr. Byrd will discuss the scheduling of the FY 2012 Board of Equalization and Review (E&R). Staff requests the Board approve the schedule as presented or provide alternative dates.



# WATAUGA COUNTY TAX ADMINISTRATION

*Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607 – (828) 265-8036  
FAX (828) 265-8140*

## MEMORANDUM

TO: Deron T. Geouque  
 FROM: Kelvin R. Byrd   
 SUBJECT: 2012 Board of Equalization and Review  
 DATE: 03/28/12

I will want to present to the Board the meeting dates for the 2012 Board of E&R. I will need to present the dates/times at the Board's April 3<sup>rd</sup> meeting.

Dates and times for Board of E&R approval are as follows:

Convene on Monday April 23<sup>rd</sup> at 4:00 pm.  
 Adjourn for the taking of applications on Thursday April 26<sup>th</sup> at 7:30 pm.

Meeting times: April 23, 2012 4:00-7:30 pm  
 April 24, 2012 4:00-7:30 pm  
 April 26, 2012 4:00-7:30 pm

The above dates and times will be advertised locally prior to the first meeting. The convening and adjourning dates for the 2012 Board of E&R is the official time for the taking of applications for hearing of property tax appeals. Compensation for the 2012 Board of E&R will also need to be approved. The member compensation for the past several years has been set at \$75.00 per session. Please let me know if you have further questions.

**AGENDA ITEM 9:**

**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: April 3, 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>
103341-349201	Economic Summit Sponsorship		\$750
104920-463000	Economic Development	\$750	

To recognize sponsorships received to offset expenditures for the Economic Summit hosted by EDC.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
234310-429000	Other Supplies	\$5,500	
233317-343109	Substance Abuse Tax Revenue		\$5,500

To fund additional needs within the Narcotics budget per request of Sheriff Hagaman. These are state funds received and restricted to law enforcement use.



**AGENDA ITEM 9:**

**FINANCE MATTERS**

***B. JCPC Budget Amendments***

**MANAGER'S COMMENTS:**

Ms. Pierce will present a revised Juvenile Crime Prevention Council (JCPC) 2011-12 budget. The proposal will reallocate \$27,871 in funds that were not able to be utilized for the group home at Barium Springs among other JCPC programs.

Board action is requested to approve the changes as presented.



## WATAUGA COUNTY FINANCE OFFICE

---

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

### MEMORANDUM

**TO:** Deron Geouque, County Manager  
**FROM:** Margaret Pierce, Finance Director  
**SUBJECT:** JCPC Program Budget Changes  
**DATE:** April 3, 2012

Attached please find a revised Juvenile Crime Prevention Council 2011-12 Funding Allocation form. With no placement this Fiscal Year to the Temporary Shelter/Group Home program at Barium Springs, funding for the program has been reallocated to other JCPC programs to avoid losing \$27,871 in Watauga at risk youth program funding. Project Challenge is recommended for an additional \$11,436; WYN Youth Resource Center is recommended for an additional \$11,435; and Blue Ridge Mediation and Restorative Justice is recommended for an additional \$5,000. These funds can only be used per the existing program agreements.

Board approval of the revised Funding Allocation is requested.



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**AGENDA ITEM 9:**

**FINANCE MATTERS**

*C. Proposed Audit Contract for FY 12*

**MANAGER'S COMMENTS:**

Enclosed in your packets is a copy of the contract from Bryce Holder, CPA, PA, for conducting the FY 2012 financial audit. Due to the County preparing its own financial statements, the contract was able to be reduced by \$8,000. Ms. Pierce will be available to answer questions.

Board approval is requested to accept Bryce Holder CPA's contract in the amount of \$45,400.



## 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: Bryce Holder, CPA, PA Contract for FY 11-12**  
**DATE: March 27, 2012**

Attached is a copy of the fiscal year 2011-12 audit contract with Bryce Holder, CPA, PA. This contract reflects a reduction of \$8,000 in the proposed fee as the Finance Department is transitioning to preparing the financial statements as planned. The funding for this contract is requested in the Finance Department budget.

Board approval for the contract amount not to exceed \$45,400.

LGC-205 (Rev. 2012)

**CONTRACT TO AUDIT ACCOUNTS**  
**Of WATAUGA COUNTY**  
 Governmental Unit

On this 3RD day of APRIL, 2012, BRYCE HOLDER CPA PA  
 Auditor

PO BOX 1908 BOONE NC 28607  
 Mailing Address

hereinafter referred to as  
 the Auditor, and COUNTY COMMISSIONERS of WATAUGA COUNTY, hereinafter referred  
 Governing Board Governmental Unit  
 to as the Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning JULY 1, 2011, and ending JUNE 30, 2012. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the LGC. If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners.
3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with generally accepted accounting principles (GAAP), or the statements fail to include all disclosures required by GAAP, please provide an explanation for that departure from GAAP in an attachment.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, July 2007 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the Local Government Commission prior to the execution of the audit contract. (See Item 22) If the audit firm received a peer review rating other than pass, the auditor shall not contract with any Local Government Units without first contacting the Secretary of the Local Government Commission for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards*, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. Audit report is due on: OCTOBER 31, 2012. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the Local Government Commission for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as the systems relate to accountability of funds, adherence to budget requirements, and adherence to law requirements. In addition, the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU 325 of the *AICPA Professional Standards*. The Auditor shall file a copy of that report with the Secretary of the Local Government Commission.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the Local Government Commission. This includes annual or special audits, agreed upon procedures related to Internal Control, bookkeeping or other assistance necessary to prepare the Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the Local Government Commission. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] The process for invoice approval has changed. All invoices for Audit work must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The invoices must be emailed to: [lge.invoices@nctreasurer.com](mailto:lge.invoices@nctreasurer.com)

Email Subject line should read "unit name – invoice. The PDF invoice marked approved with approval date will be returned by email to the Auditor for them to present to the Local Government Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the Local Government Commission, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

Year-end bookkeeping assistance – [*For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards*] N/A

Audit At our standard governmental billing rates not to exceed \$42,400. Interim billings will be made.

Preparation of the annual financial statements At our standard governmental billing rates not to exceed \$3,000.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) auditors may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. The 75% cap for interim invoice approval for this audit contract is \$ 34,050

10. The auditor working with a local governmental unit that has outstanding revenue bonds will include in the notes to the audited financial statements, whether or not required by the revenue bond documents, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the Local Government Commission simultaneously with the local government's audited financial statements unless otherwise specified in the bond documents.
11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the governmental unit and all of its component units prepared in accordance with generally accepted accounting principles, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the Local Government Commission to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Unit of Government will not be billed for the pre-issuance review. The pre-issuance review must be performed prior to the completed Audit being submitted to the Local Government Commission. The pre-issuance report must accompany the audit report upon submission to the Local Government Commission.
13. The Auditor shall electronically submit the report of audit to the Local Government Commission when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the Local Government Commission, becomes a matter of public record for inspection and review in the offices of the Secretary by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the Local Government Commission. These audited financial statements are used in the preparation of Official Statements for debt offerings (the auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the government, without subsequent consent of the auditor. If it is determined by the Local Government Commission that corrections need to be made to the unit's financial statements they should be provided within three days of notification unless, another time frame is agreed to by the Local Government Commission.

The Local Government Commission's process for submitting contracts, audit reports and Invoices are subject to change. Auditors should use the submission process in effect at the time of submission.

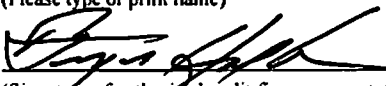
In addition, if the North Carolina Office of the State Auditor designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the State Auditor shall be submitted to the Local Government Commission.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the Local Government Commission, this agreement may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The portal address to upload your amended contract and Letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the Local Government Commission, the Governing Board, and the Auditor.



- 16. Whenever the Auditor uses an engagement letter with the client, Item 17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 22 of this contract. Engagement letters containing indemnification clauses will not be approved by the Local Government Commission.
- 17. Special provisions should be limited. Please list any special provisions in an attachment. See attached
- 18. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
- 19. The contract must be executed, pre-audited, physically signed by all parties and submitted in PDF format including unit and auditor signatures to the Secretary of the Local Government Commission. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of March 5, 2012. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
- 20. The contract is not valid until it is approved by the Local Government Commission. The staff of the Local Government Commission shall notify the unit and auditor of contract approval by email. The audit should not be started before the contract is approved.
- 21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the Local Government Commission.
- 22. All of the above paragraphs are understood and shall apply to this agreement, except the following numbered paragraphs shall be deleted: (See Item 16.)
- 23. All communications regarding Audit contract requests for modification or official approvals will be sent to the email Addresses provided in the following areas.

**Audit Firm Signature:**  
 Firm Bryce Holder, CPA, PA

Bryce Holder  
 By \_\_\_\_\_  
 (Please type or print name)  
  
 \_\_\_\_\_  
 (Signature of authorized audit firm representative)

Email Address of Audit Firm:  
bryce@bryceholder.com

Date 4/3/12

**Unit Signatures:**  
Nathan Miller, Chairman  
 By \_\_\_\_\_  
 (Please type or print name and title)

\_\_\_\_\_  
 (Signature of Mayor/Chairperson of governing board)

Date \_\_\_\_\_

Date Governing Body Approved Audit Contract - G.S. 159-34(a)

**Unit Signatures (continued):**  
 By N/A  
 (Chair of Audit Committee- please type or print name)

\_\_\_\_\_  
 (Signature of Audit Committee Chairperson)

Date \_\_\_\_\_  
 (If unit has no audit committee, this section should be marked "N/A.")

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

Margaret Pierce  
 Governmental Unit Finance Officer (Please type or print name)

\_\_\_\_\_  
 (Signature)

Email Address of Finance Officer  
margaret.pierce@watgov.org

Date \_\_\_\_\_  
 (Preaudit Certificate must be dated.)

***BRYCE HOLDER, CPA, P.A.***

***CERTIFIED PUBLIC ACCOUNTANT  
820 STATE FARM ROAD, SUITE F  
BOONE, NORTH CAROLINA 28607  
TELEPHONE (828) 264-3595  
TOLL FREE (800) 456-3595***

BRYCE HOLDER, CPA  
ELISABETH C. REES, CPA  
KATHLEEN R. BROWN, CPA  
MISTY WATSON, CPA

MAILING ADDRESS:  
POST OFFICE BOX 1908  
BOONE, NORTH CAROLINA 28607  
FAX (828) 264-3586

April 3, 2012

County Commissioners  
Watauga County  
Boone, NC 28607

We are pleased to confirm our understanding of the services we are to provide for Watauga County for the year ended June 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discreetly presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of Watauga County as of and for the year ended June 30, 2012. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Watauga County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Watauga County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management discussion and analysis.
2. Budgetary comparison schedules.
3. GASB-required supplementary pension information.

We have also been engaged to report on supplementary information other than RSI that accompanies Watauga County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal and State awards.
2. Individual fund statements.
3. Supporting schedules and statistical data.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal and State awarding agencies, and if applicable, pass through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal and State awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal and State awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal and State awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal and State awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Watauga County and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communication from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on the reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary of prior audit findings should be available for our review on August 31, 2012. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format for providing that information.

#### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.



Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations come to our attention, unless clearly inconsequential, and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

### **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope that would be necessary to render an opinion on the internal control, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each major federal and State award programs. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Watauga County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Watauga County's major programs. The purpose of those procedures will be to express an opinion on Watauga County's compliance with requirements applicable to major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagement we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and State awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

The audit documentation for this engagement is the property of Bryce Holder, C.P.A., P.A., and constitute confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal or State agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to audit documentation will be provided under the supervision of Bryce Holder, C.P.A., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditor's report is issued or for any additional period requested by grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting the audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in May 2012, and to issue our reports no later than October 31, 2012. Bryce Holder is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be based on the actual time spent at an hourly rate of \$56.00 plus other out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephones, etc.) except that we agree that our gross fee, including expenses, will not exceed \$45,400. We also agree that if the financial statements have not been submitted to the Local Government Commission by October 31, 2012, Watauga County may charge a penalty of \$100 per day until the financial statements are submitted. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. The above fee is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, and that management has met its deadlines as agreed to by both parties. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2010 peer review report accompanies this letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

  
Bryce Holder, C.P.A., P.A.

Response:

This letter correctly sets forth the understanding of Watauga County.

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

Nathan Miller

Title: Chairman, Watauga County Board of Commissioners

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

SAMUEL A. BOYCE, PARTNER  
BOBBIE W. FURR, PARTNER

SANDY P. NEWELL, CPA  
JO ELLEN B. LOY, CPA  
DAVID E. BOYCE, CPA  
CHERYL W. GAZALEH, CPA  
DAWN E. DEES, CPA

SYSTEM REVIEW REPORT

November 8, 2010

To Bryce Holder, CPA, PA and the  
Peer Review Committee of the North Carolina  
Association of Certified Public Accountants

We have reviewed system of quality control for the accounting and auditing practice of Bryce Holder, CPA, PA (the firm) in effect for the year ended May 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under the Governmental Auditing Standards and audits of employee benefit plans.

We noted the following deficiency during our review:

1. Deficiency - Professional standards and the firm's quality control policies require the firm to perform and document appropriate audit procedures on all audits. On one audit of an employee benefit plan certain industry specific audit procedures were not performed. The firm has subsequently performed the omitted procedures to support the opinion on the reports issued. This is a repeat finding from a prior peer review.

Recommendation – The firm attributes the omitted procedures to reliance on the third party administrator's SAS70 report on their internal controls in areas which it did not apply. We recommend the firm apply consultation considerations during the audit planning to assure that all audit procedures are properly completed and documented.



In our opinion, except for the deficiencies described above, the system of quality control for the accounting and auditing practice of Bryce Holder, CPA, PA in effect for the year ended May 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency* or *fail*. Bryce Holder, CPA, PA has received a peer review rating of *pass with deficiency*.

*Boyce, Furr & Company, LLP*  
BOYCE, FURR & COMPANY, LLP

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**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Blowing Rock VFD Request for Support of Lease Purchase Agreement***

**MANAGER'S COMMENTS:**

The Blowing Rock Fire and Rescue Squad requested a letter of support from the County to assist in obtaining financing to purchase equipment for their operations. Due to Blowing Rock's inability to present the request at the Board's March 20, 2012, meeting, staff prepared the necessary letter and requested the Chairman's signature in order for the department to not experience reduce cost savings as a result of delayed approval. The letter confirms that they receive both County and fire tax funding. The letter of support does not obligate the County.

Historically these requests are approved by the Board and therefore approval is requested after the fact.



# County of Watauga

Administration Building, Suite 205 • 814 West King Street • Boone, North Carolina 28607

## BOARD OF COMMISSIONERS

Nathan A. Miller, Chairman  
Vince Gable, Vice-Chairman  
David Blust  
Jim Deal  
Tim Futrelle

Telephone 828-265-8000  
TDD 1-800-735-2962  
Voice 1-800-735-8262

COUNTY MANAGER  
Deron T. Geouque

COUNTY ATTORNEY  
Stacy C. Eggers, IV

March 22, 2012

United Financial of North Carolina, Inc.  
58 Wilkie Way  
Fletcher, NC 28732

Re: Lease Purchase Agreement between United Financial of North Carolina, Inc. and Blowing Rock Fire & Rescue

Dear Sirs,

I am Chairman of the County Commissioners of Watauga County. This letter is to advise you that: Blowing Rock Fire & Rescue is a qualified Volunteer Fire Department, assigned to protect a specific Fire District within this County.

In addition, a special ad valorem (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please be advised that the County has no objection to this transaction.

Sincerely,

Nathan A. Miller, Chairman  
Watauga County Board of Commissioners





# County of Watauga

Administration Building, Suite 205 • 814 West King Street • Boone, North Carolina 28607

**BOARD OF COMMISSIONERS**

Nathan A. Miller, Chairman  
Vince Gable, Vice-Chairman  
David Blust  
Jim Deal  
Tim Futrelle

Telephone 828-265-8000  
TDD 1-800-735-2962  
Voice 1-800-735-8262

**COUNTY MANAGER**  
Deron T. Geouque

**COUNTY ATTORNEY**  
Stacy C. Eggers, IV

March 22, 2012

United Financial of North Carolina, Inc.  
58 Wilkie Way  
Fletcher, NC 28732

Gentlemen:

The funding for Blowing Rock Fire & Rescue has been progressive as per the following schedule:

<b>Fiscal Year</b>	<b>Actual or Anticipated Tax Revenue</b>	<b>Assessed Valuation</b>	<b>Rate Per \$100 Value</b>
2012	\$465,000	\$903,000,000	\$.05
2011	\$465,631	\$903,072,300	\$.05
2010	\$450,163	\$900,326,000	\$.05

Sincerely,

Deron T. Geouque  
County Manager  
Watauga County

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**AGENDA ITEM 10:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Watauga Humane Society Funding Request*****MANAGER'S COMMENTS:**

Ms. Jan Watson, Watauga Humane Society President, and Ms. Jenny Miller, Watauga Humane Society Capital Campaign Coordinator, will request additional funding for the care of animals housed at the Humane Society Shelter. Upon completion of the Humane Society facility and acceptance of animals, the County loaned four hundred thousand dollars (\$400,000.00) to the Humane Society to apply toward the cost of facility construction. In exchange for the services provided by the Humane Society, the County was to pay the Humane Society seventy five thousand (\$75,000.00) each year with a CPI escalator. The initial term of the agreement was twenty-five (25) years with automatic renewal periods of one (1) year thereafter unless either party sends the other written notice of its decision not to renew the Agreement within ninety (90) days prior to its expiration.

A promissory note along with the right of first refusal was secured for the County's \$400,000 investment for the twenty-five (25) year period should the Humane Society decide to sell the property, default on its primary loan for the construction of the building, or terminate the agreement prior to the twenty-five (25) year period. The Humane Society began accepting animals from the County in October of 2011, thus the yearly maintenance fee was prorated to \$56,250. The County incurred expenses from July 1, 2011 through September 2011 for shelter operations until the Humane Society assumed control. The agreement allows the maintenance fee to be disbursed in quarterly installments, however in an effort to assist the Humane Society the maintenance fee was provided in a lump sum payment.

The Manager's understanding is that had the agreement with the County not been executed, the Humane Society may have not been able to obtain the financing for their facility. Prior to the agreement the County was averaging 1,500 animals a year. Budget totals for Animal Care and Control for Fiscal Years 2008-09, 2009-10, and 2010-11 were \$197,730, \$144,585, \$147,915, respectively.

At present time the Humane Society has submitted a budget request for \$225,000 for Fiscal Year 2012-13, or a \$150,000 increase over the current agreement.

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**AGENDA ITEM 10:**

**MISCELLANEOUS ADMIRNISTRATIVE MATTERS**

*C. Boards and Commissions*

**MANAGER'S COMMENTS:**

During the regular Town Council meeting held on February 14, 2012, the Blowing Rock Town Council recommended Ms. Brenda Fairbetter to serve as the ETJ member of their Planning Board and Mr. Terry Story to serve as the ETJ member of their Board of Adjustment.

The above are second readings; therefore, action may be taken if so desired.

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**From:** Anita.Fogle  
**Sent:** Wednesday, February 22, 2012 10:26 AM  
**To:** 'Sharon Greene'  
**Subject:** RE: Recommendations

Thanks Sharon!

I will place these recommendations on the agenda for our next meeting. We just had a meeting last night, so our next one is March 6<sup>th</sup>. Our Board traditionally holds two readings prior to voting on Boards & Commissions appointments, so that may occur at their 2<sup>nd</sup> meeting in March, which will be the 20<sup>th</sup>. I will let you know as soon as action is taken.

I hope you are having a great week!

Thanks,  
Anita

Anita J. Fogle, Clerk to the Board  
Watauga County  
814 West King Street, Suite 205  
Boone, North Carolina 28607  
828.265.8000 Phone  
828.264.3230 Fax  
[Anita.Fogle@watgov.org](mailto:Anita.Fogle@watgov.org)  
[www.WataugaCounty.org](http://www.WataugaCounty.org)

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**From:** Sharon Greene [<mailto:brtownclerk@bellsouth.net>]  
**Sent:** Tuesday, February 21, 2012 5:18 PM  
**To:** [anita.fogle@ncmail.net](mailto:anita.fogle@ncmail.net)  
**Subject:** Recommendations

Hi Anita,

I'm not sure who I need to let know, but... the following people were recommended to serve at the ETJ members of our Planning Board and Board of Adjustment during the regular Town Council meeting held on February 14, 2012. Brenda Fairbetter was recommended to serve at the ETJ member of the Planning Board and Terry Story was recommended to serve on the Board of Adjustment. If you need further information, please let me know.

Thanks  
Sharon

**AGENDA ITEM 10:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****D. Announcements*****MANAGER'S COMMENTS:**

You have been invited to attend "Aarons After Hours" scheduled for April 19, 2012, from 7:30 P.M. to 8:30 P.M. for an opportunity to become acquainted with Aaron's Sales and Lease and to see first-hand the service they provide to the community.

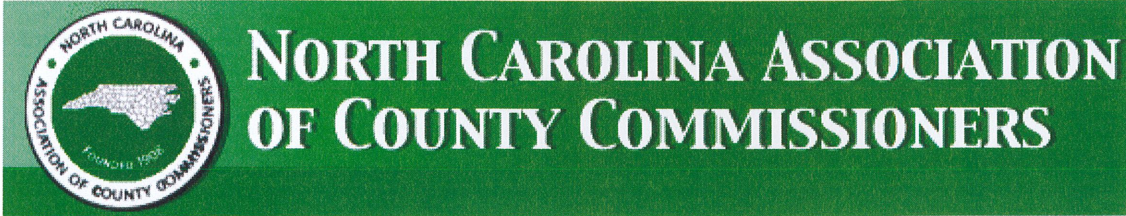
The North Carolina Association of County Commissioners' (NCACC) District Meeting is scheduled for April 12, 2012, at the Holiday Inn Express in Wilkesboro. Tentative meeting times are 5:30 P.M. to 8:00 P.M.

Two public hearings are scheduled for the April 17, 2012, Board meeting to allow citizen comment on both the Community Development Block Grant Small Cities Catalyst Program application on behalf of the Hospitality House and the proposed refinancing for the new high school.



The Project on Aging invites the Board to attend a Volunteer Recognition Breakfast on Thursday, April 19, 2012, at the Dan'l Boone Inn from 8:30 A.M. to 10:30 A.M. If you wish to attend please notify Anita by April 13, 2012, who will be happy to RSVP on your behalf.

A tour of the new Humane Society facility which was recently constructed through a partnership with the County is scheduled for April 27, 2012, from 12:00 noon until 1:30 P.M.

Appalachian State would like to invite the Commissioners, School Board members, and Town Council members, to campus on May 7, 2012, from 9:00 A.M. to 2:00 P.M. The purpose of the meeting would be to provide an update on major activities taking place on campus such as construction projects, strategic priorities, state funding and its impact on the campus, and major initiatives involving the local community. The day would consist of a tour, lunch, and meeting with University officials. They would like for this to become an annual event.



# NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS

- Home
- What is the NCACC
- Current Issues
- Legislative Information
- Legislative Bulletin
- Risk Management
- Report A Claim (members)
- Projects
- Research and Survey
- Links to Counties
- Classifieds 
- Staff
- Publications and Lists
- Links
- Recent Mailings
- Calendar of Events 
- Annual Conference

NCACC  
P.O. Box 1488  
Raleigh, NC 27602-1488  
Tel: (919) 715-2893  
Fax: (919) 733-1065  
E-mail:  
ncacc@ncacc.org

## NCACC April district meetings

The Association has announced locations for its series of six district meetings to be held this April. The tentative times for each meeting are 5:30 - 8 p.m. Dinner will be included.

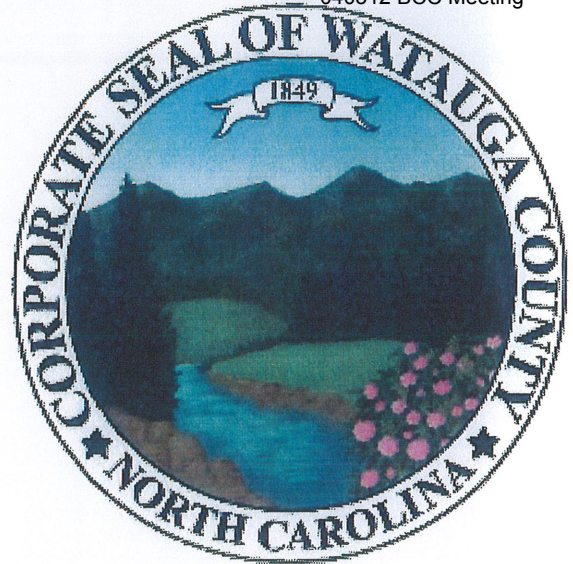
There is no registration fee to attend the meeting, but county officials are asked to register in advance so the Association will have accurate meals counts. You must [register on-line](#) for the meetings.

### Dates and venues

Date(s)	Day	County	Venue
April 11	Wednesday	Buncombe	<u><a href="#">Doubletree Biltmore</a></u> , Asheville
April 12	Thursday	Wilkes	<u><a href="#">Holiday Inn Express</a></u> , Wilkesboro
April 19	Thursday	Cabarrus	<u><a href="#">Embassy Suites</a></u> , Concord
April 24	Tuesday	Person	<u><a href="#">Piedmont Community College</a></u> , Roxboro
April 25	Wednesday	Duplin	Mad Boar Restaurant, Wallace
April 26	Thursday	Martin	<u><a href="#">Bob Martin Eastern Ag Center</a></u> , Williamston

Attendees will earn three credits toward the Practitioner, Master or Mentor recognition levels through the Local Elected Leaders Academy (LELA) Recognition Program. To learn more about LELA, click [here](#).





Watauga County Project on Aging  
132 Poplar Grove Connector, Suite A  
Boone, NC 28607  
828-265-8090

## WATAUGA COUNTY PROJECT ON AGING

# *VOLUNTEERS*



*Our Greatest  
Natural  
Resources*

You are invited to the  
**Project on Aging  
Volunteer Recognition  
Breakfast**

on

**Thursday, April 19, 2012**

at the

**Daniel Boone Inn Restaurant**

At the corner of

King and Hardin Street

floating between the hours of  
8:30 and 10:30 a.m.

Please call 265-8090 by  
April 13, 2012  
to reserve a seat.

**AGENDA ITEM 11:**

**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 12:**

**BREAK**

**AGENDA ITEM 13:**

**CLOSED SESSION**

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