

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

**TUESDAY, NOVEMBER 18, 2014
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
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AGENDA ITEM 2:

APPROVAL OF MINUTES:

October 21, 2014, Regular Meeting

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 21, 2014**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, October 21, 2014, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Nathan Miller, Chairman
David Blust, Vice-Chairman
Billy Kennedy, Commissioner
John Welch, Commissioner
Perry Yates, Commissioner
Stacy C. Eggers, IV, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

[Clerks Note: Vice-Chairman Blust arrived at the meeting at 5:43 P.M.]

Chairman Miller 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 Miller called for additions and/or corrections to the October 7, 2014, regular meeting and closed session minutes.

The following correction was requested for the regular meeting minutes under Boards and Commissions:

Commissioner Yates, seconded by Commissioner Welch, moved to appoint Mr. Bill Ragan and Mr. ~~Baster~~ **Baxter** Palmer to serve on the Watauga County Board of Adjustments.

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the October 7, 2014, regular meeting minutes as amended.

VOTE: Aye-4(Miller, Kennedy, Welch, Yates)
Nay-0
Absent-1(Blust)

[Clerk's Note: Chairman Miller's copy of the draft closed session minutes included a redaction of the portion of the minutes in which he was recused from the meeting due to a conflict of interest.]

Proposed amendments to the closed session minutes were sent to the Board prior to the meeting for review.

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the October 7, 2014, closed session minutes as amended.

VOTE: Aye-4(Miller, Kennedy, Welch, Yates)
Nay-0
Absent-1(Blust)

APPROVAL OF AGENDA

Chairman Miller called for additions and/or corrections to the October 21, 2014, agenda.

County Manger Geouque requested to add discussion regarding December's meeting schedule. The County Manager stated that there was no need for a closed session at this time.

Chairman Miller requested to add a consideration of a property donation.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the October 21, 2014, agenda as amended.

VOTE: Aye-4(Miller, Kennedy, Welch, Yates)
Nay-0
Absent-1(Blust)

WATAUGA COUNTY DRUG TREATMENT COURT PROGRAM FUNDING REQUEST

Ms. Melissa Johnson, Executive Director of Mediation and Restorative Justice Center, requested the continuation of ABC tax monies as well as an additional \$20,000 to fund drug court. In September 2012, the Board accepted a grant from the Office of Justice Programs in the amount of \$91,629 from the Adult Drug Court Discretionary Grant Program. The grant required a match of \$30,543 over the two year period. Funds were allocated from the ABC Bottle Tax that previously went to the now defunct New River Behavioral Healthcare for substance and alcohol abuse. The grant funded the Watauga County Drug Treatment Court Program for two years.

The Center was denied a continuation of that grant, thus significantly reducing the funds available for the drug court program. Ms. Johnson stated that the approximate \$20,000 from ABC Bottle Tax monies along with the additional \$20,000 would sufficiently fund the Drug Court for one year. Ms. Johnson stated that additional funding options would be explored. Ms. Johnson stated that there have been 26 successful graduates of the 1-2 year program. Ms. Johnson stated that costs for the program were much less than those associated with incarceration.

Chairman Miller stated that the program was originally State funded and the County approved the ABC Bottle Tax for the program upon the cut of the State funding. That amount, along with the grant, covered the costs of the program. Chairman Miller stated that it was not the intent of the County to fully fund the program.

Judge Greg Horne commended the success of the Drug Court Program.

Commissioner Yates, seconded by Commissioner Welch, moved to allocate \$20,000 from the Administrative Contingency line to the Drug Court Program contingent upon the Program continuing to apply for grants and a report of progress being given to the County Manager prior to FY 2016 budget preparations.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Career and Technical Education (CTE) Project House First Right of Refusal

County Manager Geouque stated that the Watauga County Board of Education has declared the Career and Technical Education (CTE) house, built by WHS students, as surplus property and approved the advertisement of sale. The house is a 3 bedroom/2 bathroom single family residence located at 308 Buckeye Estates in Boone and has approximately 1,600 heated square feet with a 1,560 square foot unfinished basement. Prior to offering the house for public auction, the Board of County Commissioners has the right of first refusal.

Commissioner Yates, seconded by Commissioner Welch, moved to relinquish the County's right of first refusal provided the Board of Education provides minutes detailing the property was surplus and an amount was set.

VOTE: Aye-5
Nay-0

B. Recommended Contract Awards for Employee Medical, Dental, and Life Insurance

County Manager Geouque stated that renewal rates have been received for medical, dental, and life insurance benefits. The initial renewal received from BCBS for medical insurance was a 12.76% increase. Based on claims information, staff pushed for a lower rate. After additional negotiations, a reduction of 8.04% was obtained for a final rate increase of 4.72%. CIGNA and United Healthcare refused to quote. The County Manager stated that the County continues to see the benefits of changing from a traditional plan to the HSA model adopted three years ago by the Board. In addition, the utilization of the North Carolina Local Government Federal Credit Union for the health savings account has been very successful. The change has benefited employees by having a local banking relationship and providing more flexibility in managing their account.

In reference to dental and life insurance, the rates remain the same with no increases. Lincoln Financial Group is the provider for both dental and life insurance.

Based on the favorable rates received, staff recommends Blue Cross Blue Shield for the County's medical plan and for the County to fund \$1,000 into each employee's HSA account. In addition, staff recommends continuing with Lincoln Financial Group as the County's provider for dental and life insurance.

Adequate funds have been budgeted to cover the renewal rates.

Commissioner Kennedy, seconded by Commissioner Welch, moved to accept the 4.72% increase with Blue Cross Blue Shield for employee medical insurance; to continue with Lincoln Financial Group as the provider for employee dental and life insurance; and to fund \$1,000 into each employee's HSA account with the North Carolina Local Government Federal Credit Union.

VOTE: Aye-5
Nay-0

C. Proposed Amendment to the Watauga County Budget Ordinance

County Manager Geouque stated that the County currently charges to dispose of large and small animals, \$25.00 and \$5.00 per animal respectively. The fee was developed when the County previously buried the animals at the landfill. However, that practice has been discontinued and the animals are now disposed of at the transfer station. Staff is recommending changing the flat fee to \$0.025 per pound to reflect the change regardless of the size of the animal. The \$0.025 is the per pound rate the County charges to dispose of trash.

Commissioner Welch, seconded by Vice-Chairman Blust, moved to adopt the Budget Ordinance as amended.

VOTE: Aye-5
Nay-0

D. Proposed Donation of Property in Lieu of Past Due Taxes

Chairman Miller stated that Mr. Blake Brown, a principal of Browns' Farm Ridge, Inc., had proposed to donate a 3.00 acre tract of land located in New River Township to the County in lieu of past due taxes. Mr. Brown presented this proposal to the County Board of Equalization and Review. The property has a tax value of \$26,300.00, and the amount of taxes owed is \$95.47.

Commissioner Yates, seconded by Commissioner Welch, moved to accept the proposed donation of land from Browns' Farm Ridge, Inc. in lieu of the \$95.47 owed tax amount.

VOTE: Aye-5
Nay-0

E. November Meeting Schedule

County Manager Geouque stated that the November 4, 2014, meeting falls on Election Day in which the Board of Elections requires the use of the board room for that day. The Board's options were to reschedule or cancel the November 4th meeting as the November 18, 2014, meeting would be adequate to address County business.

The County Manager also stated that the first meeting in December must be held on the first Monday of December on the years immediately following a County election.

Commissioner Kennedy, seconded by Commissioner Welch, moved to cancel the November 4, 2014, meeting due to the Board of Elections requiring the use of the Board room and to move December 2, 2014, meeting to Monday, December 1, 2014, at 8:30 A.M.

VOTE: Aye-5
Nay-0

F. Boards and Commissions

County Manager Geouque reviewed the following Boards and Commissions:

Watauga County Board of Adjustment

At the October 7, 2014, Board meeting Mr. Bill Ragan and Mr. Baxter Palmer were reappointed to the Watauga County Board of Adjustment. Ms. Diana Mast White's term expires in November and she is not available to serve in the coming year. A notice requesting volunteers has been placed on the County's website. Mr. Todd Rice submitted a volunteer application

The County Manager stated that the Board of Adjustment recommended that Mr. Baxter Palmer be moved from Alternate to member; therefore, leaving the Alternate position to fill.

Appalachian Regional Library Board

The Watauga County Library Board recommends that Dr. Mary Reichel be appointed to the Watauga County Library Board to replace Ms. Diane Sides, who resigned effective August, 2014. If appointed, her term would end in August of 2018 and she would be eligible for a second term at that time.

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

G. Announcements

County Manager Geouque announced the following:

- A Ribbon Cutting Ceremony will be held for the latest section of the Middle Fork Greenway on Wednesday, October 22, 2014, from 3:30 – 5:30 P.M. in front of Mystery Hill.
- Watauga County Soil and Water will hold a workshop entitled "Farm Transition: Planning for the Next Generation" on October 23, 2014, from 8:00 A.M. to 2:00 P.M. at Cooperative Extension.

- A Household Hazardous Waste Day will be held for Watauga County Citizens from 9:00 A.M. until 2:00 P.M. on Saturday, October 25, 2014, at the Watauga County Sanitation Department located on Landfill Road.
- The Annual County Christmas Luncheon, scheduled on Tuesday, December 9, 2014, will be held at Dan'l Boone Inn from 11:45 A.M. to 2:00 P.M.

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON A CITIZEN’S REQUEST TO THE UNITED STATES POSTAL SERVICE FOR A RESIDENTIAL ZIP CODE CHANGE

Chairman Miller stated that a public hearing was scheduled to allow citizen comment on changing the zip code for the “Sampson Area” from 28645 (Lenoir, NC) to 28607 (Boone, NC).

Vice-Chairman Blust, seconded by Commissioner Welch, moved to call the public hearing to order at 6:11 P.M.

The following shared favorable comments regarding the zip code change request: Mr. Bill Schrum and Mr. Paul Bolig.

As there was no further citizen comment, Chairman Miller declared the public hearing closed at 6:17 P.M.

Chairman Miller read a proposed resolution.

Commissioner Yates, seconded by Commissioner Welch, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

PUBLIC COMMENT

Ms. Margaret Buck shared comments regarding Agenda 21.

ADJOURN

Commissioner Welch, seconded by Commissioner Kennedy, moved to adjourn the meeting at 6:23 P.M.

VOTE: Aye-5
Nay-0

Nathan A. Miller, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE NOVEMBER 18, 2014, AGENDA

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AGENDA ITEM 4:

APPALCART REQUEST TO INCREASE FARES

MANAGER'S COMMENTS:

Mr. Chris Turner, AppalCart Director, will present a proposed fee increase doubling all rates per zones. The increase is due to cuts in the rural general public funding. According to Mr. Turner, rates have not been adjusted since 1986. Staff's understanding is that the rate increase would be effective the start of the first full month following Board approval. The AppalCart Board has already approved the rate increase at their October 27, 2014 meeting. The rate increase would not affect the current County contracted rates.

The Board may approve the rate increase as presented, schedule a work session, or call for a public hearing.

Board action is requested.

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AGENDA ITEM 5:

COOPERATIVE EXTENSION MATTERS

A. Staffing Position Request

MANAGER'S COMMENTS:

On April 1, 2014, the Board approved and authorized Mr. Jim Hamilton, Cooperative Extension Director, to use funds budgeted for the frozen horticulture agent to increase the temporary horticulture agent from twenty (20) to forty (40) hours. At that time, the County was paying nine (9) of the twenty (20) hours with the State paying the remaining eleven (11) hours. The salary split was forty-five percent (45%) County funding and fifty-five percent (55%) State funding, per the existing Memorandum of Understanding (MOU).

Mr. Hamilton was authorized to increase the temporary employee's hours from twenty (20) to forty (40) hours. The county was to pay twenty-nine (29) of the hours with the State continuing to pay eleven (11) hours. The request required the County to pay seventy-two and half percent (72.5%) and the State twenty-seven and a half percent (27.5%) which was not in accordance with the MOU. The additional funded hours were authorized through June 30, 2014 and required Board approval to continue into Fiscal Year 2014-2015.

Mr. Hamilton requested continued authorization of the twenty-nine (29) hours to be paid by the County through November. The horticulture agent position had been budgeted in the Fiscal Year 2014-2015 budget. Board approval authorized the continuation of the twenty-nine (29) hours per week through November 2014.

Mr. Hamilton is now requesting their temporary horticulture agent be rehired for the remainder of the fiscal year beginning December 16, 2014. In addition to the twenty-nine (29) hours or 72.5% paid by the County and the eleven (11) hours or 27.5% paid by the State, the County is now being requested to pay 72.5% of health insurance benefits for the position. Funds are available to cover both the salary and insurance in the existing Cooperative Extension budget. However, with the new funding requirements set forth by the State, Cooperative Extension will be requesting additional funding to cover State reductions in the upcoming Fiscal Year 2015-2016 budget. At this time it is unknown as to the total cost of the increase in county funding but preliminary estimates indicate a potential increase of 20-40%. This will be one area for consideration to help reduce county funding in the Fiscal Year 2015-2016 budget process.

Board action is required to approve the rehire of the temporary horticulture agent for the remainder of the fiscal year beginning December 16, 2014.

Watauga County Center
971 West King Street
Boone, NC 28607
828.264.3061

Memo

Date: October 23, 2014

To: Deron Geouque & County Board of Commissioners
Watauga County

RE: Agenda Item for Nov. 18 Board Meeting

Cooperative Extension requests that their temporary horticulture agent, Paige Patterson, whose contract ended November 15th, be rehired for the remainder of the fiscal year with existing funds in Cooperative Extension's budget, beginning December 16th. The horticulture agent will teach the Master Gardener program, provide continuing education training for county pesticide license holders, and provide technical support to homeowners and county horticultural/landscaping industries. She would be rehired as a full-time temporary employee at a \$20/hour rate with 11 hours per week being paid for through state funds and 29 hours from existing county funds (as well as 72.5% of her health insurance). As a temporary employee, she does not qualify for retirement benefits. This contract extension/renewal would add no additional expense to the county's existing 2014-15 approved budget for Cooperative Extension.

Thank You,

Jim Hamilton
Director, Watauga County Cooperative Extension

AGENDA ITEM 5:

COOPERATIVE EXTENSION MATTERS

B. Equipment Purchase Request

MANAGER'S COMMENTS:

At the December meeting, the Soil and Water and Cooperative Extension Offices requested and were granted authorization from the Board to apply for a \$36,300 grant from the North Carolina Agricultural Trust Fund. The grant required a fifteen percent (15%) match in cash or in-kind services. The request was to appropriate \$3,000 from the remaining multiflora rose program. This would have left approximately \$4,562 unspent in the multiflora rose program funds.

At the September 16, 2014 Board meeting, Mr. Brian Chatham, Watauga County Soil and Water Conservation Technician, stated that the Soil and Water Conservation Office recently received an award letter in the amount of \$25,000 which was \$11,300 less than requested in the application approved by the Board at the December 17, 2013, meeting.

Cooperative Extension Director, Mr. Jim Hamilton, then proposed that \$3,000 of the match be in cash and the remaining \$2,445 be in-kind services from Cooperative Extension and Soil and Water salaries. The new recommendation was to utilize the \$3,000 in cash from the multiflora rose program and reduce the in-kind match from \$2,445 to \$750 for a total grant match of \$3,750.

Mr. Hamilton is now requesting the remaining \$4,562 in the multiflora rose program be allocated as an additional match for the grant to purchase a portable cattle chute and scale.

Board action is requested to allocate the remaining \$4,562 in the multiflora rose program as an additional match for the grant to purchase a portable cattle chute and scale.

Watauga County Center
971 West King Street
Boone, NC 28607
828.264.3061

Memo

Date: October 23, 2014

To: Deron Geouque & County Board of Commissioners
Watauga County

RE: Agenda Item for Nov. 18 Board Meeting

Cooperative Extension, along with Watauga County Soil and Water, request that the remaining funds (\$4,562) in the 'multiflora rose eradication' line item in Extension's budget be allocated as additional match to the TVA Shared Use Farm Equipment Grant Program recently approved by the North Carolina Agricultural Development and Farmland Preservation Trust Fund. The additional matching funds will be used to purchase a portable cattle chute and scale that can be loaned out to county cattlemen who do not have chute systems on their farms. This piece of equipment was not originally included in the approved grant proposal. It had been requested in a prior grant proposal that was not funded. The Watauga County Cattlemens Association is committing an additional \$2,500 for the purchase of this piece of equipment. Only the largest cattle farmers in the county have this type of equipment, which provides safe and portable handling capacity for the loading, veterinary treatment, and care of livestock.

Thank You,

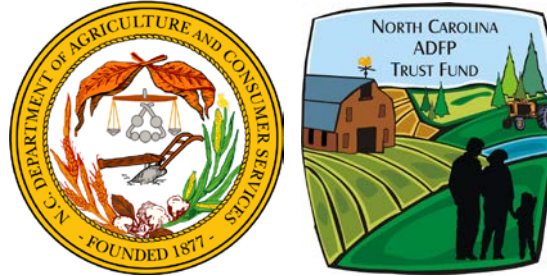
Jim Hamilton
Director, Watauga County Cooperative Extension

**NCDA&CS ADFP Trust Fund
ADFP Trust Fund Cycle VII, TVA Sourced Grant Funds, Military Sourced Grant Funds
Plan / Project Application Checklist**

This Agricultural Plan/Project Application Checklist is provided as a means to ensure that all applications are submitted with the required information. Failure to include all information may result in ineligibility to receive funding. This document must be signed **IN BLUE INK** and submitted no later than 5:00PM on Monday, December 16, 2013 in order to be considered. ***Please do not print two-sided or duplex and do not staple application pages.***

Applicant Name:	Watauga County Soil and Water District	
Project Title:	Shared-Use Farm Equipment Program	
Applicant Tax Identification Number:	56-6001816	
DUNS Number:	08-998-8216	
GRANTEE USE ONLY	The following items are required for <u>ALL</u> applicants.	ADFP USE ONLY
<input checked="" type="checkbox"/>	1. Letters of Commitment from matching funds sources <u>only</u> .	<input type="checkbox"/>
<input checked="" type="checkbox"/>	2. Compliance with NC Openbook.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	3. Original Signatures in BLUE INK are needed on pages 9 and 14.	<input type="checkbox"/>
GRANTEE USE ONLY	The following items are required for <u>Non-Profit Non-Governmental Organization Applicants Only</u>. ALL DOCUMENTS REQUIRING SIGNATURE MUST BE COMPLETED IN BLUE INK OR THEY WILL NOT BE ACCEPTED.	ADFP USE ONLY
<input type="checkbox"/>	1. 501(c)(3) Certification and Letter of Federal Tax Exemption Status from the Internal Revenue Service. (Need 2 originals)	<input type="checkbox"/>
<input type="checkbox"/>	2. Conflict of Interest Policy and Certification Policy (addressing conflicts of interest involving the applicant's management, employees, and the members of its board of directors or other governing body that may arise): <i>The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the applicant's employees or members of its board of other governing body, from the applicant's disbursing of State funds, and shall include actions to be taken by the applicant or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the funds may be disbursed to the applicant. An example policy may be accessed from the State Auditor's website.</i> (Need 2 originals)	<input type="checkbox"/>
<input type="checkbox"/>	3. Sworn Statement of No Overdue Taxes shall be made under oath and shall be filed prior to the disbursement of any State funds. <i>Information can be accessed from the state auditor's website.</i> (Need 2 originals)	<input type="checkbox"/>
<input type="checkbox"/>	4. List of current grants held by the applicant organization and respective amounts	<input type="checkbox"/>
<input type="checkbox"/>	5. List of board members	<input type="checkbox"/>
<input type="checkbox"/>	6. Articles of Incorporation	<input type="checkbox"/>

**NCDA&CS Farmland Preservation Grants
ADFP Trust Fund Cycle VII
Plan / Project Application**
For Agricultural, Horticultural, & Forestry Programs



Please direct all questions and concerns to:
NCDA&CS ADFP Trust Fund
1001 Mail Service Center
Raleigh, NC 27699-1001
919.707.3071

ncadfp@ncagr.gov www.ncadfp.org

111814 BCC Meeting Departmental Use Only	
Date Received:	_____
Application #:	_____
Requested Amount:	\$ _____
Project Value:	\$ _____

All information in this application is required. Incomplete applications will be considered ineligible for funding. Application must be delivered to the ADFP Trust Fund office no later than 5:00 PM on December 16, 2013.

RFP funding resources include general state appropriations, TVA settlement grant funds, and military resource funding. RFPs will be matched up with appropriate funding source. All counties are eligible for general appropriation funds.

Please identify which region applies to your grant application. **Note: If choosing TVA or Military regions, the project must be contained exclusively in the listed counties.**

- TVA:** Avery, Buncombe, Burke, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Swain, Transylvania, Watauga, Yancey.
- Military:** Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chatham, Chowan, Columbus, Craven, Cumberland, Currituck, Dare, Duplin, Durham, Edgecombe, Franklin, Gates, Greene, Halifax, Harnett, Hertford, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, Nash, New Hanover, Northampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrell, Wake, Washington, Wayne, Wilson.
- Other:** Includes counties outside of the previously mentioned regions.

IDENTIFYING INFORMATION

Applicant Organization: Watauga County Soil and Water Conservation District	
Project Title (5 words or less): Shared-Use Farm Equipment Program	
All Counties Included in Plan / Project: Watauga	
Applicant Tax Identification Number: 56-6001816	DUNS Number: 08-998-8216
Funds Requested of ADFP: \$25,000.00	Secured Matching Funds: \$10,100.00
Applicant Contact: Denny Norris	Applicant Contact Title: Board Chair
Applicant Mailing Address (if delivered by US Postal Service)	Applicant Physical Address (if delivered by any other means)
Address: 971 West King Street	Street: 971 West King Street
City: Boone	City: Boone
State: NC	State: NC
Zip Code: 28607	Zip Code: 28607
County: Watauga	County: Watauga
Applicant Telephone(s): 828-264-8042	Applicant Email: janie.poe@watgov.org
Applicant Fax Number: 828-264-3067	Applicant Website: http://www.watgov.org/main/App_Pages/Dept/SWCD/home.aspx

APPLICANT DESCRIPTION & MATCHING FUNDS

Matching Funds Rate & Matching Funds

- 1.) Designate (*circle*) whether the Applicant is:
 - a county agency (*if designated go to #2*)
 - OR
 - a private non-profit organization (*if designated go to #3*)
- 2.) County Agencies ONLY
 - A.) Please see the Matching Funds Rate (MFR) Worksheet on page 15 to determine the applicant county's MFR.
 - B.) The Matching Funds Rate (MFR) for this proposal as determined in question 2A above is: 15%
(*This will be used in question number 5.*)
 - C.) Provide a Letter of Intent from each matching source.
- 3.) Non-Governmental Agencies ONLY
 - A.) If the applicant is a private non-profit conservation organization, the Matching Funds Rate (MFR) must equal or exceed 30% (0.30). (*This will be used in question number 5.*)
 - B) Provide a list of all matching funds and a commitment authorization from each source.
- 4.) What is the grant amount requested from the ADFP Trust Fund? \$25,000.00
- 5.) To determine the Minimum Required Match needed for the project, multiply the Grant Request (determined in question 4) by the Matching Funds Rate (MFR) (identified in question 2 or 3).

Grant Request: \$25,000.00
Matching Funds Rate (as decimal): 0.15
Minimum Required Match: \$3,750.00

Total Secured Matching Funds (Committed in writing): \$10,100.00
Total Unsecured Matching Funds (Not committed but requested): \$0.00
Total Matching Funds: \$5,527.20

(Total Secured Matching Funds must be the same as noted on page 2; must meet Minimum Required Match; Based on Commitment Letters included with application)

PROJECT AFFILIATIONS and PARTNERSHIPS

- | | | | |
|----|--|---|--|
| A. | Does the project target <i>Voluntary Agricultural District</i> members? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| B. | Does the project target <i>Enhanced Voluntary Agricultural District</i> members? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| C. | Does the project target: | | |
| | 1) <i>Goodness Grows in NC</i> Members? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| | 2) <i>American Tree Farmers</i> ? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| | 3) <i>Forest Stewardship Program</i> Members? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| D. | Does the project target <i>Beginning Farmers</i> ? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| E. | Does the project target <i>Limited Resources Farmers</i> ? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| F. | Does the project target <i>Century Farm</i> Members? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

SCOPE OF WORK

Applicant Name:	Watauga County Soil and Water District
Project Title:	Shared-Use Farm Equipment Program
DUNS Number:	08-998-8216
Applicant Tax Identification Number:	56-6001816

A. Please provide a brief description of the plan / project.

(150 words or less.)

The main goal of this project is to provide farm equipment access to new and limited resource farmers in Watauga County. Shared-equipment items are high cost items that small growers use infrequently (once/twice per year). Therefore, it is not financially feasible for individual farmers to purchase. However, these equipment items improve pasture quality and farm sustainability by mitigating soil loss and enhancing soil and nutrient capacity of grazed/production fields. This equipment also helps mitigate soil and water conservation issues. Watauga County Soil and Water will set-up a shared use program to allow farmers access to this equipment.

B. List specific outcomes to be achieved.

(150 words or less.)

- Increase farm profitability and efficiency of small scale Watauga County cattlemen and farmers
- Improve access to expensive equipment
- Increase farm production
- Introduce farmers in the county to different ag technology
- Integrate equipment/technology training into production and best farm management practices & workshops
- Allow farmers to produce more vegetables and beef to meet demands of local food markets (retail and wholesale) in Watauga County
- Increase fertility, nutrient uptake, and productivity of grazed pastureland
- Decrease erosion and improve water quality on county farms

C. Please describe the target audience for this project.

(100 words or less.)

The target audience for this project is small to medium-sized produce farmers and cattle operations that make up 90% of all producers in the county. Cattlemen have an average herd size of 25 head. Most vegetable producers in the county grow produce on less than 5 acres of land. The average age of farmers in the county is 59, but new farmers are beginning to enter the market to produce for the burgeoning local food industry in the county. Less than 1% of farmers in the county have the farm production equipment requested in this proposal.

D. Please give an approximate number of participants in the project that would benefit from the grant?

(100 words or less.)

The project realistically will immediately benefit approximately 25 farmers and/or cattle producers. There are at least 50 organic and conventional small-scale specialty crop producers who will potentially benefit through access to the proposed equipment. In addition, the Watauga County Cattlemen's Association has more than 45 active members who are receiving training on beef quality assurance and forage management who will benefit from access to the proposed equipment.

E. Please describe the geographic area that the project will cover.*(Please include all counties involved. If all 100 counties are involved, simply stating "state-wide project" will be sufficient.)*

(100 words or less.)

The proposed project based in Watauga County, North Carolina. Watauga County is located in the mountainous northwest corner of North Carolina and shares a border with Tennessee and is the headwaters for four major rivers. The county has a total area of 313 square miles. As of the 2010 census, the population was 51,079.

F. Please describe similar projects, if any, in which your organization has been involved.

(100 words or less.)

Watauga County Soil and Water administers the state ag-cost share program, assists with USDA EQIP, and partners extensively with the county's Cooperative Extension service to provide training, workshops, and technical assistance to farmers and landowners. From 2010-2013 we helped develop the county's Farmland Preservation Plan which was ratified by the county. We currently have three pieces of equipment that are regularly used by county farmers and we are looking to expand the type of equipment available for small-scale farmers & producers.

G. What community need(s) will the project serve?

(150 words or less.)

There has been increased interest from existing & new farmers and landowners in expanding production or beginning new farm operations to take advantage of the burgeoning local food economy. More growers are practicing season extension, organic production, & beef production to enter local markets. This project will also serve consumers, restaurants & institutions in the county who are purchasing and consuming more locally produced food. Providing access to new farm equipment to these producers will improve production and open market access.

H. Please illustrate any permanent jobs to be established by the project and estimate their value to North Carolina agriculture / agribusiness sector?

(150 words or less.)

Providing access to new agricultural equipment and technology will allow farmers to keep farming, increase profitability, and keep land in ag use. Related to the proposed purchases for this project, a weed-wiper, & pasture renovator could increase the productivity of grazing land by 3-fold or more. A strip till subsoiler and mulch-bedder (for vegetable plasticulture and use in high-tunnels) can increase yields by more than 20% and allow harvest up to 3 weeks sooner. Potentially 3 or more new jobs can be created and/or sustained as increased farm productivity will create demand for additional produce marketing jobs.

Exclusive Application for TVA sourced grant funds:

If the RFP is exclusively designated for the TVA defined counties, please check all applicable uses of the requested grant funds that apply.

Documentation of grant expenditures will be required of agricultural and forestry sectors use and production of renewable energy and carbon sequestration measures that are checked. The RFP objective must encourage the preservation of qualifying agricultural, horticultural and forestlands or foster the growth, development and sustainability of family farms.

- Anaerobic digestion of poultry, swine, or dairy manure to produce methane as a fuel source to displace conventional fuel use
- Installation of wind and solar power projects at farms to power irrigation and provide heat and / or hot water for farm operations
- Production of biodiesel from high oil producing crops grown and converted on-farm for on-farm use
- Funding the procurement of land and necessary equipment to establish urban farms and support the education and institution of urban farming practices in these communities
- Use of agricultural or forestry waste products in support of biofuel production
- Development of co-products and by-products of biofuel production from agricultural or forestry resources
- Other innovative agricultural or forestry projects, including education and training that meet environmental improvement standards and are approved by the State and / or review committee

Exclusive Use of Military sourced grant funds:

If the RFP is exclusively designated for the military defined counties, please check all applicable uses of the requested grant funds that apply.

Documentation of grant expenditures will be required. The RFP objective must encourage the preservation of qualifying agricultural, horticultural and forestlands or foster the growth, development and sustainability of family farms.

- Strengthening and enhancing local agribusiness / military interdependence
- Development and implementation of farmland preservation plans
- Education and encouragement of qualified landowners to enroll land in Present Use Value (PUV)
- Encouraging the placement of veterans in agribusiness sectors

PROJECT TIMELINE**Projects may not begin before July 1, 2014.****Projects receiving military funds must be completed by June 30, 2015*

Applicant Name:	Watauga County Soil and Water District
Project Title:	Shared-Use Farm Equipment Program
DUNS Number:	08-998-8216
Applicant Tax Identification Number:	56-6001816
Applicants Fiscal Year:	July 1 to June 30

Grant Year One

Quarter (Year One)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
July 1 - Sept. 30	order farm equipment; prepare site for storage structure	\$15,000.00	\$10,100.00	\$25,100.00
Oct. 1 - Dec. 31	construct/assemble storage facility structure; develop shared-use policy/protocols for shared equipment use and maintenance	\$10,000.00	\$0.00	\$10,000.00
Jan. 1 - March 31	train staff members and individual producers and groups on use of equipment and maintenance	\$0.00	\$2,027.20	\$2,027.20
April 1 - June 30	Equipment available for use by farm community members, workshop on pasture improvement and farm fertility	\$0.00	\$500.00	\$500.00

Grant Year 1 Subtotal

\$25,000.00

\$12,627.20

\$37,627.20

Grant Year Two

Quarter (Year Two)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
July 1 - Sept. 30	Market program to grower groups; Evaluate use and maintenance of equipment	\$0.00	\$0.00	\$0.00
Oct. 1 - Dec. 31	Market program to grower groups, Maintenance of equipment	\$0.00	\$0.00	\$0.00
Jan. 1 - March 31	Program evaluation	\$0.00	\$0.00	\$0.00
April 1 - June 30	Final Reporting	\$0.00	\$0.00	\$0.00

Grant Year 2 Subtotal

\$0.00

\$0.00

\$0.00

Entire Grant Period Total

\$25,000.00

\$12,627.20

\$37,627.20

★ **Project Timeline Totals must match Project Budget Totals on page 9.**

PROJECT BUDGET

List the funds requested from grant, the cash match anticipated, and in-kind match in the table below by line item and state the totals for each. Then, state the "Total Project Value" on the line below by adding the total grant funds requested, the total cash match anticipated, and the total in-kind match anticipated. In the Budget Narrative section, provide an explanation of how the grant funds will be expended.

If more space is needed, please attach additional sheets.

Applicant Name:	Watauga County Soil and Water District
Applicant Tax Identification Number:	56-6001816
DUNS Number	08-998-8216
Project Title:	Shared-Use Farm Equipment Program
Applicant's Fiscal Year	July 1 to June 30

Expenditure Categories	Grant Funds Requested	Cash Match	In-Kind Match	Total
101 Site Development (Projects only)	\$0.00	\$0.00	\$0.00	\$0.00
102 Construction (Projects only)	\$10,000.00	\$0.00	\$0.00	\$10,000.00
103 Equipment	\$10,000.00	\$10,100.00	\$0.00	\$20,200.00
104 Travel (applicable state rates)	\$0.00	\$0.00	\$0.00	\$0.00
105 Special Program Supplies	\$5,000.00	\$0.00	\$0.00	\$5,000.00
106 Consultant and Specialized Services	\$0.00	\$0.00	\$0.00	\$0.00
107 Personnel and Administrative	██████████	\$0.00	\$2,527.20	\$2,527.20
108 Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00
109 Printing and Binding	\$0.00	\$0.00	\$0.00	\$0.00
110 Promotional Materials	\$0.00	\$0.00	\$0.00	\$0.00
111 Workshops and Conferences (Plans only)	\$0.00	\$0.00	\$0.00	\$0.00
Total Budget	\$25,000.00	\$10,100.00	\$2,527.20	

Total Project Value (Please Add Grant Funds + Cash Match + In-Kind Match) = \$37,627.20

★ Project Budget Totals must match Project Timeline Totals on page 8.

Applicant Signature Date

ADFP Trust Fund Budget Officer Signature Date

ADFP Trust Fund Program Manager Signature Date

BUDGET NARRATIVE

Provide a short explanation of the purpose of the line item expenditures listed below based on the budget you completed on page 9.

Expenditure Categories	Budget Narrative
101 Site Development (Projects only)	
102 Construction (Projects only)	* purchase, construction, and/or assembly of storage structure to house shared-use farm equipment.
103 Equipment	* two-row strip till subsoiler * mulch bedder & lifter combo *portable cattle chute/scale (addendum)
104 Travel (applicable state rates)	
105 Special Program Supplies	* pasture renovator * seedling lifter/undercutter with tractor weights * weed wiper * shipping and transportation
106 Consultant and Specialized Services	
107 Personnel and Administrative	Partner organizations will provide an in-kind salary match to carry out the project. Soil and Water Technician and one Extension Agent will conservatively contribute over 120 hours in time for technical/educational support
108 Office Supplies	
109 Printing and Binding	
110 Promotional Materials	
111 Workshops and Conferences (Plans only)	

MATCHING FUNDS INFORMATION

Identify all funding sources for this project outside of requested grant monies. List all the contact information for each source in the bottom section.

Source of Funds	Amount of Funds	Cash (C) or In-kind (IK)	Description	Rate of Pay & Hours
<i>Example: ABC Agency</i>	\$300	IK	<i>Administration Assistant</i>	<i>\$10/hr for 30 hrs.</i>
Watauga County	\$7,500.00	C	equipment match	
Watauga County Cooperative Extension	\$1,031.20	IK	Extension Agent salary match for education support	\$25.78/hr for 40 hrs.
Watauga County Soil & Water	\$1,496.00	IK	Technician	\$18.70/hr for 80 hrs.
Watauga County Cattlemens Association	\$2,500.00	C	equipment match	
Watauga County Cooperative Extension	\$100.00	C	equipment match	
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
	\$0.00			
Total:	\$12,627.20			

Notes: matching funds of \$7,500 in cash have been approved by Watauga County for equipment purchases related to this project. In-kind match for Watauga County Extension agent and Soil and Water technician are conservative salary match estimates. In-kind match for administrative and financial management support as well as additional training, demonstrations of equipment, etc are not included in the budget lines as they will be integrated into daily job duties of staff.

Contact Information for Outside Funding Sources Listed Above

Name	Agency	Phone Number	Email Address
Deron Geouque, County Manager	Watauga County	828-265-8000	deron.geouque@watgov.org
Jim Hamilton, County Director	Watauga County Cooperative Extension	828-264-3061	jim_hamilton@ncsu.edu
Denny Norris, Board Chair	Watauga County Soil and Water District	828-264-0842	janie.poe@watgov.org

★ Match funds must match Project Budget and Project Timeline Totals on page 8 and 9.

NC OPENBOOK SUPPLEMENTAL INFORMATION

INSTRUCTIONS: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

PURPOSE: in January 2009, the Governor of North Carolina signed Executive Order 4. This Executive Order requires certain information be collected from Grantees to enhance accountability and transparency of State funds. Therefore, the information outlined below shall be submitted prior to the disbursement of any State funds by the North Carolina Department of Agriculture and Consumer Services.

DUNS Number: 08-998-8216	Amendment Number:
Grantee Name: Watauga County Soil and Water District	TAX ID Number: 56-6001816
Fiscal Year Ends: June 30	Contract Number:

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.

The Watauga Soil And Water Conservation District is a subdivision of state government charged with planning, executing, and promoting sound conservation practices through the voluntary cooperation of landowners. The District administers the N.C. Agricultural Cost Share program to improve water quality and reduce non-point source pollution on agricultural lands. The soil and water district has 2 full-time staff (a technician and secretary) and is administered by an 5 member board.

2. Current project timeline: Begin: July 1, 2014 End: June 30, 2016

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food will be made available for human consumption.)

Expected outcome: New farm equipment/technology will be available to small and limited resource farmers and improve farm profitability, productivity, and efficiency

Deliverable: Soil and water resources will be conserved and more local produce, specialty crops, and meats farm will be produced for local and regional markets

4. The Grantee's website URL: http://www.watgov.org/main/App_Pages/Dept/SWCD/home.aspx

5. * Primary County of Performance. County Name: Watauga
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED) Congressional District #: 5

6. **County of Benefit:

Single County:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	County Name: Watauga
Statewide:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Regional:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

N/A

***Primary County of Performance: County in which grantee is located.**

****County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.**

REQUESTING A D-U-N-S NUMBER

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business.

D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants.

D-U-N-S Request by Email

Request your D-U-N-S Number via the Web. If one does not exist for your business location, **it can be created within 1 business day.** <http://fedgov.dnb.com/webform>

For technical difficulties, contact govt@dnb.com

D-U-N-S Request by Phone

1-866-705-7511

For U.S., Puerto Rico, and US Virgin Islands Requests only

Contact the D&B Government Customer Response Center
U.S. and U.S Virgin Islands: 1-866-705-5711
Alaska and Puerto Rico: 1-800-234-3867 (Select Option 2, then Option 1)
 Monday - Friday 7 AM to 8 PM C.S.T.

The process to request a D-U-N-S® Number by telephone takes between 5 and 10 minutes.

You will need to provide the following information:

- Legal Name
- Trade style, Doing Business As (DBA), or other name by which your organization is commonly recognized
- Physical Address, City, State and Zip Code
- Mailing Address (if separate)
- Telephone Number
- Contact Name
- SIC Code (Line of Business)
- Number of Employees at your location
- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)
- Is this a home-based business?



**ADFP Trust Fund
NCDA&CS**

I certify that the information contained in this document is true and accurate and will follow reporting requirements for use of state funds as mandated by G.S. 143C-6-23.

I certify that I am authorized by the applicant organization or agency to enter into a contractual arrangement on its behalf with the granting agency.

I understand that this application and all attachments submitted with it are public records subject to the Freedom of Information Act.

Signature: _____ | Date: _____
(Representative Authorized to Sign on Behalf of the Applicant Organization)

Title: _____

Organization: _____

Please direct all questions and concerns to:
Elizabeth Heath
NCDA&CS ADFP Trust Fund
1001 Mail Service Center
Raleigh, NC 27699-1001
919.707.3071
ncadfp@ncagr.gov
www.ncadfp.org

Matching Funds Worksheet for County Agencies

County	2013 Tier Designations	NCD&CS Approved Farmland Protection Plan?	Matching Funds Rate (MFR)	County	2013 Tier Designations	NCD&CS Approved Farmland Protection Plan?	Matching Funds Rate (MFR)
Alamance	2	Yes	15%	Johnston	3	Yes	15%
Alexander	2	No	30%	Jones	1	Yes	0%
Alleghany	1	No	30%	Lee	2	Yes	15%
Anson	1	No	30%	Lenoir	1	Yes	0%
Ashe	2	No	30%	Lincoln	2	Yes	15%
Avery	2	No	30%	Macon	2	No	30%
Beaufort	2	No	30%	Madison	2	No	30%
Bertie	1	No	30%	Martin	1	No	30%
Bladen	1	Yes	0%	McDowell	1	No	30%
Brunswick	3	No	30%	Mecklenburg	3	No	30%
Buncombe	3	Yes	15%	Mitchell	1	No	30%
Burke	1	No	30%	Montgomery	1	Yes	0%
Cabarrus	3	Yes	15%	Moore	3	Yes	15%
Caldwell	1	No	30%	Nash	2	Yes	15%
Camden	1	No	30%	New Hanover	3	No	30%
Carteret	3	No	30%	Northampton	1	No	30%
Caswell	1	Yes	0%	Onslow	2	Yes	15%
Catawba	2	Yes	15%	Orange	3	Yes	15%
Chatham	3	Yes	15%	Pamlico	2	Yes	15%
Cherokee	1	Yes	0%	Pasquotank	2	No	30%
Chowan	1	No	30%	Pender	3	No	30%
Clay	1	Yes	0%	Perquimans	2	No	30%
Cleveland	2	No	30%	Person	2	No	30%
Columbus	1	No	30%	Pitt	2	No	30%
Craven	2	No	30%	Polk	2	Yes	15%
Cumberland	2	Yes	15%	Randolph	2	Yes	15%
Currituck	2	Yes	15%	Richmond	1	Yes	0%
Dare	2	No	30%	Robeson	1	Yes	0%
Davidson	2	Yes	15%	Rockingham	1	Yes	0%
Davie	2	No	30%	Rowan	2	No	30%
Duplin	2	Yes	15%	Rutherford	1	No	30%
Durham	3	Yes	15%	Sampson	2	Yes	15%
Edgecombe	1	Yes	0%	Scotland	1	Yes	0%
Forsyth	3	No	30%	Stanly	2	Yes	15%
Franklin	3	Yes	15%	Stokes	2	No	30%
Gaston	2	Yes	15%	Surry	2	Yes	15%
Gates	1	No	30%	Swain	1	Yes	0%
Graham	1	No	30%	Transylvania	2	Yes	15%
Granville	2	No	30%	Tyrrell	1	No	30%
Greene	2	Yes	15%	Union	3	No	30%
Guilford	2	Yes	15%	Vance	1	No	30%
Halifax	1	No	30%	Wake	3	Yes	15%
Harnett	2	Yes	15%	Warren	1	No	30%
Haywood	3	Yes	15%	Washington	1	No	30%
Henderson	3	Yes	15%	Watauga	3	Yes	15%
Hertford	1	No	30%	Wayne	2	Yes	15%
Hoke	1	Yes	0%	Wilkes	1	No	30%
Hyde	1	No	30%	Wilson	1	No	30%
Iredell	3	Yes	15%	Yadkin	2	No	30%
Jackson	1	No	30%	Yancey	1	No	30%

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AGENDA ITEM 6:

SOIL AND WATER FUNDING ACCEPTANCE REQUEST

MANAGER'S COMMENTS:

Ms. Janie Poe, Watauga Soil and Water Board, will present the 2014-2015 technical assistance grant which funds a portion of the Soil and Water Conservation Tech position. The grant is for \$27,678 and is budgeted in the Fiscal Year 2014-2015 budget.

Board approval is requested to accept the grant.



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

September 15, 2014

Ms. Janie Poe
Watauga Soil & Water Conservation District
814 West King Street Suite 216
Boone, NC 28607

NOTIFICATION OF FUNDING OFFER

Dear Ms. Poe:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I am pleased to offer you **\$27,678.00** of district matching and cost share technical assistance funds for your soil and water conservation district operations.

Two original Contract packets must be completed and returned to the NCD&CS, making sure that the *Contracts and certain forms* have been signed, dated, and witnessed. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions, and specific reporting requirements. Please return the two completed packets to:

David B. Williams, Deputy Director
Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

All authorized representative signatures must be in blue ink. Use the Contract Check Off List to ensure all attachments are included and are in the correct order for each Contract Packet.

One fully executed, original Contract will be returned to you for your records. If you have any questions about your Contract or any of the forms contained in your offer packet, please call David Williams at 919-715-6103, or feel free to send an email to David.B.Williams@ncagr.gov.

I would like to take this opportunity to thank you for your contributions, which will assist North Carolina's citizens and protect its natural resources.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
cc: Kathryn L. Caler, M.L.S., Grants & Contracts Administrator

STATE OF NORTH CAROLINA
COUNTY OF WAKE



Departmental Use Only	
CENTER:	<u>1611-3701</u>
ACCOUNT:	<u>536967</u>
AMOUNT:	<u>\$3,600.00</u>
CENTER:	<u>2710</u>
ACCOUNT:	<u>536575</u>
AMOUNT:	<u>\$24,078.00</u>

North Carolina Department of Agriculture and Consumer Services

Division of Soil and Water Conservation

Contract Number _____

THIS Contract is made and entered into by and between the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation, hereinafter referred to as "DSWC," and the Watauga Soil and Water Conservation District, hereinafter referred to as the "District"; and referred to collectively as the "Parties." The District's federal tax identification number is 566001816 and is physically located in Watauga County, and is further located at 814 West King Street Suite 216, Boone, NC.

The District's fiscal year ends June 30.

THAT WHEREAS, the General Assembly created the Soil and Water Conservation Commission (hereinafter referred to as "Commission") of the Department of Agriculture and Consumer Services with the power and duty to adopt rules to be followed in the development and implementation of a soil and water conservation program pursuant to G.S. 106-840, and

WHEREAS, the General Assembly appropriates funds to support the operations and staff of the 96 Soil and Water Conservation Districts (hereinafter referred to as "Districts"), and

WHEREAS, the Department and DSWC provide support services to the Commission pursuant to G.S. 106-841(g), and

WHEREAS, the purpose of this Contract is to establish the procedures for the DSWC to support District operations and staff, and

WHEREAS, the Commission, DSWC and the District are responsible for the conservation of the State's soil and water resources, and

WHEREAS, the Commission allocates funds to Districts for general expenses (matching funds) pursuant to 02 NCAC 59B, and

WHEREAS, the Commission, DSWC and the District have a history of cooperating to administer conservation programs, including the Agriculture Cost Share Program, the Community Conservation Assistance Program, the Agricultural Water Resources Assistance Program, the Conservation Reserve Enhancement Program, and other similar programs, and

WHEREAS, the Commission allocates funds to Districts to cost share for technical assistance positions to support implementation of the cost share programs pursuant to 02 NCAC 59D .0106, and

WHEREAS, the Commission allocates funds to Districts to cost share for water quality and water quantity best management practices with private and public landowners and land users, and

WHEREAS, from time to time the DSWC may need to engage the District in other specific activities to protect and restore the natural resources of the District.

This Contract is funded by State appropriations for district matching funds and cost share technical assistance. Funds awarded under this Contract must be used for the purpose for which they are intended.

Contract Documents:

This Contract consists of the Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment A)
3. General Terms and Conditions (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

These documents constitute the entire Contract between the Parties and supersede all prior oral or written statements or contracts.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph I, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

The services of the District are to commence on the 1st day of July, 2014, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed by the 30th day of June, 2017. **The effective period may be extended, if mutually agreed upon, with a written amendment as provided for in the General Terms and Conditions as described in Attachment B.**

III. District Duties:

The District hereby agrees to perform, in a manner satisfactory to the DSWC and in accordance with the policies and rules of the Commission, services under a Scope of Work as described in Attachment A, which is incorporated as part of this Contract. The District agrees that funds awarded under this Contract must be used for the purposes for which they are intended.

Work to be performed under this Contract may be performed by employees of the District.

The District shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Administrator.

IV. DSWC Duties:

The DSWC hereby agrees to pay the District in the manner and in the amounts specified in the Contract Documents. The total amount paid by the DSWC to the District shall not exceed **\$27,678.00**.

This amount consists of: \$0.00 in federal funds.

This amount consists of: \$27,678.00 in State funds

The District's matching requirement is **\$27,678.00**, which consists of:

In Kind	\$
Cash	
Cash and In-kind	\$
Cash and/or In-kind	\$27,678.00
Other/Specify	\$

The contributions from the District shall be sourced from non-federal funds.

The total Contract amount is **\$55,356.00**.

V. Conflict of Interest Policy:

Any district receiving funding for an employee through this Contract shall have in place a secondary employment policy that protects the District, its employees, the County, DSWC, and the Commission from any actual, potential or perceived conflict of interest. Such policy shall be in accordance with the Commission Guidelines on Secondary Employment found at [http://www.ncagr.gov/SWC/costshareprograms/documents/secondary employment district employee.pdf](http://www.ncagr.gov/SWC/costshareprograms/documents/secondary%20employment%20district%20employee.pdf)

Any district that receives funding for an employee through this Contract shall submit to DSWC by January 15, 2015 and annually thereafter a secondary employment form for each employee funded through this Contract. The District shall submit an updated form along with its quarterly progress reports if the secondary employment or other potential conflicts of interest of a funded employee arise after the initial submission.

VI. Statement of No Overdue Tax Debts:

The DSWC has determined that District is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Allocations not dispersed under this Contract shall revert to the DSWC upon the Contract's expiration or termination.

VIII. Reporting Requirements:**(1) State [N.C.G.S. 143C-6-23]:**

The DSWC has determined that the District is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the District does not have to file annual electronic reports with the NC Office of State Budget & Management.

(2) Quarterly Progress Reports:

The District shall submit quarterly progress reports to DSWC, with each report due on or before the 15th day of, October, January, and April and the 30th day of June continuing until the project is complete. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter. Failure to provide quarterly reports constitutes a breach of contract and may result in funding being withheld or termination of the contract.

IX. Payment Provisions:

Upon execution of this Contract the District shall submit to the DSWC Contract Administrator a completed Request for Payment form, to be provided by the DSWC. All Request for Payment forms should be received no more than quarterly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project, in addition to deliverables provided by the District, subject to approval by DSWC. Upon approval by DSWC, payment may be made within 30 days.

Payment shall be made in accordance with the Contract Documents and limited to the amounts in the Contract budget (Attachment A).

The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent, contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the DSWC.

The District agrees to provide information required by the DSWC in order to comply with the procedures for disbursement of funds under this Contract and maintain reports and accounting records, including but not limited to receipts and invoices that support the allowable expenditure of State funds.

The parties to the Contract further agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon the District complying with all of the terms set forth in this Contract and performing the services specified in Attachment A in a satisfactory manner. It will be the responsibility of the DSWC to determine if the District is complying with the Contract and performing the services specified in Attachment A in a satisfactory manner. Failure to comply with the terms of the Contract and/or failure to perform services in a satisfactory manner may result in funding being withheld or immediate termination of the Contract.

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the quarterly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. Contract Administrators:

All notices permitted or required to be given by one party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the parties' respective initial Contract Administrator are set out below. Either party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other party.

For the DSWC:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David B. Williams Division of Soil & Water Conservation 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-715-6103 Email: David.B.Williams@ncagr.gov	David B. Williams Division of Soil & Water Conservation 512 N. Salisbury Street, Room 417D Raleigh, NC 27604-1170

For the District:

DISTRICT CONTRACT ADMINISTRATOR	DISTRICT KEY PERSONNEL
Janie Poe Watauga SWCD 814 West King Street Suite 216 Boone, NC 28607 Telephone: 828-265-8007 Fax: 828-265-8006 Email: janie.poe@watgov.org	Specified in Strategy Plan

XI. Supplementation of Expenditure of Public Funds:

The District assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the District otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the District's total expenditure of other public funds for such services.

XII. Disbursements:

As a condition of this Contract, the District acknowledges and agrees to make disbursements of funds provided under this Contract in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements;
- b. Pre-audit all invoices presented for payment to determine:

- Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates; and
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account quarterly.

XIII. Outsourcing:

The District certifies that it has identified to the DSWC all jobs related to the Contract that have been outsourced to other countries, if any. The District further agrees that it will not outsource any such jobs during the term of this Contract without providing prior written notice to the DSWC.

XIV. Dispute Resolution

The District shall have thirty (30) days from receipt of notification of any DSWC action or decision regarding this contract to appeal said action or decision. Appeals must be made in writing to the DSWC as set forth in Section X of this contract. In the event the contract administrator is unable to resolve said dispute, he/she shall review the matter with the appropriate NCDA&CS management for assistance and guidance.

XV. Entire Agreement

This Contract and the Attachments specifically described in this Contract represent the entire agreement between DSWC and the District as to the subject matter of this Contract and supersede all prior oral or written statements or agreements.

[This Contract is continued on the next page.]

XVI. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the District and the DSWC execute this Contract in **two (2)** originals, one (1) of which is retained by the District and one (1) which is retained by the DSWC.

Watauga Soil and Water Conservation District

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner
Printed Name of Authorized Representative

Attachment A

ATTACHMENT A

Scope of Work and Payment Provisions

The District will complete the following activities and supply the following deliverables:

1. District Matching Funds – Funds for District operating support are allocated to each county equally, subject to that District's documentation that matching funds equal to or exceeding the allocated amount are available for match. To be eligible to receive matching funds the District shall:
 - a. Submit by March 31 of each fiscal year an 'Application for Matching Funds for Soil & Water Conservation Districts' showing the amount of matching funds requested by the District and documenting the source and amount of matching funds provided by the District. The District shall not count as match the funds that were allocated by the Commission for technical assistance cost share nor those local funds pledged to match technical assistance cost share. **Matching Funds not requested by March 31 shall be unencumbered from this Contract.**
 - b. Submit to the DSWC minutes of all District board meetings held during the term of the Contract.

2. Cost Share Technical Assistance – cost share funds for technical assistance positions are allocated to Districts by the Commission and through the DSWC in accordance with its rules and procedure, 02 NCAC 59D .0106 and 02 NCAC 59H .0106(b). To be eligible to receive technical assistance cost share, the District shall:
 - a. Submit by June 1 of each fiscal year, the District strategy plan for cost share programs, including a request for technical assistance funds. The request for technical assistance funds should include for each position proposed for cost sharing:
 - i. the proposed technical assistance budget showing salary and benefits and operating expense categories, and
 - ii. staff name, title and email address and certification that the individual meets the minimum requirements for a cost-shared technical assistance position specified in 02 NCAC 59D .0106(c), or 02 NCAC 59H .0106(b).
 - b. Implement cost share program activities in the District, pursuant to Commission rules and policies. A District position funded through this Contract may work on other activities, but the position must contribute at least 1,040 hours annually per FTE to providing technical assistance or cost share program implementation. Positions cost shared at less than 1 FTE, shall contribute a pro-rated number of hours for the same purposes. All activities must be documented with a monthly activities tracking form which shall be submitted quarterly on or before October 15, January 15, April 15, and June 30.

- c. Submit a Request for Payment of Technical Assistance Form at least annually and no more frequently than quarterly documenting actual expenditures for salary, benefits, and operating expenses by the District in support of the technical assistance position(s) approved by the Commission and listed in the Contract Budget. Any technical assistance funds encumbered for the current fiscal year that are not requested by the District on or before June 30 of that fiscal year shall be unencumbered from this Contract.
- d. Have in place a secondary employment policy consistent with the Commission's Guidelines on Secondary Employment and shall submit an annual Secondary Employment Form for each employee funded through this Contract. The initial Secondary Employment Form shall be submitted on or before January 15, 2015, with subsequent annual submittals by October 15 of each year. The District shall submit an updated form along with its quarterly Request for Payment of Technical Assistance if the secondary employment or other potential conflicts of interest of a funded employee arise after the initial submission.

CONTRACT BUDGET

The following budget reflects the maximum authorized payment for each activity described in the scope of work.

Activity 1: District Matching Funds

Fiscal Year	Maximum Amount Awarded	District Match Requirement
2014-15	\$3,600.00	\$3,600.00
2015-16		
2016-17		

Activity 2: Cost Share Technical Assistance

Position 1: FTE: 1.00		Maximum Allocation		District Match Requirement
Fiscal Year	Purpose	Recurring	Non-recurring	
2014-15	Salary/Benefits	\$22,818.00		\$24,078.00
	Operating Exp.	\$1,260.00		
2015-16	Salary/Benefits			\$0.00
	Operating Exp.			
2016-17	Salary/Benefits			\$0.00
	Operating Exp.			

Position 2: FTE:		Maximum Allocation		District Match Requirement
Fiscal Year	Purpose	Recurring	Non-recurring	
2014-15	Salary/Benefits			\$0.00
	Operating Exp.	\$0.00		
2015-16	Salary/Benefits			\$0.00
	Operating Exp.			
2016-17	Salary/Benefits			\$0.00
	Operating Exp.	\$0.00		

Attachment B

PUBLIC SECTOR CONTRACTS (Including Local Governments)

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a

designated amount of public funds for a specific purpose.

- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency

shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the

performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) Circular A-87, A-122, or A-21, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Attachment C

Certifications and Assurances Section

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 7 CFR Part 3018, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 7 CFR Part 3018, Sections 3018.105 and 3018.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which relevance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required information or who makes a prohibited expenditure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017.200, Subpart B:

- A. The applicant certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (A) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3021, Subparts A, B, and E, for grantees, as defined at 7 CFR Part 3021:

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction.
Notice shall include the identification number(s) of each affected grant;
 - f) taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or
 - ii. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency;
 - g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- B. The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

_____	_____
_____	_____
_____	_____

DRUG-FREE WORKPLACE - (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3021, Subparts A, C, and E, for grantees, as defined at 7 CFR Part 3021:

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the agency.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title

Attachment D

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: 08-998-8216
 Contract Number: _____ Amendment Number: _____
 Grantee Name: Watauga County SWCD
 TAX ID Number: 56-60001816
 Fiscal Year Ends: June 30

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.
ESTABLISHED IN 1949. TWO EMPLOYEES WILL STRIVE TO PROTECT AND PRESERVE THE SOIL AND WATER
AND RELATED RESOURCES IN WATAUGA COUNTY BY LOCALLY LED EDUCATIONAL, TECHNICAL, AND FINANCIAL ASSISTANCE TO ALL CITIZENS.

2. Current project timeline: Begin JULY 1,2014 End JUNE 30,2017

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)
DISTRICT MATCHING FUNDS AND COSTSHARE TECHNICAL ASSISTANCE FUNDS

4. The Grantee's WEB URL: WATAUGACOUNTY.ORG

5. * Grantee County of Residence: WATAUGA Congressional District#: 5TH
 (CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. **County of Benefit: Single County: Yes No County Name: WATAUGA
 Statewide: Yes No
 Regional: Yes No

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.

Attachment E

Signature Card



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Provide the requested printed and written signatures (in Blue Ink) of agency representatives in the designated areas. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents.

SECTION I.

Date:	
Legal Applicant Organization/Agency Name:	WATAUGA COUNTY SWCD
Federal Tax Identification Number:	56-6001816

SECTION II.

Certification:

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

GOVERNMENTAL ENTITIES

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title: DERON T. GEOUQUE, COUNTY MANAGER	Print Name & Title: MARGARET M. PIERCE, FINANCE DIRECTOR
Signature:	Signature:

Attachment F

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment G

Office of the State Controller
 Return to: OSC Support Services Center
 Address: 1410 Mail Service Center
 Raleigh, NC 27699-1410



Vendor Electronic Payment Form

Email: osc.support.services@osc.nc.gov

Telephone: 919-707-0795

Fax: 919-981-5561

- New Add Request
 Change Existing ePay Account

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must print, complete this form, attach a voided check and return both to the address above.

PRINT the following information.		FAX <u>or</u> E-MAIL ADDRESS for payment notification. (Place a check mark in front of the method that you prefer.)	
Payee Name:		<input type="checkbox"/> E-mail address:	
Federal ID #/SSN #:		<input type="checkbox"/> FAX Number:	
Bank Name:		Print Name and Title:	
Bank Routing Number:		Contact Phone Number:	
<input type="checkbox"/> Checking Acct #:		Payee Address for Applicable Accounts:	
<input type="checkbox"/> Savings Acct #:			

ATTACH VOIDED CHECK OR PROVIDE A BANK LETTER WITH ACH ROUTING/ACCOUNT INFO

I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, as well as the requirements of the Office of Foreign Assets Control (OFAC). Check one of the following:

I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is not subject to being transferred to a foreign bank account.

I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is subject to being transferred to a foreign bank account. I understand that any electronic payments that may be remitted to me may be labeled with "IAT" as the standard entry class. I acknowledge that availability of funds credited to the account will be subject to my receiving financial institution's policies and procedures. I also understand that the remitting agency may elect to remit future payments to me via paper check instead of electronically.

I authorize the Office of the State Controller to initiate direct deposit entries each pay period, and if necessary, adjustments for any direct deposit entries in error, to the financial institution and account identified on the attached certification document. I understand and accept the conditions of participation in the direct deposit program. This authority will remain in effect until I cancel it in writing.

SIGNATURE:	DATE:
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NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
 Steven W. Troxler, Commissioner

NCDA&CS Division of Soil & Water Conservation

CONTRACT "CHECK OFF LIST" for Grantee

INSTRUCTIONS: CHECK THE "YES" BOXES IN LEFT COLUMN FOR THE DOCUMENT TITLES THAT ARE BEING RETURNED WITH THE TWO SIGNED, DATED and WITNESSED COPIES OF THE CONTRACT, WITH SIGNATURES IN BLUE INK. BE SURE TO INCLUDE ALL THE OTHER DOCUMENTS SPECIFIED IN YOUR CONTRACT PACKAGE. IF "X NO" HAS BEEN CHECKED OFF FOR YOU, THAT DOCUMENT IS NOT REQUIRED FOR THIS GRANT PROGRAM OR PROJECT.

GRANTEE ORGANIZATION NAME: Watauga Soil & Water Conservation District

PROJECT TITLE/NAME: DSWC-Master Matching and Technical Assistance Agreement

CONTRACT #: _____ **TRACKING #:** 15-E-103-SWC

GOVERNMENTAL ENTITIES ONLY Check one Box	DOCUMENT TITLE <i>ALL SIGNATURES MUST BE IN BLUE INK</i>	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract "Check Off List" for Grantee	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Cover (To be signed, dated & witnessed)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT A - Scope of Work (includes Timeline and Line Item Budget), Description of Services or Grantee's Proposal	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT B - General Terms & Conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT C - Certifications and Assurances Section	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT D - NC OpenBook Supplemental Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT E - Signature Card	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT F - W-9 Tax Information	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT G - Vendor Electronic Payment Form	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Effective 7/14

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AGENDA ITEM 7:

PROJECT ON AGING ANNUAL REPORT

MANAGER'S COMMENTS:

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

Board action is requested to accept the annual report.



Watauga County Project on Aging

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

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: November 10, 2014

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

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

I plan to be present for discussion and questions.

PROGRAM EVALUATION NCDHSR LICENSURE REQUIREMENTS

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

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

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

**WATAUGA COUNTY PROJECT ON AGING
FY 14 ANNUAL REPORT
JULY 1, 2013 – JUNE 30, 2014**

FY 14 Budget

Budgeted Amount	\$ 1,227,188
Expenditures	<u>1,137,374 (92.7%)</u>
Balance (under)	\$ 89,814 (7.3%)

FY 14 Revenue

Medicaid	\$ 94,587	} \$ 458,739
DSS Contract	12,253	
Donations/Fees	28,900	
HCCBG, State funds, NSIP	273,867	
E & D Transportation	18,673	
State Senior Center Allocation	15,573	
SHIIP Grant	5,006	
Self Supported Contracted Classes	9,880	
Watauga County ¹	\$ 678,635	
Total Revenue	\$1,137,374	

1 \$32,841 minimum match was required for federal and state grants.

CAP/DA MEDICAID:

The Community Alternatives Program for Disabled Adults (CAP/DA) provided services to 42 Medicaid clients who were certified as medically eligible to enter a nursing home but who preferred to stay at home. Medicaid funds received are based on billable services to CAP/DA clients and are as follows:

	<u>NUMBER SERVED</u>	<u>AMOUNT BILLED</u>
Home Delivered Meals	1,342 meals	\$ 4,015.57
Case Management	1,446.5 hours	81,856.46
Waiver Supplies	26 clients	<u>11,084.40</u>
Total		\$ 96,956.43
		(\$94,587.26 or 97.6% collected)

D.S.S. CONTRACT

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

942.5 Hours	\$12,252.5
-------------	------------

HOME AND COMMUNITY CARE BLOCK GRANT

The Home and Community Care Block Grant consists of Federal Older Americans Act funds, required State match, and additional State legislative allocations. The United States Department of Agriculture reimburses .60 per meal through a program called Nutritional Services Incentive Program (NSIP) for each eligible meal served.

In-Home Aide	\$115, 581
Home Delivered Meals	77,500
Congregate Meals	42,973
NSIP	24,265
Transportation	12,798
Health Promotions	<u>750</u>
Total	\$273,867

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

DESCRIPTION	UNITS SERVED	# of CLIENTS
Congregate Meals	15,199	382
Home Delivered Meals	17,780	118
CAP Home Delivered Meals	1,342	7
Transportation	5,307	123
In-Home Aide Level I	8,749	123
In-Home Aide Level II	2,654	29
Respite I and II	1,134	14
DSS In-Home Aide	943	12
Medical Loan Closet	--	186

STAFF SUMMARY

The following staff worked in providing In-Home Services during FY 14:

- 8 In-Home Aides
- 1 In-Home Aide Supervisor
- 1 Home Delivered Meals Coordinator
- 1.5 CAP Case Managers

CLIENT OUTCOMES

73 clients receiving in-home services were discontinued in FY 14 for the following reasons:

- 21 Services not needed (improved, no longer qualified, client request)
- 21 Placed in a LTC Facility
- 12 Moved out of County
- 11 Death
 - 5 Over 30 Days hospital/family stay
 - 2 Hired Caregiver / Private Home Care
 - 1 Unable to Access

NON-ACCEPTANCE of CLIENTS

60 clients were referred for services in FY 14 who were not placed on service roles.

CAP – 29

- 10 Medicaid issues (eligibility, deductible, estate recovery)
- 6 Declined services
- 4 Other services in place; CAP not needed
- 4 MD refused to sign FL2
- 2 Receiving Special Assistance; declined CAP
- 1 Placed in nursing facility / chose to stay in nursing facility
- 1 No response after numerous attempts to reach
- 1 Death

In-Home Aide – 31

- 10 Declined services
- 8 No response from client
- 7 Needs met through other services/support
- 5 Waiting for Service
- 1 Deceased

CLIENT DEMOGRAPHICS

During FY 14, more females than males were served through the In-Home Services programs; 71% of the clients were female, and 29% of the clients were male. Forty three percent (43%) of the In-Home Services clients served were classified as economically needy, while 100% of in-home clients were classified as at-risk or high-risk for being placed in a facility or not being able to remain in their own homes. The majority of the clients served were over the age of 75 (67%) while 92% were over the age of 60.

SENIOR CENTER REPORTS

LOIS E. HARRILL SENIOR CENTER

Congregate Participants	198
AARP Tax Assistance	257
ASU Interns / Research Projects / Volunteers / etc.	44
Center Classes, Activities and Services	1,265
Newsletter " <i>Young at Heart</i> "	410

WESTERN WATAUGA COMMUNITY CENTER

Congregate Participants	167
AARP Tax Assistance	82
ASU Interns / Research Projects / Volunteers / etc.	150
Center Classes, Activities and Services	376
Community Center	4,143
Parking/Ground Use	3,247

Currently, by census projection, there are 8,000+ residents in Watauga County over the age of 60. The Lois E. Harrill Senior Center continues to grow with many activities being requested especially in the areas of wellness/fitness and computers with some classes/activities requiring a waiting list. The Lois E. Harrill Senior Center received more than \$7,000 in donated items during FY 14. In May of 2014, the Lois E. Harrill Senior Center partnered with Appalachian State University to offer CHAMP (Community Health and Mobility Partnership), a program designed to improve balance, strength and mobility for seniors. This program is offered for free and has grown over the last few months. The Lois E. Harrill Senior Center held their first art show and open house and have been actively working on behalf of the seniors to sell their artwork and crafts. SHIIP volunteers have gone out into the community to assist with enrolling new Medicare clients into prescription drug plans and have also helped many apply for extra help, thus lowering the cost of their monthly premiums.

According to the numbers listed above, over 5,000 individuals utilized the Western Watauga Community Center during FY 14. The Western Watauga Community Center will need to be expanded in order to meet the needs of the older adults in that area. It is not possible to schedule multiple classes, meetings, etc., due to limited space. We were able to expand into the unused WAMY space, which provided a room for exercise equipment, and space to conduct exercise classes and small group meetings/classes. The parking lot at the WWCC is also heavily used with more than 3,000 additional vehicles using the parking lot for events such as Blood, Sweat, and Gears; CCP&D Music Fest; and the CCP&D Heritage Day.

NARRATIVE SUMMARY

The Project on Aging's revenues were more than projected during FY 14, while expenditures were less than projected. We also maintained a Medicaid revenue collection rate of 97.6%.

Services were delivered below the prior year's level in Home Delivered Meals; 19,122 (-4,758) Home Delivered Meals were delivered to 125 frail adults (-28). We served 104 less CAP meals and 4,654 less HCCBG meals. During April of 2013, we started not replacing HDM clients as they went off of meals in order to reduce food costs, which accounts for some of the decline. We started adding clients back on in December, 2013 and are continuing to add clients with no waiting list on most routes. We did not deliver 13 days during FY 14 due to inclement weather. Emergency meals were provided to cover those days.

Services were delivered above the prior year's level for In-Home Aide Services; 13,480 hours (+166) of In-Home Aide Services were delivered to 178 frail adults (-14).

The Agency has approved clients on waiting lists for Home Delivered Meals and In-Home Aide. During FY 14, the Home Delivered Meals program averaged 85 clients at any given time with an average of 11 on the waiting list. The In-Home Aide program averaged 130 clients and 11 on the waiting list, with more than 11 current clients who are eligible for and need additional service. The CAP program maintained an average caseload of 34 clients with no waiting list during FY 14.

The Project on Aging's goal continues to be to provide services to the over 60 and disabled adult population, thereby allowing them to maintain their independence as opposed to premature institutionalization. Services to the frail elderly may decrease in FY 15 due to budget constraints. However, the Project on Aging will continue to focus on providing services to the frailest, oldest, and poorest residents. As the at-home population becomes older and frailer with more acute needs for services, the demand for services will need to be addressed. The Project on Aging continues to maximize its efforts in service delivery and utilized more than 300 volunteers in the delivery of services during FY14.

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AGENDA ITEM 8:

PLANNING BOARD RECOMMENDATIONS REGARDING EXTRATERRITORIAL JURISDICTION (ETJ)

MANAGER'S COMMENTS:

Mr. Ric Mattar, Planning Board Chair, and Mr. Joe Furman, Planning and Inspections Director, will present the Planning Board's recommendations regarding the Boone Extra Territorial Jurisdiction. Public hearings will be required prior to adoption should the Board consider the two recommendations being put forth by the Planning Board.

The first recommendation is to amend the County's official Watershed Map of Watauga County to include the portions of the Winkler's Creek and South Fork New River protected watersheds that are currently within the ETJ. The effective date would be January 1, 2015.

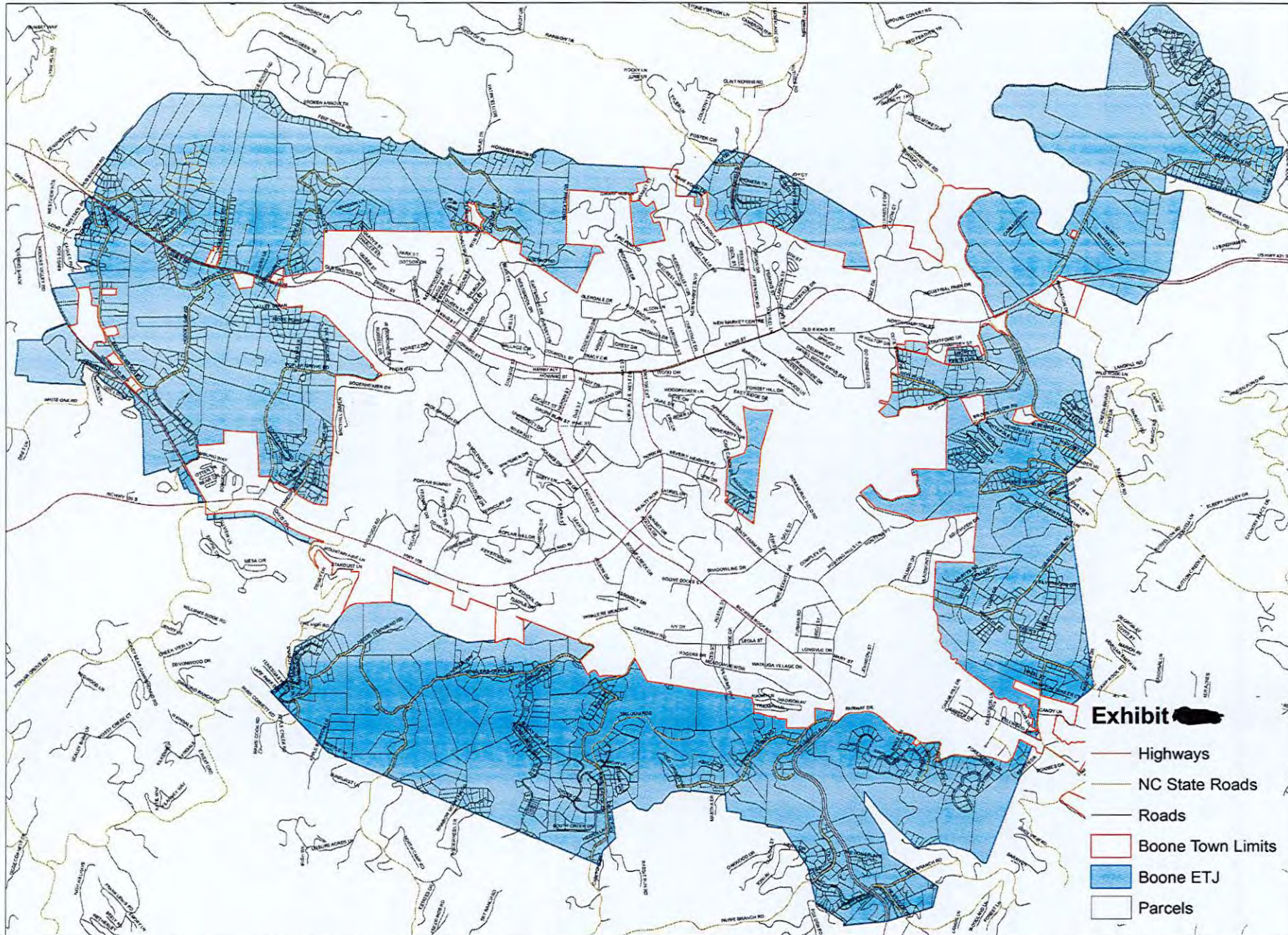
The second recommendation is to adopt a ninety (90) day moratorium on approvals of the land uses regulated by the County's High Impact Land Use Ordinance in most of the area currently within the ETJ only. The statute is the zoning enabling legislation; it is the only means provided by the statutes for local governments to adopt moratoria. Adopting a moratorium under this statute does not mean the County is adopting zoning. Because the zoning authority is used, it is possible for the moratorium to affect only part of the County, pursuant to NCGS 153A-342(d), in this case the current Boone ETJ. The statute requires that each area affected be at least 640 acres in size, with at least ten (10) separate land parcels under separate ownership. There are three (3) qualifying areas in the current ETJ, as shown on the attached map. There are four (4) smaller areas, not adjacent to the qualifying areas that would not be included.

The proposed effective date is January 1, 2015 with the expiration date of April 1, 2015. The Planning Board requests that public hearings on these recommendations be scheduled for December 16, 2014. Attached are: the proposed moratorium, NCGS 153A-340(h) and 153A-342(d), a map of the current ETJ, a map of the qualifying areas of the ETJ (draft moratorium map), and a map of the ETJ/watershed overlap.

The Planning Board will meet on November 17th, a day prior to the Board of Commissioners' meeting, and will review these recommendations. Therefore, it is possible the recommendations presented here could be altered. If so, any proposed alterations will be presented to the Commissioners on November 18th.

The Board may schedule public hearings for December 16, 2014 to consider the watershed amendment and the moratorium, request a work session with the Planning Board, or take no action.

Staff seeks direction from the Board.



Watauga
County
Land Records









YEAR 2014



Watauga County
842 West King Street
Boone, NC 28607
www.wataugacounty.org

Exhibit [redacted]

-  Highways
-  NC State Roads
-  Roads
-  Boone Town Limits
-  Boone ETJ
-  Parcels

Disclaimer:
This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public information sources should be consulted for verification of the information contained on this map. The County assumes no legal responsibility for the information contained on this map.

1 inch = 1,000 feet

DRAFT

Ordinance Establishing a Development Moratorium on High Impact Land Uses

Article 1. Need for Moratorium.

A. The NC General Assembly by local act abolished the Town of Boone's Extraterritorial Zoning Jurisdiction (ETJ) effective January 1, 2015. Boone's ETJ was established in large part due to citizen's concerns over various commercial/industrial uses permitted in close proximity to their neighborhoods. Watauga County has no county-wide zoning ordinance requiring separation of incompatible land uses, and the existing High Impact Land Use Ordinance does not require separation between residential and commercial/industrial uses. Since Boone's ETJ authority (and thus zoning in that area) has been abolished, citizens in the ETJ have expressed renewed concerns.

B. In response, the Watauga County Board of Commissioners held a public hearing on August 19, 2014 to allow ETJ residents an opportunity to express their concerns. Following the hearing, the Board of Commissioners asked the Watauga County Planning Board to study the issue and make recommendations for action. The Planning Board has subsequently sought additional citizen input through regional meetings held September 29th, 30th and October 6th in the ETJ West, ETJ East, and ETJ South respectively. At each of these meetings, ETJ residents expressed serious concerns as to whether county ordinances offer the same level of protection to health, safety and welfare as provided under Boone's ETJ.

C. The Planning Board has considered the following options to address abolishment of Boone's ETJ: 1. Take no action. 2. Amend existing county-wide ordinances, particularly the High Impact Land Use Ordinance. 3. Adopt partial county zoning. 4. Adopt a temporary moratorium to allow additional time for more thorough consideration of all available options.

D. The Planning Board has concluded: 1. This is clearly a complex issue requiring substantial discussion and consideration. 2. Amendment or adoption of county ordinances is a time consuming task requiring public hearings preceded by adequate public notice. 3. Further complicating the Planning Board's shortened review time frame is the onset of the Holiday Season when many residents are on vacation and unable to attend public meetings. 4. The Watauga County Board of Commissioners' election is held on November 4, 2014 and, depending on the outcome, the composition of the Planning Board may be altered considerably.

Article 2. Resolution.

A. NOW THEREFORE BE IT RESOLVED that the Watauga County Planning Board has recommended, because of these factors, there is inadequate time to thoroughly consider these issues before Boone's ETJ authority is abolished.

B. BE IT FURTHER RESOLVED that the Watauga County Planning Board believes it is important to adopt a moratorium on development approvals required for those

land uses listed in the High Impact Land Use Ordinance to further consider the level of protection afforded to ETJ residents' health, safety, and welfare.

C. BE IT FURTHER RESOLVED that the Watauga County Planning Board believes the moratorium is necessary and in effect only within the land area of the Town of Boone's former ETJ.

Article 3. Development Approvals Affected.

Development approvals subject to the moratorium are those uses listed in and regulated by the High Impact Land Use Ordinance, Article II, Section 1. The moratorium will allow needed further consideration of the adequacy of that ordinance, particularly as it applies to the former ETJ areas.

Article 4. Effective date and Duration.

The moratorium shall take effect January 1, 2015 and shall expire April 1, 2015. Due to the complexity of the issues and the uncertainty of the make-up of the Planning Board, as well as the need for adequate time to advertise and conduct public hearing(s), an additional ninety (90) days is needed to thoroughly investigate the issues and alternatives.

Article 5. Actions During Moratorium.

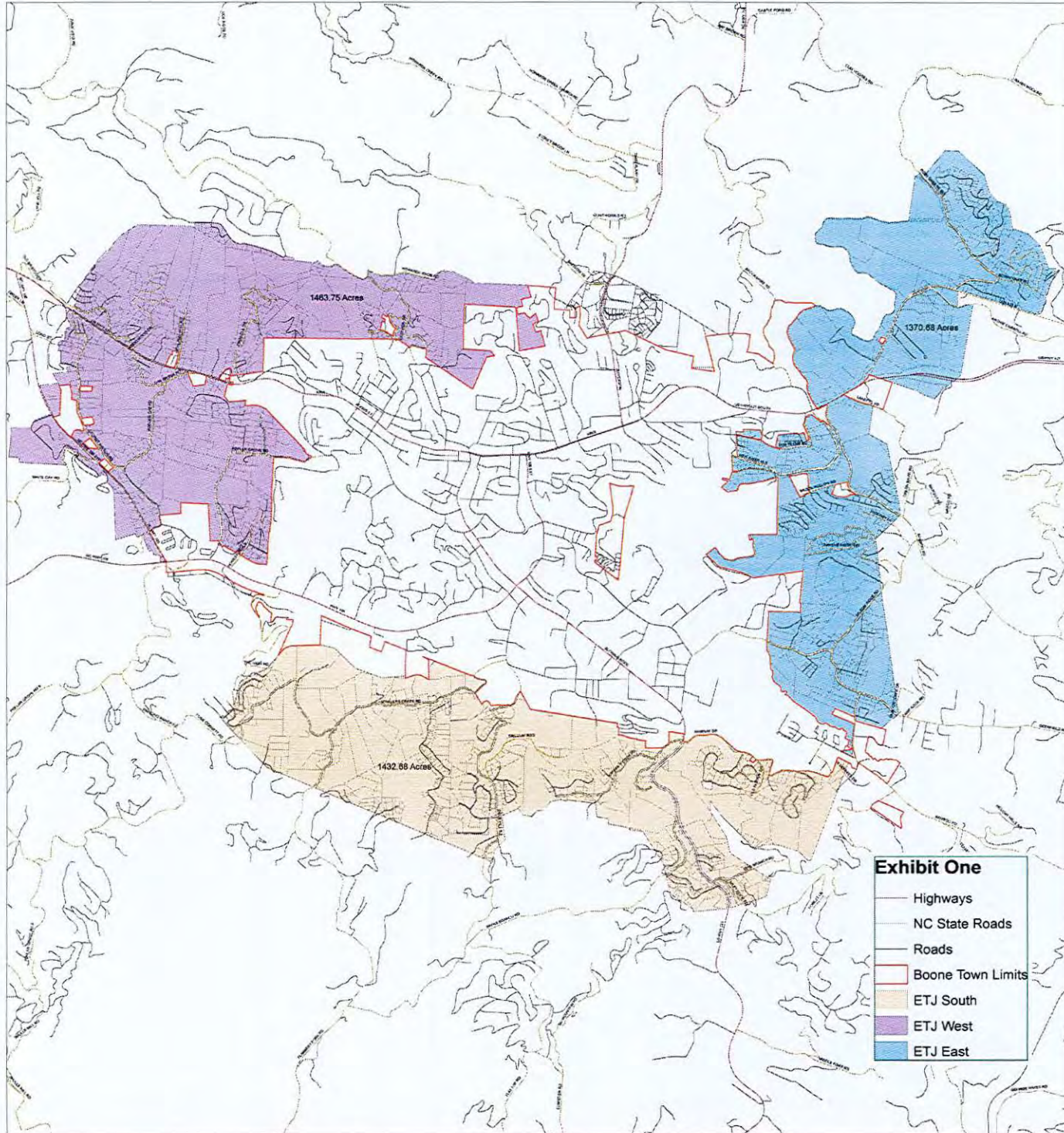
The Planning Board will meet as often as necessary and possible to consider the issues, and will seek further citizen input as needed, as well as seek input/advise from professionals as needed. When recommendations are formulated, the Planning Board will present these to the Board of Commissioners for consideration. The goal is to present the recommendations no later than March 1, 2015.

Article 6. Affected Areas.

The moratorium shall affect only the land areas of the Town of Boone's ETJ currently shown on Exhibit 1 and labeled ETJ West, ETJ East, and ETJ South, each area being at least 640 acres and containing at least ten (10) separate land parcels under separate ownership.

Article 7. Authority and Enactment.

Adopted by the Watauga County Board of Commissioners this the ____ day of December, 2014 following a duly advertised public hearing, and pursuant to the authority and requirements of NC General Statute 153A-340(h) and 153A-342.



Watauga County
Land Records



Watauga County
842 West King Street
Boone, NC 28607
www.watauga-county.com

Exhibit One

- Highways
- NC State Roads
- Roads
- Boone Town Limits
- ETJ South
- ETJ West
- ETJ East

Disclaimer:
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NCGS 153A-340(h)

(h) As provided in this subsection, counties may adopt temporary moratoria on any county development approval required by law. county development approval required by law, except for the purpose of developing and adopting new or amended plans or ordinances as to residential uses. The duration of any moratorium shall be reasonable in light of the specific conditions that warrant imposition of the moratorium and may not exceed the period of time necessary to correct, modify, or resolve such conditions. Except in cases of imminent and substantial threat to public health or safety, before adopting an ordinance imposing a development moratorium with a duration of 60 days or any shorter period, the board of commissioners shall hold a public hearing and shall publish a notice of the hearing in a newspaper having general circulation in the area not less than seven days before the date set for the hearing. A development moratorium with a duration of 61 days or longer, and any extension of a moratorium so that the total duration is 61 days or longer, is subject to the notice and hearing requirements of G.S. 153A-323. Absent an imminent threat to public health or safety, a development moratorium adopted pursuant to this section shall not apply to any project for which a valid building permit issued pursuant to G.S. 153A-357 is outstanding, to any project for which a conditional use permit application or special use permit application has been accepted, to development set forth in a site-specific or phased development plan approved pursuant to G.S. 153A-344.1, to development for which substantial expenditures have already been made in good faith reliance on a prior valid administrative or quasi-judicial permit or approval, or to preliminary or final subdivision plats that have been accepted for review by the county prior to the call for public hearing to adopt the moratorium. Any preliminary subdivision plat accepted for review by the county prior to the call for public hearing, if subsequently approved, shall be allowed to proceed to final plat approval without being subject to the moratorium.

Any ordinance establishing a development moratorium must expressly include at the time of adoption each of the following:

- (1) A clear statement of the problems or conditions necessitating the moratorium and what courses of action, alternative to a moratorium, were considered by the county and why those alternative courses of action were not deemed adequate.
- (2) A clear statement of the development approvals subject to the moratorium and how a moratorium on those approvals will address the problems or conditions leading to imposition of the moratorium.
- (3) An express date for termination of the moratorium and a statement setting forth why that duration is reasonably necessary to address the problems or conditions leading to imposition of the moratorium.
- (4) A clear statement of the actions, and the schedule for those actions, proposed to be taken by the county during the duration of the moratorium to address the problems or conditions leading to imposition of the moratorium.

No moratorium may be subsequently renewed or extended for any additional period unless the city shall have taken all reasonable and feasible steps proposed to be taken by the county in its ordinance establishing the moratorium to address the problems or conditions leading to imposition of the moratorium and unless new facts and conditions warrant an extension. Any ordinance renewing or extending a development moratorium must expressly include, at the time of adoption, the findings set forth in subdivisions (1) through (4) of this subsection, including what new facts or conditions warrant the extension.

Any person aggrieved by the imposition of a moratorium on development approvals required by law may apply to the appropriate division of the General Court of Justice for an order enjoining the enforcement of the moratorium, and the court shall have jurisdiction to issue that order. Actions brought pursuant to this section shall be set down for immediate hearing, and subsequent proceedings in those actions shall be accorded priority by the trial and appellate courts. In any such action, the county shall have the burden of showing compliance with the procedural requirements of this subsection.

NCGS 153A-342(d)

(d) A county may determine that the public interest does not require that the entire territorial jurisdiction of the county be zoned and may designate one or more portions of that jurisdiction as a zoning area or areas. A zoning area must originally contain at least 640 acres and at least 10 separate tracts of land in separate ownership and may thereafter be expanded by the addition of any amount of territory. A zoning area may be regulated in the same manner as if the entire county were zoned, and the remainder of the county need not be regulated. (1959, c. 1006, s. 1; 1965, c. 194, s. 2; 1973, c. 822, s. 1; 1985, c. 607, s. 3; 2005-426, s. 6(b).)

AGENDA ITEM 9:**COMMUNICATIONS AND EMERGENCY SERVICES MATTERS*****A. Proposed Emergency Management Performance Grant (EMPG)*****MANAGER'S COMMENTS:**

The North Carolina Department of Public Safety every year provides grant monies for Counties completing certain emergency planning activities. These activities serve as the base amount and in the case of Watauga County amounts to \$20,625. The optional components for additional funding have not been determine as of yet. This is a yearly program in which the County has participated for over thirty (30) years.

Board action is requested to submit the grant application to the North Carolina Department of Public Safety and complete the required activities to receive the \$20,625.



WATAUGA COUNTY

111814 BCC Meeting

Department of Communications & Emergency Services

184 Hodges Gap Road Suite D ♦ Boone, North Carolina 28607 Phone (828) 264-3761

FAX (828) 265-7617

Jeff Virginia-Director

Email: Jeff.Virginia@watgov.org

November 7, 2014

The application that I have submitted is for presentation to the Board of Commissioners for the Emergency Management Performance Grant (EMPG) for the year of 2015.

This grant is received yearly by Watauga County; last year our grant total was \$20,625.00. This year our Base amount is the same with the optional amounts to be announced by the state at a later date.

I would respectfully request that the board approve this application for the 2015 EMPG funds.

Thank you,
Jeff Virginia

11/19/13



WATAUGA COUNTY

FIRE MARSHAL / EMERGENCY MANAGEMENT

184 HODGES GAP ROAD, BOX D
BOONE, NORTH CAROLINA 28607



OFFICE (828) 264-4235 • FAX (828) 262-5725

WATAUGA COUNTY EMERGENCY MANAGEMENT ORGANIZATIONAL CHART 2015

Mr. Nathan Miller
Chairman Board of Commissioners

Mr. Deron Geouque
County Manager

Mr. Jeff Virginia
Director of Emergency Services and Communications

Mr. Steve Sudderth
Fire Marshal/Emergency Management Coordinator

Mr. Paul Buchanan
Code Enforcement Official

Watauga

Return by November 14 111814 BCC Meeting



North Carolina Department of Public Safety
Emergency Management

Pat McCrory, Governor
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

MEMORANDUM

TO: Local Emergency Management Coordinator
FROM: Michael A. Sprayberry, Director
DATE: October 2, 2014
SUBJECT: Emergency Management Performance Grant (EMPG) FFY 2015 Funding

You are invited to submit your application for the Emergency Management Performance Grant (EMPG) program funding for FFY 2015 (October 1, 2014 – September 30, 2016). There are two types of award amounts that will be made for this grant period. The first type is a Universal (Baseline) dollar amount based on a county population formula. Universal work activities for this baseline amount must be completed, verified and approved by your Branch Office no later than **September 30, 2015**. Failure to complete all Universal work activities will result in a penalty that will be assessed against your FFY 2016 EMPG funds. The second type of payment will be for approved Optional work activities, up to six (6), that your county may choose to work on in addition to the Universal activities. Approved Optional activities will result in additional monies being awarded. The final award amount will be determined when all county Optional activities have been completed, verified and approved. Failure to complete an Optional activity will not result in a penalty other than no monies awarded for that activity. Optional activities must be completed and approved prior to **September 30, 2015**.

The enclosed application package contains State and Federal Guidance and the necessary forms to complete your application. Please review this material and gather the information needed. Your Area Coordinator or Branch Manager will be available to assist you in completing the application package. Additionally, your Area Coordinator can work with you to determine the actual percentage of time you devote to emergency management, preparedness, mitigation, response and recovery activities (excluding Fire Marshal, EMS, 911, safety activities, etc.).

In order to be eligible to receive EMPG funds, you must complete, sign and submit to your Branch Office the completed documents by the deadlines in Attachment 1.

MAILING ADDRESS:
4713 Mail Service Center
Raleigh, NC 27699-4713
www.ncem.org
www.ncdps.gov



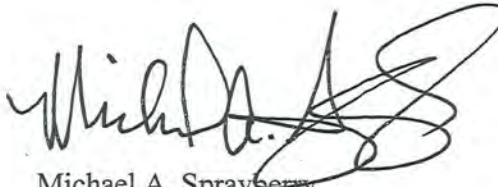
An Equal Opportunity employer

OFFICE LOCATION:
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

I recommend you develop and complete your FFY 2015 EMPG Application for Funding package in consultation with your key county officials. I encourage you to use this opportunity to discuss your program with your county officials.

If you have questions about this package, please contact your Area Coordinator or Branch Manager.

Thank you for your continued support of NCEM!



Michael A. Sprayberry,
Director

MAS/rwm

Attachments

- 1 – Application Schedule and Eligibility Criteria
- 2 – FFY 2015 EMPG Application Package
 - Instructions, EM Form 66
 - **EM Form 66***
 - Instructions, EM Form 66A
 - **EM Form 66A***
 - **EM Program Manager 2015 Certification***
 - **Assurances – Non-Construction Programs***
 - **Certifications Regarding Lobbying***
 - **Disclosure of Lobbying Activities, SF-LLL***

* Application documents are to be completed, signed and returned to your Area Coordinator by your Branch office deadline.

NORTH CAROLINA LOCAL GOVERNMENT APPLICATION FOR FFY 2015 EMPG FUNDING

INSTRUCTIONS FOR COMPLETING EM FORM 66

- 1.1** **EM Agency Name** - Type or print the official legal title of your Emergency Management (EM) agency.
- 1.2** **Street Address, City, Zip Code+4** - Type or print the street address, city, and nine digit zip code.
- 1.3** **D-U-N-S Number** - Type or print the unique nine digit identification number for your county's agency. **NOTE: Your financial personnel should be able to provide you with this number.**
- 1.4** **Zip Code+4** – Enter your nine digit zip code for your county government agency mailing address, e.g., 281230465.
- 1.5** **SAM Registered** – Each applicant must be registered in the Federal System for Award Management (SAM) annually in order to be eligible to receive EMPG monies. The URL is <https://www.sam.gov/>.
Expiration Date – What is the expiration date for your SAM account?
- 1.6** **EM Program Manager** - Type or print the name of the county EM Program Manager. **NOTE: Must be the same title on the Position Description and Organization Chart.**
- 1.7** **Time (%)** - EM Director will type or print the **percentage of time the director** devotes to **Emergency Management program activities** (e.g. 50%, 60%, 90%, etc.).
- 1.8** **Current Salary** - Type or print the current **annual salary** for EM Director. **(Round to the nearest dollar).**
- 1.9** **Date of Employment in Current Position** – Enter the start date of your position as Local Emergency Management Program Manager, e.g. 02/04/2014.
- 1.10** **Personnel Data Table** – Complete the specific questions that deal with EM program staff. For the Cost Share or In-Kind Match question, explain how the county will match the federal award grant monies. In FFY 2015, EMPG has a 50% County and 50% Federal cost share cash- or in-kind match requirement. Federal funds cannot be matched with other Federal funds. The data requested will assist in documenting the extent to which EMPG Program funding contributes to enhancing or sustaining emergency management capacity in terms of personnel support at the local level.

All EMPG Program funds (Federal and match) allocated towards local emergency management personnel?

Enter the dollar amount for all EMPG Program funds (Fed & match) allocated for local emergency management personnel.

All EMPG Program funds (Fed & match) allocated towards non-local emergency management personnel?

Enter the dollar amount for all EMPG Program funds (Fed & match) allocated towards Non-local emergency management personnel.

Total Number of Local Emergency Management full-time equivalent (FTE) personnel (including those supported and not supported by the EMPG Program).

Enter the Total Number of local Emergency Management full-time equivalent (FTE) personnel (including those supported and not supported by the EMPG Program).

Number of Local emergency management full-time equivalent (FTE) personnel supported by the EMPG Program? Enter the number of local emergency management full-time equivalent (FTE) personnel supported by the EMPG Program.

Total Number of Local emergency management personnel funded (fully or partially) by the EMPG Program. Enter the total Number of local emergency management personnel funded (fully or partially) by the EMPG Program.

Cost Share or In-Kind Match explanation in detail?

Enter in information as to how the county will match the local EMPG share.

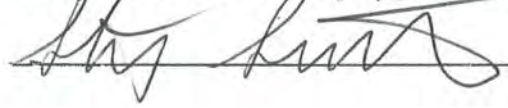
NORTH CAROLINA LOCAL GOVERNMENT APPLICATION FOR FFY 2015 EMPG FUNDING				
Grant Period: October 1, 2014 – September 30, 2016				
1.1	EM Agency Name	Watauga County Fire Marshal/Emergency Management		
1.2	Street Address, City	184 Hodges Gap Road, Box D, Boone, N.C. 28607		
1.3	DUNS 9 Digit Number	08-998-8216	1.4 Zip Code+4	2 8 6 0 7 8 6 3 5
1.5	SAM Registered? (Yes, No)	NO	Expiration Date	

LOCAL EMERGENCY MANAGEMENT PROGRAM

For 1.5 indicate actual percentage of time Emergency Management director devotes to work on only EM activities. Please do not include work time for EMS, 911, Fire Marshal, Safety activities, etc.	1.7 *	1.8	1.9
	Time (%) (e.g. 50%, 75%, 100%)	Current Salary	Date of Employment in Current Position
1.6 EM Program Manager (Print/Type in Name Below)			
Stephen Sudderth	50%	52,203	4/1/2007

1.10	Personnel Data: Complete for personnel supported with FFY 2015 EMPG Program funds	
	a. All EMPG Program funds (Federal and match) allocated towards Local emergency management personnel?	\$ 117,025
	b. All EMPG Program funds (Federal and match) allocated towards Non-Local emergency management personnel?	\$ 0
	c. Total Number of Local emergency management full-time equivalent (FTE) personnel (including those supported and not supported by the EMPG Program)?	4
	d. Number of Local emergency management full-time equivalent (FTE) personnel supported (fully or partially) by the EMPG Program?	4
	e. Number of Local emergency management personnel supported (fully or partially) by the EMPG Program?	1.75
	f. Cost Share or In-Kind Match explanation in detail?	General Fund

* Area Coordinator must verify the percentage of time devoted to Emergency Management activities.



Local EM Program Manager Signature

Area Coordinator Signature

Branch Manager Signature

INSTRUCTIONS FOR COMPLETING EM FORM 66A (STATE/LOCAL FFY 2015 EMPG AGREEMENT)

It is important that the Finance Officer and the local Chief Executive Officer have information and knowledge of the local EM program and the financial status of the local EM Agency. By coordinating the program emphasis with your county officials, the State's "Comprehensive Emergency Management Criteria" and the state and federal required activities, your partnership agreement should serve as a master plan for the year's activities.

The State/Local FFY 2015 EMPG Agreement requires the signature of the Local Emergency Management Program Manager, the Local Finance Officer, and the Local Chief Executive Officer (the last may be the same individual).

Your Area Coordinator will monitor your FFY2015 EMPG progress throughout the grant period.

REPORTING

EMPG deliverables to include Universal and Optional activities must be uploaded into WebEOC so that your agency's performance in the completion of scheduled activities throughout the year can be tracked and approved.

North Carolina Emergency Management does recognize that circumstances may prevent the accomplishment of a scheduled activity. However, for full eligible Federal funding in FFY 2016, all Universal activities must be completed and uploaded into WebEOC.

All requests for revisions (rescheduling or substitution of an equivalent activity) must be justified in writing to the Director of North Carolina Emergency Management through the appropriate Branch Manager.

STATE/LOCAL FFY 2015 EMPG AGREEMENT

AGENCY: Watauga County Emergency Management

This is to certify that the above named agency agrees to successfully complete the activities below in full partnership with North Carolina Emergency Management and the U.S. Department of Homeland Security. The appropriate Branch Manager and/or Area Coordinator will review the progress of this agreement quarterly with the local Emergency Management Director. This report will also be the basis for continued funding during this fiscal year.

All Emergency Management activity deliverables must be completed before the agreement period ends **September 30, 2015**. To receive credit for any deliverables you complete, an electronic copy for each deliverable must be uploaded into WebEOC by the deadline above and approved by State personnel.

Certify completion of the following activities for EMPG Universal activities no later than September 30, 2015 unless otherwise noted below:

- 2015.01 Update the new 2015 THIRA/SPR/NIMS reporting tool by **November 15, 2014**;
- 2015.02 Review/Update County Emergency Operation/Response plan;
- 2015.03 Participate in a minimum 24 hours EM training;
- 2015.04 Conduct three exercises per year;
- 2015.05 Complete all NIMS training requirements as outlined in NIMS Five-Year Plan;
- 2015.07 Attend Statewide EM Conference
- 2015.09 Update Statewide Mutual Aid Agreement Authorized Agent Page
- 2015.52 Update County Profile

NOTE: As listed above to be eligible to receive FFY 2015 EMPG funding, applicants must meet NIMS compliance requirements. The THIRA/SPR/NIMS is the required means to report FY 2015 NIMS compliance for FFY 2015 funds.

FFY 2015 Compliance Requirements for Local EMPG Funded Personnel

- NIMS Training: IS 100; IS 200; IS 700; and IS 800;
- FEMA Professional Development Series: IS 120, IS 230a. b.; IS 235a. b.; IS 240a; IS 241a; IS 242a; and IS 244a

EMPG Program funds used for training should support the nationwide implementation of NIMS. Grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf. The *NIMS Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

The Federal Funding Accountability and Transparency Act (FFATA) necessitates a system to allow prime grant award and sub-award recipients to report monies received from federal funds. The FFATA Subaward Reporting System – FSRs.gov – is the system that allows grant award and contract award recipients to electronically report their sub-award monies. Each prime and sub-award recipient must be registered and renewed annually in the System for Award Management (SAM) to continue to be eligible for EMPG monies.

This Agreement will become effective upon execution of all parties to the Agreement. The date of execution shall be the date of the last signature.

EXECUTED THIS THE _____ DAY OF _____, 201__

Stephen Sudderth
(Print) Name of Local EM Program Manager

[Signature]
Signature of Local EM Program Manager

Date

Signature of Local Finance Officer

Date

Signature of Local Chief Executive Officer

Date

County of _____

EMERGENCY MANAGEMENT PROGRAM MANAGER

2015 CERTIFICATION

Watauga COUNTY EMERGENCY MANAGEMENT
AGENCY

I DO HEREBY CERTIFY THAT THE EM PROGRAM MANAGER POSITION* IS NOT VACANT OR IS CURRENTLY BEING FILLED BY AN ACTING COUNTY EMPLOYEE.

Signature: _____,

Local Chief Executive Officer

Date: _____

**** AS PART OF THE GRANT APPLICATION DELIVERABLES, A CURRENT POSITION DESCRIPTION AND ORGANIZATION CHART THAT MEETS U.S. DEPARTMENT OF HOMELAND SECURITY PROGRAM AND STATE REQUIREMENTS IS ESSENTIAL.***

Attachment 1

Application Schedule and Eligibility Criteria

1. EM Form 66 - North Carolina Local Government Application for FFY 2015 EMPG Funding; must be completed and submitted to your Branch Office no later than **February 6, 2015**;
2. EM Form 66A - State/Local FFY 2015 EMPG Agreement; must be completed and submitted to your Branch Office no later than **February 6, 2015**;
3. A signed EM Program Manager 2015 Certification form stating that the EM Program Director position is not vacant or is currently being filled by an acting county employee. This form must be completed and submitted to your Branch Office no later than **February 6, 2015**;
4. Federal Forms must be completed and attached to your EM Form 66A and submitted to your Branch Office no later than **February 6, 2015**:
 - SF424B - Assurances-Non-Construction Programs
 - Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - Disclosure of Lobbying Activities
5. Provide a separate current job description or functional statement for the EM PROGRAM MANAGER identified on EM Form 66 and submit to your Branch Office no later than **February 6, 2015**;
6. A current Organizational chart must be submitted to your Branch Office no later than **February 6, 2015**;
7. Deliverables should be uploaded into WebEOC at least quarterly by **December 31, March 31, June 30 and September 30**. Quarter reports and progress reports can be generated in WebEOC.

Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Emergency Management" program. Continued EMPG funding is contingent upon completion of all EMPG funding requirements. The following eligibility criteria must be adhered to during FFY 2015 for EMPG funds:

1. EMPG has a 50% County and 50% State cost share cash- or in- kind match requirement.
2. Each applicant must complete all Universal activities as outlined in the FFY 2015 EMPG Local Activity Directory.
3. Every participant must be established as an Emergency Management agency by appropriate county resolution/ordinance.

4. The County must have a full-time or part-time (at least 50%) Emergency Management Program Director.
5. Employees must be covered by an approved Pay Plan. However, the Director may be exempt from this requirement.
6. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.
7. Complete Universal activities and up to six (6) Optional activities prior to **30 September, 2015** to be eligible to receive FFY 2015 EMPG funding.

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

*O.M.B. No. 1660-0025
Expires November 30, 2013*

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005 Paperwork Reduction Project (1660-0025).
NOTE: Do not send your completed form to this address.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached

(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the term of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring on the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

[Empty rectangular box for site information]

There are workplaces on file that are not identified

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<p>* TITLE</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>
<p>* APPLICANT ORGANIZATION</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<p>* DATE SUBMITTED</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>

Standard Form 424B (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: _____	7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ * Street 1 _____ Street 2 _____ * City _____ State _____ Zip _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: _____ * Name: Prefix _____ * First Name _____ Middle Name _____ * Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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AGENDA ITEM 9:**COMMUNICATIONS AND EMERGENCY SERVICES MATTERS*****B. Request to Accept Hazardous Materials Emergency Planning Grant*****MANAGER'S COMMENTS:**

At the September 16, 2014 Board meeting, Mr. Jeff Virginia, Emergency Services Director, requested the Board authorize the submittal of a Hazardous Materials Planning Grant. The grant would provide \$10,000 for the event and would require no county match. The proposed exercise scenario would involve a gasoline tanker overturning at the curve at the Elk Motel and spilling the contents into the New River.

The proposed exercise will include Watauga County Fire Departments, North Carolina Highway Patrol, Watauga County Sheriff's Office, Boone Police Department, Watauga Medical Center, Watauga Medics, Watauga County EMS, public health, and water departments of Boone, Blowing Rock, and ASU.

Board action is required to accept the \$10,000 Hazardous Materials Planning Grant from the North Carolina Department of Public Safety.

**HAZARDOUS MATERIALS EMERGENCY PLANNING GRANT
MEMORANDUM OF UNDERSTANDING/AGREEMENT**

BETWEEN

**THE STATE OF NORTH CAROLINA,
DEPARTMENT OF PUBLIC SAFETY,
NORTH CAROLINA EMERGENCY MANAGEMENT**

AND

THE COUNTY OF WATAUGA

HM-HMP-0446-14-01-00

THIS HAZARDOUS MATERIALS EMERGENCY PLANNING GRANT MEMORANDUM OF AGREEMENT (the Agreement) is entered into by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management, North Carolina Emergency Response Commission (hereinafter referred to as the AGENCY/GRANTEE), and the County of Watauga hereinafter referred to as the "RECIPIENT/SUBGRANTEE").

WHEREAS, the Hazardous Materials Transportation Act, 42 U.S.C. § 5101 *et. seq.* authorizes the Secretary of the U.S. Department of Transportation (USDOT) to make hazardous materials emergency planning grants to states and Indian tribes if the state agrees to make available at least 75% of the amount of the grant in the fiscal year to local emergency planning committees to develop emergency plans under the Emergency Planning Community Right-To-Know Act (EPCRA), 42 U.S.C. 11001 *et. seq.*; and

WHEREAS, the USDOT has made available federal funds for hazardous materials emergency planning grants; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein; and

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE do mutually agree as follows:

- (1) **SCOPE OF WORK** The RECIPIENT/SUBGRANTEE shall fully perform the approved hazardous materials emergency planning project, as described in Attachment A to this Agreement, in accordance with the approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall not deviate from the approved project and the terms and conditions of this Agreement without prior approval of the AGENCY/GRANTEE.
- (2) **FUNDING** The AGENCY/GRANTEE shall provide Hazardous Materials Emergency Planning Grant Funds for costs incurred in performing the project identified in Attachment A as follows: \$10,000. Allowable costs shall be determined in accordance with the Hazardous Materials Transportation Act, 42 U.S.C. 5101 *et. seq.*, 49 C.F. R. Part 110, 49 C.F.R. Part 18, OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" and other applicable Hazardous Materials Emergency Planning Grant Program guidance.
- (3) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES** Both the RECIPIENT/ SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and

Federal laws, rules and regulations, including but not limited to, those identified in Attachments B, C & D.

- (4) **PERIOD OF AGREEMENT** This Agreement becomes effective upon execution of the signatures of all parties of the agreement. The date of execution shall be the date of the last signature. The termination date is **September 30, 2015**, unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (10), (11), (13) or (17).
- (5) **MODIFICATION OF CONTRACT** Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.
- (6) **RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT**
 RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and/or OMB Circular No. A-87, "Cost Principles for State and Local Governments," and/or OMB Circular No. A-102 "Grants and Cooperative Agreements with State and Local Governments." Pursuant to 49 C.F.R. §18.42, the RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records to the AGENCY/GRANTEE, awarding agency (USDOT), and the Comptroller General of the United States or any authorized representatives, employees, and agents thereof.
- (7) **REPORTS** The RECIPIENT/SUBGRANTEE shall provide reports or information to the AGENCY/GRANTEE. Report(s), as described in Attachment A to this Agreement, which are due sixty (60) days from completion of the plan, exercise, or study. Reports shall include the current LEPC membership roster, a copy of the most recent LEPC meeting minutes and agenda and LEPC by-laws. The RECIPIENT/SUBGRANTEE shall provide a semi-annual summary (progress report), not later than **May 30, 2015**, to the EPCRA Program Manager to ensure that the project deliverables are being met, and that each grant contract is operating within budget. The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports requested by the AGENCY/GRANTEE. The AGENCY/GRANTEE contact will be the Division of Emergency Management EPCRA Program Manager for all reports. If all required reports and copies are not sent to the AGENCY/GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/GRANTEE may withhold payment until they are completed or may take such other action as set forth in paragraph (10). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/SUBGRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work, Attachment A. Upon request by the AGENCY/GRANTEE, the RECIPIENT/ SUBGRANTEE shall provide such additional updates or information as may be required by the AGENCY/GRANTEE.
- (8) **MONITORING** The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement and incorporated by reference herein.
- (9) **LIABILITY** (a) Except as otherwise provided in subparagraph (b) below, the RECIPIENT/ SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor. (b) Any RECIPIENT/ SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortuous acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.
- (10) **TERMINATION** If, through any cause, the RECIPIENT/SUBGRANTEE shall fail to fulfill in a

timely and proper manner the obligations under this Agreement, the AGENCY/GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to the RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of termination.

- (11) **NOTICE AND CONTACT** All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this Agreement.
- (a) The name and address of the AGENCY/GRANTEE project manager and project coordinator for this Agreement are:
- Michael Sprayberry, Director
David Powell, EPCRA Program Manager
Division of Emergency Management
N.C. Department of Public Safety
1636 Gold Star Drive
Raleigh, N.C. 27607
- (b) The name and address of the Representative of the RECIPIENT/ SUBGRANTEE responsible for the administration of this Agreement is:
- Mailing Address:
Name: Steve Sudderth
Title: Fire Marshal / EM Coordinator
County: Watauga
Address: 184 Hodges Gap Road
City: Boone, NC 28607
- (c) In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided (11) above.
- (12) **OTHER PROVISIONS** The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/GRANTEE from all its obligations to the RECIPIENT/SUBGRANTEE. This Agreement shall be construed under the laws of the State of North Carolina and the venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (13) **AUDIT REQUIREMENTS** Pursuant to 49 C.F.R. §18.26, RECIPIENT/SUBGRANTEE is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. §7501 et. seq., 49 C.F.R. Part 18, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable North Carolina laws, rules and regulations. The RECIPIENT/SUBGRANTEE agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement and in accordance with 49 C.F.R. §18.20. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance. Pursuant to 49 C.F.R. §18.42, the RECIPIENT/SUBGRANTEE

shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years from the starting date specified in 49 C.F.R. §18.42(c). However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be maintained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

- (14) **SUBCONTRACTS** If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE. If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/SUBGRANTEE shall conduct procurement or subcontracting in accordance with 49 C.F.R. §18.36 "Procurement". The RECIPIENT/ SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. If the RECIPIENT/ SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract. Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.
- (15) **CHANGES, REAL PROPERTY, EQUIPMENT, SUPPLIES AND COPYRIGHTS** If applicable, changes, real property, equipment, supplies and copyrights will be administered in accordance with 49 C.F.R. Part 18. (See 49 C.F.R. § 18.30-18.34.)
- (16) **TERMS AND CONDITIONS** This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.
- (17) **STANDARD CONDITIONS** The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions: (a) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement. There shall be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the RECIPIENT/ SUBGRANTEE. (b) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes or applicable federal regulations and made or received by the Contractor/RECIPIENT/ SUBGRANTEE in conjunction with the Agreement.
- (18) **ATTACHMENTS** (a) All attachments to this Agreement are incorporated as if set out fully herein. (b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency. (c) This Agreement has the following attachments:

Attachment A	Budget and Scope of Work
Attachment B	Lobbying Prohibition/Certification
Attachment C	Special Conditions
Attachment D	Assurance of Compliance with Title VI of the Civil Rights Act of 1964 by the Sub grantee
Attachment E	Assurance of Compliance with Title VI of the Civil Rights Act of 1964 by the Contractor
Attachment F	Assurance of Compliance with Title VI of the Civil Rights Act of 1964 for inclusion in deeds, licenses, permits, etc.
Attachment G	Assurance of Compliance with Privacy Act
Attachment H	Certification regarding Drug-Free Workplace Requirements
Attachment I	Certification regarding Debarment, Suspension, and other responsibility matters


- (19) **FUNDING/CONSIDERATION** (a) Pursuant to 49 C.F.R. §18.21, the RECIPIENT/SUBGRANTEE shall be paid upon completion of the project and upon the satisfactory performance of work hereunder in an amount as determined in the approved Project Budget, attached as Attachment A, subject to the availability of funds. (b) An invoice detailing the project expenditures shall be submitted to the individual identified in Attachment C prior to **September 15, 2015**.
- (20) **STATE LOBBYING PROHIBITION** No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. Refer to Attachment B for additional terms and provisions relating to lobbying.
- (21) **LEGAL AUTHORIZATION** The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/ SUBGRANTEE to the terms of this Agreement.
- (22) **ASSURANCES** By execution of this agreement, the RECIPIENT/SUBGRANTEE agrees to comply with Attachments A through I. The RECIPIENT/SUBGRANTEE hereby assures and certifies that: (a) It possesses legal authority to enter into this agreement, and to execute the proposed program. (b) If required, its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the HMEP application, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required. (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. **The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.**
- (23) **SPECIAL CONDITIONS** (a) The RECIPIENT/SUBGRANTEE shall comply with the special conditions set forth in Attachment C, attached hereto and incorporated by this reference. (b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment C or the program statutes and regulations in Paragraph 24 of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement. (c) RECIPIENT/SUBGRANTEE shall do or complete the following: 1) Conduct a meeting of the Local Emergency Planning Committee (LEPC) at least once per year, elect LEPC chairperson and establish LEPC subcommittees; 2) Provide a statement indicating review of LEPC bylaws.
- (24) **PROGRAM STATUTES AND REGULATIONS** This Agreement, the North Carolina General Assembly and the Hazardous Materials Emergency Planning Grant Program (HMEP) are governed by the following statutes and regulations: (1) The Hazardous Materials Transportation Act, as amended, 42 U.S.C. § 5101 *et. seq.*; (2) 49 C.F.R. parts 18 and 110, and any other applicable policy memoranda and guidance documents; (3) Emergency Planning Community Right-To-Know Act (EPCRA), 42 U.S.C. § 11001 *et. seq.*; (4) OMB Circulars A-87 and A-110; (5) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et. seq.*; (6) Where applicable, it will comply with Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 *et seq.*, Federal Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.*, Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7, Sections 306 and 508 of the Clean Air Act, 42 U.S.C. § 1857(h) and § 1368, Executive Order 11738, the Americans With Disabilities Act , 42 U.S.C. § 12001 *et. seq.*, the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities, the Hatch Act, which limits the political activity of employees, the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 as amended Pub. L. 93-234, 87 Section 975, approved December 31, 1973. Section 103(a) required, on and

after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, applicable N.C. General Statutes when negotiating contracts for services and the Energy Policy and Conservation Act (P.L. 94-163).

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the _____ day of _____, 2014.

N.C. DEPARTMENT OF PUBLIC SAFETY

COUNTY OF WATAUGA

BY: 
MICHAEL A. SPRAYBERRY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
VICE-CHAIRMAN, NORTH CAROLINA
EMERGENCY RESPONSE COMMISSION

BY: _____
JEFF VIRGINIA, EMERGENCY SERVICES
DIRECTOR
WATAUGA COUNTY

DATE: 11/7/14

DATE: _____

APPROVED AS TO PROCEDURES:

BY: 
WILLIAM M. POLK, COUNSEL
DEPARTMENT OF PUBLIC SAFETY

DATE: 11/6/2014

BY: _____
JAMES J. CHEROKE, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

DATE: _____

BY: _____
GREGORY K. BAKER, COMMISSIONER
OF LAW ENFORCEMENT
DEPARTMENT OF PUBLIC SAFETY

DATE: _____

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE FY 2014 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY GREGORY K. BAKER, COMMISSIONER OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM FOR OTHER FISCAL YEARS.

ATTACHMENT A**BUDGET AND SCOPE OF WORK**

RECIPIENT/SUBGRANTEE shall implement the Hazardous Materials Emergency Planning Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The AGENCY/ GRANTEE shall pay eligible costs according to the following expenditures:

I. Funding SummaryA. Project Costs:

Federal Share:	\$10,000.00
TOTAL:	\$10,000.00

II. Scope of Work Summary

Watauga County's LEPC will exercise and evaluate local jurisdictions' systems to provide command and control over an expanding incident that goes into multiple operational periods. This will be done with a discussion based tabletop exercise followed by an operational based tabletop. The scenario will include a gasoline tanker involved in an MVA near the Elk Motel curve in Boone and a subsequent contamination of Boone's water intake. This contamination would require Boone to shift their water intake to Winkler's Creek and also contact ASU and Blowing Rock to activate their plan and get approval from the state to open the interconnection of water lines between the three systems. Agencies involved would include: Watauga County Fire Departments, State Highway Patrol, Watauga County Sheriff's Office and Boone PD, Watauga Medical Center, Watauga Medics, Watauga County Emergency Management, Public health and the water departments with Boone, Blowing Rock and ASU. Watauga County will: 1) Work with the local planning committee and develop both a discussion and operational Tabletop exercise 2) Conduct a tabletop exercise with staff, LEPC and available elected officials 3) Provide HSEEP compliant exercise and after action report.

III. Reports to be Provided During Period of Performance

RECIPIENT/SUBGRANTEE must provide a semi-annual summary (progress report), no later than **May 30, 2015**, to the EPCRA Program Manager to ensure that the project deliverables are being met, and that each grant contract is operating within budget.

IV. Reports to be Provided at the Conclusion of Work (no paper copies needed)

1. One (1) electronic copy of the after action report (AAR) following the exercise.
2. One (1) electronic copy if any plans are added or updated.
3. Additional electronic documentation that lists/includes:
 - Agencies involved;
 - Number of participants;
 - Several photographs from exercise;
 - Any other documentation that would be pertinent.
4. Any invoices detailing the expenses associated with the project. If applicable, a full breakdown of per diem specifics will need to be provided (e.g. rosters showing number of people [X] applicable per diem amount). USDOT-PHMSA is slow / hesitant to reimburse per diem expenses based upon food receipts alone. Proper documentation is vital.

ATTACHMENT B

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT/SUBGRANTEES shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

COUNTY: _____
RECIPIENT/SUBGRANTEE

BY: _____
NAME, TITLE

ATTACHMENT C

SPECIAL CONDITIONS

This agreement shall be executed by the RECIPIENT/SUBGRANTEE, and returned to the AGENCY/GRANTEE at the following address:

**EPCRA Program Manager
Division of Emergency Management
Attn: HMEP
NC Department of Public Safety
1636 Gold Star Drive
4236 Mail Service Center
Raleigh, N.C. 27607-3371**

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/SUBGRANTEE.

Name: _____

Title: _____

Address: _____

County of _____

City: _____, NC _____

ATTACHMENT D

**ASSURANCE OF COMPLIANCE
WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
DEPARTMENT OF TRANSPORTATION**

The County of Watauga (hereinafter referred to as the "Recipient") **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, and **HEREBY GIVES ASSURANCE THAT** it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the project:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.
3. That the Recipient shall insert the clauses of Appendix B of this agreement in every contract subject to the Act and the Regulations.
4. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
5. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
6. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation and is binding on it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

(County)

(Signature of Authorized Official)

(Print Name and Title of Authorized Official)

(Date)

ATTACHMENT E

**ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **County of Watauga** or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the **County of Watauga** or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the **County of Watauga** shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as the **County of Watauga** or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provides, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the **County of Watauga** to enter into such litigation to protect the interests of the **County of Watauga** and, in addition the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(County)

(Signature of Authorized Official)

(Print Name and Title of Authorized Official)

(Date)

ATTACHMENT F

**ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
DEPARTMENT OF TRANSPORTATION**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by **County of Watauga** executed in expending these grant funds.

The [grantee, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the [grantee, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, **County of Watauga** shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, **County of Watauga** shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of **County of Watauga** and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by **County of Watauga**.

The [grantee, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [grantee, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, **County of Watauga** shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, **County of Watauga** shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of **County of Watauga** and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

(County)

(Signature of Authorized Official)

(Print Name and Title of Authorized Official)

(Date)

ATTACHMENT G

**ASSURANCE OF COMPLIANCE WITH
PRIVACY ACT**

22.4 The Sub Recipient agrees:

22.4.1 To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. § 552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system of records on individuals to be operated by the Grantee, its third-party contractors, subcontractors, sub grantees, or their employees to accomplish a DOT function;

22.4.2 To notify DOT when the Grantee or any of its third-party contractors, subcontractors, sub grantees, sub recipients, or their employees anticipate operating a system of records on behalf of DOT in order to implement the program, if such system contains information about individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.

22.4.3 To include in every solicitation and in every third-party contract, sub grant, and when the performance of work under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DOT function, a Privacy Act notification informing the third-party contractor, or sub grantee, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DOT function subject to the Privacy Act of 1974, 5 U.S.C. § 552a, and applicable DOT regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

22.4.4 To include the text of Subsections 22.4.1 through 22.4.4 in all third-party contracts, and sub grants under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of DOT.

(County)

(Signature of Authorized Official)

(Print Name and Title of Authorized Official)

(Date)

ATTACHMENT H

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(SUB RECIPIENTS OTHER THAN INDIVIDUALS)**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (*See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400*).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (g).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

(County)

(Signature of Authorized Official)

(Print Name and Title of Authorized Official)

(Date)

ATTACHMENT I

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application or proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative

Name and Title of Authorized Representative

Date

Or alternatively, state:

I am unable to certify to the above statement. My explanation is attached.

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AGENDA ITEM 10:

MEDICS BASE 3 UPDATE

MANAGER'S COMMENTS:


Mr. Lou Gerics, Innovative Designs, will update the Board on the progress being made with the new Medic Base 3. The report will be for information only; therefore no action is required.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

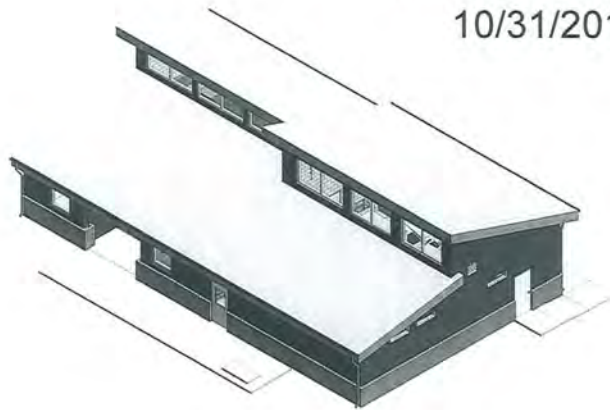
FROM: Robert Marsh, Maintenance Director 

SUBJECT: Medic Base 3 Update

DATE: November 12, 2014

Innovative Designs has completed the preliminary design of the new Medic Base and is nearing completion of the final design work. Lou Gerics will present the drawings and provide an update of the project schedule.

Medic Base 3
Watauga County Board of Commissioners
60% CD Submittal
10/31/2014



1 (20 - Rev)

DRAWING INDEX

CO 01 COVER SHEET	FIRE PROTECTION
CO 02 CODE SUMMARY	FP101 FLOOR PLAN, NOTES AND DETAILS
CO 03 LIFE SAFETY PLAN	
ARCHITECTURAL	PLUMBING
A000 ABBREVIATIONS, SYMBOLS, GENERAL NOTES	P101 WASTE FLOOR PLAN AND SCHEDULES
A101 FLOOR PLAN	P102 WATER FLOOR PLAN AND SCHEDULES
A102 ROOF PLAN	MECHANICAL
A103 REFLECTED CEILING PLAN	M00 COVER SHEET
A201 BUILDING ELEVATIONS	M01 DETAILS
A301 BUILDING SECTIONS	M02 SCHEDULES
A311 WALL SECTIONS	M10 FLOOR PLAN
A312 WALL SECTIONS	ELECTRICAL
A401 ENLARGED FLOOR PLANS AND INTERIOR ELEVATIONS	E00 COVER SHEET
A402 PLAN DETAILS, INTERIOR ELEVATIONS & DETAILS	E01 POWER AND FIRE ALARM RISER DIAGRAMS
A511 SECTION DETAILS	E02 ELECTRICAL SITE PLAN
A512 SECTION DETAILS	E10 FLOOR PLAN - LIGHTING AND SCHEDULE
A513 DETAILS	E11 FLOOR PLAN - POWER AND SYSTEMS
A601 DOOR, WINDOW & SIGNAGE SCHEDULES	E20 ELECTRICAL DETAILS
A611 DOOR & WINDOW DETAILS	E21 ELECTRICAL DETAILS
STRUCTURAL	E22 ELECTRICAL DETAILS
S001 STRUCTURAL NOTES	E30 PANEL SCHEDULES
S101 FOUNDATION PLAN	E31 PANEL SCHEDULES
S102 ROOF FRAMING PLAN	
S201 FOUNDATION DETAILS	
S301 FRAMING DETAILS	

2 Drawing Index
 1/2" = 1'-0"



VICINITY MAP

ARCHITECT:
INNOVATIVE DESIGN INC.
 850 WEST MORGAN STREET
 RALEIGH, NC 27603
 PH: (919) 832-6303
 EMAIL: INFO@INNOVATIVEDESIGN.NET

STRUCTURAL:
LYSAGHT ASSOCIATES
 120 ST. MARY'S ST
 RALEIGH, NC 27603
 PH: (919) 833-0495
 EMAIL: JES@LYSAGHTASSOCIATES.COM

PLUMBING/MECHANICAL/ELECTRICAL:
ELM ENGINEERING
 900 CENTER PARK DRIVE, SUITE E
 CHARLOTTE, NC 28217
 PH: (704) 335-0396
 EMAIL: KREITTERER@ELMENG.COM



Medic Base 3
 Watauga County Board of Commissioners
 US 321 and Willowdale Church Rd., Vilas, NC 28692

3	(25% General)	10/31/14
2	DD	5/29/14
1	SD	8/29/14
NO.	SUBMISSION	DATE

CHECKED BY: **Checker**

DRAWN BY: **LJG**

PROJECT NUMBER: **1403**

SHEET NAME: **COVER**

SHEET NUMBER: **CO 01**

COPYRIGHT: Innovative Design, 2014



INNOVATIVE DESIGN
 800 W. MORGAN STREET
 RALEIGH, NORTH CAROLINA 27601
 919-843-6202
 919-843-3333 FAX



SEAL

100% CD Submittal



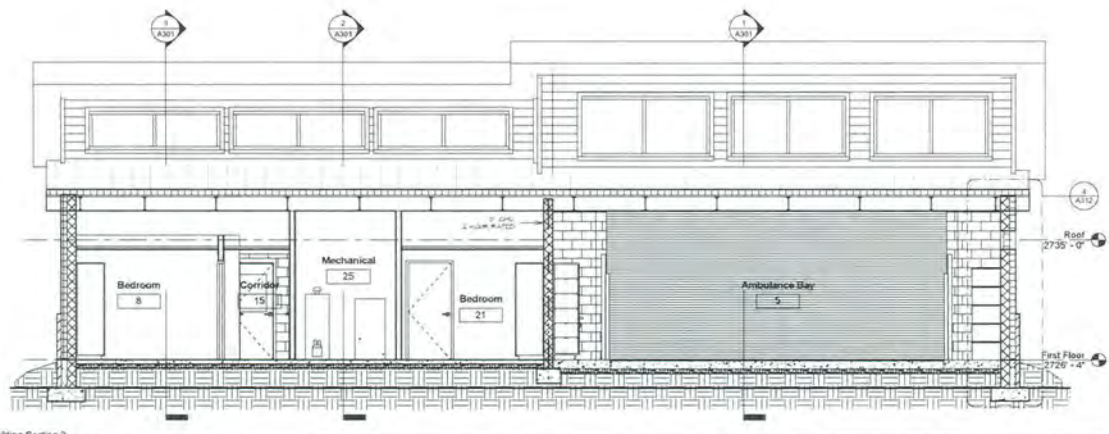
SEAL

Medic Base 3

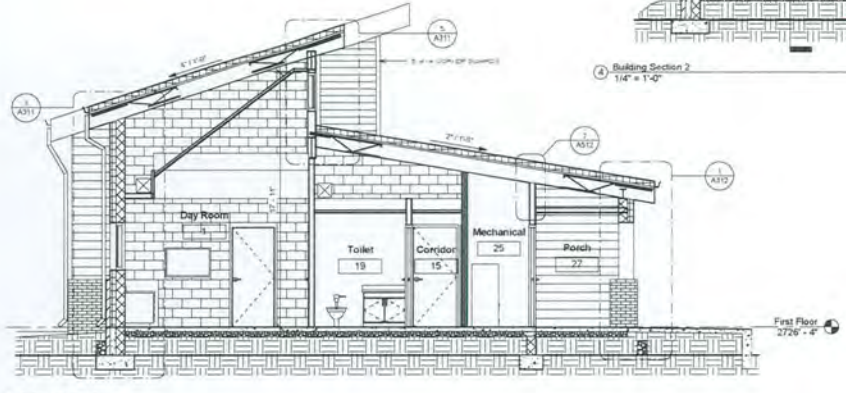
Watauga County Board of Commissioners
 US 321 and Willowdale Church Rd., Vilas, NC 28692

1	ISSN CD Submittal	10/15/14
2	DD	10/09/14
1	SD	10/01/14
NO.	SUBMISSION	DATE
CHECKED BY: Checker		
DRAWN BY: LJG		
PROJECT NUMBER: 1403		
SHEET NAME:		

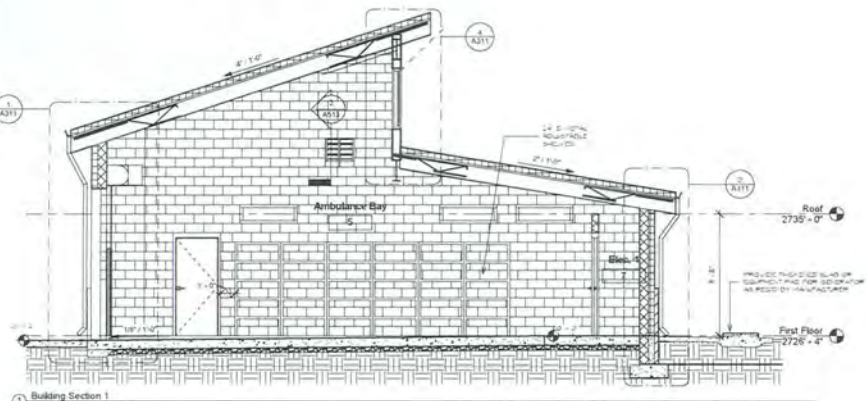
BUILDING SECTIONS
 SHEET NUMBER:
A301



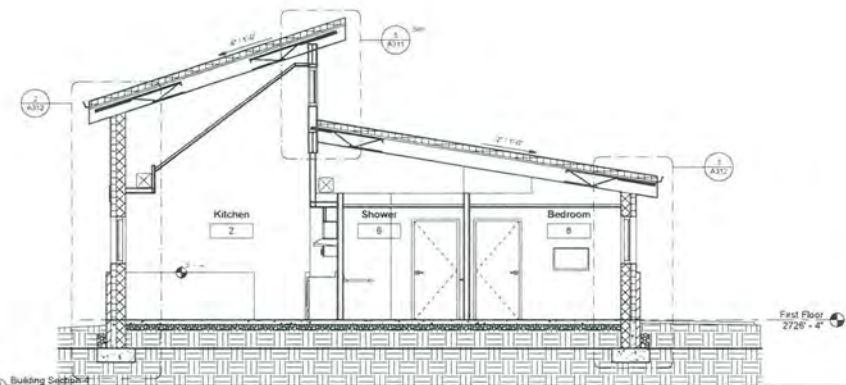
Building Section 2
 1/4" = 1'-0"



Building Section 3
 1/4" = 1'-0"



Building Section 1
 1/4" = 1'-0"



Building Section 4
 1/4" = 1'-0"

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AGENDA ITEM 11:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

Mr. Larry Warren, Tax Administrator, will present the Monthly Collections Report and be available for questions and discussion.

The report is for information only; therefore, no action is required.

Monthly Collections Report

Watauga County

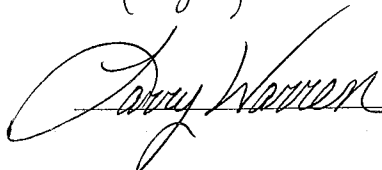
Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report October 2014

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>					
Taxes 2014	4,003,855.33	17.19%	7,144,249.54	27.03%	28.16%
Prior Year Taxes	116,822.21		364,943.08		
Solid Waste User Fees	360,453.13	15.95%	650,174.39	25.05%	26.00%
Green Box Fees	3,609.76		11,760.41	NA	
Total County Funds	\$4,484,740.43		\$8,171,127.42		
<u>Fire Districts</u>					
Foscoe Fire	78,008.18	20.01%	143,765.82	30.93%	34.05%
Boone Fire	107,485.42	16.68%	193,657.37	25.86%	28.16%
Fall Creek Service Dist.	1,110.67	12.63%	1,713.97	18.24%	NA
Beaver Dam Fire	14,782.24	15.81%	25,905.30	25.73%	26.54%
Stewart Simmons Fire	15,523.09	15.67%	29,213.51	25.82%	21.27%
Zionville Fire	18,000.13	18.14%	32,223.55	27.86%	30.13%
Cove Creek Fire	35,685.60	16.41%	64,164.36	25.72%	29.39%
Shawneehaw Fire	14,666.59	17.87%	26,547.66	27.77%	27.78%
Meat Camp Fire	30,332.37	17.31%	56,011.26	26.81%	28.45%
Deep Gap Fire	24,394.65	15.28%	48,375.94	25.47%	25.63%
Todd Fire	7,086.79	12.94%	14,288.41	22.26%	26.72%
Blowing Rock Fire	78,314.70	18.81%	151,607.20	31.40%	30.17%
M.C. Creston Fire	926.85	17.54%	1,912.49	29.27%	31.20%
Foscoe Service District	10,998.01	17.69%	18,188.41	25.94%	28.89%
Beech Mtn. Service Dist.	463.25	24.96%	479.09	25.35%	19.86%
Cove Creek Service Dist.	12.20	4.98%	91.20	28.14%	30.29%
Shawneehaw Service Dist	825.51	16.28%	1,828.31	29.29%	31.22%
	\$437,505.58		\$808,259.88		
<u>Towns</u>					
Boone	715,412.24	13.79%	1,251,748.59	21.59%	21.95%
Municipal Services	10,797.44	9.35%	21,980.36	17.26%	15.81%
Boone MV Fee	144.93	0.00%	1,475.39	0.00%	55.38%
Blowing Rock	180.77	15.01%	2,054.29	0.00%	62.85%
Seven Devils	0.00	0.00%	327.37	0.00%	59.77%
Beech Mountain	33.69	0.00%	1,536.17	0.00%	57.07%
Total Town Taxes	\$726,569.07		\$1,279,122.17		
Total Amount Collected	\$5,648,815.08		\$10,258,509.47		



Tax Collections Director



Tax Administrator

AGENDA ITEM 11:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Warren will present the Refunds and Releases Reports.

Board action is required to accept the Refunds and Releases Reports.

10/31/2014 17:02
Larry.Warren

WATAUGA COUNTY
RELEASES - 10/01/2014 TO 10/31/2014

P 1
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1577894 ALDRIDGE, JOANNE BRANNON 114 EDGEWOOD DR BOONE, NC 28607	RE 2014 2910-18-3631-000 TAX RELEASES INCORRECT BILLING	37851	10/29/2014	C02	5078	0 SWF	80.00
9000304 BLACKBURN, MICHAEL LEE 142 EDNA ST PO BOX 2492 BOONE, NC 28607	MV 2013 ALH4037 REFUND RELEASE INCORRECT SITUS	11327	10/29/2014	C02	5088	0 C02 CF2 G01	73.41 5.00 62.10 <hr/> 140.51
1701783 BLUE RIDGE CONSERVANCY PO BOX 568 BOONE, NC 28607	RE 2014 1879-14-4488-000 TAX RELEASES SHOULD HAVE BEEN EXEMPT	2304	10/29/2014	F08	5097	0 F08 G01	16.05 100.47 <hr/> 116.52
1558285 BLUE SKIES DEVELOPMENT INC 482 STATE FARM RD BOONE, NC 28607	RE 2014 2951-63-5865-000 TAX RELEASES PROPERTY IN FLOODZONE	47595	10/29/2014	F10	5083	97,900 F10 G01	48.95 306.43 <hr/> 355.38
1290972 BYRNE, JAMES F JR AND SUELLEN PO BOX 2346 BOONE, NC 28607	RE 2014 2931-38-4062-000 TAX RELEASES VETERAN'S EXEMPTION	45263	10/29/2014	F09	5080	45,000 F09 G01	22.50 140.85 <hr/> 163.35
1731688 CASCINI, DONALD R PO BOX 588 DADE CITY, FL 33526-0588	RE 2014 2970-06-5055-000 TAX RELEASES VETTRAN'S EXEMPTION	48225	10/29/2014	F10	5079	45,000 F10 G01	22.50 140.85 <hr/> 163.35
1535769 DAVIS, MARCIA S (TR) MARCIA S DAVIS REVOCABLE TRUST C/O HOUND EARS CLUB P O BOX 188 BLOWING ROCK, NC 28605	RE 2014 1899-25-3936-000 TAX RELEASES INCORRECT SQUARE FOOTAGE	6479	10/29/2014	F01	5089	115,000 F01 G01	57.50 359.95 <hr/> 417.45
1588798 FARMERS RENT. & POWER EQUIP INC 678 HWY 105 EXT BOONE, NC 28607	PP 2014 588798999 TAX RELEASES GRANTED EXT. LIST..	2973	10/29/2014	C02	5077	0 G01L C02L	71.72 93.95 <hr/> 165.67
1731441 FARTHING, EDMUND JONES JR 1526 BETHEL RD VILAS, NC 28692-9552	RE 2014 1963-28-6164-000 TAX RELEASES FAILED TO RECEIVE PUV	14957	10/29/2014	F04	5092	16,000 F04 G01	8.00 50.08 <hr/> 58.08

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WATAUGA COUNTY
RELEASES - 10/01/2014 TO 10/31/2014

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1552767 FARTHING, LEN BROUGHTON FARTHING, BRENDA COFFEY PO BOX 88 VILAS, NC 286920088	MV 2014	64	10/29/2014			0	F04	.75
	YC3103						G01	4.70
	TAX RELEASES				5091			
	FARM TAG WILL LIST AS PP IN JANUARY							5.45
1513953 FIRST CITIZENS BANK & TRUST CO LEASING DEPT P O BOX 29519 RALEIGH, NC 276260519	PP 2014	2058	10/29/2014			0	C02	16.15
	513953999			F01			G01	21.16
	TAX RELEASES				5081			
	incorecft depreciation codes							37.31
1747863 JAMES, BARBARA MAST 619 AIKEN AVE ROCK HILL, SC 29730	RE 2013	27182	10/29/2014			71,300	F04	35.65
	1954-60-9399-000			F04			G01	223.17
	REFUND RELEASE				5094			
	PROPERTY HAD CONSERVATION EASEMENT							258.82
1625361 JOHNSON, MEREDITH STEPHANIE 150 VALLEYBROOK LN # 2 BLOWING ROCK, NC 286058900	MV 2013	16651	10/29/2014			0	F07	5.81
	BCE6641			F07			G01	36.37
	TAX RELEASES				5084			
	PD							42.18
1625361 JOHNSON, MEREDITH STEPHANIE 150 VALLEYBROOK LN # 2 BLOWING ROCK, NC 286058900	MV 2013	16651	10/29/2014			0	F07	-5.81
	BCE6641			F07			G01	-36.37
	TAX RELEASES				5085			
	PD							-42.18
	Reversal of release				5084			
1437094 LONG, GEOFFERY GREER PO BOX 468 BOONE, NC 28607	RE 2014	35260	10/29/2014			5,000	F02	2.50
	2901-28-1346-000			F02			G01	15.65
	TAX RELEASES				5096			
	FAILED TO RECEIVE PUV							18.15
1100262 LYONS, JAMES C AND PEGGY H 1470 DEERFIELD ROAD BOONE, NC 28607	RE 2014	42213	10/29/2014			68,400	F02	34.20
	2920-21-1441-000			F02			G01	214.09
	TAX RELEASES				5095			
	FAILED TO RECEIVE PUV							248.29
1645419 NC C/O STATE PROPERTY OFFICE 1321 MAIL SERVICE CENTER RALEIGH, NC 27699-1321	RE 2014	22565	10/29/2014			0	F06	81.75
	1994-84-3295-000			F06			G01	511.76
	TAX RELEASES				5086			
	TAX EXEMPT STATE OF NC							593.51
1541429 PAID FOUR INC 1958 SANDY POINT LANE MOUNT PLEASANT, SC 29466	RE 2014	11012	10/31/2014			14,500	G01	45.39
	1950-10-7657-002			C05				
	TAX RELEASES				5098			
	HAS NO FBLA							

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WATAUGA COUNTY
RELEASES - 10/01/2014 TO 10/31/2014

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1649321 PARKER, DANIEL CHASE 359 ERIC LN APT A3 BOONE, NC 286075704	MV 2010 AAE9625 TAX RELEASES DID NOT OWN VEH..	2020	10/29/2014	C02	5090	0	C02 CF2 G01	8.58 5.00 7.26 <hr/> 20.84
1389386 PHILLIPS, STEVEN E AND SANDRA 360 TROY NORRIS RD BOONE, NC 28607	MV 2013 YXR4967 TAX RELEASES PAID THRU NCVTS	23536	10/31/2014	F09	5099	0	F09 G01	.97 6.07 <hr/> 7.04
1722955 PHILLIPS, STEVEN EUGENE 360 TROY NORRIS RD BOONE, NC 28607-9013	MV 2012 AHC8829 TAX RELEASES PAID AS PERSONAL PROPERTY	31686	10/31/2014	F09	5100	0	F09 G01	3.00 18.78 <hr/> 21.78
1722955 PHILLIPS, STEVEN EUGENE 360 TROY NORRIS RD BOONE, NC 28607-9013	MV 2013 AEM3315 TAX RELEASES PAID THRU NCVTS	23874	10/31/2014	F09	5101	0	F09 G01	2.04 12.74 <hr/> 14.78
1204973 PRESNELL, THOMAS CRAFT AND ANITA 2165 LAUREL CREEK ROAD SUGAR GROVE, NC 28679	PP 2014 187870000 TAX RELEASES MH OWNED BY GARY PRESNELL	1274	10/29/2014	FS8	5087	0	G01 FS8 SWF	3.13 .50 80.00 <hr/> 83.63
1630529 S OWEN COFFEY FAMILY TRUST 507 EDMISTEN RD BLOWING ROCK, NC 28605	RE 2014 2847-56-0915-000 TAX RELEASES BILLED IN ERROR/PARCEL INACTIVE	31670	10/29/2014	F05	5093	21,000	F05 G01	1.35 8.45 <hr/> 9.80
1748958 SOUTHERN BUILDERS OF NC, INC 175 WINDWALKER CT BOONE, NC 28607	RE 2014 2819-12-0661-000 TAX RELEASES INCORRECT ACREAGE	27005	10/29/2014	F12	5082	6,000	F12 G01	3.00 18.78 <hr/> 21.78
DETAIL SUMMARY	COUNT: 25	RELEASES - TOTAL				505,100		3,046.88

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WATAUGA COUNTY
RELEASES - 10/01/2014 TO 10/31/2014

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2010	MV	C02	BOONE MV	8.58
2010	MV	CF2	BOONE MV FEE	5.00
2010	MV	G01	WATAUGA COUNTY MV	7.26
2010 TOTAL			20.84	
2012	MV	F09	MEAT CAMP FIRE MV	3.00
2012	MV	G01	WATAUGA COUNTY MV	18.78
2012 TOTAL			21.78	
2013	RE	F04	BEAVER DAM FIRE RE	35.65
2013	RE	G01	WATAUGA COUNTY RE	223.17
2013	MV	C02	BOONE MV	73.41
2013	MV	CF2	BOONE MV FEE	5.00
2013	MV	F07	COVE CREEK FIRE MV	.00
2013	MV	F09	MEAT CAMP FIRE MV	3.01
2013	MV	G01	WATAUGA COUNTY MV	80.91
2013 TOTAL			421.15	
2014	RE	F01	FOSCOE FIRE RE	57.50
2014	RE	F02	BOONE FIRE RE	36.70
2014	RE	F04	BEAVER DAM FIRE RE	8.00
2014	RE	F05	STEWART SIMMONS FIRE RE	1.35
2014	RE	F06	ZIONVILLE FIRE RE	81.75
2014	RE	F08	SHAWNEEHAW FIRE RE	16.05
2014	RE	F09	MEAT CAMP FIRE RE	22.50
2014	RE	F10	DEEP GAP FIRE RE	71.45
2014	RE	F12	BLOWING ROCK FIRE RE	3.00
2014	RE	G01	WATAUGA COUNTY RE	1,912.75
2014	RE	SWF	SOLID WASTE USER FEE	80.00
2014	PP	C02	BOONE PP	16.15
2014	PP	C02L	BOONE LATE LIST	93.95
2014	PP	FS8	SHAWNEEHAW SERV DIST PP	.50
2014	PP	G01	WATAUGA COUNTY PP	24.29
2014	PP	G01L	WATAUGA COUNTY LATE LIST	71.72
2014	PP	SWF	SOLID WASTE USER FEE	80.00
2014	MV	F04	BEAVER DAM FIRE MV	.75
2014	MV	G01	WATAUGA COUNTY MV	4.70
2014 TOTAL			2,583.11	
SUMMARY TOTAL			3,046.88	

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WATAUGA COUNTY
RELEASES - 10/01/2014 TO 10/31/2014

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
	2014	F04	BEAVER DAM FIRE MV	.75
	2014	G01	WATAUGA COUNTY MV	4.70
		TOTAL		5.45
C02	2010	C02	BOONE MV	8.58
C02	2010	CF2	BOONE MV FEE	5.00
C02	2010	G01	WATAUGA COUNTY MV	7.26
C02	2013	C02	BOONE MV	73.41
C02	2013	CF2	BOONE MV FEE	5.00
C02	2013	G01	WATAUGA COUNTY MV	62.10
C02	2014	C02L	BOONE LATE LIST	93.95
C02	2014	G01L	WATAUGA COUNTY LATE LIST	71.72
C02	2014	SWF	SOLID WASTE USER FEE	80.00
	C02	TOTAL		407.02
C05	2014	G01	WATAUGA COUNTY RE	45.39
	C05	TOTAL		45.39
F01	2014	C02	BOONE PP	16.15
F01	2014	F01	FOSCOE FIRE RE	57.50
F01	2014	G01	WATAUGA COUNTY PP	381.11
	F01	TOTAL		454.76
F02	2014	F02	BOONE FIRE RE	36.70
F02	2014	G01	WATAUGA COUNTY RE	229.74
	F02	TOTAL		266.44
F04	2013	F04	BEAVER DAM FIRE RE	35.65
F04	2013	G01	WATAUGA COUNTY RE	223.17
F04	2014	F04	BEAVER DAM FIRE RE	8.00
F04	2014	G01	WATAUGA COUNTY RE	50.08
	F04	TOTAL		316.90
F05	2014	F05	STEWART SIMMONS FIRE RE	1.35
F05	2014	G01	WATAUGA COUNTY RE	8.45
	F05	TOTAL		9.80
F06	2014	F06	ZIONVILLE FIRE RE	81.75
F06	2014	G01	WATAUGA COUNTY RE	511.76
	F06	TOTAL		593.51
F07	2013	F07	COVE CREEK FIRE MV	.00
F07	2013	G01	WATAUGA COUNTY MV	.00
	F07	TOTAL		.00
F08	2014	F08	SHAWNEEHAW FIRE RE	16.05
F08	2014	G01	WATAUGA COUNTY RE	100.47

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WATAUGA COUNTY
RELEASES - 10/01/2014 TO 10/31/2014

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
		F08 TOTAL	116.52
F09	2012	F09 MEAT CAMP FIRE MV	3.00
F09	2012	G01 WATAUGA COUNTY MV	18.78
F09	2013	F09 MEAT CAMP FIRE MV	3.01
F09	2013	G01 WATAUGA COUNTY MV	18.81
F09	2014	F09 MEAT CAMP FIRE RE	22.50
F09	2014	G01 WATAUGA COUNTY RE	140.85
		F09 TOTAL	206.95
F10	2014	F10 DEEP GAP FIRE RE	71.45
F10	2014	G01 WATAUGA COUNTY RE	447.28
		F10 TOTAL	518.73
F12	2014	F12 BLOWING ROCK FIRE RE	3.00
F12	2014	G01 WATAUGA COUNTY RE	18.78
		F12 TOTAL	21.78
FS8	2014	FS8 SHAWNEEHAW SERV DIST PP	.50
FS8	2014	G01 WATAUGA COUNTY PP	3.13
FS8	2014	SWF SOLID WASTE USER FEE	80.00
		FS8 TOTAL	83.63
		SUMMARY TOTAL	3,046.88



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 11/3/2014 10:39:57

Name	Address 1	Address 2	Address 3	Plate Number	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ALLISON LYNN WINKLER	392 JENWIL DR		DEEP GAP, NC 28618	WRR5056	Tag Surrender	10/21/2014	G01	Tax	(\$11.90)	\$0.00	(\$11.90)
							F10	Tax	(\$1.90)	\$0.00	(\$1.90)
							Refund				\$13.80
ANDREW ALOYSISUS KRAUSE	7531 NC HIGHWAY 194 N		BOONE, NC 28607	CLP7673	Duplication	10/02/2014	G01	Tax	(\$68.86)	(\$3.44)	(\$72.30)
							F09	Tax	(\$11.00)	(\$0.55)	(\$11.55)
							Refund				\$83.85
ANNE CHRISTINE CHESSON	402 WINDY KNOB TRL		SEVEN DEVILS, NC 28604	AEW7325	Situs error	10/15/2014	G01	Tax	\$0.00	\$0.00	\$0.00
							C02	Tax	(\$12.21)	\$0.00	(\$12.21)
							C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
							F01	Tax	\$1.65	\$0.00	\$1.65
Refund				\$15.56							
BETHEL BAPTIST CHURCH	123 MOUNTAIN DALE RD		VILAS, NC 28692	BFC5408	Exempt Property	10/31/2014	G01	Tax	(\$14.96)	\$0.00	(\$14.96)
							F04	Tax	(\$2.39)	\$0.00	(\$2.39)
							Refund				\$17.35
BOONE CONSTRUCTION CO INC	PO BOX 3350		BOONE, NC 28607	VWL9063	Tag Surrender	10/22/2014	G01	Tax	(\$28.78)	\$0.00	(\$28.78)
							F01	Tax	(\$4.60)	\$0.00	(\$4.60)
							Refund				\$33.38
BOONE CONSTRUCTION COMPANY INC	PO BOX 3350		BOONE, NC 28607	VXP8170	Tag Surrender	10/22/2014	G01	Tax	(\$17.76)	\$0.00	(\$17.76)
							F01	Tax	(\$2.84)	\$0.00	(\$2.84)
							Refund				\$20.60
BRIAN DAVID BARNHILL	411A SUGARLOAF RD		BOONE, NC 28607	CLP7939	Situs error	10/03/2014	G01	Tax	\$0.00	(\$0.01)	(\$0.01)
							C02	Tax	(\$69.70)	(\$3.48)	(\$73.18)
							C02	Vehicle Fee	(\$5.00)	(\$0.25)	(\$5.25)
							F02	Tax	(\$8.50)	(\$0.42)	(\$8.92)
							F09	Tax	\$8.50	\$0.43	\$8.93
Refund				\$78.43							
CHANCE MICHAEL YOUNCE	PO BOX 181		ZIONVILLE, NC 28698	CLP9177	Situs error	10/02/2014	G01	Tax	\$0.00	\$0.00	\$0.00
							C02	Tax	(\$10.74)	\$0.00	(\$10.74)
							C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)



North Carolina Vehicle Tax System

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							F06	Tax	\$1.31	\$0.00	\$1.31
										Refund	\$14.43
CHRISTINA RENAE PRESNELL	4150 HORSESHOE RD N # 5	LITTLE RIVER, SC 29566	YZS6217	Tag Surrender	10/22/2014		G01	Tax	(\$26.14)	\$0.00	(\$26.14)
							F02	Tax	(\$4.18)	\$0.00	(\$4.18)
										Refund	\$30.32
CHRISTY ADAMS GOTTFRIED	485 PRIVATE DR	SUGAR GROVE, NC 28679	AFX8064	Tag Surrender	10/13/2014		G01	Tax	(\$65.28)	\$0.00	(\$65.28)
							F04	Tax	(\$10.43)	\$0.00	(\$10.43)
										Refund	\$75.71
CINDY LUCILLE CALLOWAY	1257 LONNIE CARLTON RD	DEEP GAP, NC 28618	AEW8994	Tag Surrender	10/17/2014		G01	Tax	(\$11.97)	\$0.00	(\$11.97)
							F10	Tax	(\$1.92)	\$0.00	(\$1.92)
										Refund	\$13.89
DANIEL QUINN MARRARO	11249 WHEAT RIDGE RD	CHARLOTTE, NC 28277	YZE2739	Vehicle Totalled	10/20/2014		G01	Tax	(\$21.81)	(\$1.09)	(\$22.90)
							F02	Tax	(\$3.48)	(\$0.18)	(\$3.66)
										Refund	\$26.56
DANIEL SANCHEZ, JR	370 VANNOY LN	BOONE, NC 28607	CLP9662	Situs error	10/24/2014		G01	Tax	\$0.00	\$0.00	\$0.00
							C02	Tax	(\$8.69)	\$0.00	(\$8.69)
							C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
							F02	Tax	\$1.06	\$0.00	\$1.06
										Refund	\$12.63
DAVID MICHAEL TYE	1511 GRANDVIEW DR	BOONE, NC 28607	WWX5449	Tag Surrender	10/28/2014		G01	Tax	(\$13.43)	\$0.00	(\$13.43)
							F12	Tax	(\$2.15)	\$0.00	(\$2.15)
										Refund	\$15.58
DOREEN GAIL MAIN	728 MTN VIEW BAPT CH RD	DEEP GAP, NC 28618	EM1878	Tag Surrender	10/01/2014		G01	Tax	(\$11.05)	\$0.00	(\$11.05)
							F10	Tax	(\$1.77)	\$0.00	(\$1.77)
										Refund	\$12.82
ERNST-HOPP & ASSOCIATES	PO BOX 1478	BOONE, NC 28607	EW8624	Overpayment	10/27/2014	OVERPAYMENT			(\$128.46)	\$0.00	(\$128.46)
										Refund	\$128.46
HANS OLOF MANNEGREN	772 TEABERRY HILLS RD	BOONE, NC 28607	AAF1307	Tag Surrender	10/06/2014		G01	Tax	(\$7.80)	\$0.00	(\$7.80)
							F02	Tax	(\$1.25)	\$0.00	(\$1.25)
										Refund	\$9.05



North Carolina Vehicle Tax System

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HEART HANDS & HOPE FOR HATTI	PO BOX 1045		BLOWING ROCK, NC 28605	BX75869	Exempt Property	10/09/2014	G01	Tax	(\$12.42)	\$0.00	(\$12.42)
							F12	Tax	(\$1.98)	\$0.00	(\$1.98)
							Refund		\$14.40		
HEARTS HANDS AND HOPE FOR HATTI	PO BOX 1045		BLOWING ROCK, NC 28605	CD75001	Exempt Property	10/08/2014	G01	Tax	(\$3.13)	\$0.00	(\$3.13)
							F12	Tax	(\$0.50)	\$0.00	(\$0.50)
							Refund		\$3.63		
JEFFERY LEE MAIN	728 MTN VW BAPT CHRUCH RD		DEEP GAP, NC 28618	CLP9178	Situs error	10/02/2014	G01	Tax	\$0.00	\$0.00	\$0.00
							C02	Tax	(\$3.28)	\$0.00	(\$3.28)
							C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
							F10	Tax	\$0.40	\$0.00	\$0.40
Refund		\$7.88									
JOHN GREGORY OLIVER	294 MARION THOMAS RD		ZIONVILLE, NC 28698	DC9716	Tag Surrender	10/21/2014	G01	Tax	(\$72.16)	\$0.00	(\$72.16)
							F06	Tax	(\$11.53)	\$0.00	(\$11.53)
							Refund		\$83.69		
JOHN PETER CONNELL	PO BOX 1235		BOONE, NC 28607	BFC4610	Tag Surrender	10/23/2014	G01	Tax	(\$13.56)	\$0.00	(\$13.56)
							F05	Tax	(\$2.17)	\$0.00	(\$2.17)
							Refund		\$15.73		
JONATHAN SCOTT MORGAN	PO BOX 18539		ASHEVILLE, NC 28814	AEL2217	Situs error	10/07/2014	G01	Tax	\$0.00	\$0.00	\$0.00
							C02	Tax	(\$12.95)	\$0.00	(\$12.95)
							C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
							F02	Tax	\$1.75	\$0.00	\$1.75
Refund		\$16.20									
KEITH LOUIS BELL	468 DANIEL DR		BOONE, NC 28607	CLP5874	Tag Surrender	10/24/2014	G01	Tax	(\$53.29)	\$0.00	(\$53.29)
							F10	Tax	(\$8.51)	\$0.00	(\$8.51)
							Refund		\$61.80		
MARY RUTH PREWITT	PO BOX 583		BLOWING ROCK, NC 28605	SXP7950	Situs error	10/21/2014	G01	Tax	\$0.00	\$0.00	\$0.00
							C02	Tax	(\$6.40)	(\$0.46)	(\$6.86)
							C02	Vehicle Fee	(\$5.00)	(\$0.36)	(\$5.36)
							F02	Tax	\$0.00	\$0.00	\$0.00
Refund		\$12.22									
MICHAEL	PO BOX 3501		BOONE, NC	CLP8776	Processed In	10/29/2014	G01	Tax	(\$12.21)	\$0.00	(\$12.21)



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 11/3/2014 10:39:57

Owner Name	Address	City	Zip	Vehicle ID	Error	Date	Code	Description	Amount	Refund	Total
ALAN WINANS			28607		Error		F02	Tax	(\$1.95)	\$0.00	(\$1.95)
										Refund	\$14.16
MICHAEL DAVIS KIRK	173 HOMESPUN HILLS RD	BOONE, NC	28607	ZWF7040	Situs error	10/15/2014	G01	Tax	\$0.00	\$0.00	\$0.00
							C02	Tax	(\$6.18)	(\$0.31)	(\$6.49)
							C02	Vehicle Fee	(\$5.00)	(\$0.25)	(\$5.25)
							F02	Tax	\$0.84	\$0.04	\$0.88
										Refund	\$10.86
MICHAEL DAVIS KIRK	173 HOMESPUN HILLS RD	BOONE, NC	28607	BL2442	Situs error	10/15/2014	G01	Tax	\$0.00	\$0.00	\$0.00
							C02	Tax	(\$95.09)	(\$4.76)	(\$99.85)
							C02	Vehicle Fee	(\$5.00)	(\$0.25)	(\$5.25)
							F02	Tax	\$12.85	\$0.64	\$13.49
										Refund	\$91.61
MICHAEL LEE BLACKBURN	PO BOX 2492	BOONE, NC	28607	MTL6047	Situs error	10/13/2014	G01	Tax	\$0.00	\$0.00	\$0.00
							C02	Tax	(\$15.47)	\$0.00	(\$15.47)
							C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
							F02	Tax	\$2.09	\$0.00	\$2.09
										Refund	\$18.38
MICHAEL MILLER	5500 MILITARY TRAIL 22-317	JUNIPER, FL	33458	4Y49BP	Tag Surrender	10/23/2014	G01	Tax	(\$87.58)	(\$4.38)	(\$91.96)
							F12	Tax	(\$13.99)	(\$0.70)	(\$14.69)
										Refund	\$106.65
MICHAEL THOMAS CARSON	1420 GREEN OAKS LN	APT 7	CHARLOTTE, NC 28205	ZSA6137	Tag Surrender	10/03/2014	G01	Tax	(\$2.88)	(\$0.15)	(\$3.03)
							C02	Tax	(\$3.41)	(\$0.16)	(\$3.57)
							C02	Vehicle Fee	\$0.00	\$0.00	\$0.00
										Refund	\$6.60
MICHELE SUSAN TREADWELL	5500 MILITARY TRAIL 22-317	JUNIPER, FL	33458	U276D	Tag Surrender	10/23/2014	G01	Tax	(\$92.98)	\$0.00	(\$92.98)
							F12	Tax	(\$14.86)	\$0.00	(\$14.86)
										Refund	\$107.84
MR RESTORATION SERVICES INC	PO BOX 1327	BOONE, NC	28607	YA121385	Situs error	10/21/2014	G01	Tax	\$0.00	\$0.00	\$0.00
							C02	Tax	(\$29.44)	\$0.00	(\$29.44)
							C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
							F07	Tax	\$3.59	\$0.00	\$3.59




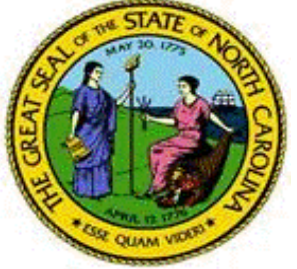
North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 11/3/2014 10:39:57 AM

											Refund	\$30.85
NOAH OLIVER GORDON	5941 HOWARDS CREEK RD		BOONE, NC 28607	BMK5651	Tag Surrender	10/31/2014	G01	Tax	(\$6.61)	\$0.00	(\$6.61)	
							F09	Tax	(\$1.06)	\$0.00	(\$1.06)	
											Refund	\$7.67
NORTHWESTERN REGIONAL HOUSING AUTHORITY	PO BOX 2510		BOONE, NC 28607	AMW6409	Situs error	10/31/2014	G01	Tax	(\$67.04)	\$0.00	(\$67.04)	
							F02	Tax	(\$10.71)	\$0.00	(\$10.71)	
											Refund	\$77.75
PHOENIX EXPERIENTIAL DESIGNS LLC	PO BOX 396		SUGAR GROVE, NC 28679	CLR2025	Situs error	10/16/2014	G01	Tax	\$0.00	\$0.00	\$0.00	
							C02	Tax	(\$55.06)	\$0.00	(\$55.06)	
							C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)	
							F02	Tax	\$0.00	\$0.00	\$0.00	
											Refund	\$60.06
RICHARD JOHN WARNER	1892 BEN MILLER RD		DEEP GAP, NC 28618	CEW3065	Tag Surrender	10/17/2014	G01	Tax	(\$86.78)	\$0.00	(\$86.78)	
							F10	Tax	(\$13.86)	\$0.00	(\$13.86)	
											Refund	\$100.64
ROBERT EDWARD DENTON	182 SOMERSET DR		BOONE, NC 28607	VSC6807	Tag Surrender	10/09/2014	G01	Tax	(\$6.37)	(\$0.32)	(\$6.69)	
							C02	Tax	(\$7.53)	(\$0.37)	(\$7.90)	
							C02	Vehicle Fee	\$0.00	\$0.00	\$0.00	
											Refund	\$14.59
ROBERT WILLIAM HECHT	200 SOURWOOD LN		BEECH MOUNTAIN, NC 28604	CLR2615	Mileage	10/02/2014	G01	Tax	(\$8.38)	\$0.00	(\$8.38)	
							C05	Tax	(\$19.62)	\$0.00	(\$19.62)	
											Refund	\$28.00
SANDRA MAINS PHILLIPS	338 VANDERPOOL RD		VILAS, NC 28692	1H0TVET	Tag Surrender	10/09/2014	G01	Tax	(\$12.78)	\$0.00	(\$12.78)	
							F07	Tax	(\$2.04)	\$0.00	(\$2.04)	
											Refund	\$14.82
SUSAN HAYES LANE	146 BRADLEY CT		BOONE, NC 28607	W1568	Tag Surrender	10/14/2014	G01	Tax	(\$2.19)	\$0.00	(\$2.19)	
							C02	Tax	(\$2.59)	\$0.00	(\$2.59)	
							C02	Vehicle Fee	\$0.00	\$0.00	\$0.00	
											Refund	\$4.78
TANNA BAUMGARDNER	4040 HARDIN RD		BOONE, NC 28607	XSL7801	Tag Surrender	10/09/2014	G01	Tax	(\$20.42)	\$0.00	(\$20.42)	
							F11	Tax	(\$4.57)	\$0.00	(\$4.57)	

				North Carolina Vehicle Tax System									
				NCVTS Pending Refund report									
				Report Date 11/3/2014 10:39:57 AM									
	R CREATHOUSE											Refund	\$24.99
	TERRY LEE PRESNELL	4150 HORSESHOE RD N #5		LITTLE RIVER, SC 29566	ZRX4911	Tag Surrender	10/22/2014	G01	Tax	(\$14.44)	\$0.00	(\$14.44)	
								F02	Tax	(\$2.31)	\$0.00	(\$2.31)	
												Refund	\$16.75
	THERESE DAUER BARRY	100 SQUIRREL LN		BEECH MOUNTAIN, NC 28604	PPF5205	Tag Surrender	10/08/2014	G01	Tax	(\$8.34)	\$0.00	(\$8.34)	
								C05	Tax	(\$17.05)	\$0.00	(\$17.05)	
												Refund	\$25.39
	TIMOTHY CHOYA DURHAM	299 FOGGY LN		BOONE, NC 28607	VZD1470	Tag Surrender	10/17/2014	G01	Tax	(\$40.35)	(\$2.02)	(\$42.37)	
								F12	Tax	(\$6.45)	(\$0.32)	(\$6.77)	
												Refund	\$49.14
	WESTVIEW BAPTIST CHURCH	692 HIGHWAY 105 EXT		BOONE, NC 28607	PZZ8426	Exempt Property	10/31/2014	G01	Tax	(\$46.96)	\$0.00	(\$46.96)	
								C02	Tax	(\$55.51)	\$0.00	(\$55.51)	
								C02	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)	
												Refund	\$107.47
												Refund Total	\$1736.97

	<h1 style="margin: 0;">North Carolina Vehicle Tax System</h1>	
	<h2 style="margin: 0;">NCVTS Pending Refund report</h2>	
	Report Date 11/3/2014 10:39:57 AM	
Tax Jurisdiction	District Type	Net Change
OVERPAYMENT		(\$128.46)
G01	COUNTY	(\$982.02)
C02	CITY	(\$469.90)
C05	CITY	(\$36.67)
F01	FIRE	(\$5.79)
F02	FIRE	(\$13.71)
F04	FIRE	(\$12.82)
F05	FIRE	(\$2.17)
F06	FIRE	(\$10.22)
F07	FIRE	\$1.55
F09	FIRE	(\$3.68)
F10	FIRE	(\$27.56)
F11	FIRE	(\$4.57)
F12	FIRE	(\$40.95)
Total		(\$1,736.97)

AGENDA ITEM 12:

FINANCE MATTERS

A. Smoky Mountain Center Quarterly Reports

MANAGER'S COMMENTS:

Ms. Margaret Pierce, Finance Director, will present the Smoky Mountain Center Quarterly Financial Report as required by Statute.

No action is required.



WATAUGA COUNTY FINANCE OFFICE

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

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Margaret Pierce, Finance Director
SUBJECT: Smoky Mountain Center Quarterly Reports
DATE: October 30, 2014

Attached is a copy of the quarterly fiscal monitoring report (FMR) from Smoky Mountain Center for the quarter ended September 30, 2014. This fiscal monitoring report was provided by Smoky Mountain Center to comply with the G.S. 122C-117(c).

excerpt from G.S. 122C-117(c)

(c) Within 30 days of the end of each quarter of the fiscal year, the area director and finance officer of the area authority shall provide the quarterly report of the area authority to the county finance officer. The county finance officer shall provide the quarterly report to the board of county commissioners at the next regularly scheduled meeting of the board. The clerk of the board of commissioners shall notify the area director and the county finance officer if the quarterly report required by this subsection has not been submitted within the required period of time. This information shall be presented in a format prescribed by the county. At least twice a year, this information shall be presented in person and shall be read into the minutes of the meeting at which it is presented. In addition, the area director or finance officer of the area authority shall provide to the board of county commissioners ad hoc reports as requested by the board of county commissioners.

LME / MCO NAME:

SMOKY MOUNTAIN LME/MCO

FOR THE PERIOD ENDING:

11/18/14 BCC Meeting
September 30, 2014

of month in the fiscal year (July = 1, August = 2, . . . , June = 12) =====>

3

1. REPORT OF BUDGET VS. ACTUAL

ITEM	Basis of Accounting: (check one)	Modified Accrual Accrual	X	PRIOR YEAR		CURRENT YEAR		BALANCE (Col. 3-4)	ANNUALIZED PERCENTAGE **
				(1)	(2)	(3)	(4)		
				2013-2014 BUDGET	ACTUAL	BUDGET	ACTUAL YR-TO-DATE		
REVENUE									
Service Fees from LME-Delivered Services				-	728,446	-	54,814	(54,814)	#DIV/0!
Medicaid Pass Thru				125,000	193,410	-	48,057	(48,057)	#DIV/0!
Interest Earned				60,000	120,409	120,000	25,888	94,112	86.29%
Rental Income								-	#DIV/0!
Budgeted Fund Balance * (Detail in Item 4, below)				526,507	-	325,000		325,000	0.00%
Other Local				973,942	938,064	1,485,493	430,344	1,055,149	115.88%
Total Local Funds				1,685,449	1,980,329	1,930,493	559,103	1,371,390	115.85%
County Appropriations (by county, includes ABC Funds):									
Alexander County				37,825	37,825	37,825	9,456	28,369	100.00%
Caldwell County				113,538	118,489	113,538	28,365	85,173	99.93%
McDowell County				67,856	67,856	67,856	16,964	50,892	100.00%
Cherokee County				75,000	75,000	75,000	18,750	56,250	100.00%
Clay County				15,000	15,000	15,000	3,750	11,250	100.00%
Graham County				6,000	6,000	6,000	1,500	4,500	100.00%
Haywood County				96,775	84,503	101,900	36,906	64,994	144.87%
Jackson County				123,081	123,081	123,081	30,769	92,312	100.00%
Macon County				106,623	106,623	106,623	26,656	79,967	100.00%
Swain County				30,125	30,970	25,000	7,356	17,644	117.69%
Ashe County				189,566	189,566	185,066	51,392	133,674	111.08%
Avery County				89,600	89,600	89,600	22,400	67,200	100.00%
Alleghany County				112,596	112,596	115,483	28,871	86,612	100.00%
Watauga County				171,194	171,194	171,195	42,799	128,396	100.00%
Wilkes County				254,200	265,626	254,200	66,304	187,896	104.33%
Buncombe County				450,000	450,000	600,000	600,000	-	400.00%
Henderson County				396,459	396,459	528,612	132,153	396,459	100.00%
Madison County				30,000	30,000	30,000	30,000	-	400.00%
Mitchell County				18,000	18,000	18,000	18,000	-	400.00%
Polk County				57,743	58,180	76,991	56,852	20,139	295.37%
Rutherford County				76,626	76,626	102,168	102,168	-	400.00%
Transylvania County				65,165	65,165	99,261	-	99,261	0.00%
Yancey County				26,000	26,000	26,000	-	26,000	0.00%
Total County Funds				2,608,972	2,614,359	2,968,399	1,331,410	1,636,989	179.41%
LME Systems Admin. Funds (Cost Model)									
DMH/DD/SAS Administrative Funds (% basis)				5,037,902	5,037,902	5,523,712	1,380,928	4,142,784	100.00%
DMH/DD/SAS Risk Reserve Funds (% basis)				-	-	-	-	-	#DIV/0!
DMH/DD/SAS Services Funding				50,464,575	49,191,238	56,703,451	13,945,828	42,757,623	98.38%
DMA Capitation Funding				240,187,887	243,078,405	287,824,889	73,980,307	213,844,582	102.81%
DMA Risk Reserve Funding				4,871,181	4,961,064	5,873,977	1,510,069	4,363,908	102.83%
All Other State/Federal Funds				-	44,697	-	9,841	(9,841)	#DIV/0!
Total State and Federal Funds				300,561,545	302,313,306	355,926,029	90,826,973	265,099,056	102.07%
TOTAL REVENUE				304,855,966	306,907,994	360,824,921	92,717,486	268,107,435	102.78%
EXPENDITURES:									
System Management/Administration/Care Coordination				40,656,524	32,592,298	46,083,743	8,660,572	37,423,171	75.17%
LME Provided Services				1,809,792	1,570,572	2,022,016	438,602	1,583,414	86.77%
Provider Payments (State Funds)				252,429,603	240,158,301	301,319,286	72,424,351	228,894,935	96.14%
Provider Payments (Federal Funds)				5,935,937	5,335,846	6,952,573	1,810,761	5,141,812	104.18%
Provider Payments (County/Local)				2,740,474	2,725,732	2,968,399	975,061	1,993,338	131.39%
Merger Expenses								-	#DIV/0!
MCO Start-Up Expenses								-	#DIV/0!
All Other				1,283,636	1,251,761	1,478,904	232,608	1,246,296	62.91%
TOTAL EXPENDITURES				304,855,966	283,634,510	360,824,921	84,541,955	276,282,966	93.72%
CHANGE IN CASH BALANCE					23,273,484		8,175,531		
Beginning Unrestricted Fund Balance					11,972,280		50,188,431		
Balance in DMH/DD/SAS Risk Reserve									
Balance in DMA Risk Reserve					12,505,289		14,015,358		
Current Estimated Unrestricted Fund Balance and percent of budgeted expenditures				16.46%	50,188,431	14.78%	53,325,002		
2. CURRENT CASH POSITION									
				(1)	(2)	(3)	(4)	(5)	Allowance for Uncollectible Receivables
				30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	TOTAL	
Accounts Payable (to be completed with the Accrual Method)								\$ -	
Account Receivable (to be completed with the Accrual Method)								\$ -	
Current Cash in Bank					95,611,851				
3. SERVICE EXCEPTIONS (Provided Based on System Capability)									
Services authorized but not billed					16,667,010				
4. DETAIL ON BUDGETED FUND BALANCE									
						Budgeted	Year-to-Date	Balance	%
Payments to Providers								0	#DIV/0!
MCO Start-up Expense									#DIV/0!
LME Merger Expense									#DIV/0!
Other (List): Legal Fees						325,000	5,247	319,753	6.46%

* We certify (a) this report to contain accurate and complete information, (b) explanations are provided for any expenditure item with an annualized expenditure rate greater than 110% and for any revenue item with an annualized receipt rate of less than 90%, and (c) a copy of this report has been provided to each county manager in the catchment area".

LME / MCO Director	Date	LME/MCO Finance Officer	Date	Area Board Chair	Date
--------------------	------	-------------------------	------	------------------	------

cc: County Manager for each county within the catchment area.

Division of Mental Health, Developmental Disabilities & Substance Abuse Services
Quarterly Fiscal Monitoring Report - Explanation of Revenue and Expenditure Variances
SMOKY MOUNTAIN LME/MCO

for the period ending: September 30, 2014

ITEM	Explanation
Revenues Less than 90%	
Transylvania Co MOE - 0%	Smoky has not received any MOE funds for the first quarter of FY 14-15
Yancey Co MOE - 0%	Smoky has not received any MOE funds for the first quarter of FY 14-15
Interest Income - 86.29%	Cash Accounts for Smoky Mountain have earned less interest than expected for the first quarter of FY 14-15
Expenditures Exceeding 110%	
Provider Payments (County/Local) - 139.39%	Several counties have already paid Smoky their full year allocation of MOE funding - therefore expenditures have been paid to providers in excess of what was budgeted for the first quarter of Fiscal Year 14-15

AGENDA ITEM 12:

FINANCE MATTERS

B. Inmate Catastrophic Insurance Contract

MANAGER'S COMMENTS:

Ms. Margaret Pierce, Finance Director, will present the contract renewal with Insurance Management Consultants for catastrophic insurance for inmates housed in the County jail. The insurance shields the County from large medical claims that occur while inmates are being housed in the Watauga County Jail.

Board action is requested to approve the contract with Insurance Management Consultants, Inc. for catastrophic insurance coverage in the amount of \$31,662.72 with a \$10,000 deductible. Adequate funds are available to cover the contracted cost.



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: Inmate Catastrophic Insurance Contract
DATE: November 10, 2014

Attached please find information on the renewal contract from Insurance Management Consultants, Inc for the insurance policy for large medical claims incurred on behalf of inmates in the County's care. The renewal amount is \$31,662.72 with the \$10,000 deductible. Funds are available in the current jail budget for this contract. I recommend acceptance of the contract terms.

Board approval is requested for the contract.

CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE

Name of Insured: Watauga County Sheriff's Office
Date of Quote: 10/28/2014
Insurance Carrier: United HealthCare-OptumHealth
Inmate Count: 69 Inmates

Hunt Insurance Group LLC / Willis
 3606 Maclay Boulevard S, Ste 204
 Tallahassee, FL 32312
 (850) 385-3636 • (850) 385-2124

COVERAGE BENEFITS:

- Off-Site Inpatient Hospital Services and Outpatient Surgical and attending Physician Services. The maximum eligible expenses shall be limited to the lesser of the amount paid, or up to an "Average Daily Maximum" (ADM) per admission of **\$20,000** ADM for the first three days and **\$12,000** ADM for each day thereafter.

<u>COVERAGE & PREMIUM BASIS:</u>	<u>Option 1</u>	<u>Option 2</u>
Limit of Coverage per Inmate:	\$250,000	\$250,000
Specific Deductible per Inmate:	\$10,000	\$15,000
Current Inmate Population:	69	69
Rate per Inmate, per Month:	\$38.24	\$34.98
Total Estimated Annual Premium:	\$31,662.72	\$28,963.44

EXCLUSIONS OR LIMITATIONS: (For a complete list refer to policy)

- All charges for which government authorities are not legally obligated to pay
- All charges in connection with the rehab portion of a substance abuse claim
- All charges in connection with the rehab portion of a mental/nervous claim
- All charges which are incurred after the release from custody
- All charges in connection with security or guarding an inmate
- All charges paid outside the terms of the Plan Document

ASSUMPTIONS AND CONDITIONS:

- This quote is an estimate based on data provided on the completed application
- This quotation contains general information & is not a contract or binder of insurance
- Eligible claims are those occurring in 12 months and paid in 18 months
- The Company reserves the right to audit the inmate count
- This proposal directly reflects administration over ride 5%
- This proposal directly reflects commission of 17%
- AIDS/HIV and Pregnancy claims included
- No pre-existing conditions exclusions
- Large claim updates may be required
- Prior to Booking claims covered
- Quotes are valid for 30 days

North Carolina

Insurance Management
 Consultants, Inc.
 P.O. Box 2490
 Davidson, NC 28036

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AGENDA ITEM 12:

FINANCE MATTERS

C. Budget Amendments

MANAGER'S COMMENTS:

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

Board approval is requested.



WATAUGA COUNTY FINANCE OFFICE

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

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Margaret Pierce, Finance Director
SUBJECT: Budget Amendments - FY 2014/15
DATE: November 12, 2014

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

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300 345000	NC Dept. of Transportation ROAP Grant		119,019
105550 431301	Project on Aging - Elderly & Disabled	24,000	
104500 469842	AppalCART - Elderly & Disabled	9,078	
104500 469843	AppalCART - Rural General Population	54,745	
104500 469844	Employment Transportation	10,196	
104500 469845	Dept. of Social Services - Elderly & Disabled	18,000	
104500 469846	Watauga Opportunitites - Elderly & Disabled	3,000	

To recognize the NC DOT Rural Operating Assistance Program grant funds. There is no County match on these funds. The Rural General Population portion requires a 10% match and AppalCART provides the match out of fares collected on these routes.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300 349910	NC Public Building ADM Funds		300,000
105911 470018	Technology upgrades-All schools	300,000	

To recognize the approved ADM project application. There is no County match on these funds.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300 349909	NC Lottery Projects	16,281	
105911 470014	Mabel School T-8 Light Replacement		205
105911 470005	Cafeteria Upgrades		5,484
105911 470013	Valle Crucis Basement Renovations		10,592

To recognize closure of prior year lottery projects and funds reverted to the State. Funds will be available for future project allocation.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103839 389000	Miscellaneous Revenues		33,850
104199 418300	Other Post Employment Benefits	33,850	

To allocate funds from the closeout of the NCACC Health Insurance Risk Pool to other post employment benefits set aside trust funds.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300 352101	Community Transformation Grant		10,000
104199 469200	Professional Services-Rec Center	10,000	

To recognize MOU grant award from the Appalachian District Health Department. Funds will be used for a site analysis and project renderings for a potential recreation center. There is no County match on these funds.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103586 332004	Senior Center Grant		15,573
105550 449900	Senior Center Grant	15,573	

To recognize acceptance of funding from the NC Division of Aging. Funds will be used to support programming at the L. E. Harrill Senior Center and the Western Watauga Community Center. The required match of \$5,191 is available in the existing Project On Aging budget.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300 343314	DOT Hazardous Materials Grant		10,000
104330 449902	Hazardous Materials Planning Grant	10,000	

To recognize acceptance of funding from the NC Department of Transportation. Funds are allocated to conduct a training session on how to react to a hazardous material event in conjunction with other regional agencies.

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AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Sheriff's Office Vehicle Purchase Request

MANAGER'S COMMENTS:

The Sheriff's Office is requesting to purchase a seized vehicle from the U.S. Marshals Service. The cost of the vehicle is \$3,242.75 and funds will be allocated from the Office's drug fund that receives proceeds from forfeitures and fines in drug related cases. The vehicle will be used by the special operations division.

Direction from the Board is requested in approving this purchase.

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AGENDA ITEM 13:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Property Donation*****MANAGER'S COMMENTS:**

The County Attorney was contacted by the attorney for Mary Ann Lazarides, who wishes to donate property which she owns to the County in lieu of a tax foreclosure action. She is the owner of Lots F-30 and F-32 in Section One of Mill Ridge. The tax value of Lot F-30 is \$5600, and the tax value of Lot F-32 is \$12,500. Taxes are currently paid on these lots, with outstanding 2014 balances of \$20.33 and \$45.38, respectively. Per the County Attorney, there do not appear to be any liens on these properties. He has spoken with the Mill Ridge Property Owners Association, whose restrictions apply to these lots. There are currently no POA dues assessed against these lots; however, in the event someone wishes to build on these lots, the POA would require a \$12,500 initiation fee upon those properties and the property would become subject to their POA dues.

Direction from the Board is requested to accept the donation of these lots or decline the donation.



Legend

-  Schools
-  Communities
-  Roads
-  NC Highways
-  Municipal Parkway/USA
-  State Park/State Park
-  US DOT Annual Closure
-  100' Flood Zone US
-  Floodway Zone US
-  County Line
-  County Border
-  Census Tracts
-  Tax Parcels on Jan 1



Watauga County
842 West King Street
Boone, NC 28607
www.wataugacounty.org

Disclaimer:
This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County assumes no legal responsibility for the information contained on this map.

1 inch = 23 feet



AGENDA ITEM 13:**MISCELLANEOUS ADMINISTRATIVE MATTERS***C. Boards and Commissions***MANAGER'S COMMENTS:***Watauga County Board of Adjustment*

At the October 7, 2014, Board meeting Mr. Bill Ragan and Mr. Baxter Palmer were reappointed to the Watauga County Board of Adjustment. Ms. Diana Mast White's term expires in November and she is not available to serve in the coming year. A notice requesting volunteers has been placed on the County's website. Mr. Todd Rice submitted a volunteer application.

The Board of Adjustment recommended that Mr. Baxter Palmer be moved from Alternate to member; therefore, leaving the Alternate position to fill.

Appalachian Regional Library Board

The Watauga County Library Board recommends that Dr. Mary Reichel be appointed to the Watauga County Library Board to replace Ms. Diane Sides, who resigned effective August, 2014. If appointed, her term would end in August of 2018 and she would be eligible for a second term at that time.

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

Economic Development Commission

Mr. Robb Olsen has resigned from his position as a member of the Economic Development Commission (EDC). No recommendations have been received; however, an unsolicited volunteer application was received in August from Mr. Scott McKinney who listed the EDC as a Board of interest.

To: Joe Furman
Subject: RE: Board of Adjustment appointment

From: Joe Furman
Sent: Monday, October 20, 2014 2:45 PM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: Board of Adjustment appointment

Deron,

I understand that you have received a volunteer application to fill the Valle Crucis Historic District resident seat on the County Board of Adjustment from Mr. Todd Rice. As you know, the NC General Statutes require that each of the zoned areas of the county be represented on this board. Current alternate and long-time Board member Baxter Palmer is willing to serve as a regular member. Accordingly, it is appropriate, and may be advisable for the Commissioners to make Mr. Palmer a regular member and appoint Mr. Rice the alternate. The term of the current VCHD appointee - Ms. Diana White, who does not wish to continue - expires in November. Thanks.

Joe

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

Volunteer Application
Watauga County Boards And Commissions
(Continued)

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

Work Experience:

Blue Ridge Realty & Investments, LLC: Managing Partner, Realtor, Broker: 2004 to Present
Broker-in-Charge, Blue Ridge Realty & Investments, 2012 to present
Blue Ridge Professional Property Services, LLC (dba, Boone High Country Rentals) – Managing Partner, 2010 to Present
Boone Brewing Company, LLC (dba, Blowing Rock Brewing Company), Co-owner: 2006 to Present
Grand Hotel, Hyatt Hotels, and Hilton Hotels, Hotel Manager: 1994 - 2004
Yonahlossee Resort, Manager: 1988 - 1994

Volunteer Experience:

Board of Directors - Blue Ridge Conservancy, 2007-2009
Board of Directors - Member/Secretary, High Country Association of Realtors, 2007-2008

Other Experience:

Managing Partner to 3 Real Estate Offices - Boone, Yonahlossee Resort, and Banner Elk
Graduate of the REALTOR Institute (GRI) 2012
National Association of REALTORS GREEN Designation and Member, 2011 to Present
Council of Residential Specialists (CRS) – Member, 2006 to Present, and Designation earned in 2008
NC Brokers License, REALTOR – April, 2005 to Present
NC Real Estate License, REALTOR – October, 2004 to Present
TN Brokers License, REALTOR – October, 2005 to Present
Board of Directors, Sunalei Preserve – 2008-2014
Sunalei Preserve Development, Assistant to Developer – 2004-2014
Real Estate Continuing Educational Classes - Ongoing
J.Y. Monk Real Estate School – Summer 2004, and Spring 2005
Bachelors of Science – Leisure Resource Facilities Management – Green Mountain College – Poulney, VT – 1992 - 1996
Watauga High School – Boone, NC – 1988 -1992

Other Comments:

Awards & Achievements
* Commercial Property Renovation/Redevelopment of the Year for Boone presented by the Boone Chamber of Commerce – Blue Ridge Realty & Investments Boone Office - 2014
* Commercial Property Renovation/Redevelopment of the Year for Blowing Rock presented by the Blowing Rock Chamber of Commerce – Blowing Rock Ale House Restaurant & Brewery - 2013
* People's Choice Award - "Best Real Estate Agent in the High Country" - Voted Recipient for 2010
* Eagle Scout – Boy Scouts of America

Signature: Todd A. Rice

Date: 10/20/14



September 25, 2014

Mr. Nathan Miller, Chair
Watauga County Board of Commissioners
Administrative Building, Suite 205
814 West King Street
Boone, NC 28607

Dear Mr. Miller:

At the regular meeting of the Watauga County Library Board on September 4th, 2014, board members voted unanimously to recommend to Watauga County Commissioners that Dr. Mary Reichel be appointed to the Watauga County Library Board to replace Diane Sides, who resigned effective August, 2014. Her term would end in August of 2018, and she would be eligible for a second one at that time.

Dr. Mary Reichel was the Dean at Appalachian State University's Belk Library from 2012-2013 and was the University Librarian there for 20 years beforehand. We are very happy that she is willing to serve on the library board in this capacity.

Please approve the recommendation of the library board, and notify Dr. Reichel and me of this appointment. Thanks to you and all of the commissioners for your continued support of our library. Dr. Reichel resides at 421 Fairfield Lane, Blowing Rock, NC 28605.

Sincerely,

Kathy Idol
Watauga County Library Board Chair

cc: Monica Caruso
Watauga County Librarian

Jane Blackburn
Regional Director of Appalachian Regional Libraries

Volunteer Application
Watauga County Boards And Commissions

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form.
Please sign and mail or fax to:

Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230

Name: Mary L. Reichel

Home Address: 421 Fairfield Lane

City: Blowing Rock Zip: 28605

Telephone: (H) 828-295-7543 (W) 828-262-2643 (Fax) 828-262-3034

Email: reichelml@appstate.edu

Place of Employment: Appalachian State University

Job Title: Special Assistant to the Provost

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

- | | | |
|---|------------------------------------|------------------------------------|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input type="radio"/> Watauga |
| <input type="radio"/> New River | <input type="radio"/> Brushy Fork | <input type="radio"/> Cove Creek |
| <input type="radio"/> Beaver Dam | <input type="radio"/> Meat Camp | <input type="radio"/> Shawneehaw |
| <input checked="" type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input type="radio"/> Boone |

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

- | | |
|--|--|
| <input type="radio"/> Foscoe-Grandfather Community | <input type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed | <input type="radio"/> Winklers Creek Watershed |
| <input type="radio"/> South Fork New River Watershed | <input type="radio"/> Extraterritorial Area |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- | | | |
|---|--|--------------------------------|
| Gender | Ethnic Background | |
| <input type="radio"/> Male | <input type="radio"/> African American | <input type="radio"/> Hispanic |
| <input checked="" type="radio"/> Female | <input checked="" type="radio"/> Caucasian | <input type="radio"/> Other |
| | <input type="radio"/> Native American | |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. Library Board
2.
3.

Volunteer Application
Watauga County Boards And Commissions
(Continued)

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

Work
Experience:

University Librarian, Appalachian State University, 1992-2012 (Dean of Libraries 2012-13). Library Administrator for ASU's libraries.
Prior Experience:
Assistant University Librarian, University of Arizona, 1986-1992.
Head of Reference, Georgia State University, 1980-1986.
Also held librarian positions at the University of Buffalo, the University of Nebraska at Omaha, and Elizabeth, N.J. Public Library.

Volunteer
Experience:

Active in the American Library Association (ALA) for thirty years.
Member of the ALA Council, its governing body, 1990-1994.
Member of ALA Professional Ethics committee for two years.
President of ALA's Association of College and Research Libraries (ACRL), 2001-2002.

Other
Experience:

High Country United Way Board, 2006-2014
Many Appalachian State University committees, including co-chairing the campus State Employees Combined Campaign for three years.

Other
Comments:



Signature: _____

Date: 9/25/14

ROBB R. OLSEN

338 Sunset Mountain Road • Boone, North Carolina 28607
Phone: 828.963.4088 • Cell: 941.914.5510 • Email: robbolsen@mac.com

October 31, 2014

Mr. Nathan Miller, Chairman
Watauga County Commissioners
814 West King Street, Suite 205
Boone, N.C. 28607

Dear Chairman Miller:

It is with profound regret that I write to notify you that I am resigning as a member of the Watauga County Economic Development Commission, effective immediately.

It has been a great honor to serve the people of Watauga County as a member of the EDC and to be a part of efforts to put momentum and enthusiasm behind making Watauga County a thriving business community. And yet, while I have enjoyed that work, I have been forced to seek opportunity to grow my professional practice off of the mountain. And therein lies the personal and professional conundrum.

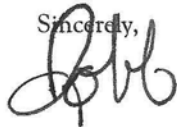
In the first five years of my practice, my wife and I invested more than \$500,000 in the local economy through investments in office furniture and equipment, salaries, taxes and rent, advertising and marketing, dues and membership fees, and professional services. While trying to build a business we both donated time, talent and treasure to the local community as we attempted to establish deep roots.

Despite our investment and our best attempts at engaging in the local community, we never felt that the community was invested in our success. We were and remain "not from around here." Layer on the continuing failure of local government to collaborate and work for the good of all the citizens and a very vocal opposition to progress, especially business growth, we made what ultimately became a business decision; to cut our losses and take our talent and treasures to a place where they might be more appreciated and rewarded.

Were there things that I could have done differently that may have improved the situation for us as community members and small business owner? Sure. But a small business owner works from limited resources and without a show of support from the local community, continued investment becomes silly. And with so many alternatives for where to live and operate a business, the lack of support gives others the opportunity to recruit.

Nathan, I am deeply grateful for your friendship and for giving me the opportunity to serve. I wish you and Watauga County every success and, as a property and small business owner, will continue to work to make Watauga County the thriving economic hub of the high country.

Sincerely,

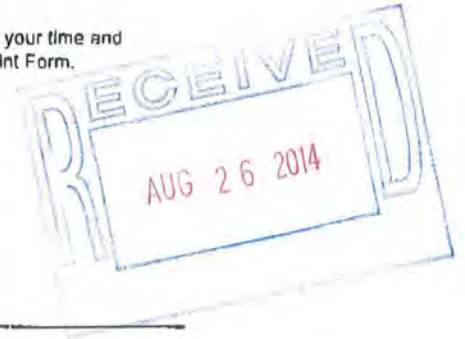


Cc: Joseph Miller, Chair - Watauga County EDC
Joseph Furman, Watauga County

Volunteer Application Watauga County Boards And Commissions

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form. Please sign and mail or fax to:

*Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230*



Name: Scott N. McKinney
Home Address: 264 Willow Creek Circle
City: Vilas Zip: 28692
Telephone: (H) (828) 773-0465 (W) (828) 262-1811, ext. 46 (Fax) _____
Email: scott.nelson.mckinney@gmail.com
Place of Employment: Tar Heel Capital (Wendy's)
Job Title: Chief Financial Officer

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

- | | | |
|-------------------------------------|--|------------------------------------|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input type="radio"/> Watauga |
| <input type="radio"/> New River | <input checked="" type="radio"/> Brushy Fork | <input type="radio"/> Cove Creek |
| <input type="radio"/> Beaver Dam | <input type="radio"/> Meat Camp | <input type="radio"/> Shawneehaw |
| <input type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input type="radio"/> Boone |

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

- | | |
|--|--|
| <input type="radio"/> Foscoe-Grandfather Community | <input type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed | <input type="radio"/> Winklers Creek Watershed |
| <input type="radio"/> South Fork New River Watershed | <input type="radio"/> Extratorritorial Area |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- | | | |
|---------------------------------------|--|--------------------------------|
| Gender | Ethnic Background | |
| <input checked="" type="radio"/> Male | <input type="radio"/> African American | <input type="radio"/> Hispanic |
| <input type="radio"/> Female | <input checked="" type="radio"/> Caucasian | <input type="radio"/> Other |
| | <input type="radio"/> Native American | |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. Caldwell Community College Board Of Trustees
2. Caldwell Community College Advisory Committee
3. Economic Development Commission

Volunteer Application
Watauga County Boards And Commissions
(Continued)

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

Work
Experience:

See attached resume for details.

Higher Education entities: (approximately 8 years)
Asheville-Buncombe Technical Community College - CFO
Lees-McRae College - Vice President for Business Affairs and Treasurer

Industry: (approximately 13 years)
Tar Heel Capital Corporation No. 2 and Affiliates - CFO
Artist Colony, Ltd. - President
Trim USA and Danny Nicholson, Inc. - Controller
Piece Goods Shops - Accounting Manager

Public Accounting: (approximately 4 years)
Dixon, Odom & Company, LLP - In-Charge Accountant
Ernst & Young - Staff Accountant

Volunteer
Experience:

Avery County Habitat for Humanity: Board President - 2008-2009, Treasurer - 2007-2008, Board Member - 2006-2010
Banner Elk Chamber of Commerce: Board Member - 2008-2010
Banner Elk Tourism Development Authority: Board Member - 2008-2010
Grandfather Home for Children - Community Services for Children subsidiary: Board Member - 2010-2013
Town of Banner Elk: Member - Land Use Planning Committee (revising land use strategic plan), 2009-2010
Western North Carolina Regional Education Foundation: Board Member - 2012-2013
Western North Carolina Regional Historical Association: Board Member - 2012-2013

Other
Experience:

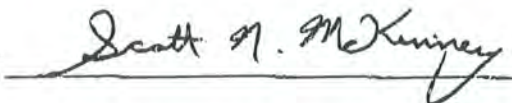
Lees-McRae College: Staff Advisor - Student Government Association, 2009-2010, President - Staff Association, 2007
North Carolina Association of CPAs: Member - Members In Industry Committee, 1995-2005, Member - Small Business Task Force, 2003-2004, Member - Members In Industry Task Force, 2003-2004, Speaker - 2004 Small Business Forum & 2005 Northwest Piedmont Chapter
Southern Association of Colleges and Schools Commission on Colleges (SACS-COC a regional accrediting organization): Member - Candidacy Committee for a University in Virginia, 2010, Member - Off-site Review Committee for a Cluster of Community Colleges, 2012
A-B Tech College Foundation Board of Trustees: Member and Treasurer, 2010-2013 (traditional college foundation)
A-B Tech Educational and Entrepreneurial Development Foundation: Charter Member, 2011-2013 (formed to house entrepreneurial activities)

Other
Comments:

I would like to utilize my recent experience in the state community college system to support the leadership and employees of Caldwell Community College as they seek to meet the needs of our community. Successfully fulfilling their critical mission in a fiscally responsible manner requires community college board members and employees who are inventive, innovative, and creative. Service on the local advisory committee or the Board of Trustees will give me the opportunity to remain engaged in the NC Community College system in a manner that directly benefits Watauga County.

A special part of my work at A-B Tech was supervision and development of a continuum of entrepreneurial support activities. This experience will be helpful if I am called to serve on the Economic Development Commission.

Signature:



Date:

8/26/14

SCOTT N. MCKINNEY, CPA, CGMA

264 Willow Creek Circle, Vilas, NC 28692

Office: (828) 262-1811 Cell: (828) 773-0465

Personal email: scott.nelson.mckinney@gmail.com

Education

Liberty University (2011 - 2013)

Lynchburg, VA

Ed.D. degree with a concentration in Educational Leadership was pursued. All coursework, including a comprehensive examination, was completed as of January 2012. Doctoral dissertation phase started March 2012. All requirements but the dissertation were completed.

Liberty University (2009-2011)

Lynchburg, VA

Ed.S. degree with concentration in Educational Leadership awarded in January 2011.

College Business Management Institute (Summers of 2006-2008)

Lexington, KY

Graduate, Administered by University of Kentucky and Southern Association of College and University Business Officers (SACUBO)

Duke University (2007-2008)

Durham, North Carolina

Certificate in Non-Profit Management, Office of Continuing Education

Appalachian State University (1991-1993)

Boone, North Carolina

Master of Business Administration, Evening MBA Program

Mars Hill College (1985-1989)

Mars Hill, North Carolina

Bachelor of Science – Accounting, Computer Information Science and Math (Business) Majors

Higher Education Experience (approximately 8 years)

Asheville-Buncombe Technical Communiity College (2010-2013)

Asheville, North Carolina

Chief Financial Officer/Vice President for Business and Finance – Served as the senior financial officer at a large public community college with a budget that exceeded \$50 million. Responsibilities included oversight of all business affairs of the college and supporting foundations including financial reporting, budgeting, operations, and auxiliary services. Responsibilities also included oversight of all strategic business development and a continuum of entrepreneurial support activities at the college.

Responsibilities included oversight of facilities and operations, including campus police and campus security. Supervised 115 employees with the support of five direct reports. I served on the governing boards of the A-B Tech College Foundation (Treasurer) and as a charter member of the A-B Tech Education and Entrepreneurial Development Foundation. During my tenure, I began implementation of a multi-year comprehensive capital project plan overseeing \$129 million of capital projects funded by a local option sales tax.

Lees-McRae College (2005-2010)

Banner Elk, North Carolina

Vice President for Business Affairs and Treasurer – Hired as Controller and promoted to Vice President, I supervised the Controller, Director of Human Resources, Director of Facilities, Director of Food Services, Campus Security Chief, Bookstore Manager, Director of Informational Technologies, and reported directly to the President of the College. I was the senior financial officer at the Presbyterian affiliated private residential liberal arts college and was responsible for overseeing all business affairs including financial reporting, budgeting, and operations. I worked directly with the Financial Affairs, Facilities, and Investment committees of the Board of Trustees.

Industry Experience (approximately 13 years)

Tar Heel Capital Corporation No. 2 and Affiliates (2013-present)

Boone, North Carolina

Chief Financial Officer – Responsible for overseeing all financial activities for multiple closely held private entities that operate 74 Wendy's restaurants throughout North Carolina and South Carolina. Collectively, with annual revenues in excess of \$100 million, the organizations are one of the largest Wendy's franchisee groups.

Trim USA, Inc. (2002-2005)

Tobaccoville, North Carolina

Controller -- I served as the Controller and was responsible for all administrative operations of a medium size, closely held, manufacturer and wholesale distributor of sign supplies and graphic materials. My duties included strategic planning, budgeting/forecasting, reviews by outside CPAs, cash management, insurance coverages, employee benefits, and banking relationships, as well as supervision of daily accounting activities.

Artist Colony, Ltd. (2001-2002)***Lexington, North Carolina***

President – Hired as Controller in 2001 and promoted to President in 2002, I guided the company as it was sold by its founders and integrated into a larger group of companies. I was responsible for all manufacturing and financial operations of the beanbag and footstool manufacturing plants. Our products were primarily sold through national catalogs such as JCPenney, Spiegel and Land's End. There were 65 employees.

Danny Nicholson, Inc. (and affiliated companies) (1995-2001)***Lexington, North Carolina***

Controller – I was responsible for overseeing all accounting and information systems functions, tax and treasury matters, and all strategic planning, financial analysis, and reporting efforts for a closely held trucking company. The responsibilities also extended to affiliated companies, which included a truck stop, real estate partnerships, trailer equipment sales company, sports restaurant and a public laundromat. I supervised 5 employees and reported directly to the CEO/Owner. The total employment of all companies exceeded 300 by 2001.

Piece Goods Shops Company, LP (1993-1995)***Winston-Salem, North Carolina***

Accounting Manager – At a 318-store chain of fabric and crafts stores, I was responsible for treasury management functions, accounts payable activities, point-of-sale/UPC administration, competitor analysis, portable data terminal activities, and financing/traffic management of international purchases. I directly supervised 20 employees in the accounts payable department.

Public Accounting Experience (approximately 4 years)

Dixon, Odom & Company, LLP (1991-1993)***Thomasville, NC***

In-Charge Accountant – I performed audits, compilations, and prepared tax returns for individuals, partnerships, and corporations. I directed and instructed staff members on audit and tax engagements.

Ernst & Young (1989-1991)***Winston-Salem, North Carolina***

Staff Accountant – I prepared and reviewed financial statements, supervised staff accountants, prepared reports for management, and evaluated internal control systems for a variety of manufacturing, banking, and retail firms.

Professional Activities

Lees-McRae College:

Staff Advisor – Student Government Association, 2009-2010

President – Staff Association, 2007

North Carolina Association of CPAs:

- Member – Members in Industry Committee, 1995-2005
- Member – Small Business Task Force, 2003-2004
- Member – Members in Industry Task Force, 2003-2004
- Speaker – 2004 Small Business Forum & 2005 Northwest Piedmont Chapter

Southern Association of Colleges and Schools Commission on Colleges (SACSCOC):

- Member – Candidacy Committee for a University, 2010
- Member – Off-site Review Committee for a Cluster of Community Colleges, 2012

Active Professional Memberships:

- American Institute of CPAs, North Carolina Association of CPAs

Civic Activities

Avery County Habitat for Humanity:

- Board President – 2008-2009
- Treasurer – 2007-2008
- Board Member – 2006-2010

Banner Elk Chamber of Commerce:

- Board Member – 2008-2010

Banner Elk Tourism Development Authority:

- Board Member – 2008-2010

Grandfather Home for Children - Community Services for Children subsidiary:

- Board Member – 2010-2013

Town of Banner Elk:

- Member – Land Use Planning Committee (revising land use strategic plan), 2009-2010

Western North Carolina Regional Education Foundation:

- Board Member – 2012-2013

Western North Carolina Regional Historical Association:

- Board Member – 2012-2013

Professional Designations/Licenses

Certified Public Accountant – licensed by the State of North Carolina since 1991

Chartered Global Management Accountant – recognized by the American Institute of CPAs since 2012

Professional Publications

Building Asheville's Natural Products Platform. *Community College Entrepreneurship, A Publication of the National Association for Community College Entrepreneurship, Winter/Spring 2012*, pp. 26-27.
<http://www.nacce.com/resource/resmgr/journals/journalwinterspring2012.pdf>

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AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER'S COMMENTS:

The first meeting in December will be held on Monday, December 1, 2014, at 8:30 A.M. in the Commissioners Board Room.

The Annual County Christmas Luncheon, scheduled on Tuesday, December 9, 2014, will be held at Dan'l Boone Inn from 11:45 A.M. to 2:00 P.M.

The NCACC Legislative Goals Conference will be held January 14-16, 2015, in Moore County. If you wish to attend, please notify Anita who will assist with your registration.

From: Todd McGee <todd.mcgee@ncacc.org>
Sent: Wednesday, November 12, 2014 11:38 AM
To: Anita.Fogle
Subject: NCACC News Update: Register now for 2015 Legislative Goals Conference, Fiduciary Responsibilities workshop



[Set the county legislative agenda for 2015-16](#) **Register now for 2015 Legislative Goals Conference**



Registration continues for the NCACC's 2015 Legislative Goals Conference to be held at the Pinehurst Resort in Moore County, Jan 15-16, 2015. This conference is the culmination of a months-long process to discuss and deliberate more than 350 proposals that have been submitted by a record number of counties.

The vote of our member counties at this conference will establish our legislative agenda for the full two years of the 2015 Session of the General Assembly. Each county is strongly encouraged to send at least one registered delegate to the conference to make sure your county's voice is heard as the issues are deliberated and decided.

The pre-registration fee of \$99 will be waived for county commissioners (only the elected officials) who register on or before Tuesday, Jan. 6. After that date, the on-site registration fee of \$125 will apply for all registrants.

- [Registration](#)

Hotel Accommodations

A block of rooms is reserved at the Pinehurst Resort for the nights of Jan 14-16 at the rate of \$99 per night plus charges and taxes. To receive this room rate, your room must be booked on or before DECEMBER 19, 2014. After that date, the hotel's regular room rate will apply, and there is no guarantee rooms will be available.

Reservations should be made directly with the hotel by calling (888) 575-4641. A deposit equal to the cost of one night's lodging is required. Cancellations must be received on or before DECEMBER 19, 2014 in order to receive a refund of your deposit.

Financial Fiduciary Responsibilities for Elected Officials

When: Tuesday, Nov. 18, 9 a.m. – 12:30 p.m.

Note: A second offering of the workshop toward the west central part of North Carolina will be held in early 2015.

Where: Imperial Centre (www.imperialcentre.org), 270 Gay St., Rocky Mount.

The workshop will be held in the Studio Theater located in Building C. See the facility map at www.imperialcentre.org/facilitymap.html; the Studio Theater is in the numbered area "5".

Registration: No cost for county and municipal officials. Register online at www.ncacc.org.

111814 BCC Meeting

Description: This workshop will focus on the financial fiduciary responsibilities that elected officials have regarding the annual audit, the oversight of fund balance, and reporting requirements of the Local Government Commission. Specifically, there will be a focus on two of the most frequently challenging arenas: what an audit is (and, more importantly, what it is not) and the limitations and flexibility that a governing board has regarding the use of fund balance. Instruction will include real-life examples of internal control challenges and how board involvement can help overcome those challenges. Attendees will also learn about the types of questions that elected officials should ask of their staff and their independent auditors, and what various correspondences from the Local Government Commission actually mean.

LELA credits: This workshop is an offering of the Local Elected Leaders Academy, and county and municipal officials are invited to attend. Attendees will receive six credits in the "workshops/programs" category toward recognition for their commitment to lifelong learning through the LELA Recognition Program.

Instructors: **Gregory S. Allison**, Senior Lecturer in Public Finance and Government, UNC School of Government; and **Sharon Edmundson**, Director, Fiscal Management Section, State and Local Government Finance Division, N.C. Department of State Treasurer

AGENDA ITEM 14:

PUBLIC COMMENT

AGENDA ITEM 15:

BREAK

AGENDA ITEM 16:

CLOSED SESSION

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