

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

**TUESDAY, SEPTEMBER 1, 2015
8:30 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: August 18, 2015, Regular Meeting August 18, 2015, Closed Session		1
	3	APPROVAL OF THE SEPTEMBER 1, 2015, AGENDA		9
8:35	4	HARDIN PARK PARENT/TEACHER ORGANIZATION (PTO) REQUEST FOR COUNTY FORCES	MS. BRIAN JOHNSON	11
8:40	5	APPALACHIAN DISTRICT HEALTH DEPARTMENT DISCUSSION	MR. NATHAN MILLER	19
8:45	6	PROPOSED PROCLAMATION DECLARING SEPTEMBER 19, 2015, AS WATAUGA COUNTY RIVER CLEAN UP DAY	MS. WENDY PATOPRSTY	21
8:50	7	PROPOSED CHANGE ORDER FOR GREENWAY PROJECT	MR. JOE FURMAN	23
8:55	8	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Request to Appoint Dr. Jennifer Stoeber as Medical Director B. Boards and Commissions C. Announcements	MR. DERON GEOUQUE	25 39 51
9:00	9	PUBLIC COMMENT		52
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10:05	11	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		52
10:15	12	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

August 18, 2015, Regular Meeting

August 18, 2015, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, AUGUST 18, 2015**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, August 18, 2015, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Jimmy Hodges, Chairman
David Blust, Vice-Chairman
Billy Kennedy, Commissioner
John Welch, Commissioner
Perry Yates, Commissioner
Austin Eggers, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

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

Commissioner Yates opened the meeting with a prayer and Commissioner Welch led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Hodges called for additions and/or corrections to the August 4, 2015, regular meeting and closed session minutes.

The following correction was requested:

Chairman Hodges called for additions and/or corrections to the August 4, 2015, agenda.

County Manager Geouque requested to add a Closed Session per, G. S. 143-318.11(3) and possible action after Closed Session.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the August 4, 2015, agenda as ~~presented~~ amended.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the August 4, 2015, regular meeting minutes as amended.

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the August 4, 2015, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Hodges called for additions and/or corrections to the August 18, 2015, agenda.

County Manager Geouque requested to add the following:

- A proposed contract with Superior Mulch for FY 2016 brush grinding services.
- Add appointments to the Personnel Advisory Committee and the Caldwell Community College and Technical Institute Board to Boards and Commissions.
- Add Land Acquisition, per G. S. 143-318.11(a)(5)(i) and Personnel Matters, per G. S. 143-318.11(a)(6).

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the August 18, 2015, agenda as amended.

VOTE: Aye-5
Nay-0

PROCLAMATION HONORING THE LIFE AND MEMORY OF THE HONORABLE WILLIAM EUGENE “GENE” WILSON

Chairman Hodges presented a proclamation honoring the life and memory of Mr. William Eugene “Gene” Wilson to his family.

UPDATE ON APPALACHIAN DISTRICT HEALTH DEPARTMENT SERVICES AND FINANCIAL MATTERS

[Clerk’s Note: Ms. Lovette arrived at the meeting after it began and, therefore, gave her presentation after Public Comment.]

PROPOSED GRANT/CONTRACT FOR FY 2016 SENIOR HEALTH INSURANCE INFORMATION PROGRAM (SHIIP)

Ms. Angie Boitnotte, Director of Project on Aging (POA), requested the Board accept the FY 2016 grant/contract for the Senior Health Insurance Information Program (SHIIP). The grant is for \$3,051 and requires no County funds. The funds are used to provide assistance and outreach to low-income citizens.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to accept the Senior Health Insurance Information Program (SHIIP) grant in the amount of \$3,051.

VOTE: Aye-5
Nay-0

MAINTENANCE VEHICLE BID AWARD REQUEST

Mr. Robert Marsh, Maintenance Director, presented a bid from Capital Ford in the amount of \$18,104 for a new 2015 Ford F150. Capital Ford was the lowest responsive bidder with no local vendors able to match the price offered. Funds have been budgeted for the expense in the Fiscal Year 2015-2016 budget.

Commissioner Yates, seconded by Commissioner Welch, moved to award the bid to Capital Ford for a new 2015 Ford F150 in the amount of \$18,654 which includes taxes and tag.

VOTE: Aye-5
Nay-0

SMOKY MOUNTAIN CENTER QUARTERLY REPORT

Ms. Margaret Pierce, Finance Director, presented the Smoky Mountain Center Quarterly Financial Report as required by Statute. The presentation was for information only and, therefore, no action was taken.

SHERIFF'S OFFICE VEHICLE BID AWARD REQUEST

County Manager Geouque presented vehicle prices for six (6) new Ford All-Wheel Drive Police Interceptor SUVs and one (1) new Ford All-Wheel Drive Police Interceptor Sedan for the Sheriff's Office. The price for the All-Wheel Drive Police Interceptor SUVs is \$26,110.29 and \$23,426.85 for the All-Wheel Drive Police Interceptor Sedan for a total cost of \$180,089. Including \$5,444.66 for taxes and tags the total amount is \$185,534. The County Manager stated that at a future meeting, a bid would be forthcoming for both the purchase and installation of the equipment in the new vehicles. Adequate funds have been budgeted to cover the cost of the vehicles.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to award the bid to Asheville Ford for six (6) new Ford All-Wheel Drive Police Interceptor SUVs and one (1) new Ford All-Wheel Drive Police Interceptor Sedan in the amount of \$180,089 plus \$5,444.66 for taxes and tags for a total amount of \$185,534.

VOTE: Aye-5
Nay-0

BID AWARD REQUEST FOR BRUSH GRINDING SERVICES

County Manager Geouque stated that Mr. J.V. Potter, Operations Service Director, had recommended the award of a bid with Superior Mulch in the amount of \$18.24 per ton for brush grinding in Fiscal Year 2016. Adequate funds have been budgeted to cover the contract expense.

Commissioner Yates, seconded by Commissioner Welch, moved to approve the contract with Superior Mulch for the grinding of brush at a rate of \$18.24 per ton for Fiscal Year 2015-2016.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Boards and Commissions

Economic Development Commission

County Manager Geouque stated that Scott McKinney was relocating and has resigned from the Economic Development Commission. His term expires in June, 2016, therefore, an appointment to fill his unexpired term (which expires June 2016) was needed. Volunteer applications have been received from the following: Ms. Anne Ward, Mr. Douglas McGuire, Ms. Missy Harrill, Mr. Ray Cameron, Ms. Lisa Cooper, Mr. Merrill Littlejohn, and Mr. Tad Dolbier.

Commissioner Kennedy, seconded by Commissioner Welch, moved to appoint Ms. Lisa Cooper to fill the un-expired term on the Economic Development Commission which will expire in June 2016.

VOTE: Aye-2(Kennedy, Welch)
Nay-3(Hodges, Blust, Yates)

Vice-Chairman Blust, seconded by Commissioner Yates, moved to appoint Mr. Douglas McGuire to fill the un-expired term on the Economic Development Commission which will expire in June 2016.

VOTE: Aye-5
Nay-0

Personnel Advisory Committee

County Manager Geouque stated that the Watauga County Personnel Ordinance established a Personnel Advisory Committee which is comprised of five (5) persons designated by the Board, authorized to hear employee grievances, and recommend decisions to the appointing authority. The Committee consists of one (1) Commissioner, one (1) department head and three (3) non-supervisory regular employees. Current members of the Personnel Advisory Committee are as follows:

<u>Employee</u>	<u>Position</u>
Ms. Angie Boitnotte	Department Head
Mr. Stephen Moody	Regular Employee
Mr. John Spear	Regular Employee
Ms. Amy Parsons	Regular Employee
Mr. Jimmy Hodges	County Commissioner
Ms. Karen Ward	Alternate Member

Mr. Stephen Moody has served for several years and wishes to resign from the Committee at this time and the alternate member, Ms. Karen Ward no longer works for the County.

The County Manager stated that staff recommended Mr. Brandon Saunders be appointed to fill Mr. Moody's position and Ms. Regina Houck be appointed as the alternate member.

Vice-Chairman Blust, seconded by Commissioner Yates, waived the second reading and appointed Mr. Brandon Saunders as a regular member and Ms. Regina Houck as the alternate member to the Personnel Advisory Committee.

VOTE: Aye-5
Nay-0

Caldwell Community College Board

County Manager Geouque stated that Dr. Boham with Caldwell Community College and Technical Institute (CCC&TI) recommended the reappointment of Mr. Billy Ralph Winkler to their Board.

Vice Chairman Blust, seconded by Commissioner Kennedy, moved to waive the second reading and reappoint Mr. Billy Ralph Winkler to the Caldwell Community College and Technical Institute Board as recommended.

VOTE: Aye-5
Nay-0

B. Announcements

County Manager Geouque announced the High Country Council of Governments' Annual Banquet as scheduled for Friday, September 4, 2015, at Linville Ridge.

PUBLIC COMMENT

The following citizens spoke during public comment:

Carolyn Henion (concerns with HILU setbacks)

Susie Winters (concerns with potential development on Rainbow Trail)

John Lasater (concerns with Mountain Motor Speedway)

Jette Terpner (concerns with Mountain Motor Speedway)

Jill Hoekstra (concerns with Mountain Motor Speedway)

UPDATE ON APPALACHIAN DISTRICT HEALTH DEPARTMENT SERVICES AND FINANCIAL MATTERS

Ms. Beth Lovette, Appalachian District Health Director, presented an update regarding services and financial matters. The report was for information only and, therefore, no action was taken.

COMMISSIONER COMMENT

Commissioner Welch wished his daughter, who was in attendance, a happy tenth birthday and requested to be excused from the remainder of the meeting due to a family matter.

Commissioner Yates, seconded by Vice-Chairman Blust, moved to excuse Commissioner Welch from the remainder of the meeting.

[Clerk's note: due to an oversight, a vote was not taken on the above motion.]

CLOSED SESSION

At 6:51 P.M., Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i), and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-4
Nay-0
Absent-1(Welch)

Commissioner Kennedy, seconded by Commissioner Yates, moved to resume the open meeting at 8:35 P.M.

VOTE: Aye-4
Nay-0
Absent-1(Welch)

Commissioner Kennedy, seconded by Yates, moved to recess the meeting until Thursday, August 20, 2015, at 12:00 P.M. in the Commissioners' Board Room.

RECONVENE

Chairman Hodges reconvened the meeting at 12:05 P.M. on Thursday, August 20, 2015, at 12:00 P.M. in the Commissioners' Board Room with the following present: Chairman Hodges, Vice-Chairman Blust, Commissioners Kennedy, Welch, and Yates, County Manager Geouque, Clerk to the Board Fogle, and County Attorney, Stacy C. Eggers, IV.

CLOSED SESSION

At 12:05 P.M., Commissioner Welch, seconded by Vice-Chairman Blust, moved to enter Closed Session to continue discussions from the closed session on Tuesday, August 18, 2015, for Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i), and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Commissioner Welch, moved to resume the open meeting at 12:57 P.M.

VOTE: Aye-5
Nay-0

POSSIBLE ACTION AFTER CLOSED SESSION

Town of Boone Easement Request

County Attorney Eggers reviewed a proposed easement with the Town of Boone at the County-owned former Caldwell Community College and Technical Institute Continuing Education Building. The easement would include terms in which the Town of Boone would provide a water allocation of five-hundred-thousand (500,000) gallons per day from the Town of Boone’s new capacity upon the completion of their water intake project.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the easement contingent upon the Town of Boone providing the County with a water allocation of five-hundred-thousand (500,000) gallons per day from the Town of Boone’s new capacity upon the completion of their water intake project.

VOTE: Aye-3(Hodges, Kennedy, Welch)
Nay-2(Blust, Yates)

Representation for Board of Adjustment Appeals

Commissioner Kennedy, seconded by Commissioner Yates, approved a contract with Mr. Dave Pokela, with Nexus/Pruitt, providing legal representation for staff in Board of Adjustment appeals.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Kennedy, seconded by Commissioner Yates, moved to adjourn the meeting at 1:10 P.M.

VOTE: Aye-5
Nay-0

Jimmy Hodges, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE SEPTEMBER 1, 2015, AGENDA

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AGENDA ITEM 4:

HARDIN PARK PARENT/TEACHER ORGANIZATION (PTO) REQUEST FOR COUNTY FORCES

MANAGER'S COMMENTS:

Mr. Brian Johnson representing the Hardin Park Parent/Teacher Organization will request the use of County forces in the replacement of the playground at Hardin Park Elementary School. The playground is used by the Recreation Department for the summer camp programs. County forces are able to incorporate this project into the current workload and schedule.

Board action is required to allow the use of County forces on the Hardin Park Elementary School playground renovation.

Hardin Park Parent Teacher Organization (PTO)
 361 Jefferson Road • Boone, North Carolina 28607
 hardinparkschool@gmail.com

August 25, 2015

Watauga County Board of Commissioners
 814 West King Street, Suite 205
 Boone, North Carolina 28607



RE: Request for Services

Dear Watauga County Commissioners,

Over ten years ago, Hardin Park PTO and Hardin Park School began to vision, to plan and to dream about a renovated playground for Hardin Park Elementary School. There are many reasons why a school would want to replace playground equipment and for the purposes of our request we will give you a few of our most important reasons why Hardin Park has worked so hard for the past ten years with planning and fundraising.

First, as many of you may know, Hardin Park Elementary School serves many of the students in Watauga County who have severe physical limitations. Hardin Park's playground visionaries not only wanted to create a "playground" but a meaningful inclusive play environment where children of all abilities had the opportunity to interact and explore with their classmates. As is, the current playground facility is not accessible nor does it contain any accessible equipment. A student who uses a wheelchair could complete their entire nine years at Hardin Park (Kindergarten through 8th Grade) and never be able to access the playground and interact with their classmates.

Second, as with many playgrounds, playground equipment eventually becomes aged, outdated and then underutilized. This is the case for most of the equipment at Hardin Park. Previously, the PTO would raise funds to replace one piece of equipment at a time. Which at the time, seemed the best course of action, but eventually led to a disjointed playground with a variety of equipment all with various ages, (all of which at this date are outdated).

Finally, Hardin Park serves over 800 students, and at any given time the playground is being used by up to 200 students. This playground also serves Watauga County Parks and Recreation during the summer months and is seen as a community playground. The playground needs to be innovative, creative and refreshing to hold the attention and stimulate the imagination of so many children.

Due to these reasons, the original final design was inclusive and creative and which would provide all children of all abilities a wonderful play environment. Unfortunately this original design came with a large price tag of over \$250,000.00 and it is important to note that this did not deter Hardin Park Families from taking the project on. Fundraising began immediately and for over ten years, Hardin Park Families and Hardin Park School Faculty and Staff have persevered through fundraiser after fundraiser and have now raised over \$132,000.00. While this is a lot of money, it still is only half-way to the original goal.

Late last school year we began to discuss ways to make the playground a reality with the current funds and about the same time it was suggested that the school phase the playground, the PTO had individuals in the Hardin Park family come forward to donate their time and talents with the planning and design work.

The new plans, which are attached, now provide an accessible playground with accessible equipment. Equipment was chosen that would serve the number of children (up to 200) and that still would be mostly accessible. Please note that accessible pour-in-place solid surfacing, which is quite expensive is required for the accessible equipment. Due to these needs, the final costs for the equipment and the solid surfacing use the entire amount raised so far and doesn't leave any room for actual construction of either the new paths or the grading.

After considerable thought, PTO is now reaching out to different agencies to see if it is possible to receive donated services to help defray the costs of construction and figure out how to make the last few details come together so that we can build our playground. We hope that the County Commissioners will be able to help us.

To build an accessible playground will require grading to make the site accessible. This means that some of the older material may have to be removed, some fill may be needed to be brought in and the site graded into different tiers. The site currently has a retaining wall and slopes near the school which are experiencing erosion. The final design plans have the site reconfigured so that most areas of the site (once all phases are completed) will be accessible and so that retaining wall are not needed. In fact due to the grouping of the new equipment, the school has even greater opportunities in the future to expand the playground or other facilities.

After consulting with Dr. Elliott, Watauga County Schools Superintendent, the Watauga County Board of Education is willing to donate force labor to assist during the actual physical construction of the equipment and around the site as their expertise allows. The Board of Education does not have the staff or the equipment necessary to handle the site work (grading) required. At this time we respectfully request that the County Commissioners consider donating grading services to prep the site this fall.

The PTO plans to approach the Town of Boone later on in September to see if the Town would also donate services for our accessible path construction. If successful, we may be able to have a new playground for Hardin Park by spring.

We thank you for your time in considering this matter. Dr. Elliott, Watauga County Schools Superintendent, Mary Smalling, Hardin Park Principal and Brian Johnson, playground volunteer, plan on attending the meeting to show support for our request and to provide a brief presentation on the playground plans. They will also be available for any questions you may have.

Respectfully,

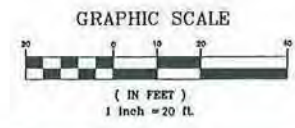
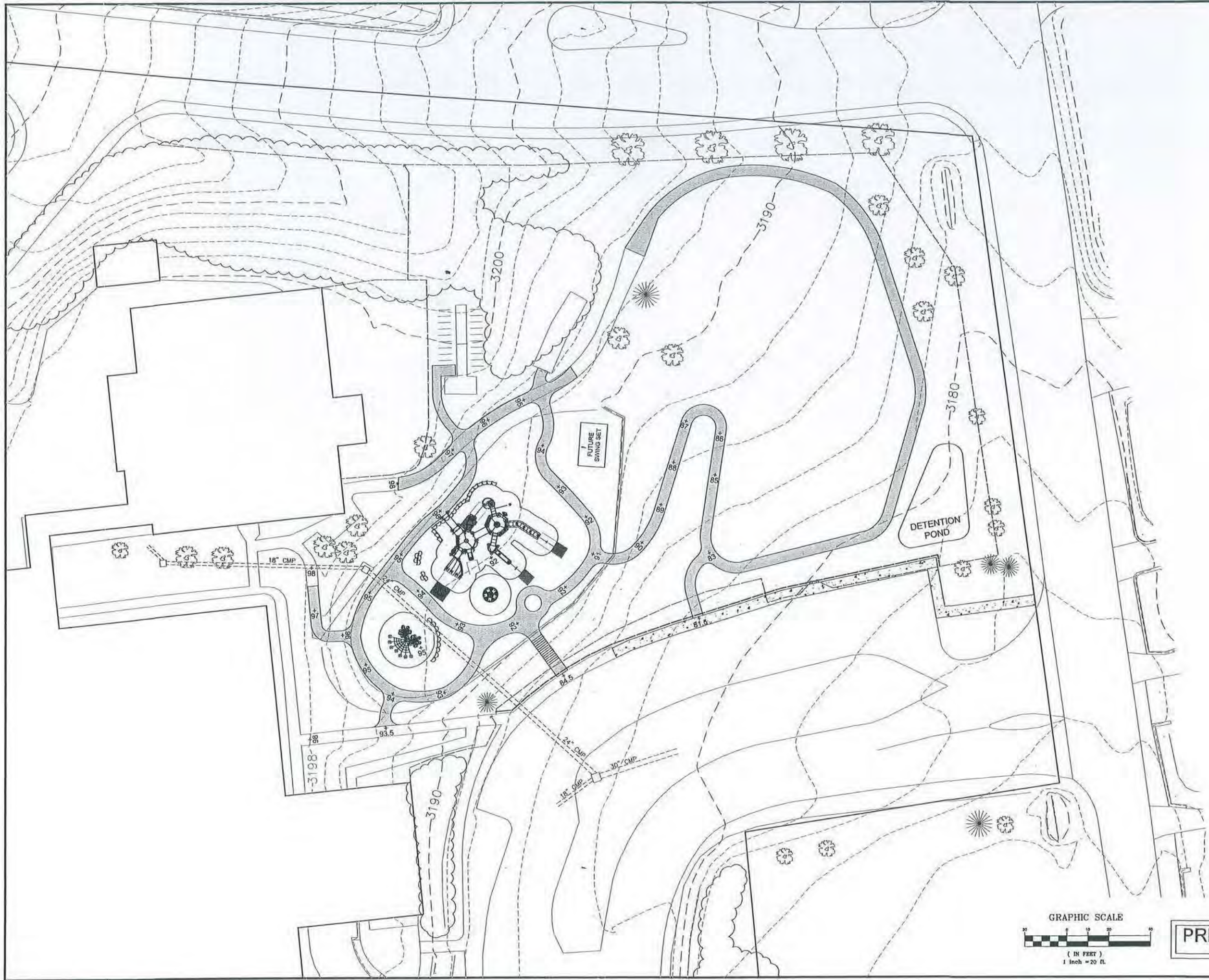
The 2015-2015 Hardin Park Parent Teacher Organization

Jane Shook, President

Christy Turner, Vice-President

Stacey Harris, Treasurer

Maryam Ahmed, Secretary

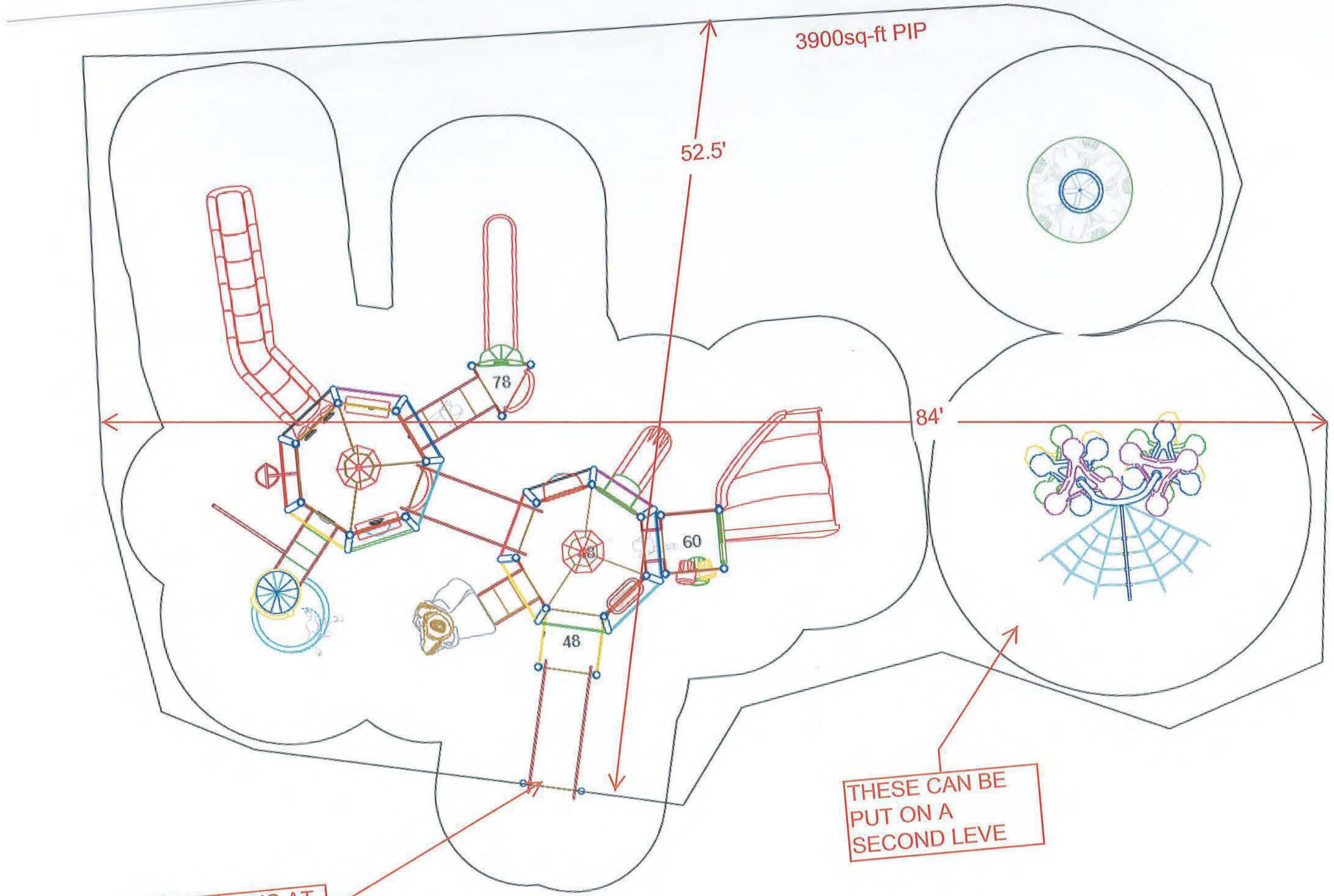


PRELIMINARY
 FOR REGULATORY REVIEW ONLY

HARDIN PARK ELEMENTARY SCHOOL
 PLAY GROUND
 NC HIGHWAY 194
 BOONE, NORTH CAROLINA

DATE	BY	DESCRIPTION
		BASE MAP

SCALE: 1" = 20'
 DATE: 8-25-15
 DRWN. BY: AJC
 CHKD. BY:
 PROJECT NUMBER:
 DRAWING NO. SHEET NO. 4



THIS RAMP IS AT 4' elevation

THESE CAN BE PUT ON A SECOND LEVE





AGENDA ITEM 5:

APPALACHIAN DISTRICT HEALTH DEPARTMENT DISCUSSION

MANAGER’S COMMENTS:

Per Commissioner request, Mr. Nathan Miller will discuss Appalachian District Health Department issues. Staff would recommend caution regarding discussions with Mr. Miller as he currently represents a client that is suing the Appalachian District Health Department. The Board may wish to consult with the County Attorney in closed session depending on the matters raised by Mr. Miller.

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AGENDA ITEM 6:

PROPOSED PROCLAMATION DECLARING SEPTEMBER 19, 2015, AS WATAUGA COUNTY RIVER CLEAN UP DAY

MANAGER'S COMMENTS:

Ms. Wendy Patoprsty, Cooperative Extension, will request the Board adopt the enclosed proclamation declaring September 19, 2015 as Watauga County River Clean Up Day.

Board action is requested to adopt the proclamation as presented.

STATE OF NORTH CAROLINA

DRAFT

COUNTY OF WATAUGA

**A Proclamation Declaring September 19, 2015,
As Watauga County River Clean Up Day**

WHEREAS, Watauga County is rich in natural resources and beauty; and

WHEREAS, water is a basic and essential need for all life; and

WHEREAS, trash fouls our waterways as well as our landscapes; and

WHEREAS, every citizen should contribute to keeping our environment clean and healthy by working together to conserve clean water and the natural beauty of our surroundings.

NOW, THEREFORE, BE IT PROCLAIMED that the Watauga County Board of Commissioners does hereby declare September 19, 2015 as WATAUGA COUNTY RIVER CLEAN UP DAY in Watauga County; and

BE IT FURTHER PROCLAIMED that the Watauga County Board of Commissioners hereby urges every citizen to do his or her part to restore the beauty and function of our lakes and streams by volunteering to participate in the River Clean Up event.

ADOPTED, this the 1st day of September, 2015.



Jimmy Hodges, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle
Clerk to the Board

AGENDA ITEM 7:**PROPOSED CHANGE ORDER FOR GREENWAY PROJECT****MANAGER'S COMMENTS:**

At the July 21, 2015 Board meeting, a change order was granted for the South Fork New River Greenway Extension Project regarding a retaining wall. The change order was in the amount of \$28,003.50 with staff to request additional funding from NCDOT. Staff has received preliminary approval from NCDOT for additional funding in the amount of \$30,000 to cover the change order. However, upon continued review of the retaining walls by NCDOT engineers an additional change order will be required. The amount of the change order and details were not available at the time of the Board packet preparation. If the change order information and details are available, they will be presented at the meeting. Due to time constraints, Mr. Furman may not be able to provide the necessary details and information before the meeting date and may be required to pull the item from the agenda.

As previously noted, the schedule for this project continues to remain tight due to when NCDOT released the funding; any delay in considering the new change order has the potential to jeopardize funding and the project. Substantial completion is needed by October 15, 2015, with December 15, 2015, as the scheduled completion date. All state and federal money must be drawn down by the end of December 2015.

Board action will be required to approve the change order for the South Fork New River Greenway Extension Project regarding the retaining wall.

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AGENDA ITEM 8:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Request to Appoint Dr. Jennifer Stoeber as Medical Director

MANAGER'S COMMENTS:

Dr. John Stanton is moving from Watauga County and is therefore resigning as Medical Director of the Watauga County Emergency Medical Services Plan. Dr. Jennifer Stoeber is recommended by staff and Watauga Medics to be appointed as the new Medical Director, effective September 1, 2015. A copy of the contract is included and has been reviewed and approved by the County Attorney.

Board action is required to approve Dr. Jennifer Stoeber as the new Medical Director for the Emergency Medical Services Plan and the subsequent contract with her appointment.



North Carolina Medical Board

Physician License Certificate

Next Renewal Date Certificate #
12/20/2015 **155872**

This physician named below is currently licensed with the NC Medical Board and has paid the fees as required by the general statutes of North Carolina, section 90-13.1 and rules promulgated pursuant thereto

License No: 2009-00847

Jennifer Stoeber MD
217 Frank Mast Road
Banner Elk, NC 28604

Daniel Henderson
Executive Director

Below is your renewal certificate for your wallet. Please detach and discard this portion.



North Carolina Medical Board

Next Renewal Date
12/20/2015

Certificate #
155872

This is to certify that the physician named below is currently licensed with the NC Medical Board and has paid the fees as required by section 90-13.1 and rules promulgated pursuant thereto.

Jennifer Stoeber MD
License No : 2009-00847

Daniel Henderson
Executive Director



August 2015

Curriculum Vitae

Jenny Stoeber, MD

Home Address: 217 Frank Mast Road Banner Elk, NC 28604

Mobile Phone: (864) 414-4645

Email: jstoeberbrown@gmail.com

Education

Emergency Medicine Residency: Medical College of Georgia (2006-2009)
Co-Chief Resident (2008-2009)

Medical School: Medical University of South Carolina (2002-2006)
School of Medicine

Undergraduate Education: Anderson College (1998-2002)
Bachelor of Science Degree
Biology Major
Magna cum laude

Current Position

Watauga Medical Center Emergency Department Attending Physician
July 2009-present
Full Time

AppUrgent Care, Appalachian Regional Healthcare System
October 2011-present
Prn

Watauga County EMS Medical Director
August 2015-present

License/Certifications

North Carolina Medical License - 155872
Basic Life Support (BLS)
Advanced Cardiac Life Support (ACLS)
Pediatric Advanced Life Support (PALS)

Research

Publications

Carr, Christine M. MD, FACEP; Kini, Sam MD, FACEP; Stoeber, Jen MS
 Recurrent Pericardial Effusion in a Patient After Pericardial Window
 Southern Medical Journal
 Volume 98, Number 10, Suppl:S7-S8, October 2005

Presentations

January 10, 2008 “Urogenital Emergencies”
 MCG, Department of Emergency Medicine
 Grand Rounds
 Augusta, GA

July 15, 2008 “Introduction to Abdominal Pain in the ED”
 MCG, Department of Emergency Medicine
 Grand Rounds
 Augusta, GA

Residency positions

MCG, Department of Emergency Medicine, Co-Chief Resident: Manage the intern didactic month for the department, scheduling and organization for the monthly journal club, and scheduling/coordination of live tissue labs for EM residents and EM PA residents. Serve as the residency event coordinator. Work collaboratively with Residency Directors and other Co-Chiefs to assure residency is functioning and meeting all guidelines. Attend and participate in monthly faculty, ultrasound, academic committee, event medicine, and chief resident meetings.

Committees

Clinical Transformation Committee, Watauga Medical Center
 Department of Emergency Medicine Committee, Watauga Medical Center
 Advanced Life Support Committee, Watauga Medical Center

Recent Medical Conferences

North Carolina Association of EMS Administrators
 Asheville, NC
 August 2015

Emergency Medicine and Acute Care Course 2015
 Key West, Florida

February 2015
Current Concepts in Emergency Care
Maui, Hawaii
December 2013
The National Conference on Wilderness Medicine
Big Sky, Montana
February 2013

Event Medicine

April 2009	Masters Professional Golf Tournament On-site Physician Volunteer
April 2008	Masters Professional Golf Tournament On-site Physician Volunteer
April 2007	Masters Professional Golf Tournament On-site Physician Volunteer
July 2006	Southern National Boat Races On-site Physician Volunteer

Interests Outside of Medicine

Photography
Travel
Hiking

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into and effective as of September, 2015, by and among **WATAUGA COUNTY** (the "County") and **JENNIFER STOEBER, MD.** (the "Physician"), who is a duly licensed Physician and resident of the State of North Carolina.

STATEMENT OF PURPOSE

WHEREAS, the County operates and maintains a Division of Emergency Medical Services which, as its principal function, provides emergency medical care to citizens of the County;

WHEREAS, the County wishes to have associated with this program a trained physician specializing in emergency medicine to provide guidance and support; and

WHEREAS, The Physician, Jennifer Stoeber, wishes to provide this service for the County and is willing to accept an employment agreement with the County, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto mutually consent, covenant, represent, warrant and agree as follows:

1. **TERM.** The initial term of this Agreement shall be one (1) year, commencing September 1, 2015, (the "Effective Date"), and ending at 12:00 p.m. on August 31, 2016, unless earlier terminated pursuant to the provisions hereof. At the end of the initial term hereof, this Agreement shall be automatically renewed for successive one-year terms, unless canceled by either party by written notice of such cancellation to the other party at least ninety (90) days prior to the end of the initial term or any renewal thereof.
2. **EMPLOYMENT STATUS.** The Physician is hereby employed by the County to perform medical acts, tasks or functions and render professional medical, administrative and supervisory services, as described in this Agreement, subject to the terms and conditions set forth in this Agreement.
3. **SALARY.** For the initial twelve (12) month term of this Agreement, the County shall pay the Physician an annual rate of \$24,000.00 payable in monthly installments in accordance with the County's normal pay schedule for similarly situated employees.
4. **REIMBURSEMENT FOR ATTENDANCE AT CONFERENCES, ETC.** The County shall reimburse the Physician his reasonable expenses of attendance at continuing medical education programs and professional conferences pre-approved by the County, as defined by the County's current travel policy, which will be provided to the Physician upon request.
5. **DUTIES AND RESPONSIBILITIES.** The Physician shall perform the following duties and responsibilities:

- A. Provide medical direction for the emergency medical services program of Watauga County;
- B. Develop, review and periodically update medical treatment protocols in conjunction with the Advanced Life Support Committee of Watauga Medical Center;
- C. Provide medical treatment and supervision of personnel by periodically responding to EMS calls and observing the approach, demeanor, relationships, and medical treatment provided to the patient and others by all responding personnel including fire, law enforcement rescue and other persons who function as a first responders and EMS personnel;
- D. Facilitate a program of total quality management of patients addressing appropriate patient management effectiveness of treatments and components of the EMS system that occur from the initiation of a 911 telephone call through delivery of a patient to the hospital;
- E. Provide ongoing recommendations concerning system needs and changes necessary to implement and operate the patient total quality management program;
- F. Serve as the EMS contact person for regional hospitals and receive complaints, comments, or questions from hospital medical staff about out of hospital emergency medical issues;
- G. Chair the ALS committee of Watauga Medical Center;
- H. Assist the Directors of the Department of Public Safety's Division of the Fire/Rescue, Emergency Management and City/County Bureau of Identification. Directors of Public Health (and related functions) within the County's Department of Human Services and other County departments and divisions involved directly or indirectly in the delivery of emergency medical care in general medical issues in providing coverage for special events planning for mass casualty and other activities beyond day to day EMS response requirements.
- I. Serve as the medical director of the County's Emergency Medical Dispatch program;
- J. Work and/or interact with all patients and staff of the county in a professional manner;
- K. Deliver (or direct the delivery of) appropriate and relevant emergency medical care information via continuing education programs for EMS personnel, including but not limited to continuous quality improvement, new procedures and new or amended protocols;
- L. Maintain an active relationship and involvement with the County's medical community by serving as liaison between the Division and physicians through remote conferences, meeting and seminars.

- M. Communicate on a regular basis with the County's EMS system ambulance and connect field audits of the activities of those EMS/rescue squads in addition to audits conducted within the Division.
- N. Such other duties and services as the County may reasonably request from time to time in order to fulfill the purpose and intent of this Agreement.
6. **TIME COMMITMENT.** The Physician shall devote adequate professional time and energies to the performance of his duties and responsibilities hereunder, which is contemplated to be an average of sixteen (16) hours per month. It is not, however, the intent of this Agreement for Physicians employment to be exclusive. The Physician shall, at all times faithfully, industriously and to the best of his ability perform the duties and responsibilities hereunder. Provided that no resources of the County have been used by the Physician, all fees and other income earned by the Physician in conjunction with such outside employment and activities shall be the property of the Physician.
7. **REPORTING RELATIONSHIPS.** In the performance of the Physicians duties under this Agreement, the Physician shall be directly responsible to and report to the County by and through the County Manager, and the County shall be directly responsible to and report directly to the Physician.
8. **INDEPENDENT MEDICAL JUDGMENT.** This Agreement shall in no way constrain the exercise of the Physician's independent professional judgment in overseeing and providing medical care to patients so long as such judgment is consistent with sound professional practice and the terms of this Agreement. This provision shall not be construed to limit the ability of the County to establish guidelines for professional practice.
9. **NON DISCRIMINATION.** Neither party shall discriminate against anyone on the basis of sex, race, creed, color, religion, disability, ability to pay, insurance carrier or payor.
10. **PERFORMANCE STANDARDS.** In performing services under this Agreement, the Physician agrees at all times to: (a) use diligent efforts and his best professional skills and judgment; (b) perform professional and supervisory services in accordance with the recognized standards of the medical profession; (c) at all times act in accordance with the Code of Medical Ethics of the American Medical Association; (d) comply with all policies, procedures, bylaws, rules and regulations of the County; (e) comply with all applicable federal, state and local laws and regulations; and (f) comply with applicable accreditation standard.
11. **COMPLIANCE WITH BUDGETS** Physician shall be subject to and shall perform all of the obligations under this Agreement within the budgets established by the County from time to time. The Physician may request new capital equipment through the budget process. When appropriate and practical, such requests will be included in the budgeting process.

12. **LIMITATION OF AUTHORITY.** Unless authorized by resolution of the County's Board of Commissioners, by policy or directive of the County or the terms of this Agreement, the Physician shall not be authorized to enter into any contracts or agreements or make any undertakings on behalf of the County.
13. **REQUIRED QUALIFICATIONS.** Physician shall at all times during the initial term of this agreement and during any renewal term hereof maintain the following qualifications:
- A. A current and unrestricted license to provide medical services in the State of North Carolina;
 - B. A current state and federal registrations to prescribe and administer controlled substances;
 - C. An appointment to the allied health staff of Watauga Medical Center and all privileges necessary to permit Physician's performance of the services contemplated by this Agreement; and

Physician shall notify the County immediately in the event any such qualification is no longer held by Physician at any time during the initial term of this Agreement or any renewal term thereof.

14. **RESPONSIBILITIES OF THE COUNTY.** The EMS providers shall have the sole responsibility to hire, discipline, and discharge their respective personnel. The Physician shall cooperate with the EMS providers in the event he is asked for advice regarding the annual evaluations of medical office assistants and other staff.
15. **CONFIDENTIALITY.** Physician shall at all times preserve the confidentiality of patient records and of confidential patient information in compliance with all applicable laws and regulations, and with other applicable accreditation requirements with the Code of Medical Ethics of the American Medical Association.
16. **MAINTENANCE OF RECORDS.** Both parties shall maintain accurate and proper business and medical records with respect to all services provided under this Agreement. Any and all records generated as a result of any services rendered by the Physician under this Agreement shall at all times be and remain the property of the County and shall remain in the custody of the County.
17. **STANDARDS.** All records maintained by Physician pursuant to this Agreement shall comply with all applicable laws and regulations, all applicable accreditation requirements, all applicable requirements of third party payors and all applicable County policies.
18. **ACCESS BY PHYSICIAN FOR DEFENSE OF CLAIMS.** The County shall grant the Physician access, during the County's normal business hours, to patient and business records with respect to services rendered by the Physician pursuant to this Agreement for the purpose

of Physician defending any professional liability or other claim or any charge against the Physician with respect to services provided pursuant to this Agreement or Physician's conduct while in the employ of the County. The Physician shall provide the County with reasonable written notice of such requested access.

19. **CHARGES/BILLING AND RIGHT TO FEES.** The Physician understands that his services will not be billed to patients and third party payors, and therefore there is no entitlement to any fees for professional services other than the annual rate of pay to which he is entitled pursuant to Paragraph 3 of this Agreement.
20. **WITHHOLDING.** Physician understands and agrees that he shall receive gross pay, not subject to withholding, social security and other employment related taxes. Physician shall be solely responsible for payment of taxes due.
21. **MODIFICATION OF COMPENSATION POLICIES.** Except as specifically provided herein, this Agreement is not intended to create any vested right on behalf of either party to any policy, plan or formula for computing compensation. All policies of the County, including but not limited to compensation policies of the County, may be modified by the County at any time during the term of this Agreement as agreed upon by both parties.
22. **PROFESSIONAL LIABILITY INSURANCE.** Watauga County shall provide for the Physician policies of professional liability insurance through the policy currently in place for other County professionals. It is understood by the Physician that said policy is only intended to cover and thus shall be limited to those occurrences arising from the performance of duties pursuant to the terms of this Contract.
23. **AUTOMATIC TERMINATION.** This Agreement shall automatically terminate prior to the expiration of the initial term or any renewal term hereof upon the occurrence of any one of the following events:
 - A. The death of the Physician;
 - B. The suspension, revocation or termination of the Physician's allied health staff appointment or material reduction or limitation of his privileges at Watauga Medical Center; or
 - C. The suspension or revocation of Physician's license to provide medical services in any state or of his federal or state registration or to prescribe or administer controlled substances, for malpractice or abuse of these privileges.
24. **TERMINATION BY THE COUNTY.**
 - A. The County may terminate this Agreement for cause at any time, effective upon delivery of notice of termination to the Physician. The Physician may have his "Termination for Cause" reviewed by the County in accordance with its applicable Personnel Policy.

“Cause” shall include, without limitation:

1. Failure of the Physician to comply with any material term of this Agreement within ten (1) days after notice by the County that Physician is not in compliance with such material term; provided, however, that should the County deem such noncompliance to result in immediate danger to patients, the County may terminate this Agreement immediately upon notice to the Physician.
 2. The Physician’s failure to participate in or comply with the requirements and programs set forth herein;
 3. A determination by the County that the Physician has engaged in unprofessional, dishonest or fraudulent conduct, if such conduct involves the County’s operations or is likely to impair the reputation of the County;
 4. The existence of any physical, mental or emotional disability that, in the County’s opinion, renders the Physician unable to fulfill substantially all of the Physician’s obligations under this Agreement, even with reasonable accommodation by the County .
 5. A finding by the County that any act or omission of the Physician constitutes gross negligence in performing professional services or that the Physician has engaged in a pattern of negligence consisting of three or more instances of ordinary negligence in the course of performing professional services;
 6. The suspension, revocation or termination of the Physician’s privileges at Watauga Medical Center or during the initial term of this Agreement or any renewal term hereof;
 7. Habitual drunkenness, drug addiction or other substance abuse by the Physician or other conduct which the County determines to be contrary to the high moral and ethical standards espoused by the County;
 8. Illegal use or prescribing of controlled substances by the Physician; or
- B. Termination for no cause: The County may terminate this agreement for no cause upon ninety (90) days written notice to the Physician.

25. TERMINATION BY THE PHYSICIAN.

- A. The Physician may terminate this Agreement for cause at any time, effective upon delivery of notice of termination to the County. “Cause” shall mean the failure of the County to comply with any material term of this Agreement within ten (10) days after written notice the County is not in compliance with such material item.

B. Termination for no cause: Physician may terminate this agreement for no cause upon ninety (90) days written notice to the County.

26. **EFFECT OF TERMINATION.** Termination of this Agreement pursuant to any of the terms hereof shall not terminate an obligation of either party which arose prior to such termination.

27. **NOTICES.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, (b) delivered by courier, (c) delivered by facsimile or (d) deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below, or at such other address as such party shall have specified by notice given in accordance with the provisions of this paragraph.

If to the County:

Deron Geouque, County Manager
814 West King Street
Boone, NC 28607
(828) 265-8000

If to the Physician:

Jennifer Stoeber, MD.
336 Deerfield Rd.
P.O. Box 2600
Boone, NC 28607

28. **OVERNING LAW.** This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, according to the internal laws of, and subject exclusively to the jurisdiction of the courts of, the State of North Carolina, provided, however, that the conflicts of law principles of the State of North Carolina shall not apply to the extent that they would operate to apply the laws of another state.

29. **TIME OF THE ESSENCE.** Time is of the essence with respect to each provision of the Agreement in which time is an element.

30. **NO THIRD PARTY BENEFICIARIES.** The parties to this Agreement have not entered into this Agreement for the benefit of any third party and do not intend that any benefits of this Agreement inure to the benefit of any third party.


31. **ENTIRE AGREEMENT.** This Agreement and Exhibits hereto constitute the entire agreement of the parties hereto and supersede and render null and void all prior and contemporaneous oral or written agreements between the parties hereto with respect to the subject matter hereof.

- 32. **AMENDMENTS.** No amendments or additions to this Agreement shall be binding unless set forth in writing and signed by both parties.
- 33. **WAIVER.** Waiver of breach of or default under any term or provision of this Agreement by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other breach of or default under the same or a different provision of this Agreement.
- 34. **SEVERABILITY.** In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by officers of the United States or the State of North Carolina acting in accordance with law, or is held by any court of competent jurisdiction or be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 35. **ASSIGNMENT AND BINDING EFFECT.** The Physician acknowledges that this Agreement is personal to the Physician. The Physician may neither assign this Agreement nor delegate any of his duties hereunder without the prior written consent of the County, which consent the County may grant or refuse in its sole discretion. Except as limited by the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and permitted assigns.
- 36. **SURVIVAL OF OBLIGATION.** This section intentionally left blank.
- 37. **HEADING.** The paragraph headings contained in this Agreement are for reference only and should not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the County has caused the Agreement to be executed under seal by its duly authorized officer, and the Physician has executed this Agreement under seal, all as of the day and year first above written.

County of Watauga:

By: _____
County Manager

Physician:
By: 
Jennifer Stoeber, M.D.

Blank Page

AGENDA ITEM 8:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Boards and Commissions

MANAGER'S COMMENTS:

Town of Boone Planning Commission

The Boone Town Council recommends the reappointment of Mr. Cameron Lippard and the appointment of Ms. Caroline Catoe to serve as Extraterritorial Jurisdiction (ETJ) representatives on the Town's Planning Commission.

Town of Boone Board of Adjustment

The Boone Town Council recommends the appointment of Mr. Brandon Paul to serve as an Extraterritorial Jurisdiction (ETJ) representative on the Town's Board of Adjustment.

Town of Boone



August 24, 2015

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

RE: ETJ Appointments to Town of Boone's Planning Commission

Dear Board of Commissioners:

At the recent meetings of the Boone Town Council, Cameron Lippard was selected for reappointment and Caroline Catoe was selected for appointment to the Town's Planning Commission as representatives of the ETJ. In accordance with the Town's Unified Development Ordinance, recommendations for ETJ representatives on the Town's Planning Commission must be appointed by the Watauga County Board of Commissioners.

As directed by the Town's Unified Development Ordinance, we ask that you accept this letter as a formal request that the County appoint Cameron Lippard and Caroline Catoe to the Town's Planning Commission as ETJ representatives.

Should you have any questions, please feel free to contact us at 828-268-6200. Attached are the applications submitted for consideration.

Respectfully,

A handwritten signature in black ink that reads "Christine Pope". The signature is written in a cursive, flowing style.

Christine Pope
Town Clerk

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION, TASK FORCE,
ADVISORY BODY OR COMMITTEE
TOWN OF BOONE

FULL NAME: Dr. Cameron Dee Lippard
Title First Middle Initial Last
(Mr./Ms./Mrs./Dr., etc.)

GENDER: Ms./Mrs.

HOME ADDRESS: 417 Coffey Knob Rd, Boone, NC 28607

PREFERRED CONTACT ADDRESS (if different from home address):
Same as above

EMAIL ADDRESS: lippardc@appstate.edu
TELEPHONE: day: 828-262-6396; evening 828-355-9289

JURISDICTION OF RESIDENCE: Town of Boone
 Extra Territorial Jurisdiction (ETJ)
 Watauga County outside Town and ETJ
 Other (please identify):

HOW LONG HAVE YOU BEEN A RESIDENT OF THE ABOVE JURISDICTION: 8 years

DO YOU OWN REAL PROPERTY (land) IN THE TOWN OF BOONE: No

DO YOU OWN REAL PROPERTY IN THE ETJ: yes

NAME OF BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE APPOINTMENT SOUGHT (list one only):
Planning Commission

WHY DO YOU WISH TO OBTAIN THIS APPOINTMENT?
I have served on the commission previously for 4 years and would like to continue my service.

ARE YOU FAMILIAR WITH THE TOWN'S 2006 COMPREHENSIVE PLAN? (It can be accessed at www.townofboone.net/departments/development/index.html): yes.

RATE YOUR SUPPORT FOR THE 2006 COMPREHENSIVE PLAN (with "1" signifying no support and "10" signifying great support):

1 2 3 4 5 6 7 8 9 10

PLEASE EXPLAIN YOUR LEVEL OF SUPPORT FOR THE COMPREHENSIVE PLAN:
It is an important document that guides, steering part of course needs, discussing as the town evolves. This is particularly true with the New Town Circle and the call for a Walkways District.

WHAT SKILLS, EDUCATION, TRAINING, EXPERIENCE OR AREA(S) OF EXPERTISE WOULD YOU BRING TO THIS APPOINTMENT? Ph.D. in sociology with research, skills and knowledge expertise in race relations, social movements, immigration, and human studies development

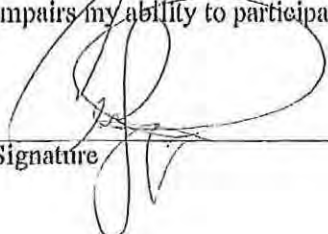
HAVE YOU HAD ISSUES WITH THE TOWN OF BOONE WHICH RELATE TO THE WORK OF THE BODY TO WHICH YOU SEEK APPOINTMENT? IF YES, PLEASE EXPLAIN: No.

DO YOU HAVE ANY KNOWN OR POTENTIAL CONFLICTS OF INTEREST (INCLUDING MEMBERSHIP IN ANY ORGANIZATION, YOUR EMPLOYMENT, AND THE MEMBERSHIPS AND EMPLOYMENT OF ANY FAMILY MEMBER) THAT MIGHT ARISE IF YOU ARE APPOINTED? IF YES, PLEASE EXPLAIN: None

HAVE YOU EVER BEFORE SERVED ON ANY TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE. IF SO, PLEASE STATE THE NAME OF THE BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE AND THE APPROXIMATE DATES OF SERVICE: Housing Commission, Affordable Housing Taskforce

IF YOU HAVE PREVIOUSLY SERVED ON A TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE, PLEASE EXPLAIN THE QUALITY OF YOUR EXPERIENCE: My experience has been personally educational and enriching.

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.


Signature

7/13/15
Date

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE
TOWN OF BOONE

FULL NAME: Ms. Caroline M Catoe
Title First Middle Initial Last
(Mr./Ms./Ms./Dr., etc.)

GENDER: F

HOME ADDRESS: 1595 Poplar Grove Road Boone NC 28607

PREFERRED CONTACT ADDRESS (if different from home address):

EMAIL ADDRESS: Ccatoe@ccrs.com

TELEPHONE: day: 828-719-6959; evening same

JURISDICTION OF RESIDENCE: Town of Boone
 Extra Territorial Jurisdiction (ETJ)
 Watauga County outside Town and ETJ
 Other (please identify):

HOW LONG HAVE YOU BEEN A RESIDENT OF THE ABOVE JURISDICTION: May '15

DO YOU OWN REAL PROPERTY (land) IN THE TOWN OF BOONE: NO

DO YOU OWN REAL PROPERTY IN THE ETJ: Yes

NAME OF BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE APPOINTMENT SOUGHT (list one only):
Planning Commission

WHY DO YOU WISH TO OBTAIN THIS APPOINTMENT?
Wish to continue serving on the planning commission to represent the Town of Boone as an active civil resident.

ARE YOU FAMILIAR WITH THE TOWN'S 2006 COMPREHENSIVE PLAN? (It can be accessed at www.townofboone.net/departments/development/index.html):

RATE YOUR SUPPORT FOR THE 2006 COMPREHENSIVE PLAN (with "1" signifying no support and "10" signifying great support):

1 2 3 4 5 6 7 8 9 10

PLEASE EXPLAIN YOUR LEVEL OF SUPPORT FOR THE COMPREHENSIVE PLAN:
Strong support for sustainable commercial development, neighborhood zoning, increased bike/walkway access, preserving green space, and improvement to downtown aesthetics.

WHAT SKILLS, EDUCATION, TRAINING, EXPERIENCE OR AREA(S) OF EXPERTISE WOULD YOU BRING TO THIS APPOINTMENT? BSBA from UNCW, event manager for ERS, interest and passion for being active in the political process, life-long resident of Boone, NC


HAVE YOU HAD ISSUES WITH THE TOWN OF BOONE WHICH RELATE TO THE WORK OF THE BODY TO WHICH YOU SEEK APPOINTMENT? IF YES, PLEASE EXPLAIN: NO

DO YOU HAVE ANY KNOWN OR POTENTIAL CONFLICTS OF INTEREST (INCLUDING MEMBERSHIP IN ANY ORGANIZATION, YOUR EMPLOYMENT, AND THE MEMBERSHIPS AND EMPLOYMENT OF ANY FAMILY MEMBER) THAT MIGHT ARISE IF YOU ARE APPOINTED? IF YES, PLEASE EXPLAIN: NO

HAVE YOU EVER BEFORE SERVED ON ANY TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE. IF SO, PLEASE STATE THE NAME OF THE BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE, AND THE APPROXIMATE DATES OF SERVICE: Planning commission - Sept. '14 to June '15, reapplying as ETJ member since moving to a home outside of TOB limits, would like to continue serving

IF YOU HAVE PREVIOUSLY SERVED ON A TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE, PLEASE EXPLAIN THE QUALITY OF YOUR EXPERIENCE: Experience with wellness district planning, still learning the commission and much about the planning of TOB

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.


Signature

8/7/15
Date

Town of Boone



August 24, 2015

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

RE: ETJ Appointment to Town of Boone's Board of Adjustment

Dear Board of Commissioners:

At the July 23, 2015, regular meeting of the Boone Town Council, Brandon Paul was selected for appointment to the Town's Board of Adjustment as a representative of the ETJ. In accordance with the Town's Unified Development Ordinance, recommendations for ETJ representatives on the Town's Board of Adjustment must also be appointed by the Watauga County Board of Commissioners.

The Unified Development Ordinance directs the Town to submit two applications for the Commissioners' consideration, unless the Town has only received a single application or no applications after a period of time. Since we have not received any additional applications for consideration for ETJ positions on this board, we ask that you accept this letter as the Town's formal request that the County appoint Brandon Paul to the Town's Board of Adjustment as an ETJ representative.

Should you have any questions, please feel free to contact us at 828-268-6200. Attached is Mr. Paul's application submitted for consideration.

Respectfully,

A handwritten signature in black ink that reads "Christine Pope". The signature is written in a cursive style.

Christine Pope
Town Clerk

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION, TASK FORCE,
ADVISORY BODY OR COMMITTEE
TOWN OF BOONE

FULL NAME: Mr. Brandon C Paul
Title First Middle Initial Last
(Mr./Ms./Ms./Dr., etc.)

GENDER: M

HOME ADDRESS: 131 Hummingbird Hill, Boone, NC, 28607

PREFERRED CONTACT ADDRESS (if different from home address):

EMAIL ADDRESS: bpaul2345@gmail.com

TELEPHONE: day: 336 479 3618 ; evening —

JURISDICTION OF RESIDENCE: Town of Boone
Extra Territorial Jurisdiction (ETJ)
Watauga County outside Town and ETJ
Other (please identify):

HOW LONG HAVE YOU BEEN A RESIDENT OF THE ABOVE JURISDICTION: 1 month

DO YOU OWN REAL PROPERTY (land) IN THE TOWN OF BOONE: NO

DO YOU OWN REAL PROPERTY IN THE ETJ: NO

NAME OF BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE APPOINTMENT SOUGHT (list one only): Board of Adjustments

WHY DO YOU WISH TO OBTAIN THIS APPOINTMENT?

I'm very civic minded and feel like I can really serve my town in this capacity. I was an BOA until I moved to the ETJ

ARE YOU FAMILIAR WITH THE TOWN'S 2006 COMPREHENSIVE PLAN? (It can be accessed at <http://www.townofboone.net/departments/development/pdfs/Comp.pdf>):

Yes

RATE YOUR SUPPORT FOR THE 2006 COMPREHENSIVE PLAN (with "1" signifying no support and "10" signifying great support):

1 2 3 4 5 6 7 8 9 10

PLEASE EXPLAIN YOUR LEVEL OF SUPPORT FOR THE COMPREHENSIVE PLAN:

I feel that a few things miss the mark, but the comprehensive plan is what I am sworn to follow & I will do just that.

WHAT SKILLS, EDUCATION, TRAINING, EXPERIENCE OR AREA(S) OF EXPERTISE WOULD YOU BRING TO THIS APPOINTMENT?

I'm a current poli sci student, I was on Town of Boone BoA, I've always been involed civically and I am in love w/ policy at all levels of gov't.

HAVE YOU HAD ISSUES WITH THE TOWN OF BOONE WHICH RELATE TO THE WORK OF THE BODY TO WHICH YOU SEEK APPOINTMENT? IF YES, PLEASE EXPLAIN:

NO

DO YOU HAVE ANY KNOWN OR POTENTIAL CONFLICTS OF INTEREST (INCLUDING MEMBERSHIP IN ANY ORGANIZATION, YOUR EMPLOYMENT, AND THE MEMBERSHIPS AND EMPLOYMENT OF ANY FAMILY MEMBER) THAT MIGHT ARISE IF YOU ARE APPOINTED? IF YES, PLEASE EXPLAIN:

NO

HAVE YOU EVER BEFORE SERVED ON ANY TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE. IF SO, PLEASE STATE THE NAME OF THE BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE, AND THE APPROXIMATE DATES OF SERVICE:

Yes, Town of Boone BoA March 2015 - ~~2015~~ June 2015

IF YOU HAVE PREVIOUSLY SERVED ON A TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE, PLEASE EXPLAIN THE QUALITY OF YOUR EXPERIENCE:

I Learned a lot about planning policy and I loved being involed in local government. I felt I was a great contributing member to the board.

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.


Signature

7/9/15
Date

Brandon Charles Paul

131 Hummingbird Hill, Boone, North Carolina 28607
336.479.3818 – bpaul2345@gmail.com

Education

- Appalachian State University (August, 2014), 4.0 GPA, Political Science Major- Honors Program, Communications Minor
- South Davidson High School (2010 - 2014), 5.08 GPA, Salutatorian, AP Scholar with Honor, National Merit Commended
- Davidson County Community College, Associates in Science CORE 44 Diploma (2010-2014), Graduate with High Honors
- Northwestern University (2012 -2014) - School of Education and Public Policy Center for Talent Development- AP Comparative Politics, AP Microeconomics, AP Macroeconomics

Work Experience

- Town of Boone (February, 2015- present), Member of Board of Adjustments
- Watauga County Democratic Party (2015-present), experience with VoteBuilder program, use phone bank and social media avenues to raise constitute awareness of pressing political issues
- Federal State Department, Internship with Departments of Management, Innovation, and Information Technology (2013)
- North Carolina Governor's Office, Page within the Department of Transportation (2011)
- North Carolina Legislature, Page (2011)
- JASA Investments, LLC, Real Estate Investment Company, Duties include deposits, pay bills, post notices, installing insulation/laminate floors, painting, and debris removal (2005 - 2014)
- Outback Steakhouse Blowing Rock (February, 2015-present), Dishwasher 20+ hours per week

Academic Programs, Achievements, Honors

- Congressional Award, Earned Bronze, Silver, and Gold Certificates and Bronze, Silver, and Gold Medals, Achieved 2400+ hours of community service, personal development, and physical fitness activities (2012-2015)
- United States Senate Youth Program, North Carolina state finalist (2013)
- North Carolina Council on Social Studies Outstanding Student (2014)
- North Carolina Governor's School, Davidson County Schools Superintendent's Choice, Social Sciences (2013)
- CIEE Scholarship Recipient, Full scholarship in national competition for cultural trip to South Korea (2012)
- Summer Ventures in Science and Math, Computer Science, Four-week program for academically talented students (2012)
- SDHS Debate Club, Co-founder and President, Helped develop debate teams at 4 additional high schools. Created, organized, and facilitated countywide Davidson County Model UN competitions (2012 – 2014)
 - Model United Nations
 - UNC-Chapel Hill: Cuba (2011), Germany-Outstanding Delegate (2012), France-Outstanding Delegate (2013)
 - Appalachian State: United States - Honorable Mention (2012), France -Best Delegate (2013), Australia-Excellent Delegate (2013), United Kingdom- Excellent Delegate (2014)
- Youth Legislative Assembly of North Carolina (2011-2014)
 - Jimmy Gibbs Award for being the most outstanding delegate within committee (2012)
 - Chairperson Science and Technology Committee, monthly conference preparation meetings (2012-2013)
 - Elected Tri-Speaker- Organized statewide conference for more than 200+ students (2013-2014)
 - Received 2014 Sud-Freemark Service Award for contributions to YLA (2014)
- Harvard Model Congress, Received merit scholarship to attend (2013)
- Davidson County Model Congress, Co-founder, community mentor and facilitator (Fall, 2014)
- Youth Leadership Davidson County, school selected representative for countywide program (2012-2013)
- Hugh O'Brian Youth Leadership , School representative, received scholarship to attend (2012)
- CyberFoundations Competition for Networking, Operating Systems, and System Administration, 3rd place in NC (2012)
- North Carolina State Engineering Summer Program, Computer Science- Developed Android App (2011)
- Auburn University's Digital CSI Camp, Investigating computer crimes and processing digital evidence (2011)
- The Dispatch Newspaper, Writer (2013-2014)
- Lexington Cotillion, Board member and instructor (2010-2014)
- SDHS Student Council, Executive Council Vice President (2010-2014), Class Treasurer (2010), Representative (2012)
- SDHS Quiz Bowl, Team Captain (2010-2014)

- MENSA Member, admission based on scoring at or above 98th percentile on IQ test (2010-present)

Community and Public Service

- Prudential Spirit of Community Award, School honoree for volunteerism (2013)
- The President's Volunteer Service Award, Earned by completing 250+ hours of community service (2014)
- Sigma Alpha Gamma, Service fraternity (2013-2014)
- NC Baptist Aging Ministries, Baptist Children's Homes, Helped create statewide computer database of services for elderly (2011)
- Gifted Program Advisory Council for Davidson County Schools, Student representative (2013-2014)
- Youth Reachout, service projects and community outreach to Jamaica, England, and Trinidad/Barbados (2009-2010)
- Family Services Circles Program, Weekly childcare and client support for anti-poverty initiative (2013-2014)
- "Walk a Mile in Her Shoes", local event for Family Services to raise awareness and financial support to stop sexual assault and gender violence (2014)
- Peer tutor and mentor for elementary student twice per week (2013-2014)
- Pastor's Pantry, Grew home garden for donation to program (2010-2014)

References Available Upon Request

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AGENDA ITEM 8:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Announcements

MANAGER'S COMMENTS:

AGENDA ITEM 9:

PUBLIC COMMENT

AGENDA ITEM 10:

BREAK

AGENDA ITEM 11:

CLOSED SESSION

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