

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

**TUESDAY, SEPTEMBER 5, 2017
8:30 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: August 15, 2017, Regular Meeting August 15, 2017, Closed Session		1
	3	APPROVAL OF THE SEPTEMBER 5, 2017, AGENDA		9
8:35	4	APPALCART MATTERS A. Rural Operating Assistance Program (ROAP) Grant Application Request B. Update Report	MR. CRAIG HUGHES	11 21
8:40	5	HABITAT FOR HUMANITY ROAD CONSTRUCTION REQUEST	MR. ALEX HOOKER	27
8:45	6	PROPOSED RESOLUTION IN SUPPORT OF MARSY'S LAW	MR. MATTHEW HEBB	39
8:50	7	MAINTENANCE MATTERS A. Bid Award Request for Repaving the Winkler's Creek Facility B. Bid Award Request for Health Department Building Renovations	MR. ROBERT MARSH	45 49
8:55	8	PLANNING AND INSPECTION MATTERS A. Acceptance of Grants allocated in the 2017-2018 State Budget B. Report on Old Hwy 421 and Hwy 421 Intersection	MR. JOE FURMAN	55 63
9:00	9	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Lease of County Property to Skyline Telephone Membership Corporation B. Blue Ridge Electric Membership Corporation Easement Request C. Community/Recreation Center Report D. Sheriff's Office Out-of-State Travel Request E. Boards and Commissions F. Announcements	MR. DERON GEOUQUE	65 67 73 95 97 99
9:05	10	PUBLIC COMMENT		100
10:05	11	BREAK		100
10:10	12	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		100
10:30	13	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

August 15, 2017, Regular Meeting

August 15, 2017, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, AUGUST 15, 2017**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, July 18, 2017, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

[Clerk's Note: Commissioner Perry Yates was out of town for a prior commitment and, therefore, not present.]

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

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

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the August 1, 2017, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the August 1, 2017, regular meeting minutes as presented.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
 Nay-0
 Absent-1(Yates)

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the August 1, 2017, closed session minutes as presented.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
 Nay-0
 Absent-1(Yates)

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the August 15, 2017, agenda.

County Manager Geouque requested to add consideration of an out-of-state travel request from the Communications and Emergency Services Department.

Commissioner Turnbow, seconded by Commissioner Hodges, moved to approve the August 15, 2017, agenda as amended.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

PROPOSED “ROUND UP FOR THE GREENWAY” PROCLAMATION

Ms. Wendy Patoprsty, Middle Fork Greenway Director, presented a proposed proclamation designating the month of July 2018 as “Round Up for the Greenway.” Between now and July 2018, businesses will be requested to participate by requesting their customers to “round up” their bill with the additional funds to go toward funding for the Middle Fork Greenway. The Middle Fork Greenway will be requesting the Towns of Blowing Rock and Boone adopt the proclamation as well.

Commissioner Hodges, seconded by Commissioner Turnbow, moved to adopt the resolution designating the month of July 2018 as “Round Up for the Greenway” as presented by Ms. Patoprsty.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

NAACP PRESENTATION

Mr. Jeff Boyer, Dr. Rene Ochoa, and Ms. Ingrid Kraus, members of the Immigrant Justice Committee of the Watauga County NAACP, shared concerns regarding immigration and deportation in our area. Mr. Boyer, Dr. Ochoa, and Ms. Kraus shared some history of immigration and encouraged Watauga County to be a welcoming community to all and to not be afraid to speak against injustice. The report was given for information only and, therefore, no action was required.

PROPOSED AMENDMENTS TO THE ORDINANCE TO GOVERN SUBDIVISIONS AND MULTI-UNIT STRUCTURES

Mr. Ric Mattar, Chairman of the Watauga County Planning Board, presented proposed amendments to the Ordinance to Govern Subdivisions and Multi-Unit Structures. A public hearing was held on May 16, 2017, to allow comment on proposed amendments resulting from the Planning Board reviewing the Ordinance earlier in the year at the request of the Board of

Commissioners. After completion of the public hearing the Board recommended the Planning Board further consider the amendments and questions raised during the public hearing. Mr. Mattar reviewed the additional proposed changes. County Manager Geouque stated that Commissioner Yates had requested a public hearing be held. The Board discussed holding the public hearing in September and taking action, if so desired, at the first meeting in October.

Commissioner Hodges, seconded by Commissioner Turnbow, moved to set a public hearing for Tuesday, September 19, 2017, at 5:30 P.M. to allow for citizen comment regarding the proposed amendments to the Ordinance to Govern Subdivisions and Multi-Unit Structures.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

SANITATION MATTERS

A. Bid Award Request for Recycling Roll Off Truck

Mr. JV Potter, Operations Service Director, presented the following bids for a 2018 recycling roll off truck:

<i>Bidder</i>	<i>Amount</i>
MHC Kenworth	\$184,981.65
Carolina Environment	\$164,244.00
Transource	\$161,539.00
Piedmont Peterbilt	\$161,000.00
State Contract (Transource)	\$155,417.00

Out of the five (5) bids received, Transource, as the State contractor vendor, submitted the lowest bid in the amount of \$155,417. The total amount with taxes and a tag would be \$157,423.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to award the bid for a 2018 MAC recycling roll off truck to Transource in the total amount \$157,423 which includes taxes and tag.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

B. Bid Award Request for Tilt Trailer

Mr. Potter presented the following bids for a new 2018 tilt trailer:

<i>Bidder</i>	<i>Amount</i>
Carolina Cat	\$25,000
James River	\$32,511
Hills Machinery	\$27,013

Out of the three (3) bids received, Carolina Cat submitted the lowest responsive bid in the amount of \$25,000. The total amount with taxes and tag would be \$25,756. The trailer will be utilized to haul the County's backhoe, bulldozer, and other equipment as necessary.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to accept the bid from Carolina Cat for a 2018 Hudson tilt trailer in the total amount of \$25,756 which includes taxes and tag.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

PROPOSED ADDITIONAL APPROPRIATION OF STATE FUNDS FOR SENIOR CENTERS

Ms. Angie Boitnotte stated that the Project on Aging is eligible to receive an additional \$14,586, in Senior Center funding from the North Carolina General Assembly and the North Carolina Division of Aging. The L. E. Harrill Senior Center is eligible for \$10,939 and the Western Watauga Community Center for \$3,647 of the proposed \$14,586. The amount requires a 25% local match, totaling \$4,862, which is in the Agency's existing budget.

Commissioner Turnbow, seconded by Commissioner Hodges, moved to accept the additional State funding in the amount of \$14,586 and approve the local match in the amount of \$4,862.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of July 2017. This 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 July 2017 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 July 2017, as presented.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

VAYA HEALTH QUARTERLY REPORT

County Manager Geouque presented the Vaya Health Quarterly Financial Report as required by Statute. No action was required and, therefore, none was taken.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Communications and Emergency Services Out-of-State Travel Request

County Manager Geouque stated that Watauga County Emergency Management has been given a Multiple Event Response Trailer (MERT) from the State Emergency Management Office. The trailer houses an assorted array of traffic routing devices that could be used for mass events such as ASU Ball Games as well as large events including evacuations. Once received, the trailer will be housed at the Cove Creek Volunteer Fire Department and can be accessed by Watauga County Emergency Management personnel at all times. County Personnel will need to travel to Pennsylvania to take possession of the trailer. All expenses for this travel will be reimbursed by NC Emergency Management with the exception of fuel which will be paid for by Watauga County.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the out-of-state travel request for Emergency Management personnel to travel to Pennsylvania to procure the Multiple Event Response Trailer as presented.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

B. Boards and Commissions

County Manager Geouque presented the following for consideration:

Economic Development Commission

The terms of two members of the Economic Development Commission expired in June. Mr. Ed Evans and Mr. Tommy Sofield have served two consecutive terms and are, therefore, not eligible for reappointment. Each term is for three years.

Nursing Home Community Advisory Committee

Ms. Stevie John, Regional Ombudsman with the High Country Council of Governments, has requested that Ms. Pat Taylor be reappointed to the Adult Care Home Community Advisory Committee.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to waive the second reading and reappoint Ms. Pat Taylor to the Adult Care Home Community Advisory Committee.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

C. Announcements

County Manager Geouque announced the following:

- The High Country Council of Governments' Annual Banquet is scheduled for Friday, September 8, 2017, at Linville Ridge.
- The Trustees of Caldwell Community College & Technical Institute invites the Board of Commissioners to a meeting on Wednesday, September 20, 2017, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Boone NC, in Room 112.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 6:41 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-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to resume the open meeting at 8:10 P.M.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to adjourn the meeting at 8:10 P.M.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)
Nay-0
Absent-1(Yates)

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE SEPTEMBER 5, 2017, AGENDA

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AGENDA ITEM 4:

APPALCART MATTERS

A. Rural Operating Assistance Program (ROAP) Grant Application Request

MANAGER'S COMMENTS:

Mr. Craig Hughes, AppalCart Director, will request the Board approve the Rural Operating Assistance Program (ROAP) grant application for FY 2018. Watauga County was awarded \$157,894 which does not require a local match.

Board action is required to approve the Rural Operating Assistance Program (ROAP) grant application for FY 2018.



director@appalcart.com
(828) 297-1300 Ext. 104

August 28, 2017

Mr. Deron T. Geouque
County Manager
Watauga County Administration Building
814 W. King Street, Suite 205
Boone, NC 28607

Dear Deron:

AppalCART would like to request Watauga County consider approval of the FY 2018 Rural Operating Assistance Program (ROAP) application. The State has allocated \$157,894 to Watauga County for FY 2018. This is the same amount as last year. The funding is split into three (3) categories: Elderly and Disabled Transportation Assistance Program (EDTAP) \$61,135, Employment (EMPL) \$13,551, and Rural General Public (RGP) \$83,208. The only portion that requires a match is the RGP. The RGP requires a 10% match that is covered by fares (\$1-\$2) on the rural van routes.

These funds will provide over 19,000 trips for elderly, disabled, and low income individuals. Note: RGP services are not limited to specific groups. The RGP routes run twice per day Monday-Friday.

A committee comprised of representatives from Watauga County Finance, Watauga County POA, Watauga County DSS, Watauga Opportunities, Inc., and AppalCART has discussed the distribution of the ROAP funds. The results of those discussions are reflected in the attached application.

The AppalCART Board met on Monday, August 28, 2017 and voted to endorse the recommendations of the ROAP committee. If the application is approved by the Board of Commissioners, the first disbursement of funds should occur on September 15, 2017 or shortly after.

We appreciate the Commissioners consideration of this grant application.

Sincerely,

Craig Hughes
Transportation Director

CERTIFIED STATEMENT
FY2018
RURAL OPERATING ASSISTANCE PROGRAM
 County of Watauga

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2017 to June 30, 2018 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Watauga North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

Revised 06-02-17

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2018 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in quarterly milestone reports to NCDOT – Public Transportation Division or its designee. **Back-up documentation may be requested to support the quarterly reports or at an MDS site visit.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY2018 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)	<u>61135</u>	<u>61135</u>
Employment Transportation Assistance Program (EMPL)	<u>13551</u>	<u>13551</u>
Rural General Public Program (RGP)	<u>83208</u>	<u>83208</u>
TOTAL	<u>157894</u>	<u>157894</u>

WITNESS my hand and county seal, this 15 day of August, 2017.

 Signature of County Manager/Administrator
Deron T. Geouque

 Printed Name of County Manager/Administrator

 Signature of County Finance Officer
Margaret Pierce

 Printed Name of County Finance Officer

State of North Carolina County of Watauga



Application for Transportation Operating Assistance

FY2018 Rural Operating Assistance Program Funds

Name of Applicant (County)	WATAUGA
County Manager	DERON T GEOUQUE
County Manager's Email Address	DERON.GEOUQUE@WATGOV.ORG
County Finance Officer	MARGARET PIERCE
CFO's Email Address	MARGARET.PIERCE@WATGOV.ORG
CFO's Phone Number	828-265-8007
Person Completing this Application	MARGARET PIERCE
Person's Job Title	FINANCE DIRECTOR
Person's Email Address	MARGARET.PIERCE@WATGOV.ORG
Person's Phone Number	828-265-8007
Community Transportation System	APPALCART
Name of Transit Contact Person	CRAIG HUGHES
Transit Contact Person's Email Address	DIRECTOR@APPALCART.COM

Application Completed by: _____ Date: _____
 Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the quarterly milestone reports are not submitted on or before the due dates that ½ of 1 percent per business day, beginning the day after the due date until the date the report is received, will be deducted from the following quarter's disbursement. I certify and understand that any quarterly unspent funds will be deducted from the following quarter's allocation and the total amount of unspent funds at the end of the period of performance will be deducted from the following year's allocation.

County Manager: _____ Date: _____
 Signature

County Finance Officer: _____ Date: _____
 Signature

Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-PTD Mobility Development Specialist assigned to the area served by the transit system.

FY2018 ROAP Program Schedule

Application Deadline	August 21, 2016
Quarter 1 Disbursement	September 15, 2017
Quarter 1 Milestone Report due	October 31, 2017
Quarter 2 Disbursement	No Disbursement
Quarter 2 Milestone Report due	January 31, 2018
Quarter 3 Disbursement	January 15, 2018
Quarter 3 Milestone Report due	April 30, 2018
Quarter 4 Disbursement	April 15, 2018
Quarter 4 Milestone Report due	July 31, 2018

County’s Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **ROAP funds are expended on only eligible activities as described in Appendix A of the ROAP Guidance. A county that uses any ROAP funds for non-public transportation trips will have a penalty of 10% assessed on all amounts of ROAP funds misspent.**
- Supporting documentation of expenditures is maintained
- Service recipients meet eligibility requirements and their eligibility is documented
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance
- An accounting of trips and expenditures is provided in quarterly reports to NCDOT
- ROAP funds received and expended are included in the local annual audit

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	X	
B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	X	

C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	X	
Financial Management of ROAP Funds	Yes	No
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	X	
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? (<i>Include a sample agreement with application</i>)		X
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? (<i>Their procurement practices will need to meet all federal and state requirements for procurement of professional services.</i>)		X
G. Are ROAP funds being deposited in an interest bearing account?		X
H. Does the county provide any local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?	X	
I. Is supporting documentation maintained for all ROAP grant financial transactions for five years? IMPORTANT: Yes is the only correct answer.	X	
Monitoring and Oversight Responsibilities	Yes	No
J. Does the county require the subrecipients of ROAP funds to provide progress reports and statistical data about the trips provided with ROAP funds?	X	
K. If progress reports and/or operating statistical reports are required by the county, how frequently are these provided to the county for evaluation? MONTHLY		
L. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?		X
Accountability to North Carolina Taxpayers	Yes	No
M. Is the county prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at the specified cost?	X	

Employment Transportation Assistance Program

The Employment Transportation Assistance Program (EMPL) is intended to help DSS clients that transitioned from Work First or TANF in the last 12 months, Workforce Development Program participants and/or the general public to travel to work, employment training and/or other employment related destinations.

Organizations or Departments Receiving EMPL Funds	How will the transportation services be provided	Name of Transportation Provider	EMPL Suballocation	Estimated One Way Trips	Avg. Cost of Trip
WATAUGA OPPORTUNITIES	IN HOUSE STAFF		13551	4200	\$ 3.22
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
TOTAL			\$		\$
Employment Transportation Program Questions					
<p>S. What will be the purposes of the transportation services provided with EMPL funds? <i>(Check all that apply)</i></p> <p><input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training</p> <p><input checked="" type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.)</p> <p><input type="checkbox"/> Child(ren) of working parent transported to Child Care</p>					
<p>T. Describe the eligibility criteria to be used in this county to determine who will be provided EMPL funded trips.</p> <p>TRANSPORTATION FOR WORK RELATED CLIENTS.</p>					

Employment Transportation Assistance Program Questions (con't)	Yes	No
U. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EMPL funds?		X
V. Will any of the subrecipients of EMPL funds charge a fare for an EMPL funded trip?		X
W. Has the county transferred any EMPL funds to EDTAP or RGP in the last two years?		X
<p>X. Will any of the subrecipients use their EMPL sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only.)</i></p> <p>5310 – Elderly Individuals and Individuals with Disabilities Program</p> <p>5311 - Non-urbanized Area Formula Program</p> <p>5316 – Job Access and Reverse Commute Program (JARC)</p> <p>5317 – New Freedom Program</p>		X
Y. EMPL funded trips are expected to be provided throughout the entire year. If the EDTAP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation trips?		X

Rural General Public Program

The Rural General Public Program assistance funds are intended to provide transportation services for individuals from the county who do not have a human service agency or organization to pay for the trip. The county, in consultation with the Community Transportation System, must determine the RGP services to be provided with the RGP funds. RGP funds are only available to Coordinated Transportation Systems offering general public transportation in the non-urbanized area of the county.

Organizations or Departments Receiving RGP Funds	How will the transportation services be provided	Name of Transportation Provider	RGP Suballocation	Estimated One Way Trips	Avg. Cost of Trip
AppalCART	Vans	AppalCART	\$ 83208	6815	\$ 12.21
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
TOTAL			\$		

Rural General Public Transportation Program Questions			
Z. What will be the trip purposes of the transportation services provided with RGP funds? <i>(Check all that apply)</i>			
<input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking <input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input checked="" type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.) <input type="checkbox"/> Child(ren) of working parent transported to child care <input type="checkbox"/> Group field trips/tours to community special events (Federal charter regulations apply to transit.) <input type="checkbox"/> Overnight trips to out-of-county destinations (Federal charter regulations apply to transit.) <input checked="" type="checkbox"/> Human service agency appointments			
Rural General Public Program Questions (con't)		Yes	No
AA. Will RGP trips be provided for citizens who need transportation but don't have a human service agency or organization to pay for the trip?		X	
AB. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?		X	
AC. Will RGP funded trips be coordinated on vehicles with human service agency trips?		X	
AD. Will the Community Transportation System use any of their RGP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only)</i>			
5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program			X
AE. Is any part of the county in an urbanized area according to the 2010 census?			X
AF. RGP funded trips are expected to be provided throughout the entire year. If the RGP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation trips?			X

AGENDA ITEM 4:

APPALCART MATTERS

B. Update Report

MANAGER'S COMMENTS:

Mr. Craig Hughes will provide an update on AppalCart matters. The report is for information only; therefore, no action is required.



director@appalcart.com
(828) 297-1300 Ext. 104

August 28, 2017

Mr. Deron T. Geouque
County Manager
Watauga County Administration Building
814 W. King Street, Suite 205
Boone, NC 28607

Dear Deron:

AppalCART would like to request the opportunity to provide the Watauga County Commissioners with a brief summary of the progress that AppalCART has made since going fare free in 2006 along with some of the challenges we are facing. We would also like to bring the Commissioners up to speed on some of our current and ongoing activities. The update should be brief, but informative. The AppalCART Board believes that it is important that we provide the Commissioners, the Boone Town Council, and Appalachian State University with regular updates regarding the progress that AppalCART is making.

Quint David would like to join me in presenting the update if our request is granted.

Sincerely,

Craig Hughes
Transportation Director

Memo from Appalcart Board Chair, Quint David

To: Appalcart Board, Watauga County Commissioners, and Boone Town Council

Date: 6-26-2017

Board members, and local government officials,

Attached below is a summary of Appalcart statistics for your review as part of AppalCART's budget process. Local funding counts for 73% of AppalCART's Operations Budget. Thank you for your continued local support as we strive to remain the number 1 rural transportation authority in the state of North Carolina, in both efficiency per rider, and overall ridership.

-Quint David, Appalcart Board Chair

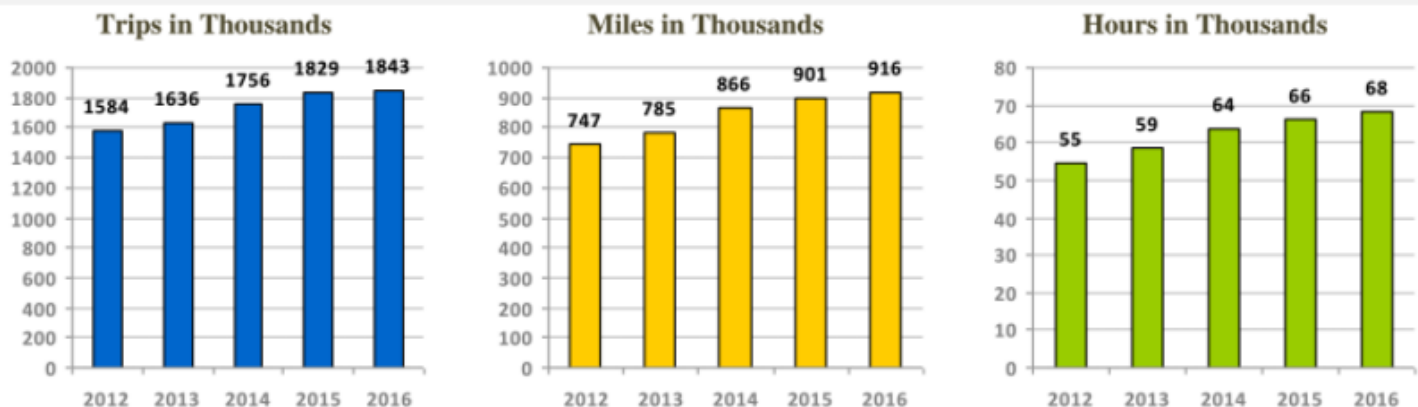
AppalCART Quick Facts: 2004 vs 2012 vs 2016 ridership.

Note: 'Fare Free' since July of 2005.

Fiscal year ending 6/30/2004 Fixed Routes: Passenger Trips: 557,685 Miles: 285,573 Hours: 23,687

Fiscal year ending 6/30/2012 Fixed Routes: Passenger Trips: 1,540,162 Miles: 493,991 Hours: 40,932

Fiscal year ending 6/13/2016 Fixed Routes: Passenger Trips: 1,800,941 Miles: 654,534 Hours: 52,384



General Fund Revenue 2012 vs 2017 proposed: \$3,981,229 vs \$4,003,413 (\$22,184 increase)

Note: As the state phases out the Job Access Reverse Commute (JARC) grant, some of the lost revenue has been recovered in the state SMAP grant program to prevent loss of routes. AppalCART continues to deliver increased ridership and increased service levels while revenues remain similar for the last 5 years.

2017 Funding Sources:

Federal/State: \$8,533,811 (\$4,144,310 from prior year grants yet to be delivered)

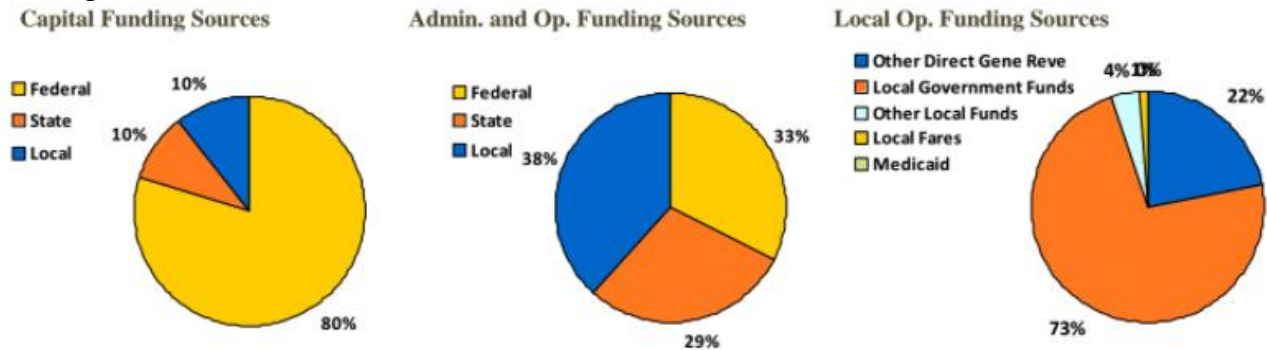
Local: \$1,571,189 Appstate; \$95,275 Town of Boone; \$67,495 Watauga County

Note: This does not include the contract services with the county for \$256,741(RGP, EDTAP, DSS, POA) Also, local match for prior year grants fund balance is \$510,479 (ASU, Town of Boone)

2017 Funding Summary: AppalCART has about the same general fund revenues as it did in 2012, is carrying nearly 259k more riders, working 13k more hours, and driving 169k miles more in 2016.

While efficiency improvements yielding greater ridership are always a goal, Appalcart is hitting service

limits with full buses on many routes during peak times. No way to increase public transportation ridership without more buses.



Admin Expense: 2012 vs 2017: \$516,224 vs \$650,668 (\$134,444 increase)

Note: Includes building, insurance, and marketing. Gross Labor costs up from \$180k to \$231k to reflect additional finance office staffing. Additional increases in cost include: Audit contract, group health insurance, utilities & maintenance due to new building, added software support for accounting and technology, and increase in property & liability insurance.

Operating Expense: \$2,568,786 vs \$3,352,745 (\$783,959 increase)

Note: Gross Labor costs have moved from \$1.28m to \$1.72m as AppalCART continues to raise base pay for drivers to remain competitive. Insurance has nearly doubled from \$184k to \$327k. Workers comp went from \$42k to \$114k. Fuel went from \$525k to \$462k. Future comprehensive operational analysis budgeted at \$130k. Added full-time employees due to the Affordable Care Act, increase in cost for tires, parts and license tags.

Capital Fund: Revenue: \$876,389 vs \$7,300,857 Capital Expense: \$1,542,663 vs \$7,300,857

Note: The current fund remains high while we wait on buses ordered in the previous fiscal year to be delivered. This includes 4



replacements and one expansion for this year, as well as 9 replacements from prior years. At around \$450k each these buses are expensive. Also, we have a prior year expense for scheduling software and automatic passenger counters of \$404,789.

Trips per hour FY 2015 on fixed routes:

Asheville: 22.66

Appalcart: 27.06 #2

Chapel Hill: 37.2

Charlotte: 25.33

Durham: 22.35

Greensboro: 17.12

Raleigh: 12.48

Average passenger cost per trip \$1.53 per trip for fixed route (\$1.50 per trip in FY 2015), \$17.42 per trip on demand response, combined = \$1.77 per trip. FY 2016 data.

Trip Efficiency ~ FY 2016 data:

Asheville: \$3.57

Appalcart: \$1.77 #1

Chapel Hill: \$2.83

Charlotte: \$4.16

Durham: \$3.62

Greensboro: \$4.73

Raleigh: \$5.31

AppalCART provide 25.7% of the “rural” trips in NC (AppalCART =1.8 million and NC Rural trips = 7 million)

FY 2017 Statistics			
	All Routes	Fixed Routes	Demand Response & Paratransit
Ridership	1,778,110	1,735,097	43,013
Miles	895,222	646,175	249,047
Hours	67,900	51,632	16,268
Trips/Hour	26.19	33.6	2.64

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AGENDA ITEM 5:**HABITAT FOR HUMANITY ROAD CONSTRUCTION REQUEST****MANAGER'S COMMENTS:**

In 2009, the Watauga County Habitat for Humanity (WCHFH) presented a request for assistance from the County for heavy equipment in preparation of their new planned development, GreenWood. The development is located immediately behind the Green Valley School. The request called for County crews to build the road and to prepare level building pads for Phase I of the development which consists of the first six sites on the plat. It was additionally requested that County staff also assist with the removal of trees, stumps, and waive the tipping fees. Board approval was given.

Mr. Alex Hooker, WCHFH Chairman, is now requesting similar assistance from the County regarding Phase II of the Greenwood Development. WCHFH is requesting County personnel clear, grade, and waive tipping fees associated with the project. Mr. J. V. Potter is of the opinion that this would take his crew working intermittently six to eight weeks to complete the project. As always, County operations will take precedence.

Direction from the Board is requested.



Building houses • Building hope

August 22, 2017

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

Board of Commissioners:

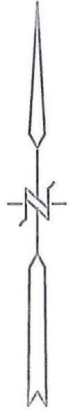
In September 2009, Watauga County Habitat for Humanity (WCHFH) requested the services of Watauga County to help build the road into our 20.66 acre GreenWood neighborhood located beside Green Valley School. The specific request was for the County to provide staff and equipment to clear and grade the roads, and waive any tipping fees for stumps that would need to be taken to the landfill. At the October 20, 2009, regular meeting, the Board agreed for County staff to provide the grading, waive the tipping fee and assist in clearing the stumps from the property. Due to costs associated with building the entire road at once, WCHFH decided to only build the 1st section of the road and focus on building out that phase before moving forward with Phase II.

Since construction of the Phase 1 road was completed in 2011, WCHFH has built four homes in GreenWood for deserving Watauga County families. We are on pace to complete the fifth and start the sixth GreenWood home by the end of this year. Once these homes are completed, we will be close to reaching the septic capacity for Phase I. For that reason, WCHFH realizes the need to begin construction on the Phase II road and is once again asking for assistance from the county. As before, WCHFH is requesting the services of Watauga County in clearing and grading the road into Phase II of GreenWood and waiving the tipping fees for the stumps that will need to be disposed of at the landfill. With your help and partnership on this project, our capacity to help more low-income Watauga County families find safe, energy efficient, affordable housing will be significantly improved. Together we can offer a 'tomorrow' of stable, affordable shelter to those less fortunate in our community.

We look forward to your consideration of our request and the opportunity to work with your staff again on this project. Should you have any questions or need any additional information, please feel free to contact me at (828) 268-9545, or director@wataugahabitat.org.

Sincerely,

 Alex Hooker
 Executive Director



WATAUGA COUNTY HABITAT FOR HUMANITY

GREENWOOD SUBDIVISION PHASE 2



PHASE 2

**Total Area
20.659 Acres**

Allowable Density is 2.261
Units per Acre
Approved Density is 1.708
Units per Acre

PHASE 1 ROADS = 1,750 LF.
PHASE 2 ROADS = 1,360 LF.



Tony Caito - Watauga Habitat

From: Anita Fogle [anita.fogle@ncmail.net]
Sent: Wednesday, October 21, 2009 11:08 AM
To: director@wataugahabitat.org
Cc: Rocky Nelson; 'Deron.Geouque'
Subject: Habitat for Humanity's Request to Watauga County

Mr. Caito,

At their October 20, 2009, regular meeting the Watauga County Board of Commissioners took action on Habitat for Humanity's request for assistance with the Armfield Roost at Green Valley project located behind Green Valley School. The Board approved for County staff to provide grading; waive the tipping fee at the Landfill; and assist with stump removal. Habitat for Humanity will be responsible for purchasing all materials to be used in the project.

If you have any questions, please feel free to contact our office.

Thank you,
Anita J. Fogle, Clerk to the Board
Watauga County Administration Building
814 West King Street, Suite 205
Boone, North Carolina 28607
828-265-8000 (phone)
828-264-3230 (fax)
anita.fogle@ncmail.net
<http://www.wataugacounty.org>

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Watauga County Board of Commissioners: Minutes Archive

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS TUESDAY, OCTOBER 20, 2009

The Watauga County Board of Commissioners held a regular meeting on Tuesday, October 20, 2009, at 6:00 P.M. in the Commissioners' Board Room of the Watauga County Administration Building.

PRESENT: Jim Deal, Chairman
 William R. Winkler, III, Vice-Chairman
 John Cooper, Commissioner
 Tim Futrelle, Commissioner
 Winston Kinsey, Commissioner
 Andrea Capua, County Attorney
 Robert E. Nelson, Jr., County Manager
 Deron Geouque, Deputy County Manager
 Anita J. Fogle, Clerk to the Board

Chairman Deal called the meeting to order at 6:00 P.M., welcoming those in attendance.

Commissioner Kinsey opened the meeting with a prayer.

APPROVAL OF MINUTES

Chairman Deal called for additions and/or corrections to the September 28, 2009, special meeting minutes and the October 5, 2009, regular meeting and closed session minutes.

Commissioner Cooper, seconded by Vice-Chairman Winkler, moved to approve the September 28, 2009, special meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Futrelle, seconded by Vice-Chairman Winkler, moved to approve the October 5, 2009, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Kinsey, seconded by Commissioner Cooper, moved to approve the October 5, 2009, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Deal called for additions and/or corrections to the October 20, 2009, agenda.

Chairman Deal stated that there was an addition to Miscellaneous Administrative Matters which was a proposed proclamation from the Historical Preservation Society; two additional closed session topics (one under attorney/client matters and the other to be added under personnel matters); and action was anticipated after closed session.

Commissioner Futrelle, seconded by Commissioner Cooper, moved to approve the October 5, 2009, agenda as amended.

VOTE: Aye-5
Nay-0

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED CHANGES IN THE BOUNDARIES OF THE BLOWING ROCK FIRE TAX DISTRICT AND THE BOONE RURAL FIRE PROTECTION SERVICE DISTRICT

Chairman Deal declared the public hearing open at 6:04 P.M. to allow for comment on the proposed changes to the boundaries of the Blowing Rock Fire Tax District and the Boone Rural Fire Protection Service District.

Commissioner Kinsey explained that the changes were to make the tax districts consistent with the six-mile service dispatch districts that were recently created. Mr. Furman presented the proposed Resolution Annexing Territory to the Boone Rural Fire Protection Service District which formalized the expansion of the district.

There being no public comment, Chairman Deal declared the public hearing closed at 6:05 P.M.

Commissioner Kinsey, seconded by Commissioner Futrelle, moved to adopt the Resolution Annexing Territory to the Boone Rural Fire Protection Service District.

VOTE: Aye-5
Nay-0

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE FLOOD DAMAGE PREVENTION ORDINANCE

Chairman Deal declared the public hearing open at 6:06 P.M. to allow for comment on proposed amendments to the Flood Damage Prevention Ordinance.

Mr. Furman stated that the changes to the County's ordinance were necessitated by the development of new flood maps by the Federal Government as submitted to Watauga County. Mr. Furman reviewed the new maps which were to take effect December 3, 2009. Mr. Furman also reviewed proposed changes recommended by the Planning Board which were presented at the last Board meeting as well.

Chairman Deal stated that the Board of Commissioners was not authorized to make changes to the maps; however, once adopted, the amended ordinance would make citizens eligible for the National Flood Insurance Program.

There being no public comment, Chairman Deal declared the public hearing closed at 6:10 P.M.

Commissioner Cooper, seconded by Vice-Chairman Winkler, moved to adopt the Watauga County Flood Damage Prevention Ordinance as presented and set the effective date as December 3, 2009.

VOTE: Aye-5
Nay-0

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO AN ORDINANCE TO REGULATE SIGNS IN WATAUGA COUNTY

Chairman Deal declared the public hearing open at 6:12 P.M. to allow for comment on the proposed amendments to an Ordinance to Regulate Signs in Watauga County.

The following citizens shared their concerns regarding the proposed amendments:

Brad Moretz with Appalachian Ski Mountain
 Susie Winters
 Susan Miller
 Dwight Miller
 Craig Justice from Asheville, NC, Attorney for Lamar Advertising
 James Machut with Lamar Advertising
 Donna Duke
 Wayne Davis

There being no further public comment, Chairman Deal declared the public hearing closed at 6:30 P.M.

By consensus, Board action was tabled to allow for attorney/client consultation during closed session.

PROPOSED CHANGE ORDER FOR THE COURTHOUSE HVAC SYSTEM

Mr. Robert Marsh presented a recommendation for a change order to complete the Courthouse HVAC system renovation. Mr. Marsh stated that staff recommended a change order be approved with Hickory Construction Company in the amount of a Guaranteed Maximum Price (GMP) of \$447,900. The change order included the overall revamping of the system and renovations to the boiler room in the amounts of \$278,700 and \$49,200 respectively. Included in the GMP were alternates 1, 5, and 7 in the amounts of \$41,900, \$46,600, and \$31,500. The three alternates were to allow the HVAC system to be extended into the server room; upgraded in the Tax office area; and pneumatic switches and valves converted to the new integrated digital control system. Funding was proposed to be allocated as follows: \$230,000 from the Hemphill Associates settlement, \$5,000 from the remainder of the original Hickory Construction contract, and \$212,900 transferred from the County's Capital Reserve Account.

Mr. Clint Canaday, the County's Engineer for the Courthouse HVAC system project, stated that bids were requested with eight alternates included. Mr. Canaday stated that the recommendation of the change order with alternates 1, 5, and 7 was to fix the problems with the system and upgrade controls of the HVAC system to a centralized digital system.

Commissioner Futrelle, seconded by Commissioner Cooper, moved to approve the change order with Hickory Construction Company in the Guaranteed Maximum Price of \$447,900 which included alternates 1, 5, and 7 with funding to be allocated as follows: \$230,000 from the Hemphill Associates settlement, \$5,000 from the remainder of the original Hickory Construction contract, and \$212,900 transferred from the County's Capital Reserve Account.

VOTE: Aye-5
 Nay-0

FINANCE MATTERS

A. Budget Amendments – Ms. Doris Isaacs, Finance Director, presented the following budget amendments for Board approval:

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103586-332004	State Senior Center Funding		\$16,871
105550-426000	Office Supplies	\$1,500	
105550-429200	Program Supplies	\$6,421	
105550-431300	Client Transportation	\$500	
105550-432100	Telephone	\$800	
105550-432500	Postage	\$200	
105550-434100	Printing	\$450	
105550-469511	Cont. Services – Health Screenings	\$4,000	
105550-469514	Cont. Services – Instructor	\$3,000	

The amendment recognized additional state revenue for aging services and the program

allocation per department request which was approved at the October 5, 2009, Board meeting.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
143300-358900	NCJJDP – Gang Violence		\$7,500
145890-469821	Gang Violence Grant	\$7,500	

The amendment recognized the award of a gang violence grant for assessment of local gangs to identify risk factors for delinquency and gang involvement.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300-349605	NCDENR – Parker Project	\$4,205	
103839-349600	Parker Project – Property Owner		\$39,854
104960-469100	Prof. Services – Parker Project	\$35,649	

The amendment recognized NC Ag. Cost Share Funds and the property owner's required match for the Cove Creek Parker Project. Cost Share Funds must go to the property owner who was to then pay the County the cost share funds and the required match.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
133980-398021	Transfer from Capital Reserve		\$85,000
135912-459003	Blowing Rock Roof Repair	\$85,000	
133594-349909	Lottery Proceeds – FY 10		\$83,264
135912-459003	Blowing Rock Roof Repair		\$1,736
139800-498021	Transfer to Capital Reserve	\$85,000	
213980-398113	Transfer from School Capital Outlay		\$85,000
219930-459122	Watauga County Schools – CIP	\$85,000	

The amendment recognized lottery funds to repair a portion of the roof at Blowing Rock Elementary School. Funds were originally provided from the Capital Reserve Fund designated for Watauga County Schools CIP when the governor froze all lottery funds at the beginning of the fiscal year. Lottery funds have since been released and, therefore, were used to reimburse the Watauga County Schools CIP in the Capital Reserve Fund.

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

VOTE: Aye-5
Nay-0

B. Official Depository Designation Request – Ms. Isaacs requested approval of Bank of Granite official depository designation forms for the County's various financial accounts. The Bank required the forms which authorized appropriate parties to sign checks, drafts, and other public orders for Watauga County. Ms. Isaacs stated that no changes were made regarding the financial institution or accounts other than depository designation forms.

Commissioner Cooper, seconded by Vice-Chairman Winkler, moved to approve the Bank of Granite official depository designation forms as presented to the Board.

VOTE: Aye-5
Nay-0

C. Presentation of Smoky Mountain Center Quarterly Financial Report – Ms. Isaacs stated that, by Statute, Smoky Mountain Center, the Local Management Entity (LME) for mental health services in Watauga County, was required to submit a Quarterly Report to the Board of Commissioners. Ms. Isaacs presented the report on behalf of the Smoky Mountain Center.

The report was given for information only and, therefore, no action was required.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Presentation of Upset Bid Results for Consideration of the Sale of the Edmisten

House – County Manager Nelson stated that no upset bids were received through the required publication of the initial \$320,000 offer for the Edmisten House; therefore, the Manager presented the \$320,000 offer from Ms. Opal Mayfield to the Board for consideration of acceptance. The offer included one contingency which was a request for the buyer to obtain an easement to place a permanent privacy fence between the existing plantings and the Greenway Trail.

Commissioner Cooper, seconded by Commissioner Futrelle, moved to accept Ms. Opal Mayfield's offer in the amount of \$320,000 to purchase the Edmisten House and addressed the contingency by granting permission, not an easement, for the placement of a privacy fence on County-owned property between the existing plantings and the Greenway Trail; also, the County Attorney was directed to contact Ms. Mayfield's attorney to inform her and arrange for a closing date.

VOTE: Aye-5
Nay-0

B. Boards and Commissions – County Manager Nelson stated that the Voluntary Farmland Preservation Program Advisory Board had two members whose appointments had recently expired and both, Mr. Mike Presnell and Ms. Virginia Ward, were willing to continue to serve if reappointed.

Commissioner Kinsey, seconded by Commissioner Futrelle, moved to waive the second reading and reappoint Mr. Mike Presnell and Ms. Virginia Ward to three-year terms on the Voluntary Farmland Preservation Program Advisory Board.

VOTE: Aye-5
Nay-0

County Manager Nelson stated that Mr. Alex Jernigan, Regional Ombudsman with High Country Council of Governments, requested that Mr. Gene Vandiford be considered for appointment to the Watauga County Community Advisory Committee for Adult Care Homes.

Vice-Chairman Winkler, seconded by Commissioner Kinsey, moved to appoint Mr. Gene Vandiford to a one-year appointment on the Watauga County Adult Care Home Community Advisory Committee.

VOTE: Aye-5
Nay-0

County Manager Nelson gave a second notice that the Board's appointment to the Northwest Regional Housing Authority was to expire December 12, 2009.

By consensus, the Board tabled this appointment until the November 2, 2009, Board meeting.

C. Proposed Proclamation Announcing the Publication of the Architectural History of Watauga County, North Carolina – County Manager Nelson presented a proposed Proclamation Announcing the Publication of the Architectural History of Watauga County, North Carolina as requested by the Historical Preservation Society. The book features more than 600 illustrations with written descriptions of approximately 300 properties.

Commissioner Cooper, seconded by Commissioner Futrelle, moved to adopt the proclamation as presented.

VOTE: Aye-5
Nay-0

D. Announcements – Commissioner Kinsey presented the draft of the Citizens' Plan for Watauga and Chairman Deal announced that public community meetings regarding the Plan were scheduled for Monday, November 2nd at Cove Creek Elementary School beginning at 6:00 P.M.; Tuesday, November 3rd at Parkway Elementary School beginning at 6:15 P.M. (to accommodate

their after-school program); and Thursday, November 5th at the Watauga County Administration Building beginning at 6:00 P.M.

County Manager Nelson announced that the UNC School of Government planned to present a seminar entitled "Local Finance: Making Sense of Annual Financial Statements" at various locations throughout the State. The County Manager stated that a two-hour segment on ethics for elected officials, which met the new statutory requirement going into effect next year for city and county elected leaders, was included at the conclusion of the seminar.

PUBLIC COMMENT

There was no public comment; however, Chairman Deal welcomed the students that were in attendance from the Appalachian State University Local Government Class.

CLOSED SESSION

At 6:55 P.M., Vice-Chairman Winkler, seconded by Commissioner Cooper, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3); Land Acquisition, per G. S. 143-318.11(a)(5)(i); and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Commissioner Cooper, seconded by Commissioner Futrelle, moved to resume the open meeting at 7:33 P.M.

VOTE: Aye-5
Nay-0

ACTION AFTER CLOSED SESSION

Commissioner Cooper, seconded by Commissioner Futrelle, moved to adopt the Sign Ordinance with the proposed amendments as presented and the following additional changes (deletions shown in strikethrough and additions shown in bold):

A. Definitions.

10. Changeable Electronic Variable Message Sign. A sign (other than a public variable message sign, which is erected by a town, city, county, state for federal government or agency for traffic communication purposes) which results in illuminated display or messages or information by the use of a matrix of lamps, i.e., digital, LED (light emitting diode) or similar or refined display technology, movable discs, movable panels, light apertures, or other methods, which allow the message change to be actuated by a control mechanism rather than manually changing of message.; ~~and which changes the message more often than twice daily.~~

E. Advertising Signs.

1. Newly erected advertising signs shall not be permitted.
2. Maintenance of existing advertising signs shall be in accordance with Sections J and L.
- 3. No existing advertising signs may be converted to or replaced with a changeable electronic variable message sign.**

VOTE: Aye-5
Nay-0

Commissioner Kinsey, seconded by Vice-Chairman Winkler, moved to authorize staff to assist Habitat for Humanity with their Armfield Roost at Green Valley project located behind Green Valley School by providing grading; waiving the tipping fee at the Landfill; and assisting with stump removal. Habitat for Humanity was to be responsible for purchasing all materials to be used in the

project.

VOTE: Aye-5
Nay-0

ADJOURN

Chairman Deal adjourned the meeting at 7:35 P.M.

Jim Deal, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 6:

PROPOSED RESOLUTION IN SUPPORT OF MARSY'S LAW

MANAGER'S COMMENTS:

Mr. Matthew Hebb will request the Board adopt the included resolution in support of HB 551/SB 595 - Marsy's Law. Marsy's Law would afford certain rights to victims of violent crimes. Specifically, the bill requires notification of release, hearings, appropriate restitution, and the right to speak during criminal proceedings.

Board direction is requested.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

DRAFT

Resolution In Support of Marsy’s Law

WHEREAS, Marsy’s Law For North Carolina and advocacy organizations statewide are dedicated to guaranteeing victims’ rights and providing a voice; and

WHEREAS, Marsy’s Law For North Carolina supporters agree victims should always be treated with fairness and respect throughout the criminal justice process, protected from the defendant, reasonably heard at public proceedings regarding their case, and given a voice through the process of the case; and

WHEREAS, per the Federal Bureau of Investigation’s (FBI) most recent “Crime in the United States” report, in 2013 a total of 33,700 North Carolinians were the victim of Violent “Index Crimes” including: murder, rape, robbery, aggravated assault, burglary, larceny, motor vehicle theft, and arson; and

WHEREAS, Marsy’s Law for North Carolina will ensure that victims receive the same rights that are afforded to criminals and have rights to notification of release, hearings, appropriate restitution, and the right to speak during criminal proceedings; and

WHEREAS, victims’ rights is a non-partisan, non-political issue, and Marsy’s Law is a common sense approach to ensuring victims’ rights.

NOW, THEREFORE, BE IT RESOLVED that the Watauga County Board of Commissioners do hereby proclaim

SUPPORT FOR HB 551/SB 595 (MARSY’S LAW)

in and for Watauga County, and encourage all of our citizens to join in the commitment to protect the rights of North Carolina crime victims.

ADOPTED this the 5th day of September, 2017.



John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board



Key Message: Marsy's Law for North Carolina seeks to amend the state constitution in order to provide an equal level of constitutional protections to victims of crimes that are already afforded to the accused and convicted. Marsy's Law is supported across the political spectrum to ensure that victims have the same "co-equal" rights as the accused and convicted - nothing more, nothing less. Marsy's Law gives the victim a voice in the process; not a veto.

- The U.S. Constitution and many state constitutions give specific rights to individuals accused and convicted of a crime. Crime victims, however, have no enumerated rights in either the U.S. Constitution or in 15 state constitutions - including North Carolina.
- Marsy's Law for All seeks to amend state constitutions like North Carolina that do not currently offer protections to give victims of crimes equal rights that are already afforded to the accused and convicted.
- While North Carolina does have victims' rights protections in its constitution, it is not always consistently applied from county to county and regionally, and there is a need to amend the constitution to better ensure consistent enforcement of those rights statewide.
- In January 2017, Marsy's Law for NC kicked off a campaign to begin the two-step process to amend the state constitution: the first step requires a bill passed by $\frac{3}{5}$ of both chambers of the state Legislature to then send it to a statewide vote the following year.
- Nearly eight out of ten North Carolinians support a constitutional amendment giving crime victims equal rights already afforded to the accused and convicted including the right to be treated fairly, with dignity and respect, to be informed regarding custody and to have a voice in the judicial process.
- We can all agree it's common sense that no rapist should have more rights than the victim. No murderer should be afforded more rights than the victim's family.
- It is not a partisan issue: giving crime victims important co-equal rights is a rare political issue that both Republicans and Democrats are unified in supporting.
- In recent years, voters in five states have passed Marsy's Law including the groundbreaking 2008 victims' rights law in California, Illinois, North and South Dakota and Montana.
- Marsy's Law for All campaigns are currently active in eight states beyond North Carolina including Nevada, Maine, Idaho, Oklahoma, Ohio, Wisconsin, Kentucky and Georgia.

A constitutional amendment for victims' rights will guarantee equal rights to crime victims by:

Informing victims and their families about their rights and services available to them



Giving them the right to receive notification of proceedings and major developments in a criminal case



Protecting their safety by notifying them in a timely manner regarding changes to the offender's custodial status



Allowing victims and their families to exercise their right to be present - and heard - at court proceedings; and to provide input to the prosecutor before a plea agreement is finalized



Establishing the right to restitution



**WHEN A CRIMINAL IS CHARGED,
THEY'RE GIVEN A LIST OF RIGHTS.**



**BUT WHAT ABOUT RIGHTS FOR
VICTIMS AND THEIR FAMILIES?**

Marsalee "**Marsy**" Ann Nicholas was a beautiful, vibrant University of California Santa Barbara student who was stalked and killed by her ex-boyfriend in 1983.

Only a week after Marsy was murdered, her brother and mother, Marcella, walked into a grocery store after visiting Marsy's grave and were confronted by the accused murderer.

They had no idea he'd been released on bail.

Marsy's story is typical of the pain and suffering that family members of murder victims endure.

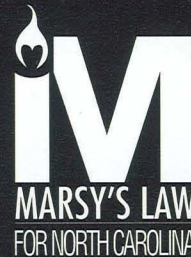
Although North Carolina has some state statutes protecting victims, those laws fail to provide equal constitutional standing. It's time to put Marsy's Law in the North Carolina State Constitution.





The United States Constitution currently provides specific rights for those accused and convicted of crimes but fails to provide equal rights for victims of crime.

- Dr. Henry T. Nicholas

Chairman, Marsy's Law For All



MarsysLaw.us

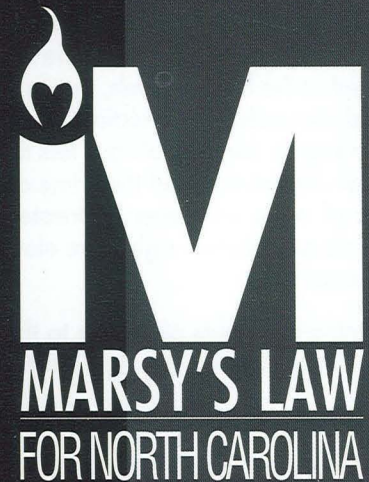
 www.MarsysLawNC.com 

email: NorthCarolina@MarsysLaw.us

Paid for by Marsy's Law for North Carolina, LLC

090517 BCC Meeting

**EQUAL RIGHTS
FOR
CRIME VICTIMS**



IN 2015, THERE WERE 34,500 VIOLENT CRIMES COMMITTED IN NORTH CAROLINA.

*NCSBI



090517 BCC Meeting

JOIN US IN PROVIDING CRIME VICTIMS WITH EQUAL RIGHTS.

STATE UPDATE

SUPPORT MARSY'S LAW TO GIVE EQUAL RIGHTS TO VICTIMS.

"In January 2017, Marsy's Law for All began a statewide effort to amend the North Carolina constitution and strengthen victims' rights language. Amending the state constitution is a two-step process: the first step requires a bill passed by 3/5 of both legislative chambers to then send it to the ballot for voter approval in 2018. In April, HB 551 completed the first step in the process by passing the House by an overwhelming margin. Now our efforts are continuing in the Senate where we will seek to complete the process and to finally provide crime victims in North Carolina with equal rights. We invite you to join our cause by getting involved and contacting your State Senator and ask he or she vote for SB 595"

THE RIGHT to be treated with courtesy, fairness and respect for their dignity and privacy throughout the criminal justice proceedings.

THE RIGHT to receive information about their rights and the services available to crime victims.

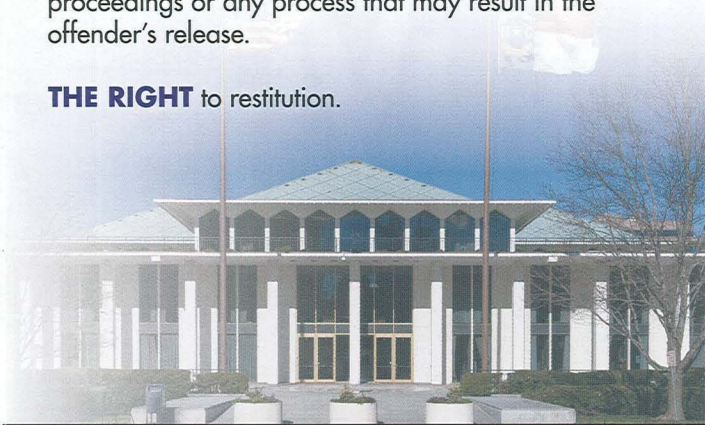
THE RIGHT to receive timely notification of proceedings and other major developments in their case.

THE RIGHT to receive timely notification of changes to the offender's custodial status.

THE RIGHT to be present at court proceedings. The right to provide input to the prosecutor before a plea agreement is finalized.

THE RIGHT to be heard at plea or sentencing proceedings or any process that may result in the offender's release.

THE RIGHT to restitution.



NOTIFICATION, STANDING, & A VOICE

FREQUENTLY ASKED QUESTIONS

Q: Will Marsy's Law for North Carolina be costly for the state and local governments?

A: No. The best guide is the experience of other states. Criminal Justice officials in states that have enacted Marsy's Law have reported negligible costs associated with implementing it. More than 30 states have constitutional rights for victims, many very similar to Marsy's Law. Providing strong rights to people who have been victimized by crime should always be a primary function of government.

Q: Does Marsy's Law affect the rights of individuals accused of crimes by allowing victims to withhold evidence that could exonerate them?

A: No. Defendants have rights protected by the Sixth Amendment of the United States Constitution to confront the witnesses against them at trial. Marsy's Law for North Carolina does not trump those rights. If the government has evidence that could exonerate a defendant, the government must always disclose it to the defendant.

Q: What happens if a victim's constitutional rights are violated?

A: If victims are granted constitutional rights it would be a rare occurrence that their rights would not be granted because of the increased awareness of victims' rights as a whole. In the case where their rights are violated there could be remedies that would require certain proceedings to be repeated in a manner that protects the rights of victims, consistent with the constitutional rights of the accused.

FREQUENTLY ASKED QUESTIONS

Q: Why do we need to change the State Constitution? Can't we just change laws to give victims equal rights?

A: Victims of crime are the persons most directly impacted by crime. They deserve to have rights that are recognized at the highest levels, just as accused and convicted criminals. When victims' rights are only statutory then legally they are always less than those of the criminal who perpetrated the crime against them. **Victims of crime will never be treated equally in North Carolina until their rights are elevated to the constitutional level.**

Q: Will elevating the rights of victims to the constitutional level diminish the rights of the accused?

A: No. Rights are not a zero-sum game—giving victims co-equal rights does not diminish the rights of the accused. Marsy's Law for North Carolina does not diminish the constitutional rights of defendants in any way.

984-960-7047



Matthew Hebb
Political Director
mhebb@marsyslaw.us



nc.marsyslaw.us

AGENDA ITEM 7:

MAINTENANCE MATTERS

A. Bid Award Request for Repaving the Winkler's Creek Facility

MANAGER'S COMMENTS:

Mr. Robert Marsh, Maintenance Director, will present bids for paving at the Winklers Creek Facility (New Tag Office). Paving of the parking lot for the tag office has been completed. The current request is to pave the parking lot and lay down areas for the maintenance department. Four (4) companies were solicited with only two (2) responses received. Moretz Paving was the lowest responsive bidder in the amount of \$20,240. Adequate funds have been included in the current budget to cover the expenditure.

Board action is required to award the contract to Moretz Paving in the amount of \$20,240 for paving at the Winklers Creek Facility.



WATAUGA COUNTY

MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RM*

DATE: August 17, 2017

RE: Bid Award Request for Repaving Winklers Creek Facility

BACKGROUND

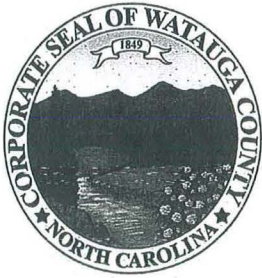
A portion of the pavement at the Winklers Creek Facility is in poor condition and in need of replacement. This area includes the parking lot that is used by the Maintenance Department on the south side of the property. The north side parking area which serves the new License Plate Agency was repaved in 2016 and is in good condition.

BID SUMMARY

Moretz Paving, Inc.	\$20,240
Tri-County Paving, Inc.	\$31,430
Carol Rose Paving	No bid
Champion Paving	No bid

RECOMMENDATION

Staff recommends the low bidder, Moretz Paving, for this project. Moretz has completed many projects for the County -- all with good results.



WATAUGA COUNTY MAINTENANCE DEPARTMENT



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

BID FORM

PROJECT: Andersen Building Asphalt Paving, 274 Winkler's Creek Road, Boone, NC

INSTRUCTIONS TO BIDDERS: Bids shall be submitted to the Watauga County Maintenance Department by 5:00 p.m. on Monday, August 7, 2017, at 969 West King Street, Boone, NC 28607. Please contact Robert Marsh, Maintenance Director, at (828) 264-1430 or robert.marsh@watgov.org if you have questions regarding this project.

Work must be completed no later than June 15, 2018.

Perspective bidders are encouraged to visit the site to verify quantities.

SCOPE: The county will remove the existing asphalt pavement and will provide additional gravel if needed. The contractor shall include in his scope of services all labor and materials to fine grade, setup stone base, and pave with 2" of binder asphalt and 2" of surface asphalt.

Watauga County reserves the right to reject any and all bids.

BID:

Moretz Paving Inc bids \$ 20,240.⁰⁰
(Name of Contractor) (Amount of Bid)

Rebecca O Moretz Aug 7, 17
Signature of Contractor Date

Moretz Paving Inc
PO Box 270
Zionville NC 28698
Address



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

BID FORM

PROJECT: Andersen Building Asphalt Paving, 274 Winkler's Creek Road, Boone, NC

INSTRUCTIONS TO BIDDERS: Bids shall be submitted to the Watauga County Maintenance Department by 5:00 p.m. on Monday, August 7, 2017, at 969 West King Street, Boone, NC 28607. Please contact Robert Marsh, Maintenance Director, at (828) 264-1430 or robert.marsh@watgov.org if you have questions regarding this project.

Work must be completed no later than June 15, 2018.

Perspective bidders are encouraged to visit the site to verify quantities.

SCOPE: The county will remove the existing asphalt pavement and will provide additional gravel if needed. The contractor shall include in his scope of services all labor and materials to fine grade, setup stone base, and pave with 2" of binder asphalt and 2" of surface asphalt.

Watauga County reserves the right to reject any and all bids.

BID:

Tri-County Paving, Inc. bids \$ 31,430.00
(Name of Contractor) (Amount of Bid)

[Signature]
Signature of Contractor

7-26-17
Date

P.O. Box 863
West Jefferson, NC 28694

Address

AGENDA ITEM 7:

MAINTENANCE MATTERS

B. Bid Award Request for Health Department Building Renovations

MANAGER'S COMMENTS:

Mr. Robert Marsh will present bids for renovations at the Health Department building to accommodate the relocation of Planning and Inspections, Veterans Service, and Red Cross offices. Four (4) bids were received with VPC Builders being the lowest responsive bidder in the amount of \$159,183. Funds would be allocated from the General Fund Balance as discussed during the county's budget retreat.

Board action is required to award the contract to VPC Builders in the amount of \$159,183 for renovations to the health department building to accommodate the relocation of county services.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *m*

DATE: August 17, 2017

RE: Bid Award Recommendation

BACKGROUND

Watauga County Commissioners selected Randy Jones for architectural design services associated with the Health Department renovations that were discussed during the spring budget meetings. The purpose of the renovation project is to relocate Planning and Inspections staff, Red Cross and Veteran's Services to the second floor of the Health Department in the spaces currently occupied by Environmental Health. Health Department staff will be reassigned space within the building. The HVAC, plumbing and electrical systems will have to be modified as well as reconfiguring several interior walls to accommodate the new space assignments.

Ten contractors that had previously completed work for the County or expressed interest in County work were solicited for bids. Four bids were received, opened and read aloud at a public bid opening on August 15, 2017. Attached is the official Bid Tabulation and architect's recommendation for Bid Award.

BID SUMMARY

Greene Construction, Inc.	\$160,000
Houck Contracting, LLC	\$209,391
VPC Builders, LLC	\$159,183
Wishon & Carter Builders, Inc.	\$172,925

STAFF RECOMMENDATION

Staff recommends the low bidder, VPC Builders, for the Bid Award in the amount of \$159,183.00. VPC has completed work for the County on a previous project with excellent results.

David R. Jones Architecture

285 Deer Crest Lane
P.O. Box 1247
Boone, North Carolina 28607
828-386-4088

August 16, 2017

Mr. Deron Geouque, County Manager
Watauga County
814 West King Street
Boone, North Carolina 28607

PROJECT: Watauga County Health Department Renovations
PROJECT #: 2017-3
RE: Recommendation to Award a Contract

Dear Mr. Geouque:

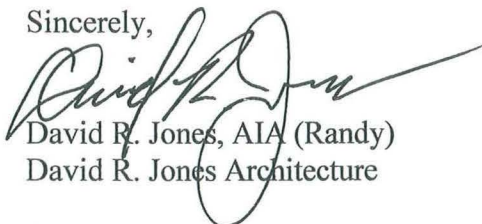
Please be advised that bids were received on Tuesday, August 15, 2017, and publicly read aloud for the above mentioned project. I have attached a copy of the Final Bid Tabulation Sheet for your reference. Ten general contractors were invited and requested plans and specifications. Four general contractors actually placed bids.

VPC Builders, LLC was the apparent, successful, lowest responsible bidder with a Base Bid amount of \$159,183.00. There were no alternates in the Project. The proposed Contract Sum shall be for the Base Bid amount of \$159,183.00. The Base Bid amount includes a Contingency Allowance amount of \$20,000.00. Any unused contingency allowance amounts will be credited back to the County by Change Order at the end of the project.

VPC Builders, LLC maintains an active (valid), unlimited general contractors license according to the North Carolina Licensing Board for General Contractors website.

I hereby recommend to the Watauga County Board of Commissioners that VPC Builders, LLC be awarded the contract for the above mentioned project for the Contract Sum of \$159,183.00. If anyone has any questions, please feel free to give me a call.

Sincerely,



David R. Jones, AIA (Randy)
David R. Jones Architecture

Attachment: Final Bid Tabulation Sheet

FINAL BID TABULATION SHEET**David R. Jones Architecture**285 Deer Crest Lane
P.O. Box 1247Boone, North Carolina 28607
828-386-4088 Office**Watauga County Health Department Renovations**

Boone, North Carolina

Proj.: 2017-3

BID DATE:
8/15/2017**SINGLE PRIME GENERAL CONTRACT**

BB= BID BOND

CC= CERTIF.

CHECK

NP=

NOT PROVIDED

Contractor	Bid Sec.	Lic. #	Cal. Days	Addenda		MBE D or F	Alts.				Base Bid Amount	
				1	2							
Brushy Mountain Builders, Inc. 3390 Gaither Walker Cir. Lenoir, NC 28645		NO BID										\$
Greene Construction, Inc. 525 George Wilson Rd. Boone, NC 28607	CC	1610	BLNK.	X	X	NP						\$160,000.00
Houck Contracting, LLC 184 Pleasant Point Dr. Hickory, NC 28601	BB	49615	60	X	X	D						\$209,391.00
Kanipe Construction, LLC 505 Piney Shade Trail Boone, NC 28607		NO BID										\$
MBI Builders, LLC 529 Main St. North Wilkesboro, NC 28659		NO BID										\$
Doug McGuire Construction 4041 NC HWY 105 S. Boone, NC 28607		NO BID										\$
David Stapleton Const. Co., Inc. 167 Star Burst Ln. Boone, NC 28607		NO BID										\$

BID TABULATION SHEET											
David R. Jones Architecture 285 Deer Crest Lane P.O. Box 1247 Boone, North Carolina 28607 828-386-4088 Office				<u>Watauga County Health Department Renovations</u> Boone, North Carolina Proj.: 2017-3				BID DATE: 8/15/2017			
SINGLE PRIME GENERAL CONTRACT											

Contractor	Bid Sec.	Lic. #	Cal. Days	Addenda			MBE D or F	Alts.				Base Bid Amount
				1	2							
VPC Builders, LLC 2059 Tynecastle Hwy. Banner Elk, NC 28604	BB	70993	120	X	X		D					\$159,183.00
Wilkie Construction, Inc. 2025 Harper Ave., SW Lenoir, NC 28645		NO BID										\$
Wishon & Carter Builders, Inc. 1412 West Main St. Yadkinville, NC 27055	BB	8629	120	X	X		D					\$172,925.00
												\$
												\$
												\$

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AGENDA ITEM 8:**PLANNING AND INSPECTIONS MATTERS*****A. Acceptance of Grants allocated in the 2017-2018 State Budget*****MANAGER'S COMMENTS:**

Mr. Furman, Planning and Inspections Director, will present for Board acceptance two (2) grants awarded to the County in the 2017-18 State Budget. Commissioner approval is required to accept these grants so the funds can be recognized in the County budget. Both grants will be disbursed to the County on a reimbursement basis. Each is for \$50,000. One is for the Guy Ford Road River Access, funded through the Office of State Budget and Management, and is available due to the efforts of Senator Ballard. The other is to go toward construction of a greenway connector between Watauga Medical Center and the Wellness Center, to be located almost entirely on County-leased land adjacent to the Optimist Fields. Appalachian Regional Health Care System was granted a like amount for the project. The project will be completed through a partnership between the County, ARHS and the Town of Boone. The funding will be through the NC Department of Natural and Cultural Resources.

Board approval is required to accept the grants as presented.

North Carolina Office of State Budget and Management

Agreement # 2572

This Agreement is hereby entered into by and between the Office of State Budget and Management (the "AGENCY") and Watauga County (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is 56-6001816.

1. EFFECTIVE TERM:

This Agreement shall be effective starting July 1, 2017 and this agreement shall terminate on June 30, 2019.

2. RECIPIENT'S DUTIES:

The RECIPIENT shall provide the services as described below:

The RECIPIENT is authorized to use funds by this agreement for goods or services and referenced in the Session Law 2017-57, Section 26.1.(a).

The RECIPIENT's scope of work is a complete concise scope of goods or services supported by this agreement and consistent with language in Session Law 2017-57, Section 26.1.(a). See Attachment A.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY. RECIPIENT agrees that it will not reallocate and/or redistribute any overall budget costs that will exceed 10% on an annual basis without first obtaining the express authorization of the AGENCY in writing.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$50,000.

Pursuant to N.C.G.S 143C-6-8, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-22 Use of State funds by non-State entities.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2017-57, comply with the intent and guidance found in this Session Law and ensure compliance with related state statutes and financial management standards.

The AGENCY shall pay the RECIPIENT a total not to exceed \$50,000. This total amount payable shall be released according to the following payment schedule:

On a quarterly or three-month basis that starts on July 1, 2017 and ends on September 30, 2017, the AGENCY shall provide the RECIPIENT with a quarterly reimbursement of actual expenditures incurred during the previous three-month period. The RECIPIENT shall email and send the AGENCY a completed Quarterly or Periodic Status Report & Reimbursement Request Form (see Attachment B) requesting reimbursement and shall include

and attach sufficient documentation of the expenses incurred during the quarterly period. The reimbursement documentation may include a general ledger statement that verifies expenses were incurred consistent with the agreement purpose and scope or copies of invoices paid or payroll register records by the AGENCY during the reimbursement period.

After the above noted first reimbursement period, the AGENCY shall submit similar reimbursement requests each quarter until the agreement term has concluded.

The RECIPIENT may also submit reimbursement requests to the AGENCY for a period of ninety (90) days after the agreement term has ended for past expenses incurred during the agreement term.

The AGENCY reserves the right to withhold or delay disbursement of the payments noted above, if the Quarterly or Periodic Status Report & Reimbursement Request are not submitted, are not complete or do not include adequate attached documentation that can verify reimbursement. The AGENCY must provide the RECIPIENT with a written explanation of the business reasons to delay reimbursement payments that have been invoiced to the AGENCY, that extend longer than 30 days after reimbursement requests are submitted to the AGENCY.

4. QUARTERLY STATUS REPORTING:

The RECIPIENT agrees to provide quarterly, or 90-day project status reports to be sent electronically from the RECIPIENT to the AGENCY and shall at a minimum include:

- a. Period starting beginning balance of the Project Fund.
 - i. Total expenses disbursed (aggregate totals) by the following project uses:
 - ii. Employee Expenses (e.g. program related staffing).
 - iii. Service and Contract expenses (e.g. utilities, telephone, data, lease related expenses).
 - iv. Goods (e.g. supplies and equipment) expenses.
 - v. Administration Expenses (e.g. overhead & project management).
 - vi. Other expenses (e.g. related charges not assigned above and described by recipient).
 - vii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
 - viii. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date.

ATTACHMENT B is a copy of the quarterly status tracking report.

- b. Quarterly project status reports shall be emailed to John Leskovec, john.leskovec@osbm.nc.gov and OSBMReporting@osbm.nc.gov

The RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.

5. AGREEMENT ADMINISTRATORS:

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

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
John Leskovec, OSBM Management Analyst Office of State Budget and Management 20320 Mail Service Center Raleigh, NC 27699-0320 Telephone (919) 807-4734 Fax: (919) 733-0604 Email: john.leskovec@osbm.nc.gov	John Leskovec, OSBM Management Analyst Office of State Budget and Management 116 W. Jones Street, Suite 5200 Raleigh, NC 27603 Telephone (919) 807-4734 Fax: (919) 733-0604 Email: john.leskovec@osbm.nc.gov

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Joseph A Furman, Director Planning and Inspections Watauga County 331 Queen Street, Suite A Boone, NC 28607 Telephone: (828) 265-8043 Email: joe.furman@watgov.org	Joseph A Furman, Director Planning and Inspections Watauga County 331 Queen Street, Suite A Boone, NC 28607 Telephone: (828) 265-8043 Email: joe.furman@watgov.org

6. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, with regard to the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

7. CONFLICT OF INTEREST

The RECIPIENT shall file with the AGENCY a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the RECIPIENT’s governing body and/or any of its employees or officers involved in the grant or the project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the RECIPIENT’s employees, officers or members of its governing body, from the RECIPIENT's disbursing of State funds, and shall include actions to be taken by the RECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the RECIPIENT certifies that, as of the date it executes this Contract, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the grant

or project. Throughout the duration of this Contract, the RECIPIENT has the duty to promptly inform the AGENCY of any such conflict of interest or direct or indirect benefit of which it becomes aware. The policy shall be filed before AGENCY may disburse the grant funds.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will 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. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of the agreement term.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day time period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

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

In Witness Whereof, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

WATAUGA COUNTY

Signature

Date

Printed Name

Title

OFFICE OF STATE BUDGET AND MANAGEMENT

Signature

Printed Name

Title



**North Carolina Department of Natural and Cultural Resources
Budget and Finance Office**

Governor Roy Cooper

Secretary Susi H. Hamilton

August 28, 2017

Margaret Pierce
814 West King St.
Boone, NC 28607

Dear Margaret Pierce:

Session Law 2017-57, Appropriation Act 2017 provides a nonrecurring special appropriation - legislatively directed grant to Watauga County to connect the greenway to Medical Center through the North Carolina Department of Natural and Cultural Resources (DNCR) in the amount of \$50,000.

General Statutes § 143C-6-21-23, Use of State funds by non-State entities, requires any agency awarding funds to enter into a contract with the recipient/organization. Before we can prepare a contract for your appropriation, we must have the following information from your local government:

1. A Microsoft Office Word version of the scope of work and a description of the project to be covered by these funds. The language of the scope and description should coincide with the stated purpose was written in the legislation. The information contained in the Scope of Work should be specific with deliverables and outcomes.
2. A Microsoft Office Word version of a line-item budget and budget narrative for these funds. Please note that expenditures of State funds are now subject to Cost Principles. For reference, see the Federal Office of Management and Budget (OMB) Circular A-87.

Please submit the above items by email to strategy.policy@ncdcr.gov.

The projected schedule for the awarding of these funds is as follows:

1. Certification of the State's annual budget by the Office of the State Budget and Management (OSBM). OSBM is currently finalizing this process for DNCR.
2. Receipt of the above-requested items.
3. Preparation of the grant contract by this agency. The contract incorporates the information requested above.
4. A second emailing to you containing a Request for Payment of Appropriation Form*, an Iran Divestment Form*, and a PDF of the completed grant contract. These documents must be properly signed, notarized and returned by mail to this office, along with additional

MAILING ADDRESS:
4601 Mail Service Center
Raleigh, NC 27699-4601

Telephone: (919) 807-7250
Fax: (919) 733-1564

LOCATION:
109 East Jones Street
Raleigh, NC

documentation as required by law. This mailing will also advise you of reporting requirements required by law.

5. The Budget and Finance Office will review of all documents received from you. At such time as those documents are deemed complete, we will authorize payment of the appropriation.

For starred “*” items, templates will be provided.

Please know that we will move through this process as quickly as possible. We understand your desire to receive your appropriation and want to work with you in every possible way. If you have questions, I can be contacted by email (see below) or phone (919-807-7277).

My contact and mailing information is below:

Email: strategy.policy@ncdcr.gov

US Mail: Joshua Davis
Business and Finance Office
Dept. of Natural and Cultural Resources
4605 Mail Service Center
Raleigh, NC 27699-4601

Fed Ex: Joshua Davis
Business and Finance Office
Dept. of Natural and Cultural Resources
109 East Jones Street
Raleigh, NC 27601

We look forward to working with you.

Sincerely,

Joshua Davis
Strategy and Policy Advisor

AGENDA ITEM 8:**PLANNING AND INSPECTIONS MATTERS*****B. Report on Old Hwy 421 and Hwy 421 Intersection*****MANAGER'S COMMENTS:**

At a previous Board meeting, staff was requested to contact NCDOT regarding potential improvements to the US Highway 421 and Old 421 intersection to reduce the dangers experienced by motorists. The County Manager contacted Mike Pettyjohn, Division 11 Engineer, who stated that NCDOT has a project that will provide advanced flashing arrows and redesign the signal heads to be closer to the stop bars. In addition, the Commissioners submitted the US Highway 421 and Old 421 intersection as a transportation project to the High Country RPO to be scored for possible inclusion in the next State Transportation Improvement Plan (STIP).

NCDOT staff has begun assessing the intersection and their preliminary analysis is that an overpass would be the most effective long-term solution in addressing the issues at the intersection. An aerial photo has been included which details most of the property required for the overpass is owned by NCDOT.

Mr. Furman will request direction from the Board regarding their support for the overpass and submittal of this solution.

(0.82A)
CASHION, BONNIE

(2A)
COLUMBUS HOWARD

(0.48A)
STRICKLAND, CELI

(0.44A)
DOL, ROBERT L.A

090517 BCC Meeting

(2.08A)
BINGHAM, JAMES L

(0.44A)
DOL, ROBERT L

(6.1938A)
BINGHAM FARMS II

(0.44A)
DOL, ROBERT L.A

(0.3A)
DOL, ROBERT L.A

(0.22A)
DOL, ROBERT L.A

US HWY 421 S

(6.03A)
BINGHAM FARMS II



(1.16A)
SWERS, JERRY O

(8.8.3A)
NORTH CAROLINA D

(7.48A)
BINGHAM FARMS III

(1.122A)
SPG 2016 LLC

US HWY 421 S

(1.18A)
JONES, FLOYD MARI

(1.18A)
BINGHAM FARMS II

(1.122A)
G&B OIL COMPANY

(1.122A)
SOFIELD, DEBORAH

AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Proposed Lease of County Property to Skyline Telephone Membership Corporation***

At the July 18, 2017 board meeting, County Manager Geouque presented a lease with Skyline/Skybest for a .057 acre parcel of land located at the entrance of Watauga High School. The School Board has expressed approval for the lease. However, due to the property serving as collateral for the loan on the high school the County is the owner of record. The lease was modified to conform to North Carolina General Statutes and incorporate any changes by the County Attorney.

Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon a 30 day public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at a future meeting.

The County Manager presented the required resolution which would authorize the lease with formal approval to take place after the thirty day notification period has been met.

The notification period has been met and the lease and the resolution are ready for Board adoption. Board action is required to adopt the resolution and approve the lease as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

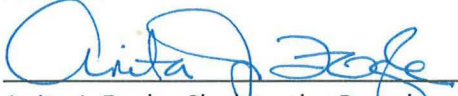
Resolution of Watauga County Board of County Commissioners

Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on July 18, 2017, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to SKYLINE TELEPHONE MEMBERSHIP CORPORATION and its subsidiary, SKYBEST COMMUNICATIONS, INC., a 0.057 acre of property located at the entrance of the Watauga County High School, for a term of five (5) years. The rent to be paid by SKYLINE TELEPHONE MEMBERSHIP CORPORATION and its subsidiary, SKYBEST COMMUNICATIONS, INC. to Watauga County during the term of the lease is One Dollar (\$1.00) per annum. The lease shall become effective thirty (30) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 18th day of July, 2017.



John Welch, Chairman
Watauga County Board of County Commissioners

ATTEST:


Anita J. Fogle, Clerk to the Board



AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Blue Ridge Electric Membership Corporation Easement Request

MANAGER'S COMMENTS:

Blue Ridge Electric Membership Corporation is requesting an easement on the undivided interest of property the County owns located at Tweetsie Railroad. The purpose is to upgrade the power line to Tweetsie.

Board action, contingent upon county attorney review and approval, is required to grant the easement to Blue Ridge Electric Membership Corporation for the Tweetsie property.

UTILITY EASEMENT

Return to: Blue Ridge Electric Membership Corporation

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Dee Arthur Properties, Inc. and Watauga County, a body politic, as well as Tweetsie Railroad, Inc., to the extent of its leasehold interest**, on behalf of [*himself/herself/itself*], and [*his/her/its*] heirs, executors, administrators, successors and assigns (collectively, "Grantor"), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION and its subsidiaries, and their successors, assigns, lessees and licensees (collectively, "Grantee"), a perpetual right-of-way and easement upon, over and across the lands of the Grantor situated in **Watauga County, North Carolina**, more particularly described as follows: A tract of land approximately **49.5 acres** in size as described in that deed recorded at Deed Book **309, Page 787; Deed Book 1412, Page 483; Deed Book 1412, Page 488, Watauga County Registry**, currently known as Tax Parcel #**2819-72-7268-000**, (the "Premises").

Underground Facilities _____ (*Initial to grant underground facilities easement*)

By initialing above, Grantor grants to Grantee an easement extending perpendicularly ten (10) feet to either side of the centerline of said lines or system as installed, measuring twenty (20) feet in width in its entirety. By initialing above, Grantor further grants to Grantee, its agents, employees and contractors, the following rights: to erect, construct (by digging, trenching or other means), reconstruct, relocate, repair, operate, upgrade, alter and maintain underground electric distribution facilities, lines and conduits, as well as transformers, service connections, communications lines, fiber optics cables, cabinets, and other apparatus and appliances, either above ground or below ground, for the purpose of transporting electricity and for communications purposes (including but not limited to the transmission of data, sound and images); to enter upon and travel across, at any time now or in the future, the Premises, and all abutting streets, roads or highways, in order to access the easement and any easements on adjacent properties and to exercise all other rights granted herein; to clear the land within the easement, and to keep it clear of shrubbery, trees and other growth located within the easement, regardless of how long said vegetation has been permitted to grow, and to keep the easement clear of any and all other obstructions; to clear and keep clear from the easement all structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable materials or other fire hazards, wrecked or disabled vehicles, and refuse of any type; and to clear land outside the easement within ten (10) feet of the service door of any transformer or cabinet, and to keep the area within ten (10) feet of said door clear of trees and shrubbery (regardless of how long said vegetation has been permitted to grow), structures and other obstructions.

Overhead Facilities _____ (*Initial to grant overhead facilities easement*)

By initialing above, Grantor grants to Grantee an easement extending perpendicularly fifteen (15) feet to either side of the centerline of said lines or system as installed, measuring thirty (30) feet in width in its entirety. By initialing above, Grantor further grants to Grantee, its agents, employees and contractors, the following rights: to erect, construct, reconstruct, relocate, repair, operate, upgrade, alter and maintain upon the easement, and upon all abutting streets, roads or highways, one or more lines or systems, including poles, cross-arms, wires, guys, anchors, cable, transformers, antennae, amplifiers, communications cabinets and other apparatus and appliances, for the purpose of transporting electricity and for communications purposes (including but not limited to the transmission of data, sound and images); to install, maintain and use anchors, stub poles and guy

wires on land adjacent to the easement; to enter upon and travel across, at any time now or in the future, the Premises, and all abutting streets, roads or highways, in order to access the easement and any easements on adjacent properties and to exercise all other rights granted herein; to clear the land within the easement, and to keep it clear of shrubbery, trees and other growth located within the easement, regardless of how long said vegetation has been permitted to grow, and to keep the easement clear of any and all other obstructions; to clear and keep clear from the easement all structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable materials or other fire hazards, wrecked or disabled vehicles, and refuse of any type; to prohibit the construction of buildings or other facilities on the Premises within such proximity to any above-ground electric or communications facility that would endanger the operation or prevent the maintenance of the facility; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the easement which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the easement, regardless of how long said vegetation has been permitted to grow.

Additional Terms of All Easements

Construction of new facilities on property outside the footprint of the easement and future extensions of facilities beyond the footprint of the easement are not permitted by this Agreement. In the event facilities outside the footprint of this easement are contemplated, additional easement rights may be acquired.

Once construction is complete, in the event Grantee exercises its rights of ingress and egress, Grantee shall repair any damage it shall do to Grantor's private lanes, roads, and/or crops that result from Grantee's ingress and egress.

Grantor further gives, grants and conveys to Grantee, its agents, employees and contractors, the right to relocate its facilities, and the corresponding easement, over the Premises to conform to any future highway or street relocation, widening or improvement.

Grantor shall retain all other rights to his lands not inconsistent with the rights and easements herein conveyed, but Grantor cannot interfere with or endanger the construction, operation, or maintenance of Grantee's facilities.

The failure of Grantee to exercise any of the rights herein acquired shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time to time, to exercise any or all of them.

Grantor agrees that all poles, wires, structures, antennae, accessories and other facilities installed on the Premises by Grantee shall remain the property of Grantee, removable at the option of the Grantee.

Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, or any interest therein, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except as expressly hereinafter stated.

Exceptions: _____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

TO HAVE AND TO HOLD, all and singular, the rights, privileges and easements aforesaid unto the said Grantee forever.

FOR OFFICE USE ONLY: _____

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, this the ____ day of _____, 20____.

Dee Arthur Properties, Inc.

By: _____

Name: Randall E. Baker

Title: President

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for _____ County, North Carolina, certify that Randall E. Baker personally came before me this day and acknowledged that he is President of Dee Arthur Properties, Inc., a corporation, and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the ____ day of _____, 20____.

Notary Public
Printed Name _____

My Commission Expires: _____.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, this the ____ day of _____, 20 ____.

Watauga County, a body politic

BY : _____ (SEAL)

Print Name and Title: **Deron Geouque, County Manager**

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, _____, a Notary Public for Watauga County, North Carolina, certify that **Deron Geouque** personally came before me this day and acknowledged that he is **Manager** of **Watauga County**, a corporation, and that he, as **Manager**, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the ____ day of _____, 20 ____.

Notary Public
Printed Name _____

My Commission Expires: _____.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, this the ____ day of _____, 20____.

Tweetsie Railroad, Inc.

BY : _____ (SEAL)

Print Name and Title: **Chris Robbins, President**

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for _____ County, North Carolina, certify that **Chris Robbins** personally came before me this day and acknowledged that he is **President** of **Tweetsie Railroad, Inc.**, a corporation, and that he, as **President**, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the ____ day of _____, 20____.

Notary Public
Printed Name _____

My Commission Expires: _____.

AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Community/Recreation Center Report*****MANAGER'S COMMENTS:**

The county recently solicited proposals for firms to serve as the Construction Manager at Risk (CMAR) for the community/recreation center. Five (5) firms attended the mandatory pre-proposal conference on July 11, 2017. On August 16, 2017 the County conducted interviews with four (4) of the firms. The committee appointed by the Board thoroughly reviewed the firms' experience and selected Harper Corporation General Contractors for the community/recreation center project.

Mr. Chad Roberson, architect for the community/recreation center, will present the contract with Harper Corporation General Contractors. The contract is for preconstruction services and the fee for construction services for the project. The preconstruction fee is \$97,500 and construction services for the project are 3.75% of the total Guaranteed Maximum Price (GMP). Mr. Chad Roberson, architect for the project, will be on hand to answer any questions.

Board approval is required to accept the contract with Harper Corporation General Contractors for pre-construction and construction services. The pre-construction service fee is \$97,500 and the construction services fee is 3.75% of the total Guaranteed Maximum Price (GMP).

HARPER
CORPORATION
General Contractors

August 28, 2017

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

Re: Watauga County Recreational Center

Dear Deron,

First off, please allow me to thank you on behalf of the Harper Corporation for selecting our team to complete your new Facility. We understand that we have the opportunity to provide this project using the Construction Manager at Risk Delivery Method.

This letter is to provide a lump-sum proposal to complete preconstruction to include 3 budget iterations. This phase will be provided for **\$97,500** in accordance with our Exhibit A attached hereto.

It is understood that we will execute an AIA A133 for Construction Manager at Risk Services. Thank you for the opportunity to provide our services.

Sincerely,
THE HARPER CORPORATION



Timothy Lewis
Asheville Office, Director

Exhibit A

THE HARPER CORPORATION
General Contractors

Budget Proposal

Name: Deron Geouque

Date: 8/28/17

Project: Watauga County Rec Center

Job No.: 17-097-114

Description	ITEM		AMOUNT
SD Budget Estimate			\$ 32,500.00
DD Budget Estimate			\$ 32,500.00
CD Budget Estimate			\$ 32,500.00
TOTAL			<u>\$ 97,500.00</u>

DRAFT AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «1st» day of «September» in the year «2017»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

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

and the Construction Manager:

The Harper Corporation – General Contractors
301 College Street
Suite 140
Asheville, NC 28801

for the following Project:

Watauga County Community Recreation Center

The Architect:
Clark Nexsen,
301 College Street, Suite 300
Asheville NC 28801

The Owner’s Designated Representative:
(Name, address and other information)
Deron Geoque
814 West King Street
Suite 205
Boone, NC 28607

The Construction Manager’s Designated Representative:(Name, address and other information)

Timothy Lewis
The Harper Corporation – General Contractors
301 College Street
Suite 140
Asheville, NC 28801

The Architect’s Designated Representative:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

(Name, address and other information)

The Architect's Designated Representative:

Mr. Chad Roberson, AIA 301 College Street Suite 300 Asheville NC 28801

The Owner and Construction Manager agree as follows.



TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's written acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, as amended (hereafter "A201-2007") shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. Under no circumstances may the date of Substantial Completion of the Project be later than 426 days from notice to proceed. **TIME IS OF THE ESSENCE as to the date of Substantial Completion of the Project.** As used herein, "Substantial Completion" occurs when both the Architect certifies that the Owner can occupy or utilize the Project and a certificate of occupancy has been issued. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion, which shall in no event be later than 426 days from notice to proceed, upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. The Construction Manager's

Construction Contingency shall be used to expedite the work, supplement any additional unforeseen general conditions cost, correct deficient work, address scheduling and coordination problems, correct scope gaps in the bidding of the project, correct code, regulatory and other items identified by the Owner in writing to the Construction Manager prior to bidding the project, and any issues that are the fault of the Construction Manager or its trade subcontractors subject to the terms of Article 6 Cost of the Work. The Construction Manager's use of the Construction Contingency fund shall be documented in writing by the Construction Manager.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the terms and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal by the Owner's issuance of a Notice to Proceed.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts bid and awarded pursuant to North Carolina law, and specifically N.C. Gen. Stat. §143-128.1.

The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.6 The Construction Manager acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time, and that the Owner has entered into, or will enter into, binding agreements with third parties based on the Contractor’s achieving Substantial Completion of the Work to be determined based upon acceptance of the Guaranteed Maximum Price.

ARTICLE 3 OWNER’S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material

change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties, and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**§ 4.1 Compensation**

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The Construction Manager shall be compensated for a total Preconstruction Fee of \$97,500.

The Preconstruction Phase is based on the Construction Manager completing three pricing exercises, including:
 Conceptual Design
 Design Development Design
 Final Design

The Preconstruction Phase will begin upon execution of this Agreement and is anticipated to have an approximate twelve month duration.

§ 4.1.3 The Preconstruction Phase services covered by this Agreement have been completed

§ 4.1.4 Compensation is based on a lump sum amount only.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «thirty» (« 30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

«Zero» % « 0 »

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Three and 75/100th percent (3.75%) of the total GMP.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«Changes will be adjusted at the same rate of the Construction Manager's Fee »

§ 5.1.3 Limitations, if any, on a Subcontractors overhead and profit for increases in cost of its portion of work:

10% Overhead + 5% Profit

§ 5.1.4- Rental Rate for Construction Manager Owned Equipment shall not exceed ninety five percent (95%) of the standard rate paid at the place of the Project.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost

of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

At the conclusion of the construction phase, the unused portion of the Construction Manager's Construction Contingency will be considered as savings and shall be divided 67% to Owner and 33% to CM. The distribution of savings in the Construction Manager's Construction Contingency Fund shall be considered as a performance incentive only if the project completes within the specified duration established in the GMP.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean all amounts paid by the Owner to the Construction Manager for construction and post-construction phase basic services provided by the Construction Manager and payment to all separate Subcontractors, suppliers and equipment lessors for all work, material, and equipment supplied to the Project. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7. General Conditions shall be charged to the project at a monthly rate as indicated in the Exhibit A and the scope of these General Conditions are specifically defined below. The final construction schedule agreed to at the time Exhibit A is established shall state the total dollar amount and months for the construction phase of the project for which General Conditions will be paid. In the event that the project exceeds the amount of time allotted for completion of the project due to no fault of the Construction Manager, the Construction manager will submit a Change Order to the Owner to cover the additional General Condition costs actually incurred. Weather delays shall not be considered in extension of the General Conditions that do not exceed the 5 year average for the job site location. Contractor shall provide weather delay documentation with each pay application. Weather delays submitted after the pay application shall not be considered in the extension of the contract duration. Claims for

weather related delays shall not be considered unless the work is directly tied to the critical path of project. The General Conditions change shall pay for the following expenses directly associated with the project:

- Project Manager
- Superintendent
- Assistant Superintendent
- Assistant Project Manager
- Project Engineer
- Project Administrator
- Project Account
- Company Vehicles
- Travel
- Fuel
- Cell Phone and usage
- Safety Equipment
- Temporary Office Trailer
- Temporary Office supplies, equipment, furniture
- Telephone/Fax Machine Connections
- Drinking water/Ice
- Temporary Toilets and holding tanks
- Postage/Courier/Deliveries
- Drawing & Specification Reproductions
- Jobsite Cleaning and Dumpsters
- Monthly Photographs
- Temporary Fence and Gates



§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval in writing prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2

Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and when stationed at the Construction Manager’s office as indicated and defined in the Construction Manager’s General Conditions presented with the GMP.

§ 6.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

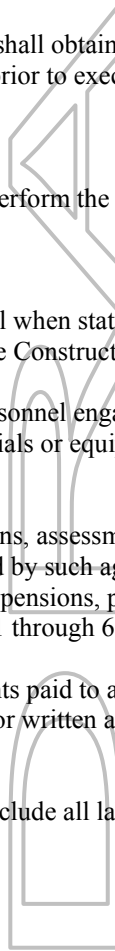
§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner’s prior written approval in its discretion.

§ 6.2.6 Actual Construction Manager billing rates for Construction Manager’s Labor will include all labor burdens, benefits, taxes, insurances, IT network support, etc and will be established in the GMP:

§ 6.2.7 Actual Construction Manager billing rates for insurances and bonds:

- a. General Liability Ins. 1.0% of GMP total
- b. Perform. & Payment Bond .8% of GMP total
- c. Subcontractor bond 1.50 % of subcontract total



§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such

costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior written approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from the contingency insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make

payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the «15th» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «twenty» («20») days after the Architect receives the Application for Payment.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager’s Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been invoiced by the Construction Manager on account of that portion of the Work for which the Construction Manager has completed by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage calculated as the maximum allowable retainage pursuant to N.C. Gen. Stat. §143-134.1(b1). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage calculated as the maximum allowable retainage pursuant to N.C. Gen. Stat. §143-134.1(b1) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any controversy or claim arising out of or related to this Agreement must be submitted to mediation by a mediator acceptable to both parties. In the event the parties cannot agree upon a mediator, the Resident Senior Superior Court Judge for Watauga County shall be authorized to select a mediator. In the event that the dispute cannot be resolved by mediation, the controversy must be submitted to arbitration in accordance with the North Carolina Arbitration Act, by an arbitrator acceptable to both parties. In the event the parties cannot agree upon an arbitrator, the Resident Senior Superior Court Judge for Watauga County shall be authorized to select an arbitrator. Judgment upon the award may be entered in any Court having jurisdiction thereof.

The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of reasonable attorney's fees, costs, and expenses.

§ 9.2 Deleted

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager’s Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .5 Other documents:
 - a Construction Manager at Risk Fee Proposal

This Agreement is entered into as of the day and year first written above.

OWNER

« »« »

(Printed name and title)

CONSTRUCTION MANAGER

Thomas L. Cooper

President

J. Michael Cooper

Vice President/Corporate Secretary

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Sheriff's Office Out-of-State Travel Request

MANAGER'S COMMENTS:

Detective Seth Morrison with the Watauga County Sheriff's Office is requesting authorization to travel out of state to Sykesville, MD for DARE school training.

**WATAUGA COUNTY
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST**

090517 BCC Meeting
Print Form

DATE	Aug 15, 2017	BUDGET ACCOUNT NUMBER	10-4310-431200
NAME:	Seth Morrison	TITLE	Detective/Investigations
DEPARTMENT	Watauga County Sheriff's Off		
DESTINATION	Sykesville, MD	MEETING DATES FROM:	Sep 25, 2017 TO: Oct 6, 2017
Out of State travel? If yes, BCC approval is required and must be signed by County Manager.	<input checked="" type="radio"/> YES	DEPARTURE	Sept. 24, 2017
	<input type="radio"/> NO	RETURN	Oct. 06, 2017
Purpose	Certification course for DARE Officer Candidate.		
Overnight Accommodations Required?	<input checked="" type="radio"/> YES	Name of Hotel/Motel	
	<input type="radio"/> NO	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.					.00
MEALS	Breakfast:		X		
	Lunch:	2	X	10.00	20.00
	Dinner:	12	X	16.00	192.00
LODGING	Single Rate:	10.00	X	50.00	500.00
*OTHER					
TOTAL					712.00

Remarks: The two week Lodging will be a dormitory at the Maryland DARE Training Center. See attached Memo for information.		
Are funds requested in advance? <input checked="" type="radio"/> Yes <input 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>S. Morrison 1/14 8/15/17</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>Justin Rominger</i> County Manager (Out of State) _____
Finance Staff/Date	Employee/date	

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Boards and Commissions

MANAGER'S COMMENTS:

Economic Development Commission

The terms of two members of the Economic Development Commission expired in June. Mr. Ed Evans and Mr. Tommy Sofield have served two consecutive terms and are, therefore, not eligible for reappointment. Each term is for three years.

Valle Crucis Historic Preservation Commission

The term of Susan Mast expires in September on the Valle Crucis Historic Preservation Commission. Ms. Mast is willing to continue to serve if reappointed. The term would be for three years. This board meets infrequently. This is a first reading.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

F. Announcements

MANAGER'S COMMENTS:

The High Country Council of Governments' Annual Banquet is scheduled for Friday, September 8, 2017, at Linville Ridge. If you wish to attend, please notify Anita so she may assist with registration.

The Trustees of Caldwell Community College & Technical Institute invites the Board of Commissioners to a meeting on Wednesday, September 20, 2017, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Boone NC, in Room 112.

AGENDA ITEM 10:

PUBLIC COMMENT

AGENDA ITEM 11:

BREAK

AGENDA ITEM 12:

CLOSED SESSION

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