

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

**TUESDAY, FEBRUARY 19, 2019  
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: February 5, 2019, Regular Meeting February 5, 2019, Closed Session		1
	3	APPROVAL OF THE FEBRUARY 19, 2019, AGENDA		9
5:35	4	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON AN ORDINANCE TO PROVIDE FOR THE CONTROL OF SOIL AND EROSION AND SEDIMENTATION	MR. JOE FURMAN	11
5:40	5	PROPOSED NON-MEDICAL TRANSPORTATION CONTRACT WITH APPALCART	MR. CRAIG HUGHES	43
5:45	6	PROPOSED LEASE RENEWAL WITH COVE CREEK PRESERVATION AND DEVELOPMENT	MR. DAVID TYNER	49
5:50	7	FUNDING REQUEST FROM F.A.R.M. CAFÉ FOR THE FULL CIRCLE FOOD RECOVERY PROGRAM	MS. RENEE BOUGHMAN MS. ELENA DALTON	67
5:55	8	WATAUGA COUNTY LIBRARY PRESENTATION OF ALPHABET READY BY 5 – YEAR 2	MS. LISA FLANIGAN	69
6:00	9	GUY FORD ROAD RIVER ACCESS PROJECT REQUEST	MR. JOE FURMAN	85
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6:10	11	TAX MATTERS	MR. LARRY WARREN	
		A. Monthly Collections Report		115
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6:15	12	PROPOSED REALLOCATION OF RURAL OPERATING ASSISTANCE PROGRAM (ROAP) FUNDS	MS. MISTY WATSON	125

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6:20	13	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
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		Attorney/Client Matters – G. S. 143-318.11(a)(3)		
		Land Acquisition – G. S. 143-318.11(a)(5)(i)		
7:45	17	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

February 5, 2018, Regular Meeting

February 5, 2018, Closed Session

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, FEBRUARY 5, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, February 5, 2019, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

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

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

**APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the January 15, 2019, regular meeting and closed session minutes.

Commissioner Yates, seconded by Commissioner Wallin, moved to approve the January 15, 2019, regular meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

Commissioner Yates, seconded by Commissioner Wallin, moved to approve the January 15, 2019, closed session minutes as presented.

VOTE: Aye-5  
 Nay-0

**APPROVAL OF AGENDA**

Chairman Welch called for additions and/or corrections to the February 5, 2019, agenda.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the February 5, 2019, agenda as presented.

VOTE: Aye-5  
 Nay-0

## **WATAUGA COUNTY SCHOOLS UPDATE**

Dr. Scott Elliott, Watauga County School Superintendent, presented an update on Watauga County Schools. Schools have had a positive start with a slight increase in enrollment. The School system is working with Daymark to offer a day treatment program for K-5 students and is exploring middle and high school components. Dr. Elliot thanked the Board for matching funds for School Safety grants used for School Resource Officers (SROs). Along with Town of Boone and Town of Blowing Rock SROs the School system now has a total of five SROs. Two additional nurses have been funded as well. Dr. Elliot stated that the Watauga Compassionate Community Initiative (WCCI), the State of the Child, State of the Community Event, is scheduled to be held in May. Recent facility updates include the installation of double vestibules and the use of electronic key cards. A Pre-K program was added to Bethel School this year with 9 students. With a future addition of a Teacher Assistant it is hopeful there will be 12-15 students. Dr. Elliot stated that they are planning in the budget to replace 3 rubber gym floors with wooden floors, repair roofs at Hardin Park and other schools, and replace boilers at Blowing Rock and Hardin Park Schools. Dr. Elliot stated that 12 days of school have been missed due to weather and thanked the Board for support in advocating for school calendar flexibility. Dr. Elliot also thanked the County Manager and County Maintenance staff for help with clearing snow from the High School Parking lot after the recent blizzard. The report is for information only; therefore, no action is required.

## **WATAUGA COUNTY PUBLIC LIBRARY ANNUAL REPORT**

Ms. Monica Caruso, County Librarian, presented the Watauga County Public Library Annual Report focusing on four service priorities including technology, lifelong learning, Library as Place, and reading. Ms. Caruso also shared data on revenue and expenditures in FY 2018. The report is for information only; therefore, no action is required.

## **ECONOMIC DEVELOPMENT COMMISSION FUNDING RECOMMENDATIONS**

Mr. Joe Furman, Economic Development Director, stated that at the January 10, 2019, Economic Development Commission (EDC) meeting, the EDC considered funding requests from the Appalachian Theatre of the High Country (ATHC) and High Country Local First (HCLF). Both organizations are non-profits.

Mr. Furman stated that the EDC recommended the Board of Commissioners approve funding from the Economic Development Capital Reserve account in the amount of \$100,000 for the ATHC. Once operational, the EDC believes the ATHC will have a significant economic impact on the County.

Mr. John Cooper, ATHC Board Chairman, and Ms. Lara Kratt, ATHC Executive Director, were present. Mr. Cooper shared that ATHC has been encouraged by recent pledges and stated that Governor Cooper, 2019 Appalachian Regional Commission (ARC) States' Co-Chair, has encouraged the ATHC to submit an ARC grant application. Mr. Cooper stated that the Theatre would be open in the Fall of 2019.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the allocation of \$100,000 for Appalachian Theatre of the High Country (ATHC) from the Economic Development Capital Reserve account as recommended by the Economic Development Commission.

County Manager Geouque requested a budget be submitted by the ATHC. Mr. Furman stated that he would share all the information submitted to the EDC by the ATHC for consideration of the funding request.

The County Manager also stated that Commissioner Wallin may wish to be recused as he sits on the Appalachian Theatre of the High Country Board. Vice-Chairman Kennedy and Commissioner Turnbow withdrew the motion as stated above to allow for Commissioner Wallin to be recused.

Commissioner Yates, seconded by Commissioner Turnbow, moved to recuse Commissioner Wallin from action regarding the Appalachian Theatre of the High County funding recommendation.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates)  
Nay-0  
Recused-1(Wallin)

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the allocation of \$100,000 for Appalachian Theatre of the High Country (ATHC) from the Economic Development Capital Reserve account as recommended by the Economic Development Commission.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates)  
Nay-0  
Recused-1(Wallin)

Commissioner Turnbow, seconded by Commissioner Yates, moved to reinstate Commissioner Wallin to the meeting.

VOTE: Aye-4(Welch, Kennedy, Turnbow, Yates)  
Nay-0  
Recused-1(Wallin)

The EDC also recommends approval of funding from the Economic Development Capital Reserve account in the amount of \$33,463 for HCLF. Partnering with HCLF will meet a primary goal of the EDC which is the development of a co-working space for entrepreneur development. Mr. Furman stated that the EDC and HCLF will develop a Memorandum of Understanding (MOU) for the partnership and operation of the co-working space which will include a provision that ownership of furniture, fixtures, and equipment, including technology equipment purchased with County funds for the space will revert to the County should the co-working space cease to exist.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the allocation of \$33,463 for High Country Local First (HCLF) from the Economic Development Capital Reserve account as recommended by the Economic Development Commission.

VOTE: Aye-5  
Nay-0

## **PLANNING AND INSPECTIONS MATTERS**

### ***A. Middle Fork Greenway Naming Opportunities***

Mr. Joe Furman stated that the Blue Ridge Conservancy has requested authority to name different aspects of the Middle Fork Greenway in order to raise funds for the project. Most of the land associated with the Middle Fork Greenway will be owned by the County. The County currently has in place a Facility, Property, and Space Naming Policy. The policy does have a provision for the Board to waive or modify any requirement of this policy as it deems appropriate on a case-by-case basis.

Mr. Furman stated that Blue Ridge Conservancy is willing to have a written agreement with the County, if needed, to cover concerns as discussed.

Chairman Welch tabled further discussion to the Annual Pre-Budget Retreat scheduled for February 18 and 19, 2019.

### ***B. Public Hearing Request for Proposed Amendments to An Ordinance To Provide for The Control of Soil and Erosion and Sedimentation***

Mr. Furman stated that the State Sedimentation Control Commission notified the County that the model erosion control ordinance for local programs has been updated with changes made to the NC General Statutes – Sedimentation Pollution Control Act – over the past several years. As such, the County’s local ordinance needs to be updated to comply with the model. The County’s ordinance was last updated in 2003 with a marginal amendment in 2011. Mr. Furman requested a public hearing be scheduled for the February 19th evening meeting for consideration and adoption of the revised ordinance.

Commissioner Yates, seconded by Commissioner Turnbow, moved to schedule a public hearing on Tuesday, February 19, 2019, at 5:30 P.M. to allow for public comment on proposed amendments to An Ordinance To Provide for The Control of Soil and Erosion and Sedimentation.

VOTE: Aye-5  
Nay-0

## **PROPOSED CHANGES TO THE LICENSES PLATE AGENCY STANDARD OPERATING PROCEDURES (SOP)**

Mr. Larry Warren, Tax Administrator, presented an updated Standard Operating procedures (SOP) manual for the License Plate Agency operated by the County. The new SOP is due to the revisions made by the NCDMV. The major change in the SOP is the changing of the County's field manager.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to accept the changes to the Licenses Plate Agency Standard Operating Procedures (SOP) and authorize the signing of the updated SOP.

VOTE: Aye-5  
Nay-0

## **BUDGET AMENDMENTS**

On behalf of Ms. Misty Watson, Finance Director, County Manager Geouque reviewed the following budget amendments:

Account #	Description	Debit	Credit
145410-440800	State Foster Care Board Payments	\$400,000	
143547-323001	State Foster Care		\$200,000
145410-440003	IVE Foster Care Board Payments	\$4,000	
143541-323000	IVE Foster Care Standard and Maximum		\$3,343
143991-399100	Appropriated Fund Balance		\$200,657

The amendment recognizes additional funding needs for State Foster Care and IVE Foster Care.

109800-498030	Transfer to Debt Service	\$517,040	
109800-498021	Transfer to Capital Reserve		\$517,040
303980-398100	Transfer from General Fund		\$517,040
309100-477001	Interest – Community Recreation Center	\$517,040	

The amendment transfers funds for the 2018 limited obligation bonds interest payment due May 1, 2019. The original budget assumptions assumed the LOB's to close in Fiscal Year 2020.

104311-451000	Capital Outlay – Furniture and Equipment	\$5,000	
103980-398121	Transfer from Capital Projects		\$5,000
219930-461100	Emergency Communications		\$5,000
219800-498010	Transfer to General Fund	\$5,000	

The amendment transfers funds for Emergency Communications Capital Outlay.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the budget amendments as presented by the County Manager.

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Tentative Agenda for Annual Pre-Budget Retreat***

County Manager Geouque presented a draft agenda for the Annual Pre-Budget Retreat. The County Manager stated that the agenda could be amended based on input from the Board or the County Manager receiving additional items for consideration.

### ***B. Boards and Commissions***

County Manager Geouque presented the following:

#### **Boone Rural Fire Protection Service District Board**

Each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board whose terms run concurrent with the term of the appointing Commissioner. Boone Rural Fire Service District Board members must own property and reside within that Fire Service District.

#### **AppalCART**

The AppalCART Board recommends the appointment of Mr. Joe Eller to the AppalCART Board as the Passenger Representative. Mr. Eller lives in Boone and has utilized the fixed route and demand response service for many years.

Commissioner Turnbow, seconded by Commissioner Yates, moved to waive the second reading and appoint Mr. Joe Eller to the AppalCART Board as the Passenger Representative.

VOTE: Aye-5  
Nay-0

#### **Tourism Development Authority (TDA)**

The terms of Mr. Tony Gray and Ms. Kim Rogers will expire February 28, 2019. One of these seats must be occupied by someone representing a business that collects the occupancy tax in Watauga County. The other seat doesn't have a restriction. Both are willing to continue to serve an additional three-year term if reappointed. Mr. Ethan Rector with Appalachia Cookie Company has also expressed interest in serving. Based on his employment, he would not be eligible for the lodging seat held currently by Ms. Rogers, but could be considered for the seat held by Mr. Gray.

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second reading and reappoint Ms. Kim Rogers and Mr. Tony Gray to the Tourism Development Authority for three-year terms ending February 28, 2022.

VOTE: Aye-5  
Nay-0

### ***C. Announcements***

County Manager Geouque announced the following:

- The Annual Pre-Budget Retreat is scheduled for Monday, February 18, beginning at 12:00 P.M. and Tuesday, February 19, 2019, at 9:00 A.M.
- The Watauga Compassionate Community Initiative (WCCI), the State of the Child, State of the Community Event, will be held on Saturday, May 4, 2019, from 8:00 A.M. until 4:00 P.M. at Watauga High School.

### **PUBLIC COMMENT**

Ms. Jessica Janc, with Blue Ridge Resource Conservation and Development (BRRC&D), introduced herself and thanked the Board of Commissioners for funding her position as Watershed Coordinator. Ms. Janc stated that she looked forward to presenting reports to the Board.

### **CLOSED SESSION**

At 9:50 A.M., Commissioner Turnbow, seconded by Commissioner Wallin, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5  
Nay-0

Commissioner Wallin, seconded by Commissioner Turnbow, moved to resume the open meeting at 11:57 A.M.

VOTE: Aye-5  
Nay-0

### **ADJOURN**

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adjourn the meeting at 11:57 A.M.

VOTE: Aye-5  
Nay-0

John Welch, Chairman

ATTEST:  
Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 3:**

**APPROVAL OF THE FEBRUARY 19, 2019, AGENDA**

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**AGENDA ITEM 4:****PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON AN ORDINANCE TO PROVIDE FOR THE CONTROL OF SOIL AND EROSION AND SEDIMENTATION****MANAGER'S COMMENTS:**

Staff for the State Sedimentation Control Commission has notified the County that the model erosion control ordinance for local programs has been updated with changes made to the NC General Statutes – Sedimentation Pollution Control Act – over the past several years. As such, the County's local ordinance needs to be updated to comply with the model. The County's ordinance was last updated in 2003 with a marginal amendment in 2011.

Mr. Furman has attached the model. Red ink indicates recent statutory changes; yellow highlighting denotes Watauga County provisions carried forward from our current ordinance that exceed or expand upon the model. The link to the current ordinance is [http://www.wataugacounty.org/App\\_Pages/Dept/Planning/viewordinances.aspx?DbID=8](http://www.wataugacounty.org/App_Pages/Dept/Planning/viewordinances.aspx?DbID=8). A comparison will show not only the additions, but also that the new model reorganizes some of the provisions.

Board direction is requested after the close of the public hearing.

**PUBLIC SERVICE ANNOUNCEMENT****Public Hearing Notice**

Watauga County's erosion control program operates under the oversight of the North Carolina Department of Environmental Quality (NC DEQ) pursuant to NC Sedimentation Pollution Control act of 1973. Accordingly, NC DEQ is requiring Watauga County to replace the County's Erosion Control Ordinance with the current NC DEQ model ordinance. The Watauga County Board of Commissioners has scheduled a public hearing for consideration of the proposed amendment for 5:30 P.M., Tuesday, February 19, 2019, in the Commissioners Board Room, Watauga County Administration Building located at 814 West King Street, Boone, North Carolina. Further information is available from the Watauga County Department of Planning & Inspection, 265-8043.

John Welch, Chairman  
Watauga County Board of Commissioners

MODEL LOCAL ORDINANCE

SOIL EROSION and SEDIMENTATION CONTROL

Revised **November 2018**

SEDIMENTATION CONTROL COMMISSION

RALEIGH, NORTH CAROLINA

11/15/2018

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO PROVIDE FOR THE CONTROL OF SOIL EROSION AND  
SEDIMENTATION.

NOW, THEREFORE, BE IT ORDAINED that the Board of Commissioners of Watauga County hereby adopts the following ordinance.

SECTION 1            Title

This ordinance may be cited as the Watauga County Soil Erosion and Sedimentation Control Ordinance.

SECTION 2            Purpose

This ordinance is adopted for the purposes of:

- (a) regulating certain land-disturbing activity to control accelerated erosion and sedimentation in order to prevent the pollution of water and other damage to lakes, watercourses, and other public and private property by sedimentation; and
- (b) establishing procedures through which these purposes can be fulfilled.

SECTION 3            Definitions

As used in this ordinance, unless the context clearly indicates otherwise, the following definitions apply:

- (a) Accelerated Erosion - means any increase over the rate of natural erosion as a result of land-disturbing activity.
- (b) Act - means the North Carolina Sedimentation Pollution Control Act of 1973 and all rules and orders adopted pursuant to it.
- (c) Adequate Erosion Control Measure, Structure, or Device - means one which controls the soil material within the land area under responsible control of the person conducting the land-disturbing activity.
- (d) Affiliate – means a person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control of another person.

- (e) Being Conducted - means a land-disturbing activity has been initiated and permanent stabilization of the site has not been completed.
- (f) Borrow - means fill material which is required for on-site construction and is obtained from other locations.
- (g) Buffer Zone - means the strip of land adjacent to a lake or natural watercourse.
- (h) Coastal Counties - means the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hertford, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell and Washington.
- (i) Commission - means the North Carolina Sedimentation Control Commission.
- (j) Completion of Construction or Development - means that no further land-disturbing activity is required on a phase of a project except that which is necessary for establishing a permanent ground cover.
- (k) Department - means the North Carolina Department of Environmental Quality.
- (l) Director - means the Director of the Division of Energy Mineral and Land Resources of the Department of Environment and Natural Resources.
- (m) Discharge Point - means that point at which storm water runoff leaves a tract of land.
- (n) District - means the Watauga County Soil and Water Conservation District created pursuant to Chapter 139, North Carolina General Statutes.
- (o) Energy Dissipator - means a structure or a shaped channel section with mechanical armoring placed at the outlet of pipes or conduits to receive and break down the energy from high velocity flow.
- (p) Erosion - means the wearing away of land surfaces by the action of wind, water, gravity, or any combination thereof.
- (q) Ground Cover - means any natural vegetative growth or other material which renders the soil surface stable against accelerated erosion.
- (r) High Quality Waters - means those classified as such in 15A NCAC 2B.0101(e) (5) - General Procedures, which is incorporated herein by reference to include further amendments pursuant to G.S. 150B-14(c).
- (s) High Quality Water (HQW) Zones –means, for the Coastal Counties, areas within

575 feet of High Quality Waters; and for the remainder of the state, areas within one mile and draining to HQW's.

- (t) Lake or Natural Watercourse – means any stream, river, brook, swamp, sound, bay, creek, run, branch, canal, waterway, estuary, and any reservoir, lake or pond, natural or impounded in which sediment may be moved or carried in suspension, and which could be damaged by accumulation of sediment.
- (u) Land-disturbing Activity - means any use of the land by any person in residential, industrial, education, institutional, or commercial development, highway and road construction and maintenance that results in a change in the natural cover or topography and that may cause or contribute to sedimentation.
- (v) Local Government - means any county, incorporated village, town or city, or any combination of counties, incorporated villages, towns, and cities, acting through a joint program pursuant to the provisions of the Act.
- (w) Natural Erosion - means the wearing away of the earth's surface by water, wind, or other natural agents under natural environmental conditions undisturbed by man.
- (x) Parent – means an affiliate that directly, or indirectly through one or more intermediaries, controls another person.
- (y) Person - means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, interstate body, or other legal entity.
- (z) Person Conducting land-Disturbing Activity - means any person who may be held responsible for violation unless expressly provided otherwise by this Ordinance, the Act, or any order adopted pursuant to this Ordinance or the Act.
- (aa) Person Responsible for the Violation - means:
  - (1) the developer or other person who has or holds himself out as having financial or operation control over the land-disturbing activity; or
  - (2) the landowner or person in possession or control of the land that has directly or indirectly allowed the land-disturbing activity, or benefited from it or failed to comply with a duty imposed by any provision of this Ordinance, the Act, or any order adopted pursuant to this Ordinance or the Act.
- (bb) Phase of Grading - means one of two types of grading: rough or fine.
- (cc) Plan - means an erosion and sedimentation control plan

- (dd) Sediment - means solid particulate matter, both mineral and organic, that has been or is being transported by water, air, gravity, or ice from its site of origin.
- (ee) Sedimentation - means the process by which sediment resulting from accelerated erosion has been or is being transported off the sit of the land-disturbing activity or into a lake or natural watercourse.
- (ff) Siltation - means sediment resulting from accelerated erosion which is settleable or removable by properly designed, constructed, and maintained control measures; and which has been transported from its point of origin within the site of a land-disturbing activity; and which has been deposited, or is in suspension in water.
- (gg) Storm Drainage Facilities - means the system of inlets, conduits, channels, ditches and appurtenances which serve to collect and convey storm water through and from a given drainage area.
- (hh) Storm Water Runoff - means the surface flow of water resulting from precipitation in any form and occurring immediately after rainfall or melting.
- (ii) Subsidiary – means an affiliate that is directly, or indirectly through one or more intermediaries, controlled by another person.
- (jj) Ten-Year Storm - means the storm water runoff resulting from precipitation of an intensity expected to be equaled or exceeded, on the average, once in ten years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.
- (kk) Tract - means all contiguous land and bodies of water being disturbed or to be disturbed as a unit, regardless of ownership.
- (ll) Twenty-five Year Storm - means the storm water runoff resulting from precipitation of an intensity expected to be equaled or exceeded on the average, once in 25 years, and of a duration which will produce the maximum peak rate of runoff for the watershed of interest under average antecedent wetness conditions.
- (mm) Uncovered - means the removal of ground cover from, on, or above the soil surface.
- (nn) Undertaken - means the initiating of any activity, or phase of activity, which results or will result in a change in the ground cover or topography of a tract of land.
- (oo) Velocity - means the average velocity of flow through the cross section of the

main channel at the peak flow of the storm of interest. The cross section of the main channel shall be that area defined by the geometry of the channel plus the area of flow below the flood height defined by vertical lines at the main channel banks. Overload flows are not to be included for the purpose of computing velocity of flow.

- (pp) Waste - means surplus materials resulting from on-site land-disturbing activities and being disposed of at other locations.
- (qq) Working Days - means days exclusive of Saturday and Sunday during which weather conditions or soil conditions permit land-disturbing activity to be undertaken.

#### SECTION 4 Scope and Exclusions

- (a) Geographical Scope of Regulated Land-Disturbing Activity. This ordinance shall apply to land-disturbing activity within the territorial jurisdiction of the County and as allowed by agreement between local governments, the extent of annexation or other appropriate legal instrument or law.
- (b) Exclusions from Regulated Land-Disturbing Activity. Notwithstanding the general applicability of this ordinance to all land-disturbing activity, this ordinance shall not apply to the following types of land-disturbing activity:
  - (1) **Activities, including the production and activities relating or incidental to the production of crops, grains, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agriculture undertaken on agricultural land for the production of plants and animals useful to man, including, but not limited to:**
    - (i) forage and sod crops, grain and feed crops, tobacco, cotton, and peanuts.
    - (ii) dairy animals and dairy products.
    - (iii) poultry and poultry products.
    - (iv) livestock, including beef cattle, llamas, sheep, swine, horses, ponies, mules, and goats.
    - (v) bees and apiary products.
    - (vi) fur producing animals.

- (vii) mulch, ornamental plants, and other horticultural products. For purposes of this section, "mulch" means substances composed primarily of plant remains or mixtures of such substances.
- (2) An Activity undertaken on forestland for the production and harvesting of timber and timber products and conducted in accordance with standards defined by the Forest Practice Guidelines Related to Water Quality (Best Management Practices), as adopted by the North Carolina Department of Agriculture and Consumer Services. If land-disturbing activity undertaken on forestland for the production and harvesting of timber and timber products is not conducted in accordance with standards defined by the Forest Practice Guidelines Related to Water Quality, the provisions of this ordinance shall apply to such activity and any related land-disturbing activity on the tract.
- (3) An activity for which a permit is required under the Mining Act of 1971, Article 7 of Chapter 74 of the General Statutes.
- (4) A land-disturbing activity over which the State has exclusive regulatory jurisdiction as provided in G.S. 113A-56(a).
- (5) An activity which is essential to protect human life during an emergency.
- (6) Activities undertaken to restore the wetland functions of converted wetlands to provide compensatory mitigation to offset impacts permitted under Section 404 of the Clean Water Act.
- (7) Activities undertaken pursuant to Natural Resources Conservation Service standards to restore the wetlands functions of converted wetlands as defined in Title 7 Code of Federal Regulations § 12.2
- (c) Plan Approval Requirement for Land-Disturbing Activity. No person shall undertake any land-disturbing activity subject to this ordinance without first obtaining a Plan approval therefor from the County.
- (d) Protection of Property - Persons conducting land-disturbing activity shall take all reasonable measures to protect all public and private property from damage caused by such activity.
- (e) More Restrictive Rules Shall Apply - Whenever conflicts exists between federal, state, or local laws, ordinance, or rules, the more restrictive provision shall apply.

- (f) Plan Approval Exceptions. Notwithstanding the general requirement to obtain a Plan approval prior to undertaking land-disturbing activity, a Plan approval shall not be required for land-disturbing activity that does not exceed 21,780 square feet in surface area. In determining the area, lands under one or diverse ownership being developed as a unit will be aggregated.

## SECTION 5 Mandatory Standards for Land-Disturbing Activity

No land-disturbing activity subject to the control of this ordinance shall be undertaken except in accordance with the following mandatory standards:

(a) Buffer zone

- (1) Standard Buffer. No land-disturbing activity during periods of construction or improvement to land shall be permitted in proximity to a lake or natural watercourse unless a buffer zone is provided along the margin of the watercourse of sufficient width to confine visible siltation within the twenty-five percent (25%) of the buffer zone nearest the land-disturbing activity.
- (i) Projects On, Over or Under Water. This subdivision shall not apply to a land-disturbing activity in connection with the construction of facilities to be located on, over, or under a lake or natural watercourse.
- (ii) Buffer Measurement. Unless otherwise provided, the width of a buffer zone is measured horizontally from the edge of the water to the nearest edge of the disturbed area, with the 25 percent of the strip nearer the land-disturbing activity containing natural or artificial means of confining visible siltation.
- (2) Trout Buffer. Waters that have been classified as trout waters by the Environmental Management Commission shall have an undisturbed buffer zone 25 feet wide or of sufficient width to confine visible siltation within the twenty-five percent (25%) of the buffer zone nearest the land-disturbing activity, whichever is greater. Provided, however, that the Commission may approve plans which include land-disturbing activity along trout waters when the duration of said disturbance would be temporary and the extent of said disturbance would be minimal.
- (i) Projects On, Over or Under Water. This subdivision shall not apply to a land-disturbing activity in connection with the construction of facilities to be located on, over, or under a lake or natural watercourse.

- (ii) Trout Buffer Measurement. The 25-foot minimum width for an undisturbed buffer zone adjacent to designated trout waters shall be measured horizontally from the top of the bank to the nearest edge of the disturbed area.
  - (iii) Limit on Land Disturbance. Where a temporary and minimal disturbance has been permitted as an exception to the trout buffer, land-disturbing activities in the buffer zone adjacent to designated trout waters shall be limited to a maximum of ten percent (10%) of the total length of the buffer zone within the tract to be disturbed such that there is not more than 100 linear feet of disturbance in each 1000 linear feet of buffer zone. Larger areas may be disturbed with the written approval of the Director.
  - (iv) Limit on Temperature Fluctuations. No land-disturbing activity shall be undertaken within a buffer zone adjacent to designated trout waters that will cause adverse temperature fluctuations in the trout waters, as set forth in 15 NCAC 2B.0211 “Fresh surface Water Classification and Standards.”
- (b) Graded Slopes and Fills. The angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed will, within 21 calendar days of completion of any phase of grading, be planted or otherwise provided with temporary or permanent ground cover, devices, or structures sufficient to restrain erosion. The angle for graded slopes and fills must be demonstrated to be stable. Stable is the condition where the soil remains in its original configuration, with or without mechanical constraints.
- (c) Fill Material. Unless a permit from the Department’s Division of Waste Management to operate a landfill is on file for the official site, acceptable fill material shall be free of organic or other degradable materials, masonry, concrete and brick in sizes exceeding twelve (12) inches, and any materials which would cause the site to be regulated as a landfill by the State of North Carolina.
- (d) Ground Cover. Whenever land-disturbing activity that will disturb more than one acre is undertaken on a tract, the person conducting the land-disturbing activity shall install erosion and sedimentation control devices and practices that are sufficient to retain the sediment generated by the land disturbing activity within the boundaries of the tract during construction upon and development of said tract, and shall plant or otherwise provide a permanent ground cover sufficient to restrain erosion after completion of construction or development. Except as provided in Section 8(b)(5) of this ordinance, provisions for a ground cover sufficient to restrain erosion must be accomplished within 15 working days or 90 calendar days following completion of construction or development, whichever period is shorter.

**B. Prior Plan Approval.** No person shall initiate any land-disturbing activity that will disturb more than one acre on a tract unless, thirty (30) or more days prior to initiating the activity, a Plan for the activity is filed with and approved by the County or unless for land-disturbing activity of more than a half acre but less than an acre the requirement for such plan had been waived as specified in Section 6. The County will attempt to review plans as quickly as possible. The initiation of land-disturbing activities shall not be restricted when the plan is approved and permit issued in less than 30 days.

- (e) The County shall forward to the Director of the Division of Water Resources a copy of each Plan for a land-disturbing activity that involves the utilization of ditches for the purpose of de-watering or lowering the water table of the tract.
- (f) The land-disturbing activity shall be conducted in accordance with the approved erosion and sedimentation control plan.

## SECTION 6                      Erosion and Sedimentation Control Plans

**A. (a) Plan Submission.** A Plan shall be prepared for all land-disturbing activities subject to this ordinance whenever the proposed activity will disturb more than one-half acre on a tract. For land-disturbing activity of a half acre or more but less than one acre, the Watauga County Department of Planning and Inspection may waive the submission of an erosion control plan if, upon site inspection a determination is made that the site does not have the potential to cause erosion or off-site damage. A plan is required for all land-disturbing activity of one acre or more.

Three (3) copies of the Plan shall be filed with the County; a copy shall be simultaneously submitted to the Watauga County Soil and Water Conservation District at least 30 days prior to the commencement of the proposed activity.

- (b) Financial Responsibility and Ownership. Plans may be disapproved unless accompanied by an authorized statement of financial responsibility and ownership. This statement shall be signed by the person financially responsible for the land-disturbing activity or his attorney in fact. The statement shall include the mailing and street addresses of the principal place of business of (1) the person financially responsible, (2) the owner of the land, and (3) any registered agents. If the person financially responsible is not a resident of North Carolina, a North Carolina agent must be designated in the statement for the purpose of receiving notice of compliance or non-compliance with the Plan, the Act, this ordinance, or rules or orders adopted or issued pursuant to this ordinance. Except as provided in subsections (b1) or (j) of this section, if the applicant is not the owner of the land to be disturbed, the draft erosion and sedimentation control plan must include the owner's written consent for the applicant to submit a draft

erosion and sedimentation control plan and to conduct the anticipated land-disturbing activity.

- (b1) If the applicant is not the owner of the land to be disturbed and the anticipated land-disturbing activity involves the construction of utility lines for the provision of water, sewer, gas, telecommunications, or electrical service, the draft erosion and sedimentation control plan may be submitted without the written consent of the owner of the land, so long as the owner of the land has been provided prior notice of the project.
- (c) Environmental Policy Act Document. Any Plan submitted for a land-disturbing activity for which an environmental document is required by the North Carolina Environment Policy Act (G.S. 113A-1, et seq.) shall be deemed incomplete until a complete environmental document is available for review. The County shall promptly notify the person submitting the Plan that the 30-day time limit for review of the Plan pursuant to this ordinance shall not begin until a complete environmental document is available for review.
- (d) Content. The Plan required by this section shall contain architectural **or** engineering drawings, maps, assumptions, calculations, and narrative statements as needed to adequately describe the proposed development of the tract and the measures planned to comply with the requirements of this ordinance. Plan content may vary to meet the needs of specific site requirements. Detailed guidelines for Plan preparation may be obtained from the County on request.
- (e) Soil and Water Conservation District Comments. The District shall review the Plan and submit any comments and recommendations to the County within 20 days after the District received the Plan, or within any shorter period of time as may be agreed upon by the District and the County. Failure of the District to submit its comments and recommendations within 20 days or within any agreed-upon shorter period of time shall not delay final action on the Plan.
- (f) Timeline for Decisions on Plans. The County will review each complete Plan submitted to them and within 30 days of receipt thereof will notify the person submitting the Plan that it has been approved, approved with modifications, approved with performance reservations, or disapproved. Failure to approve, approve with modifications, or disapprove a complete Plan within 30 days of receipt shall be deemed approval. The County will review each revised Plan submitted to them and within 15 days of receipt thereof will notify the person submitting the Plan that it has been approved, approved with modifications, approved with performance reservations, or disapproved. Failure to approve, approve with modifications, or disapprove a revised Plan within 15 days of receipt shall be deemed approval.

- (g) Approval. The County shall only approve a Plan upon determining that it complies with all applicable State and local regulations for erosion and sedimentation control. Approval assumes the applicant's compliance with the federal and state water quality laws, regulations and rules. The County shall condition approval of Plans upon the applicant's compliance with federal and state water quality laws, regulations and rules. The County may establish an expiration date, not to exceed three (3) years, for Plans approved under this ordinance.
- (h) Disapproval for Content. The County **may** disapprove a Plan or draft Plan based on its content. A disapproval based upon a Plan's content must specifically state in writing the reasons for disapproval.
- (i) Other Disapprovals. The County shall disapprove an erosion and sedimentation control plan if implementation of the plan would result in a violation of rules adopted by the Environmental Management Commission to protect riparian buffers along surface waters. The County may disapprove an erosion and sedimentation control plan or disapprove a transfer of a plan under subsection (j) of this section upon finding that an applicant or a parent, subsidiary, or other affiliate of the applicant:
- (1) Is conducting or has conducted land-disturbing activity without an approved plan, or has received notice of violation of a plan previously approved by the Commission or a local government pursuant to this Article and has not complied with the notice within the time specified in the notice.
  - (2) Has failed to pay a civil penalty assessed pursuant to this Article or a local ordinance adopted pursuant to this Article by the time the payment is due.
  - (3) Has been convicted of a misdemeanor pursuant to G.S. 113A-64(b) or any criminal provision of a local ordinance adopted pursuant to this Article.
  - (4) Has failed to substantially comply with State rules or local ordinances and regulations adopted pursuant to this Article.

In the event that an erosion and sedimentation control plan or a transfer of a plan is disapproved by the County pursuant to subsection (i) of this section, the local government shall so notify the Director of the Division of Energy, Mineral, and Land Resources within 10 days of the disapproval. The County shall advise the applicant or the proposed transferee and the Director in writing as to the specific reasons that the plan was disapproved. Notwithstanding the provisions of Section 17(a), the applicant may appeal the local government's disapproval of the plan directly to the Commission.

For purposes of this subsection, an applicant's record or the proposed transferee's record may be considered for only the two years prior to the application date.

- (j) The County administering an erosion and sedimentation control program may transfer an erosion and sedimentation control plan approved pursuant to this section without the consent of the plan holder to a successor-owner of the property on which the permitted activity is occurring or will occur as provided in this subsection.
- (1) The County may transfer a plan if all of the following conditions are met:
    - a. The successor-owner of the property submits to the local government a written request for the transfer of the plan and an authorized statement of financial responsibility and ownership.
    - b. The County finds all of the following:
      1. The plan holder is one of the following:
        - I. A natural person who is deceased.
        - II. A partnership, limited liability corporation, corporation, or any other business association that has been dissolved.
        - III. A person who has been lawfully and finally divested of title to the property on which the permitted activity is occurring or will occur.
        - IV. A person who has sold the property on which the permitted activity is occurring or will occur.
      2. The successor-owner holds title to the property on which the permitted activity is occurring or will occur.
      3. The successor-owner is the sole claimant of the right to engage in the permitted activity.
      4. There will be no substantial change in the permitted activity.
  - (2) The plan holder shall comply with all terms and conditions of the plan until such time as the plan is transferred.
  - (3) The successor-owner shall comply with all terms and conditions of the plan once the plan has been transferred.
  - (4) Notwithstanding changes to law made after the original issuance of the plan, the County may not impose new or different terms and conditions in the plan without the prior express consent of the successor-owner. Nothing in this subsection shall prevent the County from requiring a revised plan pursuant to G.S. 113A-54.1(b).
- (k) Notice of Activity Initiation. No person may initiate a land-disturbing activity before notifying the agency that issued the Plan approval of the date that land-disturbing activity will begin.

- (l) Preconstruction Conference. When deemed necessary by the approving authority a preconstruction conference may be required.
- (m) Display of Plan Approval. A Plan approval issued under this article shall be prominently displayed until all construction is complete, all permanent sedimentation and erosion control measures are installed, and the site has been stabilized. A copy of the approved plan shall be kept on file at the job site.
- (n) Required Revisions. After approving a Plan, if the County either upon review of such Plan or on inspection of the job site, determines that a significant risk of accelerated erosion or off-site sedimentation exists, the County shall require a revised Plan. Pending the preparation of the revised Plan, work shall cease or shall continue under conditions outlined by the appropriate authority. If following commencement of a land-disturbing activity pursuant to an approved Plan, the County determines that the Plan is inadequate to meet the requirements of this ordinance, the County may require any revision of the Plan that is necessary to comply with this ordinance.
- (o) Amendment to a Plan. Applications for amendment of a Plan in written and/or graphic form may be made at any time under the same conditions as the original application. Until such time as said amendment is approved by the County, the land-disturbing activity shall not proceed except in accordance with the Plan as originally approved.
- (p) Failure to File a Plan. Any person engaged in land-disturbing activity who fails to file a Plan in accordance with this ordinance, or who conducts a land-disturbing activity except in accordance with provisions of an approved Plan shall be deemed in violation of this ordinance.
- (q) Self-Inspections. The landowner, the financially responsible party, or the landowner's or the financially responsible party's agent shall perform an inspection of the area covered by the plan after each phase of the plan has been completed and after establishment of temporary ground cover in accordance with G.S. 113A-57(2). The person who performs the inspection shall maintain and make available a record of the inspection at the site of the land-disturbing activity. The record shall set out any significant deviation from the approved erosion control plan, identify any measures that may be required to correct the deviation, and document the completion of those measures. The record shall be maintained until permanent ground cover has been established as required by the approved erosion and sedimentation control plan. The inspections required by this subsection shall be in addition to inspections required by G.S. 113A-61.1.

Where inspections are required by Section 6 (p) of this Ordinance and G.S. 113A-54.1(e), the following apply:

- (i) The person who performs the inspection shall make a record of the site inspection by documenting the following items:
- (a) all of the erosion and sedimentation control measures, practices and devices, as called for in a construction sequence consistent with the approved erosion and sedimentation control plan, including but not limited to sedimentation control basins, sedimentation traps, sedimentation ponds, rock dams, temporary diversions, temporary slope drains, rock check dams, sediment fence or barriers, all forms of inlet protection, storm drainage facilities, energy dissipaters, and stabilization methods of open channels, have initially been installed and do not significantly deviate (as defined in Sub-item (1)(e) of this Rule) from the locations, dimensions and relative elevations shown on the approved erosion and sedimentation plan. Such documentation shall be accomplished by initialing and dating each measure or practice shown on a copy of the approved erosion and sedimentation control plan or by completing, dating and signing an inspection report that lists each measure, practice or device shown on the approved erosion and sedimentation control plan. This documentation is required only upon the initial installation of the erosion and sedimentation control measures, practices and devices as set forth by the approved erosion and sedimentation control plan or if the measures, practices and devices are modified after initial installation;
  - (b) the completion of any phase of grading for all graded slopes and fills shown on the approved erosion and sedimentation control plan, specifically noting the location and condition of the graded slopes and fills. Such documentation shall be accomplished by initialing and dating a copy of the approved erosion and sedimentation control plan or by completing, dating and signing an inspection report;
  - (c) the location of temporary or permanent ground cover, and that the installation of the ground cover does not significantly deviate (as defined in Sub-item (1)(e) of this Rule) from the approved erosion and sedimentation control plan. Such documentation shall be accomplished by initialing and dating a copy of the approved erosion and sedimentation control plan or by completing, dating and signing an inspection report;
  - (d) that maintenance and repair requirements for all temporary and permanent erosion and sedimentation control measures, practices and devices have been performed. Such documentation shall be accomplished by completing, dating and signing an inspection report (the general storm water permit monitoring form may be used to verify the maintenance and repair requirements); and
  - (e) any significant deviations from the approved erosion and sedimentation control plan, corrective actions required to correct the deviation and completion of the corrective actions. Such documentation shall be accomplished by initialing and dating a copy of the approved erosion and sedimentation control plan or by completing, dating and signing an

inspection report. A significant deviation means an omission, alteration or relocation of an erosion or sedimentation control measure that prevents the measure from performing as intended.

- (ii) The documentation, whether on a copy of the approved erosion and sedimentation control plan or an inspection report, shall include the name, address, affiliation, telephone number, and signature of the person conducting the inspection and the date of the inspection. Any relevant licenses and certifications may also be included. Any documentation of inspections that occur on a copy of the approved erosion and sedimentation control plan shall occur on a single copy of the plan and that plan shall be made available on the site. Any inspection reports shall also be made available on the site.
- (iii) The inspection shall be performed during or after each of the following phases of a plan:
  - (a) installation of perimeter erosion and sediment control measures;
  - (b) clearing and grubbing of existing ground cover;
  - (c) completion of any phase of grading of slopes or fills that requires provision of temporary or permanent ground cover pursuant to G.S. 113A-57(2);
  - (d) completion of storm drainage facilities;
  - (e) completion of construction or development; and
  - (f) quarterly until the establishment of permanent ground cover sufficient to restrain erosion or until the financially responsible party has conveyed ownership or control of the tract of land for which the erosion and sedimentation control plan has been approved and the agency that approved the plan has been notified. If the financially responsible party has conveyed ownership or control of the tract of land for which the erosion and sedimentation control plan has been approved, the new owner or person in control shall conduct and document inspections quarterly until the establishment of permanent ground cover sufficient to restrain erosion.

## SECTION 7            Basic Control Objectives

An erosion and sedimentation control Plan may be disapproved if the Plan fails to address the following control objectives:

- (a) Identify Critical Areas - On-site areas which are subject to severe erosion, and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation, are to be identified and receive special attention.

- (b) Limit Time of Exposure - All land-disturbing activities are to be planned and conducted to limit exposure to the shortest feasible time.
- (c) Limit Exposed Areas - All land-disturbing activity is to be planned and conducted to minimize the size of the area to be exposed at any one time.
- (d) Control Surface Water - Surface water runoff originating upgrade of exposed areas should be controlled to reduce erosion and sediment loss during the period of exposure.
- (e) Control Sedimentation - All land-disturbing activity is to be planned and conducted so as to prevent off-site sedimentation damage.
- (f) Manage Storm Water Runoff - When the increase in the velocity of storm water runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving watercourse, a Plan is to include measures to control the velocity to the point of discharge so as to minimize accelerated erosion of the site and increased sedimentation of the stream.

## SECTION 8 Design and Performance Standards

- (a) Except as provided in Section 8(b)(2) of this ordinance, erosion and sedimentation control measures, structures, and devices shall be planned, designed, and constructed to provide protection from the calculated maximum peak rate of runoff from the ten-year storm. Runoff rates shall be calculated using the procedures in the USDA, Soil Conservation Service's "National Engineering Field Manual for Conservation Practices", or other acceptable calculation procedures.
- (b) HQW Zones. In High Quality Water (HQW) zones the following design standards shall apply:
  - (1) Limit on Uncovered Area. Uncovered areas in HQW zones shall be limited at any time to a maximum total area of twenty acres within the boundaries of the tract. Only the portion of the land-disturbing activity within a HQW zone shall be governed by this section. Larger areas may be uncovered within the boundaries of the tract with the written approval of the Director.
  - (2) Maximum Peak Rate of Runoff Protection. Erosion and sedimentation control measures, structures, and devices within HQW zones shall be planned, designed and constructed to provide protection from the runoff of the twenty-five year storm which produces the maximum peak rate of runoff as calculated according to procedures in the United States

Department of Agriculture Soil Conservation Service's "National Engineering Field Manual for Conservation Practices" or according to procedures adopted by any other agency of this state or the United States or any generally recognized organization or association.

- (3) Settling Efficiency. Sediment basins within HQW zones shall be designed and constructed such that the basin will have a settling efficiency of at least 70% for the 40 micron (0.04 millimeter) size soil particle transported into the basin by the runoff of that two year storm which produces the maximum peak rate of runoff as calculated according to procedures in the United States Department of Agriculture Soil Conservation Service's "National Engineering Field Manual for Conservation Practices" or according to procedures adopted by any other agency of this state or the United States or any generally recognized organization or association.
- (4) Grade. Newly constructed open channels in HQW zones shall be designed and constructed with side slopes no steeper than two horizontal to one vertical if a vegetative cover is used for stabilization unless soil conditions permit a steeper slope or where the slopes are stabilized by using mechanical devices, structural devices or other acceptable ditch liners. In any event, the angle for side slopes shall be sufficient to restrain accelerated erosion.
- (5) Ground Cover. Ground cover sufficient to restrain erosion must be provided for any portion of a land-disturbing activity in a HQW zone within 15 working days or 60 calendar days following completion of construction or development, whichever period is shorter.

## SECTION 9 Storm Water Outlet Protection

- (a) Intent. Stream banks and channels downstream from any land disturbing activity shall be protected from increased degradation by accelerated erosion caused by increased velocity of runoff from the land disturbing activity.
- (b) Performance standard. Persons shall conduct land-disturbing activity so that the post construction velocity of the 10-year storm runoff in the receiving watercourse to the discharge point does not exceed the greater of:
  - (1) the velocity established by the Maximum Permissible Velocities Table set out within this subsection; or
  - (2) the velocity of the ten-year storm runoff in the receiving watercourse prior to development.

If condition (1) or (2) of this Paragraph cannot be met, then the receiving watercourse to and including the discharge point shall be designed and constructed to withstand the expected velocity anywhere the velocity exceeds the “prior to development” velocity by 10%.

#### Maximum Permissible Velocities Table

The following is a table for maximum permissible velocity for storm water discharges in feet per second (F.P.S.) and meters per second (M.P.S.):

<u>Material</u>	F.P.S.	M.P.S.
Fine sand (noncolloidal)	2.5	.8
Sandy loam (noncolloidal)	2.5	.8
Silt loam (noncolloidal)	3.0	.9
Ordinary firm loam	3.5	1.1
Fine gravel	5.0	1.5
Stiff clay (very colloidal)	5.0	1.5
Graded, loam to cobbles (noncolloidal)	5.0	1.5
Graded, silt to cobbles (Colloidal)	5.5	1.7
Alluvial silts (noncolloidal)	3.5	1.1
Alluvial silts (colloidal)	5.0	1.5
Coarse gravel (noncolloidal)	6.0	1.8
Cobbles and shingles	5.5	1.7
Shales and hard pans	6.0	1.8

Source - Adapted from recommendations by Special Committee on Irrigation Research, American Society of Civil Engineers, 1926, for channels with straight alignment. For sinuous channels, multiply allowable velocity by 0.95 for slightly sinuous, by 0.9 for moderately sinuous channels, and by 0.8 for highly sinuous channels.

- (c) Acceptable Management Measures - Measures applied alone or in combination to satisfy the intent of this section are acceptable if there are no objectionable secondary consequences. The County recognizes that the management of storm water runoff to minimize or control downstream channel and bank erosion is a developing technology. Innovative techniques and ideas will be considered and may be used when shown to have the potential to produce successful results. Some alternatives, while not exhaustive, are to:

- (1) Avoid increases in surface runoff volume and velocity by including measures to promote infiltration to compensate for increased runoff from areas rendered impervious;
  - (2) Avoid increases in storm water discharge velocities by using vegetated or roughened swales and waterways in place of closed drains and high velocity paved sections;
  - (3) Provide energy dissipators at outlets of storm drainage facilities to reduce flow velocities to the point of discharge;
  - (4) Protect watercourses subject to accelerated erosion by improving cross sections and/or providing erosion-resistant lining; and
  - (5) Upgrade or replace the receiving device structure, or watercourse such that it will receive and conduct the flow to a point where it is no longer subject to degradation from the increased rate of flow or increased velocity.
- (d) Exceptions - This rule shall not apply where it can be demonstrated to the County that storm water discharge velocities will not create an erosion problem in the receiving watercourse.

#### SECTION 10 Borrow and Waste Areas

When the person conducting the land-disturbing activity is also the person conducting the borrow or waste disposal activity, areas from which borrow is obtained and which are not regulated by the provisions of the Mining Act of 1971, and waste areas for surplus materials other than landfills regulated by the Department's Division of Waste Management shall be considered as part of the land-disturbing activity where the borrow material is being used or from which the waste material originated. When the person conducting the land-disturbing activity is not the person obtaining the borrow and/or disposing of the waste, these areas shall be considered a separate land-disturbing activity.

#### SECTION 11 Access and Haul Roads

Temporary access and haul roads, other than public roads, constructed or used in connection with any land-disturbing activity shall be considered a part of such activity.

#### SECTION 12 Operations in Lakes or Natural Watercourses

Land disturbing activity in connection with construction in, on, over, or under a lake or natural watercourse shall minimize the extent and duration of disruption of the stream channel.

Where relocation of a stream forms an essential part of the proposed activity, the relocation shall minimize unnecessary changes in the stream flow characteristics.

### SECTION 13 Responsibility for Maintenance

During the development of a site, the person conducting the land-disturbing activity shall install and maintain all temporary and permanent erosion and sedimentation control measures as required by the approved plan or any provision of this Ordinance, the Act, or any order adopted pursuant to this ordinance or the Act. After site development, the landowner or person in possession or control of the land shall install and/or maintain all necessary permanent erosion and sediment control measures, except those measures installed within a road or street right-of-way or easement accepted for maintenance by a governmental agency.

### SECTION 14 Additional Measures

Whenever the County determines that significant erosion and sedimentation is occurring as a result of land-disturbing activity, despite application and maintenance of protective practices, the person conducting the land-disturbing activity will be required to and shall take additional protective action.

### SECTION 15 Existing Uncovered Areas

- (a) All uncovered areas existing on the effective date of this ordinance which resulted from land-disturbing activity, exceed one acre, are subject to continued accelerated erosion, and are causing off-site damage from sedimentation, shall be provided with a ground cover or other protective measures, structures, or devices sufficient to restrain accelerated erosion and control off-site sedimentation.
- (b) The County shall serve upon the landowner or other person in possession or control of the land a written notice to comply with the Act, this ordinance, a rule or order adopted or issued pursuant to the Act by the Commission or by the County. The notice to comply shall be sent by registered or certified mail, return receipt requested, or other means provided in GS 1A-1, Rule 4. The notice will set forth the measures needed to comply and will state the time within which such measures must be completed. In determining the measures required and the time allowed for compliance, the authority serving notice shall take into consideration the economic feasibility, technology, and quantity of work required, and shall set reasonable and attainable time limits of compliance.
- (c) The County reserves the right to require preparation and approval of a Plan in any instance where extensive control measures are required.

- (d) This rule shall not require ground cover on cleared land forming the future basin of a planned reservoir.

#### SECTION 16 Fees

- (a) The County may establish a fee schedule for the review and approval of Plans.
- (b) In establishing the fee schedule, the County shall consider the administrative and personnel costs incurred for reviewing the Plans and for related compliance activities.

#### SECTION 17 Plan Appeals

- (a) Except as provided in Section 17(b) of this ordinance, the appeal of a disapproval or approval with modifications of a Plan shall be governed by the following provisions:
  - (1) The disapproval or modification of any proposed Plan by the County shall entitle the person submitting the Plan to a public hearing if such person submits written demand for a hearing within 15 days after receipt of written notice of disapproval or modifications.
  - (2) A hearing held pursuant to this section shall be conducted by the Watauga County Planning Board within thirty (30) days after the date of the written appeal or request for a hearing.
  - (3) The Planning Board shall make recommendations to the Board of Commissioners within seven (7) days after the date of the hearing on any Plan.
  - (4) The Board of Commissioners will render its final decision on any Plan within five (5) days of receipt of the recommendations from the agency conducting the hearing.
  - (5) If the Board of Commissioners upholds the disapproval or modification of a proposed Plan following the hearing, the person submitting the Plan shall then be entitled to appeal the County's decision to the Commission as provided in G.S. 113A-61(c) and 15A NCAC 4B .0118(d)
- (b) In the event that a Plan is disapproved pursuant to Section 6(i) of this ordinance, the applicant may appeal the County's disapproval of the Plan directly to the Commission.

## SECTION 18 Inspections and Investigations

- (a) Inspection. Agents, officials, or other qualified persons authorized by the County will periodically inspect land-disturbing activities to ensure compliance with the Act, this ordinance, or rules or orders adopted or issued pursuant to this ordinance, and to determine whether the measures required in the Plan are effective in controlling erosion and sedimentation resulting from land-disturbing activity. Notice of the right to inspect shall be included in the certificate of approval of each Plan.
- (b) Willful Resistance, Delay or Obstruction. No person shall willfully resist, delay, or obstruct an authorized representative, employee, or agent of the County while that person is inspecting or attempting to inspect a land-disturbing activity under this section.
- (c) Notice of Violation. If the County determines that a person engaged in land-disturbing activity has failed to comply with the Act, this ordinance, or rules, or orders adopted or issued pursuant to this ordinance, a notice of violation shall be served upon that person. The notice may be served by any means authorized under GS 1A-1, Rule 4. The notice shall specify a date by which the person must comply with the Act, or this ordinance, or rules, or orders adopted pursuant to this ordinance, and inform the person of the actions that need to be taken to comply with the Act, this ordinance, or rules or orders adopted pursuant to this ordinance. Any person who fails to comply within the time specified is subject to additional civil and criminal penalties for a continuing violation as provided in G.S. 113A-64 and this ordinance.
- (d) Investigation. The County shall have the power to conduct such investigation as it may reasonably deem necessary to carry out its duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigating and inspecting the sites of any land-disturbing activity.
- (e) Statements and Reports. The County shall also have the power to require written statements, or filing of reports under oath, with respect to pertinent questions relating to land-disturbing activity.

## Section 19 Stop Orders

Wherever land-disturbing activity is being undertaken in a manner which is in violation of this ordinance, the Watauga County Department of Planning and Inspection may order the work that is in violation to be immediately stopped. The stop order shall be in writing and directed to the person responsible for the violation, and shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Appeals from a stop order shall be made as prescribed in Section 18 of this ordinance.

Pending the ruling on the appeal, no further work may take place in violation of a stop order. Violation of a stop order constitutes a misdemeanor.

In addition, in accordance with N.C.G.S. 153A-361, the Watauga County Building Inspectors are authorized to issue stop orders for building permits where violations of this ordinance are taking place in connection with construction authorized by the building permit.

N.C.G.S. 153A-361. Stop Orders - Whenever a building or part thereof is being demolished, constructed, reconstructed, altered, or repaired in a hazardous manner, or in substantial violation of a State or local building law or local building ordinance or regulation, or in a manner that endangers life or property, the appropriate inspector may order the specific part of the work that is in violation or that presents such a hazard to be immediately stopped. The stop order shall be in writing and directed to the person doing the work, and shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. The owner or builder may appeal from a stop order involving alleged violation of the State Building Code or any approved local modification thereof to the North Carolina Commissioner of Insurance within five (5) days after the day the order is issued. The owner or builder shall give to the Commissioner of Insurance written notice of appeal, with a copy to the local inspector. The Commissioner shall promptly conduct a hearing at which the appellant and the inspector shall be permitted to submit relevant evidence, and the Commissioner shall rule on the appeal as expeditiously as possible. Pending the ruling by the Commissioner of Insurance on an appeal, no further work may take place in violation of a stop order. Appeals from a stop order based on violations of any other local ordinance relating to buildings shall be taken to the local official designated by that ordinance and shall be taken, heard, and decided in the same manner as prescribed herein for appeals to the Commissioner. Violation of a stop order constitutes a misdemeanor.

#### Section 20 Revocation of Grading Permits

The Watauga County Department of Planning and Inspections may revoke and require the return of any permit by giving written notice to the permit holder, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application or plans and specifications, for refusal or failure to comply with the requirements of any applicable State or local laws or local ordinances or regulations, or for false statements or misrepresentations made in securing the permit. A permit mistakenly issued in violation of an applicable State or local law or local ordinance or regulation also may be revoked.

#### Section 21 Building Permits

No permits for any building or structure shall be issued upon any land requiring submission of a soil erosion control plan and issuance of a grading permit until such plan is submitted and permit issued.

#### Section 22 Security Required

- A. The applicant for a permit may, prior to commencing any land-disturbing activity, be required to file with Watauga County an improvement security in the form of an

escrow account, surety bond, irrevocable letter of credit, or other undertaking satisfactory to the County Attorney, in an amount deemed sufficient by the Watauga County Department of Planning and Inspections, to cover all costs of protection or other improvements required to establish protective cover on the site in conformity with this ordinance. Such security shall remain in force until the improvements are completed in accordance with the approved plan and said improvements are finally inspected and approved as set out in subsection (B) below.

- B. Upon completion of the improvements as required by this ordinance, written notice thereof shall be given by the applicant to the Department of Planning and Inspections and the Department shall cause an inspection of the improvements to be made and, if approved, shall within 30 days of the date of notice authorize in writing the release of the security given provided that the improvements have been made in accordance with the approved plan and this ordinance.
- C. The security shall be forfeited upon violation of this ordinance and shall be used to establish protective cover on the site. Any monies in excess of the cost of establishing protective cover shall be refunded.

## SECTION 23 Penalties

### (a) Civil Penalties

- (1) Civil Penalty for a Violation. Any person who violates any of the provisions of this ordinance, or rule or order adopted or issued pursuant to this ordinance, or who initiates or continues a land-disturbing activity for which a Plan is required except in accordance with the terms, conditions, and provisions of an approved Plan, is subject to a civil penalty. The maximum civil penalty amount that the County may assess per violation is five thousand dollars (\$5,000.00). A civil penalty may be assessed from the date of the violation. Each day of a continuing violation shall constitute a separate violation. **When the person has not been assessed any civil penalty under this subsection for any previous violation, and that person abated continuing environmental damage resulting from the violation within 180 days from the date of the notice of violation, the maximum cumulative total civil penalty assessed under this subsection for all violations associated with the land-disturbing activity for which the erosion and sedimentation control plan is required is twenty-five thousand dollars (\$25,000).]**
- (2) Civil Penalty Assessment Factors. The governing body of the County shall determine the amount of the civil penalty based upon the following factors:
- (i) the degree and extent of harm caused by the violation,

- (ii) the cost of rectifying the damage,
  - (iii) the amount of money the violator saved by noncompliance,
  - (iv) whether the violation was committed willfully, and
  - (v) the prior record of the violator in complying of failing to comply with this ordinance.
- (3) Notice of Civil Penalty Assessment. The governing body of the County shall provide notice of the civil penalty amount and basis for assessment to the person assessed. The notice of assessment shall be served by any means authorized under G.S. 1A-1, Rule 4. A notice of assessment by the County shall direct the violator to either pay the assessment, contest the assessment within 30 days by filing a petition for hearing with the County (as directed by procedures within the local ordinances or regulations adopted to establish and enforce the erosion and sedimentation control program), or file a request with the Sedimentation Control Commission for remission of the assessment within 60 days of receipt of the notice. A remission request must be accompanied by a waiver of the right to a contested case hearing pursuant to Chapter 150B of the North Carolina General Statutes and a stipulation of the facts on which the assessment was based.
- (4) Final Decision: The final decision on contested assessments shall be made by the Board of Commissioners in accordance with this ordinance.
- (5) Appeal of Final Decision. Appeal from the final decision of the Board of Commissioners shall be to the Superior Court of the county where the violation occurred. Such appeals must be made within 30 days of the final decision of the Board of Commissioners.
- (6) Collection. If payment is not received within 60 days after it is due, the County may institute a civil action to recover the amount of the assessment. The civil action may be brought in the Superior Court of the county where the violation occurred, or the violator's residence or principal place of business is located. Such civil actions must be filed within three (3) years of the date the assessment was due. An assessment that is not contested is due when the violator is served with a notice of assessment. An assessment that is contested is due at the conclusion of the administrative and judicial review of the assessment.
- (7) Credit of Civil Penalties. The clear proceeds of civil penalties collected by the County under this subsection shall be remitted to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2. Penalties collected by the County may be diminished only by the actual costs of collection. The collection cost percentage to be used shall be established

and approved by the North Carolina Office of State Budget and Management on an annual basis, based upon the computation of actual collection costs by each County for the prior fiscal year.

[In any event, the cost percentage shall not exceed twenty percent (20%) of penalties collected.]

- (b) Criminal Penalties. Any person who knowingly or willfully violates any provision of this ordinance, or rule or order adopted or issued pursuant to this ordinance, or who knowingly or willfully initiates or continues a land-disturbing activity for which a Plan is required except in accordance with the terms, conditions, and provisions of an approved Plan, shall be guilty of a Class 2 misdemeanor which may included a fine not to exceed \$5,000 as provided in G.S. § 113A-64.

#### SECTION 24 Injunctive Relief

- (a) Violation of Local Program. Whenever the governing body has reasonable cause to believe that any person is violating or threatening to violate any ordinance, rule, regulation or order adopted or issued by the County or any term, condition, or provision of an approved Plan, it may, either before or after the institution of any other action or proceeding authorized by this ordinance, institute a civil action in the name of the County for injunctive relief to restrain the violation or threatened violation. The action shall be brought in the superior court of the county in which the violation is occurring or is threatened.
- (b) Abatement of Violation. Upon determination by a court that an alleged violation is occurring or is threatened, the court shall enter any order or judgment that is necessary to abate the violation, to ensure that restoration is performed, or to prevent the threatened violation. The institution of an action for injunctive relief under this section shall not relieve any party to the proceedings from any civil or criminal penalty prescribed for violations of this ordinance.

#### SECTION 25 Restoration After Non-Compliance

The County may require a person who engaged in a land-disturbing activity and failed to retain sediment generated by the activity, as required by G.S. 113A-57 (3), to restore the waters and land affected by the failure so as to minimize the detrimental effects of the resulting pollution by sedimentation. This authority is in addition to any other civil or criminal penalty or injunctive relief authorized under this ordinance.

SECTION 26 Severability

If any section or section or sections of this ordinance is/are held to be invalid or unenforceable, all other sections shall nevertheless continue in full force and effect.

SECTION 27 Effective Date

This ordinance becomes effective on February 20, 2019, and repeals and replaces the ordinance of the same title adopted as amended March 15, 2011.

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**AGENDA ITEM 5:**

**PROPOSED NON-MEDICAL TRANSPORTATION CONTRACT WITH APPALCART**

**MANAGER'S COMMENTS:**

Mr. Craig Hughes, AppalCart Director, will request the Board approve the revised contract for Rural General Public trips. The contracted rate would increase from \$1.45 to \$2.07 the purpose of the increase is to spend down funds associated with this grant. No increase or service reduction will be experienced.

Board action is required to increase the per direct mile cost from \$1.45 to \$2.07.

**Anita.Fogle**

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**From:** Craig Hughes <director@appalcart.com>  
**Sent:** Tuesday, February 12, 2019 11:48 AM  
**To:** Deron.Geouque  
**Cc:** Misty Watson; Anita.Fogle; Quint David  
**Subject:** Revised Contract  
**Attachments:** Watauga County- Non-Medicaid19-021219.doc

Deron,

I have attached a revised contract for the Rural General Public trips. There are separate contracts for Medicaid and POA. The attached contract will allow AppalCART to bill the County at \$2.07 per direct mile. As you know, we were billing the County at \$1.45 per direct mile and realized that rate was too low and not allowing the county to draw the Rural Operating Assistance Program (ROAP) – Rural General Public (RGP) Grant down as much as anticipated. Our data indicates the county was billed for 25,665 direct miles, but the service miles (FY 2018 billing method) were 60,011. In order to prevent AppalCART from losing additional funds, AppalCART would like to request the rate change to \$2.07 per direct mile to ensure our future ROAP grant amounts are not reduced.

The change will not result in an increased cost to the county budget, but will help draw down the ROAP grant funds.

Thanks.

*Craig Hughes*

*Director*

*AppalCART*

*828-297-1300 ext. 104*

[director@appalcart.com](mailto:director@appalcart.com)



For FY18/19

Watauga County: Non-Medicaid Transportation

This Agreement, effective this

1<sup>st</sup> day of March, 2019, by and between

**AppalCART** and

**Agency Name:** Watauga County

Contact person: Deron Geouque

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

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

Rate ---- \$2.07 per direct mile

\*\*\*\*\*

THIS AGREEMENT, effective this 1st day of March 2019, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County;

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

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

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

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

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

**Section 3. Scope of Work.**

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

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

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

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

3. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
4. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
5. The Authority shall commence performance of this contract on the 1<sup>st</sup> day of March, 2019, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required

provisions of the North Carolina Department of Transportation/AppalCART under Project Number 19-CT-

007.

6. By mutual agreement, the unit rate of said service shall be \$2.07 per direct mile. The Authority will submit itemized invoices to the County on a monthly basis, payment of terms is thirty (30) days net.
7. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and County to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
8. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104  
[director@appalcart.com](mailto:director@appalcart.com)
9. If the Authority becomes excluded from participation in this agreement, the County will be promptly notified.

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

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

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

John Welch  
Watauga County Commissioners Chair

ATTEST:

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

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

Quint David  
AppalCART Board Chair

ATTEST:

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

**AGENDA ITEM 6:****PROPOSED LEASE RENEWAL WITH COVE CREEK PRESERVATION AND DEVELOPMENT****MANAGER'S COMMENTS:**

Mr. David Tyner, Cove Creek Preservation and Development Chairman, will request the Board extend the current lease. The current lease is scheduled to expire in 2022. However, due to the renovations and financial outlay of CCPD; a request is being made to extend the lease to protect the investment being made.

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 10 days' 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 its next regular meeting.

No public notice need be given for resolutions authorizing leases or rentals for terms of one year or less. Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

**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 March 19, 2019, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the Cove Creek Preservation and Development all of that properly known as the old Cove Creek School rock building, and Library, together with an area in front of said buildings to the paved street and together with an area in back of said buildings sufficient for maintenance purposes, and together with access to the use of the present sewer system with the understanding that Lessee shall maintain the sewer system. With the further understanding that this is a right to use said sewer system in common with both the grantor and grantee, herein, without any cost or charges to Lessor herein. Said property is further leased subject to any and all street, road right utility rights of way and easements of record. It further being understood and agreed, that if the cafeteria building should become available, the parties of the second part will give consideration to include the cafeteria building in the within lease (the "Leased Premises") located at 207 Dale Adams Rd, Sugar Grove, NC 28679 (the "Property") in Watauga County, North Carolina, and being for a term of nine (9) years, with automatic ninety (90) day renewals unless either Watauga County or the Cove Creek Preservation and Development gives written notice no less than sixty (60) days that the other party intends not to renew the Lease Agreement. The rent to be paid by Cove Creek Preservation and Development to Watauga County during the term of the lease is One Dollar (\$1.00) per

annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

Should the Board wish to grant CCPD's request, direction to the County Attorney to draft a new lease will be required. Upon approval of the lease the Board will be required to advertise the resolution for ten (10) days and then approve the lease as drafted.

Staff seeks direction from the Board.

**Watauga County Board of Commissioners meeting Feb. 19, 2019 - 5:30pm****Agenda request by Cove Creek Preservation and Development****Subject:**

Cove Creek Preservation and Development (CCP&D) lease with Watauga County for the old Cove Creek School Building at 207 Dale Adams Rd. in Sugar Grove.

**Request:**

Our 25 year lease with the County expires August 2022 and our volunteer board is interested and hopeful of obtaining a letter of commitment from the County Commissioners to renew this lease when it expires.

**Some History of the School Building CCP&D leases from Watauga County:**

(The following are excerpts from the United States Department of the Interior National Park Service National Registry of Historical Places). The School Building was placed on National Registry of Historical Places by application of Cove Creek Preservation and Development in April 1998. The Cove Creek High School was erected in 1941 by the Works Progress Administration (W.P.A.) in conjunction with local and state governments to meet the educational needs of a growing rural community. The (former) Cove Creek School was eligible for the National Register under Criterion A in the area of education as the only intact example in the county of a school built through the cooperative efforts of local, state, and federal governments working under New Deal-era building programs. It was also eligible for listing under Criterion C as an architect designed building executed by local craftspeople with native materials, a tradition which began in the mountains of western North Carolina in the late nineteenth century. The school was used as a High School until 1965 and then as an elementary school until 1995 until it was abandoned for use as a school. A group of dedicated locals came together and formed the 501C Cove Creek Preservation and Development with the goal to renovate, preserve the local heritage of the school building and find tenants to occupy the school. A lease was prepared between Watauga County and Cove Creek Preservation and Development for this goal.

Many improvements to the building have been made over the years. Improvements were financed through county loans, grants, and donations. CCP&D has spent a great

deal of monies over the years maintaining the building. This not counting the work done by its volunteer board members and other community volunteers. Some of the monies since 2002 invested to the old school building are as follows:

Engineering:	\$4939.37
Building Maintenance and Repairs:	\$845,777.47
Utilities:	\$315,769.55
Estimated repairs and equipment prior to 2002 (HVAC)	\$360,000.00
Total:	\$1,526,486.39

### **Concerns for lease renewal commitment:**

We recently renewed leases with our three tenants, but could only provide expiration dates matching our lease with the county. Their concern is hopes CCP&D will be able to obtain another extended lease with the county to insure they can remain in the historic school building. Another concern is the Doc Watson Museum we are currently obtaining grants and donations to enhance the museum for the future. In addition, we have had to replace 5 of the 27 geothermal heat pumps installed in 2000. HVAC of Bristol who installed the geothermal units say the life of these units is about 20 years. We are faced with the need in spending monies on the remaining 22 units that will need replacements as they fail.

Our board hopes for a letter of commitment from Watauga County to renew our lease in 2022, hopefully for another 25 years to satisfy the commitment for the Doc Watson Museum, our tenants who depend on this location for their businesses, and our investments in the heat and air replacements and new roof installed on the building in 2016.

We are thankful for the help the County has provided over the years to keep this Historic Building a vital part of the Sugar Grove / Cove Creek Community. Committing to a new 25 year lease or longer would be greatly appreciated by the community to continue our goal to preserve the historical significance of the old Cove Creek School and continue the economic base provided by the three tenants at the school.

This instrument drawn by: Eggers, Eggers and Eggers, Attorneys at Law, Boone, North Carolina 28607

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this 20 day of August, 1997, executed by and between Watauga County, a North Carolina Body Politic, organized and existing under and by virtue of the laws of the State of North Carolina, party of the first part, hereinafter called Lessor; and Cove Creek Preservation and Development, Inc., a non-profit corporation organized and existing under and by virtue of the laws of the State of North Carolina, party of the second part, hereinafter called Lessee;

WITNESSETH:

1. PREMISES: That for and in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, the lessor does hereby demise and lease unto the Lessee, and the Lessee does hereby lease from the Lessor, that certain party, as follows:

All of that property known as the old Cove Creek School  rock building, and Library, together with an area in front of said buildings to the paved street and together with an area in back of said buildings sufficient for maintenance purposes, and together with access to the use of the present sewer system with the understanding that Lessee shall maintain the sewer system. With the further understanding that this is a right to use said sewer system in common with both the grantor and grantee, herein, without any cost or charges to Lessor herein. Said property is further leased subject to any and all street, road right utility rights of way and easements of record.

It further being understood and agreed, that if the cafeteria building should become available, the parties of the second part will give consideration to include the cafeteria building in the within lease.

2. ACCEPTANCE OF PROPERTY: Neither the Lessor nor their agents, have made any representations with respect to the building, the land upon which it is erected, or the leased property, except as expressly set forth herein, and no rights, easements, or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the leased property by the Lessee shall be conclusive evidence that the Lessee accept the same "as is" with the exception that the said party of the first part the Lessors, will pay for a new roof, and with the exception of the provision for improvements as set forth herein.

3. TERM: The term of this lease shall for a period of five (5) years, beginning on the 20th day of August, 1997, and ending on the 31st day of August, 2002. It is agreed that at the expiration of this lease, the parties hereto may negotiate for an additional term.

4. RENT: That Lessee shall pay to Lessor, rent as follows: One and no/100 dollar (\$1.00) per year, to be paid on the 20th day of August, 1997, and on the 20th day of August, each year thereafter, for and during the term of this Lease.

5. INSURANCE: The Lessor shall keep the leased building adequately insured against loss or damage by fire and other acts of nature. Lessee shall obtain necessary insurance covering their own personal property located in said premises. Lessee shall further obtain \$2,000,000.00 in general liability insurance and shall name the Lessor and Lessee as loss payee on said insurance.

6. USE OF THE PROPERTY: The Lessee shall not use or knowingly permit any part

of the leased premises to be used for any unlawful purpose.

7. IMPROVEMENT OF THE PROPERTY: No alteration, addition or improvement to the structural part of the buildings as leased herein, shall be made by the Lessee, without the written consent of the Lessor herein.

8. COMPLYING WITH REGULATIONS: Lessee shall comply with all applicable governmental regulations.

9. UTILITIES: The Lessee shall pay all utilities on the portion of property contained in this lease, and together with all utility bills and charges on the sewer system, and together with the costs of necessary treatments, repairs, and other costs in connection with proper use and maintenance of said sewer system, including but not limited to or necessary or required inspections and also together with all fines and costs, if system is not kept and maintained according to all governmental regulations.

10. SURRENDER OF THE LEASED PREMISES: At the expiration of the lease term, the Lessee shall surrender the leased property in a good condition, reasonable use, and wear and tear, and damages by the elements excepted.

11. DAMAGES OR DESTRUCTION BY FIRE: In the event the leased premises are damaged by fire or other casualty, then and in that event, this Lease shall terminate, with the exception that if Lessee elects to continue with said lease, then and in that event any and all repairs shall be at the sole expense of the lessee herein, or Lessor may repair said premises with insurance covering said damages at the sole option of said Lessor.

12. INDEMNITY: Lessee shall indemnify and save Lessor harmless from and against any

and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, their agents, employees or invitees. In case, lessor shall, without fault on their part, be made a part to any litigation instituted against Lessee by reason of Lessees' use or occupancy of the leased premises, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses, reasonable attorney fees, incurred or paid by the Lessor in connection with such litigation. Lessee shall also pay all costs, expenses and reasonable attorney fees that may be incurred or paid by the Lessor in enforcing the covenants and agreements in this Lease.

13. MISCELLANEOUS: All rights and liabilities herein given to or imposed upon either of the parties hereto, shall extend to the assigns of such parties.

14. MODIFICATION OF AGREEMENT: No modification of this Lease Agreement shall be binding unless evidenced by an agreement in writing signed by the Lessor and Lessee.

15. DEFAULT IN LEASE: If there shall be a default in the payment of rent, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Lessee for more than thirty (30) days after written notice of such default or non-payment of rent, by Lessor to Lessee, then Lessor may terminate this lease by written notification to the Lessee. In such event, this lease shall terminate thirty (30) days after said notice is received by the Lessee. The termination of the lease by the Lessor as aforesaid shall be without forfeiture of any remedies of Lessor.

16. NOTICE: All notices, consents, requests, instructions or other communications

provided for herein shall be deemed validly given, made and served, if in writing and either delivered personally or sent by certified or registered mail, postage prepaid and pending the designation of another address, addressed as follows:

IF TO LESSEE: Cove Creek Preservation and Development, Inc.  
Post Office Box 344  
Sugar Grove, N. C. 28679

IF TO LESSORS: Mr. Jim Ratchford  
Watauga County Manager  
c/o Watauga County Courthouse  
West King Street  
Boone, North Carolina 28607

17. AGREEMENT OF USE OF PROPERTY: That the Lessees will use the premises well, and will keep the same in a good condition at all times and will never use the same for illegal purposes and the Lessees shall return said premises to the Lessors, their executors, administrators, heirs or assigns, at the expiration of said lease in as good a condition as when the Lessees received the same, reasonable wear and tear, fire and other unavoidable accidents excepted.

18. USE AND OCCUPANCY OF PROPERTY: That the Lessees shall have the exclusive use and occupancy of said premises so long as the Lessees comply with the terms of this lease, or until the same shall be terminated by mutual agreement between the parties.

IN WITNESS WHEREOF, the said parties of the first and second part herein have caused this instrument to be duly executed and sealed this the day and year first above written.

LESSOR:  
WATAUGA COUNTY, A N. C. BODY  
POLITIC:

ATTEST:

Roberta M. Watson  
Clerk to  
the Board of County Commissioners,  
Watauga County, North Carolina

BY: [Signature]  
Chairman

(Seal)

LESSEE:  
COVE CREEK PRESERVATION AND  
DEVELOPMENT, INC:

ATTEST:



Nannie H. Greene  
(Seal)

BY: [Signature]  
Chairman

\*\*\*\*\*

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, Donna Lyons, Notary Public, do hereby certify that, Roberta m. Watson personally appeared before me this day and acknowledged that She is ✓ Clerk to the Board of County Commissioners for Watauga County, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina, and that by authority duly given, and as an act of said Watauga County, the foregoing instrument was signed in its name, by its ✓ Chairman, sealed with its corporate seal and attested by her self as its ✓ Clerk.

WITNESS my hand and notarial seal, this 20<sup>th</sup> day of Aug., 1997.

Donna Lyons  
Notary Public

My commission expires 12/17/97

\*\*\*\*\*

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, Roberta M. Watson, Notary Public, do hereby certify that, Nannie  
H. Greene personally appeared before me this day and acknowledged that s he  
is ✓ Secretary of Cove Creek Preservation and Development, Inc., a North Carolina  
corporation, and that by authority duly given, and as an act of said Cove Creek Preservation and  
Development, Inc., the foregoing instrument was signed in its name, by its president, sealed  
with its corporate seal and attested by her self as its ✓ Secretary.

WITNESS my hand and notarial seal, this 20<sup>th</sup> day of August, 1997.

Roberta M. Watson  
Notary Public

My commission expires August 08, 2001

WANDA C. SCOTT  
REGISTER OF DEEDS

BK 0474 PC 801 Board Meeting

This instrument drawn by: Eggers, Eggers & Phipps, Attorneys at Law, Boone, North Carolina  
28607

BY:  
DEPUTY

*Diane Dancy*

*10/30/98*

STATE OF NORTH CAROLINA

WATAUGA COUNTY, NC

AMENDMENT TO LEASE  
AGREEMENT

COUNTY OF WATAUGA

THIS AMENDMENT TO LEASE AGREEMENT, made and entered into this 22<sup>nd</sup> day of September, 1998, executed by and between Watauga County, a North Carolina Body Politic, organized and existing under and by virtue of the laws of the State of North Carolina, party of the first part, hereinafter called Lessor; and Cove Creek Preservation and Development, Inc., a non-profit corporation organized and existing under and by virtue of the laws of the State of North Carolina, party of the second part, hereinafter called Lessee;

WITNESSETH:

1. PREMISES: That for and in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, the lessor does hereby demise and lease unto the Lessee, and the Lessee does hereby lease from the Lessor, that certain property, as follows:

All of that property known as the old Cove Creek School, rock building, and Library, together with an area in front of said buildings to the paved street and together with an area in back of said buildings sufficient for maintenance purposes, and together with access to the use of the present sewer system with the understanding that Lessee shall maintain the sewer system. With the further understanding that this is a right to use said sewer system in common with both the grantor and grantee, herein, without any cost or charges to Lessor herein. Said property is further leased subject to any and all street, road right utility rights of way and easements of record.

Return to: Cove Creek Preservation & Development, P.O. Box 344, Sugar Grove, NC 28679

8X 0 4 7 4 PG 8 9 2

It further being understood and agreed, that if the cafeteria building should become available, the parties of the second part will give consideration to include the cafeteria building in the within lease.

2. That said parties of the first and second part hereto, have heretofore entered into Lease Agreement, copy of same being attached hereto as Exhibit "A";

3. That said parties of the first and second part herein have agreed to extend the said lease for a period of twenty-five years total, beginning on the 20th day of August, 1997, and ending on the 31st day of August, 2022;

4. That it is further understood and agreed that in the event the Lessee loses interest in the operation of said premises for the purpose intended as herein set forth, then and in that event, this lease shall terminate upon thirty (30) days written notice to Lessees of such default and all further interest of said Lessee shall terminate.

5. That it is further understood and agreed that the Lessees shall keep the paved roadway in front of said buildings in a reasonable state of repair, however said Lessee may agree with the Department of Transportation to include said road in the public road system and transfer said maintenance to said Department of Transportation.

Except for the changes and additions, as set out in this said Amendment to Lease Agreement, the original Lease Agreement signed in August, 1997, a copy of same being attached hereto as Exhibit "A", shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties of the first and second part herein have caused this instrument to be duly executed and sealed this the day and year first above written.

LESSOR:  
WATAUGA COUNTY, A N. C. BODY  
POLITIC:

ATTEST:

BY: James Bybee  
Chairman

Elizabeth H. Link  
Clerk to  
the Board of County Commissioners,  
Watauga County, North Carolina

LESSEE:  
COVE CREEK PRESERVATION AND  
DEVELOPMENT, INC:

ATTEST:

BY: Jerry Adams  
Chairman

Rannier H. Greene  
(Seal)

BK 0474 PG 894

STATE OF NORTH CAROLINA

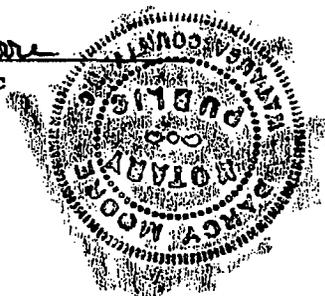
COUNTY OF WATAUGA

I, Darcy Moore, Notary Public, do hereby certify that, Elizabeth H. Link personally appeared before me this day and acknowledged that she is  Clerk to the Board of County Commissioners for Watauga County, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina, and that by authority duly given, and as an act of said Watauga County, the foregoing instrument was signed in its name, by its  Chairman, sealed with its corporate seal and attested by her self as its  Clerk.

WITNESS my hand and notarial seal, this 22nd day of September, 1998.

Darcy Moore  
Notary Public

My commission expires 1/19/2003



STATE OF NORTH CAROLINA

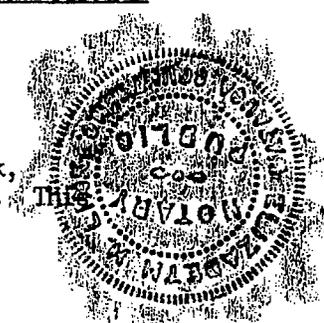
COUNTY OF WATAUGA

I, ELIZABETH H. LINK, Notary Public, do hereby certify that, NANNIE H. GREENE personally appeared before me this day and acknowledged that she is  Secretary of Cove Creek Preservation and Development, Inc., a North Carolina corporation, and that by authority duly given, and as an act of said Cove Creek Preservation and Development, Inc., the foregoing instrument was signed in its name, by its CHAIRMAN, sealed with its corporate seal and attested by her self as its  Secretary.

WITNESS my hand and notarial seal, this 23rd day of September, 1998.

Elizabeth H. Link  
Notary Public

My commission expires 1-4-2003



NORTH CAROLINA WATAUGA COUNTY

The foregoing certificaates of Darcy Moore and Elizabeth H. Link, Notaries Public, Watauga County, NC are certified to be correct. This: 23rd day of September, 1998.

Wanda C. Scott-Register of Deeds

by: Diane Darcy 4 Deputy

Return to: Jerry Adams  
PO Box 126  
Sugar Grove, NC 28679

FILED  
WANDA C. SCOTT  
REGISTER OF DEEDS

STATE OF NORTH CAROLINA  
WATAUGA COUNTY

00 MAR 27 AM 11:16

185798

AMENDMENT TO LEASE AGREEMENT

BY: Diane Dancy  
DEPUTY  
WATAUGA COUNTY, NC

This Amendment to Lease Agreement made and entered into this the 23 day of March, 2000, by and between Watauga County, a North Carolina body politic, organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Lessor"; and Cove Creek Preservation and Development, Inc., a non-profit corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Lessee";

WITNESSETH:

WHEREAS, the parties hereto entered into a Lease Agreement dated 20 August 1997 which was amended by Amendment to Lease Agreement dated 22 September 1998, recorded in the Watauga County Register of Deeds' Records Book 474 at Page 891, et seq; and

WHEREAS, the aforesaid Amended Lease Agreement provides for the lease of certain real property, and further provides that "if the cafeteria building should become available, the parties of the second part [the Lessee] will give consideration to include the cafeteria building in the within lease"; and

WHEREAS, the aforesaid cafeteria building is contained within the premises described in the aforesaid Amendment to Lease Agreement, and at the time of the aforesaid Amendment was occupied by the Watauga County Board of Education; and

WHEREAS, by resolution of 12 July 1999, the Lessor herein agreed and decided to honor a request of Cove Creek Preservation and Development, Inc., the Lessee herein, to include the cafeteria building as part of their leased premises pursuant to the lease described above for possible use as a business incubator, conditioned however, upon written confirmation from the Watauga County Board of Education that it no longer desired to continue utilizing the cafeteria building space; and

WHEREAS, by letter of 6 March 2000, the Watauga County Board of Education has confirmed in writing that it no longer needs to use any portion of the old Cove Creek school building;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and benefits contained herein and recited in the Amendment to Lease Agreement referenced above, the Lessor and Lessee agree that the aforesaid Amended Lease Agreement shall be amended to include as part of the leased premises described therein the cafeteria building part of the old Cove Creek School building, to become part of the leased premises, subject however, to all of the other existing terms of the Amended Lease Agreement, which terms the parties do hereby ratify.

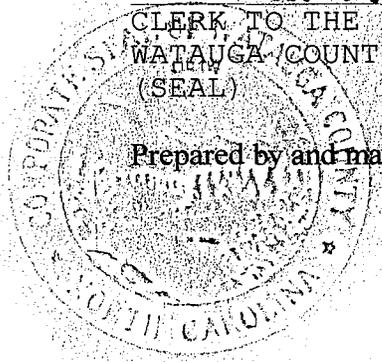
ATTEST:

WATAUGA COUNTY

Jimmy Hodges  
JIMMY HODGES, CHAIRMAN OF THE  
BOARD OF COMMISSIONERS

Elizabeth H. Link

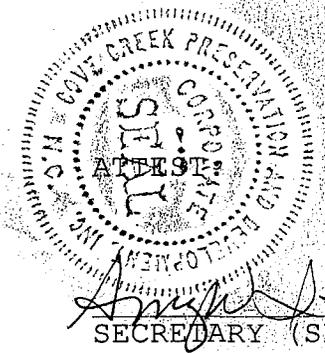
CLERK TO THE BOARD OF COMMISSIONERS,  
WATAUGA COUNTY, NORTH CAROLINA  
(SEAL)



Prepared by and mail after recording to: Jeffery M. Hedrick, Attorney at Law,  
P.O. Box 465, Boone, NC 28607

COVE CREEK PRESERVATION AND DEVELOPMENT, INC.:

by: Jerry Adams, Chairman  
PRESIDENT



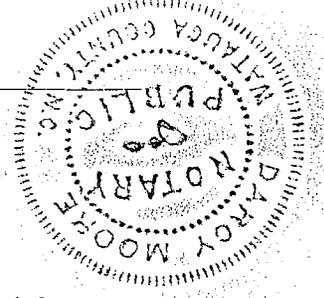
STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that Elizabeth H. Link personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Watauga County, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by Elizabeth H. Link as its Clerk.

Witness my hand and official stamp or seal, this the 17th day of March, 2000.

My Commission Expires:  
1-19-2003

Darcy Moore  
Notary Public



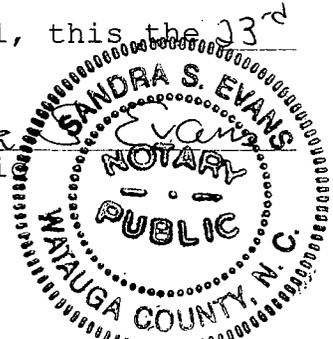
STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that Amy Shelton personally came before me this day and acknowledged that she is Secretary of Cove Creek Preservation and Development, Inc., of , a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by Amy Shelton as its Secretary.

Witness my hand and official stamp or seal, this the 23rd day of March, 2000.

My Commission Expires:  
My Commission Expires May 12, 2001

Sandra S. Evans  
Notary Public



STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA

The foregoing certificate(s) of Darcy Moore, Watauga County, NC and Sandra S. Evans, Watauga County, NC, both Notaries Public ~~is~~ are certified to be correct. This instrument was presented for registration this the 27th day of March, 2000, at 11:16 a.m., ~~pm~~, and duly recorded in the Office of the Register of Deeds of Watauga County, North Carolina in Book 561 at Page 001.

This the 27th day of March, 2000.

Wanda C. Scott, Register of Deeds

By: Diane Dancy  
Deputy Register of Deeds

**§ 160A-272. Lease or rental of property.**

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' 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 council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

- (1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.
- (2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years.
- (3) For the operation and use of components of a wired or wireless network, for a term up to 25 years; provided, however, that the lease is entered into with a private broadband provider or a cooperative in connection with a grant agreement pursuant to G.S. 143B-1373 and is for a discrete and specific project located in an unserved area of an economically distressed county seeking to provide broadband service to homes, businesses, and community anchor points not currently served.

(d) Notwithstanding subsection (a) of this section, any lease by a city of any duration for components of a wired or wireless network shall be entered into on a competitively neutral and nondiscriminatory basis and made available to similarly situated providers on comparable terms and conditions and shall not be used to subsidize the provision of competitive service. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34; 2015-246, s. 9; 2018-5, s. 37.1(c).)

**AGENDA ITEM 7:**

**FUNDING REQUEST FROM F.A.R.M. CAFÉ FOR THE FULL CIRCLE FOOD RECOVERY PROGRAM**

**MANAGER'S COMMENTS:**

Per commissioner request, Renee Boughman, Executive Chief for F.A.R.M., will present information on a new program available to our community.

Depending on the presentation, staff may seek direction from the Board.

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**AGENDA ITEM 8:**

**WATAUGA COUNTY LIBRARY PRESENTATION OF ALPHABET READY BY 5 - YEAR 2**

**MANAGER'S COMMENTS:**

Ms. Lisa Flanigan will present information on the Alphabet Ready Grant. The presentation is for information only; therefore no action is required.

# Alphabet Ready Grant

January 2019

Year 2

This grant was made possible by funding from the federal Institute of Museum and Library Services (IMLS) under the provisions of the Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina , a division of the NC Department of Natural and Cultural Resources IMLS grant # LS-00-18-0034-18

Tell me a fact, and I'll learn  
Tell me a truth, and I'll believe.  
But tell me a story, and it will live in my head forever.  
~Native American Proverb

# Once upon a time . . .

“private prisons use third-grade data to plan for prison beds”

## BUSINESS

### An Urban Myth That Should Be True

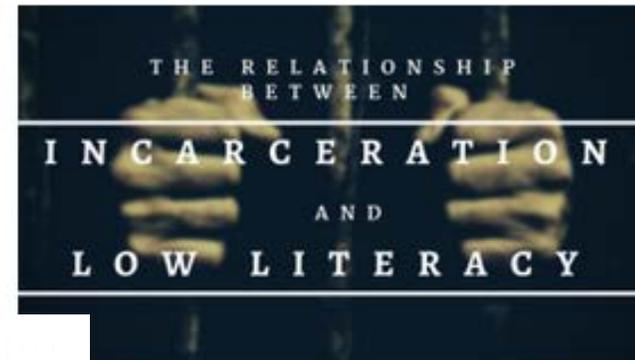
JOHN HUDSON JUL 2, 2012

*U.S. prison planners don't use local third-grade reading scores to predict future inmate populations. But maybe they should.*



## The Relationship Between Incarceration and Low Literacy

MARCH 16, 2016 - TROYATLME



and journalists often claim prison planners use third grade scores to predict the number of future prison beds needed. While sound this claim is mostly urban myth, there is in fact a strong connection between early low literacy skills and our country's exploding incarceration rates. Compelling statistics underscore this connection:

• 60% of all juveniles who interface with the juvenile court system are functionally low literate.  
• Incarceration reduces the probability of high school graduation and increases the probability of incarceration later in life.  
• High school dropouts are 3.5 times more likely than high school graduates to be arrested in their lifetime.  
• High school dropouts are 63% more likely to be incarcerated than their peers with four-year college degrees.

Search . . .

### Recent Posts

[It's Adult Education and Family Literacy Week!](#)

[#MSBF2016 Is Almost Here!](#)

[10 Things that Literate People Can Take For Granted](#)

[People of Literacy Mid-South: Seeding Success](#)

[AmeriCorps Vista Summer Associates Are Working to Create a More Literate Mid-South](#)

### Recent Comments

[The Impact of Immigr... on Literacy's Impact on the...](#)

[People of Literacy M... on People of Literacy Mid-South...](#)

[The Mid-South Book... on The Mid-South...](#)

Image retrieved from: <https://quotefancy.com/quote/29618>  
/Edward-Everett-Hale-I-am-only-one-but-still-I-am-one-I-cannot-do-everything-but-still-I



Research has repeatedly proven that two skills in particular serve as the best predictors of early reading success. Those two skills are phonemic awareness and alphabet recognition.

(Adams, 1990; Share, Jorm, Maclean, and Matthews, 1984; National Reading Panel, 2000)

# The beginnings of Alphabet Ready . . .

1. Began offering library story times around the idea of emphasizing phonemic awareness and alphabetic knowledge.
2. While offering these story times at the library was well received, I often felt we were “preaching to the choir”, so the Alphabet Ready grant proposal developed with the idea of partnering with schools as a literacy outreach program.
3. Created the ARLE preschool outreach program (with seed money from the Watauga County Friends of The Library). Through the ARLE program, we trained volunteers to take “Alphabet Ready” style story times into child care centers.

# ARLE Preschool Outreach

Appalachian Reading and Literacy for Early Learners



- 23 kindergarten classes weekly
  - 197 children in Watauga County
  - 196 children in Ashe County
- 12 prek classes weekly
  - 67 children in Watauga County
  - 145 children in Ashe County
- 605 children weekly
- 12 library field trips~400 children  
(nearly half of whom had never been to the public library)



# Library Literacy Liaisons

Alphabet Ready Grant





021919 BOC Board Meeting

Nothing better than a book and a hug from ARly, the mascot of the Appalachian Regional Library system!



# Allison~ Watauga



Different titles for prek



021919 BCC Board Meeting

Library book with focus letter in title



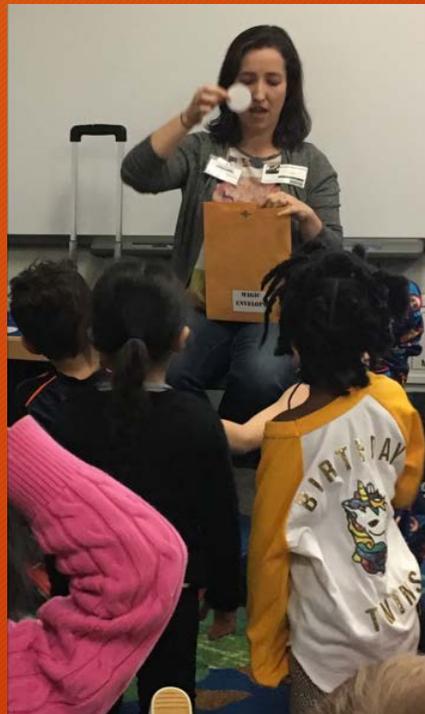
Build Letter Puzzle, Song, Movement



Non fiction titles



Incorporating kindergarten curriculum



Extension Activities



Letter Stamps/Show & Tell

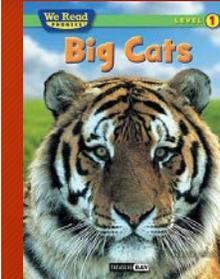


Whole alphabet exercise

# Backpacks



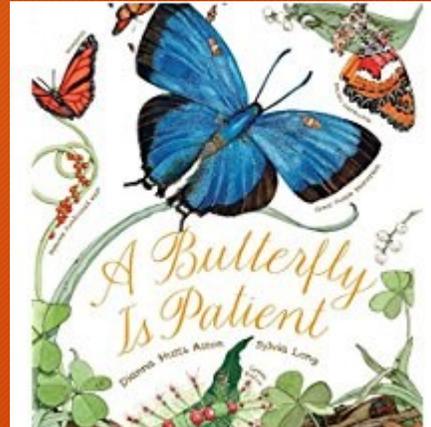
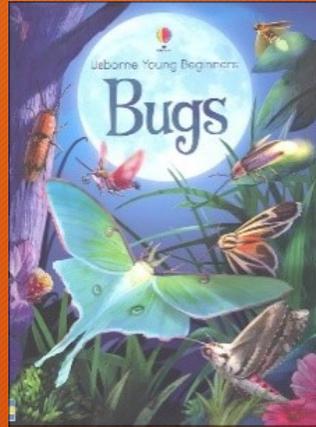
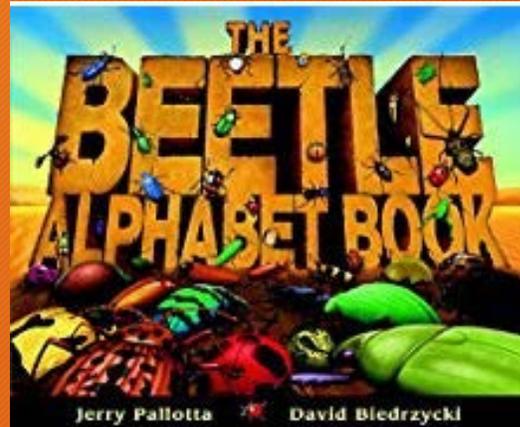
# Science Themed Backpacks for Year 2



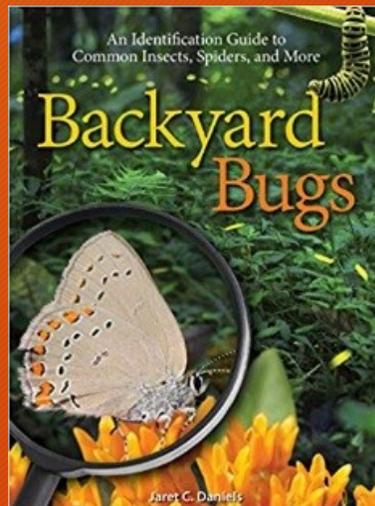
See the big cat.



Cats can be good.



In the wild, some animals eat other animals for food. The animals hope their enemies do not find them. Some animals are covered in patterns and colors. They look like their surroundings. This is called camouflage [KAM-uh-flahj].





Questions?



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**AGENDA ITEM 9:**

**GUY FORD ROAD RIVER ACCESS PROJECT REQUEST**

**MANAGER'S COMMENTS:**

Mr. Furman will request the Board approve the purchase of approximately 542 blocks at a total cost of \$67,750. Loven Ready Mix is the local sole source of the block.

Board action is required to approve the purchase of 542 blocks from Loven Ready Mix in the amount of \$67,750 with the understanding that additional blocks at a price of \$125 per block may be required. Additional blocks may be purchased not to exceed \$15,000 per the County's local policy.



# WATAUGA COUNTY

126 Poplar Grove Connector, Suite 201 Boone, NC 28607

*Department of  
Planning & Inspections*

*Phone (828) 265-8043  
TTY 1-800-735-2962  
Voice 1-800-735-8262  
or 711  
FAX (828) 265-8080*

## Memorandum

Date: February 14, 2019

To: Board of Commissioners

From: Joe Furman

RE: Guy Ford Road river access project request

---

We have received the attached quote for purchase of large block for construction of the retaining wall needed for the Guy Ford Road river access parking area. We estimate that 542 blocks @ \$125 will be required, for a cost of \$67,750. It is possible a few more or less blocks will be needed. I have only the one quote as Loven is the sole local source for these blocks, and a reduced price is being offered. While the blocks may be available elsewhere (it appears the nearest may be Fletcher, NC), the haul cost would make other vendors uncompetitive. Accordingly, I request approval to purchase these blocks from Loven Ready Mix. FYI, we will need to purchase smaller blocks as well; a request for that purchase will be submitted in the near future. Both purchases will be made with existing grant funds.



R.H. Loven Company P.O. Box 155, Pineola, NC 28662 Phone (828) 733-0525

MATERIALS ESTIMATE

We are pleased to quote the following materials for your work on the project:

Watauga County Sanitation Department

subject to General Terms and Conditions of Sale stated below which are part of this proposal.

<u>ITEM</u>	<u>PRICE PER BLOCK</u>
42" Rock Faced Block (48"x18"x42" Rock Faced Block Approx. 500)	\$ 125.00

\*Above price is FOB at casting yard.

**TERMS:** Net 10<sup>th</sup> of month following purchase.

1. Applicable sales tax is not included in price.
2. Pricing good through December 31, 2019.

Thank you for the opportunity to quote these materials. We look forward to serving you.

Respectfully submitted,  
LOVEN READY MIX  
BY \_\_\_\_\_

Date Sent \_\_\_\_\_

\*\*\*\*\*

ACCPTANCE OF AGREEMENT

**I hereby accept the quotation and authorize R.H. Loven Company to proceed to supply goods & services as stated above. I hereby declare that I have read and understand the Terms and Conditions of Sale and Payment and agree to abide by all set forth above.**

By \_\_\_\_\_ Date \_\_\_\_\_  
Company Name

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**AGENDA ITEM 10:**

**PROJECT ON AGING MATTERS**

***A. Proposed Appointment of Home and Community Care Block Grant (H&CCBG) Advisory Committee and Lead Agency***

**MANAGER'S COMMENTS:**

Each year the Board is required to appoint a lead agency and advisory committee to make recommendations on how to best expend the County's allocation from the Home and Community Care Block Grant (H&CCBG) funds. These funds were previously established by the Older American's Act and are administered by the North Carolina Division of Aging.

Board action is requested to approve the Watauga County Project on Aging as the Lead Agency. In that this is the first reading, you may delay action or waive your policy and appoint the members to the Advisory Board as presented.

Direction from the Board is requested.



# Watauga County Project on Aging

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

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto:angie.boitnotte@watgov.org)

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

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** February 11, 2019

**SUBJ:** Request for Board of Commissioners' Consideration: Appointment of the Home and Community Care Block Grant Advisory Committee and Lead Agency

Please accept the attached list as nominations for the Home and Community Care Block Grant Advisory Committee for FY 2020. I also recommend that the Watauga County Project on Aging be appointed as the Lead Agency.

**HOME AND COMMUNITY CARE BLOCK GRANT  
ADVISORY COMMITTEE FY 2020**

**LEAD AGENCY**

Angie Boitnotte, Director  
132 Poplar Grove Connector, Suite A  
Boone, NC 28607

Watauga County Project on Aging  
265-8090  
angie.boitnotte@watgov.org

**ADVISORY COMMITTEE**

**NAME**

**REPRESENTING**

Perry Yates  
789 Stadium Dr.  
Boone, NC 28607

Watauga County Board of Commissioners  
265-5650  
perry.yates@watgov.org

Nicole Hiegl  
Area Agency on Aging  
468 New Market Blvd.  
Boone, NC 28607

High Country Council of Governments  
265-5434 ext. 122  
nhiegl@regiond.org

Linda Bretz, RN  
PO Box 2528  
Boone, NC 28607

Gentiva Home Health  
266-1166  
lindabretz@gentiva.com

Vanessa Brumfield, Consumer Relations Team Lead  
895 State Farm Rd., Suite 507  
Boone, NC 28607

Vaya Health  
1-800-893-6246, ext. 4401  
vanessa.brumfield@vayahealth.com

Jennifer Greene, Health Director  
126 Poplar Grove Connector  
Boone, NC 28607

Appalachian District Health Department  
264-4995  
jen.greene@apphealth.com

Murray Hawkinson, Watauga Clinical Site Director  
132 Poplar Grove Connector, Suite B  
Boone, NC 28607

Daymark Recovery Services  
264-8759  
mhawkinson@daymarkrecovery.org

Tom Hughes, Director  
132 Poplar Grove Connector, Suite C  
Boone, NC 28607

Watauga County Department of Social Services  
265-8100  
tom.hughes@watgov.org

Margie Mansure, Family & Consumer Ed. Agent  
971 West King St.  
Boone, NC 28607

Cooperative Extension  
264-3061  
margie\_mansure@ncsu.edu

Pat Coley  
P. O. Box 307  
Blowing Rock, NC 28605

Senior Citizen (STHL Delegate)  
295-3556  
patcoley@bellsouth.net

Kat Danner  
280 Foster Circle  
Boone, NC 28607

Senior Citizen  
264-7985 or 773-0682  
dannerk@charter.net

Sherry Harmon  
196 Phillips Branch Rd.  
Vilas, NC 28692

Senior Citizen  
297-3828  
sherry.harmon@gmail.com

Gail Hawkinson  
714 Queen St.  
Boone, NC 28607

Senior Citizen  
264-1774  
hawkmg@boone.net

Bob Parker  
P. O. Box 925  
Blowing Rock, NC 28605

Senior Citizen  
265-6390  
bobcat.p@hotmail.com

Dr. Ed Rosenberg  
220 Sorrento Forest Dr.  
Blowing Rock, NC 28605

Senior Citizen (STHL Alternate)  
262-6146 (w)  
RosenbergE@appstate.edu

Betty Wyse  
314 Meadowview Dr., Apt. 401  
Boone, NC 28607

Senior Citizen  
264-5482

Updated: 02/11/19

**AGENDA ITEM 10:**

**PROJECT ON AGING MATTERS**

***B. Request for Acceptance of the FY 2019 SHIIP/MIPPA Grant/Contract***

**MANAGER’S COMMENTS:**

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Seniors' Health Insurance Information Program (SHIPP). The grant is in the amount of \$1,816 with no local match required.

Action is requested to accept the MIPPA grant in the amount of \$1,816 to expand low income subsidy outreach and to upgrade technology used for SHIIP counseling and activities.



# Watauga County Project on Aging

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

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto:angie.boitnotte@watgov.org)

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

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** February 12, 2019

**SUBJ:** Request for Board of Commissioners' Consideration – Acceptance of the FY 2019 SHIIP MIPPA Grant/Contract

The Project on Aging is eligible to receive a MIPPA (Medicare Improvements for Patients and Providers Act) grant from the Senior's Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant amount is \$1,816 and does not require a local match.

The funds are to be used to expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics in non-traditional locations such as dialysis centers, libraries, churches, or senior housing complexes throughout the community. Remaining monies will be used for supplies for LIS outreach and education.

I recommend acceptance of these funds and will be present for questions or discussion.

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Grant Name: Medicare Improvements for Patients and Providers Act  
Federal Awarding Agency: US Department of Health & Human Services,  
Administration for Community Living

CFDA #	93.071	Cost Center:	Fiscal Year:	2018-2019
Grant Award #	1801NCMISH-00	16001659g8	Award Amount \$	1,816.00
Performance Period:	10/1/2018 - 9/29/2019		Federal Award Date:	9/24/18
Account #	536405		Total Award Amount \$	1,816.00

Contract Between	Subrecipient:
<b>Recipient:</b>	Name: Watauga Co Proj on Aging/LEH Sr Ctr
State of North Carolina	County: Watauga
Department of Insurance	Tax ID/FIN# 56-6001816
SHIIP Division	DUNS # 89988216

This Contract and its attachments shall be completed and returned to the Recipient within 45 days of receiving the electronic document in order for the Recipient to process the award and provide funds to the Subrecipient. The Subrecipient shall provide the Recipient with progress reports and a final report detailing the Subrecipient's use of State funds.

**1. Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:

- (1) This Contract;
- (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
- (3) Statement of Work (Attachment B)
- (4) Line Item Budget and Budget Narrative (Attachment C)
- (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)
- (6) Certification of Eligibility Under the Iran Divestment Act (Attachment E)

These documents constitute the entire agreement between the Parties and supersede all prior statements or agreements.

**2. Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Subrecipient's Duties:** The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIIP functions shall be returned to the Recipient in good working order. The



11. **Disbursements:** As a condition of this Contract, the Subrecipient acknowledges and agrees to make disbursements in accordance with the following requirements:
  - a. Implement adequate internal controls over disbursements;
  - b. Pre-audit all vouchers presented for payment to determine:
    - Validity and accuracy of payment;
    - Payment due date;
    - Adequacy of documentation supporting payment; and
    - Legality of disbursement;
  - c. Assure adequate control of signature stamps/plates;
  - d. Assure adequate control of negotiable instruments; and
  - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
  
12. **Outsourcing:** The Subrecipient certifies that it has identified to the Recipient all jobs related to the Contract that have been outsourced to other countries, if any. Subrecipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Recipient.
  
13. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
  
14. **Audit:** The Recipient reserves the right to conduct an audit through the NCSMP Program Director. The Subrecipient must permit access to records and financial statements by the audit staff of Recipient as necessary.
  
15. **Federal Certifications:** The Subrecipient agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
  - A. Certification Regarding Lobbying.
  - B. Certification Regarding Department.
  - C. Certification Regarding Drug-Free Workplace Requirements.

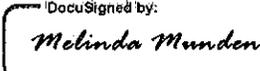
16. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**Subrecipient:**

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

DATE: \_\_\_\_\_

**Division of SHIP,**

BY:  \_\_\_\_\_  
Melinda Munden

DATE: 02/11/2019

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

DATE: \_\_\_\_\_

**Contract is not executed until last signature is obtained.**

Reviewed by: 

Controller's Office Review:

**Attachment A**  
**General Terms and Conditions**

**DEFINITIONS**

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

- (1) "Recipient" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Recipient" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Recipient to the Office of the State Auditor that states that the Subrecipient has met the reporting requirements established by this Subchapter and included a statement of certification by the Recipient and copies of the submitted Subrecipient reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the Recipient, Subrecipient, and subrecipient.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to

individuals for Medicare and Medicaid patient services.

- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by a Recipient, Subrecipient, or subrecipient to carry out activities whereby the grantor anticipates no programmatic involvement with the Subrecipient or subrecipient during the performance of the grant.
- (10) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Subrecipient" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or

collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

- (17) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a Subrecipient or from another subrecipient but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

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

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

**Subrecipients:** The Subrecipient has the responsibility to ensure that all subrecipients, if any, provide all information necessary to permit the Subrecipient to comply with the standards set forth in this Contract.

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

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

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

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

**Ineligible Vendors:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

### Indemnity

**Indemnification:** The Subrecipient agrees to indemnify and hold harmless the Recipient, the State of North

Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subrecipient in connection with the performance of this Contract to the extent permitted by law.

### **Default and Termination**

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

**Termination Without Cause:** The Recipient may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Recipient, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

**Termination for Cause:** If, through any cause, the Subrecipient shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Recipient shall have the right to terminate this Contract by giving written notice to the Subrecipient and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Subrecipient under this Contract shall, at the option of the Recipient, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Subrecipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of the Subrecipient's breach of this agreement, and the Recipient may withhold any payment due the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Recipient from such breach can be determined.

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

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

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

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

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Recipient determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Recipient may require to ensure compliance.

**Executive Order # 24:** "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

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

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

**Intellectual Property Rights**

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

**Compliance with Applicable Laws**

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

**Equal Employment Opportunity:** The Subrecipient shall comply with all federal and state laws relating to equal employment opportunity.

**Confidentiality**

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

**Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7. Additionally, as the State funding authority, the Recipient and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written

consent of the Recipient. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

**Miscellaneous**

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

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

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

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

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

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Recipient. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Subrecipient agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Recipient for loss of, or damage to, such property. At the termination of this Contract, the Subrecipient shall contact the Recipient for instructions as to the disposition of such property and shall comply with these instructions.

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

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

**Advertising:** The Subrecipient shall not use the award of this Contract as a part of any news release or commercial advertising, except as allowed in Attachment B.

## Attachment B

For the period 10/1/2018 - 9/29/2019

### Statement of Work

**Subrecipient:** Watauga Co Proj on Aging/LEH Sr Ctr

This statement should be a short summary describing what the Subrecipient does and how the Subrecipient will use these funds. The terms of the contract between the SHIIP office and the agencies require local programs meet these goals for the contract period. The uses of these funds are not limited to but MUST include the following activities:

1. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics during the period 10/1/2018 through 9/29/2019; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
2. Display Monthly Prevention and Wellness Campaign Posters in your respective agency and at SHIIP outreach events during the reporting period, i.e., health fairs, awareness events, etc.;
3. Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner through the STARS website;
4. Work with the Area Agency on Aging in your area to conduct outreach events in the county.

13 2019

Subrecipient Response to Scope of Work:

We will use this MIPPA grant money to expand LIS outreach and enrollment by conducting no less than 4 enrollment clinics at non-traditional locations such as dialysis centers, churches, or senior housing complexes throughout the community. These clinics will be held between 10/1/2018 and 9/29/2019.

We will also promote LIS enrollment at a minimum of 4 health fairs in the community. We will post the monthly health awareness posters at each event and at the senior center. We will also schedule special speakers for each monthly awareness campaign at the senior center and ensure we post resource information about LIS enrollment at each presentation.

We will submit all client contacts and public and media outreach forms through the STARS website in a timely manner.

Finally, we will work with AAA to conduct outreach events by making sure that we contact them about all events and encourage them to participate in these events and to broadcast these events through their sources also.

In Process

## Attachment C

For the period 10/1/2018 - 9/29/2019

# Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIP Subrecipient, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIP functions shall be returned to the Recipient in good working order.

All budgets must be approved by the Recipient.

**Subrecipient Name:** Watauga Co Proj on Aging/LEH Sr Ctr **Award Amount:** \$ 1,816.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount.  
Is this required by your local government?

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Budget	Amount
Contractual	
Construction	
Supplies	1500.00
Equipment	
Other	
Travel	316.00
Personnel	
Fringe	
<b>Total</b>	<b>1,816.00</b>

Written description of planned expenditures:

We will use the funds to pay for travel to the SHIP Coordinator's conference in July, we will also purchase paper, toner, and other supplies needed for enrollment and outreach, and finally, we will purchase materials needed for outreach such as markers, door prizes for outreach giveaways, and so forth.

**Attachment D**  
**Certifications Regarding, Drug-Free Work-Place; Lobbying; and**  
**Debarment, Suspension and Other Responsibility Matters**

**1. Drug-Free Work-Place**

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Subrecipient's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the Recipient, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Recipient on whose grant activity the convicted employee was working.
- Notices shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Subrecipient certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

## 2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

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

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

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

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

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

## 3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

### (a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

**(b) Lower Tier Covered Transactions**

The applicant agrees by submitting this proposal that it will include, without modification, **the following clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction"** (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subrecipients and/or contractors) and in all solicitations for lower tier covered transactions:

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<b>Signature of Authorized Certifying Official</b>	<b>Title</b>
<b>Subrecipient Name</b> Watauga Co Proj on Aging/LEH Sr Ctr	<b>Date Submitted</b>

All Participants: Enter any necessary notes throughout the process in the comments box below. Comments are not part of the contract.

Please do not enter anything below as it will only restart the process. Thank you.

Please do not enter anything here as it will only restart the process. Thank you.

In Process

**AGENDA ITEM 10:**

**PROJECT ON AGING MATTERS**

***C. North Carolina Senior Tar Heel Legislature (STHL) Appointment Requests***

**MANAGER'S COMMENTS:**

Ms. Boitnotte will present recommendations for appointments to the NC STHL. Each County in the State has a delegate and an alternate. Ms. Pat Coley, who currently serves as the delegate, and Dr. Ed Rosenberg, who currently serves as the alternate, are interested in continuing to serve as the delegate and alternate, respectively. In that this is the first reading, you may delay action or waive your policy and make the appointments as presented.

Direction from the Board is requested.



# Watauga County Project on Aging

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

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto:angie.boitnotte@watgov.org)

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

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** February 11, 2019

**SUBJ:** Request for Board of Commissioners' Consideration: NC Senior Tar Heel Legislature Reappointments

The Senior Tar Heel Legislature (STHL) was created by an act passed by the NC General Assembly in 1993. The NC STHL serves as a representative body of citizens who voice the needs of older adults to the General Assembly. Each county has a delegate and an alternate who represent the older adults in their home county. The STHL also serves as the Advisory Committee on Aging for the High Country Council of Governments.

I have included information submitted by the High Country Council of Governments for the current Delegate and Alternate for your information. Pat Coley, who has served as the Alternate since 2006 and the Delegate since 2010, is interested in continuing to serve as the Delegate. Dr. Ed Rosenberg, who has served as the Alternate since 2010, is interested in continuing to serve as the Alternate on the NC Senior Tar Heel Legislature/Advisory Committee on Aging.

I plan to be present for discussion or questions.

**Reappointment Form**  
**North Carolina Senior Tar Heel Legislature**  
**( X ) Delegate or ( ) Alternate**

Name of Nominee: Pat Coley

Mailing Address: PO Box 307, Blowing Rock, NC 28605

County of Residence: Watauga

Phone Number (including area code): 828-295-3556

Fax Number (including area code): 828-264-2060 (Watauga County Project on Aging)

E-mail Address: No Email

Date of Birth: 8/25/1937

Appointed: January 2006

Submitted by: Angie Boitnotte, Director  
Watauga County Project on Aging

2019-2021 Reappointment Approved:

**Reappointment Form**  
**North Carolina Senior Tar Heel Legislature**  
**( ) Delegate or ( X ) Alternate**

Name of Nominee: Dr. Ed Rosenberg

Mailing Address: ASU Box 32115, Boone, NC 28608

County of Residence: Watauga

Phone Number (including area code): 828-262-6146

Fax Number (including area code): 828-264-2060 (Watauga County Project on Aging)

E-mail Address: rosenberge@appstate.edu

Date of Birth: 4/28/1949

Appointed: July 2010

Submitted by: Angie Boitnotte, Director  
Watauga County Project on Aging

2019-2021 Reappointment Approved:

**AGENDA ITEM 11:**

**TAX MATTERS**

***A. Monthly Collections Report***

**MANAGER'S COMMENTS:**

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

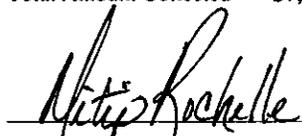
The reports are for information only; therefore, no action is required.

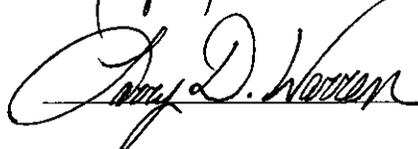
**Monthly Collections Report****Watauga County**

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

Monthly Report January 2019

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<b>General County</b>					
Taxes 2018	5,444,011.25	74.93%	29,111,818.82	94.12%	93.99%
Prior Year Taxes	15,132.56		235,283.42		
Solid Waste User Fees	373,096.98	66.18%	2,375,324.03	92.57%	92.72%
Green Box Fees	405.15	NA	3,049.67	NA	NA
<b>Total County Funds</b>	<b>\$5,832,645.94</b>		<b>\$31,725,475.94</b>		
<b>Fire Districts</b>					
Foscoe Fire	82,885.53	75.84%	435,293.61	94.26%	94.59%
Boone Fire	125,258.79	71.53%	838,648.66	94.35%	94.66%
Fall Creek Service Dist.	2,082.19	69.73%	8,548.64	90.42%	85.89%
Beaver Dam Fire	13,681.40	56.39%	92,040.00	89.77%	90.03%
Stewart Simmons Fire	64,525.26	76.44%	208,396.57	91.23%	91.95%
Zionville Fire	17,693.82	67.19%	104,828.99	92.37%	91.07%
Cove Creek Fire	33,620.03	62.73%	216,521.93	91.53%	92.65%
Shawneehaw Fire	15,727.41	70.51%	90,523.88	93.23%	91.17%
Meat Camp Fire	26,668.69	60.80%	188,397.91	91.63%	91.17%
Deep Gap Fire	27,804.20	67.50%	173,506.00	92.74%	92.53%
Todd Fire	10,163.72	71.42%	57,250.00	93.33%	92.75%
Blowing Rock Fire	76,704.75	75.58%	454,291.42	94.81%	93.75%
M.C. Creston Fire	1,103.34	57.39%	5,280.41	86.44%	83.72%
Foscoe Service District	9,934.86	75.52%	70,256.52	95.61%	95.17%
Beech Mtn. Service Dist.	1,002.20	78.05%	1,323.44	82.49%	59.59%
Cove Creek Service Dist.	225.15	100.00%	324.15	100.00%	100.00%
Shawneehaw Service Dist	618.88	39.44%	5,361.50	84.90%	90.05%
	<b>\$507,618.03</b>		<b>\$2,942,244.99</b>		
<b>Towns</b>					
Boone	1,127,211.06	83.60%	5,607,579.45	96.10%	96.28%
Municipal Services	15,439.60	73.96%	126,484.22	95.89%	91.68%
Boone MV Fee	NA	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA	NA
<b>Total Town Taxes</b>	<b>\$1,142,650.66</b>		<b>\$5,734,063.67</b>		
<b>Total Amount Collected</b>	<b>\$7,482,914.63</b>		<b>\$40,401,784.60</b>		

 Tax Collections Director

 Tax Administrator

**AGENDA ITEM 11:**

**TAX MATTERS**

***B. Refunds and Releases***

**MANAGER'S COMMENTS:**

Mr. Warren will present the Refunds and Releases Reports. Board action is required to accept the Refunds and Releases Reports.

01/31/2019 15:05  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 01/01/2019 TO 01/31/2019

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1500717 COMBS, DANA BURK P. O. BOX 339 VILAS, NC 28692	RE 2014	18474	01/31/2019			9,900 F07	4.95
	1982-42-7770-000			F07		G01	30.99
	REFUND RELEASE INCORRECT SQUARE FOOTAGE OCTAGONAL HOME				6743		35.94
1500717 COMBS, DANA BURK P. O. BOX 339 VILAS, NC 28692	RE 2015	18481	01/31/2019			9,900 F07	4.95
	1982-42-7770-000			F07		G01	30.99
	REFUND RELEASE INCORRECT SQUARE FOOTAGE OCTAGONAL HOME				6742		35.94
1500717 COMBS, DANA BURK P. O. BOX 339 VILAS, NC 28692	RE 2016	18505	01/31/2019			9,900 F07	4.95
	1982-42-7770-000			F07		G01	30.99
	REFUND RELEASE INCORRECT SQUARE FOOTAGE OCTAGONAL HOME				6741		35.94
1500717 COMBS, DANA BURK P. O. BOX 339 VILAS, NC 28692	RE 2017	18656	01/31/2019			9,900 F07	4.95
	1982-42-7770-000			F07		G01	34.95
	REFUND RELEASE INCORRECT SQUARE FOOTAGE OCTAGONAL HOME				6740		39.90
1500717 COMBS, DANA BURK P. O. BOX 339 VILAS, NC 28692	RE 2018	18770	01/31/2019			9,900 F07	4.95
	1982-42-7770-000			F07		G01	34.95
	REFUND RELEASE INCORRECT SQUARE FOOTAGE OCTAGONAL HOME				6739		39.90
1753800 FINCH, JASON C 314 MAJESCO DR BOONE, NC 28607	RE 2018	42110	01/31/2019			0 F09	71.35
	2913-64-1424-000			F09		G01	503.73
	TAX RELEASES				6737	SWF	160.00
	PROPERTY WAS SEIZED BY US GOVERNMENT PER FEDERAL JUDGMENT THEREBY EXEMPT						735.08
1077122 HICKS, JOE W. HICKS, SUE M. 717 SPICE CREEK RD BANNER ELK, NC 28604-8336	RE 2018	13441	01/31/2019			74,650 FS8	37.33
	1951-83-2005-000			FS8		G01	263.51
	REFUND RELEASE OWNERS RECEIVE SENIOR EXEMPTION SINCE 2015				6738		300.84
1640349 MOODY, STEVEN E 422 LINVILLE CREEK RD VILAS, NC 28692	RE 2018	21082	01/31/2019			181,100 F07	90.55
	1991-57-1572-000			F07		G01	639.28
	REFUND RELEASE PROPERTY IS IN THE PRESENT USE PROGRAM				6734		729.83

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Larry.Warren

WATAUGA COUNTY  
RELEASES - 01/01/2019 TO 01/31/2019

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1583658 SEATZ, BOBBY D SEATZ, LINDA P 552 SEATS RD TODD, NC 28684-9204	PP 2017 25 ELDERLY OR DISABLED EXEMPTION EQUIPMENT IN ASHE	7	01/31/2019	F11	6729	0 F11 G01 F11L G01L	5.52 27.82 .55 2.78 <hr/> 36.67
1583658 SEATZ, BOBBY D SEATZ, LINDA P 552 SEATS RD TODD, NC 28684-9204	PP 2018 25 TAX RELEASES EQUIPMENT IN ASHE	7	01/31/2019	F11	6730	0 F11 G01 F11L G01L	4.96 25.03 .50 2.50 <hr/> 32.99
1631109 STREAMSIDE HOLDINGS LLC 109 MIDDLE LANE WILMINGTON, NC 28411	RE 2018 1951-07-8486-000 TAX RELEASES PARCEL SHOULD HAVE BEEN DEACTIVATED	13201	01/31/2019	F03	6728	0 F03 G01	7.75 54.72 <hr/> 62.47
1561217 TERMINIX COMPANY PO BOX 14009 GREENSBORO, NC 27415	PP 2017 2566 TAX RELEASES	1000326	01/31/2019	F07	6735	0 F07 G01	9.05 63.89 <hr/> 72.94
1561217 TERMINIX COMPANY PO BOX 14009 GREENSBORO, NC 27415	PP 2018 2566 TAX RELEASES	1161	01/31/2019	F07	6736	0 F07 G01	9.05 63.89 <hr/> 72.94
1525510 WALLACE, EMORY 218 WADE LOOKABILL DR BOONE, NC 28607-9647	RE 2019 2923-13-5450-000 TAX RELEASES RELEASED AND REBILLED FOR CORRECT VALUE	1000003	01/31/2019	F09	6731	0 F09 G01	2.04 14.40 <hr/> 16.44
1525510 WALLACE, EMORY 218 WADE LOOKABILL DR BOONE, NC 28607-9647	RE 2019 2923-13-5450-000 TAX RELEASES RELEASED AND REBILLED FOR CORRECT VALUE	1000004	01/31/2019	F09	6732	0 F09 G01	2.04 14.40 <hr/> 16.44
1525510 WALLACE, EMORY 218 WADE LOOKABILL DR BOONE, NC 28607-9647	RE 2019 2923-13-5450-000 TAX RELEASES RELEASED AND REBILLED FOR CORRECT VALUE	1000005	01/31/2019	F09	6733	0 F09 G01	2.04 12.77 <hr/> 14.81
DETAIL SUMMARY	COUNT: 16	RELEASES - TOTAL				305,250	2,279.07

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 Larry.Warren

WATAUGA COUNTY  
 RELEASES - 01/01/2019 TO 01/31/2019

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2014	RE	F07	COVE CREEK FIRE RE	4.95
2014	RE	G01	WATAUGA COUNTY RE	30.99
			2014 TOTAL	35.94
2015	RE	F07	COVE CREEK FIRE RE	4.95
2015	RE	G01	WATAUGA COUNTY RE	30.99
			2015 TOTAL	35.94
2016	RE	F07	COVE CREEK FIRE RE	4.95
2016	RE	G01	WATAUGA COUNTY RE	30.99
			2016 TOTAL	35.94
2017	RE	F07	COVE CREEK FIRE RE	4.95
2017	RE	G01	WATAUGA COUNTY RE	34.95
2017	PP	F07	COVE CREEK FIRE PP	9.05
2017	PP	F11	TODD FIRE PP	5.52
2017	PP	F11L	TODD FIRE LATE LIST	.55
2017	PP	G01	WATAUGA COUNTY PP	91.71
2017	PP	G01L	WATAUGA COUNTY LATE LIST	2.78
			2017 TOTAL	149.51
2018	RE	F03	FALL CREEK FIRE DISTRICT	7.75
2018	RE	F07	COVE CREEK FIRE RE	95.50
2018	RE	F09	MEAT CAMP FIRE RE	71.35
2018	RE	FS8	SHAWNEEHAW SERV DIST RE	37.33
2018	RE	G01	WATAUGA COUNTY RE	1,496.19
2018	RE	SWF	SANITATION USER FEE	160.00
2018	PP	F07	COVE CREEK FIRE PP	9.05
2018	PP	F11	TODD FIRE PP	4.96
2018	PP	F11L	TODD FIRE LATE LIST	.50
2018	PP	G01	WATAUGA COUNTY PP	88.92
2018	PP	G01L	WATAUGA COUNTY LATE LIST	2.50
			2018 TOTAL	1,974.05
2019	RE	F09	MEAT CAMP FIRE RE	6.12
2019	RE	G01	WATAUGA COUNTY RE	41.57
			2019 TOTAL	47.69
			SUMMARY TOTAL	2,279.07

01/31/2019 15:05  
 Larry.Warren

WATAUGA COUNTY  
 RELEASES - 01/01/2019 TO 01/31/2019

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 tncraprt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
F03	2018	F03	FALL CREEK FIRE DISTRICT	7.75
F03	2018	G01	WATAUGA COUNTY RE	54.72
			F03 TOTAL	62.47
F07	2014	F07	COVE CREEK FIRE RE	4.95
F07	2014	G01	WATAUGA COUNTY RE	30.99
F07	2015	F07	COVE CREEK FIRE RE	4.95
F07	2015	G01	WATAUGA COUNTY RE	30.99
F07	2016	F07	COVE CREEK FIRE RE	4.95
F07	2016	G01	WATAUGA COUNTY RE	30.99
F07	2017	F07	COVE CREEK FIRE PP	14.00
F07	2017	G01	WATAUGA COUNTY PP	98.84
F07	2018	F07	COVE CREEK FIRE RE	104.55
F07	2018	G01	WATAUGA COUNTY RE	738.12
			F07 TOTAL	1,063.33
F09	2018	F09	MEAT CAMP FIRE RE	71.35
F09	2018	G01	WATAUGA COUNTY RE	503.73
F09	2018	SWF	SANITATION USER FEE	160.00
F09	2019	F09	MEAT CAMP FIRE RE	6.12
F09	2019	G01	WATAUGA COUNTY RE	41.57
			F09 TOTAL	782.77
F11	2017	F11	TODD FIRE PP	5.52
F11	2017	F11L	TODD FIRE LATE LIST	.55
F11	2017	G01	WATAUGA COUNTY PP	27.82
F11	2017	G01L	WATAUGA COUNTY LATE LIST	2.78
F11	2018	F11	TODD FIRE PP	4.96
F11	2018	F11L	TODD FIRE LATE LIST	.50
F11	2018	G01	WATAUGA COUNTY PP	25.03
F11	2018	G01L	WATAUGA COUNTY LATE LIST	2.50
			F11 TOTAL	69.66
FS8	2018	FS8	SHAWNEEHAW SERV DIST RE	37.33
FS8	2018	G01	WATAUGA COUNTY RE	263.51
			FS8 TOTAL	300.84
			SUMMARY TOTAL	2,279.07

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**AGENDA ITEM 11:**

**TAX MATTERS**

***C. Tax Lien Report***

**MANAGER'S COMMENTS:**

Mr. Warren will review the Tax Lien Report. Board action is requested to accept the report listing delinquent tax bills that are liens on real property and to authorize the advertisement of such liens.

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**AGENDA ITEM 12:**

**PROPOSED REALLOCATION OF RURAL OPERATING ASSISTANCE PROGRAM (ROAP) FUNDS**

**MANAGER'S COMMENTS:**

Ms. Misty Watson, Finance Director, will inform the Board of the reallocation of \$4,000 recommended from the ROAP Committee. Funds were shifted from the Watauga County DSS Elderly and Disabled Transportation Assistance Program to Watauga Opportunities.

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



## WATAUGA COUNTY FINANCE OFFICE

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

### MEMORANDUM

**TO:** Deron Geouque, County Manager  
**FROM:** Misty Watson, Finance Director  
**SUBJECT:** Rural Operating Assistance Program (ROAP)  
**DATE:** February 19, 2019

The ROAP Committee voted to reallocate \$4,000 in funds of the Watauga County DSS Elderly and Disabled Transportation Assistance Program to Watauga Opportunities, Inc. to use for transportation for their clients. The ROAP Committee also approved to reallocate \$4,000 in funds of the Watauga POA Elderly and Disabled Transportation Assistance Program to AppalCART to cover the cost of in-town complimentary paratransit services. These transfers will allow Watauga County to pull down all the funding associated with the Elderly and Disabled Transportation Services portion of the ROAP grant.

**AGENDA ITEM 13:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Community Recreation Center Change Order #2***

At the September 18, 2018 meeting, the Board approved Change Order #1 for the preliminary Guaranteed Maximum Price (GMP). Change Order # 2 formalizes the final GMP based on receipt of final bids. This information was presented to the Board on January 15, 2019. Please note that the Change Order does not include the full amount discussed at the meeting. The additional funds will be allocated once the building pad is completed and steel erection has begun. This approach was taken to have a complete understanding of the costs associated with the soil remediation. Change Order #2 **does not** increase the budget.

Board action is requested to approve Change Order # 2 as presented.





BY (Signature)

Chadwick S Roberson, AIA

(Typed name)

1/21/19

DATE

BY (Signature)

David Fey

(Typed name)

1/22/19

DATE

BY (Signature)

(Typed name)

DATE

## CLARIFICATIONS & QUALIFICATIONS

*Our 100% Construction Document proposal is in general accordance with the Clark Nexsen documents dated November 29, 2018 with the following exceptions and clarifications:*

- 3D Revit model for Architectural takeoff
- PR7 is not included in PCO log (See attachment)
- Pricing log and budget tracker pricing supersedes current drawing revisions and discrepancies between the construction documents and these attachments will be handled as change orders in the future.

### DIVISION 1 - General Conditions

#### Supervision

- Harper supervision including Senior Project Manager, Project Manager, Field Superintendent, Foreman based upon a (78) week construction schedule.

#### Temporary Facilities & Construction

- Temporary power and water usage costs. Assuming temporary construction power from power company overhead lines can be utilized
- Temporary Fire Extinguishers
- Temporary Protection
- Portable toilets
- Set up and breakdown jobsite office and storage trailer
- We have included a temporary construction fence around the perimeter of the building

#### Equipment

- Jobsite office and storage trailer Rental
- Jobsite technology, phones, and office equipment, Procore software
- BIM costs have been included
- Fuel and Oil

#### Waste Management and Cleanup

- Clean up of construction area and construction waste management services over duration of project and at final completion.
- Final building cleaning

# HARPER | GENERAL CONTRACTORS

Design Fees and Misc. Expenses

Watauga County  
Community Recreation Center  
100% Construction Documents Proposal  
January 15, 2019

- Field office supplies, safety supplies, printing, and shipping/postage.
- Includes all field engineering required to construct the building
- Design fees are not included
- Third party geotechnical and material testing is not included
- Chapter 17 special inspections are not included
- Asbestos survey of the existing facilities to be demolished is not included

## Permits, Licenses and Fees

- Includes builders risk insurance
- Includes business license, AGC fee and Procore fees
- Includes performance and payment bond

## DIVISION 2 - Sitework

### Grading

- Construction staking & layout
- Erosion control
  - Silt fence
  - Stone construction entrance
  - Temporary grassing
- Demolition
  - Existing curb
  - Four existing structures
  - Tennis courts
  - Chain link fencing
  - Existing asphalt paving in two phases
- Earthwork
  - Strip topsoil
  - Onsite cut & fill
  - Haul in of structural fill to raise site
  - Fine grade
  - Re-spread topsoil
  - An allowance of \$100,000 has been included for dewatering the site.
- Deep foundations
  - Approximately 485 unreinforced concrete piles also known as rigid inclusions
  - Approximately 105 rigid inclusions for competition pool slab & foundation support
  - Cleanup, fine grade and haul off spoils during and after completion of the deep foundations.

#### Storm Drainage

- Foundation Drain Stone & Pipe
- Storm Drain structures
- Nyloplast basins
- 15" HDPE
- 18" HDPE
- 24" HDPE
- 12" HDPE roof drain piping

#### Paving

- Curb & gutter
- Light duty paving
  - 8" ABC stone base
  - 2" 9.5B asphalt surface
- Heavy duty paving
  - 8" ABC base
  - 2" I-19 asphalt binder
  - 1.5" 9.5B asphalt surface
- Pavement markings

#### Exterior Concrete and Walkways

- Concrete dumpster pad including fencing
- Concrete sidewalks

#### Water & Sewer

- 6" Ductile iron fire main piping
- Fire Hydrant
- Fire protection riser into building
- 2" Domestic Water Service
- 8" Sanitary sewer service line
- Sanitary sewer manholes

#### Landscape

- Landscaping plant material as specified in plant list
- Seeding of disturbed areas not covered by plantings

## DIVISION 3 - Concrete

- Foundations and Concrete formwork
- 4" Stone base with 4" thick interior slab on grade to consist of 4000psi concrete
- Includes 5" thick, 4,000psi normal weight at 2<sup>nd</sup> level
- Includes pouring and placing of pan stairs
- Includes forming and pouring of elevator pit
- Includes concrete pool deck
- Includes concrete bleacher pads at competition pool viewing area
- Includes surge tanks and footings for water features at the pool areas.
- Accessories including reinforcing, vapor barrier, expansion joint, Welded wire mesh

## DIVISION 4 - Masonry

Masonry package includes:

- Block - 6" and 8" Lt. Wt., Std. gray
- Block Mortar -Type S, Std. gray
- Grout Fill, 3000 psi
- Rebar material and placement
- Stone veneer on building exterior and interior
- Mortar - Type S
- Sand - Masonry, White
- Architectural Precast where indicated
- Anchors
- Rigid insulation
- Thru wall flashing where indicated
- Weeps

## DIVISION 5 - Metals

Structural steel package includes:

- Structural Steel: Approx. 794 tons of structural steel consisting of the following:
  - Columns & baseplates
  - Beams
  - Braced frames
  - Mezzanine framing
  - Elevated Track framing
  - CMU wall bracing
  - 2-coat Tnemec shop applied primer system as indicated

- Joist and Deck: Approx. 134 tons of girders, joists and bridging provided by approved substitution Canam
  - 12 squares of 1" UF1X heavy duty centering 27" wide 20 ga G90 galvanized form deck
  - 384 squares of 4.5" JCA Cellular acoustic roof deck with stiffeners 18/18GA G90 galvanized clear top coated and white bottom coated with Akzo 9X-444 epoxy primer (0.3 mil DFT) and a Tnemec 161 white epoxy primer (2-4mil DFT) and the deck has a NRC value of 1.0. Acoustic batts will be poly encapsulated.
  - 226 squares of 2" LOK floor composite floor deck 36" wide 20 GA white bottom coated composite deck
  - 34 squares of 1.5" B roof deck 36" wide 20 ga G90 galvanized gray top, white bottom coated
  - 70 squares of 1.5" B roof deck 36" wide 18 ga G90 galvanized gray top, white bottom coated
  - 367 squares of 1.5" BA NON-cellular acoustic deck 20/20GA G90 gray primed roof deck
  
- Fabricated Miscellaneous Steel:
  - 4 each steel pan primed egress stairs to second level with picket rails
  - One ladder from stairs to roof
  - 1 each steel pan primed stair to second level with perforated metal panel railing and wall rail.
  - 86 lf of glass rail at pool viewing area by Stainless Fabricators, Inc (Boca System)
  - 864 lf of primed perforated metal railing at walking track, perforated metal panel is McNichols 18ga ½" round on 11/16" staggered pattern
  - Roof access ladders
  - Elevator sills, ladder and grating
  - Toilet partition support
  - Vanity Supports
  - Bench Supports

## DIVISION 6 - Carpentry

Includes all rough carpentry and blocking

### Casework & Millwork

- Reception room 112 desk with solid surface tops and plastic laminate face
- Work Room/Coffee Bar room 123 with plastic laminate tops and plastic laminate face
- Multi-purpose room 103 with plastic laminate tops and plastic laminate face

- Concessions room 107 with plastic laminate tops and plastic laminate face
- Locker rooms 132 and 133 solid surface tops with supports
- Party room 162 plastic laminate tops with plastic laminate face
- Restrooms & Locker Rooms solid surface tops

## DIVISION 7 - Roofing, Metal Panels, Waterproofing, Fireproofing,

### Roofing

- Standing Seam Roofing and Siding:
  - Install ice and water shield vapor barrier
  - Install 6" iso insulation mechanically attached
  - Install 24 ga Kynar finished standing seam roofing system 16"
  - Install 24 ga internal box gutter
  - Install standing seam metal wall panels to match roofing where shown
  - Install metal panel soffit
  - Furnish 20- year watertight warranty
- Low Slope Roofing
  - Install R-34.8 minimum felt and tapered iso insulation
  - Install Mechanically attached 60-mil TPO roofing system
  - Flash walls and penetrations
  - Fabricate and install 24 ga Kynar copings
  - Furnish and install walk pads ILO pavers indicated on roofing plan
  - Furnish 20-year no dollar limit warranty

### Rigid Insulation Sheathing

- Install Proguard EPS double drainage board at thin stone veneer areas
- Install Greengirt Smartci mineral wool insulation system at the standing seam metal wall panels with girts installed horizontally

### Wood Siding and Soffit

- 1x4 Vertical Wood cladding as indicated on the West and North Elevation at Pool area

### Waterproofing & Damproofing

- Install waterproofing at elevator pit
- Install damproofing where indicated on CMU

### Caulking building joints

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Community Recreation Center  
100% Construction Documents Proposal  
January 15, 2019

- Exterior vertical and horizontal joints
- Interior slab joints at pool deck

## Air Barrier exterior sheathing

- Install fluid applied air barriers on exterior sheathing and CMU where indicated
- Includes flexible membrane flashing at rough openings and standard sheathing joint treatments
- Install air barrier and spray foam insulation for Natatorium continuous vapor barrier

## DIVISION 8 – Doors, Frames and Hardware, Curtain Wall, and Storefront

### Doors, Frames & Hardware

- Hollow Metal Frames and Doors:
  - 79 each-Hollow metal frames, welded, pre-machined and standard factory primed
  - 44 each-Hollow metal doors, pre-fit, pre-machined and standard factory primed.
- Wood Doors:
  - 51 each- factory finished rotary natural Birch wood doors, pre-fit, pre-machined.
- Finish Hardware:
  - Finish hardware per hardware specifications
- Coiling Doors
  - One exterior coiling door at Loading Area
  - Two coiling shutters at the Concessions Area
- 2 each- Automatic swing door operators at main entrance Vestibule 100

### Curtainwall & Storefront

- Aluminum entrances to be wide stile storefront doors with kynar painted finish
- Glazed aluminum curtainwalls to be 2 -sided structural silicone glazed with verticals receiving fin design face covers with intermediate horizontals to be butt joints with a 2 coat kynar painted finish
- Glass and glazing for curtain wall based on 1" Clear insulating glass with Guardian SNX 62/27 low-e and glass to be tempered where required by code.

## DIVISION 9 - Finishes

### Framing, Drywall and Ceilings

- Acoustical ceilings are included where shown
- Typically, all interior walls are installed full height. All walls be 3-5/8" 20-gauge studs spaced 16" o.c. unless noted otherwise.
- Exterior framing systems to include 6" and 8" 16 ga studs where indicated.
- All exposed surfaces finished to a level four
- Drywall ceilings are included in the restrooms
- In the lobby we have included drywall ceilings and bulkheads

### Flooring

- Carpet where indicated
- Maple hardwood flooring system with vented vinyl base in Gyms 1-4 and multi-purpose room
- Rubber flooring at running track utilizing Dynamic Sports Flooring
- Rubber flooring at fitness areas utilizing Dynamic Sports Flooring
- Armstrong Standard VCT
- Ceramic tile floor, base and walls at the restrooms and locker rooms where indicated
- Porcelain tile at the Lobby area
- 4" Rubber Base

### Painting

- Gypsum wallboard walls and ceilings
- Exposed ceiling and structure
- Stairwell walls, ceilings, handrails, stair steel
- Hollow metal doors and frames

## Division 10 - Specialties

- Phenolic toilet partitions and urinal screens
- Phenolic shower compartments
- Toilet Accessories including paper towel dispensers, grab bars, 24x36 mirrors, soap dispensers, sanitary napkin disposals, and double toilet tissue dispensers.
- Phenolic Lockers, 12" x 15" x 72" single tier with plastic bases
- Fire extinguishers and fire extinguisher cabinets

## Division 11 - Equipment

- Gymnasium divider curtains have been included
- 8 each overhead mounted basketball goals have been included
- 4 each volleyball sleeve systems have been included
- 5 each scoreboards, 4 in gymnasium and 1 in competition pool area.

## Division 12 - Furnishings

- One bank of power operated telescoping bleachers, 5 rows high and approximately 48' long with plastic seats, aisles, non-slip treads, center aisle handrails, ADA compliant
- Aluminum bench seating at the Competition Pool viewing area

## Division 13 - Pools, Pool Equipment and Splash Pads

- Bulk excavation and required hand trimming of excavation for pool areas.
- Provide and install all required forms for pool construction.
- Provide and install reinforcing steel.
- Construct **shotcrete monolithic** pool structure
- Construct concrete gutter and perimeter grate recirculation system for competition pool
- Construct skimmer recirculation system with cantilever concrete coping for the recreation pool
- Install ceramic tile racing lanes and end wall markers as required.
- Apply interior pool finish.
- Provide and install complete filter and mechanical equipment per design.
- Provide and install pool sanitizing equipment.
- Provide and install water slide and water slide plumbing.
- Furnish and install all deck equipment, water feature, anchors and accessories per plans and specifications.
- Provide owner training and operation manuals.

## Division 14 - Conveying Systems

### ThyssenKrupp TKE Endura MRL 4000b Machine Room-less Elevator

- Pricing is based on non-seismic conditions
- Laminate Walls
- Handrails will be mounted on rear wall
- LED lighting
- ADA Telephones included in elevator cabs

## Division 15 - Fire Protection

- Includes complete wet pipe fire protection sprinkler system per NFPA 13.
- Proposal is based on there being adequate water to meet the fire protection demand.
- Concealed, recessed and upright heads where noted on drawings.
- No booster pump is included.
- Does not include dry pipe system or dry heads.

## Division 15 - Plumbing

- Includes full plumbing system for fixtures shown on drawings.
- Includes roof drain piping per drawing revision provided.
- Includes PVC waste below slab and cast-iron waste and vent above slab

## Division 15 - HVAC

- Includes full HVAC system as shown on the drawings.
- Exposed ductwork to be fabric duct
- Radiant floor heat as indicated on the drawings using PEX
- Ductwork in gymnasium is above the running track, floor grilles at track and ductwork under the track are excluded.

## Division 16 - Electrical

- A complete system of conduit and wire for branch wiring and feeders, overhead and underground.
- Lighting Package
- Switchgear Package
- Service entrance allowances:
  - 1200- amp service entrance of 25' from exterior electric room to transformer, underground.

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- 25' of 600-amp underground feeder to generator
- Mounting and connecting mechanical provided starters & VFD's
- Temporary power and lighting
- Fire alarm system with voice evacuation
- Public address system with 6 paging zones
- 150 kw diesel fueled generator

## ALLOWANCES

- Dewatering Site - \$100,000
- Unsuitable soil - \$50,000

## EXCLUSIONS

- All onsite and offsite material testing.
- Any onsite security personnel.
- Any impact fees for utilities
- Design Fees for architectural, structural, and civil
- Chapter 17 Special Inspections
- Materials Testing
- Asbestos survey of the existing structures to be demolished
- Removal or replacement of rock or unsuitable soils
- Cubbies
- Glass Canopy
- Visual Display Units
- Food Service Equipment
- Projections Screens
- Roller Window Shades
- Appliances
- Technologies systems such as security, card access, etc.
- Voice and data cabling
- Solar panels
- Irrigation
- Splash Pad

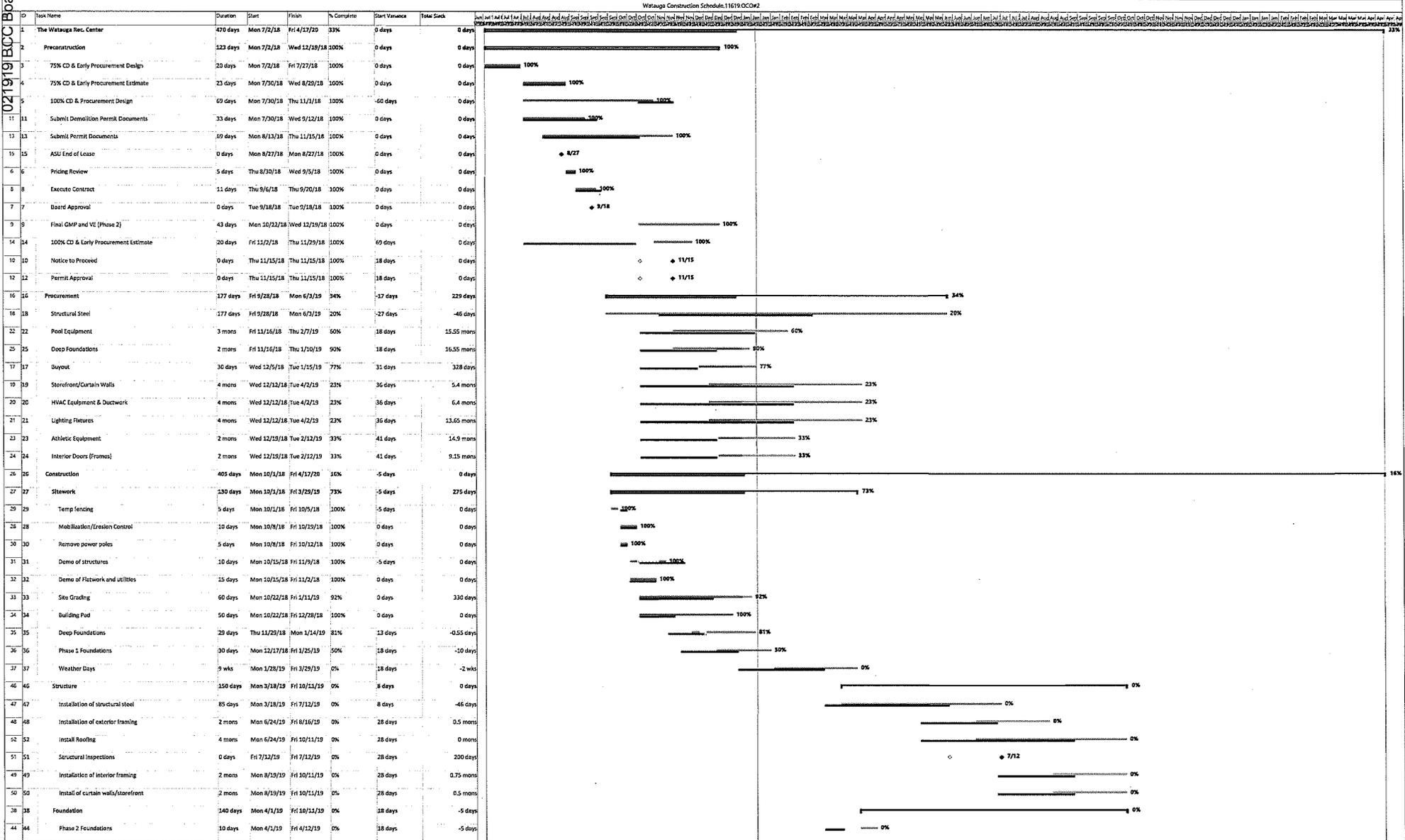
**UTILITY PROVIDER DISCLAIMER**

Harper includes only the coordination and monitoring of utility services with the different providers of electricity, telephone, cable, natural gas, sanitary sewer, domestic water, fire lines and storm drainage. We cannot predict or guarantee the costs that the utility companies may charge for providing these services. Nor can we predict or guarantee that the utility provider will meet the schedule to deliver the service to the site.

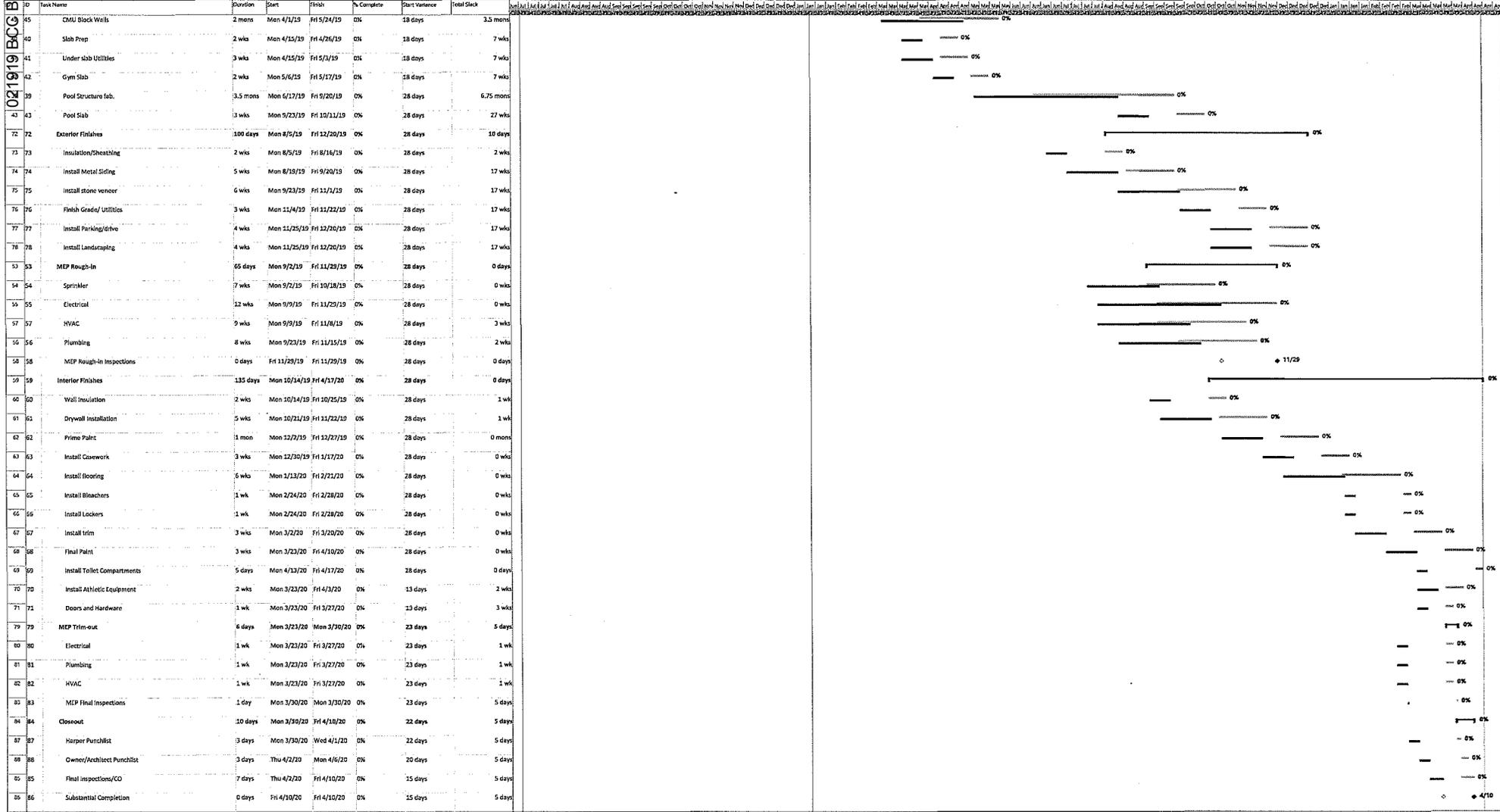
This disclaimer includes existing services that need to be discontinued, relocated or upgraded as well as new services that may be required.

In many cases the utility provider will require design information and usage contracts to be signed by the end user before they will commit to provide service or begin pre-planning for construction of the new infrastructure. In many cases, there is an unspecified cost for the design and construction of these services.

Exhibit "B"



Watauga Construction Schedule:1619.LOCOM2



## Exhibit "C"

<b>Project Cost Review</b>
----------------------------

Watauga Rec Center  
Boone, NC  
12/16/2018

Project SF: 94,353  
Starting Budget = \$34,002,576  
Revised Budget = \$33,247,597  
Target Budget = \$32,937,626  
Variance from Target \$309,971

ITEM	DESCRIPTION	VALUE	STATUS R, P, A	PENDING	ACCEPTED	REJECTED	TOTAL	COMMENTS
							<b>\$34,002,576</b>	
1	Alternate #1 Stone Veneer at Lobby	\$32,826	P	\$32,826	\$0	\$0	\$34,002,576	
2	Alternate #6 Augmented Landscape Design Scheme	\$48,475	P	\$48,475	\$0	\$0	\$34,002,576	
3	Alternate #7 Plant & Landscape Maintenance	\$19,278	P	\$19,278	\$0	\$0	\$34,002,576	
4	Alternate #12 Competition Pool and Leisure Pool Interior Wall Finish	\$94,449	P	\$94,449	\$0	\$0	\$34,002,576	Cement board on CMU
5	Alternate #13 Ipe Wall Cladding at Natatorium Viewing Area	\$76,684	P	\$76,684	\$0	\$0	\$34,002,576	No structural modifications in #
6	Alternate #14 Ipe Wood Cladding in Lobby	\$19,840	P	\$19,840	\$0	\$0	\$34,002,576	
7	Alternate #15 Ipe Ceiling on Entry Canopy	\$22,930	P	\$22,930	\$0	\$0	\$34,002,576	Need further framing details
8	Delete the tower feature including structural steel, framing, and stone veneer	(\$92,469)	A	\$0	(\$92,469)	\$0	\$33,910,107	
9	Provide Corian Group 5 reception counter ILO Tile Porcelain Counter	(\$7,675)	A	\$0	(\$7,675)	\$0	\$33,902,432	
10	Eliminate the IPE Slat Wall	(\$21,550)	A	\$0	(\$21,550)	\$0	\$33,880,882	
11	Eliminate the corridor cubbies not included in previous budgets	(\$40,850)	A	\$0	(\$40,850)	\$0	\$33,840,032	
12	Provide dampproofing ILO fluid applied air barrier at exterior CMU walls	(\$32,850)	P	(\$32,850)	\$0	\$0	\$33,840,032	Email sent to design team

## Project Cost Review

Watauga Rec Center  
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12/16/2018

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ITEM	DESCRIPTION	VALUE	STATUS R, P, A	PENDING	ACCEPTED	REJECTED	TOTAL	COMMENTS
<b>Starting Estimate</b>							<b>\$34,002,576</b>	
13	Contract with Benton Roofing for Revised Proposal Amount	(\$258,000)	A	\$0	(\$258,000)	\$0	\$33,582,032	
14	Provide two total beads of caulking for the curtainwall ILO of 3 and 4 specified	(\$31,725)	A	\$0	(\$31,725)	\$0	\$33,550,307	
15	Utilize frit glass ILO of the glazing film specified	(\$8,552)	A	\$0	(\$8,552)	\$0	\$33,541,755	
16	Clear anodized ILO of the 3 coat paint system specified	(\$61,313)	R	\$0	\$0	(\$61,313)	\$33,541,755	
17	Provide door 151A as Fire Rated HM ILO Fire Rated Storefront	(\$13,000)	R	\$0	\$0	(\$13,000)	\$33,541,755	
18	Provide ACM shadow box panel ILO shadow box and packpan currently detailed	(\$13,643)	A	\$0	(\$13,643)	\$0	\$33,528,112	
19	Provide 2 coat mica flake paint system ILO 3 coat currently specified	(\$73,200)	A	\$0	(\$73,200)	\$0	\$33,454,912	
20	Utilize one single standard 3" projection profile ILO of custom profiles currently indicated	(\$48,326)	R	\$0	\$0	(\$48,326)	\$33,454,912	
21	Utilize standard flat face cap ILO of custom profiles currently indicated	(\$80,518)	R	\$0	\$0	(\$80,518)	\$33,454,912	
22	Review Sill Flashing details to simplify bends and profile	\$0	R	\$0	\$0	\$0	\$33,454,912	
23	Provided sealed concrete ILO epoxy paint specified for storage room floors	(\$3,113)	A	\$0	(\$3,113)	\$0	\$33,451,800	
24	Eliminate thermal break paint at outriggers	(\$5,200)	P	(\$5,200)	\$0	\$0	\$33,451,800	
25	Provide Class B fire spread for lockers ILO Class A specified	(\$9,270)	A	\$0	(\$9,270)	\$0	\$33,442,530	

## Project Cost Review

Watauga Rec Center  
Boone, NC  
12/16/2018

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ITEM	DESCRIPTION	VALUE	STATUS R, P, A	PENDING	ACCEPTED	REJECTED	TOTAL	COMMENTS
<b>Starting Estimate</b>							<b>\$34,002,576</b>	
26	Owner to provide the volleyball net system, Harper to provide and install net sleeves	(\$9,932)	P	(\$9,932)	\$0	\$0	\$33,442,530	
27	Eliminate PVC jacket on plumbing insulation in concealed areas	(\$44,000)	A	\$0	(\$44,000)	\$0	\$33,398,530	
28	Provide PVC plumbing piping above slab ILO cast iron except in Plenum spaces	(\$56,750)	A	\$0	(\$56,750)	\$0	\$33,341,780	
29	Eliminate PVC jacket on exposed ductwork	(\$23,750)	A	\$0	(\$23,750)	\$0	\$33,318,030	
30	Provide VE light fixture package submitted ILO specified fixtures	(\$7,000)	A	\$0	(\$7,000)	\$0	\$33,311,030	
31	Change electrical feeders from copper to aluminum	(\$29,370)	A	\$0	(\$29,370)	\$0	\$33,281,660	
32	Eliminate Porcelain Tile Lobby Accent Wall and provide painted drywall	(\$10,370)	A	\$0	(\$10,370)	\$0	\$33,271,290	
33	Provide Class B fire spread for toilet partitions ILO Class A specified	(\$8,404)	A	\$0	(\$8,404)	\$0	\$33,262,886	
34	Eliminate fire extinguisher budget	(\$7,508)	A	\$0	(\$7,508)	\$0	\$33,255,378	
35	Provide adjustable height basketball goals in Gymnasium (adjustable from 10' to 8' manual operation)	\$8,568	P	\$8,568	\$0	\$0	\$33,255,378	
36	Provide adjustable height basketball goals in Gymnasium (adjustable from 10' to 8' motorized operation)	\$30,416	P	\$30,416	\$0	\$0	\$33,255,378	
37	Use 5 1/2" fin in lieu of 6" at pool area	(\$7,781)	A	\$0	(\$7,781)	\$0	\$33,247,597	
38		TBD	P	TBD	\$0	\$0	\$33,247,597	
39		TBD	P	TBD	\$0	\$0	\$33,247,597	

## Project Cost Review

Watauga Rec Center  
Boone, NC  
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ITEM	DESCRIPTION	VALUE	STATUS R, P, A	PENDING	ACCEPTED	REJECTED	TOTAL	COMMENTS
<b>Starting Estimate</b>							<b>\$34,002,576</b>	
40		TBD	P	TBD	\$0	\$0	\$33,247,597	
41		TBD	P	TBD	\$0	\$0	\$33,247,597	
42		TBD	P	TBD	\$0	\$0	\$33,247,597	
43		TBD	P	TBD	\$0	\$0	\$33,247,597	
44		TBD	P	TBD	\$0	\$0	\$33,247,597	
45		TBD	P	TBD	\$0	\$0	\$33,247,597	
46		TBD	P	TBD	\$0	\$0	\$33,247,597	
47		TBD	P	TBD	\$0	\$0	\$33,247,597	
48		TBD	P	TBD	\$0	\$0	\$33,247,597	
49		TBD	P	TBD	\$0	\$0	\$33,247,597	
50		TBD	P	TBD	\$0	\$0	\$33,247,597	
<b>Revised Budget</b>				<b>(\$8,998)</b>	<b>(\$754,980)</b>	<b>(\$203,157)</b>	<b>\$33,247,597</b>	

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**AGENDA ITEM 13:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***B. Boards and Commissions***

**MANAGER'S COMMENTS:**

***Boone Rural Fire Protection Service District Board***

Each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board whose terms run concurrent with the term of the appointing Commissioner. Boone Rural Fire Service District Board members must own property and reside within that Fire Service District.

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**AGENDA ITEM 13:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Announcements*****MANAGER'S COMMENTS:**

The N.C. Department of Transportation will hold a public meeting regarding proposed improvements on Ridge Road (S.R. 1523) and Bamboo Road (S.R. 1514). The Local Officials' Informational Meeting will be on Thursday, February 21, 2019, from 2:00 P.M. until 3:00 P.M. at the Boone Moose Lodge located at 607 Deerfield Road, Boone, NC. An informal, drop-in style open house will follow at the same location from 4:00 P.M. until 7:00 P.M. The opportunity to submit written comments will be provided at the meeting or by mail or email no later than March 8.

Watauga County Cooperative Extension's Annual "Report to the People" will be held on Tuesday, March 5, 2019, from 11:45 A.M. to 1:00 P.M. at the Agricultural Conference Center. Lunch will be provided and staff will discuss programs, trends, and issues. Please let Anita know if you plan to attend and she will RSVP on your behalf.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

February 7, 2019

RE: **Invitation to Local Officials' Informational Meeting**  
STIP Project No. U-5810 – Proposed Improvements to Wilson Ridge Road (S.R. 1523)  
and Bamboo Road (S.R. 1514) in Watauga County.

Dear Sir or Madam:

The N.C. Department of Transportation invites you to attend a Local Officials' Informational Meeting to be held for the above-referenced project. The meeting is scheduled for:

**Date:** Thursday, February 21  
**Time:** 2 p.m. – 3 p.m.  
**Location:** Boone Moose Lodge  
607 Deerfield Road, Boone

The N.C. Department of Transportation will hold a public meeting regarding the proposed project to improve Wilson Ridge Road (S.R. 1523) and Bamboo Road (S.R. 1514) to current design standards in Watauga County, outside of Boone. The purpose of this project is to widen the roadways from 10-foot to 12-foot wide travel lanes and to add 4-foot paved shoulders for the entire length of the project, which will accommodate bicycles and improve safety. Improvements will also include modifications to an area of switchbacks along Wilson Ridge Road, resulting in improved sight distance, and the upgrades to study area intersections. Roundabouts will be constructed at the southern project terminus (Wilson Ridge Road/Deerfield Road) and the Wilson Ridge Road/Bamboo Road intersection.

The purpose of this meeting is to provide you with information on the project and to gather your comments. An informal, drop-in style open house will follow the Local Officials' Informational Meeting from 4 p.m. until 7 p.m. at the same location. You are welcome to attend either or both of the meetings. The opportunity to submit written comments will be provided at the meeting or by mail or email no later than March 8.

Project information and materials can be viewed as they become available online at <https://www.ncdot.gov/news/public-meetings>. For additional information, contact Ramie Shaw, NCDOT Division 11 Project Manager, at [rshaw@ncdot.gov](mailto:rshaw@ncdot.gov) or (336) 903-9134.

Please contact Samantha Borges, Environmental Analysis Unit Public Involvement Officer at [smborges@ncdot.gov](mailto:smborges@ncdot.gov) or (919) 707-6115 to inform her if you or your representative will attend this meeting.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
ENVIRONMENTAL ANALYSIS UNIT  
1598 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1598

*Telephone:* (919) 707-6000  
*Fax:* (919) 250-4224  
*Customer Service:* 1-877-368-4968

*Location:*  
1000 BIRCH RIDGE DRIVE  
RALEIGH, NC 27610

*Website:* [www.ncdot.gov](http://www.ncdot.gov)

Thank you and we look forward to meeting with you.

Sincerely,

  
Caitlyn Ridge, P.E.  
Public Involvement Officer

**AGENDA ITEM 14:**

**PUBLIC COMMENT**

**AGENDA ITEM 15:**

**BREAK**

**AGENDA ITEM 16:**

**CLOSED SESSION**

Attorney/Client Matters – G. S. 143-318.11(a)(3)  
Land Acquisition – G. S. 143-318.11 (a)(5)(i)