

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

**TUESDAY, FEBRUARY 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		
	2	APPROVAL OF MINUTES: February 4, 2014, Regular Meeting February 4, 2014, Closed Session		1
	3	APPROVAL OF THE FEBRUARY 18, 2014, AGENDA		13
5:35	4	SOUTHERN APPALACHIAN HISTORICAL ASSOCIATION (SAHA) FUNDING REQUEST	MR. CLYDE BURLESON	15
5:40	5	WATAUGA LIBRARY ANNUAL REPORT	MS. MONICA CARUSO	25
5:45	6	RECYCLING GRANT APPLICATION REQUEST	MS. LISA DOTY	47
5:50	7	PROPOSED ALLOCATION OF HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS FOR FY 2014	MS. ANGIE BOITNOTTE	49
5:55	8	MAINTENANCE MATTERS A. Request to Renew Mowing Contract B. Hwy 321 Site Evaluation C. Bid Award Request for Construction of Restrooms at Rocky Knob Park	MR. ROBERT MARSH	53 61 73
6:00	9	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE FOLLOWING ORDINANCES AS RECOMMENDED BY THE WATAUGA COUNTY PLANNING BOARD: A. Ordinance to Regulate High Impact Land Uses B. Flood Damage Prevention Ordinance C. Ordinance to Regulate Junkyards and Automotive Graveyards D. Ordinance to Regulate Wind Energy Systems E. Ordinance to Govern Structures on Land Adjacent to National Park Service Land F. Ordinance to Govern Subdivisions & Multi-Unit Structures G. Ordinance to Regulate Signs H. Height of Structures Ordinance I. Manufactured Home Parks Ordinance	MR. JOE FURMAN	81
6:05	10	BUDGET AMENDMENTS	MS. MARGARET PIERCE	103

TIME	#	TOPIC	PRESENTER	PAGE
6:10	11	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Boards & Commissions		105
		B. Announcements		123
6:15	12	PUBLIC COMMENT		125
7:15	13	BREAK		125
7:20	14	CLOSED SESSION		125
		Attorney/Client Matters – G. S. 143-318.11(a)(3)		
7:30	15	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

February 4, 2014, Regular Meeting
February 4, 2014, Closed Session Minutes

DRAFT

MINUTES
WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, FEBRUARY 4, 2014

The Watauga County Board of Commissioners held a regular meeting on Tuesday, February 4, 2014, at 8:30 A.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
Stacey "Four" Eggers, IV, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

Chairman Miller called the meeting to order at 8:33 A.M.

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

APPROVAL OF MINUTES

Chairman Miller called for additions and/or corrections to the January 21, 2014, regular meeting minutes.

Commissioner Yates, seconded by Vice-Chairman Blust, moved to approve the January 21, 2014, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Yates requested a correction (deletions in ~~strike through~~ and additions in **bold**) to the following motion in the closed session minutes:

Commissioner Kennedy, seconded by Commissioner Welch, moved to resume the open meeting at 6:20 P.M.

VOTE: Aye-~~5~~**4**(**Miller, Blust, Kennedy, Welch**)
Nay-0
Absent-1

Commissioner Yates, seconded by Vice-Chairman Blust, moved to approve the January 21, 2014, closed session minutes as amended.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Miller called for additions and/or corrections to the February 4, 2014, agenda.

County Manager Geouque requested to add consideration of a proposed resolution establishing the Boone Rural Fire 6 Mile Insurance District.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the February 4, 2014, agenda as amended.

VOTE: Aye-5
Nay-0

PROPOSED PROCLAMATION HONORING THE 50TH ANNIVERSARY OF CALDWELL COMMUNITY COLLEGE AND TECHNICAL INSTITUTE (CCC&TI)

Dr. Ken Boham, CCC&TI President, requested the Board approve a proposed proclamation honoring the 50th anniversary of Caldwell Community College and Technical Institute which was chartered on April 2, 1964.

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

VOTE: Aye-5
Nay-0

SMOKY MOUNTAIN CENTER MATTERS

A. Presentation of Quarterly Report

Ms. Lisa Slusher, Smoky Mountain Chief Finance Officer, presented the Smoky Mountain Center Quarterly Report ending September 2013 as required by Statute.

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

B. Presentation of Annual Audited Financial Report

Ms. Slusher presented Smoky Mountain Center's Annual Audited Financial Statements for the Fiscal Year ending June 30, 2013, as required by Statute.

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

PROPOSED RESOLUTION APPROVING BOONE RURAL SIX-MILE INSURANCE DISTRICT BOUNDARIES

Boone Fire Chief, Jimmy Isaacs, presented a proposed resolution and map which, if adopted, would approve the boundary lines of the Boone Rural Fire Six-Mile Insurance District.

Commissioner Yates, seconded by Commissioner Welch, moved to adopt the resolution and map approving the boundary lines of the Boone Rural Fire Six-Mile Insurance District as presented by Chief Isaacs.

VOTE: Aye-5
Nay-0

PRESENTATION OF APPALACHIAN DISTRICT HEALTH DEPARTMENT'S ANNUAL REPORT AND STATE OF THE COUNTY HEALTH REPORT

Ms. Beth Lovette, Appalachian District Health Department Director, presented the Health Department's Annual Report for Fiscal Year 2012-2013 along with the State of the County Health Report.

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

PROPOSED APPOINTMENT OF HOME AND COMMUNITY CARE BLOCK GRANT (H&CCBG) ADVISORY COMMITTEE AND LEAD AGENCY

Ms. Angie Boitnotte stated that each year the Board was required to appoint a lead agency and advisory committee to make recommendations on how to best expend the County's allocation from the Home and Community Care Block Grant (H&CCBG) funds. H&CCBG funds were established by the Older American's Act and were administered by the North Carolina Division of Aging. The following were recommended for appointment to the committee: the Area Agency on Aging Director, Betsy Richards, Mike Birkmire, Linda Bretz, Murray Hawkinson, Margie Mansure, Christy Pruess, Pam Rush, Billy Hoilman, Pat Coley, Kat Danner, Sherry Harmon, Gail Hawkinson, Bob Parker, Dr. Ed Rosenberg, and Betty Wyse. Commissioner Kennedy was appointed to serve on this Committee at the December 3, 2013, Board of Commissioners meeting.

Commissioner Yates, seconded by Commissioner Welch, moved to appoint the Area Agency on Aging Director, Betsy Richards, Mike Birkmire, Linda Bretz, Murray Hawkinson, Margie Mansure, Christy Pruess, Pam Rush, Billy Hoilman, Pat Coley, Kat Danner, Sherry Harmon, Gail Hawkinson, Bob Parker, Dr. Ed Rosenberg, and Betty Wyse to the Home and Community Care Block Grant Advisory Committee.

VOTE: Aye-5
Nay-0

Vice-Chairman Blust, seconded by Commissioner Yates, moved to appoint the Watauga County Project on Aging as the Lead Agency for Home and Community Care Block Grant funds.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator Larry Warren presented the Tax Collections Report for the month of January 2014. This report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the following Refunds and Releases for January 2014, including a report from the new motor vehicle billing system, North Carolina Vehicle Tax System (NCVTS), for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the Refunds and Releases Report for January 2014, as presented.

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the North Carolina Vehicle Tax System Refunds and Releases Report for January 2014 as presented.

VOTE: Aye-5
Nay-0

PROPOSED AMENDMENTS TO THE FOLLOWING ORDINANCES AS RECOMMENDED BY THE WATAUGA COUNTY PLANNING BOARD:

- A. Ordinance to Regulate High Impact Land Uses***
- B. Flood Damage Prevention Ordinance***
- C. Ordinance to Regulate Junkyards and Automotive Graveyards***
- D. Ordinance to Regulate Wind Energy Systems***
- E. Ordinance to Govern Structures on Land Adjacent to National Park Service Land***
- F. Ordinance to Govern Subdivisions & Multi-Unit Structures***
- G. Ordinance to Regulate Signs***
- H. Height of Structures Ordinance***
- I. Manufactured Home Parks Ordinance***

Mr. Joe Furman, Planning and Inspections Director, stated that in September the Board amended County ordinances adopted under zoning authority to comply with Session Law 2013-126 of the North Carolina General Assembly. One section of the new law regarding variances also applies to other development ordinances that were adopted under general ordinance making authority. Therefore, Mr. Furman presented proposed amendments to nine ordinances as recommended by the Watauga County Planning Board.

Mr. Furman stated that the proposed amendments were mostly wording changes to standardize the ordinances and to bring them in compliance with state statutes. With the proposed amendments, the Board of Commissioners would no longer hear variance requests as the Board of Adjustments would be the variance granting Board. The recommendation was based on the fact that the Board of Adjustment was trained for such cases and operated in a quasi-judicial manner. The Planning Board would continue to hear variances related to the subdivision regulations and the manufactured home park ordinances as the Board currently reviews plans submitted for these ordinances. The Board of Commissioners would hear appeals of Planning Board decisions under the subdivision regulations and the manufactured home park ordinances as well as the wind energy ordinance; however appeals to Board of Adjustment variances would be heard in Superior Court.

Commissioner Yates, seconded by Vice-Chairman Blust, moved to schedule a public hearing at 6:00 P.M. on Tuesday, February 18, 2014, to allow citizen comment on proposed amendments to the following: Ordinance to Regulate High Impact Land Uses; Flood Damage Prevention Ordinance; Ordinance to Regulate Junkyards and Automotive Graveyards; Ordinance to Regulate Wind Energy Systems; Ordinance to Govern Structures on Land Adjacent to National Park Service Land; Ordinance to Govern Subdivisions & Multi-Unit Structures; Ordinance to Regulate Signs; Height of Structures Ordinance; and Manufactured Home Parks Ordinance.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Amendments to the Ambulance Franchise Agreement

County Manager Geouque stated that the Board approved the addition of a twelve (12) hour ambulance crew for Fiscal Year 2014. In conjunction with the additional crew, staff was able to negotiate the waiver of the CPI increase for 2014. The proposed agreement reflects the additional twelve (12) hour crew and the waiving of the CPI escalator for 2014. The agreement has an effective date of January 1, 2014 and runs through December 31, 2019. Changes were made as requested by the Board at the January 21, 2014, meeting to reflect the effective date of the subsidy adjustment to be 2015 and updating the years in Section 31. In addition, Section 15 was corrected to read "from time to time" instead of "from time from time." The changes have been reviewed and approved by the County Attorney.

North Carolina General Statute 153A-46 requires a grant, renewal, extension, or amendment of any franchise to be passed at two regular meetings of the Board of Commissioners before it may be adopted. The agreement was first approved at the January 21, 2014, meeting.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to ratify the Ambulance Franchise Agreement as presented for the second required approval.

VOTE: Aye-5
Nay-0

B. Proposed Lease for Probation and Parole

County Manager Geouque stated that the State of North Carolina began requiring counties to furnish space at no cost for court-related functions several years ago. Prior to that time, the Administrative Office of the Courts paid the County rent for their Probation and Parole Offices. Even though the County no longer receives rent, the Department of Public Safety requires that a lease be executed detailing the stipulations. The County Manager presented a draft contract as amended by the County Attorney per Board direction.

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the lease for Probation and Parole office space as presented.

VOTE: Aye-5
Nay-0

C. Tentative Annual Pre-Budget Retreat Agenda

The County Manager presented a draft agenda for the Board's retreat scheduled for February 21 and 22, 2014. The agenda may change between now and the retreat based on input from the Board or the County Manager receiving additional items for consideration. County staff will start the process of preparing and compiling the information for the retreat. The County Manager encouraged Board members to contact him during the upcoming weeks with any questions.

D. Boards & Commissions

Recreation Commission

County Manager Geouque stated that the Town of Boone had recommended Mr. Greg Dobbins and Mr. Joseph Robinson for appointment as Town of Boone representatives on the Watauga County Recreation Commission.

Vice-Chairman Blust, seconded by Commissioner Welch, moved to appoint Mr. Greg Dobbins and Mr. Joseph Robinson as Town of Boone representative on the Watauga County Recreation Commission.

VOTE: Aye-5
Nay-0

Watauga County Board of Adjustment

County Manager Geouque stated that one appointment was still needed to the Watauga County Board of Adjustment which meets infrequently. The two zoned areas of the County (Valle Crucis and Foscoe-Grandfather) must be represented on the Board; traditionally an attempt has been made to appoint representatives of watershed protection areas as well. The seat is an at-large representative, although the previous member also resided in one of the watershed protection areas. Other members of the Board of Adjustment represent Valle Crucis, Foscoe-Grandfather, Howards Creek watershed, and Middle Fork watershed. The term would be for three years. The County Manager stated that Mr. David Hill had submitted a volunteer application expressing interest in serving.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to appoint Mr. David Hill to a three year term on the Watauga County Board of Adjustment.

VOTE: Aye-5
Nay-0

Town of Boone Board of Adjustment

County Manager Geouque stated that the Town of Boone had recommended appointment of Mr. Clinton Coffey as an Extra Territorial Jurisdiction (ETJ) representative on the Boone Board of Adjustment for a three year term.

Commissioner Welch, seconded by Commissioner Kennedy, moved to appoint Mr. Clinton Coffey as an Extra Territorial Jurisdiction (ETJ) representative on the Boone Board of Adjustment for a three year term.

VOTE: Aye-5
Nay-0

Watauga Medical Center Board of Trustees

County Manager Geouque stated that the Watauga Medical Center Board of Trustees had recommended Mr. Sam Adams, Ms. Susan Roggenkamp, and Mr. Kenneth Wilcox for reappointment as Board Trustees. Each of their terms would be effective January 1, 2014, through December 31, 2016.

Commissioner Kennedy requested volunteer applications in the future.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to reappoint Mr. Sam Adams, Ms. Susan Roggenkamp, and Mr. Kenneth Wilcox to the Watauga Medical Center Board of Trustees with each of their terms effective from January 1, 2014, through December 31, 2016

VOTE: Aye-5
Nay-0

Watauga County Nursing Home Community Advisory Committee

County Manager Geouque stated that Ms. Julie Wiggins, Regional Ombudsman with High Country Council of Governments' Area Agency on Aging, had requested Ms. Wanda Branch be reappointed to the Watauga County Nursing Home Community Advisory Committee for a three-year term.

Commissioner Yates, seconded by Commissioner Welch, moved to reappoint Ms. Wanda Branch to a three year term on the Watauga County Nursing Home Community Advisory Committee.

VOTE: Aye-5

Nay-0

County Manager Geouque stated that Ms. Wiggins also requested that both Ms. Karen Robertson and Dr. Larry Keeter be reappointed to the Watauga County Nursing Home Community Advisory Committee to fill vacancies that will exist as of March 1.

Consideration of appointments was tabled due to this being a first reading.

Watauga County Adult Care Home Community Advisory Committee

Ms. Wiggins also requested that Mr. Harold Eller be reappointed to the Watauga County Adult Care Home Community Advisory Committee for a one-year term.

Consideration of appointment was tabled due to this being a first reading.

AppalCART

County Manager Geouque stated that appointment of Mr. Quint David as the Boone Town Council representative to the AppalCART Board had been recommended by AppalCART. Mr. David's appointment would coincide with his term as a Boone Council Member.

Consideration of appointment was tabled due to this being a first reading.

Watauga County Planning Board

County Manager Geouque stated that Mr. Ric Mattar's term on the Watauga County Planning Board expired December 2013, and he was willing to continue serving if so appointed. The County Manager stated that this was a first reading, however, staff recommended the Board waive the policy for a second reading and appoint Mr. Mattar as he was the current Chairman of the Planning Board.

Commissioner Yates, seconded by Commissioner Welch, moved to waive the first reading and reappoint Mr. Ric Mattar to the Watauga County Planning Board.

VOTE: Aye-4(Blust, Kennedy, Welch, Yates)

Nay-1(Miller)

[Clerk's Note: The vote was not valid according to previous counsel from the County Attorney stating that if the second reading for appointment of an individual to a Board or Commission was waived, then the vote had to be unanimous to be considered valid.]

E. Announcements

County Manager Geouque announced that the Board's Annual Pre-Budget Retreat was scheduled for Friday, February 21, beginning at 12:00 noon and Saturday, February 22 2014, beginning at 9:00 A.M.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 9:57 A.M., Commissioner Yates, seconded by Vice-Chairman Blust, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Chairman Miller, moved to resume the open meeting at 10:23 A.M.

VOTE: Aye-5
Nay-0

POSSIBLE ACTION AFTER CLOSED SESSION

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to enter into an Offer to Purchase and Contract with Ms. Leslie M. Humphreys to purchase an approximate 13 acre parcel as presented.

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve \$150,000 be allocated from the fund balance with \$102,000 being for the purchase of the Humphreys property and the remainder being available for costs associated with the due diligence process.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Kennedy, seconded by Commissioner Yates, moved to adjourn the meeting at 10:26 A.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 FEBRUARY 18, 2014, AGENDA

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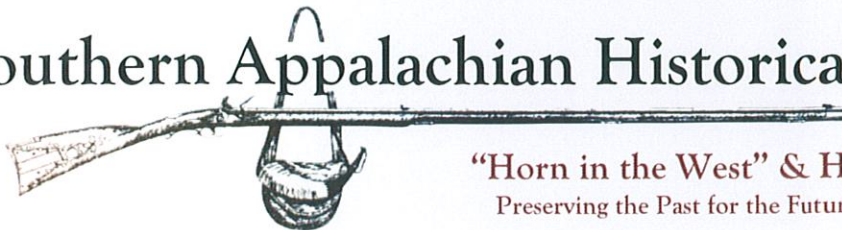
AGENDA ITEM 4:**SOUTHERN APPALACHIAN HISTORICAL ASSOCIATION (SAHA) FUNDING REQUEST****MANAGER'S COMMENTS:**

Mr. Clyde Burleson, Board member of the Southern Appalachian Historical Association, will request continued financial support for SAHA. The SAHA Board is requesting \$25,500 in financial support but it is unclear if the request is for the current year or the upcoming fiscal year. In addition to the monetary request, SAHA is requesting assistance in the demolition of a building and the waiving of landfill tipping fees.

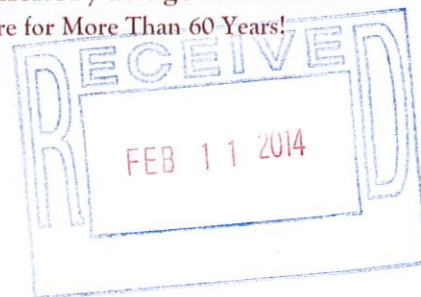
The Board provided \$8,400 in emergency funding to SAHA in May of 2013 and \$12,000 was budgeted for in Fiscal Year 2013-2014. Staff would recommend any funding requests be considered at budget time. County staff is able to provide assistance in demolition and hauling of materials to the landfill.

Staff seeks direction from the Board on funding, waiving of landfill fees, and the use of County equipment and personnel to assist SAHA.

Southern Appalachian Historical Association



“Horn in the West” & Hickory Ridge Museum
Preserving the Past for the Future for More Than 60 Years!



February 11, 2014

Deron T. Geouque
Watauga County Manager
814 West King Street, Suite 205
Boone, NC 28607

Dear Mr. Geouque,

On behalf of the Southern Appalachian Historical Association, Incorporated, please accept this request for continued financial support of SAHA’s productions, including Horn in the West and Hickory Ridge Living History Museum. Documentation of the current financial condition of SAHA and other budget information will be attached in a separate correspondence.

The SAHA Board is asking for your help in several areas: Demolition of a condemned building in the Horn’s stage area, waiver of landfill charges to dispose of the building, and \$25,500 dollars to shore up the SAHA financial situation.

As the first family attraction in Boone, Horn in the West has provided cultural and educational entertainment to visitors for more than 60 years. SAHA estimates that its production generates an economic impact of \$2.05 million, a firm indication that the cultural and economic benefits to the area continue to be significant. SAHA expects to provide up to seventy seasonal jobs for the summer.

As the balance sheet provided will indicate, SAHA has greatly reduced its liabilities. The SAHA Board of Directors remain committed to maintaining a quality production while holding to realistic expectations in regards to income and expenses, thereby insuring the continuation of the production for decades to come.

2014 marks the 63rd consecutive season of the historical outdoor drama, a significant milestone for SAHA and our community. We are appreciative and proud that Watauga County has supported this cultural resource since its inception. If we may offer further information in regards to this request, please do not hesitate to contact us through the SAHA staff, or any board member.

Sincerely,

Al Ernest, Chair
Board of Directors
Southern Appalachian Historical Association, Inc.

2014
Board of Directors
 Al Ernest
Chair
 Greg Williams
Vice Chair
 Andy Stallings
Treasurer
 Stephanie Ward
Secretary
 Rennie Brantz
 Bettie Bond
 Clyde Burlison
 Steve Canipe
 Michelle Ligon
 William Purcell
 Bruce Stewart
 Marilyn Wright

Mission Statement

The Southern Appalachian Historical Association is dedicated to preserving the heritage of the Southern Appalachian Region.

SAHA | PO Box 295 | Boone, NC 28607

828-264-2120 | Email: info@HornintheWest.com | www.HornintheWest.com | www.HickoryRidgeMuseum.com

Horn in the West Audience Opinion Survey

Summary Prepared on 09/03/13

This report summarizes 170 of 170 total responses.

Summary for the results with the following restrictions:

Response Filters

Invitation Type: all

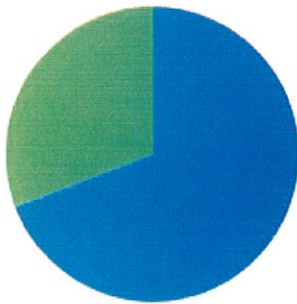
Status: all

Alerts:

Email Contains:

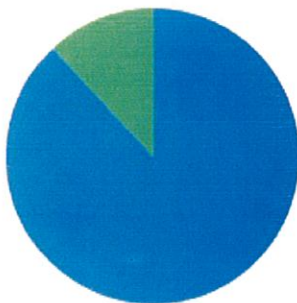
Audience Opinion Survey

1. Have you visited this outdoor theatre before?



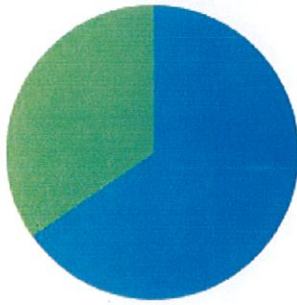
69.2% [No \(117\)](#)
30.7% [Yes \(52\)](#)

2. If you answered "yes" to the previous question, when was the last time you visited the theatre?



88.0% [More than a year ago \(44\)](#)
12.0% [Last year \(6\)](#)
0.0% [Earlier this season \(0\)](#)

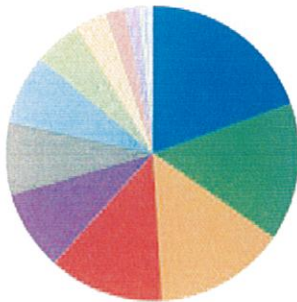
3. Have you seen other outdoor theatres?



65.4% [Yes \(110\)](#)
 34.5% [No \(58\)](#)

4. If you answered "yes" to the previous question, which theatres did you visit? (Name up to three)
 You may browse freeform responses online or download the CSV.

5. How did you hear about this event? (check all that apply)



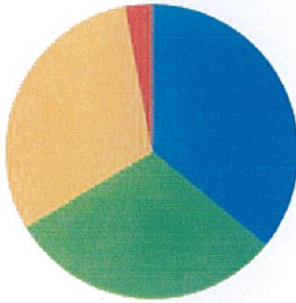
19.5% ["Other" Answers](#)
 15.1% [General tourism brochure for area \(38\)](#)
 14.3% [Friend or Relative \(36\)](#)
 12.7% [Website of the theatre \(32\)](#)
 8.7% [Search engine \(Google, Bing, Yahoo etc.\) \(22\)](#)
 7.9% [Printed brochure \(20\)](#)
 7.5% [State or regional travel guide \(19\)](#)
 5.1% [Newspaper or magazine story \(13\)](#)
 3.5% [Print Ads \(9\)](#)
 1.9% [Outdoor Advertising \(5\)](#)
 1.5% [TV Ad \(4\)](#)
 0.7% [Hotel clerk or restaurant staff \(2\)](#)
 0.7% [Promotional Email \(2\)](#)
 0.0% [Poster \(0\)](#)
 0.0% [Facebook or Twitter \(0\)](#)
 0.0% [Radio Ad \(0\)](#)

6. How important were these factors in making your decision to attend?

	Very Important	Somewhat Important	Not very Important	Not at all Important
Attending with family or partner	84.1 %	9.1 %	2.4 %	4.2 %
Attractive ticket price or discount	38.3 %	45.9 %	10.6 %	5.0 %
Good weather that day	50.0 %	34.1 %	8.2 %	7.5 %
Good reputation of the show	62.4 %	29.9 %	4.4 %	3.1 %
Previous experience at this theatre	26.3 %	16.2 %	9.3 %	48.0 %
This is a tradition for me	11.5 %	14.0 %	16.5 %	57.8 %

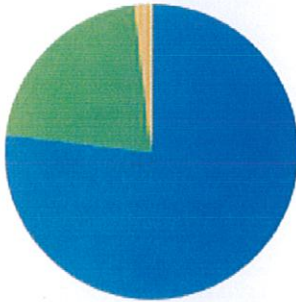
Provide additional comments below: *You may browse comments online or download the CSV.*

7. When did you decide to attend?



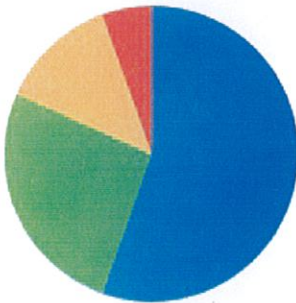
- 35.9% [Several weeks before attending \(60\)](#)
- 30.5% [Less than a week before attending \(51\)](#)
- 30.5% [Longer than a month before attending \(51\)](#)
- 2.9% [Today \(5\)](#)

8. How did you purchase your ticket(s)?



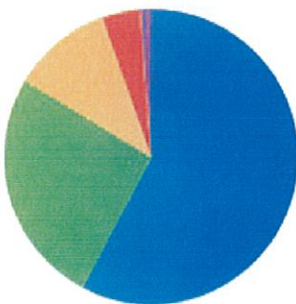
- 76.9% [Internet \(127\)](#)
- 21.2% [Phone \(35\)](#)
- 1.8% [Theatre's ticket office \(3\)](#)
- 0.0% [Ticket Outlet \(0\)](#)
- 0.0% [Tickets were not required \(0\)](#)

9. What is the distance from your home to the theatre?



- 55.4% [50-250 miles \(91\)](#)
- 26.2% [Over 250 miles \(43\)](#)
- 12.8% [Between 10-50 miles \(21\)](#)
- 5.4% [Less than 10 miles \(9\)](#)

10. What was your primary reason to be in this area?



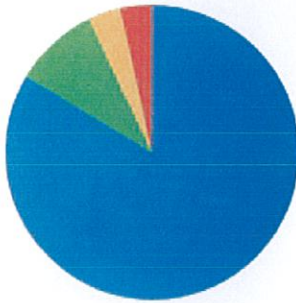
- 57.8% [Vacation \(96\)](#)
- 25.9% [I came here primarily to attend the drama \(43\)](#)
- 10.8% [I live here \(18\)](#)
- 4.2% [Visit friends or family \(7\)](#)
- 1.2% [Business \(2\)](#)

11. How many people were in your party seeing this production?

	1	2	3	4	More
Adults	7.3 %	60.9 %	10.3 %	12.8 %	8.5 %
Children (1-5 years old)	63.6 %	9.0 %	0.0 %	0.0 %	27.2 %

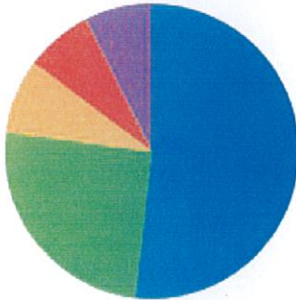
Children (6-12 years old)	55.5%	31.1%	6.6%	0.0%	6.6%
Young Adults (13-18 years old)	60.0%	26.6%	3.3%	3.3%	6.6%

12. Which best describes the group of people you attended with?



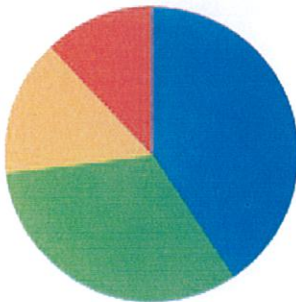
- 83.6% [Family \(143\)](#)
- 9.3% [Friends \(16\)](#)
- 3.5% [Tour group \(6\)](#)
- 3.5% [I attended alone \(6\)](#)
- 0.0% [Business colleagues \(0\)](#)

13. Where did you stay when you visited this theatre?



- 51.8% [Hotel/Motel \(84\)](#)
- 25.3% [At my home \(41\)](#)
- 8.0% [Bed and Breakfast \(13\)](#)
- 7.4% [Camper/RV \(12\)](#)
- 7.4% [With friends or family \(12\)](#)

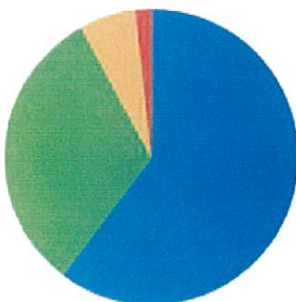
14. Which of the following meals did you eat at a restaurant today?



- 40.6% [Dinner \(100\)](#)
- 32.5% [Lunch \(80\)](#)
- 14.6% [Breakfast \(36\)](#)
- 12.1% [None \(30\)](#)

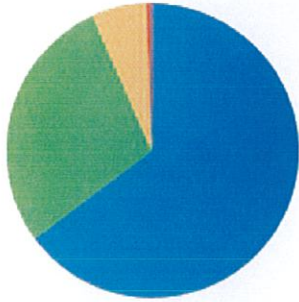
15. If you attended other tourist attractions in the period you came to this theatre, please list any you recall.
You may browse freeform responses online or download the CSV.

16. How would you rate your overall experience of attending this theatre?

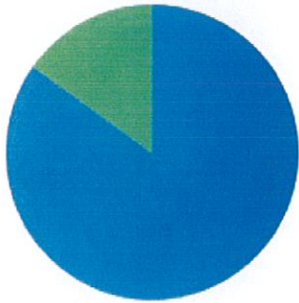


- 60.3% [Excellent \(99\)](#)
- 31.7% [Good \(52\)](#)
- 6.0% [Fair \(10\)](#)
- 1.8% [Poor \(3\)](#)

17. How would you rate the particular show you saw?

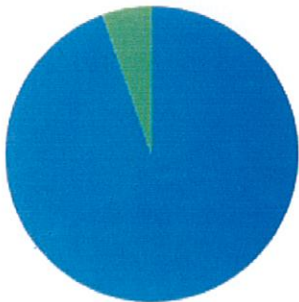


18. Would you attend this outdoor theatre again?



Optional comment: *You may browse comments online or download the CSV.*

19. Would you recommend this outdoor theatre to a relative or friend?



Optional comment: *You may browse comments online or download the CSV.*

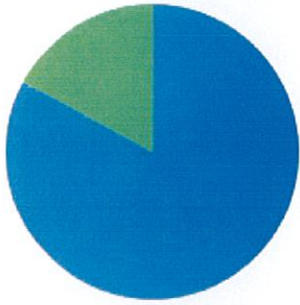
End of Survey Page 2

Audience Opinion Survey

20. What is your home zip code?

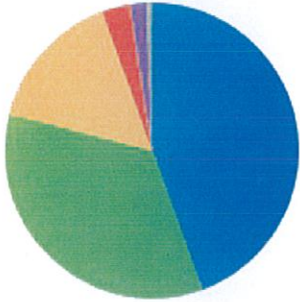
You may browse freeform responses online or download the CSV.

21. Were you the primary decision-maker choosing to attend this theatre?



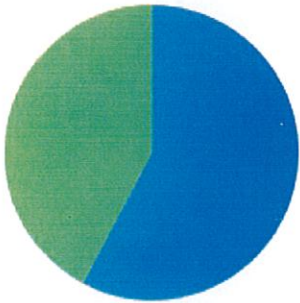
- 82.8% [Yes \(135\)](#)
- 17.1% [No \(28\)](#)

22. What is your age range?



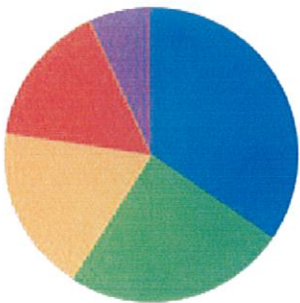
- 44.4% [60 or older \(72\)](#)
- 34.5% [50-59 \(56\)](#)
- 15.4% [40-49 \(25\)](#)
- 3.0% [30-39 \(5\)](#)
- 1.8% [20-29 \(3\)](#)
- 0.6% [19 or younger \(1\)](#)

23. What is your gender?



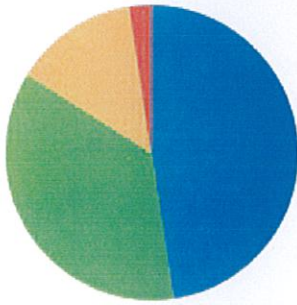
- 57.7% [Female \(93\)](#)
- 42.2% [Male \(68\)](#)

24. What is the last level of school you attended?



- 34.5% [College graduate \(55\)](#)
- 24.5% [Graduate School \(39\)](#)
- 18.2% [1-2 years of college \(29\)](#)
- 15.7% [Postgraduate Study or Professional Degree \(25\)](#)
- 6.9% [High School \(11\)](#)
- 0.0% [Grade school \(0\)](#)

25. What is your household income?



- 47.5% [\\$50,000-100,000 \(59\)](#)
- 36.2% [more than \\$100,000 \(45\)](#)
- 13.7% [\\$30,000-50,000 \(17\)](#)
- 2.4% [Under \\$30,000 \(3\)](#)

26. If there is anything else you would like to tell us about your experience at the theatre, this space is for you!
You may browse freeform responses online or download the CSV.

End of Survey Page 3

11:36 AM
02/11/14
Accrual Basis

Horn In The West
Balance Sheet
As of February 11, 2014

	<u>Feb 11, 14</u>
ASSETS	
Current Assets	
Checking/Savings	
1001 · HIGH COUNTRY OPERATING ACCOUNT	4,991.33
1002 · WACHOVIA GENERAL ACCOUNT	102.61
1003 · COMMUNITY ONE GENERAL ACCOUNT	22,670.71
1004 · COMMUNITY ONE PAYROLL ACCOUNT	5,677.34
1010 · Petty Cash	47.95
Total Checking/Savings	<u>33,489.94</u>
Total Current Assets	33,489.94
Other Assets	
1080.1 · Equipment	52,270.27
1080.2 · Museum Renovations	5,371.36
1081 · Accumulated Depreciation	-32,180.00
Total Other Assets	<u>25,461.63</u>
TOTAL ASSETS	<u>58,951.57</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	1,187.86
Total Accounts Payable	<u>1,187.86</u>
Other Current Liabilities	
Fines	185.22
2100 · Payroll Liabilities	-83.00
2120 · Sales Tax Payable	1.20
2200 · OCT 07 ACCTS PAYABLE ALLOWANCE	6,451.67
2202 · Uncashed Paychecks	424.94
Total Other Current Liabilities	<u>6,980.03</u>
Total Current Liabilities	8,167.89
Long Term Liabilities	
2502 · Community One Loan	24,864.16
Total Long Term Liabilities	<u>24,864.16</u>
Total Liabilities	33,032.05
Equity	
3900 · Retained Earnings	31,096.61
Net Income	-5,177.09
Total Equity	<u>25,919.52</u>
TOTAL LIABILITIES & EQUITY	<u>58,951.57</u>

AGENDA ITEM 5:

WATAUGA LIBRARY ANNUAL REPORT

MANAGER'S COMMENTS:

Ms. Monica Caruso, County Librarian, will present the Watauga County Public Library Annual Report as included in your packet.

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

Watauga County Public Library



2012-2013

Watauga Co. Library System

- The main and branch libraries are part of the Appalachian Regional System which includes Watauga, Wilkes, and Ashe Counties.
- The system includes a main library at 140 Queen St. and the Western Watauga Branch at 1085 Old US Hwy 421 in Sugar Grove inside the Community Center.

Mission Statement

- The Appalachian Regional Library promotes the power of knowledge, the joy of reading, and the spirit of imagination; supports and encourages life-long learning; and contributes significantly to the sense of community and the economic well-being of Ashe, Wilkes, and Watauga Counties.

In Watauga County – population 51,079

21,849 cardholders (June, 2013)

43% of county population



Library Use

155,716 people visited the library in person

At the branch, the number was = 12,563



Circulation

- Main = 270,729,
- branch = 20,737

Regional E-Book Circulation = 7,068

Regional E-Audio = 438



Wi-Fi Usage

November, 2012 – June , 2013

- 7,055 logins, branch = 800
- Average monthly logins = 881
- Average monthly logins -Branch =
100





Computer Use

- 24,373 computer logins
- 2,523 at the branch



Programs we offer...

- 932

10,402

attended

- 116 (branch)

1500

attended



Services Offered

A Sample of Programs/Services

- VITA – Free Tax Preparation
- Downloadable E-books/Audiobooks
- Databases on NC Live /E-Audio books
- Annual literary magazine – with local youth’s writings
- Self-Check service with Security Gate (LSTA Grant –RFID)
- Free computer /internet access and Wi-Fi
- One on one computer instruction –by appointment (237)
- Summer Reading program
- Lending of preloaded Kindles
- Host Caldwell’s Small Business Center workshops
- Reading & Rolling with volunteers (summer)



Homebound, daycares and nursing homes

Our branch librarian uses this van on Fridays for outreach. As a result of our Silver E-Read LSTA grant, pre-loaded kindles were lent to these elder care facilities & homebound; this continues now!

Quick books for small businesses



VITA – Volunteers for Income Tax Assistance (IRS & ASU)

- 12 volunteers prepared returns for 145 locals. Refunds = \$123,596 ; credits = \$67,531



Friends of the Library Support

414 members as of Jan., 2014

FOL fund our programs, collections, and
much more!

Organize fundraisers...book sales, author
events, High Country Festival of the Book

Check out our Facebook page!

Volunteer Support



Evelyn Johnson Meeting Room



Thank you for all of
your support!

AGENDA ITEM 6:

RECYCLING GRANT APPLICATION REQUEST

MANAGER'S COMMENTS:

Ms. Lisa Doty, Recycling Coordinator, will request authorization from the Board to apply for a 2014 Community Waste Reduction and Recycling Grant from the North Carolina Department of Environment and Natural Resources.

The grant will provide recycling containers for County offices and schools. The new containers will help increase the opportunity to recycle and potentially reduce waste sent to the transfer station.

Board action is requested to authorize Ms. Doty to apply for the grant in the amount of \$15,110 with the twenty percent (20%) County match of \$3,022 to be budgeted in Fiscal Year 2014-2015.

Watauga County Sanitation Recycling Office

Memo

To: Deron Geouque
From: Lisa Doty, Recycling Coordinator
CC: JV Potter
Date: February 11, 2014
Re: Request for Permission to Apply for Grant for Increased School & County Office Recycling

The Watauga County Sanitation Department, Recycling Office would like to request permission from the Board of Commissioners to apply for a “2014 Community Waste Reduction and Recycling Grant” from the NC Department of Environment and Natural Resources.

Funds from this grant would be used to:

- purchase new recycling/waste containers for County Offices,
- purchase more recycling containers for Watauga County Schools,
- perform Ekland Art Center’s puppet show called ‘Jason’s Dream’,
- provide a recycling education program for all third grade classes,
- provide an educational workbook and recycling information for students to take home.

Item	Total #	Cost Per	Total Cost	County	DENR
show	10	\$420.00	\$4,200.00	\$840.00	\$3,360.00
color book	750	.59 + ship	\$470.00	\$94.00	\$376.00
cone type container	30	\$140.00	\$4,200.00	\$840.00	\$3,360.00
roll carts	20	\$100.00	\$2,000.00	\$400.00	\$1,600.00
18 gallon bins	50	\$7.50	\$375.00	\$75.00	\$300.00
small waste container	400	4.11 + ship	\$1,895.00	\$379.00	\$1,516.00
28qt recycle container for county offices	400	4.61+ ship	\$1,970.00	\$394.00	\$1,576.00
			\$15,110.00	\$3,022.00	\$12,088.00

Total Grant Request = \$15,110.00

20% County Match = \$3,022.00

AGENDA ITEM 7:

**PROPOSED ALLOCATION OF HOME & COMMUNITY CARE BLOCK GRANT
(H&CCBG) FUNDS FOR FY 2014**

MANAGER'S COMMENTS:

Ms. Angie Boitnotte will recommend accepting \$248,852 in Home and Community Care Block Grant (H&CCBG) funds for FY 2014. The required local match is \$27,650 and is present in the adopted Project on Aging's FY 2014 budget. The allocation is as detailed in Ms. Boitnotte's memo.

Board approval is requested.



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: February 11, 2014

SUBJ: Request for Board of County Commissioners' Consideration: Allocation of FY2014 Home and Community Care Block Grant funds

During the Home and Community Care Block Grant (HCCBG) FY14 budget preparation, counties were advised to use an estimated allocation that was provided by the Area Agency on Aging. Based on this estimated allocation, Watauga County was projected to receive \$253,085, which required \$28,121 in local match. The Advisory Committee made the following recommendations for the projected allocation:

HCCBG Service	HCCBG	Match
In-Home Aide	\$118,806	\$13,201
Congregate Meals	\$43,025	\$4,781
Home Delivered Meals	\$78,456	\$8,717
Transportation	\$12,798	\$1,422

In July, 2013, we were notified that our FY14 HCCBG allocation would be \$246,636, with a local match of \$27,404. This was a \$6,449 cut and included the remainder of the FFY13 cuts due to the Sequester. At the time, we were not required to prepare budget revisions as the AAA wanted to wait to see what the effects of the second year sequestration were on the allocation. In communicating with the HCCBG Committee, the \$6,449 cut was taken proportionally from IHA I & II, Home Delivered Meals and Congregate Nutrition. The allocation after that reduction was as follows:

HCCBG Service	Reduction	HCCBG	Match
In-Home Aide	\$3,225	\$115,581	\$12,842
Congregate Meals	\$1,160	\$41,865	\$4,652
Home Delivered Meals	\$2,064	\$76,392	\$8,488
Transportation*	\$0	\$12,798	\$1,422

*Transportation services were not reduced as the amount for transportation is already at the minimum level required by the Division of Aging and Adult Services.

On February 7, 2014, we were notified that our actual FY14 HCCBG allocation is \$248,852, an increase of \$2,216 from the July, 2013 allocation, but an overall reduction of \$4,233 from the original allocation. The funds require a local match of \$27,650. In discussing the allocation of these funds with the HCCBG Committee, and based on service utilization and waiting lists, it

was decided to allocate the increase to Home Delivered Meals and Congregate Nutrition in equal amounts of \$1,108. The allocation of the HCCBG funds will now be as follows:

HCCBG Service	Increase	HCCBG	Match
In-Home Aide	\$0	\$115,581	\$12,842
Congregate Meals	\$1,108	\$42,973	\$4,775
Home Delivered Meals	\$1,108	\$77,500	\$8,611
Transportation	\$0	\$12,798	\$1,422

Upon approval, these funds will become part of the Project on Aging FY 2014 budget.

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

NAME AND ADDRESS COMMUNITY SERVICE PROVIDER Watauga County Project on Aging 132 Poplar Grove Connector, Suite A Boone, NC 28607	Home and Community Care Block Grant for Older Adults County Funding Plan Provider Services Summary	DOA-732 (Rev. 2/13) County: Watauga July 1, 2013 through June 30, 2014 REVISION # 2, DATE: 2/18/14
--	---	---

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse. Rate	HCCBG Clients	Total Units
Transportation		X	12,798			//////////	1,422	14,220	0	14,220	3,042	4.6746	35	8,090
In-Home Aide I	X			92,465		//////////	10,274	102,739	0	102,739	5,562	18.4723	120	17,840
In-Home Aide II	X			23,116		//////////	2,568	25,684	0	25,684	1,390	18.4752	30	4,460
Congregate Meals	X				42,973	//////////	4,775	47,748	12,000	59,748	7,787	6.1321	425	19,000
Home Delivered Meals	X				77,500	//////////	8,611	86,111	14,000	100,111	13,898	6.1961	150	31,000
						//////////								
						//////////								
						//////////								
						//////////								
						//////////								
Total	//////////	//////////	12,798	115,581	120,473	248,852	27,650	276,502	26,000	302,502	31,679	//////////	760	80,390

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC			
Daily Care	_____	_____	Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.	_____	
Transportation	_____	_____		Authorized Signature, Title	Date
Administrative	_____	_____		Community Service Provider	
Net Ser. Cost Total	_____	_____			
	_____	_____	Signature, County Finance Officer	Date	
			Signature, Chairman, Board of Commissioners	Date	

AGENDA ITEM 8:**MAINTENANCE MATTERS*****A. Request to Renew Mowing Contract*****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will present a proposal to renew the contract with Estate Maintenance for the County's mowing service. The original contract was for three (3) years with a two (2) year extension. The contract was extended due to the excellent service rendered and no increase in the base rate. The contract is set to expire in April.

Estate Maintenance is requesting a five percent (5%) increase in the base rate and is willing to lock the rate in for a five (5) year period. The base rate would increase from \$77,000 to \$80,850 for a five (5) year period. The new base rate of \$80,850 is less than the next lowest bidder from the initial 2009 bid.

Staff is recommending the Board approve the contract with Estate Maintenance in the amount of \$80,850 effective July 1, 2014 through June 30, 2019.



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

DATE: February 3, 2014

SUBJECT: Request to Renew Mowing Contract

BACKGROUND

Estate Maintenance has been under contract with the County to provide mowing service since 2009. The original contract was for three years with a two year extension. The Commissioners granted the two year extension to the contract in 2012 due to the contractor's excellent performance and commitment to extend these services without increasing the price. The contract is set to expire in April unless another extension is granted by the Commissioners.

I spoke with the owner, Darren Wallace about the possibility of extending the contract again. Mr. Wallace told me that he would like to continue the contract, but he would have to increase his price by five percent. Currently, the base contract is for \$77,000. Another five percent would bring the amount to \$80,850. Mr. Wallace has never asked for an increase to his contract since first contracting with the County in 2009. Please note that even with the extra five percent the new amount is less than the next lowest price that we received in the 2009 bid.

RECOMMENDATION

I recommend that the County enter into an additional five year contract with Estate Maintenance for \$80,850. If you are in agreement, I will have Darren sign a new contract beginning July 1, 2014 through June 30, 2019.

CONTRACT FOR MOWING SERVICE

This agreement is made between Watauga County (Owner) and Estate Maintenance Company (Contractor). Both parties agree to the terms and conditions set forth below.

SCOPE OF CONTRACT

Contractor shall furnish all licensing, equipment, materials, labor and supervision as may be necessary to provide mowing services for Watauga County including mowing, trimming and litter removal at County facilities. The contractor shall provide these services at regular frequencies and service levels as follows:

LOCATION	AREA	MOWING FREQUENCY	HEIGHT	TRIMMING FREQUENCY	LEAF REMOVAL
Blowing Rock Davant Field 245 Clark St.	1	A	2"	A	NO
	2	B	2 ½"	B	NO
Optimist Field 1012 State Farm Rd.	1	A	2"	A	NO
	2	B	2 ½"	B	NO
	3	C	N/A	C	NO
Industrial Field Hunting Hills Ln.	1	A	2"	A	NO
	2	B	2 ½"	B	NO
Anne Marie Field 283 Hunting Hills Ln	1	A	2"	A	NO
	2	B	2 ½"	B	NO
	3	C	3 ½"	C	YES
Complex Field 231 Complex Dr.	1	A	2"	A	NO
	2	B	2 ½"	B	NO
Complex Swimming Pool 141 Complex Dr.	1	B	2 ½"	B	YES
NRSA House Oak Street	1	B	2 ½"	B	YES
Courthouse Complex 842 W. King St.	1	B	2 ½"	B	NO
West Annex 971 W. King St.	1	B	2 ½"	B	NO
	2	D	N/A	D	NO
Human Services Ctr. 132 Poplar Grove Rd. Connector	1	B	2 ½"	B	YES
	2	D	N/A	D	YES

Health Dept. 126 Poplar Grove Rd. Connector	1	B	2 ½"	B	YES
	2	C	N/A	C	YES
Law Enf. Ctr. 184 Hodges Gap Rd.	1	B	3 ½"	B	YES
Library 140 Queen St.	1	B	2 ½"	B	YES
	2	D	N/A	D	YES
Howard's Knob 604 Howard's Knob Rd.	1	C	3 ½"	C	NO
Brookshire Park 250 Brookshire Rd.	1	A	2"	A	NO
	2	C	N/A	C	NO
Ted Mackorell Soccer Complex 574 Brookshire Rd.	1	B	2 ½"	B	YES
	2	C	2 ½"	C	NO
	3	E	3 ½"	N/A	NO
Mtn. Ruritan Ballfield 1161 Hwy. 321 N, Vilas	1	A	2"	B	NO
	2	B	2 ½"	B	NO
Old Cove Creek School 207 Dale Adams Rd., Sugar Grove	1	A	2 ½"	B	NO
	2	B	2 ½"	B	NO
Western Watauga Comm. Center 1081 Old Hwy. 421 Sugar Grove	1	B	2 ½"	B	NO
Old CCC&TI 2887 Hwy. 421 N	1	C	2 ½"	C	YES
	2	E	3 ½"	E	NO
LEGEND	A	2 MOWINGS/WEEK			
	B	1 MOWING/WEEK			
	C	2 MOWING EVERY 10 DAYS			
	D	1 MOWING/MONTH			
	E	MOWING FOR HAY HARVESTING			

All clippings shall be removed from sidewalks, roads and mulch beds. Trimming shall be by mechanical or EPA approved herbicide methods.

CONTRACT TERM

The contract shall begin July 1, 2014 and continue for a period of sixty months. This contract may be renewed for an additional twenty-four months if mutually agreed upon by both parties.

CONTRACT SUM AND PAYMENTS TO CONTRACTOR

The total contract sum for annual service is not to exceed \$ 80,850 for services provided per "Bid Form A." Change Orders for additional work must be requested by the Contractor and approved by the County Manager in writing prior to the commencement of the additional work. A "Weekly Mowing Log" shall be submitted weekly to the County Maintenance Director for the purpose of documenting the Contractor's progress. The Contractor's work may be inspected by the owner and if deemed satisfactory, the Contractor may submit for progress payment. The Contractor shall apply for payment prior to the tenth of each month. Applications for payment shall be calculated by the rates listed in "Bid Form A" adjusted appropriately to reflect the Contractor's progress. Payments by the County to the Contractor shall be disbursed following the twenty-fifth of the month in which application for payment was made.

LIABILITY AND INSURANCE

The contractor shall bear all risks and liabilities for any damage to property that may be caused during the performance of this contract. Contractor shall indemnify and hold harmless the County from any claims, suits, damages, court costs and attorney fees incurred or resulting from any action or assertion against the County as may result from any allegation of negligence or liability arising from acts or omissions of Contractor or Contractor's agents or employees. Contractor shall maintain a policy of general liability insurance with coverages and limits acceptable to the County. All equipment and personnel to be used by Contractor shall be the responsibility of the Contractor and such personnel shall not be deemed to be employees of the County. Contractor shall maintain any and all workers' compensation coverage for Contractor's employees that the law requires.

Minimum limits of insurance shall be:

- General Liability – No less than \$1,000,000, with \$2,000,000 being the preferred limit per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.
- Auto Liability – No less than \$1,000,000 with \$2,000,000 being the preferred limit per occurrence combined single limit per accident per for bodily injury and property damage.
- Workers Compensation and Employers Liability – Workers Compensation as required by the State of North Carolina and Employers Liability limits of no less than \$1,000,000 for bodily injury per accident.
- Watauga County shall be listed as “Additional Insured” on each policy.

VERIFICATION OF COVERAGE

The Contractor shall furnish the County with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the County on standard form.

NON-PERFORMANCE

The County, at its sole discretion, may assess the contractor a 10% penalty for non-performance of contractual obligations. This penalty shall not limit the County from recovering damages caused by the Contractor’s errors, omissions or negligence. Additionally, if the contractor fails to perform the work in accordance with the specifications contained within this agreement, then the County may perform work to maintain the County facilities in the schedule and standards contained within this Contract. The Contractor shall reimburse the County for costs incurred by the County in exercising its right to perform the work pursuant to this contract.

TERMINATION

The Owner may terminate this contract at any time if the County, in its sole discretion, deems the Contractor's performance unsatisfactory. Additionally, the contract may be terminated if funding becomes unavailable.

MISCELLANEOUS

(a) Choice of Law and Forum. This contract shall be deemed made in Watauga County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Watauga County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in the contract shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the County's written consent, the Contractor shall not assign (which includes delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The County Manager may consent to an assignment without action of the Board of Commissioners. Unless the County otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the County's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the County's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor

that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance With Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) E-verify. The Contractor shall ensure its compliance with Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. 104-208, 110 Stat. 3009 and Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall provide all documentation which may be requested by the County, including but not limited to completion of Form I-9 for Employment Eligibility Verification, affidavits of compliance with this act, and such other documentation as the County may request from time to time. The Contractor shall not knowingly hire for employment, employ, or continue to employ an unauthorized alien.

This the _____ day of _____, _____.

WATAUGA COUNTY

By: _____

By: _____

Deron Geouque

County Manager
Watauga County Admin. Bldg.
814 West King Street
Boone, NC 28607

Date

Date

AGENDA ITEM 8:

MAINTENANCE MATTERS

B. Hwy 321 Site Evaluation

MANAGER'S COMMENTS:

Mr. Marsh will present a request to hire Valor Engineering to provide services to the County during the due diligence period of the potential property acquisition for the new ambulance station.

Staff would recommend the Board hire Valor Engineering based on their understanding of the project scope, concept, and the time constraints as imposed by the due diligence period. Should the Board wish to hire Valor Engineering, the Board would be required to exempt the project from the Qualifications-Based Selection (QBS) process. A negotiated contract is included.

Contingent upon County Attorney review, Board approval is requested to exempt the project from the Qualifications-Based Selection (QBS) process and to contract with Valor Engineering for the included services to determine the suitability of the proposed property for the new ambulance station not to exceed \$20,510.

Staff seeks Board direction.



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
DATE: February 11, 2014
RE: 321 Site Evaluation

Deron,

Please review the Proposal for Professional Site-Civil Engineering Services from Valor Engineering for a site assessment of the proposed site of a Medic Base near the intersection of highways 321N and 421W.

Parts of this site are within a regulated floodway and the potential building site will need to be elevated to provide better access for the Medic Base. Valor proposes to evaluate the site especially focusing on the area west of the creek where the new base will be built. Surveying, soil borings, septic study and location of a water supply well are items that Valor will address. The final report will include a survey with topography and locations of proposed site improvements along with a geotechnical report on the suitability of the soil to support development and a complete soil erosion control plan.

The County has used Valor Engineering on previous projects with good results. I recommend that the County enter into an agreement with Valor to provide these services. Valor is aware of the due diligence period time constraints and has indicated that the study can be completed within this period.

Please call me if you have questions regarding this recommendation.



February 10, 2014

Mr. Robert Marsh
Watauga County Maintenance Director
969 West King Street
Boone, NC 28607

**Re: Proposal for Professional Site-Civil Engineering Services:
6.5-Acre EMS Development near Willowdale Church Road in Vilas, NC**

Mr. Robert Marsh:

Valor Engineering, PLLC is pleased to submit this Proposal to Watauga County for providing Professional Engineering services for the above referenced project. Below you will find our understanding of the project and a detailed scope of basic services, additional services, and our fees.

SECTION 1: PROJECT UNDERSTANDING

Based on the information provided to us and a meeting on February 6th, 2014, we understand that you are requesting a proposal to provide site-civil engineering services for a proposed Emergency Management Station (EMS). The project shall require the layout, site design, and approval of one single story building and all necessary infrastructure improvements. Furthermore, site analysis and coordination with the Watauga County shall be required to verify all design codes for the project.

Based on our understanding of this project, Valor Engineering, PLLC made the following assumptions regarding the scope:

1. The proposed site is located within Watauga County's jurisdiction and it is not in any historic or overlay district.
2. Although the total acreage of the property is +/- 6.5 acres, the EMS station shall be located on approximately 1.0 acre along Hwy. 321.
3. The Client has requested that the building be above the Hwy. 321 road grades. Therefore, it is anticipated that fill will be imported from offsite or mined at a location on the site.
4. It is assumed that one new access drive across from Willowdale Church Road shall be provided to the site. It is assumed that this access drive shall require a driveway permit from the North Carolina Department of Transportation (NCDOT).
5. Per the meeting on 2/6/14 meeting, the development shall be serviced by a septic drain field. Valor Engineering shall apply for the septic permit and coordinate with the Watauga County Health Department on the location of the drain field. In accordance with required codes, Valor Engineering shall leave the proposed septic area undisturbed.

6. Per the meeting on 2/6/14, the development shall be serviced by a well. Valor Engineering shall coordinate with local well installers for their opinions on well location and suitability.
7. The site is within a FEMA regulated floodplain; however, it is the intent of this project to stay out of the limits of the floodway. Therefore, it is assumed no FEMA studies shall be required.
8. A stream is located on the site, and the regulatory top-of-bank shall be delineated by a professional consultant.
9. It is assumed no wetlands are located on the site.
10. No traffic study shall be required.
11. No landscape plan shall be required. The Client may landscape at his/her discretion.
12. It is assumed that stormwater conveyance shall consist of swales, inlets, and a possible driveway culvert. Per discussions with Jimmy Warren at Watauga County, no detention pond is required.
13. We anticipate that specified Watauga County entities and NCDOT shall influence the design, review, and approval process of this project.

SECTION 2: ITEMS TO BE PROVIDED BY THE CLIENT

1. Digital and hard copy of a completed Boundary, Topographic, and Utility Survey that includes items as listed on Valor Engineering's "Survey RFP Guidelines & Checklist" provided with this Proposal.
2. Geotechnical Report
3. Wetland and stream delineation
4. Title Report
5. Architectural drawings and footprints (assume 70' x 55' footprint)
6. Application, Inspection, and Permit Fees

SECTION 3: SCOPE OF SITE-CIVIL ENGINEERING SERVICES

Task 1 - Schematic Layout for Septic/Well Permit

Valor Engineering shall prepare a schematic layout for the site based upon the information provided by the client. This plan is a schematic of the proposed project that is usually drawn with tax maps or GIS information. This plan does not include utilities or any other data obtained with a formal survey, and is merely to illustrate how the site may layout in the space provided to us. Once this plan is complete and reviewed by the Client, the plan shall be used to submit a septic and well permit application to Watauga County. Valor Engineering shall then coordinate with local well drillers and the Watauga County Health Department to appropriately locate the proposed septic system and well.

Task 2 - Boundary & Topographic Survey

Concurrent with Task 1, a subconsultant of Valor Engineering shall prepare a survey for the proposed site. The survey shall include all +/- 6.5 acres and shall be tied to the NVAD 88' datum. Surveyed information shall include:

- Topographic contours (1 or 2 ft intervals)
- Boundary/Property Lines and dedicated rights-of-way
- Aboveground visible utilities
- Underground utilities as located by 811
- Improvements (buildings, fences, walkways, etc.)
- Adjacent Roadways and streets
- Regulatory Top-of-Bank flagging (after delineation)
- Overlay of Floodplain information

The survey shall be provided to the Client in digital format (CAD, pdf) and hard copy.

Task 3 - State Waters Top-of-Bank Delineation

Concurrent with Tasks 1 and 2, a subconsultant of Valor Engineering shall perform a regulatory top-of-bank delineation for the "river left" portion of Brushy Fork creek adjacent to the proposed building site (approximately 500 L.F). The subconsultant shall then flag these limits for the surveyor and complete applicable ACOE and NCDENR classification forms.

Task 4 - Geotechnical Subsurface Exploration

Concurrent with Tasks 1, 2, and 3, a subconsultant of Valor Engineering shall perform a geotechnical subsurface evaluation for the proposed building and drive/parking area. The investigation shall include 4 soil test borings to be advanced to a depth not to exceed 20' below existing ground. These soils shall be tested for bearing strength, etc. and these results shall be used to provide foundation design recommendations for the proposed building and parking areas.

Task 5 - Preliminary Site Plan

Based on the Client's and Watauga County Health Department's approval of the Schematic Layout and completion of the survey, Valor Engineering shall prepare a Preliminary Site Plan that could be used as a foundation for future construction documents. The Client approved Schematic Layout shall be superimposed into the survey and adjusted per finalized boundary/topographic information, final septic field location, final well location, and any title encumbrances. Once this plan is complete, "brainstorming" meetings or conference calls are anticipated with the Client to discuss any advantageous modifications.

Task 6 - Site/Civil Construction Documents

Pending the Client's approval of the Preliminary Site Plan, Valor Engineering shall prepare and process stamped, sealed, and signed construction drawings for the development. Plans shall

conform to all applicable municipal requirements, including Watauga County and any other municipality reviewing the plans. The construction plans should include, but are not necessarily limited to the following:

- Cover Sheet - including plan contents, vicinity map, utility providers' contact information, and other information as required by the jurisdiction.
- Demolition Plan- including existing trees, vegetation, buildings, and any other existing structures to be removed; establish tree protection areas and limits of clearing.
- Site Geometry Plan - including building setbacks, buffers, parking geometry dimensions and data, parking and pavement markings, boundary dimensions, and location of physical improvements such as sidewalks, driveways, etc.
- Paving, Grading, and Drainage Plan - including proposed contours and spot shots of roads, drainage ways, parking areas, retaining walls, and establishment of building floor elevations. Hatched areas representing required pavement sections shall be provided on this plan. Storm water inlet and pipe selection as well as locations of structures, inlets, and the pipe network shall be shown. Furthermore, stormwater profiles, capacity computations, and HGL computations shall be provided.

It is assumed that all segmental block retaining walls will be design/build by the site contractor and wall profiles can be provided to the client and/or wall subcontractor, if necessary, as an additional service. The design of any alternative retaining walls (poured concrete, stack block, etc) shall be provided by Valor Engineering as an additional service.

- NCDOT Permit Plans - including driveway layout and design, off-site improvement design (if required) sight distance calculations, Right-of-Way drainage system design, and maintenance of traffic (MOT) details.
- Utility Plan (Sanitary Sewer/Watermain Design)- including design of building laterals connecting to existing and/or proposal mains in coordination with project architect and mechanical engineer.
- Erosion and Sediment Control Plans - Valor Engineering shall prepare an initial, intermediate, and final erosion and sediment control plan for the proposed project as required by the local jurisdiction and NPDES. All BMP designs shall be consistent with the Manual for Erosion and Sediment Control in North Carolina.
- Construction Details - including special construction details, typical sections, drainage details, outlet control structure details, utility details, erosion control details, and any other applicable jurisdictional details.

Task 7 - Permitting

With Client assistance, the following services shall be provided:

- Attend pre-submittal meeting with jurisdiction (as required)
- Prepare and submit, on the Owner's behalf, required permitting packages for the issuance of a jurisdictional land disturbance permit (LDP) and all NCDOT permits.

- Monitor and respond to agency comments, as required, to expedite permit issuance. This phase shall include any jurisdictional “walk-through” process in order to obtain department approvals.

Responses to requests for additional information beyond what is normal and customary and responding to permitting issues beyond our control are outside this scope of service and will be provided, as needed, as an Additional Service only after prior written authorization by the Client. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

Task 8 – Construction Phase Services

Valor Engineering shall be prepared to quickly resolve and assist with any construction or design issues that arise during construction. Valor Engineering, PLLC will provide the following services if required by the reviewing authority and/or requested by the Client:

- A representative from Valor Engineering will attend one preconstruction kick-off meeting with the general contractor and subcontractors.
- Provide for review and approval of shop drawings and submittals required for the site improvements controlled by our design documents. The parties involved at the preconstruction kick-off meetings will establish shop drawing review procedures and time frames.
- Provide for review and comply with contractors’ request to resolve unforeseen “field” condition problems that may require adjustments to the site design. These requests include requests for further information submitted to the architect pertaining to our scope of services.
- Site visits including four site progress/inspection visits and two punch list inspections as requested by the Client.
- Provide a review of “as-built” documents and assist with obtaining final inspections and applying for necessary project completion documents.
- Coordinate with site superintendent and inspectors during construction phase to assist in all necessary approvals required for the issuance of a CO.

SECTION 4: ADDITIONAL SERVICES

1. Plan modifications due to Client requests subsequent to design commencement including architectural changes or zoning ordinance changes.
2. Sanitary sewer pump station design
3. Foundation design
4. Floodplain Studies and FEMA map revisions
5. ACOE and/or EPD permit plans
6. Site Lighting Plan
7. Changes to Construction Drawings outside the scope of services and/or after receipt of a development permit

SECTION 5: FEES

Task	Task Fee
Task 1 – Schematic Layout for Septic/Well Permit	\$ 750.00
Task 2 – Boundary & Topographic Survey	\$ 9,760.00
Task 3 – State Waters Top-of-Bank Delineation	\$ 500.00
Task 4 – Geotechnical Subsurface Exploration	\$ 2,600.00
Task 5 – Preliminary Site Plan	\$ 500.00
Task 6 – Site/Civil Construction Documents	\$ 5,500.00
Task 7 – Permitting	\$ 900.00
Total:	<u>\$20,510.00</u>
Task 8 – Construction Phase Services (as needed)	\$ HOURLY

For all tasks, direct reimbursable expenses, such as express mail, reproduction of project drawings, and other direct expenses will be billed at 1.10 times cost. Payment will be due within 20 business days of the date of the invoice.

SECTION 6: HOURLY RATE SCHEDULE

Project Engineer	\$ 110/hour
Drafter	\$ 55/hour
Clerical	\$ 45/hour

AGREEMENT TO PROPOSAL & STANDARD TERMS

If you agree to the terms of this Proposal and Standard Terms and Conditions and wish to direct us to proceed with the services, please have authorized persons execute this agreement in the spaces provided below, retain one copy, and return a copy to our office for further processing.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,

Valor Engineering, PLLC

By: 
(Signature)

Name: Jason Gaston, P.E.

Title: President

Date: February 10, 2014

Robert Marsh

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:

**Watauga County
969 West King Street
Boone, NC 28607
Attn: Mr. Robert Marsh**

**VALOR ENGINEERING, PLLC
STANDARD TERMS AND CONDITIONS**

1. Scope and Term.

1.1 Valor Engineering will provide services to Client only as specifically described in the letter agreement (the "Letter Agreement") subject to these Standard Terms and Conditions (this "Agreement"). If requested by the Client and agreed to by Valor Engineering, Valor Engineering will perform additional services ("Additional Services") at Valor Engineering's then current hourly rates and subject to the terms of this Agreement. The description of work to be performed by Valor Engineering under the Letter Agreement and this Agreement ("Work") will be set forth in a written agreement executed by both parties. This Agreement will commence on the agreed upon date and will continue in effect until completion of all Work, unless earlier terminated as set forth herein. Except as set forth in the Letter Agreement, Valor Engineering will provide its own tools, materials, equipment and other business items necessary to perform the Work. Valor Engineering will deliver any reports or other deliverables to be delivered in connection with the Work and listed in the Letter Agreement F.O.B. Valor Engineering's facility. Client will pay all freight forwarding, shipping, and insurance charges.

1.2. When included in Valor Engineering's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Valor Engineering's experience and qualifications and represent Valor Engineering's judgment as a professional generally familiar with the industry. However, since Valor Engineering has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Valor Engineering will not and does not guarantee that proposals, bids, or actual construction cost will not vary from Valor Engineering's opinions or estimates of probable construction costs.

2. Terms of Payment. Except as specifically set forth in the Letter Agreement, the following terms of payment will apply: Following the close of each calendar month, Valor Engineering will submit to Client an itemized invoice for all of the applicable amount(s) due hereunder, including without limitation any reimbursable expenses. Payment will be due 25 days from date of invoice and will be payable only in U.S. dollars. All past due amounts will accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater. Valor Engineering may, after 3 days' written notice to Client, suspend Work under this Agreement, without liability; until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith. All time-and-expense or reimbursable costs are estimates only and are not to be considered as maximums, caps or limits. Upon request, Valor Engineering will provide Client with written receipts or documentation verifying expenses or reimbursable costs. Amounts invoiced exclude, and Client will pay, all sales, use, transfer, value-added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Work performed, except those based solely on Valor Engineering's net income.

3. Ownership. Each party will retain title to all of its respective Confidential Information as defined in Section 6.1 below, whether developed before, during, or after the Work. Subject to the provisions of this Section 3, Client agrees that any and all deliverables, plans, diagrams, drawings, specifications, documentation, and other materials delivered to Client hereunder, together with all ideas, concepts, know-how, techniques, inventions, discoveries or improvements, including but not limited to computer software, whether in object code or source code form, developed by Valor Engineering and arising out of or relating to the Work (collectively referred to as the "Work Product") are the property of Valor Engineering and Valor Engineering hereby grants Client a nonexclusive, nontransferable license for internal use of the Work Product for the purposes set forth in this Agreement and the Letter Agreement. Valor Engineering will retain all right, title and interest in and to the Work Product, except to the extent that the Work Product contains any Client Confidential Information to which Client will retain all right, title and interest. Valor Engineering expressly reserves the right to perform similar work for other customers, provided Valor Engineering will not license or otherwise convey or disclose the Client Confidential Information to a third party (except as provided herein). Client will own the Client Confidential Information, even to the extent such Client Confidential Information incorporates any Modifications. The Modifications made by Valor Engineering are developed from Valor Engineering's confidential and proprietary information, know-how, and expertise and may have been developed prior to execution of the Work to be provided under this Agreement. Except to the limited extent provided above, Valor Engineering owns all rights in and to the Modifications and will not be prohibited from using the Modifications, or from developing similar modifications, in performing service work for its other customers. The term "Modifications" means any change by Valor Engineering to the Client's Confidential Information. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Valor Engineering. Files in electronic media format or text, data, graphic or other types that are furnished by Valor Engineering to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's sole risk. When transferring documents in electronic media format, Valor Engineering makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Valor Engineering at the beginning of this engagement.

4. Indemnification. Client will defend, indemnify and hold Valor Engineering, its employees, agents and subcontractors harmless from and against any and all losses, expenses and claims (including those of third parties) for death, personal injury, or property damage caused by the gross negligence or willful misconduct of Client, its employees, agents or subcontractors. Valor Engineering will defend, indemnify and hold Client, its employees, agents, and subcontractors harmless from and against any and all losses, expenses and claims (including those of third parties) for death, personal injury, or property damage caused by the gross negligence or willful misconduct of Valor Engineering, its employees, agents or subcontractors.

5. Termination. Client or Valor Engineering may terminate this Agreement for any reason by giving the non-terminating party seven days written notice prior to the proposed termination; provided, however, Valor Engineering may terminate this Agreement for failure by Client to make payments in accordance with this Agreement for all Work and Additional Services, if any, by providing Client written notice of such termination and such payment is not made within three days of such notice. In the event of termination by either party for any reason, Client will pay Valor Engineering for all Work and Additional Services, if any, performed up to the date of termination.

6. Confidentiality.

6.1. "Confidential Information" as used in this Agreement will mean any and all confidential and proprietary technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and formulae related to the current, future and proposed products and services of each of the parties and/or its customers and/or vendors, including, without limitation, information concerning product or process research and development, design details and specifications, engineering, financial data, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans.

6.2. Each party acknowledges that in the performance of any Work it may be supplied with Confidential Information of the other party. Each party will treat, protect, and safeguard as proprietary and confidential this Agreement and all Confidential Information disclosed to the other under this Agreement using at least as great a degree of care as used to maintain the confidentiality of its own most Confidential Information, but in no event less than a reasonable degree of care. Except with specific prior written authorization, each party will not use, either directly or indirectly, any of the other party's Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the Work. Each of the parties agrees that it will disclose the other party's Confidential Information only to its employees who need to know such information, provided that such employees are bound by terms and conditions protecting such Confidential Information substantially similar to those of this Agreement. Each party acknowledges that the disclosure of any Confidential Information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured party may not have an adequate remedy at law. Accordingly, either party may obtain injunctive relief against the breach or threatened breach of any of the foregoing undertakings in addition to any other legal remedies that may be available, and each party hereby consents to the obtaining of such injunctive relief.

6.3. The above restrictions will not apply to any Confidential Information which (a) is rightfully known or is in the rightful possession of the receiving party as of the date of its disclosure by the disclosing party; (b) is in the public domain or generally distributed or made available to others by the disclosing party following the date of its disclosure by the disclosing party without restriction as to use or disclosure; (c) lawfully becomes known or available to the receiving party from third parties who are not under a similar agreement directly or indirectly with the disclosing party regarding disclosure; (d) independently developed by the receiving party as evidenced by its written records, or (e) is required to be disclosed to enforce the terms of this Agreement or by applicable law, provided the receiving party will notify the disclosing party as soon as reasonably possible prior to such disclosure to afford the disclosing party an opportunity to object or to seek a protective order.

7. Limited Warranty.

7.1. During the term of the applicable Work, Valor Engineering warrants that any service rendered by Valor Engineering during such time will be of workmanlike and professional quality, performed with the care and skill ordinarily used by other members of Valor Engineering's profession practicing under similar conditions, and the Work Product delivered hereunder will substantially conform to the agreed specifications in the Letter Agreement. In the event Client identifies a non-conformity with the applicable specifications within ten (10) days of the completion of the Work and Valor Engineering confirms such non-conformity is due to its failure to deliver the Work in accordance with the applicable specifications, Valor Engineering will, at no additional charge, take reasonable commercial efforts to correct such non-conformity.

7.2. VALOR ENGINEERING DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VALOR ENGINEERING DOES NOT WARRANT THAT THE SERVICES OR WORK WILL BE ERROR-FREE. VALOR ENGINEERING'S SOLE LIABILITY UNDER SECTION 7 WILL BE TO RE-PERFORM ANY SERVICE OR WORK WHICH FAILS TO CONFORM TO THE WRITTEN SPECIFICATIONS. IN NO EVENT WILL VALOR ENGINEERING'S LIABILITY UNDER THIS SECTION 7 EXCEED THE AMOUNT PAID BY CLIENT FOR THE SERVICES OR WORK PROVIDED WHICH GAVE RISE TO THE CLAIM HEREUNDER.

8. Limitation of Liability.

8.1. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, VALOR ENGINEERING WILL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR DATA WITH RESPECT TO ANY CLAIMS REGARDING THE SERVICES OR WORK TO BE PROVIDED HEREUNDER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

8.2. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, VALOR ENGINEERING'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES WILL NOT EXCEED, WITH RESPECT TO ANY ONE WORK ASSIGNMENT AS DESCRIBED IN THE LETTER AGREEMENT, THE TOTAL COMPENSATION ACTUALLY PAID BY CLIENT AND RECEIVED BY VALOR ENGINEERING FOR SUCH WORK, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, CONTRIBUTION, TORT, OR OTHERWISE.

8.3. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT OR THE LETTER AGREEMENT, IF THE LETTER AGREEMENT PROVIDES FOR THE DELIVERY OF ANY CONSTRUCTION PHASE SERVICES BY VALOR ENGINEERING, CLIENT ACKNOWLEDGES AND AGREES THAT THE GENERAL CONTRACTOR HIRED BY CLIENT IS SOLELY RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT AND VALOR ENGINEERING WILL NOT BE LIABLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES EMPLOYED BY SUCH GENERAL CONTRACTOR OR FOR ANY AND ALL ACTS OR OMISSIONS OF ANY SUCH GENERAL CONTRACTOR, SUBCONTRACTOR, SUPPLIER OR OTHERWISE WITH RESPECT TO ANY CONSTRUCTION PHASE SERVICES PROVIDED BY VALOR ENGINEERING HEREUNDER.

8.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT OR THE LETTER AGREEMENT, VALOR ENGINEERING'S SCOPE OF WORK DOES NOT NOR WILL NOT INCLUDE ANY SERVICES RELATED TO THE ENVIRONMENTAL REVIEW OR SUITABILITY OF ANY CLIENT PROJECT, INCLUDING WITHOUT LIMITATION, THE PRESENCE OF ASBESTOS, PCBs, PETROLEUM, HAZARDOUS WASTE OR RADIOACTIVE MATERIALS OR COMPLIANCE WITH ANY ENVIRONMENTAL HEALTH OR SAFETY LAWS. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT IS SOLELY RESPONSIBLE AND LIABLE FOR ASSESSING ANY ENVIRONMENTAL HEALTH OR SAFETY ISSUES WITH RESPECT ANY AND ALL CLIENT PROJECTS AND THAT VALOR ENGINEERING IS IN NO EVENT LIABLE FOR ANY ENVIRONMENTAL REVIEW OR CLAIMS.

9. Subcontracting. Valor Engineering may subcontract its obligations under this Agreement to a third party reasonably acceptable to Client, so long as Valor Engineering remains responsible for the subcontractor's work under the terms of this Agreement, and the third party subcontractor agrees to be bound by terms substantially similar to those in this Agreement.

10. Independent Contractor. Both parties agree that Valor Engineering is an independent contractor in relation to Client, and will not be considered an agent or servant of Client. It is agreed that Valor Engineering will have the right to control the details of its Work. Client and Valor Engineering agree that in no respect will any employee of Valor Engineering be an employee of Client.

11. Force Majeure. Except for payment obligations hereunder, neither party will be liable for failure to perform any of its obligations hereunder where such performance is prevented or interfered with by riots, wars or hostilities between any nations, acts of God, acts of terrorism, fires, storms, floods, earthquakes, strikes, labor disputes, shortages or delays of carriers, shortages or curtailments of raw materials, labor, power or other utility services, and other cause beyond the reasonable control of the parties hereto; provided, in the event a force majeure event delays a party's performance by more than thirty (30) days, the other party will have the right to terminate this Agreement by providing written notice thereof to the delayed party. This provision will not be construed as relieving either party from its obligation to pay any sums due the other party.

12. Miscellaneous. This Agreement together with the Letter Agreement is the exclusive statement of the agreement between the parties with respect to the matters set forth herein, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, with respect to the subject matter hereof. Variance from, or additions to, the terms and conditions of this Agreement in any purchase order or other written notification from Client will be of no effect. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of laws rules. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Without prior written consent of the non-assigning party, neither party may assign this Agreement. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party in a final judgment, as determined by the court, in addition to any other rights or remedies available to it, will be entitled to recover attorneys' fees, expert witness fees and other expenses related to such action.

13. E-verify. The Contractor shall ensure its compliance with Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. 104-208, 110 Stat. 3009 and Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall provide all documentation which may be requested by the County, including but not limited to completion of Form I-9 for Employment Eligibility Verification, affidavits of compliance with this act, and such other documentation as the County may request from time to time. The Contractor shall not knowingly hire for employment, employ, or continue to employ an unauthorized alien.

AGENDA ITEM 8:**MAINTENANCE MATTERS*****C. Bid Award Request for Construction of Restrooms at Rocky Knob Park*****MANAGER'S COMMENTS:**

Mr. Marsh will present the bids for the Rocky Knob Park restrooms. The bids were due Thursday, February 13, 2014. Seven (7) bids were received and a bid summary is included in your packets. Kanipe Construction of Vilas was the lowest responsive bidder in the amount of \$107,173. Mr. Marsh is recommending the Board accept Kanipe Construction's bid and also the Alternate 1 Deduct. The Alternate 1 Deduct utilizes concrete in place of flagstone for the walkway. The total bid exercising the alternate deduct is \$99,596.20.

Staff would recommend the Board approve Kanipe Construction's bid in the amount \$99,596.20 which includes the Alternate 1 Deduct in the amount of \$7,576.80 contingent upon County Attorney review and TDA approval and funding at their February 20, 2014 meeting.

Board action is requested.



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: Rocky Knob Bathroom Project

DATE: February 13, 2014

The Maintenance Department received bids today for the Rocky Knob Park Bathroom Project. The bid opportunity was advertised in the Watauga Democrat and Mountain Times newspapers. Seven contractors submitted bids.

BIDDER	CERTIFIED CHECK OR BID BOND	BASE BID	ALTERNATE 1 DEDUCT
Houck Contracting Hickory, NC	Bid Bond	136,275	3,200
MBI Builders North Wilkesboro, NC	Bid Bond	155,000	5,000
Wishon & Carter Builders Yadkinville, NC	Bid Bond	159,057	8,459
Greene Construction, Inc. Boone, NC	No Bid Bond No Check		
Brushy Mountain Builders, Inc. Lenoir, NC	Bid Bond	126,806	5,000
Douglas L. McGuire Construction Company, Inc. Boone, NC	Bid Bond	163,476	3,400
Kanipe Construction Vilas, NC	Bid Bond	107,173	7,576.80

Kanipe Construction Company submitted the low bid of \$107,173 Base Bid and a Deductive Amount of \$7,576.80 for Alternate 1. I have reviewed Mr. Kanipe's bid packet and checked the status of his contractor's license and found both to be in good order. Mr. Kanipe said that he expects a mid-April start and an August 2014 completion. I recommend the low bidder, Kanipe Construction for your consideration for the Base Bid of \$107,173 less Alternate 1 (\$7,576.80) for a total amount of \$99,596.20.

COUNTY OF WATAUGA
CONSTRUCTION CONTRACT
ROCKY KNOB BATHROOM PROJECT

SECTION E

This AGREEMENT made this _____ day of _____, 20__ by and between the County of Watauga, hereinafter referred to as the "County," and _____ hereinafter referred to as the "Contractor," witnesses that the County and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

1.1. The work is generally described as construction of a bathroom facility, The Contractor shall furnish all labor and materials necessary to facilitate a finished product as described in the Contract documents. The Contractor shall also provide a one-year warranty on all materials and workmanship, which shall commence upon final acceptance of the work by the County.

2. Engineer:

2.1. The Project has been initiated by the Maintenance Director who is hereinafter referred to as the "Engineer," and who is to act as the County's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

3.1. The work will be completed by August 31, 2014.

4. Contract Price:

4.1. Contractor's price includes all work incidental to or normally associated with the type of work in this contract.

4.2. The County shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

\$ _____ construction of the Rocky Knob Bathroom Project.

5. Payment Procedures:

5.1. The Contractor may submit Applications for Payments at thirty (30) day intervals and a final payment upon the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the County will make payment within thirty (30) days from the request for payment.

6. Contractor's Representations:

6.1. In order to induce the County to enter into this agreement, the Contractor makes the following representations:

6.1.1. The Contractor has familiarized himself with the nature and extent of the work, the Contract Documents, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.1.2. The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable by the Contractor.

7. Contract Documents:

7.1. The Contract Documents which comprise the entire agreement between the County and the Contractor concerning the Work, consist of the following:

1. Cover Sheet,
2. Section A, Advertisement for Bids,
3. Section B, Instructions to Bidders and General Conditions,
4. Section C, Specifications and Project Description,
5. Section D, Proposal,
6. Section E, Agreement

7.2. There are no Contract Documents other than those listed in the Article 7.1. The Contract Documents may only be amended, modified or supplemented as provided for through a fully executed change order as agreed to by both parties of this Agreement.

8. Miscellaneous:

8.1. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of

the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.2. The County and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9. Other Considerations:

- 9.1. IN WITNESS WHEREOF, the County and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the County and the Contractor.
- 9.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the County of all the work therein.

COUNTY OF WATAUGA

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(SEAL)

(SEAL)

Attest: _____

Attest: _____

Date: _____

Date: _____

Address for giving Notices:

Address for giving Notices:

County of Watauga
814 West King Street, Suite 205
Boone, NC 28607

APPROVED AS TO FORM:

County Attorney

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF WATAUGA

Nicolas Kanipe (the individual attesting below), being duly authorized by and on behalf of Kanipe Construction (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

- a. YES , or
- b. NO

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 13 day of Feb., 2018

[Handwritten Signature]

Signature of Affiant
Print or Type Name: Nicolas Kanipe

State of North Carolina County of Watauga

Signed and sworn to (or affirmed) before me, this the 13th day of February, 2018

My Commission Expires: January 2, 2018

Carolyn M. Henderson Carolyn M.
Signature of Notary Printed Name of Notary
Henderson

(Affix Official/Notarial Seal)

CAROLYN M. HENDERSON
Notary Public
Watauga Co., North Carolina
My Commission Expires Jan. 2, 2018

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AGENDA ITEM 9:**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE FOLLOWING ORDINANCES AS RECOMMENDED BY THE WATAUGA COUNTY PLANNING BOARD:**

- A. Ordinance to Regulate High Impact Land Uses*
- B. Flood Damage Prevention Ordinance*
- C. Ordinance to Regulate Junkyards and Automotive Graveyards*
- D. Ordinance to Regulate Wind Energy Systems*
- E. Ordinance to Govern Structures on Land Adjacent to National Park Service Land*
- F. Ordinance to Govern Subdivisions & Multi-Unit Structures*
- G. Ordinance to Regulate Signs*
- H. Height of Structures Ordinance*
- I. Manufactured Home Parks Ordinance*

MANAGER'S COMMENTS:

In September the Board amended the County ordinances adopted under zoning authority to comply with Session Law 2013-126 of the North Carolina General Assembly. Mr. Furman was made aware through the North Carolina School of Government that one section of the new law regarding variances also applies to other development ordinances that were adopted under general ordinance making authority. Subsequently, Mr. Furman presented the proposed amendments to the County Planning Board of the nine (9) ordinances (listed above) in which the Planning Board recommended approval to the Board of Commissioners with minor changes.

Mr. Furman has included the proposed amendments along with a North Carolina School of Government bulletin detailing the issue at hand. Mr. Furman has instructed that the Board ignore the bottom half of page 5 of the bulletin as it is not applicable. According to Mr. Furman the proposed amendments are mostly wording changes to standardize the ordinances and to bring them in compliance with state statutes. A key point to note is that the Board of Commissioners will no longer hear variance requests and the Board of Adjustments would be the primary variance granting Board. The recommendation is based on the fact that the Board of Adjustment is trained for such cases and operates in a quasi-judicial manner. The Planning Board would continue to hear variances related to the subdivision regulations and the manufactured home park ordinances as the Board currently reviews plans submitted for these ordinances. The Board of Commissioners would hear appeals of the Planning Board decisions under the subdivision regulations and the manufactured home park ordinances as well as the wind energy ordinance.

Per Commissioner request, a public hearing has been scheduled on the proposed amendments to the above County Ordinances. Upon conclusion of the hearing the Board may adopt the ordinances as presented, make changes to the ordinance, or request the Planning Board to review the Ordinances with proposed changes from the Board.

Staff seeks direction from the Board.

STAFF REPORT**VARIOUS ORDINANCE TEXT AMENDMENTS**

Necessitated by S.L. 2013-126 “An Act to Clarify and Modernize Statutes Regarding Zoning Boards of Adjustment”



TO: County Planning Board
Board of County Commissioners

FROM: Planning & Inspections Department Staff

DATE: January 27, 2014

RE: Legislation affecting local ordinances that involve the Board of Adjustment **and other Boards making quasi-judicial decisions.**

SYNOPSIS:

In September 2013, staff presented ordinance amendments necessitated by S.L. 2013-126, the modernization of zoning board of adjustment statutes. We recently learned that the impact of this legislation goes beyond ordinances and procedures that involve the board of adjustment. This legislation applies to actions taken by **any board** acting in a quasi-judicial capacity and applies to **any ordinance** dealing with land use or development, even those adopted under general ordinance making authority (non-zoning ordinances).

SUMMARY:

Because Watauga County has adopted several non-zoning ordinances that provide for administrative reviews of staff decisions (appeals) or requests to vary provisions of the ordinance (variances, special exceptions, etc.), the new legislation necessitates amendments to those ordinances. In addition, special rules apply to making decisions that are quasi-judicial in nature. The Board of Commissioners is authorized by statute to delegate quasi-judicial decision making to the Board of Adjustment, the first board in local government specifically authorized by statute and especially trained to deal with aspects of quasi-judicial decision making.

Affected ordinances include:

- 1) Ordinance to Regulate High Impact Land Uses
- 2) Flood Damage Prevention Ordinance
- 3) Ordinance to Regulate Junkyards and Automotive Graveyards
- 4) Ordinance to Regulate Wind Energy Systems
- 5) Ordinance to Govern Structures on Land Adjacent to National Park Service Land
- 6) Ordinance to Govern Subdivisions & Multi-Unit Structures
- 7) Ordinance to Regulate Signs
- 8) Height of Structures Ordinance
- 9) Manufactured Home Parks Ordinance

PUBLIC HEARING AND NOTICE:

Prior to taking action on many of the proposed amendments that follow, the Board of Commissioners must hold a duly advertised public hearing.

PLANNING BOARD RECOMMENDATION:

The Planning Board will review and comment on the proposed amendments prior to the public hearing. No plan consistency statement is necessary as local ordinance making authority in North Carolina is derived from and limited by State law.

COUNTY COMMISSIONERS ACTION:

The Commissioners' approval of these amendments is considered both reasonable and in the public interest because the County is obliged to comply with state law.

The following pages contain proposed amendments to affected Country ordinances. The text proposed to be removed is shown ~~struck-through~~ and new text proposed is shown in **bold** print.

1) ORDINANCE TO REGULATE HIGH IMPACT LAND USES

ARTICLE IV PERMIT REQUIRED

Section 1. Permitting Process.

(a) Development Permits Required

No building or other structure subject to this ordinance shall be erected, moved, added to, or structurally altered without a Development Permit having been issued by the Ordinance Administrator. No building permit shall be issued except in conformity with the provisions of this ordinance. ~~or as duly authorized by the Board of Commissioners upon timely appeal pursuant to Article V of this ordinance.~~

Section 2. Appeal of Permit Denial.

If a Development Permit is finally denied, the applicant may appeal the action of the Ordinance Administrator to the Board of ~~Commissioners~~ **Adjustment**, as specified in Article V. Notice of appeal must be received in writing by the Clerk for the Board of Commissioners within ~~twenty (20)~~ **thirty (30)** days of the final decision of the Ordinance Administrator or notice to the applicant of the decision, whichever is later. Appeals received after this ~~twenty (20)~~ **thirty (30)** day period are not timely and shall not be considered.

ARTICLE V APPEALS AND VARIANCES

Section 1. Board of ~~Commissioners~~ **Adjustment**. The Watauga County Board of ~~Commissioners~~ **Adjustment**, as established by N.C.G.S. § 153A-25 ~~et seq.~~ shall hear all appeals, requests for variances, and all challenges to the decision or interpretation of the Ordinance Administrator.

Section 2. ~~Powers of Board of Commissioners~~ **Adjustment Powers**. The Board shall have the following powers:

- (a) To hear **and** decide ~~and review~~ appeals from any **final binding** order, requirement, ~~decision~~, or determination made by the Ordinance Administrator ~~in the performance of its duties~~ **charged with enforcement of the ordinance**; and
- (b) To hear and decide applications for variances from the requirements of this Ordinance in accordance with Article V, Section 5. Nothing in this Section shall be construed to broaden the power of the Board to permit a use by variance beyond that power given in Article V, Section 5 below.

Section 3. Administration. The Board shall adopt rules of procedures and regulations for the conduct of its affairs.

Section 4. Quorum and Vote Required.

~~A quorum of the Board, necessary to conduct any business of the Board, shall consist of four-fifths of the total membership of the Board. The concurring vote of a simple majority of the total membership of the Board shall be necessary in order to:~~

- ~~(a) Reverse any order, requirement, decision or determination of the Ordinance Administrator;~~
- ~~(b) Decide in favor of the applicant any matter upon which it is required to pass by this Ordinance; or~~
- ~~(c) Approve an application for a variance~~

A concurring vote of a simple majority of the members shall be required to decide upon all matters to come before the board. For the purpose of this subsection, vacant positions on the board and members who are disqualified from voting shall not be considered members of the board for calculation of the requisite majority.

Section 5. Application of the Variance Power.

~~A variance shall only be allowed by the Board of Commissioners in cases involving practical difficulties or unnecessary hardships. Any authorizing of a variance shall not destroy the intent of the ordinance. Any authorized variance shall be recorded in the minutes of the Watauga County Board of Commissioners. A hardship, as used in the context of this section, shall be considered to be some unique or unusual character of the proposed site, including but not limited to unique size, shape, contour, or distance requirement. An economic hardship to the applicant is not to be considered for a variance.~~

~~The Board may grant a variance upon finding that the following conditions exist:~~

- ~~1) Extraordinary and exceptional conditions exist pertaining to the particular place or property in question because of its size, shape, or topography.~~
- ~~2) The variance will not confer upon the applicant any special privileges that are, or would be, denied to other similarly situated individuals.~~
- ~~3) This ordinance would deprive the applicant of rights commonly enjoyed by other similarly situated individuals.~~
- ~~4) The variance would not seriously deter from the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.~~
- ~~5) The special circumstances causing the need for variance(s) are not the fault of the applicant.~~

When unnecessary hardships would result from strict application of the ordinance, upon application by an aggrieved party with standing, the Board of Adjustment may hold a hearing pursuant to NCGS §160A-388 (a2) and may grant variances to the provisions of the ordinance in accordance with the standards and procedures established in NCGS §160A-388(d), and as established by County policy.

The Board may impose reasonable conditions upon the granting of any variance in order to protect the public interest or neighboring property owners. Violation of any such conditions shall be a violation of this ordinance and subject to the penalties set forth in Article VI of this ordinance.

ARTICLE VI ENFORCEMENT AND PENALTIES

Section 5. Ordinance Amendments. This Ordinance may be amended by the Board of Commissioners following a public hearing on the proposed changes. The Board shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published the first time not less than 10 days nor more than 25 days before the date fixed for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included.

Should any Federal or State regulation or statute incorporated herein by reference or otherwise referred to herein, be changed or amended, or should either require or mandate a different procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new, additional or amended requirements.

2) FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE 3. GENERAL PROVISIONS.

SECTION I. AMENDMENTS

This Ordinance may be amended by the Board of Commissioners following a public hearing on the proposed changes.

Should any Federal or State regulation or statute incorporated herein by reference or otherwise referred to herein, be changed or amended, or should either require or mandate a different procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new, additional or amended requirements.

ARTICLE 4. ADMINISTRATION.

SECTION D. CORRECTIVE PROCEDURES.

(4) Appeal: Any owner who has received an order to take corrective action may appeal the order to the ~~local elected governing body~~ **Board of Adjustment** by giving notice of appeal in writing to the Floodplain Administrator and the Clerk **to the Board of Commissioners** within ~~ten (10)~~ **thirty (30)** days following issuance of the final **binding** order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The ~~local governing body~~ **Board of Adjustment** shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

(5) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the ~~governing body~~ **Board of Adjustment** following an appeal, the owner shall be guilty of a misdemeanor and shall be punished at the discretion of the court.

SECTION E. VARIANCE PROCEDURES.

(1) The Board of Adjustment as established by Watauga County, hereinafter referred to as the “appeal board”, shall hear and decide requests for variances from the requirements of this ordinance. **When unnecessary hardships would result from strict application of the ordinance, upon application by an aggrieved party with standing, the Board of Adjustment may hold a hearing pursuant to NCGS §160A-388 (a2) and may grant variances to the provisions of the ordinance in accordance with the standards and procedures established in NCGS §160A-388(d), and as established by County policy.**

3) ORDINANCE TO REGULATE JUNKYARDS AND AUTOMOTIVE GRAVEYARDS

VIII. REMEDIES AND PENALTIES FOR VIOLATION

D. Appeal. Any person who receives a notice of violation may, within ~~ten (10) business~~ **thirty (30)** days of the day the notice was received, submit a written appeal to the Board of ~~County Commissioners~~ **Adjustment**. The appeal **is taken by filing** notice **with the county clerk and** shall specifically state the reasons for the appeal. ~~with a copy of the notice of violation attached thereto.~~ The County Manager shall schedule a hearing, for the next regular Board of County Commissioners' meeting, and notify the appellant, and the Board of County Commissioners shall render a decision ~~upholding, denying or modifying the notice of violation.~~ Accrual and imposition of the civil penalties shall be stayed pending the decision. ~~However, there will be no stay for equitable remedies available to the County. If the decision of the Solid Waste Enforcement Officer is affirmed, accrual and imposition shall resume.~~ **The Board of Adjustment shall hear and decide upon appeals within a reasonable timeframe and may affirm, modify or revoke the administrator's decision.**

XII. AMENDMENTS

This Ordinance may be amended by the Board of Commissioners following a public hearing on the proposed changes.

Should any Federal or State regulation or statute incorporated herein by reference or otherwise referred to herein, be changed or amended, or should either require or mandate a different procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new, additional or amended requirements.

XIII. EFFECTIVE DATE

4) ORDINANCE TO REGULATE WIND ENERGY SYSTEMS

Section 6 Appeals and Variances

6.1. ~~Board of Commissioners~~ **Adjustment**: The Watauga County Board of ~~Commissioners, as established by N.C.G.S. § 153A-25 et seq.~~ **Adjustment** shall hear all appeals, requests for variances, and all challenges to the decision or interpretation of the Ordinance Administrator.

6.2. ~~Powers of Board of Commissioners~~ **Adjustment Powers**: The Board shall have the following powers:

(a) To hear **and** decide ~~and review~~ appeals from any **final binding** order, requirement, ~~decision,~~ or determination made by the Ordinance Administrator ~~in the performance of its duties~~ **charged with enforcement of the ordinance**; and

(b) To hear and decide applications for variances from the requirements of this Ordinance in accordance with Section 6.5. Nothing in this Section shall be construed to broaden the power of the Board to permit a use by variance beyond that power given in Section 6.5 below.

6.3. Administration: The Board shall adopt rules of procedures and regulations for the conduct of its affairs.

All meetings of the Board shall be open to the public. The Board shall keep a record of its meetings, including of the vote of each member on every question, a fair and accurate summary of the evidence submitted to it, the documents (or accurate copies thereof) submitted to it and of all official actions.

The Board shall give due notice of matters coming before it.

In presenting an appeal, the petitioner shall bear the burden of proof, which shall be by the greater weight of the evidence.

All evidence presented to the Board of ~~Commissioners~~ **Adjustment** shall be sworn.

The person acting as Chairman of the Board **and the Clerk of the Board** ~~is are~~ authorized to administer oaths to any witnesses in any matter coming before the Board.

Application for variances, ~~requests for interpretations~~ and appeals for review of decisions of the Ordinance Administrator shall be filed with the **County Clerk**. ~~for the Board, as agent for the Board, on forms provided by the Clerk.~~

It shall be the responsibility of the Ordinance Administrator to notify ~~by certified mail~~ the applicant or appellant of the disposition which the Board makes of any matter before it.

It shall be the responsibility of the Ordinance Administrator to issue a permit in accord with the Board's action on an appeal or application, if a permit is authorized by the Board action.

6.4. Quorum and Vote Required:

~~A quorum of the Board, necessary to conduct any business of the Board, shall consist of four-fifths of the total membership of the Board.~~

~~The concurring vote of a simple majority of the total membership of the Board shall be necessary in order to:~~

- ~~(a) Reverse any order, requirement, decision or determination of the Ordinance Administrator;~~
- ~~(b) Decide in favor of the applicant any matter upon which it is required to pass by this Ordinance; or~~
- ~~(c) Approve an application for a variance~~

A concurring vote of a simple majority of the members shall be required to decide upon all matters to come before the board. For the purpose of this subsection, vacant positions on the board and members who are disqualified from voting shall not be considered members of the board for calculation of the requisite majority.

6.5. Board of Commissioners: Upon application by an aggrieved party with standing, the Watauga County Board of Commissioners shall hear and decide upon appeals of a Planning Board decision in accordance with procedures outlined in Section 6.3. The Board of Commissioners shall conduct a *de novo* review and render a decision affirming, reversing, remanding or modifying the decision of the Planning Board.

6.6. Application of the Variance Power.

~~A variance shall only be allowed by the Board of Commissioners in cases involving practical difficulties or unnecessary hardships. Any authorizing of a variance shall not destroy the intent of the ordinance. Any authorized variance shall be recorded in the minutes of the Watauga County Board of Commissioners. A hardship, as used in the context of this section, shall be considered to be some unique or unusual character of the proposed site, including but not limited to unique size, shape, contour, or distance requirement. An economic hardship to the applicant is not to be considered for a variance.~~

~~The Board may grant a variance upon finding that the following conditions exist:~~

- ~~1) Extraordinary and exceptional conditions exist pertaining to the particular place or property in question because of its size, shape, or topography.~~
- ~~2) The variance will not confer upon the applicant any special privileges that are, or would be, denied to other similarly situated individuals.~~
- ~~3) This ordinance would deprive the applicant of rights commonly enjoyed by other similarly situated individuals.~~
- ~~4) The variance would not seriously deter from the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.~~
- ~~5) The special circumstances causing the need for variance(s) are not the fault of the applicant.~~

When unnecessary hardships would result from strict application of the ordinance, upon application by an aggrieved party with standing, the Board of Adjustment may hold a hearing pursuant to NCGS §160A-388 (a2) and may grant variances to the provisions of the ordinance in accordance with the standards and procedures established in NCGS §160A-388(d), and as established by County policy.

The Board may impose reasonable conditions upon the granting of any variance in order to protect the public interest or neighboring property owners. Violation of any such conditions shall be a violation of this ordinance and subject to the penalties set forth in Section 7 of this ordinance.

6.7. Application of Interpretation Power: An appeal from an order, requirement, or decision of the Ordinance Administrator shall be decided by the Board duly supported by competent

evidence. In exercising this power, the Board shall act in a prudent manner so that the purposes and intent of the Ordinance shall be served. No decision shall have the effect of varying the terms of the Ordinance or permitting as a matter of right any use otherwise limited or prohibited hereunder.

6.8. Appeal Stays Further Proceedings: An appeal to the Board of ~~Commissioners~~ **Adjustment** from a decision or determination of the Ordinance Administrator stays all proceedings in furtherance of the decision or determination appealed from, except as provided in Section 6.9, during the pendency of the appeal.

6.9. Exceptions to Stay of Action: An appeal to the Board of ~~Commissioners~~ **Adjustment** of a decision or determination of the Ordinance Administrator shall not stay proceedings in furtherance of the decision or determination appealed from, if the Ordinance Administrator certifies either:

- (a) That a stay would cause imminent peril to life or property; or
- (b) That the situation subject to the appeal is transitory in nature and therefore, an appeal would seriously interfere with enforcement of this Ordinance.

In each instance, the Ordinance Administrator shall set forth in the certificate facts to support its conclusion.

6.10. Appeals of Board Actions: Every decision of the Board of **Adjustment or Board of Commissioners shall** be subject to review at the instance of any aggrieved party in the Superior Court by proceedings in the nature of a petition for writ of certiorari. Such proceedings in the Superior Court shall be initiated within thirty (30) days of the filing of the decision in the office of the Ordinance Administrator or the delivery of the notice required in Section 6.3, whichever is later. Appeals not received within this thirty (30) day period are not timely. The Superior Court is authorized to stay enforcement of this ordinance during the pendency of an appeal from the decision of the Board of Commissioners upon a hearing and the posting of a bond sufficient to the Court which will adequately protect the interests of the County.

Section 7 Enforcement and Penalties

7.5. Ordinance Amendments: This Ordinance may be amended by the Board of Commissioners following a public hearing on the proposed changes. The Board shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published the first time not less than 10 days nor more than 25 days before the date fixed for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included.

Should any Federal or State regulation or statute incorporated herein by reference or otherwise referred to herein, be changed or amended, or should either require or mandate a different procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new, additional or amended requirements.

5) STRUCTURES ADJACENT TO NATIONAL PARK SERVICE LAND

Article III – Appeal

Appeals may be taken from a decision under this ordinance by the Department of Planning and Inspections to the Board of ~~Commissioners~~ **Adjustment** by giving written notice of appeal to the Department and Clerk to the Board of Commissioners within ~~ten (10)~~ **thirty (30)** days following the day a permit is denied. The appeal shall contain the grounds thereof.

Article IV – ~~Guidelines for Special Exceptions~~ **Variances**

~~On hearing an appeal, the Watauga County Board of Commissioners may overrule the decision of the Department of Planning and Inspections where it finds the Department has incorrectly interpreted and applied this ordinance. In addition, the Board may grant exceptions to this ordinance in situations where it finds a hardship exists.~~

When unnecessary hardships would result from strict application of the ordinance, upon application by an aggrieved party with standing, the Board of Adjustment may hold a hearing pursuant to NCGS §160A-388 (a2) and may grant variances to the provisions of the ordinance in accordance with the standards and procedures established in NCGS §160A-388(d), and as established by County policy.

6) ORDINANCE GOVERNING SUBDIVISIONS AND MULTI-UNIT STRUCTURES

ARTICLE XI VARIANCES

Where, because of topographical or other conditions peculiar to the site, or as otherwise specified in this ordinance (Sections 70.05, 70.012, 71.025, 71.028), strict adherence to the provisions of this ordinance would cause an unnecessary hardship, the Planning Board may authorize a variance, if such variance can be made without destroying the intent of this ordinance. The Planning Board shall make written findings which either supports the granting of the variance or which specify why the variance should not be granted. All requests for variances must be made in writing by the developer or by the affected property owner. All requests for variance from setbacks shall be accompanied by a surveyed drawing showing property lines, right-of-way lines, existing structures, and proposed structures.

A variance may also be proper when environmental concerns are viewed in light of the spirit and intent of the planning ordinances. Such request may be made by the applicant or any member of the planning board. Variances will not ordinarily be granted if the special circumstances on which the applicant relies are a result of the actions of the applicant or owner or previous owners.

Reasonable conditions may be imposed in connection with a variance as deemed necessary to protect the best interests of the surrounding property or neighborhood, and otherwise secure the purpose and requirement of this chapter.

~~Variances may be granted in the sole discretion of the planning board for any subdivision plan only if all three expressly written findings below are made:~~

- ~~(1) That a strict or literal interpretation and enforcement of the specified standard or requirement would result in practical difficulty, unnecessary hardship or adverse environmental impact; and~~
- ~~(2) That the granting of the variance will not be detrimental to the public health, safety or welfare; and~~
- ~~(3) That the granting of the variance would support general objectives contained within this ordinance.~~

When unnecessary hardships would result from strict application of the ordinance, upon application by an aggrieved party with standing, the Planning Board may hold a hearing pursuant to NCGS §160A-388 (a2) and may grant variances to the provisions of the ordinance in accordance with the standards and procedures established in NCGS §160A-388(d), and as established by County policy.

ARTICLE XII PENALTIES

SECTION 124. Appellate Procedure.

Any action taken by the Watauga County Planning Board ~~or staff~~ pursuant to this ordinance adverse to any party with standing to contest said decision, may ~~appeal~~ **be taken to** the Watauga County Board of Commissioners within thirty (30) days of the date of the decision by submitting written notice of appeal to the Watauga County Manager's Office. The notice of appeal shall state the grounds for the appeal with specificity. The County Manager shall schedule a hearing for the next regular Board of County Commissioners meeting (provided the appeal is received prior to the meeting agenda deadline) and notify the appellant of this meeting. The Board of County Commissioners shall **conduct a de novo review and** render a decision affirming, reversing, **remanding** or modifying the decision of the Planning Board.

Any action taken by the Ordinance Administrator pursuant to this ordinance adverse to any party with standing to contest said decision, may be taken by giving notice of appeal in writing to the Ordinance Administrator and the Clerk to the Board of Commissioners within ~~ten (10)~~ thirty (30) days following issuance of the final order. The Board of Adjustment shall hear an appeal within a reasonable time and may affirm, modify and affirm, or reverse the order.

A decision of the Watauga County **Planning Board or the Board** of Commissioners on the appellants appeal may be appealed to the Watauga County Superior Court by the appellant. Such appeal shall be in the nature of a petition for certiorari and must be filed within thirty (30) days of the date of the decision of either ~~the Board. of County Commissioners.~~

Nothing in this section shall be deemed to amend or replace any appeals procedure set forth more specifically under any specific provision of this ordinance.

ARTICLE XIII AMENDMENTS

SECTION 130. Amendment Procedure.

This ordinance may be amended from time to time by the Board of County Commissioners as herein specified, but no amendment shall become effective unless it shall have been proposed by or shall have been submitted to the Planning Board for review and recommendation. The Planning Board shall have thirty (30) days within which to submit its report. If the Planning Board fails to submit a report within the specified time, it shall be deemed to have recommended approval of the amendment.

Should any Federal or State regulation or statute incorporated herein by reference or otherwise referred to herein, be changed or amended, or should either require or mandate a different procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new, additional or amended requirements.

7) ORDINANCE TO REGULATE SIGNS

I. Variances and Appeals

1. ~~Appeal: With Request for Variance: Recognizing that the strict application of the requirements of this chapter may work an undue hardship on certain applicants, variances from the strict application of the provisions of this chapter may be granted by the Watauga County Board of Adjustment. Each application for a variance shall be in writing and shall state the reasons for the request for variance. The basis for a claim of hardship shall not be economics alone. The Board of Adjustment shall grant the variance, grant the variance with conditions, or deny the variance within sixty (60) days of the date of appeal from the decision of the County administrative official. When unnecessary hardships would result from strict application of the ordinance, upon application by an aggrieved party with standing, the Board of Adjustment may hold a hearing pursuant to NCGS §160A-388 (a2) and may grant variances to the provisions of the ordinance in accordance with the standards and procedures established in NCGS §160A-388(d), and as established by County policy.~~

2. ~~Appeal: Without Request for Variance.~~ Any sign owner or applicant who alleges that a County administrative official acted erroneously in enforcing this ordinance may appeal the decision of that administrative official to the Board of Adjustment as specified in I.1 above.

8) HEIGHT OF STRUCTURES ORDINANCE

ARTICLE III – APPEALS

Appeals may be taken from a **final binding** decision under this ordinance by the Department of Planning and Inspections to the Board of ~~Commissioners~~ **Adjustment** by giving written notice of appeal to the Department and Clerk to the Board of Commissioners within ~~ten (10)~~ **thirty (30)** days following the day a permit is denied. The appeal shall contain the grounds thereof.

ARTICLE IV – GUIDELINES FOR SPECIAL EXCEPTIONS VARIANCES

~~On hearing an appeal, the Watauga County Board of Commissioners may overrule the decision of the Department of Planning and Inspections where it finds the Department has incorrectly interpreted and/or applied this ordinance. In addition, the Board of Commissioners may grant exceptions to this ordinance in situations where it finds that the proposed structure meets the following criteria:~~

- ~~(a) The structure complies with the provisions of the National Fire Protections Association Life and Safety Code (NFPA 101), if applicable.~~
- ~~(b) The structure will have adequate access to water and approved sewage disposal system that will not have any adverse effect on the land and surrounding area.~~
- ~~(c) The structure would not substantially alter the character of the land on which it is to be constructed, would not have a substantially adverse effect upon the value of adjacent properties, and will be in harmony with the area in which it is located.~~

When unnecessary hardships would result from strict application of the ordinance, upon application by an aggrieved party with standing, the Board of Adjustment may hold a hearing pursuant to NCGS §160A-388 (a2) and may grant variances to the provisions of the ordinance in accordance with the standards and procedures established in NCGS §160A-388(d), and as established by County policy.

9) MANUFACTURED HOME PARKS ORDINANCE

Section 9. Variances

~~Where, because of topographical or other conditions peculiar to the site, strict adherence to the provisions of this ordinance would cause an unnecessary hardship, the Planning Board may authorize a variance, if such variance can be made without destroying the intent of this ordinance. Any ordinance thus authorized is required to be entered in writing in the Official Minutes of the Planning Board with the reasoning set forth on which the departure was justified. All requests for variances must be made in writing by the developer.~~

When unnecessary hardships would result from strict application of the ordinance, upon application by an aggrieved party with standing, the Planning Board may hold a hearing pursuant to NCGS §160A-388 (a2) and may grant variances to the provisions of the ordinance in accordance with the standards and procedures established in NCGS §160A-388(d), and as established by County policy.

Section 11. Amendment procedure.

This ordinance may be amended from time to time by the Board of County Commissioners, but no amendment shall become effective unless it shall have been proposed by or shall have been submitted to the Planning Board for review and recommendation. The Planning Board shall have thirty (30) days within which to submit its report. If the Planning Board fails to submit a report within the specified time, it shall be deemed to have approved the amendment. All amendments must be submitted through the public hearing process in accordance with NCGS 153A.

Should any Federal or State regulation or statute incorporated herein by reference or otherwise referred to herein, be changed or amended, or should either require or mandate a different procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new, additional or amended requirements.

Section 16. Appeals Procedure.

Every decision of the Planning Board shall be subject to *de novo* review at the request of any aggrieved party **with standing** by the Watauga County Board of Commissioners. The appeal to the Commissioners must be filed within 30 days of ~~the filing by the secretary of the Planning Board of the decision in the office of the Department of Planning and Inspections or the delivery of the first class mail notice to the aggrieved party, whichever is later.~~ **actual or constructive notice of the Planning Board's decision.**



2013 North Carolina Legislation Related to Planning and Development Regulation

Richard D. Ducker, Adam Lovelady, and David W. Owens

The 2013 session of the North Carolina General Assembly marked the first time in modern history that the Republican Party controlled both houses of the legislature and the Governor's Office. While significant amendments were made to state laws in many areas, this shift did not produce major new legislation on planning and development regulation. More substantial changes were made to environmental laws.

One significant legislative initiative was a comprehensive modernization of the statute regarding quasi-judicial decision making and boards of adjustment. New statutes also addressed development near military bases, removal of vegetation for billboard visibility, and billboard repair and replacement. Legislation was considered, but not adopted, to limit use of design standards in development regulation, to eliminate zoning protest petitions, and to change municipal extraterritorial planning jurisdiction.

In related fields, a major initiative was adopted to establish stronger data-driven priorities for transportation funding. New state programs were established to promote energy development, regulate hydraulic fracking for natural gas production, and regulate wind energy projects. Other legislation reconstitutes major environmental regulatory commissions.

Zoning and Development Regulation

Quasi-judicial Procedures and Boards of Adjustment

Session Law (hereinafter S.L.) 2013-126 (H 276), effective October 1, 2013, modernizes the board of adjustment statute. The new legislation does not drastically alter the fundamental aspects of the prior law, but it does make several important changes. The bill was proposed by the North Carolina Bar Association. It had general support from most affected parties and was unanimously approved by both the House of Representatives and the Senate.

Richard D. Ducker is Albert and Gladys Coates Term Associate Professor of Public Law and Government at the School of Government. He specializes in land use planning and regulation, code enforcement, and transportation. Adam Lovelady is assistant professor of public administration and government at the School of Government. He specializes in zoning, city and county planning, environmental protection, and historic preservation. David W. Owens is Gladys H. Coates Distinguished Professor of Public Law and Government at the School of Government. He specializes in land use planning and regulation.

The new law includes a number of stylistic and organizational changes to clarify the statute. Outdated, awkward, and confusing language and syntax are removed. Gender-neutral language is used throughout. Related provisions are consolidated and section headings are added for readability. The separate section on boards of adjustment in the county statutes is repealed and replaced with Section 153A-345.1 of the North Carolina General Statutes (hereinafter G.S.), a cross-reference to the city statute. This change eliminates current and future city-county differences. The law incorporates reference to recent legislation (G.S. 160A-393) on judicial review of quasi-judicial decisions.

The act also modernizes the statute and establishes uniform procedures to be applied across the state. Several provisions were added to the statutes to codify case law on various points, particularly the basic due process rules for all quasi-judicial zoning matters set by *Humble Oil & Refining Co. v. Board of Aldermen*, 284 N.C. 458 (1974).

Specialized Boards

In addition to the standard board of adjustment, G.S. 160A-388(a) now authorizes (but does not require) appointment of specialized boards to hear technical appeals. Some cities and counties have expressed an interest in having such special boards to hear appeals on stormwater plans, subdivision plats, or other engineering and technical matters. The law also continues to allow an ordinance to designate the planning board or governing board to hear any quasi-judicial matter.

Notice of Hearings

G.S. 160A-388(a2) creates a uniform notice requirement for hearings on quasi-judicial matters. The prior law required "reasonable notice to parties," and local ordinances defined this notice in varying ways, if at all. The new notice provisions are similar to those required for a zoning map amendment, with the exception that newspaper published notice is not mandated. Notice of the hearing must be mailed to the person who submitted the application that is the subject of the hearing, the owner of the affected property (if that is not the person requesting the hearing), adjacent owners, and anyone else entitled to mailed notice under the local ordinance. A notice of the hearing must be posted on or adjacent to the site that is the subject of the hearing. Both the mailing and posting must be made in the ten- to twenty-five-day period prior to the hearing.

Hearing Process

Reflecting the law established in *Humble Oil*, G.S. 160A-388(e2) provides that decisions must be based on competent, material, and substantial evidence in the hearing record. The new law makes several adjustments to hearing practices. G.S. 160A-388(f) authorizes the board's clerk to administer oaths to witnesses. Previously the law provided that the board chair would administer oaths, which is still also allowed. G.S. 160A-388(g) clarifies the process for requesting and objecting to subpoenas. Requests are made to the board chair by a person with standing to participate in the hearing. The chair is to issue subpoenas that are "relevant, reasonable in nature and scope, and not oppressive." The chair is also to rule on motions to quash or modify a subpoena. Appeals of rulings on subpoenas may be made to the full board. False testimony under oath remains a misdemeanor, but the provision of the prior law limiting the use in any subsequent legal action of testimony made pursuant to a subpoena is now deleted.

Decisions

Again codifying the law from *Humble Oil*, G.S. 160A-388(e2) provides that decisions must be in writing and reflect the board's determination of contested facts and the application of those facts to the applicable standards. The statute goes on to provide that the decision must be made in a reasonable time and be signed by the chair or other duly authorized member. The decision is effective when it is filed with the clerk to the board or another official specified by the ordinance. The decision must be delivered to the applicant, the property owner, and any other person who prior to the effective date submitted a written request for a copy of the decision. It can be delivered by personal delivery, electronic mail, or first-class mail. The person required to make delivery must certify that proper notice of the decision has been made.

These changes strongly suggest that a letter or other written decision document should be prepared for each quasi-judicial decision. In the past some boards relied on the minutes of the board meeting to serve as the written record of its decisions.

Appeals

G.S. 160A-388(a1) defines the decisions that are subject to these appeals. It codifies the rule on the jurisdiction of the board by specifying that the decisions that can be appealed to the board are "any final and binding order, requirement, or determination" made by an administrative official charged with enforcement of a zoning or unified development ordinance. The ordinance may, but is not required to, assign appeals of decisions on other development regulations to the board of adjustment.

A number of changes were made regarding appeals to the board of adjustment. G.S. 160A-388(b1) consolidates the provisions on these appeals.

Appeals are initiated by a person with standing to appeal. A notice of appeal must be filed with the city or county clerk and must state the grounds for the appeal. New issues may be raised at the hearing, but if doing so would unduly prejudice a party, the board must continue the hearing to allow time for an adequate response.

The act adds a uniform time to make appeals to the board. Appeals must be filed within thirty days of notice of a final, binding administrative decision. Previously the law allowed each individual ordinance to set a time limit for making an appeal.

A question now arises of when this thirty-day period begins to run. G.S. 160A-388(b1)(2) stipulates that a final, binding determination by a zoning administrator must be provided in writing and delivered by personal delivery, electronic mail, or first-class mail to the person requesting it. That person then has thirty days from receipt of the decision to make the appeal. Any other person with standing, such as an affected neighbor, has thirty days from receipt of actual or constructive notice of the decision to file an appeal. An example of actual notice would be receipt of a copy of the decision, such as is provided to the person requesting the decision. Constructive notice can be provided by activity on the site, such as grading, surveying, or other clearly visible indicators that a regulatory determination has been made. Constructive notice can, however, be nebulous. For example, if the determination addressed building height or a particular land use, the construction or activity on site would have to proceed to the stage that the implications of the determination become visible to a neighbor. G.S. 160A-388(b1)(4) adds an alternative for owners who want a more definitive point for determining that constructive notice has been provided. It gives the landowner the option of posting notice of the determination on the site to provide constructive notice to parties who may appeal that determination to the board of adjustment. This posted notice can be provided for zoning or subdivision determinations and

is the responsibility of the owner, not the local government. It is not mandatory unless the local ordinance requires it. Posted signs must be prominent, must include contact information for the local official making the decision, and must remain on the site for at least ten days. The owner must verify the posting to the local government. If a posting is made, constructive notice has been provided, and the thirty-day period to appeal begins to run from the date the notice is first posted.

Once an appeal is made, the official who made the decision being appealed must compile all of the documents and exhibits related to the matter and transmit this record to the board. A copy of this administrative record must also be provided to the person making the appeal (and to the landowner if that is not the person making the appeal).

As with the prior statute, an appeal of an enforcement action stays enforcement unless there is imminent peril to life or property or the violation is transitory in nature. In those instances where enforcement is not stayed, the appellant may request an expedited hearing. If that request is made, the board must meet within fifteen days to hear the appeal. An appeal does not stay further processing of permit applications, but the appellant may request, and the board may grant, a stay of a final decision or issuance of building permits pending resolution of the appeal. Such a stay or issuance of a permit does not occur automatically; the appellant must request it.

Zoning officials whose determinations are appealed must appear as witnesses at the appeal hearing.

When the board of adjustment hears an appeal from another board, the statute confirms that the board does not take any new evidence but rather reviews the record made by the other board's hearing. For example, in the review of a decision on a certificate of appropriateness made by a historic preservation commission, the board of adjustment acts as an appeals court and does not conduct a new hearing.

The law also expressly authorizes the parties to an appeal to agree to voluntary alternative dispute resolution (such as mediation). The zoning ordinance may set up procedures to facilitate and manage this process.

The statute eliminates the provision in prior law for the board of adjustment to hear cases involving disputed lot lines. The rationale for this deletion is that the board has no particular expertise on surveying or property boundaries; thus these issues are best resolved judicially if necessary. Since the location of zoning district boundaries is an interpretation of the ordinance, a staff determination of those lines can be appealed to the board.

Finally, the statute now requires only a simple majority vote for board decisions on appeals. Previously a four-fifths vote was required to overturn a staff decision or rule in favor of an appellant on an appeal. The statute was also clarified to provide that only the seats occupied by members eligible to vote on a matter are considered when calculating the requisite majority vote (that is, vacant seats and the seats of members disqualified from voting due to a conflict of interest are not considered in the calculation if no alternate is available to occupy that seat for the matter). The seats of members who are simply absent or who do not vote are counted for calculation of required majorities.

Special and Conditional Use Permits

The only substantial amendment specifically applicable to special and conditional use permits involves voting majorities. G.S. 160A-388(e) now provides that only a simple majority is required for the board of adjustment to issue these permits. A similar change was made in 1981 for governing board and planning board decisions on special and conditional use permits.

Variances

The standard for variances is simplified by deleting the “practical difficulty” language. It retains the requirement for a showing of “unnecessary hardship,” which under North Carolina case law has long been the principal consideration for variances.

One of the more significant substantive changes made by the law is clarification as to what should be deemed an unnecessary hardship. G.S. 160A-388(d) provides that the hardship must result from conditions peculiar to the property (such as location, size, or topography), not the personal circumstances of the applicant. Hardships common to the neighborhood or general public also do not qualify for a variance (on the rationale that those hardships were anticipated and relief from them is more appropriately obtained through an ordinance amendment). A self-created hardship cannot be the basis for a variance, though purchasing the property knowing that circumstances exist that might justify a variance cannot be deemed a self-created hardship (as the new owner essentially steps into the shoes of the prior owner and is eligible to make the same request as that owner could have made). Finally, although the alleged hardship must be real and substantial, the applicant is not required to show no reasonable use could be made of the property without a variance. The statute continues the prohibition on use variances and the requirement that any variance be consistent with the spirit, purpose, and intent of the ordinance. Conditions on variances are also still authorized.

The four-fifths majority vote is retained for variances. Several local governments were subject to local legislation changing the four-fifths majority rule. These new rules are preserved until June 30, 2015, to allow time for consideration of new local legislation if there is an interest in extending these particular provisions.

Variances for development ordinances other than zoning are authorized but not required.

Development near Military Bases

Two new laws affect development and notice of potential development near military bases.

S.L. 2013-59 (H 254) amends provisions regarding notice to military bases concerning adoption or amendment of local land use ordinances. It amends G.S. 160A-364(b) and G.S. 153A-323(b), which previously required notices of pending zoning map amendments be provided to base commanders. The updated law, effective May 22, 2013, expands the types of development regulation notices that must be submitted to the military base for review and comment. If no comments are received in thirty days, the opportunity to comment is deemed to be waived.

If the ordinance changes affect areas within five miles of a base perimeter, written notice must now be provided for the following:

1. Zoning maps
2. Permitted land uses
3. Telecommunication towers and windmills
4. New major subdivision preliminary plats
5. An increase in the size of an approved subdivision by more than 50 percent of its land area

While the statute addresses submission of proposed ordinances for review and comment, the last two items listed above concern individual project review rather than legislative amendments, thereby creating some ambiguity.

S.L. 2013-206 (H 433) addresses construction of structures over 200 feet tall near military bases. The law (G.S. 143-151.70 to G.S. 143-151.77) is known as the “Military Lands Protection

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AGENDA ITEM 10:

BUDGET AMENDMENTS

MANAGER'S COMMENTS:

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

Board approval is requested.



WATAUGA COUNTY

FINANCE OFFICE

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

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Margaret Pierce, Finance Director
SUBJECT: Budget Amendments-FY 2013/14
DATE: February 11, 2014

The following budget amendment requires the approval of the Watauga County Board of Commissioners.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103991-399100	Fund Balance Appropriation		\$150,000
104199-457000	Capital Outlay-Land Purchase	\$150,000	

Per Board action 2-4-14; to allocate funds for the potential property purchase and due diligence services for the new ambulance site in the western part of the County.

AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Boards & Commissions*****MANAGER'S COMMENTS:****Watauga County Nursing Home Community Advisory Committee (cont.)**

Ms. Julie Wiggins, Regional Ombudsman with High Country Council of Governments' Area Agency on Aging, requests that both Ms. Karen Robertson and Dr. Larry Keeter be reappointed to the Watauga County Nursing Home Community Advisory Committee to fill vacancies that will exist as of March 1. These are second readings and, therefore, action may be taken if so desired.

Watauga County Adult Care Home Community Advisory Committee

Ms. Julie Wiggins, Regional Ombudsman with High Country Council of Governments' Area Agency on Aging, requests that Mr. Harold Eller be reappointed to the Watauga County Adult Care Home Community Advisory Committee for a one-year term. This is a second reading and, therefore, action may be taken if so desired.

AppalCART

AppalCART has recommended the appointment of Mr. Quint David as the Boone Town Council representative to the AppalCART Board. Mr. David's appointment would coincide with his term as a Boone Council Member. This is a second reading and, therefore, action may be taken if so desired.

Watauga County Planning Board

Mr. Ric Mattar's term on the Watauga County Planning Board expired December 2013, and he is willing to continue serving if so appointed. This is a second reading and, therefore, action may be taken if so desired.

Watauga County Tourism Development Authority

The terms of Matthew Vincent and Connie Baird expire February 2014 on the Watauga County Tourism Development Authority. Both have submitted volunteer applications and are willing to continue to serve if so appointed. A volunteer application was also received by Greg Tarbutton who has also expressed interest in serving. These are first readings and, therefore, no action is required at this time.



Robert L. Johnson
Chairman of the Board

Gary D. Blevins
Vice Chairman

Brenda Lyerly
Secretary

Danny McIntosh
Treasurer

Rick Herndon
Executive Director

January 28, 2014

Ms. Anita Fogle
Clerk to the Board
814 West King Street
Boone, North Carolina 28607

Dear Ms. Fogle:

Ms. Karen Robertson and Dr. Larry Keeter have indicated their willingness to be appointed for one-year terms to the Watauga County Nursing Home Community Advisory Committee. As of March 1, two vacancies will exist on the committee. I have enclosed an updated committee roster for your information.

Please submit Ms. Robertson and Dr. Keeter's names to the Commissioners for their consideration and let me know their decision at your earliest convenience. Ms. Robertson and Dr. Keeter's nomination forms are enclosed. If you have any questions or concerns, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

Julie Wiggins
Regional Ombudsman

Enclosures

468 New Market Blvd.
Boone, NC 28607

Phone: 828-265-5434
Fax: 828-265-5439
TTY: 1-800-735-2962
Voice: 1-800-735-8262

Web: www.regiond.org

NOMINATION FORM

LONG TERM CARE
COMMUNITY ADVISORY COMMITTEE

Nominee Background Information

Name LARRY KEETER

Home Address 456 TRACY CIRCLE Phone(H) 828 264-4027

Boone, NC Zip Code 28607

Business Address Retired Phone (W) _____

Zip Code _____

Email Address Keeter LG@appstate.edu

Occupation PROFESSOR emeritus, ASU.

Number of hours available per month for this position as needed

Education BEREA COLLEGE (B.A.), Columbia University (M.A.),

HARVARD UNIVERSITY (M.Div., Th.M.), BOSTON UNIVERSITY (Ph.D.)
Business and civic experience and skills _____

Boone Town Council (4 yrs.), Mayor of Boone (4 yrs.),
Regional COG (8 yrs.),
Areas of expertise and interest/skills Sociology professor (43 yrs.).

communication, education, awareness of issues
concerning elderly in community and institutions.

THE FOLLOWING PERSONS ARE EXCLUDED BY LEGISLATION FROM SERVING ON THE COMMITTEE:

1. Persons or immediate family member of persons with a financial interest in a home served by a committee.
2. An employee or governing board member or immediate family member of an employee or governing board member of a home served by a committee. (A person paid by a home as a consultant is considered an employee).
3. The immediate family member of a patient in a home served by a committee. An "immediate family member" is defined as mother, father, sister, brother, spouse, child, grandmother, grandfather, and in-laws for the above.

I CERTIFY THAT NONE OF THE EXCLUSIONS LISTED ABOVE APPLY TO ME. I UNDERSTAND THAT I MUST NOTIFY THE OMBUDSMAN IMMEDIATELY IF MY SITUATION CHANGES WITH RESPECT TO THE ABOVE EXCLUSIONS.

Larry Keeter Date 12-9-'13
Signature of Applicant

Nomination form submitted by: John Wiggins, Ombudsman

NOMINATION FORM

LONG TERM CARE
COMMUNITY ADVISORY COMMITTEE

Nominee Background Information

Name KAREN S. ROBERTSON

Home Address 213 MIDVALLEY RD. Phone(H) 828-262-0671

BLOWING ROCK, NC Zip Code 28605

Business Address _____ Phone (W) _____

Zip Code _____

Email Address imnanak@bellsouth.net

Occupation RETIRED

Number of hours available per month for this position AS MUCH AS NECESSARY

Education GRADUATE DEGREE RADFORD UNIVERSITY - M.S. IN
COUNSELING AND HUMAN DEVELOPMENT

Business and civic experience and skills SCHOOL COUNSELOR (23 1/2 YRS.) DIRECTOR OF STUDENT
SERVICES (2 YRS.) FOR WATAUGA COUNTY SCHOOLS; WATAUGA CO. RESPIRE
VOLUNTEER; BOONE UNITED METHODIST CHURCH

Areas of expertise and interest/skills COUNSELING, ADMINISTRATION, CARE-
HOSPITAL VISITATION &
GIVING (STEPHEN MINISTER - BOONE UNITED METHODIST) PASSION FOR THE
ELDERLY

THE FOLLOWING PERSONS ARE EXCLUDED BY LEGISLATION FROM SERVING ON THE COMMITTEE:

1. Persons or immediate family member of persons with a financial interest in a home served by a committee.
2. An employee or governing board member or immediate family member of an employee or governing board member of a home served by a committee. (A person paid by a home as a consultant is considered an employee).
3. The immediate family member of a patient in a home served by a committee. An "immediate family member" is defined as mother, father, sister, brother, spouse, child, grandmother, grandfather, and in-laws for the above.

I CERTIFY THAT NONE OF THE EXCLUSIONS LISTED ABOVE APPLY TO ME. I UNDERSTAND THAT I MUST NOTIFY THE OMBUDSMAN IMMEDIATELY IF MY SITUATION CHANGES WITH RESPECT TO THE ABOVE EXCLUSIONS.

Karen S. Robertson Date 1/22/2014
Signature of Applicant

Nomination form submitted by: Julia Wagon, Ombudsman

Watauga County Long-Term Care Advisory Board

Herb Hash 140 Kings Ridge Boone, NC 28607 (828) 297-7309	Wanda Branch 614 Poplar Hill Dr. Boone, NC 28607 (828) 264-2360
	Fred Badders 154 Fairview Drive Boone, NC 28607 (828) 264-7677

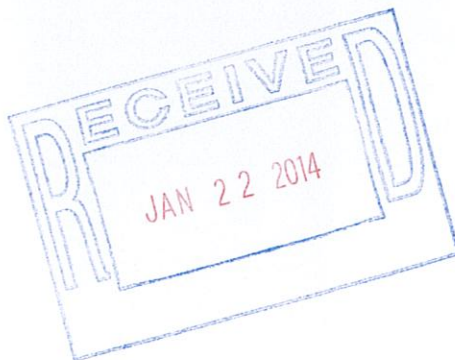
Resident Advocate:

Julie Wiggins, Ombudsman
High Country Area Agency on Aging
828-265-5434 ext. 126
866-219-3643 (toll free)

Regulatory Agencies:

Watauga County Department of Social Services
Adult Care Home Specialist 828-265-8100

Division of Health Service Regulation: 800-624-3004



January 17, 2014

Ms. Anita Fogle
Clerk to the Board
814 West King Street
Boone, North Carolina 28607

Robert L. Johnson
Chairman of the Board

Gary D. Blevins
Vice Chairman

Brenda Lyerly
Secretary

Danny McIntosh
Treasurer

Rick Herndon
Executive Director

Dear Ms. Fogle,

Mr. Harold Eller has indicated his willingness to be appointed for a one-year term to the Watauga County Adult Care Home Community Advisory Committee. Currently, one vacancy exists on the committee, as Mr. Gene Vandiford has decided to resign. I have enclosed an updated committee roster for your information.

Please submit Mr. Eller's name to the Commissioners for their consideration and let me know their decision at your earliest convenience. Mr. Eller's nomination form is enclosed. If you have any questions or concerns, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

Julie Wiggins
Regional Ombudsman

Enclosures

468 New Market Blvd.
Boone, NC 28607

Phone: 828-265-5434
Fax: 828-265-5439
TTY: 1-800-735-2962
Voice: 1-800-735-8262

Web: www.regiond.org

NOMINATION FORM

LONG TERM CARE
COMMUNITY ADVISORY COMMITTEE

Nominee Background Information

Name J. HAROLD ELLER

Home Address 924 OLD HWY 4215 Phone(H) 828-262-5758

BOONE, N.C Zip Code 28607

Business Address N/A Phone (W) _____

Zip Code _____

Email Address N/A

Occupation RETIRED

Number of hours available per month for this position 8+, FLEXIBLE

Education B.S. DEGREE BUSINESS & ECONOMICS

Business and civic experience and skills BANKING & MANAGEMENT, REAL ESTATE SALES
& APPRAISALS, SENIOR COMPANION ADVISORY BOARD, RUFITHAN, BOONE JAYCEES

Areas of expertise and interest/skills INTERESTS ARE READING, HISTORY, SKILLS
WOULD BE IN THE SALES FIELD, AND INTERESTS IN HEALTH CARE
FIELD

THE FOLLOWING PERSONS ARE EXCLUDED BY LEGISLATION FROM SERVING ON THE COMMITTEE:

1. Persons or immediate family member of persons with a financial interest in a home served by a committee.
2. An employee or governing board member or immediate family member of an employee or governing board member of a home served by a committee. (A person paid by a home as a consultant is considered an employee).
3. The immediate family member of a patient in a home served by a committee. An "immediate family member" is defined as mother, father, sister, brother, spouse, child, grandmother, grandfather, and in-laws for the above.

I CERTIFY THAT NONE OF THE EXCLUSIONS LISTED ABOVE APPLY TO ME. I UNDERSTAND THAT I MUST NOTIFY THE OMBUDSMAN IMMEDIATELY IF MY SITUATION CHANGES WITH RESPECT TO THE ABOVE EXCLUSIONS.

J Harold Eller Date 1-3-14
Signature of Applicant

Nomination form submitted by Jules Higgins, Ombudsman
Name

Watauga County Adult Care Home Advisory Board

Angie Greene 795 Greenway Drive Boone, NC 28607 (828) 264-8021	Glenda Hodges 810 Parkcrest Dr. Boone, NC 28607 (828) 264-8529
Evelina Idol, <i>Chairman</i> 212 Whispering Pines Boone, NC 28607 (828) 264-2042	Pat Taylor 163 Shadowline Drive Boone, NC 28607 (828) 264-4193

Resident Advocate:

Julie Wiggins, Ombudsman
High Country Area Agency on Aging
828-265-5434 ext. 126
866-219-3643 (toll free)

Regulatory Agencies:

Watauga County Department of Social Services
Adult Care Home Specialist 828-265-8100

Division of Health Service Regulation: 800-624-3004

Anita.Fogle

From: info@appalcart.com
Sent: Monday, January 27, 2014 5:43 PM
To: Anita.Fogle
Subject: AppalCART Board

Hi Anita,

Mayor Andy Ball appointed new Boone-Town Councilmember, Quint David, to the AppalCART Board. Andy Ball off our Board and Quint David replacing. Let me know when it's official.

Thx, Joanna

Anita.Fogle

From: Joe Furman
Sent: Wednesday, January 29, 2014 11:36 AM
To: Deron.Geouque
Cc: Anita.Fogle; mattarre@appstate.edu
Subject: Planning Board term

Deron,

I have just realized that Ric Mattar's term as an at-large member expired this past December. He had been re-appointed in January, 2010 to the 4-year at-large term, but I entered in my records incorrectly as expiring in December, 2014 (2010 plus 4 years = 2014). All terms expire in December. I just realized my error in not accounting for the appointment being retroactive. Mr. Mattar is a long-time Board member as is currently serving as Chairman. He would like to be reappointed. I request that this be placed on the Commissioners' February 4th meeting agenda, and that the second reading be waived. Thank you.

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

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: Matt Vincent

Home Address: 143 Stanley Drive

City: Blowing Rock Zip: 28605

Telephone: (H) _____ (W) 8282950707 (Fax) _____

Email: mvincent.vpc@gmail.com

Place of Employment: VPC Builders, LLC.

Job Title: Owner

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

- | | | |
|-------------------------------------|------------------------------------|--|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input checked="" 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 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 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.
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:

Realtor since 2004
Owns VPC Builders

Volunteer
Experience:

Watauga County TDA Chair
2013 High Country Home Builders President
Currently on High Country Home Builders board

Other
Experience:

Other
Comments:

Signature: _____



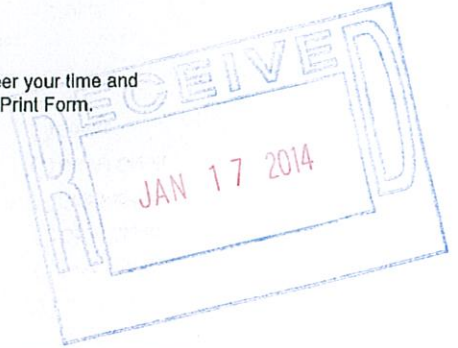
Date: _____

2/4/14

**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: CONNIE BAIRD

Home Address: 175 BAIRDS DR BOONE NC 28607 (Physical Address)

City: P.O. BOX 610 BLOWING ROCK Zip: 28605 (mailing address)

Telephone: (H) 828 265 2632 (W) SAME (Fax) 828 265 1552

Email: conniebaird@gmail.com

Place of Employment: SELF EMPLOYED REALTOR PROPERTY MANAGER OF VACATION RENTAL

Job Title: OWNER BAIRD INVESTMENTS INC

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 checked="" 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"/> 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.
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:

REALTOR IN THE HIGH COUNTRY 27 YEARS THIS JULY. VACATION RENTALS SINCE 2006

my husband AND I developed pieces of LAND to promote VACATION RENTALS THAT we built AS WELL AS OTHERS IN CREEK CROSSING. I HAVE ALSO WORKED WITH COMMERCIAL REAL ESTATE AS WELL.

1974 FIRST SALES EXPERIENCE WITH HOLIDAY INN TRAVEL IN WINSTON SALEM. WORKED WITH BUSINESSES & GROUP SALES AT HOLIDAY INN AIRPORT

Volunteer
Experience:

ClimateStoppers - Boone 1991

Blowing Rock Stage Company 1992 or 93 FOR ALMOST 10 YEARS
Served as President of this ORGANIZATION

PRESIDENT OF OUR LOCAL ASSOCIATION OF REALTORS 1993

STATE LOCAL DIRECTOR WITH NCAR IN THE 80'S

SERVED AS PRIMARY FUNDRAISER FOR GREEN VALLEY SCHOOL for 4yrs. while daughter was in school. Food, silent Auction, & FUNDS TO PAY FOR EVENT

ON BOARD OF DIRECTORS AS PRESIDENT FOR THE HAYES CENTER IN BLOWING ROCK

Other
Experience:

BECAUSE I HAVE BEEN INVOLVED WITH TOURIST DRIVEN NON PROFITS, I FEEL I BRING A LOT TO THE TABLE TO HELP OUR AREA. WE ARE STAGNANT RIGHT NOW & WE ARE AGGRESSIVELY TRYING TO MARKET OUR AREA. WE ARE LISTENING TO THE EXPERTS AND THE BOARD IS MOVING IN A GREAT DIRECTION TO ATTRACT PEOPLE TO THE HIGH COUNTRY.

Other
Comments:

I HAVE SERVED ON THE TDA FOR THE PAST 3 YRS. I HAVE TRIED TO WORK FOR THE PEOPLE THAT PAY THIS TAX & TRY TO PROMOTE TOURISM & BUSINESS TRAVEL TO OUR AREA AS THE STATUTE STIPULATES. WE ARE FINALLY GETTING OUR MARKETING PLANS IMPLEMENTED, ROCKY KNOB FINISHED, & WEB SITE OVERTHAULED. WE

ARE ALL EXCITED TO SEE HOW THIS POSITIVE WORK IS GOING TO WORK OUT FOR BOONE & THE HIGH COUNTRY. I WOULD LOVE TO BE CONSIDERED FOR ANOTHER TERM.

Signature:

Cynthia R. Law

Date: 1/15/14



500 Main Street
Blowing Rock , N.C.
28605

To Whom it may concern:

Please find my enclosed application for the Tourism Development Authority.
I appreciate your consideration.

A handwritten signature in black ink, appearing to read 'Greg Tarbutton'.

Sincerely
Greg Tarbutton
Partner/ Field and Stream Director
Chetola Resort

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: Greg Tarbutton

Home Address: 168 Little Harbor Court

City: Vilas Zip: 28692

Telephone: (H) 828-297-1514 (W) 828-295-5500 (Fax) _____

Email: gtarbutton@chetola.com

Place of Employment: Chetola Resort

Job Title: Partner

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"/> Mool 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 checked="" 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 checked="" type="radio"/> Male | <input type="radio"/> African American |
| <input type="radio"/> Female | <input checked="" type="radio"/> Caucasian |
| | <input type="radio"/> Native American |
| | <input type="radio"/> Hispanic |
| | <input type="radio"/> Other |

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

1. Watauga County Tourism Development Authority
2. Watauga County Tourism Development Authority
3. Watauga County Tourism Development Authority

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:

Owner operator Keystone apartments a 184 unit section 8 apartment complex in Jonesboro Georgia . Joined Chetola resort as a partner in 2009 .

Volunteer Experience:

5 years legislative affairs director Southeastern Affordable Housing Management Association . Founder Jonesboro Lighthouse a community center serving the section 8 community with learn to earn programs for children , job interviewing and dressing for success programs for adults . 9 years junior high school teacher Newnan Presbyterian Church

Other Experience:

2003/2006 Coweta County Commissioner 2006 County Commission Chairman
2004 Graduate University of Georgia Carl Vinson Institute of Economic Development
2007 Graduate C.S. Lewis Institute

Other Comments:

I ran for the Commission because the towns of Moreland , Sharpsburg , Grantville and Newnan were all working in different directions and the county was working in another . This was a major problem as the city of Atlanta and DeKalb was pulling all the economic life out of the counties south of Atlanta . I sponsored the legislation which consolidated all the competing economic development authorities and secured the votes for it's passage . Currently it appears that Watauga County is in a similar situation , by that I mean we are currently competing with Gallinburg , Asheville for tourist dollars . They like the city of Atlanta have more resources which makes it critical that all the various entities in Watauga work together for the tourist dollars . I would like the opportunity to serve on the Tourism Development Authority to help Watauga acquire a larger share of the tourism dollars that come to North Carolina .

Signature:



Date:

1/27/14

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AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Announcements

The Annual Pre-Budget Retreat will be held on Friday, February 21 (12:00 – 6:00 P.M.), and Saturday, February 22 (9:00 A.M. – 12:00 P.M.), 2014, in the Commissioners' Board Room.

The North Carolina Association of County Commissioners will be holding district meetings across the State in March and April with the meeting for our district being on April 3, 2014 in Catawba County. If you wish to attend, please see Anita who will be happy to RSVP for you.

From: NCACC <ncacc@ncacc.org>
Sent: Wednesday, February 05, 2014 11:32 AM
To: Anita.Fogle
Subject: Registration opens for NCACC District Meetings



NCACC to host Congressional Breakfast during NACo Conference



The NCACC will host its annual Congressional Breakfast on Tuesday, March 4, 2014, at the Capitol Hill Club in Washington, D.C. The pre-registration fee is \$35 and includes breakfast. Space is limited, and the event typically sells out, so please register as soon as you can to ensure your spot at the table. Pre-registration ends Wednesday, Feb. 26. On-site registration is not available for this event.

All members of the N.C. Congressional Delegation are invited to the breakfast each year, and almost every member attends. County officials will hear brief remarks from each member on the latest Federal issues of interest to North Carolina counties. The breakfast is also an excellent chance to network with the Federal representatives and their staff. The registration fee is \$35 and is separate from the registration for the NACo conference.

- Click [here](#) to register for the breakfast.

Registration opens for 2014 District Meetings

Each spring, the NCACC hosts a series of District Meetings throughout the state. The meetings are an integral part of the NCACC's grassroots advocacy program and offer county commissioners and management staff an opportunity to learn about the latest legislative developments in Raleigh, to network with officials from other counties, and to learn about the latest NCACC programs and services. There is no cost to attend the meetings, which begin at 5:30 p.m. and include a dinner. There is no registration fee to attend, thanks to the generosity of our sponsors, but you must register in advance so that we will have an accurate count for meals. The 2014 District Meetings will be held at the following locations:

- March 26 – Moore County
 - March 27 – Rockingham County
 - April 2 – Haywood County
 - April 3 – Catawba County
 - April 9 – Bertie County
 - April 10 – Onslow County
- Click [here](#) to register for a district meeting.

AGENDA ITEM 12:

PUBLIC COMMENT

AGENDA ITEM 13:

BREAK

AGENDA ITEM 14:

CLOSED SESSION

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