

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

**TUESDAY, JUNE 5, 2018  
8:30 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: May 15, 2018, Regular Meeting May 15, 2018, Closed Session		1
	3	APPROVAL OF THE JUNE 5, 2018, AGENDA		9
8:35	4	SHERIFF'S OFFICE OUT OF STATE TRAVEL REQUESTS	SHERIFF HAGAMAN	11
8:40	5	PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY	MS. BETSY RICHARDS MS. STEVIE JOHN MS. ANGIE BOITNOTTE	17
8:45	6	REQUEST TO ACCEPT 2018 COMMUNITY WASTE REDUCTION AND RECYCLING GRANT	MS. PAMELA THOMAS	23
8:50	7	PROPOSED TOWER AGREEMENT WITH WATAUGA COUNTY AMATEUR RADIO CLUB, INC.	MR. JEFF VIRGINIA	49
8:55	8	FINANCE MATTERS	MS. MARGARET PIERCE	
		A. Budget Amendments		53
		B. Proposed Resolution Authorizing Watauga County To Engage In Electronic Payments As Defined by G. S. 156-28 or G. S. 115C-441		57
9:00	9	ADOPTION OF THE FISCAL YEAR 2019 BUDGET ORDINANCE	MR. DERON GEOUQUE	63
9:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
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10:15	13	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		104
10:30	14	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

May 15, 2018, Regular Meeting

May 15, 2018, Closed Session

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, MAY 15, 2018**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, May 15, 2018, at 5:30 P.M. in the Watauga County Agricultural Conference Center in Boone, North Carolina.

PRESENT: John Welch, Chairman  
 Billy Kennedy, Vice-Chairman  
 Jimmy Hodges, Commissioner  
 Larry Turnbow, Commissioner  
 Perry Yates, Commissioner  
 Anthony di Santi, County Attorney  
 Deron Geouque, County Manager  
 Anita J. Fogle, Clerk to the Board

Chairman Welch called the meeting to order at 5:31 P.M.

Chairman Welch shared condolences for Vice-Chairman Kennedy and his family in the recent passing of his Father-In-Law.

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

**APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the May 1, 2018, regular meeting and closed session minutes, May 2, 2018, special meeting minutes, and May 3, 2018, special meeting minutes.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the May 1, 2018, regular meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the May 1, 2018, closed session minutes as presented.

VOTE: Aye-5  
 Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the May 2, 2018, special meeting minutes as presented.

VOTE: Aye-5  
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the May 3, 2018, special meeting minutes as presented.

VOTE: Aye-5  
Nay-0

### **APPROVAL OF AGENDA**

Chairman Welch called for additions and/or corrections to the May 15, 2018, agenda.

County Manager Geouque requested to add an Economic Development Commission funding request and a bid award request for a Maintenance Department tractor.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the May 15, 2018, agenda as amended.

VOTE: Aye-5  
Nay-0

### **PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2019 PROPOSED BUDGET**

A public hearing was held to allow citizen comment on the County Manager's Recommended Budget for Fiscal Year 2019. The following changes to the Proposed Budget were requested by the Board at Budget Work Sessions held on May 2 and May 3:

<b>Budget Change Summary</b>			
<b>General Fund</b>			
	<b>Revenues</b>	<b>Expenditures</b>	
5/2/2018		(815)	Remove 2% from BCC cola
		815	Hunger and Health Coalition
	1,000		EM Grant
		1,000	EM Grant
<b>net change</b>		<b>\$ 0</b>	<b>Overall Budget Increase</b>

Commissioner Yates, seconded by Commissioner Turnbow, moved to call the public hearing to order at 5:36 P.M.

VOTE: Aye-5  
Nay-0



The following shared comments regarding the Recommended Budget:

Mr. Ron Henries, School Board  
 Ms. Kelsi Butler, OASIS  
 Ms. Mary Reichel, supporting the Library  
 Ms. Tina Krause, Hospitality House/WeCAN  
 Dr. Scott St. Clair, High Country Recreation  
 Ms. Maria Julian, Appalachian Health Care  
 Mr. Clyde Bureson, Southern Appalachian Historic Association  
 Ms. Monica Caruso, Watauga County Library  
 Ms. Melony Winklemann, Friends of the Library  
 Ms. Sandra Basel, Library Volunteer  
 Ms. Lisa Bottomley, Community Care Clinic  
 Mr. Charlie Wallin, supporter of Recreation Center, Library, OASIS, and Hospitality House/WeCAN.

Commissioner Hodges, seconded by Commissioner Turnbow, moved to close the public hearing at 6:03 P.M.

VOTE: Aye-5  
 Nay-0

### **TIER II GRANT AWARD ACCEPTANCE REQUEST**

Fire Marshal Taylor Marsh presented the Tier II grant for consideration in the amount of \$1,000 for 2018. The grant funds are used for hazardous materials, emergency response planning, training and related exercises. The grant requires no match from the County.

Commissioner Turnbow, seconded by Commissioner Yates, moved to accept the 2018 Tier II grant in the amount of \$1,000.

VOTE: Aye-5  
 Nay-0

### **WEST ANNEX ROOF PROJECT CHANGE ORDER # 1**

Mr. Robert Marsh, Maintenance Director, presented Change Order #1 as proposed for the West Annex Roof Project. The Change Order includes adding a slope to the building (FSA Offices), the addition of an electrical disconnect, and flashing around a window in lieu of a replacement unit. Savings along with a discount from the contractor leaves a \$3,000 balance in the contract allowance.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve Change Order 1 at with no additional costs to the County as presented.

VOTE: Aye-5  
 Nay-0

**BID AWARD REQUEST FOR REPLACEMENT TRACTOR IN MAINTENANCE DEPARTMENT**

Mr. Robert Marsh presented the following bids received for a tractor which will replace a 1992 Ford 3430 2wd tractor utilized by the Maintenance Department:

Vendor	Tractor Manufacturer				
	John Deere	Kubota	New Holland	Mahindra	Massey Ferguson
New South Tractor Newton, NC		Model: M6060 63.5 HP \$40,934.38 <b>\$47,623.04</b> w/implements	Model: Boomer 50 50 HP \$35,391.90 <b>\$42,080.56</b> w/implements	Model: 2555 \$32,737.01 <b>\$39,426.67</b> w/implements	
East Tenn. ATV, Elizabethton, TN					Model: MF1754 \$34,318.00 <b>\$38,818.00</b> w/implements
James River Equipment Wilkesboro, NC	Model: 5055E \$38,835.79 <b>\$43,352.79</b> w/implements				
Mountain Kubota Deep Gap, NC		Model: M6060 \$38,726.73 <b>\$43,151.73</b> w/implements			
High Country Dealerships Newland, NC				No Bid	

Mr. Marsh recommended the bid be awarded to East Tennessee ATV in the amount of \$38,818 which includes delivery. Mr. Marsh stated that he contacted Mountain Kubota who was not able to match the East Tennessee bid for a local sale.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to award the bid to East Tennessee ATV, in Elizabethton, TN, in the amount of \$38,818 for a Model MF1754 tractor with the funds to be allocated from the Administrative Contingency line.

VOTE: Aye-5  
Nay-0

## **REQUEST TO ACCEPT EASEMENT FOR MIDDLE FORK GREENWAY**

Mr. Joe Furman, Planning and Inspections Director, presented a piece of land connecting to the southern end of the existing greenway Section 4 for consideration. Mr. Furman stated that he planned to request the County approve an easement for the property but has since learned that the property is now offered to the County as a fee simple donation.

The property joins the County-owned property that contains Sterling Creek Park. It will connect the County-owned land to a tract the Blue Ridge Conservancy is attempting to acquire. The Blue Ridge Conservancy grant application will be enhanced by accepting and recording the property as soon as possible.

Commissioner Yates, seconded by Commissioner Turnbow, moved to accept the fee simple donation of the property as presented by Mr. Furman and to direct the County Attorney to prepare the deed.

VOTE: Aye-5  
Nay-0

## **ECONOMIC DEVELOPMENT COMMISSION FUNDING REQUEST**

Mr. Joe Furman, Economic Development Director, stated that the Economic Development Commission (EDC) voted unanimously to participate in funding a project shining a spotlight on the High Country by producing six to eight short video vignettes featuring locals which highlight the beauty of the mountains. The total cost of the project is \$100,000 with the amount of \$20,000 proposed to be allocated from the EDC Capital Reserve account upon the approval of the Board of Commissioners. The Boone and Watauga County Tourism Development Authorities (TDA) as well as the EDC see the project as a joint marketing effort that could help accomplish the goals of all three organizations. The production team includes Selena Lauterer, President of Artemis Independent, who has served twenty years as a Public Broadcast System (PBS) professional. The videos could air on PBS stations.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to accept the proposal, approve the \$20,000 expenditure with funds to be allocated from the Economic Development Commission Capital Reserve account, and move forward with the project.

VOTE: Aye-5  
Nay-0

## **TAX MATTERS**

### ***A. Monthly Collections Report***

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of April 2018. The report was presented for information only and, therefore, no action was required.

***B. Refunds and Releases***

Mr. Warren presented the Refunds and Releases Report for April 2018 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the Refunds and Releases Report for April 2018 as presented.

VOTE: Aye-5  
Nay-0

**VAYA HEALTH QUARTERLY REPORT**

Ms. Margaret Pierce, Finance Director, presented the Vaya Health Quarterly Financial Report as required by Statute. The report was given for information only and, therefore, no action was required.

**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Humane Society Matters***

County Manager Geouque stated that, during the Annual Pre-Budget Retreat, the Board discussed waiving the \$63,068.00 loan to the Watauga Humane Society that was recently used for paving. The purpose of the waiver was to assist in the bottom line of the Humane Society's financial status. In addition, the Board agreed to have the County Sanitation Department begin pick up of the garbage and recyclables at the Humane Society facility beginning August 1, 2018.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to forgive the \$63,068 loan to the Watauga Humane Society as presented by the County Manager.

VOTE: Aye-5  
Nay-0

***B. Announcements***

County Manager Geouque announced the following:

- The Trustees of Caldwell Community College & Technical Institute invites the Board of Commissioners to a meeting on Wednesday, May 16, 2018, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Boone NC, in Room 112.
- The Military Officers Association of America's 12<sup>th</sup> Annual Memorial Day Program will be held at Boone Mall on Monday, May 28, 2018, with the ceremony commencing at 10:30 A.M.

**PUBLIC COMMENT**

Ms. Wendi Vandenberg shared concerns regarding a E-911 call she had made.

**CLOSED SESSION**

At 6:25 P.M., Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5  
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to resume the open meeting at 6:56 P.M.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adjourn the meeting at 6:56 P.M.

John Welch, Chairman

ATTEST:  
Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 3:**

**APPROVAL OF THE JUNE 5, 2018, AGENDA**

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**AGENDA ITEM 4:**

**SHERIFF'S OFFICE OUT OF STATE TRAVEL REQUESTS**

**MANAGER'S COMMENTS:**

Sheriff Hagaman will request the approval of out-of-state travel for Deputy Rebecca Russell to attend the US Marshall's Service state and local sex offender training in Orlando, FL. All training costs are reimbursable except the \$135 rental car fee. Also, the Sheriff will request Lieutenant Brandon Greer attend taser instructor re-certification training in Bristol, Virginia. The cost of the training is \$225 for the registration fee. Adequate funds are available to cover these requests.

Board action is required to approve the out-of-state for both Deputy Russell and Greer and any associated costs in attending the training.



WATAUGA COUNTY  
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST

Print Form  
060518 BCC Meeting

DATE: 05/21/2018      BUDGET ACCOUNT NUMBER: \_\_\_\_\_

NAME: REBECCA RUSSELL		TITLE: DEPUTY	DEPARTMENT: WCSO
DESTINATION: ORLANDO, FL		MEETING DATES FROM: 06/26/2018	TO: 06/28/2018
Out of State travel? If yes, BCC approval is required and must be signed by County Manager.	<input checked="" type="radio"/> YES <input type="radio"/> NO	DEPARTURE: MORNING 06/25/2018	RETURN: AFTERNOON 06/29/2018
	Purpose: US MARSHALLS SERVICE STATE AND LOCAL SEX OFFENDER TRAINING		
Overnight Accommodations Required?	<input checked="" type="radio"/> YES <input type="radio"/> NO	Name of Hotel/Motel: EMBASSY SUITES ORLANDO	Government Discount? <input type="radio"/> YES <input type="radio"/> NO
	Rate per night/person: .00		
Method of Transportation: <input type="radio"/> County Vehicle <input type="radio"/> Personal Vehicle <input type="radio"/> Air <input checked="" type="radio"/> Other			
Cost: _____	Explanation: PLEASE SEE ATTACHED FORM		

Estimated Expenses					TOTALS
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.					.00
MEALS      Breakfast:		X			
Lunch:		X			
Dinner:		X			
LODGING      Single Rate:		X			
*OTHER <i>Cost for County Rental Car</i>					<i>135<sup>00</sup> (approx)</i>
TOTAL					<i>total cost ↓ <del>00</del> 589<sup>65</sup></i>

\* Please see attached

Remarks: _____		
Are funds requested in advance? <input type="radio"/> Yes <input checked="" type="radio"/> No  Form is Mathematically Correct: <input type="radio"/> Yes <input type="radio"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.  <i>R Russell</i> Employee/date <i>5/21/18</i>	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.  Department Head <i>[Signature]</i>  County Manager (Out of State) _____
Finance Staff/Date		

\* have sent a previous travel advance request dated 5/8/18 - this has amended costs. RRR

## Amended fees regarding US Marshall's State and Local Sex Offender Investigator Training

Drive patrol car to Asheville Regional Airport.

\$45.00      \$9 per day x 5 days parking fees at airport. This will be reimbursed via USMS after travel  
Request to pay with purchasing card on date of travel.

\$276.50      Roundtrip flight from Asheville to Sanford and back. This will be reimbursed via USMS  
After travel.

\$133.15      \$26.63 per day x 5 days parking fees at hotel. This will be reimbursed via USMS after  
Travel. Request to pay with purchasing card on date of travel.

\$135.00(aprox) Economy rental car through Alamo rental at Sanford airport. Request to pay with  
purchasing card. This is a NON reimbursable travel request.

Per diem meal rates will be reimbursed by USMS. No funds requested.

Hotel fee will be paid directly by USMS. No funds requested.




U.S. Department of Justice  
United States Marshals Service  
*Investigative Operations Division*

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Washington, D.C. 20530-0001

May 8, 2018

MEMORANDUM TO: Training Participants

FROM: Peter D. Marketos  
Chief  
Sex Offender Investigations Branch 

SUBJECT: Sex Offender Investigator Training Program  
June 25 - 29, 2018

On behalf of the United States Marshals Service (USMS), Investigative Operations Division (IOD), Sex Offender Investigations Branch (SOIB), it is my pleasure to notify you that you have been selected to attend the training seminar for state and local investigators whose responsibilities focus on registered sex offenders and violations of the sex offender registration laws. The training will take place June 25 - 29, 2018 at the George C. Young Federal Building located in Orlando, Florida.

Please carefully review and follow the attached instructions for making your travel arrangements to attend this training program. As indicated in these instructions, you will need to complete the attached UFMS Vendor Request form and USM-356, *Travel Authorization* form. Instructions for completing these forms are included in the Travel Instructions. **All paperwork must be submitted by May 21, 2018, or sooner, if possible, to allow for proper processing.**

Should you have questions, please contact Senior Inspector Tim Deetz via e-mail at [tim.deetz@usdoj.gov](mailto:tim.deetz@usdoj.gov) or telephone at (407) 466-9008.

Thank you for your interest in attending this training program.


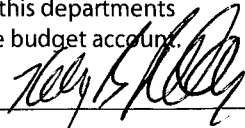
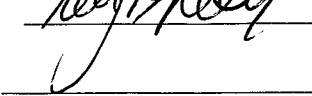
Attachment(s)

WATAUGA COUNTY  
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST

DATE May 30, 2018 BUDGET ACCOUNT NUMBER 10-4310-439500

NAME: <u>Brandon Greer</u>	TITLE: <u>Lt./ Patrol</u>	DEPARTMENT: <u>WCSO</u>
DESTINATION: <u>Bristol Virginia</u>	MEETING DATES FROM: <u>06/15/2018</u>	TO: <u>06/15/2018</u>
Out of State travel? If yes, BCC approval is required and must be signed by County Manager.	<input checked="" type="radio"/> YES <input type="radio"/> NO	DEPARTURE: <u>06/15/2018</u> RETURN: <u>06/15/2018</u>
	Purpose: <u>Taser instructor re-certification</u>	
Overnight Accommodations Required?	<input type="radio"/> YES <input checked="" type="radio"/> NO	Name of Hotel/Motel: _____ Rate per night/person: _____ Government Discount? <input type="radio"/> YES <input type="radio"/> NO
Method of Transportation:	<input checked="" type="radio"/> County Vehicle <input type="radio"/> Personal Vehicle <input type="radio"/> Air <input type="radio"/> Other	
Cost: _____	Explanation: _____	

Estimated Expenses				TOTALS
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.				225
MEALS	Breakfast:	<input checked="" type="checkbox"/>		
	Lunch:	<input checked="" type="checkbox"/>		
	Dinner:	<input checked="" type="checkbox"/>		
LODGING	Single Rate:	<input checked="" type="checkbox"/>		
*OTHER				
TOTAL				225.00

Remarks: <u>Paid by purchasing card.</u>		
Are funds requested in advance? <input type="radio"/> Yes <input checked="" type="radio"/> No	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.   <u>5/30/2018</u>	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.
Form is Mathematically Correct: <input type="radio"/> Yes <input type="radio"/> Approved as corrected		Department Head 
Finance Staff/Date	Employee/date	County Manager (Out of State) 



PoliceOne.com  
200 Green Street  
Suite 200  
San Francisco, CA 94111

Date: 05/02/2018 06:32:04 AM (US/Pacific)

Invoice #: 28878 rev. 1

Due date: Friday, May 25, 2018 at 12:00 AM EDT

Student(s) will be automatically canceled if payment is not received before the above payment due date.



Item #	Item	Quantity	Unit Cost, \$	Discount, \$	Total, \$
1	Taser CEW Instructor Re-Certification <ul style="list-style-type: none"> <li>Brandon Greer Bristol, VA TASER CEW V20.2 Instructor Course 06/15/2018</li> </ul>	1	225.00	0.00	225.00
Order Total, \$					225.00

A current copy of the PoliceOne W-9 is available for download at: <https://police-practition.netdna-ssl.com/w9-policeone-0217.pdf>

Please feel free to contact us if you have any questions or need assistance:

PoliceOne Accounting Department  
accounting@policeone.com  
P: (415) 962-2019  
F: (415) 962-2018

*Training* paid w/ P. Card  
*[Signature]* 108

104310-439500

**AGENDA ITEM 5:**

**PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY**

**MANAGER’S COMMENTS:**

Ms. Betsy Richards, Ms. Stevie John and Ms. Angie Boitnotte will present a proclamation declaring June 15, 2018, as “World Elder Abuse Awareness Day” in North Carolina.

Board action is requested to adopt the proclamation as presented.





## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Betsy Richards, Watauga DSS, Adult Services Supervisor

Stevie John, High Country Area Agency on Aging, Ombudsman

Angie Boitnotte, Watauga County Project on Aging, Director

**DATE:** May 24, 2018

**SUBJECT:** Request for Board of Commissioners' Recognition of World Elder Abuse Awareness Day

Please see the attached proposed Watauga County proclamation for World Elder Abuse Awareness Day on June 15, 2018, as well as Governor Cooper's NC State proclamation for Vulnerable Adult and Elder Abuse Awareness Month.

Governor Cooper has proclaimed May 13, 2018 through June 17, 2018 as Vulnerable Adult and Elder Abuse Awareness Month in North Carolina. This timeframe ties the awareness period to both the Mother's Day and Father's Day holidays, in the hopes of reinforcing the spirit of respecting and valuing, not just parents, but all elders.

In state fiscal year 2017, there were 27,483 reports of abuse, neglect or exploitation of vulnerable and older adults made to North Carolina's 100 County Departments of Social Services. Unfortunately, national and international research shows that abuse, neglect and exploitation of vulnerable and older

adults are grossly under reported. Reports are made not only by doctors and other professionals, but by family members and concerned citizens in our communities. North Carolina's vulnerable and older adults of all social, economic, racial and ethnic backgrounds may be targets of abuse, neglect or exploitation which can occur in families, long-term care facilities and communities. Protecting North Carolina's vulnerable and older adults is a community responsibility and all citizens are charged under state law to report suspected abuse, neglect or exploitation to their local County Department of Social Services.

The Division of Aging and Adult Services partners with County Departments of Social Services and other agencies at the county and state level to offer statewide programs for adult protective services and to increase awareness about elder abuse and consumer fraud. Locally, Watauga County has an Elderly and Disabled Adult Abuse Prevention Team that meets monthly and is a voluntary collaboration of several community-based agencies and organizations whose primary goal is to protect and promote the health and welfare of elderly and disabled adults within Watauga County.

We all have the responsibility to support the safety, welfare, and dignity of North Carolina's vulnerable and older adults. We urge all citizens to work together to help protect adults from abuse, neglect, and exploitation. It is imperative that North Carolinians refuse to tolerate the indignity of Elder Abuse.

Thank you for your consideration.

Enclosures



DRAFT

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**WORLD ELDER ABUSE AWARENESS DAY  
JUNE 15, 2018  
A PROCLAMATION**

**WHEREAS**, Watauga County’s seniors deserve to live safely with dignity, and as independently as possible, with the supports they need; and

**WHEREAS**, Elder abuse is most often defined as any act that harms a senior or jeopardizes his or her health or welfare. Victims of this crime come from all walks of life and does not discriminate among social, racial, ethnic, or religious backgrounds; and

**WHEREAS**, Eliminating abuse to older persons is each community’s responsibility; the County of Watauga is concerned about the risk to our older residents who suffer from neglect or are victims of financial, emotional or physical abuse; and

**WHEREAS**, All of our residents should watch for signs of abuse such as physical trauma, withdrawal, depression, anxiety, fear of family members, friends or caregivers; and

**WHEREAS**, all citizens are required under state law to report suspected abuse, neglect or exploitation to their local County Department of Social Services; and

**WHEREAS**, Watauga County joins North Carolina, this nation, and the world in recognizing World Elder Abuse Awareness Day.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Watauga Board of Commissioners and the people of our great county, do hereby proclaim June 15, 2018 as Elder Abuse Awareness Day and encourage everyone to commit to build safer communities for our vulnerable adult and elderly residents.

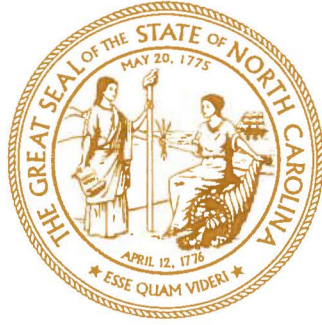
**ADOPTED** this the 5<sup>th</sup> day of June, 2018.



\_\_\_\_\_  
John Welch, Chairman  
Watauga County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board



# State of North Carolina

**ROY COOPER**  
GOVERNOR

**VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTH**

**2018**

**BY THE GOVERNOR OF THE STATE OF NORTH CAROLINA**

**A PROCLAMATION**

**WHEREAS**, North Carolina joins the world in recognizing World Elder Abuse Awareness Day every June 15; and

**WHEREAS**, protecting North Carolina's vulnerable and older adults is a community responsibility, and all North Carolinians are charged under state law to report suspected abuse, neglect, or exploitation to their local County Department of Social Services; and

**WHEREAS**, North Carolina's vulnerable and older adults of all social, economic, racial, and ethnic backgrounds may be targets of abuse, neglect, or exploitation, which can occur in families, long-term care settings, and communities; and

**WHEREAS**, in state Fiscal Year 2017, there were 27,483 reports of abuse, neglect, or exploitation of vulnerable and older adults made to North Carolina's 100 County Departments of Social Services; and

**WHEREAS**, national and international research shows that abuse, neglect, and exploitation of vulnerable and older adults is grossly underreported; and

**WHEREAS**, the State of North Carolina enacted the nation's first elder abuse law, and recognizes the need for a comprehensive system of protection for vulnerable and older adults; and

**WHEREAS**, Mother's and Father's Days are national holidays intended to honor, respect, and promote the dignity and well-being of our country's older adults;

**NOW, THEREFORE**, I, ROY COOPER, Governor of the State of North Carolina, do hereby proclaim Mother's Day through Father's Day, May 13 – June 17, 2018, as "**VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTH**" in North Carolina, and commend its observance to all citizens.



  
\_\_\_\_\_  
Roy Cooper  
Governor

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Great Seal of the State of North Carolina at the Capitol in Raleigh this eleventh day of May in the year of our Lord two thousand and eighteen, and of the Independence of the United States of America the two hundred and forty-second.

Blank Page

**AGENDA ITEM 6:**

**REQUEST TO ACCEPT 2018 COMMUNITY WASTE REDUCTION AND RECYCLING GRANT**

**MANAGER'S COMMENTS:**

Pamela Thomas, Recycling Coordinator, will request the Board accept a grant from the North Carolina Department of Environmental Quality. The purpose of the grant is to assist in the purchase of two (2) closed top roll-off containers to collect recycling materials at the county schools.

The grant is for \$10,000 with a local match of \$2,000 to be paid by the Watauga County School System. The School System will allocate the match in their 2018-2019 budget.

Board approval is required to accept the grant from the North Carolina Department of Environmental Quality in the amount of \$10,000 with the \$2,000 match to be paid by the Watauga County School System.

Watauga County Sanitation  
Recycling Office

# Memo

**To:** Deron Geouque

**From:** Pamela Thomas, Recycling Coordinator

**CC:** Rex Buck, Donna Watson

**Date:** May 15, 2018

**Re:** Request to accept funds from the 2018 Community Waste Reduction and Recycling Grant

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This is a request to accept grant funds from the *North Carolina Department of Environmental Quality and Customer Service*, "2018 Community Waste Reduction and Recycling Grant" that will assist in purchase of 2 closed top, divided, 30 yard roll off containers to collect school recycling materials. This project will assist the Watauga County Board of Education and their Maintenance Department in the more organized collection of school recycling. A copy of Grant Contract No. 7583 between North Carolina Department of Environmental Quality and Watauga County is attached to this memo.

**Overall Project Cost:** Estimated at \$12,000

**Total 2018 CWRAR Grant Awarded:** \$10,000

**School Board Match:** \$2,000

Item	State Grant Award	Cash Match	Total
	\$10,000.00	\$2,000.00*	\$12,000.00
<b>TOTALS</b>	<b>\$10,000.00</b>	<b>\$2,000.00*</b>	<b>\$12,000.00</b>

\*Cash Match will be paid by the Watauga County Board of Education; amounts will be planned for the 2018-2019 budgets.

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

GRANTEE'S FEDERAL  
IDENTIFICATION  
NUMBER: \*\*-\*\*\*1816

## North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this **1<sup>st</sup> day of July, 2018**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **WATAUGA COUNTY** (the "Grantee"<sup>1</sup>).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
  2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
    - a. State's General Terms and Conditions (Attachment A)
    - b. Department's Request for Proposal ("RFP") (Attachment B)
    - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
    - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
- Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.
3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 1 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
  4. **Contract Period.** This Agreement shall be effective from **July 1, 2018 to June 30, 2019**, inclusive of those dates.
  5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
    - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
    - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

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<sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
  - d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
  - e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
  - f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
  - g. Obtain written approval from the Department's Contract Administrator (see § 13 below) prior to making any subaward or subgrant not already described in the Award Proposal.
  - h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
  - i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.
6. **Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
7. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **TEN THOUSAND DOLLARS (\$10,000.00)** (the "Total Award Amount"). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Appropriations	State Funds	N/A

*Account Coding Information:*

Dollars	GL Company	GL Account	GL Center
\$10,000.00	1602	536961	6760

*Grantee Matching Information:*

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

[ X ] c. The Grantee's matching requirement is **\$2,000.00 in cash**, which shall consist of:

	In-Kind	\$
X	Cash	\$2,000.00
	Cash and In-Kind	\$
	Other / Specify:	\$

[ ] d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$12,000.00**.

- 8. **Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
  - a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
  - b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 9. **Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 10. **Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 11. **Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 12. **Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.



13. **Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Pamela Thomas Watauga County Sanitation Department 336 Landfill Road Boone, NC 28607 Telephone: 828-264-5305  Email: pamela.thomas@watgov.org	David Hance DEACS 1639 Mail Service Center Raleigh, NC 27699-1639 Telephone: 919-707-8122  Email: david.hance@ncdenr.gov

14. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.

15. **Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:

- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
- b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
- c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.

16. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.

17. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended;
- Civil Rights Restoration Act of 1987, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Age Discrimination Act of 1975, as amended;
- Titles II and III of the Americans with Disabilities Act of 1990, as amended;
- Title IX of the Education Amendments of 1972, as amended;
- Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied

the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 18. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 19. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 20. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 21. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Grantee and the Department execute this Agreement in two (2) originals, one (1) to be retained by the Grantee and one (1) to be retained by the Department, the day and year first above written.

**WATAUGA COUNTY**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

By \_\_\_\_\_  
Grantee's Signature

By \_\_\_\_\_  
Signature of Department Head or Authorized Agent

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

Tommy Kirby, Purchasing Director  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Organization

Financial Services Division, Purchasing and Contracts Section  
\_\_\_\_\_  
Division/Section

**ORIGINAL**

## General Terms and Conditions Governmental Entities

### DEFINITIONS

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

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

- from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
  - (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
  - (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
  - (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
  - (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
  - (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
  - (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

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

**Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

**Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

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

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

### Indemnity

**Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

### **Default and Termination**

**Termination by Mutual Consent:** Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

**Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

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

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

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

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

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

### **Confidentiality**

**Confidentiality:** As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

**Time Records:** The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

### Miscellaneous

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

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

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

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

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

**Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

**Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

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

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

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

**Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

**By Executive Order 24, issued by Governor Perdue, and N.C.**

**G.S. § 133-32:** It is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

# 2018 Community Waste Reduction and Recycling Grant Program

## REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality  
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that request grant funding to help initiate or expand public waste reduction programs within the state. **Applicants should carefully read this entire RFP prior to submitting a proposal. Proposals must be received by DEACS by 5:00 p.m. on Friday, February 16, 2018.** Please address any questions about this grant program to Joseph Fitzpatrick at (919) 707-8121, [joseph.fitzpatrick@ncdenr.gov](mailto:joseph.fitzpatrick@ncdenr.gov).

### **Community Waste Reduction and Recycling Grant Program Parameters:**

The 2018 Community Waste Reduction and Recycling (CWRAR) Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or that increase public awareness of waste reduction and recycling. There are three categories of CWRAR Grants for 2018: Standard Project Grants, Priority Project Grants, and Special Large Priority Project Grants. Different levels of grant funding are available for each project category. See the Available Funding section of this document for more information.

### **Standard Project Grants:**

Standard Project Grants support a wide range of projects that increase and / or enhance public waste reduction and recycling. The following list provides examples of Standard Projects:

- Projects that demonstrate the potential to significantly increase a community's overall diversion of materials from the solid waste stream;
- Projects that improve recycling program efficiency and / or cost effectiveness while supporting increased waste reduction;
- Projects that increase the diversion of materials that are banned from disposal in North Carolina;
- Projects that implement education and outreach efforts that will grow public awareness about waste reduction and recycling services and / or that work to decrease contamination;
- Projects that implement new curbside recycling programs or that help transition an existing curbside recycling program from collection using bins or blue-bags to a cart-based collection system;
- Projects that implement or expand public school recycling programs. If seeking funding for public school recycling, please see additional provisions for public school recycling projects in the Special Requirements section of this document;
- Projects that increase the efficiency or effectiveness of public electronics recycling programs. If seeking funding for electronics recycling, please see additional provisions for electronics recycling projects in the Special Requirements section of this document.

### **Priority Project Grants:**

Priority Project Grants support investments in public recycling program areas that have been determined by the state recycling program to be of particular importance to growing and expanding efficient and effective waste reduction and recycling services throughout North Carolina.

*~ continued on next page ~*



Proposals that seek funding for the following Priority Projects are strongly encouraged:

- Projects that create or expand away-from-home recycling opportunities such as recycling infrastructure for parks, sports fields, streetscape / pedestrian recycling, and / or recycling at public venues. If seeking funding for away-from-home recycling, please see additional provisions for away-from-home recycling projects in the Special Requirements section of this document;
- Projects that implement or expand public curbside recycling service in unincorporated areas;
- Projects that implement or support Hub and Spoke Recycling Systems that consolidate commingled recyclable materials for bulk transfer to a Materials Recovery Facility (MRF);
- Projects that implement or expand recycling programs to collect and manage food waste from residential or commercial sources.

**Special Large Priority Project Grant for Household Hazardous Waste Programs:**

With funding assistance from the Division of Waste Management Mercury Switch Program as provided by [NCGS 130A-310.54](#) and as amended by [Session Law 2017-57](#), DEACS is offering a limited number of Special Large Priority Project Grants to support the implementation or expansion of permanent Household Hazardous Waste (HHW) Collection Programs. The number of Special Large Priority Project Grants that are funded will depend on the final availability of funds from the Mercury Switch Program and the number of fundable applications received.

The goal of the Special Large Priority Project Grant is to increase citizen access to HHW services through the implementation of new permanent HHW Programs or through the expansion of the operating hours of existing permanent HHW Programs. To qualify for a Special Large Priority Project grant, a newly established permanent HHW program must be open to collect HHW from the public at least four (4) separate days during any given Fiscal Year. For communities operating an existing HHW program to qualify, the HHW program must add a new location or it must significantly increase the number of days or hours of operation at the existing facility.

**Available Funding:**

**Grant Award Amounts:**

- **Standard Project:** Applicants are eligible for a Standard Project grant award of up to **\$20,000**.
- **Priority Project:** Applicants are eligible for a Priority Project grant award of up to **\$30,000**.
- **Special Large Priority Project:** Applicants are eligible for a Special Large Priority Project grant award of up to **\$70,000**.

Communities preparing proposals for a 2018 CWRAR Grant are strongly encouraged to contact a DEACS Local Government Assistance Team staff member to discuss potential grant projects prior to submitting a grant proposal. Local Government Team members are available to provide technical assistance and advice on grant projects. A listing of team member contact information and areas of individual expertise is available on this web site <https://deq.nc.gov/conservation/recycling/nc-recycling-contacts>.

Please see the section of this document titled “Use of Grant Funds” for specific information about allowable uses of grant funds.

**Cash Match Requirement:**

**Required Cash Match:** CWRAR grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee under this program requesting \$20,000 in grant funding from DEACS must show a minimum expenditure of \$4,000 of local funds on the project. To meet the cash match requirement, a minimum of one (1) local dollar must be spent for every five (5) dollars of grant funding awarded.

**Calculating Cash Match:** To determine the necessary cash match for any grant project, first determine the total budget associated with the project and then use the following equation: total project budget ÷ 6 = required cash match. The difference between the total project budget and the required cash match equals the maximum possible grant award.

Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

### **Grant Project Planning:**

Available funding is limited and it is anticipated that the 2018 CWRAR Grant Round will be highly competitive. For this reason, it is important that project seeking grant funding be well thought out and well planned, and that applicants follow the instructions in this RFP when preparing proposals by providing all information as outlined in the section addressing Required Proposal Format. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

### **Use of Grant Funds:**

Examples of **approved uses** of CWRAR Grant funds include site development costs, construction of facilities to handle recyclable materials, equipment purchases, equipment installation costs, key recycling program components, public awareness programs and materials that support public education such as signs or brochures.

Examples of activities for which CWRAR Grant funds **MAY NOT** be used include employee salaries, land acquisition costs, administrative expenses such as overhead, utility costs, studies or work performed by consultants, contracted collection costs, and / or payment for other contracted recycling services such as payment to a vendor for operating a household hazardous waste collection event.

If you have questions about eligible uses of grant funds, please contact Joseph Fitzpatrick at (919) 707-8121 or [joseph.fitzpatrick@ncdenr.gov](mailto:joseph.fitzpatrick@ncdenr.gov) for more information.

### **Eligible Entities:**

- Counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for funding from the CWRAR Grant Program.
- Applicants with an **open CWRAR Grant contract** from an earlier grant cycle must have invoiced for 90% of eligible grant funds by the proposal due-date (February 16, 2018) to be considered for grant funding during this new grant cycle. Applicants that have completed and closed previous CWRAR Grant projects may submit another proposal under this grant round. Proposals **will not** be accepted from applicants with an open CWRAR Grant from cycles prior to 2017.
- Federal and state agencies **are not eligible** for funding through this grant program.
- Public universities, community colleges and private colleges and universities **are not eligible** for funding through this grant program.
- Not-for-profit entities **are not eligible** for funding through this grant program; however, these entities are eligible for funding through the Recycling Business Development Grant Round. For more information about Recycling Business Development Grants, please contact Wendy Worley at (919) 707-8136 or [wendy.worley@ncdenr.gov](mailto:wendy.worley@ncdenr.gov).
- Public school systems and individual public schools **are not eligible** to apply directly for funding through this grant program. **However**, local governments (counties or municipalities) may apply for funding to support public school recycling projects. If a county or municipality seeks funding for a public school recycling project, the local government will be responsible for making purchases associated with the grant project and will receive grant proceeds when seeking reimbursement.

Additional requirements also apply for projects seeking grant support for public school recycling projects - see Special Requirements section below.

**Conditions on Submittals:**

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.** Grant proposals may combine funding requests for multiple types of projects into one proposal. For example, a grant proposal seeking funding for away-from-home recycling receptacles plus an investment in some other public recycling program element unrelated to away-from-home recycling would be considered. If combining different grant project elements into one proposal, the available funding limits still apply and total request may not exceed the grant award amounts noted in the Available Funding section of this document.
- Multi-party initiatives such as joint projects involving two or more local governments where each local government contributes towards project funding are strongly encouraged. Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Any outstanding NOV's must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOV's are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOV's have been corrected before a grant contract can be initiated.
- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.
- As a condition of grant award DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Initial proposals must be received by the due date. Changes to proposals may include adjustments to project scope, project budget, project timeline and / or other elements of the proposal. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Final CWRAR Proposal will become an attachment to the grant contract.
- The annual CWRAR Grant cycle typically receives funding requests that exceed available funds. However, it is a priority for DEACS to support as many qualifying projects as possible. After close examination of funding requests and subject to agreement with the applicant, DEACS may award grant amounts lower than the original request. For any amount awarded, grantees must still provide the required cash match as explained in the Cash Match Requirement section.

**General Requirements:**

General requirements for all applicants:

- Usage of N.C. Solid Waste Disposal Tax proceeds: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to § 105-187.63, these funds must be used by a city or county solely for solid waste management programs and services. CWRAR Grant applicants must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services. In addition to this written certification, applicants should describe how disposal tax funds are utilized and whether proceeds will be used to supply matching funds.
- Public Building Recycling Services: CWRAR Grants will not be awarded to applicants that do not have recycling services for cans, bottles and paper available at their government buildings. As part of the grant proposal, all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of government business. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and

recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services. For more information about these requirements and / or for assistance implementing a mercury products recycling program please contact Joseph Fitzpatrick at 919-707-8121, [joseph.fitzpatrick@ncdenr.gov](mailto:joseph.fitzpatrick@ncdenr.gov).

### **Special Requirements:**

Applicants seeking funding for public school recycling, away-from-home recycling and/or electronics recycling **MUST** address the following Special Requirement(s) in their submitted proposal.

- **Special Requirements for Public School Recycling Projects:** As stated in the section addressing Eligible Entities, only counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for CWRAR Grant funding. Proposals seeking funding for public school recycling projects must come from one of these entities. Public school systems and or individual schools **may not** apply directly for CWRAR Grant funding. Applicants seeking funding for public school recycling projects **must** provide the supplemental information outlined below to ensure that all necessary school recycling program elements are addressed and to help demonstrate project planning. This is a competitive grant program and projects that institute or expand a system-wide school recycling program will compete better than projects that only serve an individual school. Eligible grant projects may seek funding for equipment (such as bins and roll carts) and/or education materials. As with other CWRAR projects, administrative expenses, staff salaries and contract collection costs are not eligible for grant funding nor can they be used as matching funds. If a public school system will be contributing funds towards the implementation of a recycling grant project, these funds should be paid to the Eligible Entity that will be the state grantee in order to ensure that the state grantee makes the purchases associated with the grant project. All purchases associated with a grant project must be made by the grantee. Purchases made directly by a public school system shall not be eligible for reimbursement. Please contact Mindy Love at 919-707-8127, [mindy.love@ncdenr.gov](mailto:mindy.love@ncdenr.gov) for information or assistance with public school recycling projects.

### School Recycling Supplemental Requirements:

- Describe the existing school recycling program (if any) that is available in the school system associated with the grant project. The description should include the following items:
  - Indicate whether recycling service is available to *all* schools within the district or only to certain schools within the district.
  - If recycling collection presently exists or if this project implements a new school recycling service, then please indicate the recycling service provider (e.g. indicate whether the collection of recyclables is provided by public school system employees, by a specific local government, or through a contracted or third-party service provider).
  - Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated).
  - Indicate where the recyclables are going after they are collected (provide the name of the materials processor).
- List all of the public agencies and/or departments that collaborate to assist with or operate the school recycling program and list the role of each entity. Examples could include the local educational authority (school district), municipal and/or county solid waste management departments. Ideally, a holistic school system recycling program should include cooperation between the community's public recycling program and the public school system.

- If a system-wide school recycling program is in place, explain if and how this grant will expand recycling throughout the school system and note whether this grant project is part of a phased plan.
  - A designated recycling contact should be established for each school facility participating in the recycling program. Examples of designated contacts might include school facility manager, head custodian, the faculty coordinator or leader of a group or club, the principal, or school administrator. Please provide a list of schools to be served by this project and the designated recycling contact for each school including the name and title of the designated contact.
  - Indicate the locations where recycling containers are or will be placed at the school facilities (e.g. classrooms, cafeterias, hallways, athletic fields, administrative offices, library, copy rooms, etc.).
  - Indicate who will be responsible for emptying the recycling containers (e.g. custodian / cleaning staff, teachers, students, student groups, etc.).
  - Provide a plan for promoting recycling within the schools impacted by the grant project as well as a plan for educating staff and students about the program.
- **Electronics Recycling Projects:** Any community seeking grant funds related to an electronics recycling related project must indicate in their proposal whether the local government has ever received funds distributed from the State’s Electronics Management Program. For more information on eligibility for Electronics Management Program Funds see this web site: <http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/electronics-management/nc-local-governments-info-page>. If the local government has received Electronics Management Fund distributions in the past, then the applicant must include information in its proposal about how those funds have been used and about how the community intends to use the funds that will be distributed in February 2018 and February 2019.

Successful **county** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State’s Electronics Management Program will be required to become eligible for Electronics Management Funds on or before December 31, 2018 as a precondition of receipt of CWRAR Grant funds.

Successful **municipal** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State’s Electronics Management Program must decide whether or not to make themselves eligible for Electronics Management Funds prior to the December 31, 2018 eligibility deadline. This decision should be made in consultation with the county where the municipality is located and should be based on how the distribution of funds can best serve the advancement of electronics recycling within the community. If it is determined that the municipality should seek Electronics Management Funds, the municipality should take action to become eligible for funds on or before December 31, 2018.

- **Away-From-Home Recycling Projects:** Grant funds for away-from-home Recycling projects can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables, then the standard cash matching fund requirement will be adjusted so that the applicant (grantee) covers the full cost of the waste portion of the container with their matching funds. For example, if a community seeks to purchase a combo waste / recycling station that has one slot for garbage and one for recyclables and the receptacle costs \$1,000 then the applicant will be expected to provide a cash match equal to one half of the purchase price, or \$500. If seeking funding for an away-from-home recycling project, then please indicate in the Special Requirements section of the proposal whether any of the

equipment to be purchased will be used to collect waste materials that are intended to be disposed of in a landfill.

In addition, applicants for away-from-home related grant projects are strongly encouraged to specify which particular recycling receptacles are being considered for purchase as a part of their proposal. For assistance with and guidance on the selection of recycling receptacles please contact Mindy Love at 919-707-8127 or [mindy.love@ncdenr.gov](mailto:mindy.love@ncdenr.gov).

**Grant Project Period / Funding Period:**

Successful grant applicants will be required to enter into a grant contract with the Department of Environmental Quality. The resultant grant contract period is intended to align with the local government fiscal year, and will generally have a one (1) year contract long term. Grantees must expend funds within the year-long contract period unless the grant contract end date is extended by written agreement between the applicant and the N.C. Department of Environmental Quality (DEQ). Extensions are possible but not guaranteed. It is anticipated that grant contracts resulting from this grant cycle will begin on July 1, 2018 and end on June 30, 2019. **All purchases associated with grant funds must be made within the grant contract period. Any purchased made prior to the start of the grant contract or after the end date of the grant contract will not be eligible for reimbursement.**

**Proposal Due Date:**

Proposals **MUST** be received by DEACS by **5:00 p.m. on Friday, February 16, 2018**. Any proposals received after the deadline will not be considered. Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline.

**How to Submit Proposals:**

**One electronic copy** of the proposal must be submitted by email to [joseph.fitzpatrick@ncdenr.gov](mailto:joseph.fitzpatrick@ncdenr.gov). Receipt of all acceptable proposals will be acknowledged by e-mail. Please submit electronic versions of proposals as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of a grant proposal presents a hardship, please contact Joseph Fitzpatrick to discuss submittal options.

**Proposals must be received by 5:00 p.m. on Friday, February 16, 2018. Proposals not received by 5:00 p.m. on Friday, February 16, 2018 will not be accepted.**

**Required Proposal Format:**

The following outline indicates what applicants **must** include in their proposal for their application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow the following format may not compete well and may not be considered for funding.

- Project Title
- Applicant Contact Information: to include the following:
  - ✓ Name and title of main contact
  - ✓ Organization
  - ✓ Address
  - ✓ Phone number
  - ✓ Fax number
  - ✓ E-mail address
- Date of Proposal Submittal: this should be the date the proposal is submitted to DEACS
- General Requirements: (see section on General Requirements for more information)
  - ✓ Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.
  - ✓ Written statement indicating that the applicant has recycling services for cans, bottles and paper available at the key government buildings and a list of the materials collected.



- ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.
- **Project Description:** Provide a description of the grant project and please include the following information in the project description:
  - ✓ Description and quantities of items to be purchased with grant funds;
  - ✓ Description of the anticipated life of service for the items or materials to be purchased with grant funds (estimate how long the project will continue to serve the community);
  - ✓ An estimate of the number of households or businesses that will be impacted by or have access to the recycling services associated with the proposed project;
  - ✓ An estimate of the waste reduction impact of the proposed project; and
  - ✓ A description of whether the grant project will create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service.
- **Special Requirements:** Proposals for school recycling, electronics recycling or away-from-home recycling must include additional information as stipulated in the Special Requirements section.
- **Project Timeline:** Bulleted list showing project milestones and general implementation dates. Timeline must begin on or after July 1, 2018 and project must be complete by June 30, 2019.
- **Project Budget:** to include the following:
  - ✓ Itemized list of intended expenditures and estimated costs;
  - ✓ Amount of funds requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements);
  - ✓ If the grant project is not a Priority Project Grant, the state grant award cannot exceed \$20,000;
  - ✓ Please submit the Project Budget in a table following the example shown below:

<b>Sample Project Budget</b>	State Grant Award	Applicant Cash Match	Project Total
Recycling Carts for Commercial Recycling Program (100 carts @ \$55 each)	\$ 4,583	\$ 917	\$ 5,500
Labels for Carts and Signs for Recycling Sites	\$ 343	\$ 69	\$ 412
Program Brochures (Design and Printing)	\$ 209	\$ 41	\$ 250
<b>Total</b>	<b>\$ 5,135</b>	<b>\$ 1,027</b>	<b>\$ 6,162</b>

\* Note about Project Budgets: state and local sales taxes **are not** reimbursable expenditures and should not be included as part of grant budgets.

**Grant Selection Process:**

Through a blind evaluation process, a selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements should be made by April 2018.

**Award Criteria:**

Applicants are encouraged to consider the following Award Criteria as they develop their grant proposals. A total of 100 points is available.

1. **Innovation / Creativity (0-5 points):** Is the project innovative? Does the project address a new waste stream or material, create a new recycling service, or take an approach not seen in North Carolina? Does the project set a strong example for other communities to replicate?
2. **Advancement of Public Recycling Service (0-10 points):** Does the project implement a new recycling service in the applicant community? Does the project bring a new aspect of recycling to an area or region of the state? Does the project implement a new program or service that is proven to be effective in another community or region of the state?

3. **Planning (0-20 points):** Did the Project Description include all necessary elements as outlined in the Required Proposal Format? Is the proposal well thought out, well researched and backed by valid facts and assumptions?
4. **Consistency with Best Management Practices (0-15 points):** Is the project consistent with recycling industry Best Management Practices (BMPs) and / or does the project involve the adoption or expansion of an industry BMP? Recognized BMPs may include the collection of commingled materials, collection using carts, the use of compacting equipment for collection vehicles, and / or the use of equipment and / or practices proven to reduce contamination and maximize diversion in other communities.
5. **Impact on the Waste Stream (0-15 points):** Will the project contribute substantially toward reduction of the local waste stream or will it substantially increase tonnage recovered through recycling services?
6. **Efficiency / Cost-effectiveness (0-10 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing recycling service? Does the project reduce the operating cost of a current recycling service or does it adopt practices proven to be cost effective in other communities?
7. **Sustainability / Commitment (0-10 points):** Will the project be ongoing and sustained in subsequent annual budgets? Does the project have the support of the governing body? Does the project make investments that will continue to serve the community for years to come?
8. **Joint Effort (0 or 5 points):** One party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
9. **Priority Project★ (0-10 points):** Is the project seeking funding for a Priority Project Grant or a Special Large Priority Project Grant, and to what extent does the project support investments targeted in one of the Priority Project Grant categories?

**If A Proposal is Selected for Funding:**

DEACS anticipates that applicants selected to receive grant funding will be notified by the end of April 2018. DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer of grant funding is accepted:

- DEACS will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).
- When DEACS requires revisions to the initially submitted proposal as a condition of grant award, DEACS and the applicant must both agree on the revisions to the proposal and the applicant must approve any changes and accept the offered grant in writing. The Final Proposal will become an attachment to the grant contract. Applicants who fail meet this requirement will not be awarded funding.
- Successful applicants will be required to register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system please visit the following link: <http://eprocurement.nc.gov/>.
- DEACS will submit a request through the DEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

**NOTE: Successful applicants that make purchases before a grant contract is signed by both DEQ and the grant recipient will not be reimbursed.**

**Other General Terms and Conditions:**

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications:** all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.



- **Final reports:** a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. All applicants are strongly encouraged to visit the following web site to review the final reporting format and guidelines:  
<https://deq.nc.gov/conservation/recycling/local-government-recycling-assistance/grant-programs> . Applicants and grantees without internet access should contact Joseph Fitzpatrick at (919) 707-8121 to receive a copy of the Final Report Guidelines.
- **Extensions / Amendments:** no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (60) days prior to the contract end date. The request for extension must indicate how long the grantee is seeking to extend the project and the reason that the extension is being requested (i.e., why the project cannot be completed on time). Any request for an extension must include a new timeline with revised project milestones and should also include a revised project budget if budget changes are also being requested. DEACS reserves the right to decline any request for extension or amendment that is not initiated at least sixty (60) days prior to the contract end date.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has completed purchases associated with the grant project. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. **State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests.** The amount of actual grant payments may be prorated for projects and / or project elements that come in under budget.
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final report has been received by DEACS. The final report must be received and approved prior to the end date of the contract. All final requests for reimbursement must be received within 45 days of the contract end-date or all remaining grant funds will be forfeited.

#### **A Final Word on Grant Writing:**

Proposals may receive low scores or even be rejected because applicants fail to follow the instructions outlined in this document. Applicants stand a better chance of success if they include all of the required components of a proposal and if they follow the Required Proposal Format. Project Descriptions should be clear, concise, and should demonstrate thoughtful planning. Poorly prepared proposals create uncertainty about the project goals and intended results. Clear details will provide grant proposal reviewers confidence about the viability and feasibility of a proposal. Applicants with questions are encouraged to contact DEACS for more information.

## 2018 Community Waste Reduction and Recycling Grant

### Watauga County Sanitation Department School Recycling Roll Offs

**Contact Information-** Pamela Thomas  
Recycling Coordinator  
Watauga County Sanitation Department  
336 Landfill Road  
Boone, NC 28607  
828-264-5305 (phone)  
828-264-1702 (fax)  
Email.: [Pamela.Thomas@watgov.org](mailto:Pamela.Thomas@watgov.org)  
[Federal Tax ID or EIN Number: xx-xxx1816](#)

**Date Proposal Submitted-** February 16, 2018

**General Requirements:**

- *NC Solid Waste Disposal Tax Proceeds-* Watauga County verifies that all tax disposal proceeds are used only for the purpose of providing solid waste and recycling services. The amount Watauga County receives from the disposal funds is approximately \$26,000 per year. The cost to operate our recycling center is approximately \$180,000- \$200,000 per year and these funds are used to supplement the recycling center budget.
- *Recycling at Government Offices-* Watauga County provides recycling bins in all county offices for paper, plastic bottles, and aluminum cans. Recycling is collected weekly by Watauga County Maintenance Department. Cardboard pick up for county offices is provided weekly and as needed by the Watauga County Recycling Department.
- *Collection of Mercury Products-* Watauga County has been providing collection programs for mercury products for the past several years. Watauga County Maintenance Department replaces and collects used bulbs and thermostats from county buildings and brings them to the Watauga County Recycling Department. The Watauga County Recycling Department offers designated recycling containers at each of the 10 container sites for the collection of CFL's, and we also collect larger bulbs and thermostats at our Recycling building/HHW Building. The containers at each site are collected by our Recycling Department on a regular basis.

**Project Description:**

Watauga County Sanitation Department seeks to assist our local school systems in the collection of recyclable materials. Watauga County Board of Education has suffered the loss of several positions, including multiple vacancies in the Maintenance Department. Watauga County Board of Education Maintenance Department was previously responsible for the collection of all recyclable materials at all nine (9) school locations throughout Watauga County, but due to budget restraints of personnel within the school system, Watauga County Sanitation and Recycling Department has agreed with the Watauga County Board of Education to pick up the roll off containers, replace with the rover and deliver them to the Recycling Center. A system has already been established to track the numbers of recycled materials from each school. Currently, Watauga County schools without a recycling roll off have increasing

problems with overflow of their recyclables and resources to store/haul them. Watauga County Sanitation Department would like to propose the available funding by NC DEACS Grant 2018 be used for the purchase of two (2), 30 yard recycling roll off containers. The roll off containers would be placed at Blowing Rock Elementary School and Green Valley Elementary School for the collection/storage of their recyclable materials which would include; paper, plastic, cardboard and cans. Each container would have at least 3 dividers to keep recyclables separated. However, these dividers could be removed should Watauga County ever switch to single stream recycling in the future.

The school contacts for recycling and the contact numbers are as follows:

Blowing Rock Elementary School	Liz Tencher	828-295-3204
Green Valley Elementary School	Maria Jamell	828-264-3606

**Special Requirements:**

Watauga County Schools have existing recyclable material collection bins located in high traffic areas (cafeterias, lobbies, classrooms, offices and staff lounges). Each school has a group of students that collect these separated recyclables and process them for collection day. Since our purchase of roll offs for five schools from the 2016 and 2017 NC Community Waste Reduction and Recycling Grants, Watauga County Sanitation and Recycling Department has taken over collection from Watauga County Schools due to budget restraints.

Watauga County Sanitation and Recycling Department employees would be scheduled to pick up these recycling containers from the aforementioned schools on a regular basis and haul them to Watauga County’s Recycling Facility where they will be sorted, baled and sold. Currently, each school is equipped with a single roll off container that is used solely for the collection of cardboard. If Watauga County Sanitation and Recycling Department is funded for this project and roll off containers are purchased for 2 of our schools, we would remove the cardboard containers and replace them with the divided 30 yard roll off containers to save space and increase recyclable collections. This will allow the schools to participate in more efficient recycling. In addition, Watauga County Schools will also pay for signage for the roll offs, making it easily identifiable for children to recycle correctly.

The recycling coordinator will make a site visit at each school to meet with custodial staff and the recycling contact in order to review the recycling practices at each school in order to discuss the new roll offs, and also to educate personnel about recycling correctly. A meeting will also be held with all school employees to encourage more recycling within Watauga County Schools, and to also get ideas or suggestions about student involvement in recycling.

Watauga County will also continue to budget in future years for the purchase of additional roll off containers for recycling for each school in Watauga County until all schools are provided with roll offs for efficiency. All Watauga County Public Schools have previously been supplied with recycling collection bins that are located in classrooms, cafeterias and public areas such as lobbies. Also, each school participates in a recycling program and has either custodial staff or recycling groups collect from the bins. Watauga County schools, as well as Watauga County government buildings/offices, are source separated for recyclable collection. Once recyclables are collected, they are hauled to our county recycling facility where they are then baled and loaded into staged trailers according to material. Once trailers are fully loaded, the baled recyclables are then sold to companies for premium market value and the revenue is used for the operational costs of our department. Watauga County is always looking for ways to

practically and efficiently grow our recycling programs, and we feel this project will significantly assist our school system, as well as the future generations regarding recycling in our community.

**Grant Project Timeline:**

- November 30, 2018- Deliver roll off containers to schools for installation, and prep school custodians/ recycling groups for sorting and collecting; initiate collections on this date.
- June 30, 2019 – Final Report and Final Reimbursement Completed and Approved by NC DEQ DEACS

**Project Budget:**

Item	State Grant Award	Applicant Cash Match	Total
Two (2), 30 yd Roll Off Recycling Containers	\$10,000.00	\$2,000.00+*	\$12,000.00+
<b>TOTALS</b>		<b>\$2,000.00+*</b>	<b>\$12,000.00+</b>

\*Cash match will be paid by Watauga County and Watauga County Schools will reimburse Watauga County for the matching funds. Items purchased will be planned for their 2018-2019 budgets.

## Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

### Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
  - (B) An accounting of all State financial assistance received, held, used, or expended.
  - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

### Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
  
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
  
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
  
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

**AGENDA ITEM 7:**

**PROPOSED TOWER AGREEMENT WITH WATAUGA COUNTY AMATEUR RADIO CLUB, INC.**

**MANAGER'S COMMENTS:**

Mr. Jeff Virginia, Emergency Services Director, will request the Board approve a lease with the Watauga Amateur Radio Club, Inc. for the use of a small tower at the Rich Mountain site. The club provides all communications for the American Red Cross when deployed in Watauga and is a significant asset to emergency management during times of disaster.

Staff's recommendation is to approve the lease as presented, contingent upon County Attorney review and approval, with the Watauga Amateur Radio Club, Inc.



# WATAUGA COUNTY

060518 BCC Meeting

## Department of Communications & Emergency Services

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

FAX (828) 265-7617

Jeff Virginia-Director

Email: [Jeff.Virginia@watgov.org](mailto:Jeff.Virginia@watgov.org)

May 30, 2018

### MEMORANDUM

To: Watauga County Board of Commissioners  
From: Jeff Virginia  
Reference: Proposed antenna agreement with Watauga Amateur Radio Club  
Cc: Deron Geouque

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Attached is a proposed agreement between Watauga County and Watauga Amateur Radio Club, Inc. for the use of the small tower behind the main Watauga County Communications tower on Rich Mountain.

The Watauga Amateur Radio Club, Inc has been on the small tower on Rich Mountain as long as I can remember and are a huge asset to Watauga County Emergency Management during times of disaster. They also provide all communications for the American Red Cross when they are deployed for sheltering in Watauga County. In the past several years the club has provided communications for the Red Cross during the structure fire at the Valle Landing in Valle Crucis, assisted with communications during the Horton fire in the Sampson Community and manned shelters that were set up during the flooding last year. Amateur Radio is identified as an emergency asset in the North Carolina Emergency Management Operations Plan and has provided many no cost services to Watauga County including maintaining the fenced in area at the Rich Mountain tower site.

I would respectfully request that the Watauga County Board of Commissioners review and consider this agreement.

Agreement Between  
Watauga County and Watauga Amateur Radio Club, Inc.

1. Amateur Radio is assigned radio frequencies by the Federal Communications Commission in order to advance electronics technology and to provide a pool of trained radio operators capable of providing communications during emergencies when normal communications are disrupted or unavailable. Amateur Radio is an emergency resource identified in the North Carolina Emergency Management Operations Plan.
2. Permission is granted to the Watauga Amateur Radio Club, Incorporated (WARC) for the installation and use of antennas, antenna cables and associated equipment on a 40 foot tower at the County Communications Site on Rich Mountain and for use of space within the Communications Equipment Building under the following conditions:
  - a. WARC will provide communications and trained personnel to assist the Red Cross when shelters are opened in emergencies and will assist Watauga County Emergency Management when requested.
  - b. Access to the County Communications Building where amateur repeaters and associated equipment is housed will be under conditions set by the County Director of 911 and Emergency Services or his designee and at times convenient to the County.
  - c. No member, agent or person associated with WARC may climb or mount any equipment, antenna, cables or other device on the 100 foot on which the County's emergency equipment antennas are mounted.
  - d. No member or agent of WARC may adjust or tamper with the county's emergency communications equipment or make any modification to the county communication building.
  - e. If the amateur radio equipment causes interference to any county communications equipment, WARC will shut down its radio equipment until the problem is fixed.



- f. WARC will bear all expenses in maintaining its equipment in proper working order and insure the 40 foot tower and equipment for their replacement value.
  - g. WARC may use its amateur radio equipment as needed to insure its proper operation, to provide communications during local community events and to relay weather information to the National Weather Service.
  - h. WARC may not engage in providing commercial communications service for a fee.
  - i. WARC will not seek funding from the county for the communications support provided to the Red Cross and Emergency Management.
3. This agreement is subject to execution and continuation of a written agreement between the Red Cross and the Watauga Amateur Radio Club, Incorporated for the provision of emergency communications to the Red Cross by Club.
  4. WARC may not assign or transfer this agreement to any other party.
  5. The agreement is for ninety days, automatically renewable for additional ninety day periods unless either party gives a forty-five day notice to the other of their intent to cancel the agreement. Upon the termination of this agreement, WARC will remove its antennas, cables and equipment at no cost to the county.

\_\_\_\_\_  
President, Watauga Amateur Radio Club

\_\_\_\_\_  
Chairman, John Welch

\_\_\_\_\_  
Attest: Anita Fogle, Clerk to the Board

**AGENDA ITEM 8:**

**FINANCE MATTERS**

*A. Budget Amendments*

**MANAGER'S COMMENTS:**

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

Board approval is requested.



## WATAUGA COUNTY FINANCE OFFICE

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

### MEMORANDUM

**TO:** Deron T. Geouque, County Manager  
**FROM:** Margaret Pierce, Finance Director  
**SUBJECT:** Budget Amendments - FY 2017/18  
**DATE:** May 28, 2018

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

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103839 384000	Donation		1,740
104199 457001	Capital Outlay-Land	1,740	

Per Board action 5-15-18; to recognize the donation of .173 acres of land near Sterling Creek Park.

293270 312009	Occupancy Tax Revenues		250,000
294140 469900	Watauga County Dist U TDA	247,500	
294140 449900	Administrative Collection Fee	2,500	

To recognize additional projected occupancy tax revenues above original budget.

103980 398121	Transfer from Capital Projects Fund		20,000
104920 463000	EDC	20,000	
213991 399101	Fund Balance Appropriation		20,000
219800 498010	Transfer to General Fund	20,000	

Per Board action 5-15-18; to allocate an additional \$20,000 to the EDC budget for a video project per request of the EDC board.

103910 391003	Sale of Fixed Asset	15,475,000	
103910 391000	Loan from ASU on Property Transfer	2,819,000	
104199 457000	Property Purchase from ASU	25,000	
104199 469149	Loan to ASU on Property Transfer		18,319,000

To revise prior budget amendment based on recommendation of the LGC and SOG specialists.

233991 399101	Fund Balance Appropriation		5,000
234310 423800	Undercover Durg Purchases	5,000	

Per the request of Sheriff Hagaman; to recognize additional funds for use in law enforcement cases as buy money for investigations. These funds are from the State Substance Abuse Tax Fund.

103200	326600	ABC Bottle Tax		500
105890	469848	Mediation and Resorative Justice	500	

To recognize additional projected ABC bottle tax revenues above original budget.

104330	469905	Boone Fire Dist Sales Tax Distribution	43,500	
103200	323300	Sales Tax Revenue		43,500

To recognize additional projected sales tax distribution above original budget.

243102	312100	Boone Rural Current Year Tax Revenue		12,000
243102	312101	Foscoe Current Year Tax Revenue		1,400
283102	312105	Stewart Simmons Current Year Tax Revenue		15,000
283102	312106	Zionville Current Year Tax Revenue		4,000
283102	312108	Shawneehaw Current Year Tax Revenue		1,000
283102	312109	Meat Camp Current Year Tax Revenue		7,500
244340	469905	Boone Rural	12,000	
244340	469901	Foscoe	1,400	
284340	469905	Stewart Simmons	15,000	
284340	469906	Zionville	4,000	
284340	469908	Shawneehaw	1,000	
284340	469909	Meat Camp	7,500	

To recognize additional projected property tax revenues above original budget.

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**AGENDA ITEM 8:**

**FINANCE MATTERS**

***B. Proposed Resolution Authorizing Watauga County To Engage In Electronic Payments As Defined by G. S. 156-28 or G. S. 115C-441***

**MANAGER’S COMMENTS:**

Ms. Pierce will present a resolution authorizing the use of electronic payments. The county along with just about every other county and municipality in the state are utilizing the process and have for many years. It is staff’s understanding that the LGC wanted to formalize this process so that it conforms to the preaudit requirement.

Board action is required to adopt the resolution as presented to allow the County to formally utilize electronic payment and conform with all statutes and administrative codes.



## WATAUGA COUNTY FINANCE OFFICE

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

### MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Margaret Pierce, Finance Director

**SUBJECT:** Resolution to authorize electronic payments

**DATE:** May 28, 2018

Attached please find a resolution to authorize the County to engage in electronic payments as defined by NC GS 159-28 or 115C-441. This resolution is necessary due to a legislative change to the preaudit and disbursement process. The changes allow the County to use fleet fuel cards, purchasing cards, and utilize electronic processes for payments through the County bank accounts. All these activities have been used by nearly all counties and municipalities for numerous years, however the State determined the preaudit process was not being met legally. With this resolution, the County will be conforming to the correct requirements under the revised statutes and NC Administrative Code.

Board approval is requested.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**DRAFT**

**Resolution Authorizing Watauga County  
To Engage In Electronic Payments As Defined by G.S. 159-28 or G.S. 115C-441**

**WHEREAS**, it is the desire of the Board of Commissioners that Watauga County is authorized to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441; and

**WHEREAS**, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Board of Commissioners, to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409; and

**WHEREAS**, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Board of Commissioners, to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03 .0410.

**NOW, THEREFORE, BE IT RESOLVED**, by the Watauga County Board of Commissioners:

Section 1. Authorizes Watauga County to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441;

Section 2. Authorizes the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409;

Section 3. Authorizes the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410; and

Section 4. This resolution shall take effect immediately upon its passage. Upon motion of \_\_\_\_\_, and seconded by \_\_\_\_\_, the foregoing Resolution was passed by the following vote:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_

I, Anita J. Fogle, Clerk of the Board of Commissioners of Watauga County, do hereby certify that the foregoing resolution is a true and exact copy of the "Resolution authorizing Watauga County to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441" duly adopted by the Board of Commissioners of Watauga County at the regular meeting thereof duly called and held on June 5, 2018, a quorum being present.

**WITNESS** my hand at Boone, N.C., this 5<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board





STATE AND LOCAL GOVERNMENT FINANCE DIVISION  
AND THE LOCAL GOVERNMENT COMMISSION

GREGORY C. GASKINS  
DEPUTY TREASURER

**Memorandum # 2018-05**

To: Finance Officers of Local Governments and LEAs  
From: Sharon Edmundson, Director, Fiscal Management Section  
Subject: Changes to Pre-audit Certification Requirements for Electronic Obligations and Payments; Administrative Code - 20NCAC 03 .0409 and 20 NCAC 03 .0410  
Date: March 12, 2018

The 2015 legislature modified GS 159-28 (d2) (local governments) and 115C-441(d2) (local school administrative units) to allow the Local Government Commission (LGC) to adopt rules to address the execution of the pre-audit and disbursement process related to electronic transactions for local government and local school administrative units. The new pre-audit and disbursement rules were effective as of November 1, 2017, and exist as part of the North Carolina Administrative Code ([20 NCAC 03.0409](#) and [20 NCAC 03.0410](#)).

Units of government can now be exempt from the pre-audit certificate and disbursement certificate requirements on electronic transactions ***if they follow the requirements as detailed in the new administrative code rules***. The purpose of this memorandum is to briefly outline the requirements that will allow local governments to take advantage of these changes for electronic transactions utilizing the following:

- (1) charge cards;
- (2) credit cards;
- (3) debit cards;
- (4) gas cards;
- (5) procurement cards; or
- (6) electronic funds transfers

It is important to note that ***none of these rule changes exempt a unit of government from going through the pre-audit process***; the rules only exempt a unit from affixing the certificate of pre-audit on electronic transactions IF the unit abides by the rules set forth in the administrative code.

Memorandum #2018-05

Changes to Pre-audit Certification Requirements for Electronic Obligations and Payments

March 12, 2018

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### **Requirements to Take Advantage of Pre-Audit Certificate Exemption on Electronic Obligations**

There are multiple steps a unit of government must take in order to take advantage of the rule change for electronic **obligations**. These steps are:

1. The unit's governing board shall adopt a resolution authorizing the unit to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441 (see Addendum A for a sample resolution).
2. The unit's board must adopt policies and procedures for electronic obligations or delegate the authority and responsibility for writing those policies and procedures to the finance officer.
3. The written policy must outline the basic procedures for pre-auditing obligations incurred by electronic transactions. The written policy and any procedures developed by the finance officer must provide sufficient internal controls over the obligation process, which must include the following:
  - a. Ensure that there is an appropriate budget ordinance or project/grant ordinance appropriation authorizing the obligation;
  - b. ensure that sufficient monies remain within the appropriation to cover the amount that is expected to be paid out during the current fiscal year if accounted for in the budget ordinance, or to cover the entire amount if accounted for in a project or grant ordinance.
  - c. Record the amount of the transaction in the unit's encumbrance system.
4. The unit must provide training to all personnel about the written policy and the procedures that must be followed before undertaking an electronic transaction.
5. If a governmental unit is not already doing so, the unit of government must present to its governing board at least quarterly a budget to actual statement by fund that includes budgeted accounts, actual payments made, amounts encumbered (including electronic obligations) and the amount of the budget that is unobligated.
6. The unit's written policy and procedures must include a method to track obligations, commonly called an encumbrance system. The system can be manual or maintained as part of the unit's accounting system or any combination thereof.

### **Requirements to Take Advantage of Disbursement Certificate Exemption on Electronic Payments**

Likewise there are multiple steps a unit of government must take in order to take advantage of the rule change for electronic **payments**. These steps are:

1. The unit's governing board shall adopt a resolution authorizing the unit to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441 (see Addendum A for a sample resolution).

Memorandum #2018-05

Changes to Pre-audit Certification Requirements for Electronic Obligations and Payments

March 12, 2018

Page 3

2. The unit's board must adopt policies and procedures for electronic payments or delegate the authority and responsibility for writing those policies and procedures to the finance officer.
3. The unit must adopt a written policy outlining basic procedures for disbursing public funds electronically. The written policy must provide sufficient internal controls to ensure the following:
  - a. ensure that the amount claimed is payable;
  - b. ensure that there is an appropriate budget ordinance or project/grant ordinance appropriation authorizing the expenditure;
  - c. ensure that sufficient monies remain within the appropriation to cover the amount that is due to be paid out during the current fiscal year if accounted for in the budget ordinance, or to cover the entire amount if accounted for in a project/grant ordinance; and
  - d. ensure that the unit has sufficient cash to cover the payment.

Some of the questions we have received about this new process, along with our responses, are noted below.

Q *Does the board's delegation of authority to the finance officer to develop the policies and procedures need to be in writing?*

A. Yes.

Q *My unit already publishes monthly budget-to-actual financial reports on its website – will these suffice for the requirement to provide these reports to the board?*

A. We believe so if they meet all the other requirements listed.

While these changes do not address all the business challenges that local governments face in operating in an increasingly electronic environment, they should provide a way for entities to more easily operate within the requirements of the General Statutes in this particular area.

If you have any questions or concerns about this publication, please contact us at (919) 814-4299 or via email at [Sharon.edmundson@nctreasurer.com](mailto:Sharon.edmundson@nctreasurer.com)

**AGENDA ITEM 9:****ADOPTION OF THE FISCAL YEAR 2019 BUDGET ORDINANCE****MANAGER'S COMMENTS:**

The Fiscal Year 2019 Budget Ordinance is presented for adoption. Below is a list of changes that were requested by the Board and which have been incorporated into the proposed budget:

<b>Budget Change Summary</b>			
<b>General Fund</b>			
	<b>Revenues</b>	<b>Expenditures</b>	
05/02/2018		(815)	Remove 2% from BCC cola
		815	Hunger and Health Coalition
05/03/2018	1,000		EM Grant
		1,000	EM Grant
<b>net change</b>	<b>1,000</b>	<b>1,000</b>	<b>Overall Budget Change (\$0)</b>

The Board may approve the proposed budget ordinance as presented, request changes, or schedule an additional work session. North Carolina General Statutes requires the budget be adopted by June 30<sup>th</sup>.

Board action is required.

**STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA  
BUDGET ORDINANCE  
FISCAL YEAR 2018/19**

**BE IT ORDAINED** by the Board of Commissioners of Watauga County, North Carolina, meeting in regular session this 5th day of June, 2018, that the following fund revenues and departmental expenditures, together with certain restrictions and authorizations, are adopted:

**SECTION I****GENERAL FUND***A. Revenues Anticipated:*SOURCEAMOUNT

Ad Valorem Taxes	\$31,837,000
Local Option Sales Taxes	\$12,120,000
Other Taxes	\$823,000
Intergovernmental Revenues	\$4,574,460
Permits and Fees	\$650,000
Recreation Programs	\$324,000
Sales and Services	\$789,360
Miscellaneous Revenues	\$500,710

**Total Revenues - General Fund****\$51,618,530***B. Expenditures Authorized:*

## General Government

Governing Body	\$62,085
Administration	\$431,795
Finance	\$448,305
Tax Administration	\$1,123,350
Tax Revaluation	\$50,000
License Plate Agency	\$203,395
Legal Services	\$85,000
Court Facilities	\$2,000
Elections	\$353,220
Register of Deeds	\$535,765
General Administration	\$1,110,240
Information Technology	\$912,475
Maintenance	\$1,363,395
Public Buildings	\$1,489,240
<b>Total</b>	<b><u>\$8,170,265</u></b>

## Public Safety

Sheriff	\$4,232,520
Detention Center	\$2,291,060
Emergency Services	\$873,825
Emergency Management	\$1,601,200
Planning and Inspections	\$667,500
Emergency Medical Services	\$1,519,710
Animal Care and Control	\$136,060
<b>Total</b>	<b><u>\$11,321,875</u></b>

## Environmental Protection

Cooperative Extension Service	\$252,680
Soil and Water Conservation	\$125,215
<b>Total</b>	<b><u>\$377,895</u></b>

## Transportation

Transportation	\$67,495
<b>Total</b>	<b><u>\$67,495</u></b>

## Economic/Physical Development

Economic Development Commission	\$71,000
Special Appropriations	\$465,605
<b>Total</b>	<b><u>\$536,605</u></b>

## Human Services

Public Health	\$680,705
Mental Health	\$171,195
Project on Aging	\$1,393,040
Veteran's Service	\$122,510
<b>Total</b>	<b><u>\$2,367,450</u></b>

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Education	Watauga County Board of Education Caldwell Community College & Technical Institute	\$14,307,455 \$950,250
	<b>Total</b>	<b>\$15,257,705</b>
Cultural and Recreational	Library Recreation	\$604,760 \$1,108,105
	<b>Total</b>	<b>\$1,712,865</b>
Transfers to Other Funds	Transfer to Public Assistance Fund Transfer to Capital Projects Fund Transfer to Debt Service Fund	\$1,396,655 \$4,957,170 \$5,452,550
	<b>Total</b>	<b>\$11,806,375</b>
<b>Total Expenditures - General Fund</b>		<b>\$51,618,530</b>

**SECTION II****PUBLIC ASSISTANCE FUND***A. Revenues Anticipated:***SOURCE****AMOUNT**

Federal and State Allocations	\$3,284,195
Miscellaneous Revenue	\$21,100
Transfer from General Fund	\$1,396,655
Fund Balance Appropriation	\$325,000

**Total Revenues - Public Assistance Fund** **\$5,026,950**

*B. Expenditures Authorized:*

Administration	\$3,268,420
Child Support Enforcement Programs	\$211,850
	\$1,546,680

**Total Expenditures - Public Assistance Fund** **\$5,026,950**

**SECTION III****CAPITAL PROJECTS FUND***A. Revenues Anticipated:***SOURCE****AMOUNT**

Transfer from General Fund	\$4,957,170
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**Total Revenues - Capital Projects Fund** **\$4,957,170**

*B. Expenditures Authorized:*

Watauga County Schools CIPs	\$2,000,000
County CIP	\$2,957,170

**Total Expenditures - Capital Projects Fund** **\$4,957,170**

**SECTION IV****FEDERAL EQUITABLE SHARING FUND (SHERIFF'S OFFICE)***A. Revenues Anticipated:***SOURCE****AMOUNT**

Fund Balance Appropriation	\$3,320
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**Total Revenues - Federal Equitable Sharing Fund** **\$3,320**

*B. Expenditures Authorized:*

Operations	\$3,320
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**Total Expenditures - Federal Equitable Sharing Fund** **\$3,320**

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**SECTION V****STATE SUBSTANCE ABUSE TAX FUND (SHERIFF'S OFFICE)**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Controlled Substance Tax	\$32,000
	Fund Balance Appropriated	\$8,000
	<b>Total Revenues - State Substance Abuse Tax Fund</b>	<b><u><u>\$40,000</u></u></b>
 <i>B. Expenditures Authorized:</i>	Operations	\$40,000
	<b>Total Expenditures - State Substance Abuse Tax Fund</b>	<b><u><u>\$40,000</u></u></b>

**SECTION VI****EMERGENCY TELEPHONE SURCHARGE FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Emergency Telephone Surcharge	\$326,565
	<b>Total Revenues - Emergency Telephone Surcharge Fund</b>	<b><u><u>\$326,565</u></u></b>
 <i>B. Expenditures Authorized:</i>	Implemental Functions	\$77,100
	Software	\$72,800
	Employee Training	\$6,045
	Telephone	\$99,620
	Hardware	\$71,000
	<b>Total Expenditures - Emergency Telephone Surcharge Fund</b>	<b><u><u>\$326,565</u></u></b>

**SECTION VII****RURAL FIRE SERVICE DISTRICT FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Beech Mtn Rural Fire Service District	\$1,800
	Boone Rural Fire Service District	\$940,500
	Cove Creek Rural Fire Service District	\$700
	Foscoe Rural Fire Service District	\$74,000
	Shawneehaw Rural Fire Service District	\$6,800
	<b>Total Revenues - Rural Fire Service Districts Fund</b>	<b><u><u>\$1,023,800</u></u></b>
 <i>B. Expenditures Authorized:</i>	Beech Mtn Rural Fire Service District	\$1,800
	Boone Rural Fire Service District	\$940,500
	Cove Creek Rural Fire Service District	\$700
	Foscoe Rural Fire Service District	\$74,000
	Shawneehaw Rural Fire Service District	\$6,800
	<b>Total Expenditures - Rural Fire Service Districts Fund</b>	<b><u><u>\$1,023,800</u></u></b>

*NOTE: In the event the actual proceeds from the fire tax exceed or fall short of the appropriated amounts, the actual proceeds from the tax shall constitute the appropriations from the tax levy and the Budget Officer is authorized to amend the budget upward to cover the actual revenues collected.*

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**SECTION VIII****FIRE TAX DISTRICTS FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Beaver Dam Fire Department	\$115,000
	Blowing Rock Fire District	\$495,000
	Cove Creek Fire District	\$260,000
	Creston Fire Department	\$6,900
	Deep Gap Fire District	\$205,000
	Fall Creek Fire Department	\$11,000
	Foscoe Fire District	\$485,000
	Meat Camp Fire Department	\$220,000
	Shawneehaw Fire District	\$105,000
	Stewart Simmons Fire District	\$220,000
	Todd Fire District	\$67,000
	Zionville Fire District	\$125,000
	<b>Total Revenues - Fire Districts Fund</b>	<b><u>\$2,314,900</u></b>
 <i>B. Expenditures Authorized:</i>		
	Beaver Dam Fire Department	\$115,000
	Blowing Rock Fire District	\$495,000
	Cove Creek Fire District	\$260,000
	Creston Fire Department	\$6,900
	Deep Gap Fire District	\$205,000
	Fall Creek Fire Department	\$11,000
	Foscoe Fire District	\$485,000
	Meat Camp Fire Department	\$220,000
	Shawneehaw Fire District	\$105,000
	Stewart Simmons Fire District	\$220,000
	Todd Fire District	\$67,000
	Zionville Fire District	\$125,000
	<b>Total Expenditures - Fire Districts Fund</b>	<b><u>\$2,314,900</u></b>

*NOTE: In the event the actual proceeds from the fire tax exceed or fall short of the appropriated amounts, the actual proceeds from the tax shall constitute the appropriations from the tax levy and the Budget Officer is authorized to amend the budget upward to cover the actual revenues collected.*

**SECTION IX****OCCUPANCY TAX FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Occupancy Tax	\$1,500,000
	<b>Total Revenues - Occupancy Tax Fund</b>	<b><u>\$1,500,000</u></b>
 <i>B. Expenditures Authorized:</i>		
	Tax Collection Fees	\$25,000
	Watauga District U TDA	\$1,475,000
	<b>Total Expenditures - Occupancy Tax Fund</b>	<b><u>\$1,500,000</u></b>

*NOTE: In the event the actual proceeds from the occupancy tax exceed or fall short of the appropriated amounts, the actual proceeds from the tax shall constitute the appropriations from the tax levy and the Budget Officer is authorized to amend the budget upward to cover the actual revenues collected.*



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**SECTION X**

**DEBT SERVICE**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Federal Interest Credit on QSCB Loan	\$13,920
	Transfer from General Fund	\$5,452,550
	<b>Total Revenues - Debt Service Fund</b>	<b><u><u>\$5,466,470</u></u></b>
<i>B. Expenditures Authorized:</i>		
	Debt Service-Education	\$5,060,420
	Debt Service-Other	\$406,050
	<b>Total Expenditures - Debt Service Fund</b>	<b><u><u>\$5,466,470</u></u></b>

**SECTION XI**

**SOLID WASTE ENTERPRISE FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Intergovernmental Revenues	\$121,000
	Charges for Services	\$4,849,845
	Miscellaneous Revenues	\$38,700
	Fund Balance Appropriated	\$98,520
	<b>Total Revenues - Solid Waste Enterprise Fund</b>	<b><u><u>\$5,108,065</u></u></b>
<i>B. Expenditures Authorized:</i>		
	Sanitation Department	\$4,985,140
	Recycling	\$122,925
	<b>Total Expenditures - Solid Waste Enterprise Fund</b>	<b><u><u>\$5,108,065</u></u></b>

**SECTION XII**

**COUNTY TAX RATE ESTABLISHED**

An ad valorem tax rate of \$0.353 per \$100 at full valuation is hereby established as the official tax rate for Watauga County for the fiscal year 2018/19. This rate is based on a total base valuation of \$9,148,630,208.

**SECTION XIII**

**COUNTY FIRE DISTRICT TAX RATES ESTABLISHED**

Ad valorem tax rates as listed below per \$100 at full valuation is hereby established as the official tax rates for Watauga County Fire Protection Districts for the fiscal year 2018/19. This rate is based on the estimated taxable property situated in each district.

<u>Fire District</u>	<u>Property Values</u>	<u>Tax Rate Per \$100 of Value</u>
Beech Mountain Rural	\$3,187,280	\$ 0.05
Blowing Rock Rural	\$979,194,923	\$ 0.05
Boone Rural	\$1,862,584,394	\$ 0.06
Cove Creek	\$501,103,821	\$ 0.05
Cove Creek Special	\$11,427,608	\$ 0.05
Deep Gap	\$398,965,834	\$ 0.05
Foscoe	\$943,991,746	\$ 0.05
Foscoe Special	\$145,216,120	\$ 0.05
Meat Camp	\$449,525,434	\$ 0.05
Northwest Watauga	\$237,324,812	\$ 0.05
Shawneehaw	\$196,947,111	\$ 0.05
Shawneehaw Special	\$12,441,828	\$ 0.05
Stewart Simmons	\$440,307,830	\$ 0.085
Todd	\$127,394,517	\$ 0.07
Zionville	\$242,254,836	\$ 0.05

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**SECTION XIV****SOLID WASTE FEES ESTABLISHED**

Commercial and Other Non-Residential Tipping Fees (includes scrap metal and demolitions)	\$53.00 per ton
Tipping amounts less than one ton will be charged a prorated portion of the fee	
Solid Waste Fee (per residence County-wide)	\$80.00 per year
Brush/Stump tipping fee	\$42.00 per ton
Tire trailer rental	\$150.00 per trailer

**SECTION XV****PLANNING, INSPECTIONS FEES ESTABLISHED**

<b>Building Permit</b>	\$.30 per square foot heated space \$.15 per square foot unheated space
<b>Modular Home</b>	\$300.00 plus \$.15 per square foot for basement
<b>Mobile Home</b>	\$75.00 single wide / \$100 double wide
<b>Penalty for building without permit</b>	Double building permit fees. May be subject to additional trip fees as necessary
<b>Alteration Permit</b>	\$75.00
<b>Sign Permit</b>	\$50.00 on premise / \$100.00 for billboard
<b>Trip Fee</b>	\$75.00
<b>Grading permit</b>	\$150.00 per acre or part thereof; Individual home site less than 1 acre exempt
<b>Floodplain Development Permit</b>	\$150.00
<b>Compliance and Review (For all ordinances not specifically named in fee schedule)</b>	\$40.00 per permit / \$100.00 per site plan \$300.00 appeals, conditional use permits, variances \$400.00 amendments
<b>Subdivision Plat/Manufactured Home Park Fees</b>	\$30.00 per lot or building as applicable
<b>Wireless Communication Tower Site</b>	\$750.00
<b>Wireless Co-location Permit</b>	\$150.00
<b>Wind Energy Systems</b>	\$150 small / \$750 large
<b>Sexually Oriented Business Permit</b>	\$1,000.00
<b>Road Name Change</b>	\$500.00
<b>Administrative Fees for Refunds</b>	\$30.00 plus \$75.00 per inspection done

**SECTION XVI****FIRE CODE FEES AND PENALTIES ESTABLISHED****Special User Permits for Specific Times:**

Fireworks - Public Display	\$25.00
Tents and Air Structures (30 day maximum)	\$25.00
Temporary kiosks or Merchandising Displays	\$25.00

**Insecticide fogging or fumigation**

\$25.00

**Explosive Materials/Blasting Permits:**

Annually (1 Year)	\$100.00
48 Hours	\$40.00

**Special Assembly:**

Gun show, craft show, etc	\$25.00
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**Bowling Pin and Alley:**

Resurfacing and Refinishing	\$25.00
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**Any other Special Function Requiring Fire Prevention:**

Bureau inspection and Approval	\$25.00
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**Fire Report Copies**

\$2.00

**Existing Systems Tests:**

Sprinkler Certification Test	\$25.00
Fire Alarm Testing	\$25.00
Standpipe Certification Test	\$25.00
Grease Removal Test	\$25.00
Fixed Fire Suppression Test	\$25.00
Day Care Inspection	\$25.00
Residential Custodial Care and Nursing Homes	\$25.00
<b>Certification of Occupancy</b>	<b>\$25.00</b>

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**Underground Storage Tanks:**

Removal (per tank)	\$30.00
New Installations (per tank)	\$50.00
<b>Hydrant Installations - private contractors only</b>	<b>\$30.00</b>
<b>New Sprinkler Systems</b>	<b>0.05 per square foot</b>
<b>Sprinkler Renovations</b>	<b>\$50.00</b>
<b>Standpipes</b>	<b>\$30.00</b>
<b>New Alarm Systems</b>	<b>\$35.00</b>
<b>Alarm System Renovations</b>	<b>\$50.00</b>
<b>Fixed Fire Suppression Systems</b>	<b>\$35.00</b>
<b>Renovations to the Systems</b>	<b>\$25.00</b>
<b>Fire Marshall Fire Reports</b>	<b>\$5.00</b>

**SECTION XVII**

**BUDGET OFFICER**

The County Manager shall serve as Budget Officer and shall be authorized to reallocate departmental appropriations among the various objects of expenditure as necessary.

The County Manager shall be authorized to effect transfers between departments in the same fund, not to exceed 10% of the appropriated monies for the department whose allocation is reduced. Notation of all such transfers shall be made to the Board at the next regularly scheduled Board meeting.

Interfund transfers established in the budget, may be accomplished without recourse to the Board. All other interfund transfers require approval of the Board of Commissioners.

Salary increases shall be granted in accordance with the official pay plan of Watauga County, duly adopted by the Board of Commissioners.

The County Manager shall be authorized to reallocate contingency funds. Such transfers shall be reported to the Board at its next regular meeting, and recorded in the minutes per NC General Statute 159-13(b)(3).

**SECTION XVIII**

**UTILIZATION OF BUDGET AND BUDGET ORDINANCE**

This Ordinance shall be the basis of the financial plan for the Watauga County Government during the 2018/19 fiscal year. The Budget Officer shall administer the budget and he shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The Finance Director shall establish and maintain records consistent with this ordinance and the appropriate statutes of the State of North Carolina.

A copy of this ordinance shall be furnished to the Clerk to the Board of Commissioners, the County Manager, and the Finance Director to be kept on file by them for direction in the disbursement of funds.

ATTEST:

\_\_\_\_\_  
*John Welch, Chairman*

\_\_\_\_\_  
*Anita Fogle, Clerk to the Board*

**(SEAL)**

**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Appointment of Interim Finance Director***

**MANAGER'S COMMENTS:**

Due to the resignation of Ms. Pierce as finance director, the Board will need to appoint the County Manager as interim Finance Director until a replacement has been hired.

Board action is required to appoint the County Manager as Interim Finance Director.

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**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***B. Proposed Lease Renewal – NC State Highway Patrol***

**MANAGER’S COMMENTS:**

The lease for office space at the Law Enforcement Center for the North Carolina State Highway Patrol (NCSHP) is up for renewal. The requested renewal amount is the same rate as the current amount of \$4,560 annually for a term of one year with two one year extensions. The term of the lease is for a three (3) year period commencing on July 1, 2018 and ending June 30, 2021.

Board action is requested, contingent upon County Attorney review, to approve the lease with the North Carolina State Highway Patrol (NCSHP) from July 1, 2018 to June 30, 2021.

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL.

**FAXED PROPOSALS ARE NOT ACCEPTABLE.**

**PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28**

1. NAME OF LESSOR: Watauga County  
 2. LESSOR'S AGENT: Deron Geouque, County Manager

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE:  
 A. PROPRIETORSHIP  B. PARTNERSHIP  C. CORPORATION  D. GOVERNMENTAL  E. NON-PROFIT  
 F. **\*\*\*(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES**  G. OTHER:

MAILING ADDRESS: 842 W. King Street, Suite 1  
 CITY: Boone ZIP: 28607  
 PHONE# 828-265-8000 FAX#: 828-264-3230  
 E-MAIL: deron.geouque@watgov.org

3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor)  
 Watauga county Law Enforcement Center

STREET ADDRESS: 184 Hodges Gap Road  
 CITY: Boone COUNTY: Watauga ZIP CODE: 28607

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED  
 A. OFFICE: 365  
 B. WAREHOUSE:  
 C. OTHER:

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	REQUIRED CLIENTELE PARKING SPACES
OFFICE	365	\$4,560.00	\$12.50	YES	YES	
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	XXXX

Lessor will provide ( ) employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments:

**ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL**

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)  
 (FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITORIAL SERVICES	
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide ( ) clientele parking spaces and ( ) employee parking spaces

Comments:

7. LEASE TERM: 3 YEARS BEGINNING DATE: 7/1/2018

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS: No

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. Will the proposed building provide facilities for handling materials to be recycled such as waste paper and cardboard?  YES  NO

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos? YES  NO

Is the proposed building free of hazardous lead paint? YES  NO

DEPARTMENT: Department of Public Safety DIVISION:  
 CITY: SQUARE FEET: AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:



LESSOR: <b>Watauga County</b>	
9. ADDITIONAL INFORMATION (Including any deviations from furnished specifications)	
10. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped, and applicable sections of the State Building Code Volumes I-V?	
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO <span style="margin-left: 100px;"><input type="checkbox"/> PARTIALLY</span>
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:	
11. This proposal is made in compliance with the specifications furnished by the Department of <u>Public Safety</u> . I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until <u>9/30/18</u> . I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.	
I AM AWARE THAT THERE WILL BE NO NEGOTIATION OF THE PER SQUARE FOOT PRICE THAT I HAVE PRESENTED IN THIS PROPOSAL. I am further aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):	
<i>***(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.</i>	
_____ Printed Name of Lessor	
_____ Signature of Lessor	_____ Date
<b>MAILING /DELIVERY INSTRUCTIONS</b>	
To be considered this proposal must be received by the State Property Office prior to 4:00 PM on the cutoff. No faxed proposals will be accepted. PHONE: 919-807-4650	
<u>Delivery Address If Delivered In Person:</u> Director, State Property Office, Room 4055, Administration Building, 116 West Jones Street, Raleigh, North Carolina	
<u>Mailing Address If Sent Through Mail Service:</u> State Property Office, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321	
<b>ENVELOPE SHOULD BE MARKED:</b>	
(a) Lease proposal Enclosed	
(b) Cutoff Date for Receiving Proposals	
(c) Name of State Agency involved.	
<b>NOTE:</b> Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:	
1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.	
2. Deduct from the Inside area the following:	
*a. Toilets and lounges	
*b. Entrance and elevator lobbies	
*c. Corridors	
d. Stairwells	
e. Elevators and escalator shafts	
f. Building equipment and service areas	
g. Stacks, shafts, and <u>interior columns</u>	
h. Other space not usable for State purposes	
*Deduct if space is not for exclusive use by the State. <u>Multiple State leases require a, b, and c to be deducted.</u> The State Property Office may make adjustments for areas deemed excessive for State use.	
DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET:      AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM      DATE:	
FORM (PO-28) <span style="float: right;">(2005)</span>	



**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between, **COUNTY OF WATAUGA** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**WITNESSETH:**

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7, 1999, and,

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18<sup>th</sup> day of January, 2017 and,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Boone, County of Watauga**, North Carolina, more particularly described as follows:

**Being +/- 365 net square feet of office space located at 184 Hodges Gap Road, Boone, Watauga County, North Carolina. See Attached Exhibit "A" Floor Plan**

**DEPARTMENT OF PUBLIC SAFETY (Highway Patrol)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on the **1<sup>st</sup> day of July, 2018**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30<sup>th</sup> day of June, 2021**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$4,560.00** Dollars per annum, which sum shall be paid in equal monthly installments of **\$380.00** Dollars, said rental to be payable within five (5) days from receipt of invoice to P. O. Box 157, Leland, NC 28451

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the reasonable satisfaction of the Lessee:

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal.
- C. All utilities, except phone and data.
- D. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.
- E. Adequate Parking.
- F. All janitorial services and supplies.
- G. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- H. All fire or safety inspection fees and storm water fee shall be paid by lessor.
- I. All land transfer tax/fees imposed by the County or Town which the space is located.
- J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-Advertised Lease".

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee. Occupation of the premises by the Lessee constitutes Lessee's acceptance of the premises.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **842 West King street, Boone, North Carolina 28451**. The Lessee at **3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**[Remainder of page intentionally left blank; signatures on following pages]**

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSEE:  
**STATE OF NORTH CAROLINA**

By: \_\_\_\_\_(SEAL)  
Joanne Rowland,  
Director of Purchasing & Logistics

LESSOR:  
**COUNTY OF WATAUGA**

By: \_\_\_\_\_(SEAL)  
Deron Geouque, County Manager

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and the State aforesaid, do certify that **Joanne Rowland**, personally came before me this day and acknowledged that she is the Purchasing Director of the Department of Public Safety, State of North Carolina, and that by authority duly given and as the act of the Department, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission expires \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in the County and for the State aforesaid, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledge the due execution of the foregoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the \_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission expires \_\_\_\_\_

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. All utilities, except phone and data.
7. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
8. All janitorial service and supplies.
9. Locking hardware is required on the front and rear door only.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.
12. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State (two keys for each door)
13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor agrees with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

\_\_\_\_\_  
Signature of the Lessor

\_\_\_\_\_  
Date

**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***C. Proposed License Agreement – American Red Cross***

**MANAGER’S COMMENTS:**

The American Red Cross is requesting a formalization of the lease for office space that they have had with the County for several years. A license agreement has been provided with a term of two (2) years to begin March 23, 2018 and end March 31, 2020. March 23, 2018 coincides with when Red Cross relocated to the Health Department along with Veterans Service and Planning and Inspections Departments.

Board action is requested, contingent upon County Attorney review, to approve the license agreement with the American Red Cross from March 23, 2018 to March 31, 2020.



**STANDARD FORM OF SPACE LICENSE AGREEMENT  
FOR THE TEMPORARY USE OF  
FACILITIES**

**(CUBICLE OR ROOM)**

**TERMS AND CONDITIONS**

**Effective Date:** The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensor and Licensee on this Form.

**Owner of the Facility (the "Licensor"):**

Watauga County

**Legal Name of the User of the Room (the "Licensee"):**

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

**Date Upon which the Licensee May Begin to Use the Room (the "Start Date"):**

3/23/2018

**Date Upon Which the Licensee Must Vacate the Room (the "Expiration Date"):**

3/31/2020

**Building Owner and Licensor's Business Address:**

814 West King St, Boone, NC 28607

**Room User and Licensee's Business Address:**

9450 SW Gemini Dr., #75048, Beaverton, OR 97008-7105

**Street Address of the Building Where the Room is Located:**

126 Poplar Grove Ext, Suite 202, Boone, NC 28607

**Permitted Use(s) of Licensed Room (check those applicable):**

- General Office  
 Training and/or Testing  
 Storage

**Description of Licensed Room:**

90 SF; office space, storage

This Temporary Space License Agreement (the "Agreement") is dated and intended to be effective as of the Effective Date set forth above, and made by and between the Licensor and the Licensee named above. Under the Agreement, the Licensee is permitted to use and occupy, on a temporary basis, the space described above (the "Room") in the Building at the Location set forth above (the "Building").

1. **Grant of License.** Licensor grants Licensee the right to use the Room for the Permitted Use(s) described above. This license includes reasonable ingress and egress to and from the Room through the Building's common areas. Licensee shall not have the right to use any other space in the Building (such as library, conference rooms, break room, coffee room) or any equipment belonging to Licensor unless the Licensor gives written permission to do so. This Agreement is not a lease and Licensee is granted no leasehold interest in the Room.
2. **Term.** Licensee's right to use the Premises shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Licensee shall vacate the Room. Licensee shall repair all damage caused by Licensee's occupancy, at Licensee's sole cost and expense.
3. **Early Termination.** Either party may terminate this agreement for any reason upon thirty (30) days prior notice to the other party.
4. **License Fee.** Licensee shall pay, as a license fee, the amount of \$ **0.00 per month**.

5. Licensee's Conduct. Licensee agrees to keep the Room in good condition and promptly repair all damage to the Premises or the Building caused by Licensee's negligence, and not to disrupt, adversely affect or interfere with other occupants of the Building.
6. Condition of Premises and Building. Licensor makes no warranty or representation about the Room or the Building. Licensee accepts the same "AS IS." Licensor is under no obligation to prepare or repair the Room or the Building for Licensee.
7. Indemnification. Licensee shall defend, hold harmless, and indemnify Licensor against any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the said Licensee during its use of the Room.
8. Insurance. Licensee shall carry the following insurance coverage:
  - A. Commercial General Liability with an occurrence limit of at least one-million dollars (\$1,000,000) and an aggregate limit of at least two-million dollars (\$2,000,000);
  - B. Commercial Automobile Liability with a combined single limit of at least one-million dollars (\$1,000,000);
  - C. Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at least one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) disease – each employee and one million dollars (\$1,000,000.00) disease – policy limit.
9. Licensor's Right to Revoke License. Upon reasonable prior written notice to Licensee, Licensor may revoke the license represented by this Agreement if Licensee (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Licensor describing same. If this license is so revoked, Licensee shall forthwith vacate the Room in a neat and orderly manner. Licensor shall have all rights and remedies available to it under applicable law.
10. No Assignment. Licensee shall not, and shall not have any right to, assign or transfer, or sublicense this Agreement. Licensor shall have no obligation to consider or approve any such transfer, regardless of the circumstances.

11. Casualty or Condemnation Affecting Premises. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Room, this License shall terminate and Licensee shall have no right to restoration of the Room or to receive any compensation whatsoever.
12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.
13. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which the Building is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.
14. Brokers/Consultants. Licenser and Licensee each represent to the other that there is no broker in this transaction. Each party shall indemnify the other against the claims of any broker.
15. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

Signatures are on the next page.

AMERICAN NATIONAL RED CROSS  
AND "LICENSEE:"

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

(Signature)

Name: Phillip E. Olsberg

Title: Director, Real Estate Services

Date:

**BUILDING OWNER AND  
"LICENSOR:"**

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

(Signature)

Name:

Title:

Date:

**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***D. Proposed Fiscal Year 2019 AppalCART Contracts***

**MANAGER’S COMMENTS:**

AppalCART contracts for transportation services for the Project on Aging and Social Services Departments for FY 2019 are presented for the Board’s consideration. The proposed rates for the Project on Aging, Department of Social Services, and all other county functions are \$1.45 per vehicle mile. The rate has been the same for the last four (4) years.

Board action is required to approve the contracts.

For FY18/19

Watauga County Project on Aging

This Agreement, effective this  
1<sup>st</sup> day of July 2018, by and between

**AppalCART** and

**Agency Name:** Project on Aging – Watauga County

Contact Person: Angie Boitnotte

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

Phone: 265.8092 Fax: 264-2060 E-mail: angie.boitnotte@watgov.org

Rate: \$1.45 per direct mile

\*\*\*\*\*

**NORTH CAROLINA**

**AGREEMENT**

**WATAUGA COUNTY**

THIS AGREEMENT, effective this 1<sup>st</sup> day of July, 2018, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **PROJECT ON AGING**, hereinafter referred to as Project on Aging;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the Project on Aging do agree as follows:

**Section 1. Purpose of Agreement.** The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the Watauga County Community Transportation Service Plan December 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the Project on Aging.

**Section 2. Adoption of Required Provision.** This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 18-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority. The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**Section 3. Scope of Work.**

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation services for the Project on Aging as may be mutually agreed upon. The Project on Aging shall notify the Authority at least one (1) business day in advance of any revisions in scheduling, or of any additions of passengers. Failure to provide adequate notification of cancellations may result in billing for services scheduled unless adverse weather was the cause. Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.



2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the Project on Aging with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. The Authority's Insurance Company is NCACC RMP.L&P Policy # LP-AP-473-16.
3. First lien holder on all vehicles titled to the Authority shall be the Public Transportation Division of North Carolina Department of Transportation.
4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2018, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 19-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$1.45 per direct vehicle mile. The Authority will submit itemized invoices to the Project on Aging on a monthly basis, payment of terms is thirty (30) days net. All costs charged to the Project on Aging, including any approved services performed by the Authority, shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in detail the nature and property of the charges. The Authority will use billing codes

specified by the Project on Aging on invoices, and will report no-shows daily, and cancellations on a monthly basis.

9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and the Watauga County Project on Aging to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
10. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104 [director@appalcart.com](mailto:director@appalcart.com)
11. Names of Board Members and Managers are posted and updated at [www.appalcart.com](http://www.appalcart.com) , any changes will be reported to the Project on Aging.
12. If the Authority becomes excluded from participation in this agreement, the Project on Aging will be promptly notified.
13. The Project on Aging Directors will complete the Client Registration Forms and determine eligibility for transportation services. The Authority will refer them to the appropriate Senior Center Director (LEH or WWCC).
14. At the initial registration/orientation, the Project on Aging will provide participants with a letter which states the following: cost of the service, funding source, purpose of consumer contributions, and procedures for making a donation. The Project on Aging is responsible for the collection and reporting of all donations. If a participant attempts to make a donation to the Authority's staff, they should be referred to a Project on Aging staff member. The Authority should refer participants to the Project on Aging if there are any questions regarding consumer contributions.

**Section 4. Termination of Agreement.** In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: \_\_\_\_\_

John Welch  
Watauga County Commissioners Chair

ATTEST:

\_\_\_\_\_  
Anita Fogle  
Clerk to the County Commissioners

BY: \_\_\_\_\_

Quint David  
AppalCART Board Chair

ATTEST:

\_\_\_\_\_  
Emily Beach  
Clerk to the AppalCART Board

**THIS INSTRUMENT HAS BEEN  
PREAUDITED IN THE MANNER  
REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT**  
*Cindy Howard*  
\_\_\_\_\_  
**SIGNATURE OF FINANCE OFFICER**

For FY18/19

Watauga County: Non-Medicaid Transportation

This Agreement, effective this

1<sup>st</sup> day of July, 2018, by and between

**AppalCART** and

**Agency Name:** Watauga County

Contact person: Deron Geouque

Address: 814 West King St, Suite 205 Boone, NC 28607

Phone: 265-8000 E-mail: Deron.Geouque@watgov.org

Rate ---- \$1.45 per direct mile

\*\*\*\*\*

THIS AGREEMENT, effective this 1st day of July, 2018, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the County do agree as follows:

**Section 1. Purpose of Agreement.** The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the Watauga County Community Transportation Service Plan December 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the County.

**Section 2. Adoption of Required Provision.** This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 19-CT-007, and

subsequent agreements between the North Carolina Department of Transportation and the Authority.

The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**Section 3. Scope of Work.**

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation services for the County as may be mutually agreed upon. Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the County with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. Insurance Company is:

NCACC RMP.L&P Policy # LP-AP-473-16.

3. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
4. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
5. The Authority shall commence performance of this contract on the 1<sup>st</sup> day of July, 2018, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 19-CT-007.

6. By mutual agreement, the unit rate of said service shall be \$1.45 per direct mile. The Authority will submit itemized invoices to the County on a monthly basis, payment of terms is thirty (30) days net.
7. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and County to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
8. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104  
[director@appalcart.com](mailto:director@appalcart.com)
9. If the Authority becomes excluded from participation in this agreement, the County will be promptly notified.

**Section 4. Termination of Agreement.** In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: \_\_\_\_\_

John Welch  
Watauga County Commissioners Chair

ATTEST:

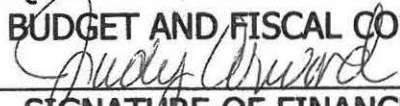
\_\_\_\_\_  
Anita Fogle  
Clerk to the County Commissioners

BY: \_\_\_\_\_

Quint David  
AppalCART Board Chair

ATTEST:

\_\_\_\_\_  
Emily Beach  
Clerk to the AppalCART Board

**THIS INSTRUMENT HAS BEEN  
PREAUDITED IN THE MANNER  
REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT**  
  
\_\_\_\_\_  
**SIGNATURE OF FINANCE OFFICER**

**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*E. July Meeting Schedule*

**MANAGER'S COMMENTS:**

Historically, only one meeting has been held in July due to all the work which has been done on the budget as well as the July 4<sup>th</sup> holiday. Also, historically, at the beginning of a new fiscal year there is not much business which needs to be conducted. The Manager recommends cancelling the first meeting in July and holding the second meeting as currently scheduled for the third Tuesday which is July 17.

Direction from the Board is requested.



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**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*F. Boards and Commissions*

**MANAGER'S COMMENTS:**

Ms. Pat Parish and Mr. Tim Hodges terms on the Economic Development Commission (EDC) expire in June. Ms. Parish resigned from the EDC in May. Therefore, her slot will need to be filled. Mr. Hodges has completed one term, is eligible for a second term, and is interested in being reappointed. Terms are three years. The EDC will not meet again until July.

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

North Carolinians are invited to express their opinions about which regional and local transportation projects should be top priorities in the State Transportation Improvement Program (STIP). NCDOT's 14 local transportation divisions will host informal meetings to present proposed projects and to receive public comment. The date, location, and time for Division 11 STIP public meeting is as follows: JUNE 11, 4-6 P.M. – NORTH WILKESBORO (DIVISION 11: Alleghany, Ashe, Avery, Caldwell, Surry, Watauga, Wilkes, and Yadkin counties) NCDOT Division 11 Office 802 Statesville Road N. Wilkesboro, N.C. 28659.

In addition to the public meetings, NCDOT is offering other options for citizens to provide input starting Monday, June 4, through the STI website ([ncdot.gov/sti](http://ncdot.gov/sti)). Citizens can complete a short, interactive survey to identify priority projects, or send a message to their local division planning engineer.

The 111th NCACC Annual Conference will be held August 23-25, 2018, in Catawba County. Visit [www.ncacc.org/AnnualConference](http://www.ncacc.org/AnnualConference) for full information. Please let Anita know if you plan attend.

**AGENDA ITEM 11:**

**PUBLIC COMMENT**

**AGENDA ITEM 12:**

**BREAK**

**AGENDA ITEM 13:**

**CLOSED SESSION**

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