

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

**TUESDAY, MAY 15, 2012
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: May 1, 2012, Regular Meeting May 1, 2012, Closed Session		1
	3	APPROVAL OF THE MAY 15, 2012 AGENDA		13
5:35	4	WATAUGA COUNTY PATHWAYS PROPERTY TRANSFER REQUEST	MR. WILLIAM HALL	15
5:40	5	WATAUGA HUMANE SOCIETY SPAY/NEUTER PROGRAM REQUEST	MS. LYNNE NORTHUP MS. ANITA GOMEZ	43
5:45	6	VOTING EQUIPMENT MAINTENANCE AGREEMENT	MS. JANE ANN HODGES	53
5:50	7	FY 2013 HOME AND COMMUNITY CARE BLOCK GRANT (H&CCBG) ALLOCATION REQUEST	MS. ANGIE BOITNOTTE	67
5:55	8	BID AWARD REQUEST FOR DEMOLITION OF THE OLD HIGH SCHOOL	MR. ROBERT MARSH	71
6:00	9	PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT		
	A.	PROPOSED AMENDMENTS TO THE WATAUGA COUNTY ORDINANCE TO GOVERN SUBDIVISIONS AND MULTI-UNIT STRUCTURES	MR. JOE FURMAN	103
	B.	FY 2013 Proposed Budget	MR. DERON GEOUQUE	163
7:00	10	SMOKY MOUNTAIN CENTER QUARTERLY FINANCIAL REPORT	MS. MARGARET PIERCE	167
7:05	11	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
	A.	Proposed Property and Liability Insurance and Workers Compensation Renewals Request		173
	B.	Boards & Commissions		183
	C.	Announcements		187
7:10	12	PUBLIC COMMENT		188
8:10	13	BREAK		188
8:15	14	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		188
8:30	15	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF THE MINUTES

May 1, 2012, Regular Meeting

May 1, 2012, Closed Session

May 3, 2012, Special Meeting – Budget Work Session

May 7, 2012, Special Meeting – Budget Work Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, MAY 1, 2012**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, May 1, 2012, at 8:00 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Nathan A. Miller, Chairman
Vince Gable, Vice-Chairman
David Blust, Commissioner
Jim Deal, Commissioner
Tim Futrelle, Commissioner
Stacy C. Eggers, IV, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

[Commissioner Blust arrived at 8:12 A.M. due to a prior commitment.]

Chairman Miller called the meeting to order at 8:05 A.M.

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

APPROVAL OF MINUTES

Chairman Miller called for additions and/or corrections to the April 17, 2012, regular and closed session minutes.

Vice-Chairman Gable, seconded by Commissioner Futrelle, moved to approve the April 17, 2012, regular meeting minutes as presented.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust)

Vice-Chairman Gable, seconded by Commissioner Futrelle, moved to approve the April 17, 2012, closed session minutes as presented.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust)

APPROVAL OF AGENDA

Chairman Miller called for additions and/or corrections to the May 1, 2012, agenda.

Commissioner Deal, seconded by Commissioner Futrelle, moved to approve the May 1, 2012, agenda as presented.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust)

E-911 FUNDS RADIO PURCHASE REQUEST

Captain Kelly Redmon with the Sheriff's Office requested approval for the purchase of fourteen (14) portable radios. The radios were narrow band compliant and would provide for interoperability with federal, state, and local agencies. Funds from the E-911 50% fund balance, which were required to be spent by June 30, 2012, were eligible and an appropriate use for the purchase.

Vice-Chairman Gable, seconded by Commissioner Deal, moved to approve the purchase of the fourteen portable radios with funds for the purchase to be allocated from the E-911 50% fund balance as presented.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust)

PROPOSED RESOLUTION REQUEST FROM THE BOARD OF EDUCATION

Ms. Deborah Miller, Chair of the Watauga County School Board, presented a proposed resolution requesting the North Carolina General Assembly eliminate the discretionary reversion which would allow an offset in the loss of Edujob funds at the end of the current fiscal year and end the discretionary reversions in North Carolina.

Commissioner Deal, seconded by Vice-Chairman Gable, moved to adopt the resolution as presented by Ms. Miller.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust)

TAX MATTERS***A. Monthly Collections Report***

Tax Administrator Kelvin Byrd presented the Tax Collections Report for the month of April 2012. This report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Byrd presented the following Refunds and Releases for April 2012 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Deal, seconded by Commissioner Futrelle, moved to approve the Refunds and Releases Report for April 2012, as presented.

Vice-Chairman Gable requested to recuse himself from the vote as he was included in the report as a recipient for a refund.

VOTE: Aye-3(Miller, Deal, Futrelle)
 Nay-0
 Absent-1(Blust)
 Recuse-(Gable)

PLANNING AND INSPECTIONS MATTERS**A. Bid Award Request for Soccer Complex Paving**

Mr. Joe Furman, Planning and Inspections Director, stated that the County received bids for paving the two parking lots at the Ted Mackorell Soccer Complex on March 30, 2012. The paving is in conjunction with the grant awarded by the North Carolina Department of Transportation in the amount of \$120,000. Appalachian State University (ASU) agreed to fund the paving of the third lot behind the stadium field. Mr. Furman stated that three bids were received within the budgeted amount of which Moretz Paving was the low bidder. However, due to the project utilizing federal funds, contractors were required to meet or make a good faith effort in hiring Disadvantaged Business Enterprises (DBE) as subcontractors. Watauga County's goal for utilization of DBE is 1% of all contracts. Upon review of the bids, it was determined that Moretz Paving did not make the good faith effort as required. Therefore, if the contract was awarded to Moretz Paving, the County would not be eligible to utilize the grant to fund the project. In order to not lose grant funding, Mr. Furman recommended the Board reject Moretz Paving's bid as unresponsive and award the contract to the next lowest bidder, Carl Rose and Sons, Inc., in the amount of \$133,546.50 with the addition of alternate number 7 for \$1,463, bringing the total bid amount to \$135,009.50. With ASU reimbursing the County \$25,665 for the paving of lot three, the bid remained within the \$120,000 of grant funding available.

County Attorney Eggers stated that the bid documents did indicate that bids had to meet grant requirements and, therefore, the Board could deem the Moretz Paving bid as unresponsive.

Commissioner Deal, seconded by Commissioner Blust, moved to reject Moretz Paving's bid as unresponsive and accept the next lowest bidder, Carl Rose and Sons, Inc., in the total amount of \$135,009.50 which includes alternate number 7 with the understanding that ASU would reimburse the County \$25,665.

VOTE: Aye-5
 Nay-0

B. Subdivision Performance Guarantee

Mr. Furman presented a subdivision performance guarantee for Plumtree Partners in the form of a letter of credit from United Community Bank. The subdivision performance guarantee was for road construction and would allow a final plat to be recorded and lots conveyed. The plat was approved by the Planning Board at their April meeting, contingent upon the Board of Commissioners' approval of the letter of credit.

Commissioner Deal, seconded by Commissioner Futrelle, moved to approve the subdivision performance guarantee for Plumtree Partners in the form of a letter of credit from United Community Bank as presented by Mr. Furman.

VOTE: Aye-5
Nay-0

C. Proposed Resolution Request from the Watauga County Planning Board

Mr. Furman stated that the Planning Board adopted a resolution in support of a traffic light on NC Highway 105 South at Poplar Grove Road and requested the Board of Commissioners do likewise. If the Board adopts a resolution, a request will be made to the Boone Town Council for their support and then such resolutions will be utilized in discussions with North Carolina Department of Transportation personnel.

Commissioner Deal requested that the resolution include wording to request that the Department of Transportation review the entire area including Hwy 105, Poplar Grove Road, and Poplar Grove Road South to determine the best placement of a traffic light.

Chairman Miller requested that the resolution not support the super street concept for Hwy 105 as being considered by the Department of Transportation; however he was agreeable with continued studies of the concept.

Commissioner Deal, seconded by Commissioner Futrelle, moved to adopt the resolution as amended.

VOTE: Aye-5
Nay-0

D. Proposed Amendments to the Watauga County Ordinance to Govern Subdivisions and Multi-Unit Structures

Mr. Furman stated that the Planning Board had reviewed the Watauga County Ordinance to Govern Subdivisions and Multi-Unit Structures and presented proposed amendments. The majority of the changes requested were designed to encourage affordable housing projects and fire apparatus access, and update definitions of waste water disposal systems. The Planning Board approved sending the proposed changes to the Board of Commissioners for adoption. Per NCGS 153A-323, the Planning Board requests the Board of Commissioners set a public hearing for May 15, 2012, at 6:00 P.M. to allow citizen review of the proposed amendments.

Commissioner Deal, seconded by Commissioner Futrelle, moved to set a public hearing at 6:00 P.M. on Tuesday, May 15, 2012, to allow citizen comment on proposed amendments to the Watauga County Ordinance to Govern Subdivisions and Multi-Unit Structures.

VOTE: Aye-5
Nay-0

E. Public Hearing Request for Citizen Comment on Fire District Boundary Changes

Mr. Furman requested a public hearing be set for Tuesday, June 19, 2012, at 6:00 P.M. to allow citizen comment on proposed fire district boundary changes that would involve parcels in Stewart Simmons and Deep Gap Fire Districts and the Boone Fire Service District. The public hearing was being requested early due to a requirement for notifications to be mailed to affected property owners four weeks prior to the hearing.

Vice-Chairman Gable, seconded by Commissioner Blust, moved to schedule a public hearing for Tuesday, June 19, 2012, at 6:00 P.M. to allow citizen comment on proposed fire district boundary changes affecting the Stewart Simmons, Deep Gap and Boone districts.

VOTE: Aye-5
Nay-0

BUDGET AMENDMENTS

Ms. Margaret Pierce, Finance Director, reviewed the following budget amendment:

Account #	Description	Debit	Credit
103300-349909	NC Lottery Funds		\$65,000
105911-470004	Valle Crucis Basement Repairs	\$35,000	
105911-470006	Cove Creek Roof Design Work	\$30,000	

The amendment recognized the award of the funds recently applied for by the Watauga County Board of Education.

Commissioner Futrelle, seconded by Vice-Chairman Gable, moved to approve the budget amendment as presented.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Presentation of the FY 2013 Capital Improvement Plan (CIP)

County Manager Geouque presented the FY 2013 Capital Improvement Plan (CIP) for review prior to discussion during the upcoming budget work sessions.

B. Presentation of the Manager's FY 2013 Recommended Budget

County Manager Geouque presented the FY 2013 Proposed Budget and reviewed highlights. He announced upcoming budget work sessions scheduled for 4:00 P.M. on Thursday, May 3, 2012, and Monday, May 7, 2012, and a public hearing to allow public comment scheduled for Tuesday, May 15, 2012, at 6:00 P.M. in the Commissioners' Board Room at the Watauga County Administration Building. The County Manager announced that the FY 2013 Proposed Budget was also available for public inspection on the County's website, in the County Manager's Office, and at the Libraries located in Boone, Blowing Rock, and the Western Watauga Community Center.

C. Boards and Commissions

County Manager Geouque stated that both Paul Combs and Lauren Waterworth's terms on the Economic Development Commission (EDC) were set to expire in June. EDC terms were for three (3) years with appointees being eligible to serve two (2) consecutive terms. Both Mr. Combs and Ms. Waterworth have served one (1) term thus far and are willing to continue to serve. A Volunteer Application was received from Ms. Susan Norris who also expressed interest in serving as a member of the EDC.

The above were first readings; therefore, action was not required at this time.

D. Announcements

County Manager Geouque made the following announcements:

- The Watauga County Farmers' Market opens this year on May 5, 2012, with local vendors offering their produce and products each Saturday morning. You are invited to participate in opening day celebrations beginning at 8:00 A.M. with festivities to include live music and prize raffles.
- Appalachian State University would like to invite the Commissioners, School Board members, and Town Council members, to campus on May 7, 2012, from 9:00 A.M. to 2:00 P.M. The purpose of the meeting would be to provide an update on major activities taking place on campus such as construction projects, strategic priorities, state funding and its impact on the campus, and major initiatives involving the local community. The day would consist of a tour, lunch, and meeting with University officials. They would like for this to become an annual event.

PUBLIC COMMENT

The following citizens commented on Amendment 1 and the Board's recently adopted "Resolution in Support of an Amendment to the North Carolina Constitution Protecting Marriage":

Ms. Marge McKinney urged the Board to rescind the "Resolution in Support of an Amendment to the North Carolina Constitution Protecting Marriage."

Ms. Joan Brannon stated that Amendment 1 was unwise and unfair.

Ms. Jacque Dunbar stated that the “Resolution in Support of an Amendment to the North Carolina Constitution Protecting Marriage” should be rescinded.

Ms. Denicia Joyce requested the Board rescind the “Resolution in Support of an Amendment to the North Carolina Constitution Protecting Marriage.”

Ms. Cynthia Kittle requested the Board rescind the “Resolution in Support of an Amendment to the North Carolina Constitution Protecting Marriage.”

Ms. Marcia Cham stated her opposition to Amendment 1.

Mr. Chip Meyers stated his opposition to Amendment 1.

Ms. Patricia Rokoske requested the Board rescind the “Resolution in Support of an Amendment to the North Carolina Constitution Protecting Marriage.”

Mr. Craig Fisher signed up to speak but was not present when called upon.

Ms. Jean Brooks requested the Board rescind the “Resolution in Support of an Amendment to the North Carolina Constitution Protecting Marriage.”

Ms. Judith Phoenix requested the Board rescind the “Resolution in Support of an Amendment to the North Carolina Constitution Protecting Marriage.”

Commissioner Deal quoted portions of an article published in the Sunday, April 29, 2012, edition of the Charlotte Observer written by Dr. H. Stephen Shoemaker entitled “Amendment One and an old American struggle.”

Commissioner Futrelle shared the following:

*POSITION STATEMENT
OPPOSING DEFENSE OF MARRIAGE AMENDMENT*

*Adopted by the NCA Board of Directors
September 16, 2011*

The North Carolina Psychological Association (NCPA) opposes the Defense of Marriage amendment for the following reasons:

1. There is no empirical evidence that supports the denial of marriage rights to people in same-sex relationships.

A person’s sexual orientation defines the universe of persons with whom he or she is likely to find the satisfying and fulfilling romantic and intimate relationships that, for many individuals, comprise an essential component of personal identity (D’Augelli, 2000; Gonsiorek & Weinrich, 1991; Herek, 2001, 2006; Peplau & Garnets, 2000)

2. There is empirical evidence that denial of marriage rights to people in same-sex relationships is damaging to their psychological health.

3. There is empirical evidence that opposing denial of marriage rights initiatives has beneficial psychological effects.

Commissioner Deal, seconded by Commissioner Futrelle, moved to reconsider the Board's adoption of the "Resolution in Support of an Amendment to the North Carolina Constitution Protecting Marriage" by rescinding the Resolution.

VOTE: Aye-2(Deal, Futrelle)
Nay-3(Miller, Blust, Gable)

CLOSED SESSION

At 9:29 A.M., Vice-Chairman Gable, seconded by Commissioner Futrelle, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Futrelle, seconded by Chairman Miller, moved to resume the open meeting at 10:15 A.M.

VOTE: Aye-5
Nay-0

ACTION AFTER CLOSED SESSION

Commissioner Deal, seconded by Commissioner Futrelle, moved to officially set the public hearing to allow citizen comment on the Manager's FY 2013 Proposed Budget for 6:00 P.M. on Tuesday, May 15, 2012.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Deal, seconded by Chairman Miller, moved to adjourn the meeting at 10:17 A.M.

Nathan A. Miller, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

DRAFT

MINUTES

**WATAUGA COUNTY BOARD OF COMMISSIONERS
THURSDAY, MAY 3, 2012**

The Watauga County Board of Commissioners held a budget work session on Thursday, May 3, 2012, at 4:00 P.M. in the Commissioners' Conference Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Nathan A. Miller, Chairman
Vince Gable, Vice-Chairman
David Blust, Commissioner
Jim Deal, Commissioner
Deron Geouque, County Manager
Margaret Pierce, Finance Director

[Commissioner Futrelle was not in attendance due to a prior commitment.]

Chairman Miller called the meeting to order at 4:30 P.M.

DISCUSSION OF FY 2013 PROPOSED BUDGET

County Manager Geouque and Finance Director Pierce reviewed the FY 2013 Proposed Budget for Board discussion.

ADJOURN

Commissioner Deal, seconded by Chairman Miller, moved to adjourn the meeting at 8:30 P.M.

Nathan A. Miller, Chairman

ATTEST:

Deron Geouque, County Manager

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
MONDAY, MAY 7, 2012**

The Watauga County Board of Commissioners held a budget work session on Monday, May 7, 2012, at 4:00 P.M. in the Commissioners' Conference Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Nathan A. Miller, Chairman
Vince Gable, Vice-Chairman
David Blust, Commissioner
Jim Deal, Commissioner
Tim Futrelle, Commissioner
Deron Geouque, County Manager
Margaret Pierce, Finance Director

[Commissioner Blust arrived at the meeting at 4:30 P.M.]

Also in attendance were Watauga County School Board Members: Ms. Deborah Miller, Mr. John Welch, and Ms. Delora Hodges along with Dr. Dick Jones, Watauga County Schools Interim Superintendent, Ms. Ly Marze, Board of Education Finance Director; Dr. Scarlett Davis, Associate Superintendent, Dr. Wayne Eberle, Executive Director of Learning Development; Ms. Stephanie Weeks, Director of Human Resources; and Mr. Dennis Ray, Director of Maintenance/Physical Operations.

Chairman Miller called the meeting to order at 4:10 P.M.

DISCUSSION OF FY 2013 PROPOSED BUDGET

The School Board reviewed their request and thanked the Board for contributions and support for the upcoming fiscal year 2013.

County Manager Geouque and Finance Director Pierce continued their review of the FY 2013 Proposed Budget for Board discussion.

ADJOURN

Commissioner Blust, seconded by Vice-Chairman Gable, moved to adjourn the meeting at 6:00 P.M.

Nathan A. Miller, Chairman

ATTEST:

Deron Geouque, County Manager

Blank Page

AGENDA ITEM 3:

APPROVAL OF THE MAY 15, 2012, AGENDA

Blank Page

AGENDA ITEM 4:

WATAUGA COUNTY PATHWAYS PROPERTY TRANSFER REQUEST

MANAGER'S COMMENTS:

Mr. William Hall, Chairman of Watauga County Pathways, will request consideration of the transfer of three properties and three easements from Watauga County Pathways, Inc., previously Middle Fork Greenway Association, and Blue Ridge Conservancy to Watauga County. The properties and easements are to be used for a planned hiking and biking greenway to be built between Boone and Blowing Rock. The Board of Commissioners approved the transfer of the properties in October of 2009, contingent upon the County Attorney preparing the appropriate documents. Staff is of the understanding that there were issues with the North Carolina State Property Office which caused some of the delay in recording.

Watauga Pathways will be responsible for the construction of the greenway and its continuing maintenance after completion. The cost to add the properties to the County's insurance will be minimal to no expense.

The County Attorney has reviewed the documentation for the transfer of the properties and easements.

Board approval is requested to accept the properties and easements as presented.



Mission: To plan, build, and steward greenways, trails, and blueways throughout Watauga County.

www.WataugaCountyPathways.org

May 8, 2012

To Board of Commissioners
Watauga County
Boone, NC

Re: Transfer of Middle Fork Greenway properties to the county

Gentlemen:

This letter requests your consideration of the transfer of three properties (fee simple interests) and three easements from Watauga County Pathways, Inc. f/k/a Middle Fork Greenway Association, Inc. and Blue Ridge Conservancy to Watauga County.

The transfer documents have been prepared on the request of Watauga County Properties and have been reviewed by the County Attorney, Stacy C. Eggers IV. Copies of the documents are attached.

The properties are all related to the planned hiking and biking greenway to be built between Blowing Rock and Boone. The greenway will connect into the sidewalk network of Blowing Rock at Shoppes on the Parkway then go along the South Fork of the Middle Fork of the New River, generally following US 321. It will end with a connection to the existing Boone Greenway. We have been working on this project for over 10 years and have recently contracted for the engineering and environmental studies necessary to obtain the permitting for a section of the greenway across land owned by Tweetsie Railroad and Mystery Hill, through the culvert at Mystery Hill under US 321 and onto the property on the east side of the highway. The funds necessary for this process have already been raised. Upon obtaining the approvals, Tweetsie will construct its section of the greenway and the rest of this initial section will be constructed as we obtain further funding.

The greenway will have obvious health and social benefits to the county residents. In addition, a non-motorized transportation and recreational link between Blowing Rock and Boone will have obvious positive effects on tourism.

Some of the properties represent areas which can be used as parks along the greenway corridor. These areas have been fully or partially developed, but we have not opened them to the public because of insurance concerns. One purpose of the transfer to the county is to allow these areas to be opened to the public once they are transferred and fall under the county's insurance policies. We have been told that this can be done without additional premium costs to the county.

The deeds are drafted to make it clear that the county accepts no responsibility for the costs of constructing the greenway or maintaining it after completion. This responsibility will fall on Watauga County Pathways, Inc.

These transfers will not remove any properties from the tax rolls. All the properties are eligible for exemption from property tax under NCGS 105-275 (7) and (12). In fact two of the properties are already listed on the county records as exempt. The third property will be eligible for exemption even if it is not accepted by the county.

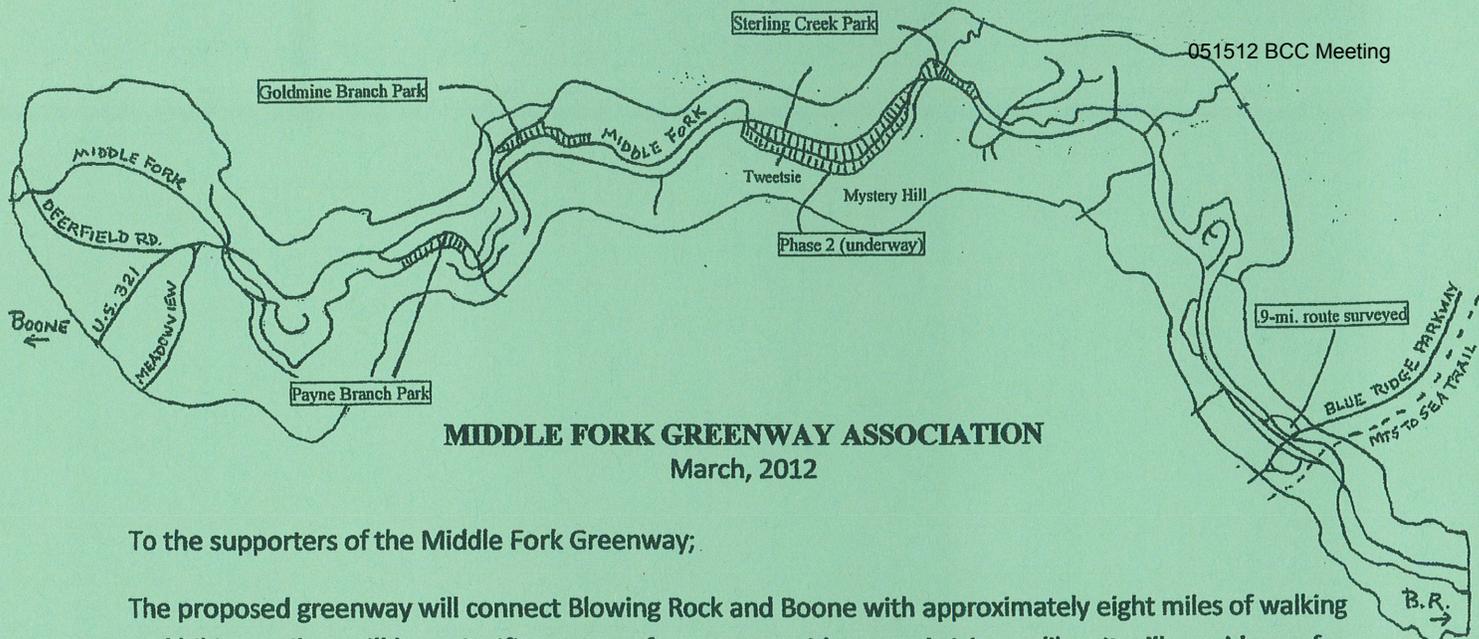
We have worked over several years with various groups of commissioners and officials and these transfers were approved by a past board. We are now asking that you consider the transfers and renew the approvals and facilitate the transfers.

Under the circumstances, we have provided only a summary of the greenway and the current project. We can provide further information on Watauga County Pathways, Inc., on the plans for the greenway or any other aspects of the proposal. We are hoping to complete the transfers shortly, as a commitment by Blue Ridge Conservancy to donate \$15,000 for use in this project depends on the transfer of land and easements to the county.

Thank you for your consideration of this request.

Respectfully submitted,

William Hall, Chairman
Watauga County Pathways, Inc.



MIDDLE FORK GREENWAY ASSOCIATION
 March, 2012

To the supporters of the Middle Fork Greenway;

The proposed greenway will connect Blowing Rock and Boone with approximately eight miles of walking and biking trail. It will be a significant asset for county residents and visitors alike. It will provide a safe and beautiful place for individuals and families to get healthy exercise and enjoy the outdoors together.

The MFG taskforce has been working on this project for more than 10 years and have received outright gifts of property, have purchased property with grant money, have been granted several easements over private land, and have created one public park with several hundred feet of trail.

We now have the opportunity to create approximately one mile of trail across property owned by Tweetsie RR and Mystery Hill and through a culvert under highway 321 to a park and trail section on the east side of the highway. This section will allow us to overcome a MAJOR engineering hurdle and show that the project is finally able to be accomplished.

After 2 ½ years of intensive background work and negotiations, we have a detailed proposal of how to proceed with obtaining the data and receiving the necessary approvals that will allow us to continue with the construction phase. We believe it is a very favorable offer.

The proposal includes pricing from five firms with the required expertise. The total contract price is \$45,915. Permitting fees will be an additional \$10,000 and we would like to have a contingency reserve of \$5,500 (10%). The total anticipated cost is, therefore, \$61,415.

The total of our available assets on hand, and including other definite sources of funds is \$37,272, leaving us with an immediate challenge to raise \$24,143.

The members of the Middle Fork Greenway taskforce have contributed considerable funds toward the \$24,143 and we sincerely hope that important supporters such as you will join us by also contributing to this effort. Your help is needed NOW so that we may proceed with this contract. Enclosed is a card with the information you will need to contribute.

THANK YOU for your consideration and support of our effort and community. This will be an even better place to live once we achieve completion of this wonderful outdoor trail.

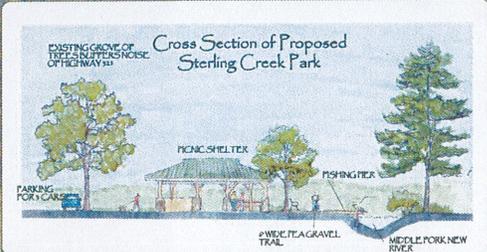
Sincerely,

The Members of the Middle Fork Greenway Association



Proposed Middle Fork New River Greenway

— Tweetsie, Mystery Hill, Sterling Creek Connector



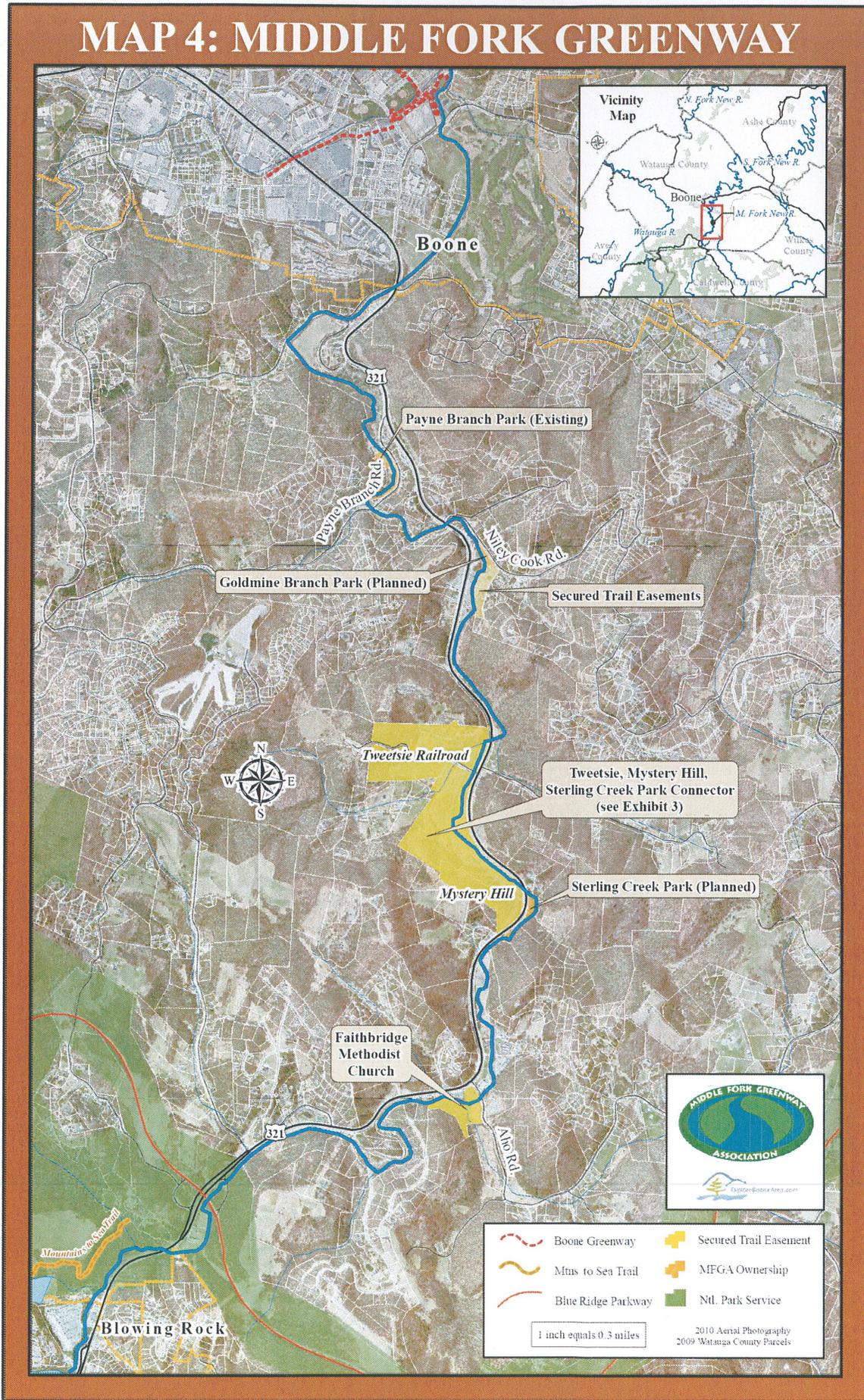
LEGEND:

- Proposed Trailhead & Parking
- Proposed Pedestrian & Bicycle Underpass
- Proposed Greenway Trail Alignment
- 10' Contour Interval
- Floodway limits

Watauga County 2005 Aerial Photography with 10' contours shown in orange.

This plan is not intended for construction

MAP 4: MIDDLE FORK GREENWAY



Payne Branch

Excise Tax: \$-0-

Recording Time, Book & Page
File Number: 2042506.92 (hmv)

State of North Carolina

WARRANTY DEED

County of Watauga

This Deed, made this _____ day of _____, 2012, by and between

**WATAUGA COUNTY PATHWAYS, INC., F/K/A
MIDDLE FORK GREENWAY ASSOCIATION, INC.
a North Carolina Non-Profit Corporation
P. O. Box 253
Boone, NC 28607
(hereinafter called "Grantor")**

and

**WATAUGA COUNTY,
a North Carolina corporate and body politic chartered by the State of North Carolina
814 West King Street
Boone, NC 28607
(hereinafter called "Grantees")**

WITNESSETH

Grantor(s) for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS to them paid by the said Grantee(s), the receipt of all of which is hereby acknowledged, have, subject to any exceptions, conditions, provisions, restrictions or reservations herein contained, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said Grantees, their heirs, successors and assigns, all that certain tract(s) or parcel(s) of land lying and being in **Blue Ridge** Township, **Watauga** County, North Carolina, more particularly described as follows:

BEING a 0.819 acre tract located in the Blue Ridge Township Watauga County and being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book of Records 1080 at Page 878, Watauga County Public Registry.

Pursuant to NCGS 105-317.2, Grantor represents that the property conveyed herein (please initial one of the following):

_____ is
 ✕ _____ is not

It's primary residence.

Prepared without benefit of title examination

The use of the 0.819 acre tract by the Grantee is restricted to the development, installation, maintenance, and repair of the Middle Fork Greenway being developed between the towns of Blowing Rock and Boone in Watauga County. This restriction shall be a covenant running with the land, and binding upon the Grantee, its successors and assigns, and enforceable by Watauga County Pathways, Inc. f/k/a Middle Fork Greenway Association, Inc and the Blue Ridge Conservancy f/k/a Blue Ridge Rural Land Trust. If the Middle Fork Greenway is not developed by Watauga County Pathways, Inc. f/k/a Middle Fork Greenway Association, Inc and the Blue Ridge Conservancy f/k/a Blue Ridge Rural Land Trust, their successors and assigns, the property is to be preserved in its natural state in perpetuity, and protected from any use which could cause harm to the environment. The acceptance of this deed by Watauga County imputes no obligation to Watauga County to develop, install, construct or maintain the Middle Fork Greenway, and that Watauga County's acceptance of the deed is as an accommodation to the Grantor to assist it in the development, installation, construction, maintenance and repair of the Middle Fork Greenway.

To have and to hold the said premises above described, with every privilege and appurtenance thereunto belonging to the said Grantees, their heirs, successors and assigns, to their only use and behoof forever, subject always to any exceptions, conditions, provisions, restrictions or reservations herein contained.

The Grantors covenant with the Grantees, their heirs, successors and assigns: that they are the owners of and are seized of the premises in fee simple; that they have a good right to convey the same in fee simple; that title is marketable and free and clear of all liens and encumbrances, except as herein set forth; and, that they will forever warrant and defend the title thereto against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Watauga County Pathways, Inc.; f/k/a
Middle Fork Greenway Association, Inc.

By: *William H. Hall*
William H. Hall, Chairman

Watauga County, North Carolina

I certify that the following person, William H. Hall, Chairman of Watauga County Pathways, Inc. f/a/k/a Middle Fork Greenway Association, Inc., personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: 4/25/12
(Official Seal)

Anna Maria Rembert Whaley
Print Name: ANNA MARIA REMBERT WHALEY
My Commission expires: Dec. 19, 2012

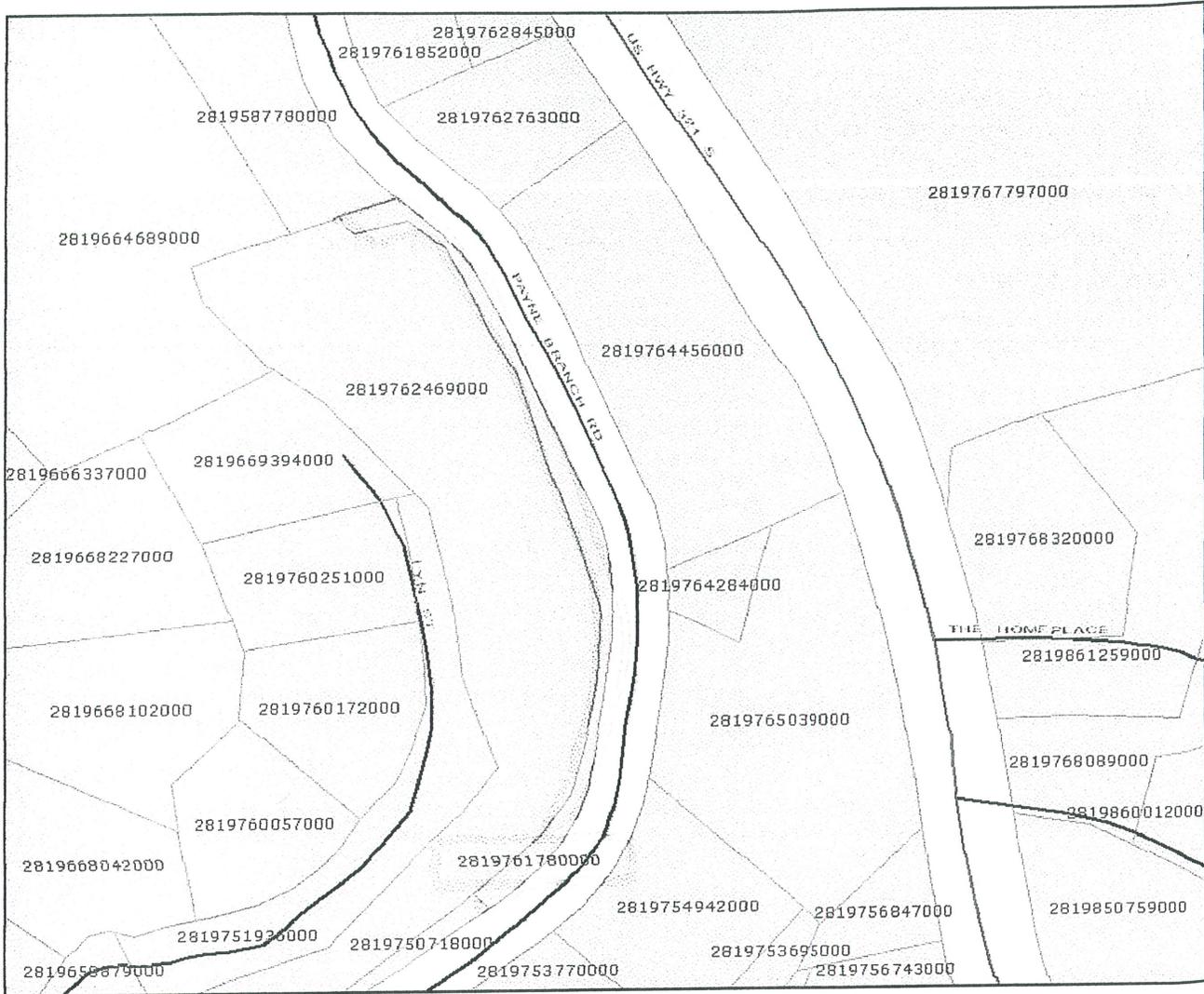
W:\ASD\Clients\Watauga County\Middle Fork Greenway\Middle Fork To Wat Co. 0.819 Acres.Doc



EXHIBIT A

BEGINNING on a mag-nail set in the center of NCSR 1541, Payne Branch Road, corner to Appalachian State University, and running **thence** with the centerline of said road the following sixteen (16) bearings and distances: (1) South 46° 48' 30" East 28.31 feet, (2) South 41° 12' 20" East 74.06 feet, (3) South 33° 07' 20" East 59.62 feet, (4) South 28° 07' 45" East 45.34 feet, (5) South 27° 11' 45" East 51.47 feet, (6) South 26° 29' 05" East 41.31 feet, (7) South 26° 00' 30" East 56.47 feet to a mag-nail set, (8) South 22° 55' 05" East 50.83 feet, (9) South 17° 02' 35" East 49.28 feet, (10) South 06° 38' 10" East 36.26 feet, (11) South 03° 13' 40" West 103.66 feet, (12) South 08° 43' 35" West 108.62 feet, (13) South 19° 44' 55" West 43.96 feet, (14) South 31° 48' 20" West 37.85 feet, (15) South 41° 32' 25" West 28.33 feet, and (16) South 49° 48' 00" West 60.21 feet to a mag-nail set, corner to Jane M. Zinober Goebel et al. (Book of Records 471, Page 003); **thence** leaving Payne Branch Road and with the Zinober Goebel line North 49° 08' 20" West 53.55 feet to a 5/8 inch rebar set, corner to Appalachian State University Middle Fork of the New River 3.452 acre tract of this same survey; **thence** leaving the Zinober Goebel line and running with the lines of the said 3.452 acre tract the following nineteen (19) bearings and distances: (1) North 47° 05' 00" East 27.64 feet to a stake set, (2) North 50° 30' 30" East 57.73 feet to a stake set, (3) North 36° 02' 55" East 50.75 feet to a 5/8" rebar set, (4) North 16° 01' 30" East 66.88 feet to a stake set, (5) North 10° 09' 40" East 56.20 feet to a stake set, (6) North 02° 52' 05" East 78.87 feet to a 5/8" rebar set, (7) North 19° 22' 30" West 54.00 feet to a stake set, (8) North 20° 51' 55" West 56.74 feet to a stake set, (9) North 22° 19' 05" West 50.87 feet to a 5/8" rebar set, (10) North 18° 38' 30" West 52.58 feet to a stake set, (11) North 19° 39' 40" West 48.89 feet to a stake set, (12) North 33° 31' 50" West 51.72 feet to a 5/8" rebar set, (13) North 24° 44' 50" West 44.46 feet to a stake set, (14) North 29° 53' 40" West 53.74 feet to a stake set, (15) North 52° 59' 05" West 55.24 feet to a 5/8" rebar set, (16) South 76° 34' 10" West 59.81 feet to a calculated point on a wall, (17) North 57° 46' 10" West 4.27 feet to a calculated point on said wall, (18) North 51° 23' 40" West 9.86 feet to a calculated point at a corner in said wall, and (19) North 19° 35' 00" West 9.50 to a calculated point on said wall; **thence** leaving said wall and the line of ASU and with the bearing of the centerline of the dam North 71° 40' 05" East 93.06 feet to the **BEGINNING**, containing **0.819 acres** and being all of Tract A as shown on plat of survey entitled, "Boundary Survey for Appalachian State University and Middle Fork Greenway Association," dated August 01, 2003, by Donald H. McNeil, PLS L- 2809, Appalachian Professional Land Surveyors & Consultants, PA, Job No. 03127.

[8431:C:\My Documents\Middle Fork Greenway\Cook Betty Shore - non-warranty deed .819 acres.wpd:June 29, 2004]



(Payne Branch)

2819-76-1720 - middle Fork greenway
Association

Niley Cook

Excise Tax: \$-0-

Recording Time, Book & Page
File Number: 2042506.92 (hmv)

State of North Carolina

WARRANTY DEED

County of Watauga

This Deed, made this _____ day of _____, 2012, by and between

**WATAUGA COUNTY PATHWAYS, INC., F/K/A
MIDDLE FORK GREENWAY ASSOCIATION, INC.
a North Carolina Non-Profit Corporation
P. O. Box 253
Boone, NC 28607
(hereinafter called "Grantor")**

and

**WATAUGA COUNTY,
a North Carolina corporate and body politic chartered by the State of North Carolina
814 West King Street
Boone, NC 28607
(hereinafter called "Grantees")**

WITNESSETH

Grantor(s) for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS to them paid by the said Grantee(s), the receipt of all of which is hereby acknowledged, have, subject to any exceptions, conditions, provisions, restrictions or reservations herein contained, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said Grantees, their heirs, successors and assigns, all that certain tract(s) or parcel(s) of land lying and being in **Blue Ridge** Township, **Watauga** County, North Carolina, more particularly described as follows:

BEING a 1.36 acre tract located in the Blue Ridge Township Watauga County and being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

This conveyance is subject to a Grant of Conservation Easement from the Grantor to Blue Ridge Rural Land Trust as recorded at Book 1174 at Page 540, Watauga County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book of Records 1167 at Page 623, Watauga County Public Registry.

Pursuant to NCGS 105-317.2, Grantor represents that the property conveyed herein (please initial one of the following):

_____ is
 X is not

It's primary residence.

Prepared without benefit of title examination

The use of the 1.36 acre tract by the Grantee is restricted to the development, installation, maintenance, and repair of the Middle Fork Greenway being developed between the towns of Blowing Rock and Boone in Watauga County. This restriction shall be a covenant running with the land, and binding upon the Grantee, its successors and assigns, and enforceable by Watauga County Pathways, Inc. f/k/a Middle Fork Greenway Association, Inc and the Blue Ridge Conservancy f/k/a Blue Ridge Rural Land Trust. If the Middle Fork Greenway is not developed by Watauga County Pathways, Inc. f/k/a Middle Fork Greenway Association, Inc and the Blue Ridge Conservancy f/k/a Blue Ridge Rural Land Trust, their successors and assigns, the property is to be preserved in its natural state in perpetuity, and protected from any use which could cause harm to the environment. The acceptance of this deed by Watauga County imputes no obligation to Watauga County to develop, install, construct or maintain the Middle Fork Greenway, and that Watauga County's acceptance of the deed is as an accommodation to the Grantor to assist it in the development, installation, construction, maintenance and repair of the Middle Fork Greenway.

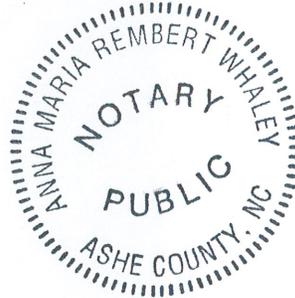
To have and to hold the said premises above described, with every privilege and appurtenance thereunto belonging to the said Grantees, their heirs, successors and assigns, to their only use and behoof forever, subject always to any exceptions, conditions, provisions, restrictions or reservations herein contained.

The Grantors covenant with the Grantees, their heirs, successors and assigns: that they are the owners of and are seized of the premises in fee simple; that they have a good right to convey the same in fee simple; that title is marketable and free and clear of all liens and encumbrances, except as herein set forth; and, that they will forever warrant and defend the title thereto against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Watauga County Pathways, Inc.; f/k/a
Middle Fork Greenway Association, Inc.

By: William H. Hall
William H. Hall, Chairman



Watauga County, North Carolina

I certify that the following person, William H. Hall, Chairman of Watauga County Pathways, Inc. f/a/k/a Middle Fork Greenway Association, Inc., personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: 4/25/12
(Official Seal)

Anna Maria Rembert Whaley
Print Name: ANNA MARIA REMBERT WHALEY
My Commission expires: Dec. 19, 2012

20060317000037000 DEED
 Bk: BR1167 Pg: 626
 03/17/2006 12:17:45PM 4/6

Exhibit A

BLUE RIDGE TOWNSHIP
 WATAUGA COUNTY

NORTH CAROLINA

BEING that same parcel of land conveyed by TONY M. GREENE and wife, MARTHA L. GREENE to LOLA C. MILLER (widow) as recorded in Record Book 170, Page 834 of the Office of the Register of Deeds of Watauga County, North Carolina and more particularly described as follows:

BEGINNING on a nail and washer found, a common corner of the Private Park, Rhododendron Ridge (Plat Book 16, Page 197), having N.C.G.S. NAD 83 coordinates of N 894,672.6039' and E 1,219,229.3044', in the center of Niley Cook Road, N.C.S.R. 1532 having a 60' right-of-way, said nail & washer being located a grid bearing and distance of N 26 ° 41 ' 37 " E, 2,000.02 feet from N.C.G.S. Monument "GLASS" and also being located, N 44 ° 12 ' 46 " W, 109.90 feet from another nail & washer found in the center of the road; THENCE leaving the road and with the common line of said Private Park the following two (2) courses and distances,
 1.) S 78 ° 54 ' 14 " W, 33.79 feet to a 3/4" iron pipe found on the southwesterly side of the road,
 2.) continuing, S 78 ° 54 ' 14 " W 148.36 feet, to a point in the center of the Middle Fork of the New River, said point being located S 74 ° 09 ' 58 " W, 23.96 feet from a 3/4" iron pipe found on the northeast bank of the river; THENCE continuing, S 78 ° 54 ' 14 " W, 8.39 feet to another point near the center of the river; THENCE with the river the following two (2) courses and distances, 1.) N 21 ° 16 ' 46 " W, 257.92 feet to a point, 2.) N 18 ° 02 ' 46 " W, 192.06 feet to a point, a common corner of George R. Clemens (Record Book 113, Page 39); THENCE leaving the river and with Clemens' line the following two (2) courses and distances,
 1.) N 62 ° 19 ' 14 " E, 32.00 feet to a 3/4" iron pipe set on the southwesterly side of the aforesaid Niley Cook Road, 2.) N 62 ° 20 ' 14 " E, 25.13 feet to a nail & washer set in the center of the road; THENCE with the center of the road the following five (5) courses and distances,
 1.) S 37 ° 43 ' 46 " E, 58.19 feet to a point, 2.) S 36 ° 19 ' 46 " E, 164.53 feet to a point,
 3.) S 33 ° 11 ' 46 " E, 205.17 feet to a point, 4.) S 32 ° 44 ' 46 " E, 26.28 feet to a point,
 5.) S 36 ° 25 ' 46 " E, 50.27 feet to the POINT OF BEGINNING. As surveyed and platted by LESLIE COLE, P.L.S., P.A. on 8/2/2004. Project - CookM.pro.

Containing 1.365 acres, more or less.

Situate, lying and being in Blue Ridge Township, Watauga County, North Carolina.

Subject to all agreements, conditions, easements, reservation, rights-of-way and all other matters of record.

EXHIBIT B

**MIDDLE FORK GREENWAY ASSOCIATION
3740 U.S. HIGHWAY 321 SOUTH
BLOWING ROCK, N.C. 28605**

January 23, 2006

**BASELINE REPORT SUMMARY
On
THE FORMER LOLA COOK MILLER PROPERTY
PARCEL I.D. #2819-84-9772-000**

Now owned by
Mark A. Cook,
152 Hodges Miller Road,
Blowing Rock, N.C. 28605
and
Marie Cook Isenhour
37 Pine Ridge Drive
Lake Placid, Florida 33852

The property of Mark A. Cook and Marie Cook Isenhour is a 1.365-acre undeveloped tract located in Blue Ridge Township, Watauga County, North Carolina. It is accessed from U.S. Highway 321, about 3 miles south of the county seat of Boone. From Boone, travel south on U.S. 321 to the intersection with Niley Cook Road. Proceed on Niley Cook Road approximately 1/4 mile and turn sharply down an unmarked grassy road to the right, into a field. The property lies between Niley Cook Road and the Middle Fork/South Fork of the New River.

The property lies on the east side of the Middle Fork. It is bordered on the north by the steep, narrow streambank of George Clemens and on the south by the first of four contiguous riparian tracts that Marie Cook Isenhour has put under donated conservation easement. The length of river bordering the 1.365-acre property is approximately 450 feet. The length of river bordering the next four tracts is approximately 1,025 feet.

Mixed hardwoods, including several tall oak, birch, maple, hickory, and poplar trees, grow along the streambank and along the top of the bank. There are two separate clusters of rhododendrons. Younger trees are interspersed among the tall trees along the southern edge, and Goldmine Branch, which flows through the adjoining tract, empties into the Middle Fork near the southern border of the property.

An electric right-of-way, with power poles and overhead lines, runs along the eastern side of the property, at the foot of the bank below Niley Cook Road. A drainage culvert runs

beneath the road and protrudes from the bank, draining stormwater from the ditch on the opposite side. Blackberry briars grow along the bank below the road.

The property is primarily in grass which has been kept mowed over the years. As with the next four riparian tracts, the meadow and the trees along the streambank form a natural filtration system helping to protect the river from runoff. The property's proximity to the Blue Ridge Escarpment and Parkway make it valuable as a sanctuary for wildlife and as a migration corridor for migratory songbirds. The open field provides migration and nesting habitat for deer, fox, and bobcat. Mammals such as groundhog, eastern cottontail rabbit, beaver, muskrat, gray squirrel, raccoon, and possum are present. The wooded areas provide sanctuary and nesting habitat for the large variety of birds known to occupy the area at various times, among them the Carolina chickadee, slate-colored junco, Carolina wren, mockingbird, blue jay, gold- and purple- finch, cardinal, oriole, cedar waxwing, pileated and flicker woodpecker, white-breasted nuthatch, gnatcatcher, great blue heron, and red-tailed hawk.

The property has no improvements.

The property has been owned by members of the Cook Family for more than seventy years. Lola Cook Miller, whose parents deeded her the land in 1948, liked to sit on the bank and dip her feet in the river. She remembers when the area was covered with chestnut trees and pigs roamed free and lived on the chestnuts. Owning this 1.36-acre tract will allow Middle Fork Greenway Association to create a small park to preserve a chapter of local history. The Cook Family's willingness to sell this tract to MFGA, and to donate a conservation easement through the next four tracts, moves our project closer to its goal of connecting the towns of Boone and Blowing Rock with a hiking and biking trail which will cause people to slow down and appreciate the natural and cultural heritage of the area.

In compliance with Section 1.170A-14(g)(5) of the federal tax regulations, this baseline report is an accurate representation of the property at the time of Middle Fork Greenway Association's purchase of it.

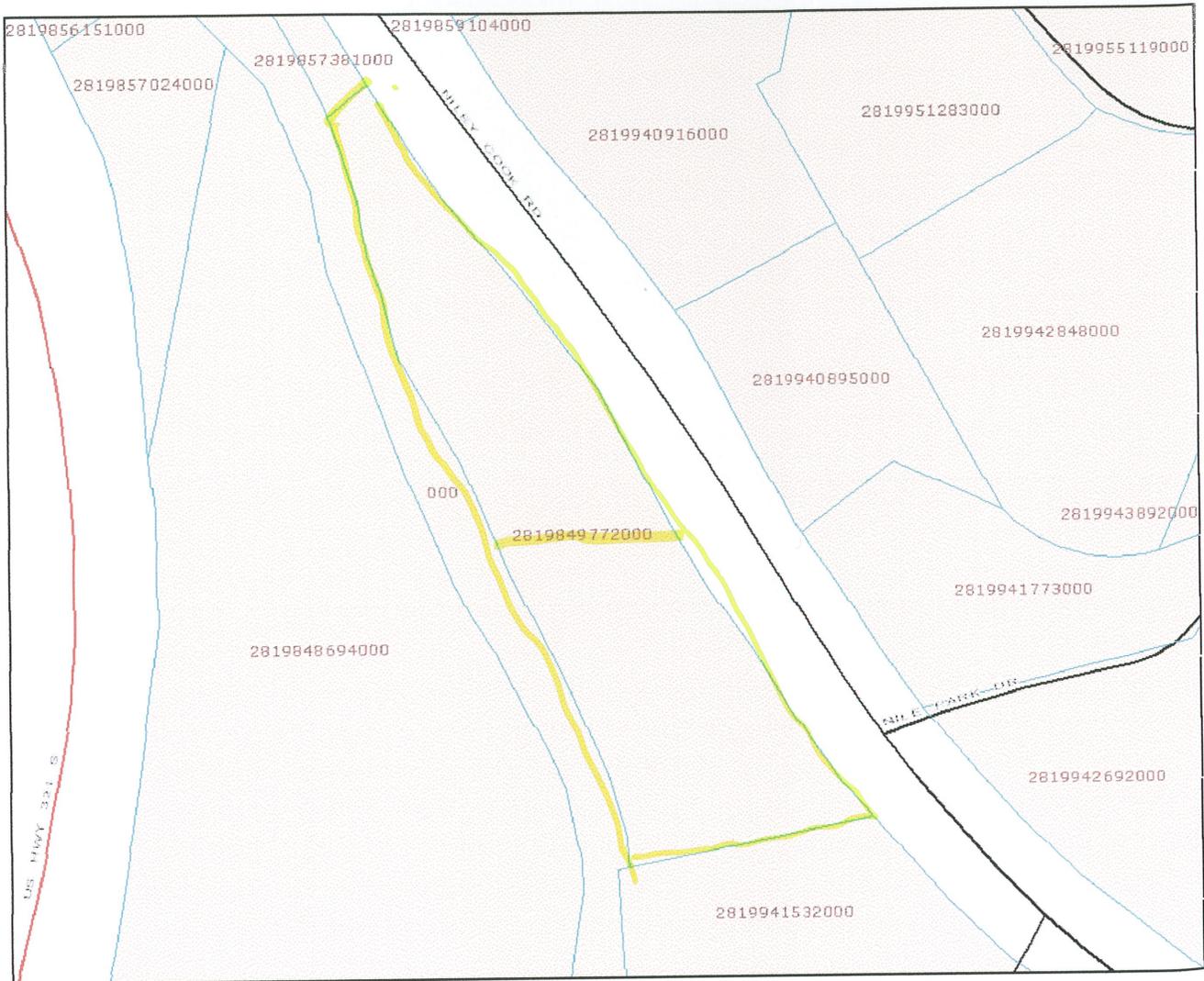


Mark A. Cook,
Seller
Date: 3-16-06



Middle Fork Greenway Association,
Buyer
Date: 3/16/06

Document prepared by Anne Burgess, Middle Fork Greenway Association Grant Administrator



Middle Fork Greenway Assoc

2819-84-9772

(Miley Cook)

Whitener

Excise Tax: \$-0-

Recording Time, Book & Page
File Number: 2042506.92 (hmw)

State of North Carolina

WARRANTY DEED

County of Watauga

This Deed, made this _____ day of _____, 2012, by and between

BLUE RIDGE CONSERVANCY
f/k/a BLUE RIDGE RURAL LAND TRUST
a North Carolina non-profit corporation
P.O. Box 568
Boone, NC 28607
(hereinafter called "Grantor")

and

WATAUGA COUNTY,
a North Carolina corporate and body politic chartered by the State of North Carolina
814 West King Street
Boone, NC 28607
(hereinafter called "Grantees")

WITNESSETH

Grantor(s) for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS to them paid by the said Grantee(s), the receipt of all of which is hereby acknowledged, have, subject to any exceptions, conditions, provisions, restrictions or reservations herein contained, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said Grantees, their heirs, successors and assigns, all that certain tract(s) or parcel(s) of land lying and being in **Blowing Rock** Township, **Watauga** County, North Carolina, more particularly described as follows:

BEING a 3.658 acre tract located in the Blowing Rock Township Watauga County and being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

This conveyance is subject to a Grant of Greenway/Park Easement from Grantor to Middle Fork Greenway Association, Inc. as recorded at Book 1077 at Page 678, Watauga County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book of Records 1029 at Page 129, Watauga County Public Registry.

Pursuant to NCGS 105-317.2, Grantor represents that the property conveyed herein (please initial one of the following):

_____ is
 is not

It's primary residence.

Prepared without benefit of title examination

The use of the 3.658 acre tract by the Grantee is restricted to the development, installation, maintenance, and repair of the Middle Fork Greenway being developed between the towns of Blowing Rock and Boone in Watauga County. This restriction shall be a covenant running with the land, and binding upon the Grantee, its successors and assigns, and enforceable by Watauga County Pathways, Inc. f/k/a Middle Fork Greenway Association, Inc and the Blue Ridge Conservancy f/k/a Blue Ridge Rural Land Trust. If the Middle Fork Greenway is not developed by Watauga County Pathways, Inc. f/k/a Middle Fork Greenway Association, Inc and the Blue Ridge Conservancy f/k/a Blue Ridge Rural Land Trust, their successors and assigns, the property is to be preserved in its natural state in perpetuity, and protected from any use which could cause harm to the environment. The acceptance of this deed by Watauga County imputes no obligation to Watauga County to develop, install, construct or maintain the Middle Fork Greenway, and that Watauga County's acceptance of the deed is as an accommodation to the Grantor to assist it in the development, installation, construction, maintenance and repair of the Middle Fork Greenway.

To have and to hold the said premises above described, with every privilege and appurtenance thereunto belonging to the said Grantees, their heirs, successors and assigns, to their only use and behoof forever, subject always to any exceptions, conditions, provisions, restrictions or reservations herein contained.

The Grantors covenant with the Grantees, their heirs, successors and assigns: that they are the owners of and are seized of the premises in fee simple; that they have a good right to convey the same in fee simple; that title is marketable and free and clear of all liens and encumbrances, except as herein set forth; and, that they will forever warrant and defend the title thereto against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Blue Ridge Conservancy

By: *Ed Shuford*
Ed Shuford, President

Watauga County, North Carolina

I certify that the following person, Ed Shuford, President of Blue Ridge Conservancy, personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: May 8, 2012

(Official Seal)

Anna Maria Rambert Whaley
Print Name: ANNA MARIA Rambert Whaley
My Commission expires: Dec. 19, 2012

W:\ASD\Clients\Watauga County\Middle Fork Greenway\Blue Ridge Rural Land Trust To Wat Co. 3.658 Ac.Doc



EXHIBIT A
Page One of Three

Job No.03269

September 15,2003

Blowing Rock Township
Watauga County, North Carolina

Re: Greenway and Conservation Easement across lands described in Deed Book 091 at page 423

BEING a 3.658 acres parcel of land lying on the southeast side of U.S. Highway No. 221/321 approximately 0.5 mile southeast of the intersection of North Carolina Secondary Road No. 1540 with said highway and being a portion of the lands described in deed recorded in Deed Book 091 at page 423 of the Watauga County Public Registry as conveyed to Sterling H. Whitener; being bounded on the west by US Highway 221/321 and Wayne Underwood (Book of records 689, Page 224), on the north by Jimmy W. Triplett Living Trust (Book of Records 409, Page 763), on the east by Sterling H. Whitener (Deed Book 091, Page 423), on the south by Joe Guarneri (Deed Book 086, Page 288) as surveyed by Donald H. McNeil, P.L.S., L-2809, Appalachian Professional Land Surveyors & Consultants, P.A. survey no.03269, dated September 15,2003 as

BEGINNING on a 5/8 inch rebar set on the southeast side of U.S. Hwy. No. 221/321 and in the northern line of the lands conveyed to Joe Guarneri by deed recorded in Deed Book 086 at page 288 and being located South 11 degrees 39 minutes 00 seconds East 100.66 feet from an existing 3/4 inch conduit pipe found on the north side of the highway in the common line of the lands of Wayne Underwood and Michael J. Shore (Book of Records 220, Page 556); **thence** with the line of the lands of Guarneri, North 69 degrees 36 minutes 15 seconds West 40.00 feet to a point in the center line of U.S. Hwy. No. 221/321; **thence** with the center line of said highway, North 53 degrees 38 minutes 20 seconds East 40.01 feet to a point; **thence** leaving the center line, North 36 degrees 21 minutes 40 seconds West 25.99 feet to a calculated point near the edge of the highway, said point being the common corner of the lands of Sterling H. Whitener and the lands conveyed to Michael J. Shore by deed recorded in Book of Records 220 at page 556 and the lands conveyed to Wayne Underwood by deed recorded in Book of Records 689 at page 224 and located South 00 degrees 30 minutes 30 seconds West 39.99 feet from an existing 3/4 inch conduit pipe; **thence** with the southeastern and eastern line of the lands of Underwood as described in a boundary line agreement recorded in Book of Records 174 at page 396 the following thirteen (13) courses and distances: (1) North 59 degrees 46 minutes 30 seconds East 238.76 feet to a point in the center line of the highway; (2) North 53 degrees 30 minutes 30 seconds East 108.05 feet to a point in the center line; (3) North 49 degrees 38 minutes 30 seconds East 65.24 feet to a point in the center line; (4) North 42 degrees 46 minutes 30 seconds East 68.39 feet to a point in the center line; (5) North 36 degrees 15 minutes 30 seconds East 64.79 feet to a point in the center line; (6) North 29 degrees 42 minutes 30 seconds East 62.94 feet to a point in the center line; (7) North 23 degrees 16 minutes 30 seconds East 67.28 feet to a point in the center line; (8) North 16 degrees 37 minutes 30 seconds East 67.67 feet to a point in the center line; (9) North 11 degrees 02 minutes 30 seconds East 31.62 feet to a point in the center line; (10) North 06 degrees 50 minutes 30 seconds East 65.99 feet to a point in the center line; (11) North 00 degrees 15 minutes 30 seconds East 61.35 feet to a point in the center line; (12) North 05 degrees 48 minutes 30 seconds West 62.77 feet to a point in the center line; and (13) North 12 degrees 13 minutes 30 seconds West 36.26 feet to a point in the center line of the highway, said point being the common corner of the lands of Whitener and Underwood and the lands conveyed to Jimmy W. Triplett Living Trust by deed recorded in Book of Records 409 at page 763 in tracts 2, 3, & 4; **thence** leaving the highway and with the southern line of the lands of said Trust, South 78 degrees 48 minutes 10 seconds East, passing a 5/8 inch rebar set on line at 40.00 feet, a total of 138.20 feet to a calculated point on the north bank of the Middle Fork New River, said point being located South 10 degrees 10 minutes 50 seconds West 7.46 feet from an existing 1/2 inch conduit pipe; **thence** continuing with the line of the Trust, South 10 degrees 10 minutes 50 seconds West 12.54 feet to a point on the north edge of the River; **thence** South 62 degrees 55 minutes 45 seconds East 111.68 feet to a point on the northeast edge of the River; **thence** South 03 degrees 48 minutes 10 seconds East 59.70 feet to a point on the east edge of the River and being located South 88 degrees 29 minutes 50 seconds West 12.00 feet from an existing 1/2 inch rebar on the east bank of the River; **thence** with a new line through the lands of Sterling H. Whitener, South 21 degrees 35 minutes 55 seconds West 86.60 feet to a point in the center of the Middle Fork New River; **thence** continuing said new line and with the center line of the River the following twenty-three (23) courses and distances: (1) South 04 degrees 06 minutes 40 seconds East 64.61 feet to a point; (2) South 21 degrees 53 minutes 15 seconds East 17.14 feet to a point; (3) South 14 degrees 40 minutes 15 seconds West 27.42 feet

EXHIBIT A

Page Two of Three

to a point; (4) South 45 degrees 01 minutes 30 seconds West 89.26 feet to a point; (5) South 25 degrees 17 minutes 05 seconds West 35.14 feet to a point; (6) South 67 degrees 01 minutes 20 seconds West 55.95 feet to a point; (7) South 51 degrees 57 minutes 00 seconds West 126.39 feet to a point; (8) South 44 degrees 44 minutes 15 seconds West 90.61 feet to a point; (9) South 49 degrees 12 minutes 10 seconds West 28.71 feet to a point; (10) South 38 degrees 58 minutes 25 seconds West 64.16 feet to a point; (11) South 52 degrees 22 minutes 10 seconds West 42.78 feet to a point; (12) South 40 degrees 30 minutes 45 seconds West 58.62 feet to a point; (13) South 26 degrees 49 minutes 50 seconds West 51.52 feet to a point; (14) South 23 degrees 12 minutes 35 seconds West 31.91 feet to a point; (15) South 35 degrees 26 minutes 05 seconds West 30.09 feet to a point; (16) South 76 degrees 48 minutes 10 seconds West 28.13 feet to a point; (17) North 68 degrees 09 minutes 55 seconds West 38.57 feet to a point; (18) North 84 degrees 29 minutes 40 seconds West 13.94 feet to a point; (19) North 49 degrees 51 minutes 55 seconds West 13.61 feet to a point; (20) North 77 degrees 37 minutes 55 seconds West 17.37 feet to a point; (21) South 82 degrees 11 minutes 35 seconds West 19.70 feet to a point; (22) South 73 degrees 48 minutes 50 seconds West 22.02 feet to a point; and (23) South 63 degrees 57 minutes 50 seconds West 36.14 feet to a point in the center of the River and in the northern line of the aforesaid lands of Joe Guarneri, said point being located North 70 degrees 26 minutes 35 seconds West 187.76 feet from an existing ½ inch rebar found at a 30 inch Hemlock; thence leaving the River and with the northern line of the Guarneri lands, North 69 degrees 36 minutes 15 seconds West 37.72 feet to the **BEGINNING** and containing **3.658 acres** as calculated by the coordinate geometry method and having bearings relative to the North Carolina Geodetic Survey (AND 27) as per ties to the survey of the Wayne Underwood lands and having distances being horizontal measurements.

Grantors herein RESERVE for themselves, their personal representatives, heirs, successors and assigns a nonexclusive, perpetual and appurtenant road right-of-way and utility easement from US highway 221/321 over, across and upon the above described parcel, and leading to remaining Whitener Family lands, including but not limited to those lands served by the right-of-way described in Right of Way Deed recorded in Deed Book 251, Page 902, Watauga County, North Carolina, Public Registry, and the Right of Way Deed recorded in Deed Book 251, Page 902, the centerline of which is more as follows:

BEGINNING at a point in the center of the existing gravel drive and the edge of the pavement for US Highway 221/321 and running thence from said Highway as said drive is shown on the plat of survey for the 3.658 acre parcel herein conveyed;

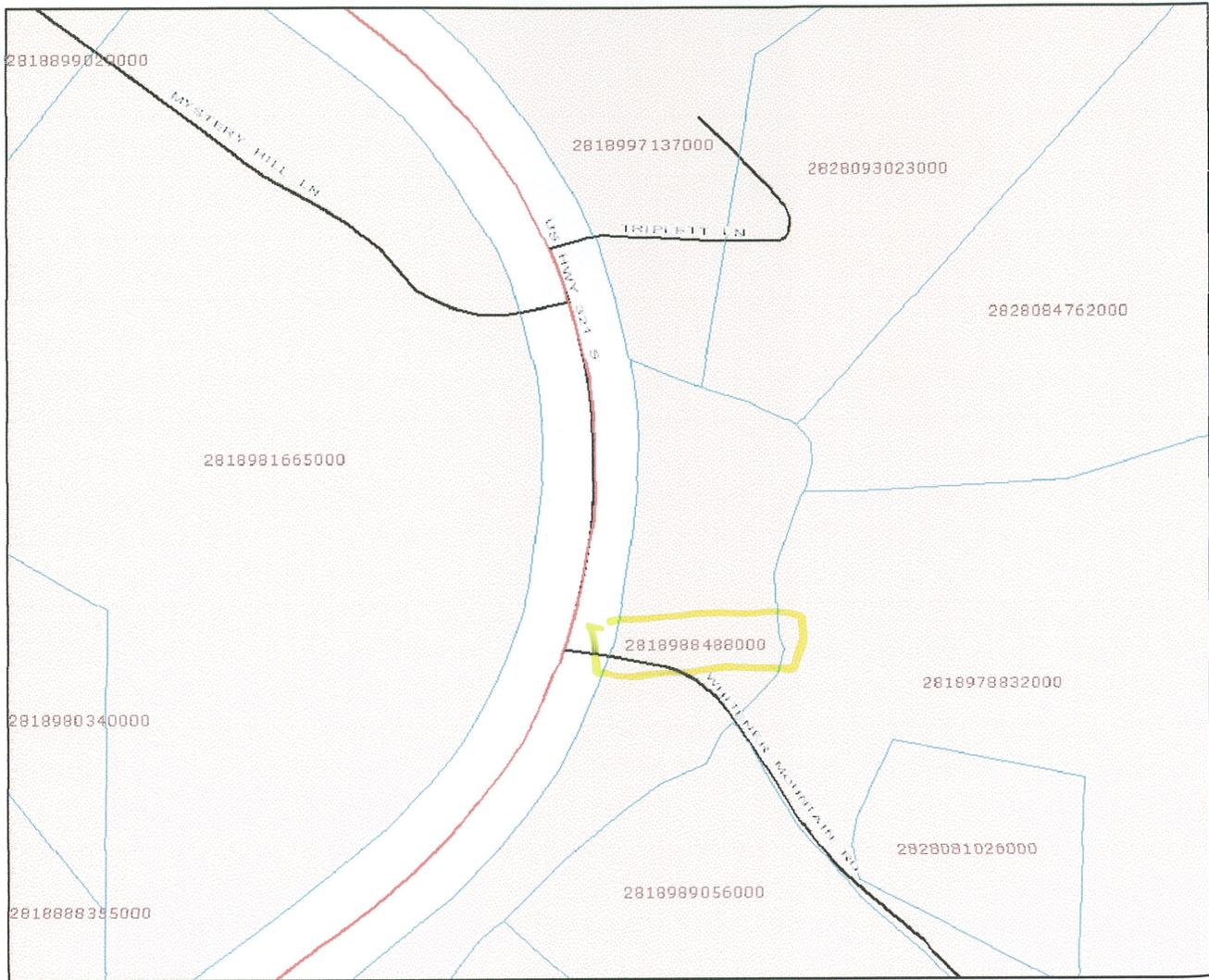
and also being described on plat of survey by O. Wayne Green, RLS L-2889, O. Wayne Green and Associates, P.A., dated April 25, 1997, and describing said centerline as follows:

BEGINNING on a computed point on the edge of the pavement for U.S. 321, in the center of the stone drive herein described, and running thence along the center of said existing drive the following five (5) calls: (1) South 69° 16' 43" East 22.93 feet to a computed point, (2) South 69° 16' 43" East 60.77 feet to a computed point, (3) South 64° 18' 04" East 55.14 feet to a computed point, (4) South 43° 19' 06" East 24.03 feet to a computed point, on the edge of the Middle Fork of the New River, and (5) South 28° 39' 52" East 24.99 feet to a computed point on the east side of the river.

Said right-of-way and easement shall be 45 feet in width, and 22.5 feet on each side of the above-described centerline. There is also RESERVED by Grantor, for themselves, their personal representatives, heirs, successors and assigns a nonexclusive, perpetual and appurtenant right-of-way sufficient to establish a Road Connection as defined by the North Carolina Division of Highways, Department of Transportation (NCDOT), and a permit therefor, for access to any and all future development of the remaining Whitener Family lands, including any and all such development under the Watauga County Ordinance to Govern Subdivisions and Multi-Unit Structures, or any future land-use ordinance, Watershed Protection Ordinance or otherwise affecting such development. The NCDOT Recommended Road Connection requirements currently include, but are not limited to, a 50 foot long taper of right-of-way as it approached the connection, a 30 foot wide minimum traveled surface, a 30 foot radius on each side of the connection, and a 10 foot by 70 foot sight triangle on each side of the connection, as are shown on the attached copy of Figure 4 of the NCDOT Subdivision Manual, which is incorporated herein an illustration of the current requirements (without curb and gutter); provided, however, that the right-of-way herein reserved shall include any and all rights-of-way as shall be necessary to meet the requirements of any future NCDOT and other governmental unit(s) having jurisdiction with regard to said development and rights-of-way. Other requirements which may be a factor and for which right-of-way is RESERVED include turn-out (deceleration lane and bridge rebuilding).

EXHIBIT A
Page Three of Three

The intent of this deed is to convey the fee simple title to the subject property to Grantee so that it may be used as a greenway trail. Grantors, for themselves, their personal representatives, heirs, successors and assigns, agree that they shall use their best efforts to minimize any affect that the reserved rights-of-way may have on said greenway trail or the proposed location thereof if same has not in fact been built.



(Whitener)
2818-98-8488 Blue Ridge Rural Land
Trust

AGENDA ITEM 5

WATAUGA HUMANE SOCIETY SPAY/NEUTER PROGRAM REQUEST

MANAGER'S COMMENTS:

Chief Animal Control Officer Gomez and Lynn Northup will present a Cooperative Spay-Neuter Services Agreement for Board approval. The purpose of the program is to reduce the population of unwanted animals in the State. Cities and Counties are eligible to apply for reimbursement of direct costs of spaying and neutering of cats and dogs owned by low-income persons.

Essentially, the Humane Society will contract with a vet to provide spay and neuter services. Upon completion of the services, the Humane Society will pay the vet and submit appropriate documentation for the County to submit to the State for reimbursement. No County match or expenditure of funds is required by the County. Watauga Humane Society personnel will be responsible for verifying low-income eligibility and, in the event that funds are no longer available, the Humane Society will be responsible for all associated expenses. In addition, the Humane Society will be financially responsible for compliance with all rules and regulations pertaining to the program.

Board approval is requested, contingent upon County Attorney review to approve the Cooperative Spay-Neuter Services Agreement with the Watauga Humane Society.

NORTH CAROLINA**WATAUGA COUNTY****COOPERATIVE SPAY-NEUTER SERVICES AGREEMENT**

THIS AGREEMENT is between Watauga County, North Carolina (the “county”), party of the first part; and Watauga Humane Society, Inc., a North Carolina Non-Profit corporation (the “Provider”), party of the second part.

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement. The purpose of this Cooperative Spay-Neuter Services Agreement is to allow the County to obtain spay-neuter funds from the State of North Carolina, through the ICARE program, and use those spay-neuter funds to engage the Provider as an independent contractor, to administer a program to provide qualified low income residents of the county with affordable spay-neuter services.

I. SERVICES TO BE PROVIDED

The services to be performed by the Provider shall be as follows: (1) Administer a dog and cat spay/neuter financial assistance program for low-income Watauga County residents; and (2) Provide vouchers that enable “Qualified Residents” (as hereinafter defined) of Watauga County to spay or neuter a dog or cat for \$20.00 or less. The Provider will use funds paid pursuant to Section III of this Agreement to supplement Provider’s existing low-cost spay/neuter program. All funds payable to Provider pursuant to Section III of this Agreement must be used for the benefit of applicants residing in Watauga County.

Provider shall partner with licensed veterinarians to deliver the spay/neuter surgeries. It is understood that Provider will have the sole responsibility for location, contracting and other wise providing spay/neuter options through veterinarians and veterinary clinics. The County shall not be required to enter into any agreements with veterinarians or veterinary clinics for the provision of spay/neuter services contemplated by this Agreement. Provider hereby represents and warrants to the County that all veterinarians performing services for clients as contemplated by this Agreement have in force veterinary medical malpractice insurance of commercially reasonable policy limits which will cover acts of veterinary medical malpractice in such amounts as to provide adequate coverage prior to allowing any such veterinarian to perform services for clients as contemplated by this Agreement. Provider shall retain evidence of such insurance for each veterinarian who performs services contemplated by this agreement and such evidence of insurance shall be provided to the County upon request. The Provider agrees to defend, indemnify, and hold harmless the County from all loss, liability, and claims or

expense (including reasonable attorney's fees) arising from the services required or contemplated herein (including the provision of animal medical services by Provider's contractors, assignees, employees and agents).

II. TERM

The services of the Provider shall begin on the 1st of _____, 2012, and shall be provided until _____ 30th, 2012.

III. PAYMENT

A county eligible for reimbursement of spaying and neutering costs from the North Carolina Spay/Neuter Account shall apply to the Department of Agriculture and Consumer Services by the last day of January, April, July, and October of each year to receive a distribution from the Account for that quarter. The application shall be submitted in the form required by the Department and shall include an itemized listing of the costs for which reimbursement is sought. The provider shall fill out the reimbursement form and submit to the county for processing and mailing to the Department.

Provider shall then submit an invoice to the County for services provided on a quarterly basis. Payment to the Provider will be made with the funds received from the State Spay/Neuter Fund. The invoice shall contain Provider's name and federal tax identification number and shall be signed and dated by an officer of Provider. Invoices should be sent to:

Watauga County Finance Department
814 West King Street, 216
Boone, NC 28607

Payments made to Provider only for "Qualified Residents"

For purposes of this Agreement, a "Qualified Resident" is a person whose annual household income is under three hundred percent (300%) of the federal poverty level guidelines published by the United States Department of Health and Human Services or an individual who qualifies for one or more of the programs of public assistance administered by the Department of Social Services. It is understood that for each spay/neuter surgery performed pursuant to this Agreement, Provider shall receive and review all submitted applications and issue vouchers to Qualified Residents. All qualifying documents and applications will be kept in a locked filing cabinet at the WHS Adoption Center and all information within will be kept in strictest of confidence. The vouchers are to be used exclusively with veterinarians who have: (1) existing contracts with Provider; and (2) that have given Provider the insurance information required herein. Provider will pay the veterinarian the cost of the surgery directly, and County shall have no liability or other obligation whatsoever to any veterinarian or veterinarian clinic for payment of costs associated with surgery or other procedures performed by

veterinarians for Qualified Residents whether or not the County is obligated to reimburse Provider for these same services. If ever audited and found wanting, WHS will be responsible for reimbursing the County.

IV. RELATIONSHIP OF PARTIES

Provider is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

Provider shall keep records in a manner consistent with the requirements of the NC ICARE program and provide these records to the County as needed.

V. TERMINATION

Provider may terminate this Agreement upon thirty (30) days written notice to the County, and the County may terminate this agreement upon thirty (30) days written notice to Provider.

VI. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County.

It is the intent of this section to require the Provider to indemnify the County to the extent permitted under North Carolina law.

VII. NON-ASSIGNMENT

Provider shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

VIII. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the

Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signatures.

IX. GOVERNING LAW

Both parties agree that the laws of the State of North Carolina shall govern this Agreement.

Watauga County, North Carolina

Watauga Humane Society

By: _____
Chair, Board of County Commissioners

By: _____
Board of Directors President

The State Spay/Neuter Program focuses on reducing the population of unwanted animals in the state by encouraging the spaying and neutering of dogs and cats. The program includes both an education component and a local Spay/Neuter Assistance component. Through the assistance component, cities and counties are eligible to apply for reimbursement of direct costs of spays and neuters of cats and dogs owned by low-income persons.

Now that we have a partnership with the County we can help fund our low cost spay/ neuter program to the citizens with this state program. It must run through the County as outlined in the state guidelines. With the assistance of Deron, Anita, and Margaret we have drawn up a contract that will protect the County from any liabilities. This program helps continue to keep our animal population numbers down. It is a win, win situation for everyone.

One of the most important accomplishments that Anita and I have been able to do in the last 10 years (along with Ms. Copley's grant writing help) is supply the public with the means of low-cost spay/neuter, and we are so appreciative of the County's support in the past. As someone who is on the front lines, I can tell you this makes a huge difference in the amount of animals being born each year. Obviously in these tough economic times if someone must choose between groceries on the table or a spay for the family pet, groceries will win every time. With funds from the State Program available, hopefully citizens will not have to make a choice based on financial restraints.

Thank you in advance for your time and consideration on this matter,

Lynn Northup (Shelter Manager)

Veterinary Division

Animal Welfare Section

What is the purpose of the Spay/Neuter Program?

The Spay/Neuter Program is intended “to foster the spaying and neutering of dogs and cats for the purpose of reducing the population of unwanted animals in the State.” The program has two parts: **education** and **local spay/neuter assistance**.

Who is eligible for reimbursement?

Cities and counties are eligible to apply for reimbursement of direct costs of spays & neuters of cats and dogs owned by low-income persons. Cities and counties may contract with a private veterinarian(s), a spay/neuter clinic operated by the county or city, or a spay/neuter clinic operated by a private organization(s). These contracted entities may be located within the jurisdiction or outside of the jurisdiction.

The program cannot provide direct reimbursement to individuals, veterinarians, or private organizations such as humane societies or SPCAs.

[Back to Top](#)

What types of spay/neuter programs are eligible for reimbursement?

The city or county must provide a year-round program to reduce the cost of spaying or neutering dogs or cats owned by low-income people. The program can consist of one or more of the following:

- a spay/neuter clinic operated by the county or city;
- a spay/neuter clinic operated by a private organization under contract or other arrangement with the county or city;
- a contract or contracts with one or more veterinarians, whether or not located within the county, to provide reduced-cost spaying and neutering services;
- assistance with (subvention of) the spaying and neutering costs incurred by low-income pet owners through the use of vouchers or other procedures that provide a discount on the cost charged by a participating veterinarian or other provider;
- assistance with (subvention of) the spaying and neutering costs incurred by people who adopt a pet from an animal shelter operated by or under contract with the city or county

[Back to Top](#)

Do the programs have to occur all year long?

Yes, the statute requires that the program operate year-round.

What expenses are reimbursable and which are not?

Cities or counties may receive reimbursement for the direct cost of an eligible procedure. Reimbursable costs include anesthesia, medication and veterinary services.

Administrative costs are not reimbursable. Capital expenditures for facilities and equipment associated with the provision of the procedure are not reimbursable.

[Back to Top](#)

Is full reimbursement guaranteed?

No, not necessarily. If there is not sufficient money in the fund to pay 100% of the amounts requested, a formula was created by the General Assembly to pay requests based upon certain criteria. In this event, fifty percent (50%) of the available funds in the Spay/Neuter Account shall be reserved for reimbursement for eligible applicants within development tier one areas as defined in G.S. 143B-437.08. The remaining fifty percent (50%) of the funds shall be used to fund reimbursement requests from eligible applicants in development tier two and three areas as defined in G.S. 143B-437.08.

Among the eligible counties and cities in (a.) development tier one areas, and (b.) development tier two and three areas, reimbursement shall be made to each eligible county or city in proportion to the number of dogs and cats that have received rabies vaccinations during the preceding fiscal year in that county or city, as compared to the number of dogs and cats that have received rabies vaccinations during the preceding fiscal year by all of the eligible applicants in the respective development tier group: (a.) development tier one, or (b.) development tier two and three. County tier designations are available on the [N.C. Department of Commerce website](#).

What is the definition of low-income?

The definition of "low-income" will change on October 1, 2010 to "an individual who qualifies for one or more of the programs of public assistance administered by the Department of Health and Human Services pursuant to Chapter 108A of the General Statutes or an individual whose annual household income is under 300 percent of the federal poverty level guidelines."

[Back to Top](#)

How and when can cities and counties be reimbursed?

Eligible cities and counties must submit the North Carolina Department of Agriculture and Consumer Services application form for reimbursement, postmarked by the last day of the month following each quarterly reimbursement period (by January 31st, April 30th, July 31st, and October 31st), in order to receive a distribution from the fund for that quarter.

The application form for reimbursement is available at: www.ncspayneuter.com

NCDA&CS has 30 days to make payment from the end of the closing date for receipt of the application for each quarter.

How is the program funded?

Funding is voluntary and comes mainly from two sources.

1. You may request a special "I Care" Animal Lovers license plate for your car. The plate will include additional fees over the usual cost of a license plate. A \$20 fee will be paid into the Spay/Neuter Fund from the sale of each "I Care" **Animal Lovers** license plate. Information about requesting the license plate is available online from the [Division of Motor Vehicles](#). Click the button for Specialized License Plates. It is listed as "Animal Lovers."
2. Additionally, \$250,000 will be transferred yearly from the Animal Feed and Pet Food Branch, Food and Drug Protection Division to the Spay/Neuter Account.

[Back to Top](#)

Who do I contact for information about the Spay/Neuter Program?

The NCDA&CS Animal Welfare Section administers the Spay/Neuter Program. The contact information for the Spay/Neuter Program is:

Spay/Neuter Program
1030 Mail Service Center
Raleigh, NC 27699-1030
phone: (919) 715-7111

FAX: (919) 733-6431
email: agr.aws@ncagr.gov

Who must annually report data under the spay/neuter statutes? What data must they report? How do they file a report?

According to the law, "Every county or city animal shelter, or animal shelter operated under contract with a county or city or otherwise in receipt of State or local funding shall prepare an annual report in the form required by the Department of Agriculture and Consumer Services setting forth the numbers, by species, of animals received into the shelter, the number adopted out, the number returned to owner, and the number destroyed. The report shall also contain the total operating expenses of the shelter and the cost per animal handled. The report shall be filed with the Department of Agriculture and Consumer Services by March 1 of each year. A city or county that does not timely file the report required by this Section is not eligible to receive reimbursement payments ..."



Blank Page

AGENDA ITEM 6:**VOTING EQUIPMENT MAINTENANCE AGREEMENT****MANAGER'S COMMENTS:**

Ms. Jane Ann Hodges will present a request for five (5) year maintenance agreement for the County's voting machines. In past years, the State Board of Elections paid for the maintenance and upkeep on the voting equipment with HAVA funds. However, the Board of Elections is of the opinion that these funds will no longer be available and the County will have to assume this cost.

Board of Election staff has been presented with a contract from Election Systems and Software to provide maintenance and repair of the voting equipment for \$17,858.80 for a five (5) year period. Staff would recommend language be added to the contract that stated if HAVA funds were to be made available then the contract would be voided, unless the contract is acceptable to the County Attorney in its present form.

Staff recommends the Board, contingent upon County Attorney review, approve the contract with Election Systems and Software in the amount of \$17,858.80 for a five (5) year term with the understanding that it would be void if HAVA funds were released by the State Board of Elections to pay for the maintenance and repair of the County's voting equipment.

Election Systems & Software, LLC ("ES&S") Purchase Order
Term as selected below and beginning on July 1, 2012

Please select Term of Agreement: 1-Year Term _____ 3-Year Term _____ 5-Year Term _____

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Qty	Description	Annual Maintenance Fee Per Unit: 1-Year Term	Annual Maintenance Fee In Total: 1-Year Term
N/A	iVotronic ADA	N/A	N/A
N/A	iVotronic Supervisor	N/A	N/A
N/A	iVotronic Voter	N/A	N/A
1	Model 650	\$3,318.34	\$3,318.34
31	Model 100	\$245.49	\$7,610.31
28	AutoMARK	\$353.81	\$9,906.67
Total Annual Hardware Maintenance Fees: 1-Year Term			\$20,835.32

Qty	Description	Annual Maintenance Fee Per Unit: 3-Year Term	Annual Maintenance Fee In Total: 3-Year Term
N/A	iVotronic ADA	N/A	N/A
N/A	iVotronic Supervisor	N/A	N/A
N/A	iVotronic Voter	N/A	N/A
1	Model 650	\$3,160.32	\$3,160.32
31	Model 100	\$233.80	\$7,247.94
28	AutoMARK	\$336.96	\$9,434.85
Total Annual Hardware Maintenance Fees: 3-Year Term			\$19,843.11

Qty	Description	Annual Maintenance Fee Per Unit: 5-Year Term	Annual Maintenance Fee In Total: 5-Year Term
N/A	iVotronic ADA	N/A	N/A
N/A	iVotronic Supervisor	N/A	N/A
N/A	iVotronic Voter	N/A	N/A
1	Model 650	\$2,844.29	\$2,844.29
31	Model 100	\$210.42	\$6,523.15
28	AutoMARK	\$303.26	\$8,491.37
Total Annual Hardware Maintenance Fees: 5-Year Term			\$17,858.80

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 4: Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one-year periods (each a "Renewal Period") until this Agreement is terminated according to Article I, Section 1.

ES&S SOFTWARE MAINTENANCE AND SUPPORT DESCRIPTION AND FEES

Listed below are the Unity Software Modules for which Software License, Maintenance and Support will be provided:

Description	Support Provided and Number of Licenses
Software - BIM	N/A
Software - BOD	N/A
Software - DAM	1
Software - EDM	N/A
Software - ERM	1
Software - HPM	1
Software - iVIM	N/A

ES&S Annual Software Maintenance and Support Fees for the Initial Term shall be as follows:

Annual Firmware Maintenance and Support Fees 1-Year Term	Annual Firmware Maintenance and Support Fees 3-Year Term	Annual Firmware Maintenance and Support Fees 5-Year Term
\$2,618.33	\$2,493.66	\$2,244.29

Annual Software Maintenance and Support Fees 1-Year Term	Annual Software Maintenance and Support Fees 3-Year Term	Annual Software Maintenance and Support Fees 5-Year Term
\$7,785.32	\$7,414.59	\$6,673.13

Payment Terms: Hardware, Firmware, and Software Maintenance and Support Fees are due and payable no later than thirty (30) days prior to the beginning of each maintenance and support period.

The parties hereby agree that this Purchase Order and the Hardware Maintenance and Software Maintenance and Support Services General Terms, attached hereto and fully incorporated herein by this reference, (collectively, the "Agreement") represents a binding agreement between ES&S and Customer for the purchase of Hardware Maintenance and Software Maintenance and Support Services. Further, the undersigned Customer hereby agrees to purchase such Hardware Maintenance and Software Maintenance and Support Services from ES&S as set forth herein. The undersigned Customer hereby agrees to the Hardware Maintenance and Software Maintenance and Support Services General Terms and acknowledges that he or she has read the entire Agreement, understands it and fully intends to be bound by it. The undersigned Customer hereby certifies that: 1) sufficient funds are available for any of this purchase that exceeds my allocation of state and/or federal funding; and 2) any amount not funded by state and/or federal funds has been authorized and appropriated for this purchase. As of the date of the signature below, the undersigned Customer has full power and authority to enter into and perform this Agreement, and has been on behalf of the County/State as set forth above.

ES&S Signature Date

Customer Signature Date

Print Name

Print Name

Title

Title

Customer	watauga County
Contact Person	Jane Hodges
Address	PO Box 528
City	Boone
State/Province	North Carolina
Zip	28607-0528
Phone number	828-265-8061



Introducing ES&S Maintenance Package

Dear Customer,

February 27, 2012

One of our commitments to you as a valued customer is to proactively provide you with future pricing for continued coverage on your equipment. The maintenance programs for your ES&S Equipment and Software will expire on June 30, 2012. Starting July 1, 2012 your county may be responsible for any costs associated with maintenance.

When covered under the ES&S Maintenance Plan, we take pride in ensuring that your equipment is maintained properly by trained and certified ES&S technicians so that you can spend your time focusing on more important aspects of your election.

This package works collectively with ES&S' Firmware Maintenance and Support Program. This program enables your ES&S Firmware to perform properly through routine maintenance and support services. During the Firmware Maintenance Term and any renewal period, we will continue to provide updates that may be required through State certification and scheduled by ES&S.

Attached you will find our current per unit pricing schedule for the Hardware, Firmware and Software Maintenance fees.

Please review the options enclosed. Select the term length (1, 3 or 5 year), sign the enclosed agreement and return to ES&S promptly. Attached please find a Post Warranty Maintenance Agreement ("Agreement") between Election Systems & Software, LLC ("ES&S") and your county. Please have two originals executed on behalf of your county and return both originals to Susan Paulson at the address listed below for countersignature on behalf of ES&S. Susan will return to you one fully executed original. If you have any questions, comments, or concerns, feel free to contact me.

Respectfully,

Mac Beeson
Regional Sales Manager
6000 Eaglesfield Drive
Raleigh, NC 27613
dmbeeson@essvote.com

Susan Paulson
Legal Assistant II
11208 John Galt Blvd
Omaha, NE 68137
slpaulson@essvote.com



Benefits of the Package

Key Features and Benefits

Protection

- A preventative maintenance inspection of all voting equipment is covered under your agreement.
- The equipment will be cleaned, calibrated, and tested
- Certified firmware and software upgrades provided
- If needed, parts replacements are made at no additional charge
- When ES&S is supporting all of your hardware and software needs, we can offer guarantees that no one else can.
- Repairs needed at times other than your Preventative Maintenance are included
- Regular certified maintenance and the use of certified parts give your county the best chance at increasing the useful life of the equipment
- Your county will have full manufacturer's support in the event of equipment issues in an election

Security

- Your voting system equipment will be maintained in good working order, adhere to Federal and State guidelines, be up-to-date and ready for your Election Day
- Our trained and certified technicians will always use ES&S "certified voting system" parts, and ES&S takes responsibility to ensure all voting system certification requirements are satisfied
- All of our technicians have passed a complete background check

Priority Service

- Customers with the ES&S Maintenance Service Program are given priority response service and priority access to proprietary, ES&S-"certified voting system" parts.

Expert Resources

- Your voting system equipment will be serviced by technicians trained and certified by ES&S
- All technicians are thoroughly trained and receive regular refresher courses
- Our technicians are regularly in the field interacting with voting equipment, and are up-to-date on the latest practices
- Documentation of the service work will be provided
- The most current ES&S product documentation and training materials are always available on the My ES&S portal
- ES&S provides in-state service with a provider who has over 100 years election experience
- The average in-state technician's experience is greater than 5 years

Budget-Conscious

- You'll pay just one, predictable annual price, which provides easy budgeting
- A maintenance agreement locks in your prices and insulates you from rising expenses
- Remove the worry of unexpected expense. The costs of a scheduled preventative maintenance, upgrades, repair, and labor are all included in your maintenance program
- ES&S's prices are competitive with other election services manufacturers

What's Included

ES&S® 1, 3, and 5 year Maintenance Protection Packages

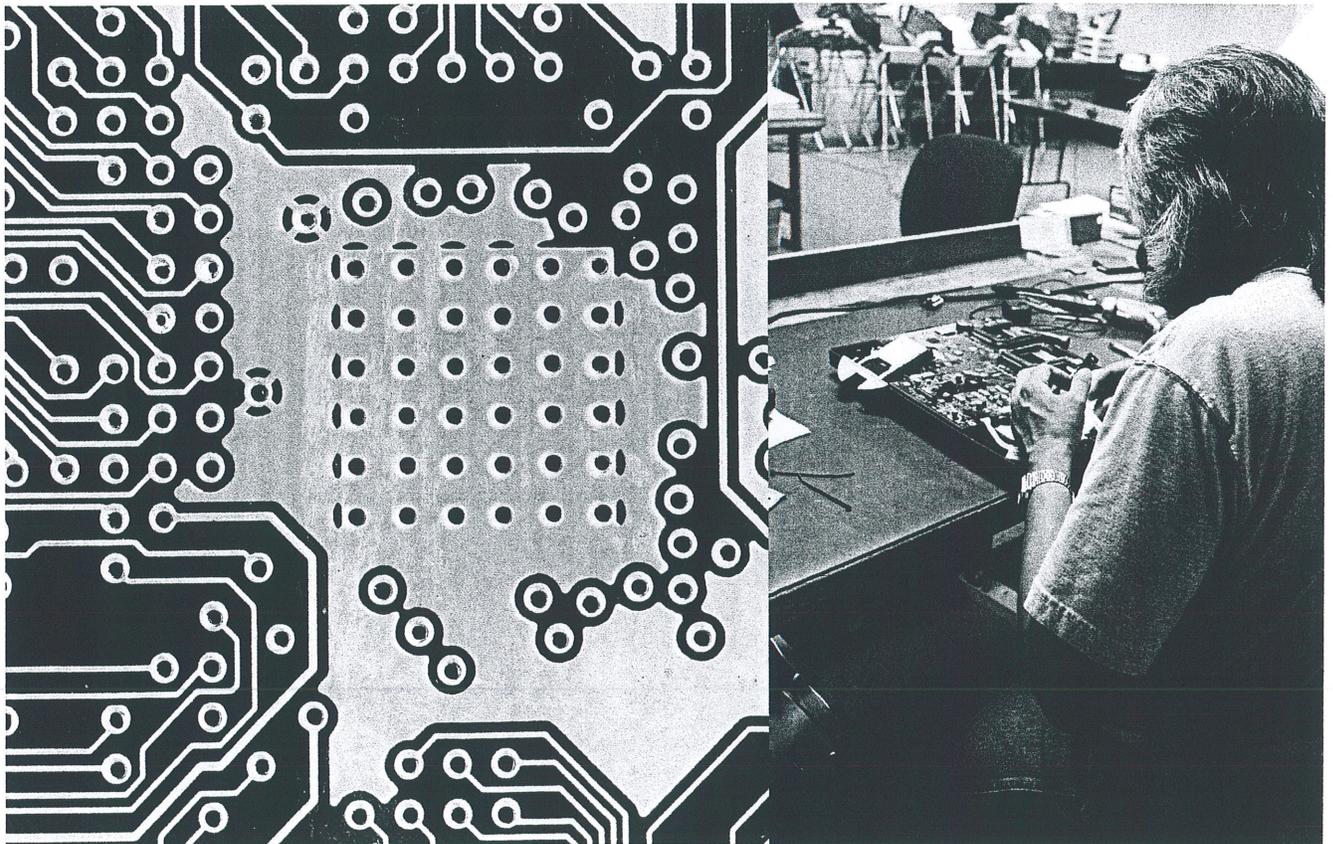
ES&S is offering counties one, three and five year options for your Maintenance protection packages.

Your county has the opportunity to save 5% on the three year plans, and 15% on the five year plans.

Some of the advantages included are below

Included in the packages:

- One simple annual invoice
- Inspection, cleaning, calibration, and testing of covered equipment
- Worn parts are replaced at no charge
- Technical help desk support
- Priority repair service in addition to preventative maintenance
- Software and firmware upgrades
- Service completed by technicians trained and certified by ES&S
- Access to proprietary ES&S voting system parts
- Eligibility for site support at special rates
- Access to loaner units during repairs, if necessary





Why ES&S

Stability	The annual budget for maintenance is easy and predictable .
Reliability	An annual inspection of all of the equipment that is covered under the agreement. The unit is cleaned and calibration is checked and a complete test is run.
Performance	Parts replacement that is needed is done at no additional charge .
Confidence	Your equipment is inspected, serviced, cleaned, calibrated and tested by ES&S trained and certified technicians. Our training program is extensive and provides knowledge of the latest versions of machine firmware and software.
Supportive	Telephone support from our ES&S trained and certified Technical Support team. This staff has equipment on-hand to assist in recognizing your specific needs.
Certified	Only certified parts are used in equipment maintenance. Most States now require certification if there is a change to any part of a tabulator or ADA unit.
Commitment	ES&S' service specialists are experienced election professionals who concentrate on serving elections, nothing else. It's their job to help ensure your election runs smoothly.
Improvement	ES&S is continually reviewing current equipment to develop upgrades and improvements. The ES&S Maintenance Services Program includes upgrades at no additional charge .
Security	All of the technicians trained by ES&S have passed a complete background check.

Don't risk using another vendor

Cost	Technicians not working with ES&S do not buy parts in bulk from approved suppliers and are subject to much higher costs.
Delays	Technicians not working with ES&S often cannot buy parts directly from the manufacturer and are subject to long delivery times and order minimums.
Insecurity	Technicians not working with ES&S are not subject to the same training and background checks that ES&S performs.
Lack of support	Technicians not working with ES&S do not have a vast network of trained professionals that can help you out in emergency situations. Additionally, ES&S is not able to provide to support technicians (either on-site or over the phone) that are not part of ES&S' current technical support network.
Obsolescence	Utilizing technicians who do not work with ES&S means you will not have access to the latest ES&S firmware updates that are often necessary to improve the performance and utility of your machine.
Parts	Using "cannibalized" parts is unreliable, both in terms of performance and availability.
Certification	Certification liability switches from ES&S to the county or third party.
Financial Stability	Third party vendors may not have the financial stability that a national equipment manufacturer has.
Election Day Resources	Third party vendors may not have the state specific infrastructure and resources to support your election day needs.
Documentation	Third party vendors may not have access to Tech Bulletins, manuals, or parts catalogs.
Recertification of equipment	If county uses a third party vendor, and decides to use ES&S at a later date, recertification charges will apply.

We encourage you to contact us with any questions you may have regarding the ES&S Maintenance Service Program. We would be happy to further discuss this service with you.

The Election Systems & Software (ES&S) 2012

Hardware, Software and Firmware Maintenance and Support Renewal Plan

In anticipation of current Hardware, Software and Firmware maintenance and support agreements between North Carolina Counties and Election Systems & Software (ES&S) expiring on June 30, 2012, ES&S is pleased to announce its North Carolina Hardware, Software and Firmware Maintenance and Support Renewal Plan for 2012. The enclosed 2012 plan will allow counties to ensure its voting systems are maintained and supported in compliance with applicable law, as well as best industry practices.

Background

North Carolina elections feature two voting methods, the Americans with Disabilities Act of 1990 (ADA)-compliant iVotronic® Touch Screen Voting System and the Model 100™ Precinct Scanner, augmented by the ES&S AutoMARK® Voter Assist Terminal serving as the ADA ballot-marking device. The ES&S Model 650™ Central Scanner is a high-speed absentee ballot reader; it is also used as a central ballot counting system in some counties.

Each of these ES&S devices is a secure voting system. The systems, as well as the software and firmware utilized alongside them, are fully compliant with the U.S. Federal Voting System Guidelines, as well as the North Carolina state voting standards.

Since the introduction of ES&S equipment in 2006, North Carolina elections have been conducted successfully across all primary, general, and special elections. The renewal of all hardware, software and firmware maintenance and support contracts with ES&S has largely contributed to this success. All training, maintenance, election coding, and ballot printing work has been performed within the State of North Carolina, further supporting a successful election environment.

Hardware, Software and Firmware Maintenance and Support Renewal Plans

Existing ES&S hardware maintenance and support agreements cover all non-consumable parts, the labor to replace these parts, repairs, annual preventative on-site maintenance, and limited off-site support. These agreements are subject to certain exceptions, including, but not limited to, normal wear and tear, as well as customer neglect. ES&S Software Licensing and Support Agreements ensure that all software and firmware remain in compliance with state and federal laws. When renewed, all federal or state mandated software and/or firmware updates are provided free of charge, as well as any updates from the equipment vendor. If software or firmware licenses are not renewed, then any mandated changes or required updates will be priced at the current rate, and will be the county's fiscal responsibility.

North Carolina counties have extended their Hardware, Software and Firmware Maintenance Agreements, since 2007 and the North Carolina State Board of Elections (NCSBE) has paid the renewal fees with federal Help America Vote Act (HAVA) funds, on file at the EAC and approved by the NCSBE. These federal monies have allowed counties to use their funds for other election needs, or to keep them in their coffers. During this period, ES&S has offered North Carolina a 10% discount in exchange for a unified county invoice billable to the NCSBE on behalf of the counties. Since 2007, North Carolina has accepted this offer and saved more than \$1,600,000 (through 2011) and has the potential to save up to another approximate \$350,000 if renewed at the state level and paid in one invoice, as has been done previously.

"Maintaining Voter Confidence. Enhancing the Voting Experience."



EXPERIENCE
RELIABILITY
SECURITY
INNOVATION

Election Systems & Software

051512 BCC Meeting

As the NCSBE depletes the remaining \$4.5 million in HAVA monies, hardware, software and firmware maintenance fees will become a budgetary item for the individual counties. Should North Carolina counties move away from the common Hardware, Software and Firmware Maintenance and Support Renewal Plan, they would no longer be eligible for the 10% savings achieved from a unified invoice, unless they choose the 5-year agreement.

Maintenance and Support Value

The current maintenance and support fees are in line with industry norms. Assuming there are no changes in requirements by the federal government or North Carolina law, assuming parts remain available, and if counties continue to subscribe to certified hardware maintenance, the NC Hardware Maintenance Agreement, as well as the Software and Firmware Maintenance and Support Agreement, will absolutely extend the life and performance of the equipment, Software and Firmware. Customers paying such fees and receiving such skilled maintenance ensure an effective useful life far beyond what one might expect. No piece of North Carolina equipment has been involuntarily taken out of service in the past 6 years. Some suggest another 6-8 years of useful current voting equipment life.

North Carolina State Certification Requirements

In accordance with North Carolina state law, all elections equipment is certified by the EAC in Washington, DC and by the NCSBE in Raleigh, NC. Both certification programs place stringent requirements on all elections equipment and software vendors, including ES&S. One specific requirement is that all replacement and repair parts used by a vendor must be certified by the EAC and the NCSBE prior to such parts being installed in certified voting equipment. The use of equipment repaired with non-certified parts violates federal and state law and would render the equipment as non-certified. In this case the counties would lose the support of ES&S if equipment or software issues arose involving un-certified technicians, repairs, parts or software versions.

Further, state law provides that "The county board of elections shall maintain software license and maintenance agreements necessary to maintain the warranty of its voting system." The State Board of Elections may not provide routine maintenance to any county board of elections that does not maintain the warranty of its voting systems, and if such NCSBE provision of maintenance to a county that has not maintained the warranty of its voting system is later discovered, the county shall reimburse the State for the cost.

All voting systems in North Carolina go through annual on-site preventative maintenance services to ensure the equipment is working properly and in accordance with its documentation. ES&S performs any necessary repairs that need to be made to the equipment. ES&S employs highly trained Field Service Technicians who perform the required maintenance services throughout North Carolina. In performing the maintenance services, ES&S utilizes only certified parts that have been approved for use through both the federal and state certification programs.

ES&S' maintenance and support services agreements require that all services be performed through the use of ES&S' authorized representatives. Counties that utilize non-ES&S approved individuals or entities to perform maintenance and support services will lose the equipment vendor's extended warranty support services. In this situation, the jurisdictions are responsible for any elections costs that are attributable to improper maintenance of the equipment, or the use of non-certified parts.

"Maintaining Voter Confidence. Enhancing the Voting Experience."

ES&S' Hardware, Software and Firmware Maintenance and Support Offerings For 2012

Once the North Carolina State Board of Elections depletes the HAVA funds, Maintenance Plans will become the financial responsibility of North Carolina counties. As this occurs, counties may lose the 10% single payer savings currently provided to the NCSBE, and each county will also likely face a 3%-5% increase from FY 2012 to FY 2013 due to the increased cost of parts and labor. In an effort to mitigate the cost increase, as well as the single-payer discount, ES&S has given the option for counties to take advantage of cost savings through multi-year offerings.

Preferred Hardware, Software and Firmware Maintenance and Support Renewal Plan

Counties may elect to continue existing service agreements for one, three, or five years. Those plans are the full hardware maintenance plan in force today: all non-consumable parts, the labor to replace these parts, annual preventative maintenance, and limited off-site support. Most repairs will be performed onsite concurrent with preventative maintenance, unless another arrangement is mutually agreed upon.

Current Plan: North Carolina State Board of Elections pays fees for the counties in a single invoice, in order to receive 10% blanket discount, as well as the offsetting the annual 5% increase. **This is assuming the State Board of Elections will be allowed to use existing HAVA funds, which are currently frozen by the North Carolina General Assembly.**

BELOW ARE THE CONTINGENCY OPTIONS IF THE "CURRENT PLAN" DOES NOT CONTINUE:

- **5-YEAR Plan:** extend your existing hardware, software and firmware maintenance and support agreement from July 2012 to June 30, 2017 at the current annual (FY 2012) rates. Continue the existing 10% discount, as well as omit the annual 5% increase. (Billing will be done annually, prior to July 1st)
- **3-YEAR Plan:** extend your existing hardware, software and firmware maintenance and support agreement to July 2012 to June 30, 2015 at the current annual (FY 2012) rates. No 10% discount is included. However, there will be no annual 5% increase.
- **1-YEAR Plan:** extend your existing hardware, software and firmware maintenance and support agreement to July 2012 to June 30, 2013 with a 5% increase to current annual (FY 2012) rates. No 10% discount is included.

ATTACHMENTS

1. Individual County Renewal Proposal Pricing
2. ES&S Equipment Maintenance Checklists
 - a. M650
 - b. M100
 - c. iVotronic & RTAL Printer
 - d. AutoMark
3. ES&S Service Overview – Maintenance Protection Program

2012-2013 Pricing Options for Watauga County, NC

Plan Offerings:	2011-2012 (Current Plan) (Paid through 6/30/12 by NCSBOE)	2012-2013 Renewal (Paid W/ HAVA Funds by NCSBOE)	5 Year Plan (If County Paid) (2012-2017) (per year)	3 Year Plan (If County Paid) (2012-2015) (per year)	1 Year Plan (If County Paid) (2012-2013) (per year)
Hardware Maintenance	\$17,858.80	\$17,858.80	\$17,858.80	\$19,843.11	\$20,835.27
Firmware Licensing	\$2,244.29	\$2,244.29	\$2,244.29	\$2,493.66	\$2,618.34
Software Licensing	\$6,673.13	\$6,673.13	\$6,673.13	\$7,414.59	\$7,785.32
Total:	\$26,776.22	\$26,776.22	\$26,776.22	\$29,751.36	\$31,238.93

Notes:

2012-2013 Renewal:
(If NCSBOE pays w/ HAVA funds)

Includes 10% discount and not subject to a 5% increase for 2012-2013

5 Year Plan
(County Paid)

Does include a 10% discount each year and waives a 5% increase per year

3 Year Plan
(County Paid)

Does not include 10% discount. Does waive a 5% increase per year

1 Year Plan
(County Paid)

Does not include 10% discount. Subject to 5% increase for 2012-2013.

Pricing is subject to equipment inventory verification by the NCSBOE, Counties and ES&S

AUTOMARK CHECKLIST

County: _____ City: _____ State _____ Inspector _____

Serial No: _____ Version: _____

- Inspect: plastic housing, confirm all housing screws are in place.
- Check Flash card Slot for Damage
- Clean Out Tray: Wheels Up Wheels Down (circle one)
- Power Switch – Mechanical Light Check
- Battery: # of bars _____ (before supplying AC power.)
- AC Power: LED turns from yellow to green
- Serial #: Verify label and display #s match
- Verify Touch Screen Calibration:
- Setting Date and Time:
- Confirm Print Type: Visible or Infrared: (circle one)
- Calibration Print:
- Calibration Scanner: Test with Dac sheets:
- Audio:
- Keypad Test:
- ADA Interface:
- Vote Test:
- Clean feed area for paper debris.
- Final Battery check: # of bars _____
- Labels: Serial Number, hardware rev., warranty, NASED, maintenance
- Testing: If failure occurs, open case and adjust. Comments added below.

Notes:

M100 CHECK LIST

County: _____ City: _____ State _____ Inspector _____

Serial No: _____ Modem YES No Firmware Version: _____

- Mechanical Check: Visually inspect unit & case for damage or loose (missing parts).
- Power unit in DC mode.
- Apply AC power source. (NO AC indicator deactivates).
- Check the power entry, power switch and the Jones plug
- Check sound board
- Check Battery Compartment – verify battery is secured and no loose wires
Charging Circuit _____v
Battery Voltage _____v
- Check PCMCIA card slot
- Check/Set Zone, Date, the Time for state/county of ownership
- Check DACs. Channel Readings no greater than 2 in any orientation.
- Save factory Defaults:
- Oval Accuracy test:
- Scanner printout settings: Ballots: 40 and Columns should have 20's.
- Lead Edge Sensor Test:
- Check Multi-Sheet: Will be checked with current year's paper stock. If failure occurs, open case and adjust settings with voltage meter, shadow box and etc.
- Insure battery status is Bulk or Full. (Circle one)
- Check Modem operations, if equipped and testing accessible
- Insure bottom rails are installed properly.
- Clean feed areas of paper debris.
- Wipe Clean:
- Printer - Check printing fonts, paper jams, and release lever is in the down position, clean print head.

Ballot Box: (if box is accessible)

- Check Diverter Operation. Diverter should cycle from left to right.
- Check rollers/cables.
- Clean feed area for paper debris.
- Check Locks.

Notes:

M650 CHECK LIST

County: _____ City: _____ State _____ Inspector _____

Serial No: _____ Firmware Version: _____

MECHANICAL

- Adjust the Input Hopper Tension
- Adjust Spring Tension for the Input Hopper Tray
- Airpot installed properly/ Airpot resistance set
- Adjust Pick Roller Height
- Configure the Pick Assembly
- Adjust the Drive Roller
- Set Pinch Roller Tension
- Paper Path – Clear and Clean
- Adjust Paper Guide
- Configure the Read Head
- Adjust the Read Head Gap – Setting .014" to .016"
- Adjust Multi-Sheet Sensor
- Adjust Drive Belt Tension
- Check Power Supply – Terminal tight
- Bolts and Screws tightened

ELECTRONIC

- Check Fuse Values
- Check Ground Straps
- Check Interlocks
- Check DC Levels (+5, +12, -12)
- Check Sensors (With voltage meter)

	0	1	2
<input type="checkbox"/> Feed-jam sensor			
<input type="checkbox"/> Sheet under head sensor			
<input type="checkbox"/> Pick-Up sensor			
<input type="checkbox"/> Multi-Sheet sensor			
- Tuning the Channels
- Check the Front Panel LED Indicators
- Inspect Switches – Including motor switch and P/U defeat on PMS board)
- Inspect Zip Drive/ Flash Drive stores and adds to memory
- Check Motor Brake
- Inspect the Clock Chip
- Perform a cable inspection

READ QUALITY – FEED TEST

- Blank Sheets
- Shade Sheets
- Left/Right
- Oval Sheets
- Spots and Flutters
- Fiber Optics installation correct (cross-check)

FINAL CHECKS

- Replace Retard Pad
- Replace Pick Belt
 - Clean Transport:
 - Clean Rollers :
 - Clean Exterior:
 - Label Check:
 - Clean Read Head
- Input Hopper in up position
- Copies of settings left in back of machine
- Fiber Optic LED Color Red Green (Circle One)
- Battery Date Code _____

Notes:

AGENDA ITEM 7:

**FY 2013 HOME AND COMMUNITY CARE BLOCK GRANT (H&CCBG)
ALLOCATION REQUEST**

MANAGER'S COMMENTS:

Ms. Angie Boitnotte will recommend accepting \$261,640 in Home and Community Care Block Grant (H&CCBG) funds for FY 2013. The required local match is \$28,671 and will be present with the adoption of the Project on Aging's FY 2013 budget. The allocation is detailed in Ms. Boitnotte's memo. Board approval is requested.



Watauga County Project on Aging

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

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

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: May 7, 2012

SUBJ: Request for Board of County Commissioners' Consideration: Allocation of FY2013 Home and Community Care Block Grant funds

The Home and Community Care Block Grant (HCCBG) allocation for FY2013 has not yet been received from the Division of Aging and Adult Services. Counties were advised to use the current FY 2012 allocation in preparing our HCCBG budgets for FY2013. Based on FY2012 figures, Watauga County is projected to receive \$261,640, which requires \$28,671 in local match. The Advisory Committee made the following recommendations for the projected allocation:

HCCBG Service	HCCBG	Match
In-Home Aide	\$126,977	\$14,109
Congregate Meals	\$46,080	\$5,120
Home Delivered Meals	\$84,982	\$9,442

The Title III-D funds, which include Health Screening and Medication Management funds, must be used for Evidence Based Health Promotion classes for FY 2013. These funds will remain at the Area Agency on Aging to support EBHP programs across the region. The Family Caregiver Support Program funds (Respite II) have been reduced by 10%.

Non-HCCBG Service	Non-HCCBG	Match
Family Caregiver Respite II	\$3,601	\$0

Upon approval, these funds will become part of the Project on Aging FY 2013 budget.

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

NAME AND ADDRESS
 COMMUNITY SERVICE PROVIDER
 Watauga County Project on Aging
 132 Poplar Grove Connector, Suite A
 Boone, NC 28607

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DOA-732 (Rev. 2/12)

County: Watauga

July 1, 2012 through June 30, 2013

REVISION # _____, DATE: _____

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse. Rate	HCCBG Clients	Total Units
In-Home Aide I	X			101,582		//////////	11,287	112,869	0	112,869	6,242	18.0822	170	20,520
In-Home Aide II	X			25,395		//////////	2,822	28,217	0	28,217	1,560	18.0878	25	5,130
Congregate Meals	X				46,080	//////////	5,120	51,200	10,000	61,200	8,507	6.0186	475	19,500
Home Delivered Meals	X				84,982	//////////	9,442	94,424	15,000	109,424	15,469	6.1041	200	32,000
						//////////								
						//////////								
						//////////								
						//////////								
						//////////								
						//////////								
Total	//////////	//////////	0	126,977	131,062	258,039	28,671	286,710	25,000	311,710	31,778	//////////	870	77,150

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

	ADC	ADHC
Daily Care	_____	_____
Transportation	_____	_____
Administrative	_____	_____
Net Ser. Cost Total	_____	_____

Certification of required minimum local match availability.

Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title
 Community Service Provider

Date

 Signature, County Finance Officer Date

 Signature, Chairman, Board of Commissioners Date

NAME AND ADDRESS
 COMMUNITY SERVICE PROVIDER
 Watauga County Project on Aging
 132 Poplar Grove Connector, Suite A
 Boone, NC 28607

Non - Home and Community Care Block Grant for Older Adults

County Funding Plan

DOA-732 (Rev. 2/12)

County: Watauga

July 1, 2012 through June 30, 2013

Provider Services Summary

REVISION # , DATE:

Services	Ser. Del.		A				B	C	D	E	F	G	H	I
	(Check One)		Non-Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	NonHCCBG Units	Reimburse. Rate	NonHCCBG Clients	Total Units
						//////////								
Family Caregiver						//////////								
Respite II	X			3,601		//////////	0	3,601	0	3,601	200	18.0050	6	258
						//////////								
						//////////								
						//////////								
						//////////								
						//////////								
						//////////								
						//////////								
						//////////								
Total	//////////	//////////	0	3,601	0	3,601	0	3,601	0	3,601	200	//////////	6	258

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

	ADC	ADHC
Daily Care	_____	_____
Transportation	_____	_____
Administrative	_____	_____
Net Ser. Cost Total	_____	_____

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Non-Block Grant Funding

 Signature, County Finance Officer Date

 Authorized Signature, Title
 Community Service Provider Date

 Signature, Chairman, Board of Commissioners Date

05/15/12 BCC Meeting

AGENDA ITEM 8:**BID AWARD REQUEST FOR DEMOLITION OF THE OLD HIGH SCHOOL****MANAGER'S COMMENTS:**

Mr. Robert Marsh will present bids for the demolition of the old Watauga High School. A total of 12 bids were received with NEO Corporation from Canton, NC, providing the lowest responsive and responsible bid in the amount of \$361,750. The total is for the demolition of the primary building area and acceptance of Alternate 1 which includes the demolition of the ancillary buildings. Staff would recommend a \$100,000 contingency for unforeseen issues should the Board accept the bid. These issues could range from underground oil tanks and oil spills, lead and asbestos beyond the scope identified, etc.

Should the Board award the bid, the only remaining structure will be the home-side bleachers. At present time, the Optimist Club has not removed the bleachers that the County surplused per their request. The Board may wish to add the removal of the home-side bleachers to clear the facility completely. Upon approval of the bid, staff could negotiate with the contractor to remove the bleachers. Staff believes there is a substantial amount of aluminum which could be recycled to offset a significant amount of the cost to remove the bleachers.

At a budget work session, the Board indicated a desire to set a public hearing to seek input as to whether or not to proceed with the demolition. The bids are valid for 60 days which would allow for the Board to set a public hearing for June 19, 2012, at 6:00 PM without necessitating that the project be re-bid should it move forward.

Staff seeks direction from the Board.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager
FROM: Robert Marsh, Maintenance Director
SUBJECT: Old WHS Demolition Bids
DATE: May 7, 2012

BACKGROUND

The Old Watauga High School property was abandoned when the Board of Education occupied the new Watauga High School in August 2010. Since that time the school has fallen into disrepair due to vandalism including the destruction of most of the glass in the buildings, damage to other building components and arson.

The County recognizes that the property may be enhanced for future development if the building is demolished. In April 2012, County Manager Geouque directed the Maintenance Department to receive bids for the demolition of the school.

REQUEST FOR PROPOSAL SUMMARY

A Request for Proposal was published in three regional newspapers, the Watauga Democrat, and the County website, WataugaCounty.org. Fifty-one contractors replied to the RFP with requests for bid details. Fifteen contractors were accompanied by staff to inspect the buildings in preparation for the bid.

The RFP directed the bidders to submit pricing for the following; Primary Bid - removal of the classroom building; Alternate One - demolition of the Visitor's and Home Concession Buildings, Field House, and P&R Restroom Building; Alternates Two and Three - removal of asbestos materials

On May 7th, twelve bids were received and opened.

**OLD WHS DEMOLITION PROJECT
 BID SUMMARY
 MAY 7, 2012**

051512 BCC Meeting

	VENDOR	5% BID BOND OR CASHIERS CHECK	CONTRACTOR'S LICENSE #	CALENDR DAYS TO COMPLETE	PRIMARY BID PRICE	ALTERNATE 1 BID PRICE
1.	NCM Charlotte, NC	BID BOND	65179	180	\$829,800	\$115,000
2.	D. H. Griffin Wrecking Co., Inc. Hickory, NC	BID BOND	35452	120	\$379,990	\$54,000
3.	NEO Corp. Canton, NC	BID BOND	17865	180	\$328,000	\$33,750
4.	MBH Enterprises, Inc. Rural Hall, NC	BID BOND	71456	180	\$475,567	\$7,227
5.	Taylor & Murphy Asheville, NC	BID BOND	5174	180	\$460,475	\$42,000
6.	E. Luke Greene Co. Strawberry Plains, TN	BID BOND	21121	Asbestos 45 Demo 150	\$485,000	\$50,000
7.	EHG, LLC Morrisville, NC	BID BOND	55919	120	\$960,000	\$90,000
8.	Tristar of America, Inc. Norcross, GA	BID BOND	69663	150	\$619,000	\$48,000
9.	Empire Dismantlement Corp. Grand Island, NY	BID BOND	51779	180	\$843,000	\$30,000
10.	Dore and Associates Contracting Bay City, MI	BID BOND	17486	300	\$927,600	\$19,300
11.	Clear Site Industrial, LLC Charlotte, NC	BID BOND	68679	150	\$634,720	\$32,500
12.	Belfor Charlotte, NC	NONE	63672	NOT LISTED	\$1,156,986	\$0

STAFF RECOMMENDATION

NEO Corporation submitted the low bid of \$328,000. NEO has extensive experience in building demolition and recently completed a similar project at Winthrop University (\$653,000) which included the abatement of hazardous materials and demolition services. NEO Corporation looks forward to providing demolition services for Watauga County and anticipates mobilizing their resources to the site by June, 2012 pending a Bid Award and issuance of a demolition permit by the Town of Boone. Staff recommends NEO Corporation based on their low bid and experience in building demolition.

BUDGET IMPACT

This project is an unfunded request for Fiscal Year 2011-12. Money is available in the Manager's Contingency Fund to cover the expense of this project.

Attachments: Request For Proposals
Addenda 1,2,3
Planholder List
NEO Corporation Bid

REVISED 5/1/12

BID FORM
WATAUGA HIGH SCHOOL DEMOLITION PROJECT

NAME OF COMPANY NEO Corporation

ADDRESS 289 Silkwood Drive

Canton, North Carolina 28716

NC CONTRACTORS LICENSE NUMBER 17865

CALENDAR DAYS TO COMPLETE PROJECT 180

Total Primary Bid Price for Demolition and Removal \$ 328,000.00

Alternate One – Demolition and Removal of all Sports Facilities \$ 33,750.00

Alternate Two – Unit Pricing for Asbestos Containing Materials

THE COST FOR REMOVAL OF THESE ITEMS SHALL BE INCLUDED IN THE TOTAL PRIMARY BID PRICE FOR DEMOLITION AND REMOVAL LISTED ABOVE.

Floor Tile and Mastic 34,672 sf \$ 69,344.00

Black Mastic on Roof Drain Line \$ 4,400.00

Yellow Sheet Flooring 171 sf \$ 2,200.00

Alternate Three – Unit Price for Removal of ACM

MATERIAL	QUANTITY <250 SF	QUANTITY >250 SF	QUANTITY <100 LF	QUANTITY >100 LF
Floor Tile and Mastic	4.00 SF	3.00 SF		
Mastic on Pipes			4.00 LF	2.00 LF
Mastics on floors, baseboards, flashings etc.	4.00 SF	2.50 SF		
Pipe Insulation			25.00 LF	20.00 LF
Transite Building Components	2.50 SF	2.25 SF	25.00 LF	20.00 LF
Roofing Materials	5.00 SF	3.50 SF		
Plaster	7.00 SF	5.00 SF		
Rubber or Vinyl Baseboard and Mastic			5.00 LF	4.00 LF

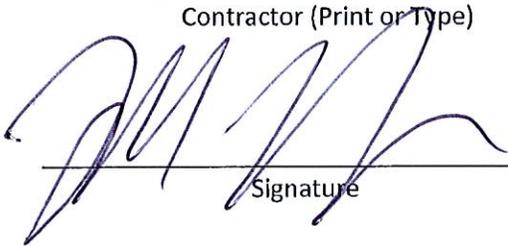
*This Bid shall remain viable and subject to Bid Award by the Watauga County Board of County Commissioners for sixty days upon submission.

NEO Corporation

05/04/2012

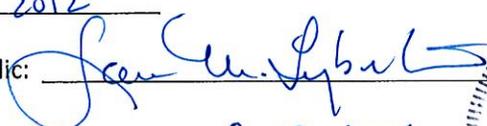
Contractor (Print or Type)

Date


Signature

Subscribed and sworn to before me this 4th day of

May, 2012

Notary Public: 

My Commission Expires: 3.19.2015



License Year

2012

License No.

17865

North Carolina

Licensing Board for General Contractors

This is to Certify That:

NEO Corporation
Canton, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building; H(Grading & Excavating); PU(Water Lines & Sewer Lines)

until

December 31, 2012

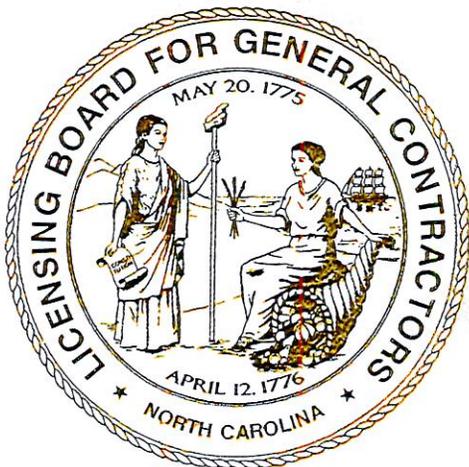
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2012

This certificate may not be altered.




Chairman


Secretary-Treasurer

ACORD CERTIFICATE OF LIABILITY INSURANCE

051512 BCC
 OP ID L5
 NEOCO-1
 MAR 24 2011
 05/24/11

PRODUCER R. Stanford Webb Agency Inc. PO Box 3320 Asheville NC 28802 Phone: 828-258-2663 Fax: 828-258-3735	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED NEO Corporation 289 Silkwood Drive Canton NC 28716	INSURER A: Cincinnati Insurance Company	10677
	INSURER B: Westchester Surplus Lines Ins	
	INSURER C: StarNet Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	G24132067 002	05/11/11	05/11/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Incl. Contractual				PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	CAA5896687	05/11/11	05/11/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
X	EXCESS/UMBRELLA LIABILITY	G24132079 002	05/11/11	05/11/12	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BNUWC0113562	05/11/11	05/11/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liab	G24132067 002	05/11/11	05/11/12	Ea Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER THIS IS A SAMPLE OF THE CERTIFICATE OF INSURANCE XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XX XXXXXXXXXXXX	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Marcus E. Wilson
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Bid Bond

CONTRACTOR:

(Name, legal status and address)

NEO Corporation

289 Silkwood Drive, Canton, NC 28716

SURETY:

(Name, legal status and principal place of business)

International Fidelity Insurance Company

3800 Arco Corporate Drive, Suite 325, Charlotte, NC 28273

OWNER:

(Name, legal status and address)

Watauga County

969 West King Street, Boone, NC 28607

BOND AMOUNT: Five percent (5%) of the attached bid***

PROJECT:

(Name, location or address, and Project number, if any)

Asbestos Abatement and Demolition - Old Watauga County High School,
Boone, NC

Project Number, if any:

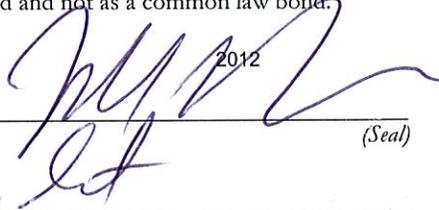
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

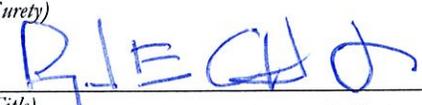
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of April 2012

(Witness) 

NEO Corporation
(Principal)  *(Seal)*
(Title)

(Witness) 

International Fidelity Insurance Company
(Surety)  *(Seal)*
(Title) Raymond E. Cobb, Jr., Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

C. WAYNE MCCARTHA, M. KATHRYN MCCARTHA-POWERS, RAYMOND E. COBB, JR.

Columbia, SC.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



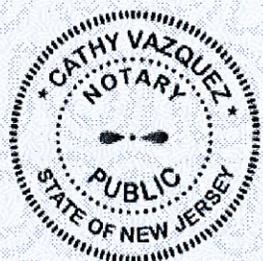
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March. 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 26th day of April 2012

Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

AGREEMENT

This Agreement is made and entered into by and between Watauga County, a North Carolina body politic, (hereinafter “the County”), and NEO Corporation (hereinafter “Contractor”);

In consideration of the following mutual benefits to the parties, it is agreed:

Contractor shall provide demolition services necessary to complete the work, all as described upon the attached Request for Proposal. The parties further agree as follows.

The work shall be performed over a continuous period not to extend beyond April 15, 2013. Contractor shall assure that the work is completed in a workmanlike manner, and Contractor acknowledges that the County is relying upon Contractor’s expertise and experience in selection and implementation of personnel, materials and any subcontractors.

The work to be completed by Contractor shall be completed in compliance with all applicable codes, regulations, and laws including (but not limited to) building, fire, and other safety codes.

The work will be completed by Contractor to the reasonable satisfaction of the County’s Maintenance Director.

Contractor acknowledges and understands that the premises where the work is to be completed is public property, and open to the public and County personnel and operations. To the extent the work is done during regular business hours or in the presence of or proximity to County personnel, Contractor will take all necessary measures to assure that the public and personnel are protected, including by providing appropriate warnings and by assuring that entrance ways and passages are free and clear of construction debris, equipment, and materials, and that the premises

remain in a condition where they can continue to be utilized by the public and County personnel.

Contractor shall maintain a policy of general liability insurance with limits not less than \$1,000,000 and shall provide workers' compensation coverage for all of its employees. Contractor shall further assure that its subcontractors and their employees are provided with workers' compensation coverage according to law. Contractor agrees to indemnify and hold harmless the County, should the County be sued, or any claims be asserted against the County, by paying all damages, costs, and attorneys' fees incurred by the County relating to such, when such claims or suits are the result of negligence or alleged negligence, omissions, or activities of contractor or its employees, providers, agents, or subcontractors.

Contractor shall be responsible for all clean-up and refuse disposal, and costs associated therewith, as is necessary to complete the work.

Upon completion of the work to the satisfaction of the Maintenance Director and proper invoicing, including by allocating the total charges between labor and materials, Contractor shall be paid \$361,750 by the County for the work completed. Prior to the County having any obligation to pay, in addition to completion of the work, Contractor shall provide the County with proof that all material providers, subcontractors, and independent contractors of Contractor have been paid in full by Contractor.

Contractor will provide a one year warranty from the date of completion, as to all work and materials provided pursuant hereto.

Should any dispute arise concerning this agreement, litigation concerning such shall be in the General Court of Justice for Watauga County, which is the situs of this contract.

As a condition precedent to the Agreement, and prior to commencement of work or the County having any obligation under this

Agreement, Contractor shall provide the County with a performance bond to assure and secure Contractor’s full performance hereunder, in a form acceptable to the County and its attorney.

This document constitutes the complete agreement between the parties hereto. There are no oral terms to this agreement, and any additional terms to or modification of this agreement shall be in writing and signed by all parties, in order to have any binding effect.

The invalidity of any portion of this Agreement shall not affect the enforceability of the remaining portions hereof.

This the _____ day of _____, _____.

WATAUGA COUNTY

By: _____

Date

Date

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

Margaret Pierce
Watauga County Finance Director

Request For Proposals

Watauga County seeks Proposals from individuals or firms interested in providing services for the demolition and removal of a 237,000 square foot building located in Boone, NC. The scope of the project includes all demolition services to completely remove buildings, foundations, basements and other site improvements. Proposals will be accepted until 2:00pm on April 26, 2012 in the Watauga County Maintenance Office, 969 West King Street, Boone, NC 28607. Contact Robert Marsh, Watauga County Maintenance Director at 828-264-1430 or email robert.marsh@watgov.org for additional information regarding this project.

I. INTRODUCTION

Watauga County is seeking proposals from qualified North Carolina Licensed General Contractors to demolish a 237,000 square foot building located at 400 High School Drive, Boone, NC 28607, Watauga County PIN#2910027724000.

II. SUBMISSION OF PROPOSALS

Sealed proposals for this project shall be submitted in accordance with the SCOPE OF WORK outlined below, on or before 2:00 p.m. April 26, 2012. Proposals shall include a bid bond or certified cashier's check in the amount of 5% of the total bid price. Proposals shall be submitted in a sealed envelope marked, "Old WHS Demolition Project." Proposals will be opened and read aloud at that time. Proposals shall be submitted to:

Watauga County Building Maintenance Department
969 West King Street
Boone, NC 28607

III. SCOPE OF WORK

1. The Contractor shall furnish all supervision, labor, materials, tools, machinery, equipment and services for the completion of the Project.
2. The Contractor shall obtain and comply with all Federal, State and local licenses and permits that are required and shall pay all fees for such licenses and permits. The Contractor shall abide by all Federal, State and local regulations applicable to this Project. Copies of all permits shall be delivered to the County prior to the commencement of work.
3. The Contractor shall furnish a report conducted by a North Carolina accredited asbestos inspector of suspect asbestos containing materials prior to demolition. The report shall be submitted to the County and the Health Hazard Control Unit of the North Carolina Department of Health & Human Services, Division of Public Health. The cost of this report shall be included in the proposal.

4. The Contractor shall submit unit pricing to safely remove and dispose of asbestos containing materials found in the Project in accordance with all Federal, State and local laws.
5. The Contractor shall demolish and remove all structures, footings, foundations and walkways within the Project boundary.
6. The Contractor shall remove all materials from the property and recycle or otherwise legally dispose of these materials in a certified landfill at the Contractor's expense. Copies of disposal tickets must be submitted to the County.
7. The Contractor shall stabilize the site by the installation of erosion control measures and shall comply with all regulations and environmental laws to ensure that no off-site contamination occurs. The site shall be contoured with enough suitable fill material to blend smoothly in to the existing grade. All denuded area shall be seeded with straw.
8. The Contractor shall ensure High School Drive remains open to traffic and that equipment or trucks do not pose a hazard to the traveling public.
9. The Contractor shall disconnect and/or cap off and remove any on-site utilities. The contractor shall make all necessary arrangements with utility companies for the disconnecting of all service and the removal of and recovery by them of all meters, telephones and other utility facilities or equipment owned by them. The Contractor shall also arrange for and actually effect the disconnecting/capping off and closing of water and sewer connections to buildings, including but not limited to any work that must be done in addition to that normally done by the utility company, in conformity with all applicable codes and regulations of the local Boards of Health.
10. The Contractor shall be fully and solely responsible for the safe work and complete safety compliance of the Contractor's employees and agents, and the worksite, in accordance with all applicable Federal, State and local laws and regulations that may apply, including OSHA.

IV. SALVAGE RIGHTS

All materials located within the Project boundary become the property of the Contractor upon the bid award. The Contractor may store and sell salvaged items during the performance of the Contract at his sole discretion.

V. PROJECT SCHEDULE

The Contractor shall state in the proposal the anticipated number of calendar days to complete the work. All work shall be completed by April 15, 2013.

VI. BONDS AND INSURANCE

1. Proposals shall include a bid bond or certified bank check in the amount of 5% of the total bid price for the project.
2. Within thirty days of the award of the contract the Contractor shall furnish a performance bond in the full amount of the contract.
3. The Contractor shall submit proof of insurance acceptable to the Watauga County Finance Office.

VII. AWARD OF CONTRACT

1. The County reserves the right to reject any and all bids, to waive any and all informalities, not involving price, time or changes in the work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditioned bids. Also, the County reserves the right to reject in whole or in part the bid of any Bidder if the County when, in the County's sole opinion, believes that it would not be in the best interest of the project or the County to make an award either in whole or in part to that bidder, whether because the bid is not responsive, the Bidder is not qualified, of doubtful financial ability, has a history of poor performance and/or difficulty with previous County work, or fails to meet any other pertinent standard or criteria established by the County.
2. In evaluating bids, the County will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.
3. The County recognizes that award of the Contract is dependent on the availability of funding and, therefore, the County makes no guarantees as to an award of a contract, to any Bidder. If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the County indicates to the County that the award will be in the best interest of the County.

VIII. BID FORM

BID FORM
WATAUGA HIGH SCHOOL DEMOLITION PROJECT

NAME OF COMPANY _____

ADDRESS _____

NC CONTRACTORS LICENSE NUMBER _____

Total Bid Price for Demolition and Removal \$ _____

Alternate One – Demolition and Removal of all Sports Facilities \$ _____

Alternate Two – Unit Pricing for Asbestos Containing Materials

9" Gray Floor Tile 28,437 sf \$ _____

12" White Floor Tile 2,800 sf \$ _____

Black Mastic on Roof Drain Line \$ _____

Yellow Sheet Flooring 171 sf \$ _____

Alternate Three – Unit Price for Removal of ACM

MATERIAL	QUANTITY <250 SF	QUANTITY >250 SF	QUANTITY <100 LF	QUANTITY >100 LF
Floor Tile	SF	SF		
Mastic on Pipes			LF	LF
Mastics on floors, baseboards, flashings etc.	SF	SF		
Pipe Insulation			LF	LF
Transite Building Components	SF	SF	LF	LF
Roofing Materials	SF	SF		
Plaster	SF	SF		

IX. ATTACHMENTS

1. Primary Bid Drawings
 - a. FP2
 - b. FP3
2. AHERA Report 7/7/2010

Addendum One

Project: Old Watauga High School Demolition Project

Date: April 18, 2012

I. QUESTIONS FROM CONTRACTORS

1. How long are the bids required to stay open?

Sixty days from date of bid submission.

2. Is a North Carolina General Contractor's License required?

Yes

3. Is there asbestos in the boilers?

Smith Boiler Company was contacted and they said that asbestos was not used in these boilers during production at the factory.

4. Is an Asbestos Report required?

Yes. The Contractor that the bid is awarded to is required to provide an Asbestos Report/Design prior to beginning demolition. See RFP Section III (3).

5. Is the asbestos abatement contractor required to post a bond?

No, however the General Contractor that is awarded the bid shall post a performance bond for all work included in the scope of the contract.

6. Is the Contractor required to remove transformers, oils, paints, liquids, etc?

The Contractor shall legally dispose of all such materials located inside the project boundary. The boundary for the primary bid is shown in Attachment 1. (a.) FP2 and (b.) FP3. See RFP Section III (6) and (9).

7. Is the contractor required to provide erosion control measures?

Yes. See RFP Section III (7).

8. Is site security fencing required?

Fencing is not required by the County, however the Contractor shall not violate any Federal, State or Local code including OSHA. See Section III (10).

9. Can crushed building components such as brick or block be used for backfilling the basement or foundation voids?

No. The Contractor shall import fill. See RFP Section III (6) and (7).

10. When is the approximate date for the Bid Award?

July 2, 2012

11. When can work commence?

Upon notification of Bid Award by the County.

12. Is there a limit on the number of days to complete the project?

Yes, the project must be completed by April 15, 2013. See RFP Section V.

13. Does the County have need for the gravel that is crushed on-site?

No. The Contractor may store materials on-site until the April 15, 2013 completion date.

14. Can the concrete be crushed on-site?

Yes.

15. Is water available at the site?

Yes, however the Contractor is responsible for coordination with the Town of Boone and the expense for the water service and usage charges.

16. Are the ball fields, sports lighting, tennis courts, parking lots, mobile office trailer behind the school part of the scope of work?

No.

17. Is the Contractor responsible for removing the concrete under the bleachers or the bleachers?

No. Alternate One includes the buildings at the sports facilities: Visitors Concession, Home Concession, Field House and Public Restroom Building at the Tennis Courts.

II. REVISED BID FORM

**BID FORM
WATAUGA HIGH SCHOOL DEMOLITION PROJECT**

NAME OF COMPANY _____

ADDRESS _____

NC CONTRACTORS LICENSE NUMBER _____

CALENDAR DAYS TO COMPLETE PROJECT _____

Total Bid Price for Demolition and Removal \$ _____

Alternate One – Demolition and Removal of all Sports Facilities \$ _____

Alternate Two – Unit Pricing for Asbestos Containing Materials

Floor Tile and Mastic 34,672 sf \$ _____

Black Mastic on Roof Drain Line \$ _____

Yellow Sheet Flooring 171 sf \$ _____

Alternate Three – Unit Price for Removal of ACM

MATERIAL	QUANTITY <250 SF	QUANTITY >250 SF	QUANTITY <100 LF	QUANTITY >100 LF
Floor Tile and Mastic	SF	SF		
Mastic on Pipes			LF	LF
Mastics on floors, baseboards, flashings etc.	SF	SF		
Pipe Insulation			LF	LF
Transite Building Components	SF	SF	LF	LF
Roofing Materials	SF	SF		
Plaster	SF	SF		

*This Bid shall remain viable and subject to Bid Award by the Watauga County Board of County Commissioners for sixty days upon submission.

Contractor (Print or Type)

Date

Signature

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission Expires: _____

IX. ATTACHMENTS

1. Primary Bid Drawings
 - a. FP2
 - b. FP3
2. AHERA Report 7/7/10
3. Asbestos Floor Tile and Mastic Drawing (2) pages
4. Asbestos Testing Results 4/12/12 (6) pages
5. Planholder List Revised 4/17/12 (3) pages

ADDENDUM TWO

PROJECT: Old Watauga High School Demolition

DATE: April 25, 2012

Please be advised the Bid Date for this project has been changed. **Proposals will be accepted until 2:00 p.m. on May 7, 2012 in the Watauga County Maintenance Office, 969 West King Street, Boone, NC 28607.**

Watauga County will issue Addendum Three to address the handling and disposal of building components suspected of containing lead based paint.

ADDENDUM THREE

PROJECT: Old Watauga County High School

DATE: May 1, 2012

I. Lead Paint Containing Materials

The County conducted lead paint testing on April 30, 2012. Approximately 600 locations were tested including walls, floors and baseboard surfaces on the interior and exterior of the Old Watauga High School Building. No lead was detected in the painted surfaces with the following exceptions:

1. Ceramic Wall Tile (11,786 SF) – This product is located in the locker rooms, kitchen and bathrooms within the 1964 section of the building.
2. Rubber/Vinyl Base (850 LF) – Located mostly in the 1964 section of the building

THE BIDDER SHALL INCLUDE THE COST FOR REMOVAL OF LEAD CONTAINING MATERIALS IN THE PRIMARY BID PRICE.

II. Revised Bid Form (attached)

REVISED 5/1/12

BID FORM
WATAUGA HIGH SCHOOL DEMOLITION PROJECT

NAME OF COMPANY _____

ADDRESS _____

NC CONTRACTORS LICENSE NUMBER _____

CALENDAR DAYS TO COMPLETE PROJECT _____

Total Primary Bid Price for Demolition and Removal \$ _____

Alternate One – Demolition and Removal of all Sports Facilities \$ _____

Alternate Two – Unit Pricing for Asbestos Containing Materials

THE COST FOR REMOVAL OF THESE ITEMS SHALL BE INCLUDED IN THE TOTAL PRIMARY BID PRICE FOR DEMOLITION AND REMOVAL LISTED ABOVE.

Floor Tile and Mastic 34,672 sf \$ _____

Black Mastic on Roof Drain Line \$ _____

Yellow Sheet Flooring 171 sf \$ _____

Alternate Three – Unit Price for Removal of ACM

MATERIAL	QUANTITY <250 SF	QUANTITY >250 SF	QUANTITY <100 LF	QUANTITY >100 LF
Floor Tile and Mastic	SF	SF		
Mastic on Pipes			LF	LF
Mastics on floors, baseboards, flashings etc.	SF	SF		
Pipe Insulation			LF	LF
Transite Building Components	SF	SF	LF	LF
Roofing Materials	SF	SF		
Plaster	SF	SF		
Rubber or Vinyl Baseboard and Mastic			LF	LF

*This Bid shall remain viable and subject to Bid Award by the Watauga County Board of County Commissioners for sixty days upon submission.

Contractor (Print or Type)

Date

Signature

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission Expires: _____

WHS DEMOLITION PLANHOLDER LIST

NAME / LOCATION	CONTACT	EMAIL	DATE OF SITE VISIT	PLAN SERVICE Y/N	PHONE #
Clear Site Industrial Charlotte, NC	Brandon Shoaf	bshoaf@clearsiteindustrial.com	4/11 Wed Shop	N	704-210-2138
Target Construction Charleston, SC	Mike Aiken	Maiken3000@gmail.com		N	
Jimmy Lynch and Sons Pilot Mtn., NC	Cathy Snow	csnow@jrlynchandsons.com	4/19 Thu 10:00 WHS	N	336-368-4047
Builders Exchange Knoxville, TN	Tiffany			Y	865-525-0443
Construction Data	Tess			Y	512-634-5979
Environmental Holding Group Charlotte, NC	Stephanie Kegley	skegley@ehgllc.com	4/20 11:00 WHS	N	704-363- 5434
Omega Demolition Elgin, IL	Jennifer	estimating@omega-demolition.com	Will not bid	N	630-837-3000
QAS Greensboro, NC	Justin Cox	jcox@qasservices.com	4/12 Thu 2:00 WHS	N	800-823-2774 Ext 501
Complete Demolition Service Carrollton, GA	Ella Kraus	james@cds@att.net		N	770-830-9996
Empire Dismantlement Grand Isle, NY	Denise	empiredc@sysr.com		N	716-773-7707
ISQ	Nicole Pierson	nhughes@isqft.com		Y	
Demtek Spartanburg, SC	Brandon Stepp	info@demtekllc.com		N	864-580-2099
NEO Corporation Canton, NC	Greg Pressley	gpressley@neocorporation.com	4/10 Wed 10:00 Shop	N	800-822-1247
Causey Demolition Asheboro, NC	Brandon Causey	Bcausey711@yahoo.com		N	336-736-0742
GME Demolition LLC Charlotte, NC	Greg McCoy	gmedemolitionllc@bellsouth.net	4/16 10:30 WHS	N	704-496-1540
JW Hampton Boone, NC	C. Hampton- Smith	jwhampton@bellsouth.net	4/16 2:30 WHS	N	828-264-7103

WHS DEMOLITION PLANHOLDER LIST

Chaplin and Sons Clearing and Demolition, Augusta GA	Robert Chaplin	chaplinandsons@aol.com		N	706-945-0838
National Salvage & Service Corp. INDIANA	Joshua Haltom	Josh.haltom@nssccorp.com		N	
D.H. Griffin Wrecking Co. Inc NC/TN	Chris Scissom F. Perkins	cscissom@dhgriffin.com	4/23 Mon 10:30 WHS	N	276-669-7333
Sabre Demolition New York State	Thomas O'Brien	tobrien@sabredemolition.com		N	315-320-4233
High Point Builders LLC High Point, NC	Greg Mauldin	Greghpb1165@aol.com		N	336-688-5472
NCM Charlotte, NC	Joesph Stritmatter	js@ncmgroup.com	4/17 Tue 10:00 WHS	N	704320-0766
Boone Const Foscoe, NC	Ron Funk			N	963-8607
Dallas Lawrence Const. Boone, NC	D. Lawrence	dlconst@skybest.com	4/12 Thur 9:00 WHS	N	828-963-7200
Southern Environmental Services, Inc.	Tom Wasson	tom.wasson@sesi.net		N	770-933-0005
DD Trucking & Grading, Inc Winston Salem, NC	Chip Johnson	chipjohnson@triad.twbc.com	4/16 Mon 1:00 WHS	N	336-922-4126
Darren Moretz Boone, NC	Darren Moretz	dmoretz@bellsouth.net		N	828-964-1006
Blackwater Enterprises Inc Rocky Mt., NC	L. Gray Price	grayprice@ymail.com		N	252-217-4871
Reed Const Data Norcross, GA	Shauna Morgan	Shauna.morgan@reedbusiness.com		Y	800-294--0504
Eggers Const. Banner Elk, NC	Bill Cook	bcook@skybest.com	4/11Wed 3:30 WHS	N	828-898-5862
AGC Charlotte, NC	Brady Buckley	bbuckley@carolinasagc.org		Y	
E. Luke Greene Company Johnson City, TN	Dawn Melton	dawn@elukegreene.com	4/18 10:00 WHS	N	423-926-1151

WHS DEMOLITION PLANHOLDER LIST

J. R. Vannoy Const. Jefferson, NC	Jennifer Nichols	Jennifer.nichols@jrvannoy.com		N	336-846-4287
Carolinas Environmental LLC	Paul Oxendine	poxendine@carolinasenvironmental.com		N	336-309-2305
Applied Abatement Concepts Kings Mtn., NC	Kathy Culver Don Haynes	aa@demo@yahoo.com		N	704-730-0701
Roy Consulting Group Corp Charlotte, NC	James Roy	jroy@royconsultinggroup.com		N	704-698-4111
Taylor and Murphy Asheville, NC	Jeff Bradley	jbradley@taylorandmurphy.com	4/23 11:00 WHS	N	828-667-4526 ext. 307
EME Industrial Services, LLC Greensboro, NC	Susan Moore	smoore@emeindustrial.com		N	336-664-0003
Tristar of America Atlanta, GA	Joe Barillari	joe@tristaramerica.net		N	770-368-8700
Cambro Morganton, NC	Jeffrey Moon	jeffreydmoon@gmail.com		N	919-323-5548
Tristar Evironmental Norcross, GA	Joe Barillari	joe@tristaramerica.net		N	770-368-8080
Critical Power Exchange Spokane, WA	Nick Peterson	nicholasp@criticalpower.com		N	800-325-9207
East Coast Demolition and Recycling, Hartsville, SC	Scott Cornell	jscorn@aol.com		N	704-589-0551
SB Cox, Inc Richmond, VA	Chase Loomer	c.loomer@sbcocxdemolition.com		N	804-980-0902
MBI Builders Wilkesboro, NC	Garrett	garrett@MBIbuilders.com	Will not bid	N	
MBH Enterprises	Mitchell Howard	mbhenterprises@hotmail.com	5/2 10:00 WHS	N	336-408-0908
Terry – Lynn LLC	Amy Miller	amy@terry-lynnllc.com	5/3 11:00 WHS	N	704-500-8686
Fleetwood Daniels Group LLC	Clay Hinson	Cdhinson777@hotmail.com	5/2 11:00 WHS	N	919-210-6420
Angel Export/Import	David Dholaria	abcdamerica@gmail.com		N	281-761-7813

WHS DEMOLITION PLANHOLDER LIST

Dore and Associates Bay City, MI					
Belfour	Danny Lyons	www.belfour.com		N	800-856-3333

AGENDA ITEM 9:

PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT

A. Proposed Amendments to the Watauga County Ordinance to Govern Subdivisions and Multi-Unit Structures

MANAGER’S COMMENTS:

A public hearing has been scheduled to allow citizen comment on proposed amendments to the Watauga County Ordinance to Govern Subdivisions and Multi-Unit Structures. The majority of changes requested are designed to encourage affordable housing projects and fire apparatus access and update definitions of waste water disposal systems. The Planning Board approved sending the proposed changes to the Board of Commissioners for adoption.

After the public hearing, direction from the Board is requested.

PUBLIC HEARING NOTICE

The Watauga County Planning Board has proposed amendments to the “Ordinance To Govern Subdivisions And Multi Unit Structures” to the Board of Commissioners. Pursuant to NC General Statute 153A-323, the Board of Commissioners will hold a public hearing at 6:00 pm, Tuesday, May 15, 2012 in the Commissioners Board Room, County Administration Building, 814 West King Street, Boone, NC, to consider the proposal. To view the proposed amendments please click [here](#) or visit the Department of Planning & Inspections, 331 Queen Street, Room 104, Boone, NC. The public is encouraged to attend.

Nathan A. Miller, Chairman
Watauga County Board of Commissioners

From: Joe Furman
Sent: Monday, April 23, 2012 3:57 PM
To: Deron.Geouque
Cc: Anita.Fogle; Ric Mattar; Richard Mattar
Subject: Proposed amendments to County subdivision regulations
Attachments: Subdivision Ordinance - Proposed Amendments.docx

Deron,

Periodically (usually about every 2-3 years), the Planning Board recommends amendments to the Ordinance To Govern Subdivisions and Multi Unit Structures (short name is subdivision regulations). Changes are usually suggested for a combination of reasons, including issues identified in ordinance administration, changing conditions, new issues, and state law changes. The bulk of the changes in this proposal are designed to encourage affordable housing projects, fire apparatus access, and updated wastewater disposal system definitions. The Planning Board voted at their April meeting to send the proposal to the Commissioners for adoption. The Commissioners are requested to set a public hearing on the changes (per NC General Statute 153A-323). Thanks.

Joe

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

WATAUGA COUNTY

Ordinance to Govern Subdivisions
& Multi-Unit Structures



WATAUGA COUNTY ORDINANCE TO
GOVERN SUBDIVISIONS AND
MULTI-UNIT STRUCTURES

As Amended

_____, 2012

CONTENTS

ARTICLE	I	Title	1
ARTICLE	II	Authority and Enactment Clause	1
ARTICLE	III	Jurisdiction and Purpose	1
ARTICLE	IV	Interpretation and Definitions	2
ARTICLE	V	Planning Board Review and Legal Status Provisions	4
ARTICLE	VI	Procedures for Review and Approval of Subdivisions	5
ARTICLE	VII	General Requirements and Minimum Standards of Design	14
ARTICLE	VIII	Planned Unit Development	23
ARTICLE	IX	Installation of Permanent Reference Points and Improvements	28
ARTICLE	X	Regulation of Multi-Unit Structures	29
ARTICLE	XI	Variances	32
ARTICLE	XII	Penalties	33
ARTICLE	XIII	Amendments	34
Appendix A:		Guide for Subdivision Development	
Appendix B:		Guidelines for Developing Erosion and Sedimentation Control Plans	
Appendix C:		Sedimentation and Erosion Control Plan Checklist	
Appendix D:		Ownership/Responsibility Form	
Appendix E:		Preliminary Plat Checklist	
Appendix F:		Final Plat Checklist	
Appendix G:		Subdivision Specifications Checklist	
Appendix H:		Method of Defining Slope	
Appendix I:		Minor Maintenance Checklist	
Appendix J:		Buffering and Screening	
Appendix K:		Fire Apparatus Access Roads	
Appendix L:		Affordable Workforce Housing Policy	
Appendix M:		Developer Authorization Form	

ORDINANCE TO GOVERN SUBDIVISIONS
AND MULTI-UNIT STRUCTURES

WATAUGA COUNTY, NORTH CAROLINA

AN ORDINANCE ESTABLISHING COMPREHENSIVE SUBDIVISION REGULATIONS AND
REGULATIONS FOR MULTI-UNIT STRUCTURES FOR WATAUGA COUNTY, NORTH CAROLINA, AND
PROVISION FOR THE ADMINISTRATION, ENFORCEMENT AND AMENDMENT THEREOF.

ARTICLE I

TITLE

This ordinance shall be known and may be cited as the Ordinance to Govern Subdivisions and Multi-Unit Structures for Watauga County, North Carolina

ARTICLE II

AUTHORITY AND ENACTMENT CLAUSE

The County Commissioners of the County of Watauga, pursuant to the authority conferred by Chapter 153A, Article 18, of the General Statutes of the State of North Carolina, do hereby ordain and enact into law these Articles and Sections.

ARTICLE III

JURISDICTION AND PURPOSE

SECTION 30. Jurisdiction

On and after the date of adoption, these regulations shall govern each and every subdivision of land and/or multi-unit structure within Watauga County (hereinafter referred to as the "County") and outside the jurisdiction of any incorporated municipality. However, this ordinance may also regulate territory within the subdivision regulation jurisdiction of any municipality whose governing body by resolution agrees to such regulation provided, however, that any such municipal governing body may, upon one year's written notice, withdraw its approval of these County Regulations, and those regulations shall not have further effect within the municipality's jurisdiction.

SECTION 31. Purpose

The purpose of these subdivision regulations is to guide and regulate the subdivision of land and/or multi-unit structures within the county in order to preserve the public health, safety, and welfare. The regulations included herein are designed to insure an adequately planned street system and to avoid hazardous conditions; to avoid overcrowding of the land and extreme concentration of population; to secure safety from fire, panic, and other dangers; to provide for adequate water and sewage systems, schools, parks and playgrounds; to insure against flood damage and soil erosion; to facilitate an orderly system for the design, layout, and use of the land; to insure the proper legal description and monumenting of subdivided land; and to provide for the re-subdivision of large land parcels.

ARTICLE IV

INTERPRETATION AND DEFINITIONS

SECTION 40. Word Interpretations

For the purpose of this ordinance, certain words shall be interpreted as follows:

- 40.01 The word "County" shall mean Watauga County, North Carolina.
- 40.02 The words "County Commissioners" shall mean the Board of Commissioners of Watauga County, North Carolina.
- 40.03 The words "Planning Board" shall mean the Planning Board of Watauga County, North Carolina.
- 40.04 The words "Planning Staff" shall mean the staff of Planning and Inspections Department of Watauga County, North Carolina.
- 40.05 The words "Register of Deeds" shall mean the Register of Deeds for Watauga County, North Carolina.
- 40.06 The words "ordinance", "regulations" and "subdivision regulations" shall mean the Ordinance to Govern Subdivisions and Multi-Unit Structures for Watauga County, North Carolina.
- 40.07 The word "may" is permissive.
- 40.08 The word "shall" is mandatory.
- 40.09 The word "lot" includes the words "plot", "parcel", "tract", or "site".
- 40.10 The word "building" includes the word "structure".
- 40.11 The word "street" includes the words "roads and "highway".

SECTION 41. Definitions

For the purpose of this ordinance, certain words or terms used herein shall be defined as follows:

- 41.01 BUILDING LINES. Lines tangent to the exterior surface of a building and parallel to front, side and rear property lines.
- 41.02 BUILDING SETBACK LINE (MINIMUM). A line parallel with the property line designating an area bordering the property lines on which no building shall be placed.
- 41.03 CUL-DE-SAC. A short subdivision street having but one end open to traffic and the other end being permanently terminated and a vehicular turn-around provided.
- 41.04 DOUBLE FRONTAGE LOT. A continuous (through) lot which borders two or more streets.
- 41.05 EASEMENT. A strip of land designated by the property owner for a specified purpose and use by the public, a corporation, or persons.
- 41.06 LOT. A portion of a subdivision, or any other parcel of land, intended as a unit for transfer of ownership or for development or both.

- 41.07 OFFICIAL MAPS OR PLANS. Any maps or plans officially adopted by the County Commissioners as a guide to the development of the County.
- 41.08 PLANNED UNIT DEVELOPMENT. (PUD)The planned unit development is a permitted use designed to provide for developments incorporating a single type or a variety of related uses which are planned and developed as a unit. Such development may consist of individual lots or common building sites. Common land must be an element of the plan related to affecting the long-term value of the entire development.
- 41.09 PLAT. A map or plan of a parcel of land which is to be, or has been, subdivided.
- 41.10 PRIVATE DRIVEWAY. A roadway serving three (3) or fewer lots, building sites or other divisions of land and not intended to be public ingress or egress.
- 41.11 ROAD, COUNTY STANDARD. A road constructed and dedicated in accordance with provisions as set forth in Article VII, Section 71, with provisions for private maintenance.
- 41.12 ROAD, STATE STANDARD. A dedicated and accepted public right-of-way for vehicular traffic on which is constructed a road which meets the specifications of North Carolina Department of Transportation, (See Article VII, Section 71).
- 41.13 RIGHT OF WAY. A strip of land designated by the owner or other authority or acquired by other over which other person may legally pass, and on which may be constructed a road or utilities.
- 41.14 SEWAGE TREATMENT SYSTEMS.

~~41.141 Individual System. Any sewage treatment facility with a design capacity of less than 3000 gallons per day and discharging to other than surface waters. Will be designed and approved by the Appalachian District Health Department (ADHD). Any sewage treatment facility with a design capacity of 3000 gallons per day or more and discharging to other than surface waters will be designed by a professional engineer and approved by the designated state agency and/or the ADHD. Individual systems may be shared upon approval of the appropriate agency.~~

41.141 Individual Systems. Sewage treatment and disposal systems designed to serve a single connection utilizing the soil for the subsurface disposal of partially treated or treated sewage effluent. Individual systems with a design capacity of less than 3,000 gallons per day will be designed and approved by the Appalachian District Health Department. Individual systems with a design capacity of 3,000 gallons per day or more will be designed by a professional engineer and approved by the designated state agency or the Appalachian District Health Department, whichever is applicable. Individual systems may be shared upon approval of the appropriate agency.

~~41.142 Non-Discharge System. Any sewage treatment facility designed to serve multiple units and discharging to other than surface waters. Will be approved by the designated state agency.~~

41.142 Non-Discharge Systems. Sewage treatment and disposal systems designed to serve multiple connections utilizing the soil for the subsurface disposal of partially treated or treated sewage effluent. Non-Discharge systems will be approved by the designated state agency.

~~41.143 NPDES System. Any sewage treatment facility owned and operated by the county, any municipality, a sanitary district, a property owner's association, or a utility company and discharging into surface waters. This includes any connection to these systems. Will be approved by the designated state agency.~~

41.143 NPDES Systems. Sewage treatment and disposal systems designed to serve multiple connections discharging into surface waters of the state and subject to the National Pollutant Discharge Elimination System (NPDES) permit program. NPDES systems include those that are owned and operated by the County, a municipality, a sanitary district, a property owners association, utility company and any connections thereto. NPDES Systems will be approved by the designated state agency.

41.15 SUBDIVIDER. Any person, firm, or corporation who subdivides or develops any land deemed to be a subdivision.

41.16 SUBDIVISION. A "subdivision" shall include all divisions of a tract of land into two or more lots, building sites, (including buildings constructed for rental purposes) or other divisions when any one or more of those divisions are created for the purpose whether immediate or future, of sale or building development, and shall include all divisions of land involving the dedication of a new street or a change in existing streets; provided, however, that the following shall not be included within this definition nor be subject to the regulations prescribed by this ordinance:

41.161 The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the county as shown in this ordinance, and documented with a recorded plat or a map attached to recorded deed(s).

41.162 The division of land into parcels greater than (10) acres where no street right-of-way dedication is involved.

41.163 The public acquisition by purchase of strips of land for the widening or opening of streets.

41.164 The division of a tract in single ownership whose entire area is no greater than two (2) acres into not more than three (3) lots, where no street right-of-way dedication is involved, and where the resultant lots are equal to or exceed the standards of the county as shown in this ordinance.

41.165 The division of land solely among members of the same family, which shall include all lineal descendants or ancestors plus brothers, sisters, aunts, uncles, fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, nieces, nephews and stepchildren by any method of transfer except where the parties contemplate development for resale, and where the resultant lots are equal to or exceed the standards of the county as shown in this ordinance.

41.166 The division of land by court ordered/approved division except where the parties contemplate development for resale.

41.17 UNIT. A structure or portion of a structure which is a single, habitable dwelling or single place of business.

41.18 WATER SUPPLY SYSTEMS.

41.181 Individual Systems. A well, spring, stream or other source used to supply a single connection.

41.182 Community Systems. A water system serving two (2) or more connections and not qualifying as a public water supply (PWS) under North Carolina regulations.

41.183 Public Systems. A water system owned and/or operated by the county, any municipality, water district, property owner's association, or utility company that qualifies as a public water supply (PWS) under North Carolina regulations.

41.19 WORKING DAYS. Days the Watauga County Administrative offices are open for business.

ARTICLE V

PLANNING BOARD REVIEW AND LEGAL STATUS PROVISIONS

SECTION 50. PLANNING BOARD REVIEW AND APPROVAL.

Pursuant to N.C.G.S. 153A-332 unless otherwise noted, no real property within the jurisdiction of this ordinance shall be subdivided and offered for sale or a plat thereof recorded until a preliminary and final plat have been reviewed and approved by the Watauga County Planning Board as provided hereinafter. Plans of group developments for housing, commercial, industrial, or other uses, or for any combination of uses shall be submitted in the same manner as other plats for review by the Planning Board.

SECTION 51. BUILDING PERMITS.

Approval of the final plat by the Planning Board shall be required before issuance of any building permit for a structure to be erected in a subdivision, except in Planned Unit Developments, or up to two (2) may be issued in any subdivision to the owner/developer only, when the owner is also the developer.

SECTION 52. RECORDING OF PLATS.

No subdivision plat of land within the County's jurisdiction shall be filed or recorded until it has been submitted to and approved by the Watauga County Planning Board or Staff, and until this approval is entered in writing on the face of the plat by the designated representative of the County Planning Board.

SECTION 53. DUTY OF REGISTER OF DEEDS

The Register of Deeds shall not file or record a plat of a subdivision of land located within the territorial jurisdiction of the County that has not been approved in accordance with these provisions, nor shall the Clerk of Superior Court order or direct the recording of a plat if the recording would be in conflict with this section.

No subdivision plat of land within a Public Water Supply Watershed shall be filed or recorded by the Register of Deeds until it has been approved in accordance with the provisions of Watauga County's Watershed Protection Ordinances. Likewise, the Clerk of Superior Court shall not order or direct the recording of a plat if the recording of such plat would be in conflict with the watershed protection ordinances.

SECTION 54. SEVERABILITY.

Should any section or provision of this ordinance be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 55. EFFECTIVE DATE.

This ordinance shall take effect and be in force from and after its enactment the 17th day of April, 1985.

SECTION 56. RELATIONSHIP TO EFFECTIVE CHANGES IN THE ORDINANCE.

It is not intended that this ordinance will in any way repeal, annul, or interfere with any valid permits or approvals which were legally issued under previous ordinances for the use or development of land or structures. In addition, future changes in this ordinance shall not repeal, annul, or interfere with any valid permits or approvals issued pursuant to this ordinance prior to said changes. This provision shall include approved master plans for phased developments. If the density in the approved master plan is not increased, any plats and extensions thereof shall be subject to the ordinance under which the original master plan was approved.

ARTICLE VI

PROCEDURES FOR REVIEW AND APPROVAL OF SUBDIVISIONS

SECTION 60. Plat Required on Any Subdivision of Land.

Pursuant to N.C.G.S. 153A-330, a final plat shall be prepared, approved, and recorded pursuant to the provisions of this ordinance whenever any subdivision of land takes place. Prior to recording, such plat shall be approved pursuant to Article V. To secure such approval, the subdivider shall follow the procedures established in this Article as applicable.

SECTION 61. Submission of Preliminary Plat.

A preliminary plat meeting the requirements of this ordinance shall be submitted for review and shall be approved by the Planning Board before any improvements or land disturbing activities are made in a subdivision. One(1) copy of this plat shall be submitted to the Planning Staff at least two (2) weeks before the meeting of the Planning Board at which time it is to be reviewed. Prior to the meeting and subsequent to staff review, eight (8) copies along with the plat fee as specified in Section 61.01 shall be submitted.

A Developer Authorization Form (Appendix M) must accompany the Preliminary Plat application when the application is made by person(s) other than the land owner(s).

The Planning Staff shall provide that the following agencies be given an opportunity to make recommendations concerning an individual subdivision plat before the plat is approved: Appalachian District Health Department, Department of Transportation, County School District. The Planning Staff shall transmit copies of the plat to those agencies and others upon their request.

The Planning Board shall review the preliminary plat and negotiate with the subdivider for any changes required in order that the subdivision may comply with the provisions of this ordinance and for such other changes as may be found desirable. The Planning Board shall take formal action on the preliminary plat at the first regular meeting date (Normally the 3rd Monday evening of each month) after receipt of the plat. Within five (5) days after its action on the plat, the Staff shall notify the subdivider by letter indicating the action taken.

After receiving approval of the preliminary plat by the Planning Board and the erosion control plan by the staff (and not before that time), the subdivider may proceed to construct the proposed road and other improvements in accordance with the requirements of this ordinance and as shown on the approved preliminary plat.

61.01 Fees. The developer shall pay an inspection fee of an amount specified from time to time by the Watauga County Commissioners. Half of said fee shall be paid at the time of submission of the preliminary plat (the fee shall be paid before the plat will be placed on the Planning Board meeting agenda); the remainder shall be paid at submission of the final plat.

For a planned unit development the developer shall pay an inspection fee at the rate provided above for each structure in the development. No fees are required for master plan review.

SECTION 62. Specifications for Preliminary Plat.

The preliminary plat shall be at a scale of one-hundred (100) feet to one (1) inch or larger and shall be on a sheet, 18" x 24". However, if the size and shape of the property is such that a sheet 18" x 24" will not accommodate the entire tract, a sheet not larger than 24" x 36" may be used, and in unusual circumstances may be at a scale of no smaller than 1"=200'. The following information shall be required as applicable. In addition, the developer shall provide one (1) reproducible 11"x 17" or smaller copy of the plat.

- 62.01 A sketch vicinity map showing the relationship of the proposed subdivision with the surrounding area.
- 62.02 The location of existing property lines, streets, buildings, water courses, transmission lines, sewers, bridges, and water mains, city and county lines (if adjoining) and any public utility easements.
- 62.03 Boundaries of the tract shown with distances and approximate acreage.
- 62.04 Evidence of access right-of-way from state road.
- 62.05 Names of adjoining property owners and/or subdivisions.
- 62.06 Zoning classification, if any, both on the land to be subdivided and on adjoining land.
- 62.07 Proposed streets, street names, rights-of-way, roadway widths, approximate grades, curve radiuses, and proposed drainage facilities.
- 62.08 Other proposed rights-of-way or easements showing locations, widths and purposes.
- 62.09 Proposed lot lines, lot numbers, and approximate area. Statement that all lots will comply with the Subdivision Regulations.
- 62.10 Proposed minimum building set back lines.
- 62.11 Proposed utility layouts (sewer, water, electricity) showing connections to existing systems or plans for central water system or package sewage system, or designation for individual water and sewage.
- 62.12 Proposed parks, open spaces, or any other public areas.
- 62.13 Name of owner, developer, engineer and registered surveyor.
- 62.14 Title, date, north point, and graphic scale.
- 62.15 Statement of intended use of the lots (single or multi-family).
- 62.16 Evidence of N.C.D.O.T. driveway connection permit, if applicable, shall be submitted prior to preliminary plat approval.
- 62.17 When an area covered in the plan includes or abuts a water area (stream, river or lake) the following additional information is required:
 - 62.171 Relationship with floodway and flood plain as delineated by the county floodway boundary and flood insurance rate maps.

62.172 Any proposed dock lines beyond which no dock structure may be constructed.

62.173 Methods of providing ingress and egress from uplands to water area.

62.174 Names of the owners of the water area.

62.18 A soil erosion control plan (3 copies) shall be submitted to the Planning Staff. Grading shall not commence until the erosion control plan is reviewed and approved by the Planning Staff and the Soil and Water Conservation District and a grading permit is issued. See appendix B - D for further detail.

62.19 If road (s) are to be "county standard", the developer shall maintain the road(s) until such time as a property owners association assumes maintenance. Prior to final plat approval, the developer shall comply with ~~Section 71.012~~ **Section 71.011** concerning recording of property owners association road maintenance provisions.

SECTION 63. Minor Subdivisions

63.01 Procedures set forth here for handling applications for approval of minor subdivisions are intended to simplify processing of routine small subdivisions with due regard to protection of the public interest.

63.02 For the purpose of these regulations, a minor subdivision is defined as any subdivision requiring no variances and consisting of not more than ten (10) lots. One phase of a phased development cannot be considered a minor subdivision unless the entire development is not more than 10 lots.

63.03 After January 1, 2006, all new divisions of land shall comply with all of the requirements of this ordinance, with the exception of the following: The division of one (1) lot or tract out of a larger tract will be allowed provided 1) the new lots meet the size, dimensional, and setback requirements of this or any applicable ordinance; 2) no public street or road dedication or change in existing public streets or road is involved; 3) the original lot or tract was created prior to January 1, 2006 and is over ten (10) acres in size; or 4) if the original tract is less than ten (10) acres, it shall have been created prior to June 15, 1973, or be otherwise exempt from this ordinance; 5) only one (1) such division shall be allowed from the original tract without total compliance with this ordinance.

63.04 The Watauga County Planning Staff shall review the preliminary plat of each minor subdivision and shall find that it either is or is not a minor subdivision and shall find that it either does or does not meet the requirements of this ordinance. Said findings shall be stated in writing and recorded in the records of the Planning Board. Based upon said findings the Staff shall either approve, not approve, or approve conditionally the proposed minor subdivision.

63.05 A decision by the Planning Staff shall be made within fifteen days of submission of the proposed minor subdivision to the Staff and the decision of the Staff is subject to appeal by the subdivider to the Planning Board which must act on appeals at its next regular meeting.

63.06 A final plat shall be submitted to the Watauga County Planning Staff for consideration and approval before the conveyance of any of the property or the recording of the plat.

SECTION 64. Phased Developments

If a developer proposes that a subdivision (including PUD's) will be constructed in phases, the following procedure shall apply.

- 64.01 A master plan showing the entire proposed subdivision and the phases of development, proposed density, proposed type and location of utilities, and proposed development timetable shall be submitted to the Planning Board for approval.
- 64.02 Each phase of development shall be preceded by submission and approval of a preliminary plat as outlined in Section 62 unless such plat submission is waived by the Planning Board. The master plan may be submitted prior to or simultaneously to submission of the preliminary plat for the first phase of development.
- 64.03 As each phase is completed, a final plat must be submitted and approved for that phase as outlined in Sections 65 and 66.
- 64.04 Approval of the master plan need not be renewed unless density increases are proposed.

SECTION 65. Submission of Final Plat.

Unless a final plat is submitted to the Planning Board within eighteen (18) months from the date on which the preliminary plat was approved, such action on the preliminary plat shall become void and of no effect, and will necessitate the resubmission of the preliminary to the Planning Board for consideration, except in the case of preliminary plats for Planned Unit Developments, which do not expire. One (1) copy of this plat shall be submitted to the Planning Staff at least two (2) weeks before the meeting of the Planning Board at which time it is to be reviewed. Prior to the meeting and subsequent to staff review, eight (8) copies along with the plat fee as specified in Section 61.01 shall be submitted. Roads and lots shall be clearly marked in the field upon submission of the final plat.

- 65.01 Final Plat. The final plat shall be drawn on reproducible mylar. The final plat shall constitute only that portion of the approved preliminary sketch plan which the subdivider proposes to record provided that such portion conforms to all requirements of this ordinance. All final plats shall be on sheets with overall measurements of 18" x 24" and shall be on a scale no smaller than 1" = 100'. In addition, the developer shall provide one (1) reproducible 11"x 17" or smaller copy of the plat.

The final plat shall show as applicable:

- 65.011 A sketch vicinity map showing the location of the subdivision in relation to the surrounding area.
- 65.012 The right-of-way lines and easements of all streets and roads, and access right-of-way to state road.
- 65.013 Lot lines and lot numbers showing bearings and distances, and lot sizes. All dimensions should be to the nearest one-hundredth (0.01) of a foot and angles to the nearest minute.
- 65.014 Minimum building setback lines. (Show typical lot setback; not required of all lots.)
- 65.015 Relationship with floodway and flood plain as delineated by the county floodway boundary and flood insurance maps.
- 65.016 Sufficient data to determine readily and reproduce on the ground the location, bearing and length of every street line, lot line, boundary line, and block line whether curved or straight.
- 65.017 Accurate location and description of all monuments and markers and block tie lines.

65.018 The names and locations of adjoining subdivisions and streets, and the location and ownership of adjoining un-subdivided property, including water areas.

65.019 Title, date, name, and location of subdivision, graphic scale, and true north point.

65.020 Name of owner, developer, surveyor, engineer and land planner.

65.021 Reservations for easements, and areas to be dedicated to public use or sites for other than residential use shall be shown on the plat with notes stating their purposes.

65.022 One of the following statements:

Drinking water source to be individual or shared wells (not a community or public water supply). Wastewater disposal method to be septic tanks. Individual lots have/have not been approved by Appalachian District Health Department for septic system.

OR

Drinking water source to be a public water supply (name system if to be connected to existing system, or indicate proposed new supply). Wastewater disposal method to be septic tanks. Individual lots have/have not been approved by Appalachian District Health department for septic system.

OR

Drinking water source to be a community water system (name system if to be connected to existing system, or indicate proposed new supply). Wastewater disposal method to be septic tanks. Individual lots have/have not been approved by Appalachian District Health Department for septic system.

OR

Drinking water source to be individual or shared wells (not a community or public water system). Wastewater disposal method to be NPDES sewer (name system if to be connected to existing system, or indicate proposed new system).

OR

Drinking water source to be a public water supply (name system if to be connected to existing system, or indicate proposed new supply). Wastewater disposal method to be NPDES sewer (name system if to be connected to existing system, or indicate proposed new system).

OR

Drinking water source to be a community water supply (name system if to be connected to existing system, or indicate proposed new supply). Wastewater disposal method to be NPDES sewer (name system if to be connected to existing system, or indicate proposed new system).

65.023 Location and size of culverts/ drainage facilities.

65.024 Density in units per acre if PUD.

65.025 Variances granted, if any.

65.026 Reference shall be made on final plat to deed book and page number of recorded Restrictive Covenants **and/or Road Maintenance Agreement**.

65.03 The following certificates shall be shown on the final plat as applicable:

65.031 Certificate of Ownership and Dedication

I (We) hereby certify that I am (we are) the owner(s) of the property shown and described here on, that the property is within the regulatory jurisdiction of Watauga County, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish all lots, and dedicate all streets, alleys, walks, parks, easements, right-of way, and other open spaces to public or private use as noted.

DATE

OWNER

65.032 Certificate of Accuracy

"The undersigned surveyor, being duly sworn, deposes and says that the plat upon which this certificate appears was prepared in accordance with N.C.G.S.47-30 as amended, is in all respects correct according to the best of his knowledge and belief, and was prepared from an actual survey made by him on the _____ day of _____ 20____, with maximum linear error of closure of _____ and a maximum field error of angular closure of _____.

65.0321 (may be combined with 65.032)

Pursuant to N.C.G.S. 47-30, the surveyor shall certify to one of the following.

- a. That this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land;
- b. That this survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
- c. Any one of the following:
 1. That the survey is of an existing parcel or parcels of land and does not create a new street or change an existing street;
 2. That the survey is of an existing building or other structure, or natural feature, such as a watercourse; or
 3. That the survey is a control survey.
- d. That this survey is of another category, such as the recombination of existing parcels, a court ordered survey, or other exception to the definition of subdivision;
- e. That the information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to provisions contained in (a) through (d) above.

65.033 Certificate of the Approval of Water and Sewage System

I hereby certify that the water supply and sewage disposal utility system installed, or proposed for installation, in each lot of the subdivision entitled _____

fully meets the requirements of the undersigned agency(ies), and are hereby approved as shown.

DATE APPALACHIAN DISTRICT HEALTH DEPARTMENT

NC PUBLIC WATER SUPPLY SECTION

NC DEPT. OF ENVIRONMENT AND NATURAL RESOURCES

65.034 Certification of the Approval of Streets and Utilities

I hereby certify: (1) that streets, utilities and other improvements have been installed in an acceptable manner and according to County specifications in the subdivision entitled _____ or (2) that a security guarantee in the amount of \$ _____ or cash in the amount of \$ _____ has been posted with the county to assure completion of all required improvements in case of default.

DATE WATAUGA COUNTY AUTHORIZED REPRESENTATIVE

65.035 Certificate of Approval of Recording.

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Watauga County, North Carolina, with the exception of such variances, if any, as are noted in the Minutes of the Planning Board and are recorded on the plat and that it has been approved by the Watauga County Planning Board at their regular meeting of _____ for recording in the office of the County Register of Deeds.

DATE WATAUGA COUNTY AUTHORIZED REPRESENTATIVE

65.036 Certificate of Approval of Recording. (watershed; can be combined with 65.035 or 65.040)

I certify that the plat shown here on complies with the Watershed Protection Ordinance and is approved by the Watauga County Planning Board or Staff (choose which is applicable) for recording in the Register of Deeds Office.

DATE WATAUGA COUNTY AUTHORIZED REPRESENTATIVE

NOTICE: This property is located within a Public Water Supply Watershed – development restrictions may apply.

65.037 Certificate of Approval and Acceptance of Dedications

I, _____, the Authorized Representative of Watauga County, North Carolina, do certify that Watauga County approved of this plat or map and has accepted the dedication of the streets, easements, right-of-way, and public parks shown thereon, but assume no responsibility to open or maintain the same until, in the opinion of the governing body of Watauga County it is in the public interest to do so.

DATE WATAUGA COUNTY AUTHORIZED REPRESENTATIVE

65.038 Certification of Approval of N.C.D.O.T Division of Highways

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARDS CERTIFICATION

APPROVED _____

DISTRICT ENGINEER

DATE _____

(or as otherwise specified by D.O.T.)

65.039 Certificate of Exemption

I hereby certify that the plat shown here on is exempt from the Watauga County Ordinance to Govern Subdivisions and Multi Unit Structures pursuant to Section _____ of the ordinance. No approval is required.

DATE

WATAUGA COUNTY AUTHORIZED REPRESENTATIVE

65.040 Certificate of Approval of Minor Subdivision

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Watauga County, North Carolina. It has been approved as a minor subdivision as defined in Section 63 of the Subdivision Regulations for recording in the office of the County Register of Deeds.

DATE

WATAUGA COUNTY AUTHORIZED REPRESENTATIVE

(NOTE: Authorized representatives shall be the Director of Planning and Inspections and the Property Development Coordinator II, and in their absence, the Chairman and Vice Chairman of the Planning Board.)

SECTION 66. APPROVAL OF FINAL PLAT.

Upon receipt of the final plat, the Planning Board and Staff shall review it for compliance with the provisions of the ordinance. The Planning Board may approve the plat in whole or in part, or subject to modifications. Failure of the Planning Board to take formal action on the final plat after receipt of the plat at least two (2) weeks prior to the regular meeting date(3rd Monday evening of each month) shall be deemed approval of submitted plat. (The regular meeting may be postponed, but for no more than one (1) week.)The approval of the final plat by the Planning Board shall be on the condition that such plat be recorded in the office of the Register of Deeds within one (1) year after such approval. The original tracing of the final shall be made available by the subdivider for authentication when the Planning Board takes final action approving the plat.

66.01 The developer shall pay an inspection fee of an amount specified from time to time by the Watauga County Commissioners. Half of said fee shall be paid at the time of submission of the preliminary plat; the remainder shall be paid at submission of the final plat. Fees shall be paid before the plat will be placed on the Planning Board meeting agenda.

66.02 For a planned unit development the developer shall pay an inspection fee at the rate provided above for each structure in the development. No fees are required for master plan review.

SECTION 67. Appeals

If either a preliminary or final plat is not approved by the Planning Board, the subdivider may appeal his case to the Watauga County Board of Commissioners within 30 days, by submitting written notice of appeal to the County Manager's Office. The notice of appeal shall state the grounds for the appeal. The County Manager shall schedule a hearing for the next regular Board of County Commissioners' meeting (provided the appeal is received prior to the meeting agenda deadline) and notify the appellant of this meeting. The Board of Commissioners shall render a decision affirming, reversing, or modifying the decision of the Planning Board.

A decision of the Board of Commissioners on an application for Appeal may be appealed to the Watauga County Superior Court by an aggrieved party. Such appeal shall be in the nature of certiorari and must be filed within thirty (30) days of the filing of the decision with the Clerk to the Board.

SECTION 68. Advisory Opinion.

A subdivider is encouraged to submit a sketch to the Planning Staff prior to submission of a preliminary plat if he wishes to ascertain the feasibility of development of his property.

ARTICLE VII

GENERAL REQUIREMENTS AND MINIMUM STANDARDS OF DESIGN

SECTION 70. General Requirements.

The subdivider shall observe the following general requirements and principles of land subdivision.

70.01 Suitability of Land. Land which has been determined by the Watauga County Planning Board on the basis of engineering and/or other studies prepared by licensed professionals to pose an ascertainable danger to life or property by reason of its unsuitability for the use proposed shall not be platted for that purpose, unless and until the subdivider has taken the necessary measures to correct said conditions and to eliminate said dangers.

70.011 Land subject to flooding may be considered unsuitable for building development. The decision by the Planning Board shall be based on flooding history of the area and survey information furnished by Federal Emergency Management Agency (FEMA) as delineated on the Watauga County Floodway Boundary and Flood Rate Insurance Maps. Subdivision developments shall comply with the Watauga County Flood Damage Prevention Ordinance.

70.012 Generally, property which has a natural cross slope of fifty (50) percent or more is considered unfeasible for subdivision development. Any variance beyond a fifty (50) percent slope shall require the approval of the Planning Board. See Appendix H for method of defining average cross slope

70.02 Conformity to Existing Plans. All proposed subdivisions shall conform to any adopted plans for the county and to any applicable regulations of any existing County Zoning Ordinance. Whenever a tract to be subdivided embraces any part of a state maintained road, as designated on any officially adopted plan, such part of such public right-of-way shall be platted by the subdivider in the location and at the width indicated by said plan and provisions of this ordinance.

- 70.03 Coordination and Continuation of Streets. The proposed street layout within a subdivision shall be coordinated with the existing street system of the surrounding area and where possible, existing principle streets shall be extended.
- 70.04 Access to Adjacent Properties. Where, in the opinion of the Planning Board it is necessary to provide for street access to an adjoining property, proposed streets shall be extended by dedication to the boundary of such property and a temporary turnaround shall be provided. This provision shall apply only to roads which will be state maintained (dedicated to the public).
- 70.05 Access Right-of-Way. Where a right-of-way, less than forty-five (45) feet, which provides access to property proposed for subdivision had been granted prior to June 15, 1973, and the developer presents proof in writing that he cannot feasibly obtain a forty-five (45) foot right-of-way to the property then he may be permitted to develop the property provided he secure at least a thirty (30) foot right-of-way into the property proposed for subdivision. If the right-of-way is less than thirty (30) feet, the Planning Board may grant a variance for development provided that the road width will meet county standards. Less-than-county-standard-width may be permitted under extreme circumstances in the judgment of the Planning Board, provided the access right-of-way is no greater than 300 feet in length and there are no view obstructions from either end of the access. Roads providing access to subdivisions shall meet the same standard as the roads within the subdivision unless a variance specifying otherwise is granted by the Planning Board. In all cases where less than a forty-five (45) foot right of-way is used for access to a subdivision, this fact shall be contained in the disclosure statement and shown on the final plat as specified in Subsection 65.012. For purposes of this section, access road shall not include any state-maintained road. When an access road passes by an existing structure, the subdivision developer shall make efforts to protect the structure(s) from visual, noise, stormwater and other impacts potentially caused by the access road.
- 70.06 Large Tracts or Parcels. Where land is subdivided into larger parcels than ordinary building lots, such parcels should be arranged so as to allow for the opening of future streets and logical further re-subdivisions.
- 70.07 Marginal Access Streets. Where a tract of land to be subdivided adjoins a principal arterial street or a major arterial street, the subdivider may be required to provide a marginal access street parallel to the arterial street or reverse frontage on a minor street for the lots to be developed adjacent to the arterial. Where reverse frontage is established, private driveways shall be prevented from having direct access to the expressway.
- 70.08 Lots. All lots shall front, except as provided in Section 72.016, with a minimum of forty (40) feet on a dedicated through street; thirty (30) feet on cul-de-sacs. Double frontage lots shall be encouraged where terrain necessitates double frontage for reasonable access to property.
- 70.09 Street Names. Proposed streets which are obviously in alignment with existing streets shall be given the same name. In assigning new names, the provisions of the Ordinance Establishing Names For Public And Private Roads In Watauga County shall apply. Street names shall be subject to the approval of the Planning Staff.
- 70.10 Name of Subdivision. The name of a subdivision shall not duplicate nor closely approximate the name of an existing subdivision within the county.
- 70.11 Natural Assets. In any subdivision due consideration will be given to preserving natural features such as trees, ponds, streams, rivers, lakes and for any historical sites which are of value not only to the subdivision but to the county as a whole.
- 70.12 Erosion Control. In order to prevent soil erosion and sedimentation of streams, springs, flat water bodies, or other drainage networks, the subdivider shall retain the natural vegetation cover

wherever possible. Further, land cleared of the natural vegetation shall be reseeded or replanted with an appropriate vegetative cover which shall be approved by the Planning Staff and Soil and Water Conservation District. In all cases of street construction, or land disturbing activity of one half (1/2) acre or more, the subdivider shall comply with the Watauga County Soil Erosion Control Ordinance. Also see appendix B-D for further detail.

- 70.13 Storm Water Drainage. The subdivider shall provide an adequate drainage system for the proper drainage of all surface water. The design of such a system shall be subject to the approval of the Planning Staff.

70.131 No surface water shall be channeled or directed into a sanitary sewer.

70.132 Where feasible, the subdivider shall connect to an existing storm drainage system.

70.133 Where an existing storm drainage system cannot feasibly be extended to the subdivision, a surface drainage system shall be designed to protect the proposed development and adjoining property from water damage.

- 70.14 Proposed Water and Sewage Systems. The preliminary subdivision plat must be accompanied by satisfactory evidence as to the proposed method and system of water supply and sanitary sewage collection and disposal.

70.141 Where the system is to be connected to the system owned and operated by the Towns of Boone, Blowing Rock, Beech Mountain, Seven Devils, or any associated sanitary district, or any sanitary facility of Watauga County, but not constructed by the municipalities or county, the preliminary subdivision plat shall be accompanied by a letter of approval from the proper official representing the owner of the existing system to which the proposed system is to be connected. After preliminary approval but prior to installation of a public water or sewer system, the developer shall present to the Planning Board plans for the proposed system, prepared by a registered engineer and approved by the proper official representing the owner of the system to which the proposed system is to be connected, and by the designated state agency.

70.142 Where community water/sewer systems are proposed, the preliminary plat shall be accompanied by a letter of approval from the proper official of the designated state agency or the Appalachian District Health Department, whichever is applicable. The developer shall note the type of systems to be utilized on the preliminary and final plat **and shall record with the Watauga County Register of Deeds an instrument setting forth provisions for the establishment of a property owner's association for the purpose of assessing dues for maintenance of the community systems by purchasers of property which will be served within the development. The developer shall maintain community systems at least until such time that the property owner's association assumes maintenance.**

70.143 Where the proposed system does not contemplate the use of facilities owned and operated by any of the above, the developer shall note on the preliminary and final plat that each lot shall have an individual water supply and sewage disposal facility to be approved by the Appalachian District Health Department. The developer shall note further which lot(s) have or have not received prior approval for septic tank use by the Appalachian District Health Department.

- 70.15 Cemeteries: Where a subdivision plat encompasses an existing cemetery - whether active or abandoned - the subdivider shall provide permanent access to the cemetery.

SECTION 71. Design Standards for Streets

The design standards for subdivision streets shall meet either the minimum construction standards for secondary roads as required by the N.C. Department of Transportation or the minimum construction requirements for county standard roads. When state standards are to be met, the developer shall submit proposed road specifications for the approval of the local Department of Transportation office prior to submitting a preliminary plat. It is recommended that subdivision roads be constructed to meet D.O.T. requirements in all areas where terrain is suitable for D.O.T. approval.

71.01 County Standard Roads. County standards may be utilized under the following conditions:

~~71.011 — If the approved road/street is a “county standard” road, the developer shall record with the Watauga County Register of Deeds an instrument setting forth provisions for the establishment of a property owners association for the purpose of assessing dues for maintenance of the road(s) within the development. The developer shall maintain the road at least until such time that the property owners association assumes maintenance.~~

71.011 Prior to the recording of the final plat, the developer shall record a Declaration of Restrictions and/or approved Road Maintenance Agreement having provisions for the establishment of a property owner’s association for the purpose of assessing dues for road maintenance. The developer shall maintain the road at least until such time that the property owner’s association assumes maintenance.

~~71.012 — A subdivision disclosure statement shall be submitted as required in N.C.G.S. 136-102.6. Such statement fully discloses the status (public or private) of the road upon which lots front.~~

71.012 County standard roads shall be maintained to the original graveled or paved width.

71.013 The Planning Staff may perform periodic inspections to insure that the roads are being maintained to the required width.

71.02 Design Requirements for County Standard Roads.

71.021 Right-of-Way Width. Right of way width for County standard roads shall be not less than forty-five (45) feet.

71.022 Width of Road. Graded width of road bed including ditch and shoulder areas shall have a minimum width of twenty five (25) feet. This amount may be reduced pursuant to Section 71.024.

71.023 Stoned or Paved Area. Road travel area may be either stoned or paved, and shall have a minimum width of ~~eighteen (18)~~ **twenty (20)** feet.

71.0231 Where stone is used, it shall be "crusher-run" or DOT approved "ABC" stone compacted to a minimum of four (4) inches. In locations where soil conditions require additional stone to attain a stable road bed, the developer shall add the required amount of stone before attaining approval of the final plat.

71.0232 If the developer elects to pave county standard roads, he shall meet requirements of the State Department of Transportation pertaining to stone base and top surface.

71.024 Shoulder Areas and Ditches. Shoulder area on cut side shall be a minimum of four (4) feet in width and shall provide a drainage ditch of adequate size to accommodate storm water run-off based on terrain and location. Shoulder width on fill side shall be a minimum width of three (3) feet. In locations where cuts are required on both sides of the road, drainage ditches and shoulders shall occupy approximately three and one-half (3 1/2) feet wide on each side. The

Planning Staff may recommend shoulder design which differs from the above during site inspection and depending upon terrain and cut and fill. In addition, the staff may approve a reduction in shoulder area on the ditch side of up to one and one-half (1 1/2) feet where the road is paved and "roll type" curb and gutter is used. The total reduction in shoulder area could be three (3) feet if there is a ditch on both sides. This reduction is dependent upon adequacy of this design to handle runoff as calculated by the erosion control plan.

71.025 Road Grades. Maximum grade shall be fifteen (15) percent. A variance up to eighteen (18) percent may be granted by the Planning Board in extreme cases where terrain prohibits a lesser grade to attain access to a nearby area, if in the opinion of the Planning Board such variance will not create a hazardous or destructive condition. In no case shall a variance be granted for road grades exceeding eighteen (18) percent.

In addition, for any road containing grade(s) exceeding fifteen (15) percent, the entire road network shall be paved unless deemed unnecessary by the Planning Board in considering the variance. The Planning Board may require the placement of safety barriers on curves of such roads. The Planning Board shall also require a slope stake road profile for roads (or portions of roads where practical) with grade(s) fourteen (14) to eighteen (18) percent subsequent to preliminary plat approval. Certification of road grade by a NC licensed surveyor shall be required when deemed necessary by the Planning Board or Staff.

71.026 Culverts and Drainage. Culverts shall be of adequate size to discharge storm water from any given area depending upon terrain and location. Minimum culvert size shall be eighteen (18) inches (may be reduced at the discretion of the Planning Staff) inside diameter and shall be located and installed as recommended by the project engineer or as recommended by the Planning Staff.

71.0261 Culverts may be made of any NCDOT approved material and design and shall be installed on a constant grade of a sufficient degree to insure proper drainage and a minimum danger of becoming clogged with debris or mud.

71.0262 All culverts shall have a minimum cover of twelve (12) inches of well compacted earth. The first six (6) inches of earth surrounding the culvert shall be free of stones larger than two (2) inches square.

71.027 Curve Radius. All curves in county standard roads shall have a radius of no less than thirty five (35) feet.

71.028 Bridges. Proposed bridges which will be part of a county standard road **or bridges used by more than one house, townhouse or duplex shall be constructed and maintained in accordance with AASHTO HB-17 and designed to** accommodate two (2) lanes of traffic unless a variance for a one (1) lane bridge is granted by the Planning Board. Factors to be considered by the Board in deciding upon such variances are: (1) environmental impact of a one (1) lane bridge as opposed to a two (2) lane bridge; (2) density (number of houses to be served by bridge); (3) traffic flow (one lane bridges should not be placed so as to cause traffic to back up onto a major thoroughfare).

In any event, bridges **servicing more than one house, townhouse or duplex shall be permitted and** constructed to meet NC Department of Transportation specifications, except that the width may be reduced to twenty (20) feet. Confirmation that bridges meet such specifications may be provided by either Department of Transportation engineer or a registered private engineer. In addition, one-lane bridges shall include gravel or paved turnouts on each side of the bridge(s) to provide access to the water body for fire-fighting equipment where feasible. Developers proposing bridges should request an advisory opinion from the Planning Staff to assist in designing appropriate and adequate bridges. Private bridges shall be maintained by the

developer or property owners association. Suggested maintenance procedures are found in Appendix I. It is recommended that these or similar procedures be adopted as an annual procedure.

71.029 Cul-de-sacs. Turn-around right-of-way width shall be a minimum of one hundred (100)feet in diameter for round-design cul-de-sacs; the travel surface shall be a minimum of seventy (70) feet in diameter. Provided, however, that if terrain prevents construction of a round-design cul-de-sac, "tee" and "y" types of turn-arounds may be constructed; right-of-way shall be forty-five (45)feet in width; travel surface shall be eighteen (18)feet. See Appendix K for drawings.

71.030 Turnarounds. County standard roads shall be provided with turnarounds located as near as practical to the first 1000 foot point and each 1000 foot point thereafter, but not to vary by more than 100 feet longer. Road right-of-way shall be established so as to encompass turnarounds.

71.031 Property Lines - - Concerning County Standard Roads. Roads which are to have a forty-five (45) foot right-of-way may also have the property line located along and with the centerline of the road with a twenty-two and one-half (22 1/2) foot road right-of-way measured from the centerline to each side of the road. If this method is used it shall be clearly indicated on the plats and incorporated in all deed conveyances. If the developer elects, he may place property line(s) twenty-two and one-half (22 1/2) feet from the centerline of the road(s) thereby providing a forty-five (45) foot right-of way.

71.0311 Property line markers (iron rod, granite, or concrete monument) shall be placed on the side property lines at a point measured twenty-two and one-half (22 1/2) feet from the center of the road where a forty-five (45) foot right-of-way is provided.

71.0312 The minimum building set-back distance from the road abutting the front of the property shall be forty (40) feet from the center of a forty-five (45) foot right-of-way. This will place the structure 17 1/2 feet behind the right-of-way line.

71.032 Designation of Road Status. All roads shown on the preliminary and final plats shall be clearly noted as to which roads are county standard and which are constructed to meet N.C. Department of Transportation requirements.

71.0321 It is permissible to have both county standard and state approved roads within a subdivision. It is suggested that for a subdivision of substantial size with a main entrance road entering from an existing state road which will have a length of one thousand (1000) feet or more and may be extended in the foreseeable future, the entrance road should be constructed to meet N.C. Department of Transportation standards. This plan is suggested in order to insure mail delivery, state road maintenance and school bus service to a closer proximity of property owners located on county standard roads which may intersect the new public road.

71.0322 Construction of a county standard road intersecting an existing state road with the intention of connecting and serving a new state approved road is prohibited.

71.033 Disclosure. The developer shall comply with N.C.G.S.136-102.6 which provides for a Disclosure Statement from the developer to the purchaser setting forth the status (whether public or private) of the road on which the property is located. The disclosure statement shall also fully disclose the party or parties upon whom responsibility for maintenance of such roads shall rest.

71.034 ~~Prior to recording of the final plat, the developer shall record a Declaration of Restrictions having provisions for the establishment of a property owners association to establish~~

~~reasonable assessments for road maintenance. County standard roads shall be maintained to the original graveled or paved width. The Planning Staff may inspect from time to time to insure that the roads are being maintained to the required width.~~

SECTION 72. Design Standards for Lots

The lot size, width, depth, shape and orientation, shall be appropriate for the location and terrain of the subdivision and for the type of development and use contemplated.

72.011 Lot Area. (SEE ALSO TABLE 1)

72.0111 Lots served by public/community water and NPDES sewer shall have an area of at least eight thousand (8000) square feet.

72.0112 Lots served by NPDES sewer but individual water shall have an area of at least ten thousand (10,000) square feet.

72.0113 Lots served by individual sewer shall have an area of at least twenty-one thousand, seven hundred eighty (21,780) square feet (one-half acre). These requirements shall be increased on the recommendation of the Appalachian District Health Department based on site investigations or percolation rates and subsoil conditions.

72.0114 Lots located within drinking water supply watersheds shall comply with the size requirements specified for WS-I, WS-II, WS-III, or WS-IV found in the Watauga County Watershed Protection Ordinances.

72.0115 Individual lots within townhouse developments or townhome conversions must include an individual dwelling, together with front and rear yards or rights to yards in common areas, but are otherwise exempt from minimum lot area and setback requirements.

TABLE 1 - LOT AREA REQUIREMENTS

	PUBLIC/COMMUNITY WATER, NPDES & NON-DISCHARGE SEWER SYTEMS	PUBLIC/COMMUNITY WATER, INDIVIDUAL SEWER SYSTEMS	INDIVIDUAL WATER INDIVIDUAL SEWER SYSTEMS	INDIVIDUAL WATER NPDES SEWER SYSTEMS
Minimum Lot area in square feet	8,000	21,780	21,780	10,000
Minimum Lot width in feet	75-average 40-street line**	75-average 40-street line	75-average 40-street line	75-average 40-street line
Minimum lot depth in feet	125-average	125-average	125-average	125-average
Density in units per acres	5.4 (conventional) 6.155 (PUD***)	2 (conventional) 2.261 (PUD***)	2 (conventional) 2.261 (PUD***)	4.3 (conventional) 4.924 (PUD***)

** Street line width for cul-de-sacs may be 30 feet.

*** Multiply gross area by figures shown here. These figures have 15% deduction for roadways built in. These figures do not apply where the average cross slope is 30% or greater.

NOTES: (1) PUDs served by shared individual or non-discharge sewer systems (see definitions) shall be permitted density of 4.522 units per acre (this figure has 15% roadway deduction built in); density permitted where average cross slope exceeds 30% shall be 4 units per acre.

(2) Minimum lot size requirements may exceed those shown above if subdivision is located in areas of the County affected by the following state and local regulations:

Valle Crucis Historic District Ordinance (9-1-90)
 Foscoe-Grandfather Zoning Ordinance (11-6-90)
 Watershed Protection Zoning Ordinance (Winklers Creek, Howards Creek, Norris Branch, Flat Top Branch, South, East and Middle Forks New River) (1-1-94)
 High Quality Waters (HQW) regulations (Watauga River, Boone Fork Creek, Howards Creek) (8-1-90)
 Outstanding Resource Waters (ORW) regulations (Elk Creek) (3-1-89)

(3) Setback: 15 feet from side and rear property lines; 40 feet from center of 45 foot right-of-way.

(4) Appalachian District Health Department regulations require that 1 unit = 2 bedrooms for individual sewer systems.

(5) Minimum lot areas are exclusive of road right-of-way.

(6) Formula for units per acre: #units divided by total acres. Example: 10 units on 2 acres = $10/2=5$ units per acre.

(7) Except as set forth in Section 72.016, A residential lot, meeting the minimum standards of this ordinance, or being a lot which was established prior to June 15, 1973, may accommodate a single residence, a duplex, or a single residence and a detached secondary residence such as a garage apartment, provided there are no more than two (2) units.

72.012 Lot Width. All lots shall have an average width of seventy-five (75) feet and a minimum width at the street line of forty (40) feet, thirty (30) feet on a cul-de-sac.

72.013 Lot Depth. All lots shall have an average depth of at least one hundred twenty-five (125) feet.

72.014 Orientation of Lot Lines. Side lot lines are encouraged to be designed substantially at right angles or radial to street lines depending upon terrain.

72.015 Panhandle Lots. The Planning Board or Staff may approve panhandle lots where it is impractical to serve an isolated lot by a state or county standard road. The frontage of the panhandle lot shall have a minimum width of thirty-five (35) feet which will provide an access strip between two standard lots to the isolated building site. The area of such strip shall be excluded in computing the lot area and the length of said strip shall not exceed three-hundred (300) feet. If the panhandle widens to seventy (70) feet or more, it shall be included in the acreage calculation.

72.016 Access to Lots. All lots within a subdivision shall have direct vehicular access to state or county standard roads, provided however that access to a maximum of three (3) lots (**each lot containing no more than one residential unit**) may be provided through use of a **shared private driveway**. **A shared private driveway shall not exceed eighteen (18) percent grade, shall be contained within a 20 foot or greater right-of-way, and shall have a 35 foot minimum curve radii. Driveway travel area may be either stoned or paved and shall have a minimum width of ten (10) feet with a vertical clearance of not less than 13 feet 6 inches. The travel area must be designed to support the loads imposed by fire apparatus and provide all weather driving capabilities.**

Driveways that exceed 1,000 feet in length shall have an approved pullout area with a minimum width of 10 feet and minimum length of 40 feet to allow for two-way traffic. ~~The Planning Board may require pullouts where deemed necessary and where terrain permits for long shared driveways.~~ Shared driveways shall be constructed at the time of final plat submission. There shall be no obstructions within the right-of-way of shared driveways. ~~The developer shall record with the Watauga County Register of Deeds an instrument setting forth provisions for maintenance of the shared driveway and shall maintain the driveway at least until such time that the maintenance is assumed by others.~~ The provisions of this subsection are applicable to shared driveways serving more than one subdivision, or a subdivision and property outside of the subdivision. Decisions of the staff may be reviewed by the Planning Board upon written appeal submitted to the Director of Planning and Inspections within thirty (30) days of the staff decision.

72.017 Building Setback Lines. The minimum building setback distance shall be as stipulated in Table 2. Structures subject to setback requirements may be completed without regard to older, more stringent setback requirements found in older subdivisions. Building setbacks shall be measured from the property line to any part of the structure above ground, including eaves and overhangs, but not including walkways or driveway/parking areas. The owner or contractor shall certify compliance with setbacks prior to inspection of the building footings.

TABLE 2
BUILDING SETBACK REQUIREMENTS

<u>Type of Setback</u>	<u>Amount of Setback</u>
1. Distance from center of right-of-way on Highways 321, 421, 221, 105, 194. (includes all frontages of multiple frontage lots)	80 feet, but shall in all cases be at least 15 feet from the street right-of-way line.
2. Distance from center of right-of-way on all other streets. (includes all frontages of multiple frontage lots)	45 feet, or 40 feet per Section 71.0312.
3. Distance from cul-de-sac right-of-way.	15 feet
4. Distance from side property line.	15 feet
5. Distance from rear property line. (if rear property line does not front on a road)	15 feet
6. Distance (horizontal) from a stream, river, or lake.	To be determined by Watauga County Flood Damage Prevention Ordinance or other applicable regulations including but not limited to High Quality Waters, Outstanding Resource Waters, and Watershed Protection

SECTION 73. Design Standards for Easements.

Easements shall be provided as follows:

73.01 Utility Easements. Easements for underground or above ground utilities shall be provided where necessary across lots or preferably centered on rear or side lot lines and shall be at least ten (10) feet in width.

73.02 Drainage Easements. Where a subdivision is traversed by a stream or drainage way, a minimum easement of fifteen (15) feet shall be provided conforming to the lines of such stream.

ARTICLE VIII

PLANNED UNIT DEVELOPMENT

SECTION 80. Definition.

A "planned unit development" (PUD) is a tract of land under single, corporate, firm, partnership, or association ownership which is planned and developed as an integral unit. It is established in a single development operation or a definitely programmed series of development operations according to an approved master development plan and a preliminary site plan.

SECTION 81. Purpose.

It is the objective of this Article to encourage PUD proposals that exhibit such special qualities or concepts that they may deviate from standard ordinance requirements. These regulations are established in order that each PUD proposal will be evaluated on its own merits. It is recognized that some proposals or concepts will be more successful than others and the approval of a specific proposal in one situation does not mean that a similar proposal would be acceptable in other circumstances. It is also recognized that only through ingenuity, imagination, and high quality design can residential or commercial developments be produced which are in keeping with the intent of this article but which are not constrained by the strict application of conventional use and dimensional requirements of the subdivision regulations.

A Voluntary Alternate Procedure

Use of the PUD procedure is not mandatory for the development of any site or area. Rather, this process will provide a voluntary alternate development procedure which has one or more of the advantages listed below.

- a) Permit creative approaches to the development of residential or commercial land, reflecting changes in the technology of land development.
- b) Accomplish a more desirable environment than would otherwise be possible, by providing for a variety of housing types, designs and arrangements.
- c) Provide for an efficient use of land which can result in smaller networks of utilities and streets and reduce development costs.
- d) Enhance the appearance of neighborhoods through the preservation of natural features, and the provision of recreational and open space areas.
- e) Provide an opportunity for new approaches to home ownership.
- f) Provide an environment of stable character compatible with surrounding residential and natural areas.

81.01 Minimum Requirements.

- a) The normal lot size, setbacks and frontage requirements are hereby waived for lots or building sites within the planned unit development, provided that the spirit and intent of this article are complied with in the total development plan, as determined by the Planning Board. Compliance with standard subdivision setback requirements along the perimeter of a PUD is required. The Planning Board shall exercise ultimate discretion as to whether the total development plan does comply with the spirit and intent of this section.
- b) Height limitations: All buildings shall comply with the Watauga County Ordinance to Govern the Height of Structures or the NC Ridge Law, whichever is applicable.

- c) All streets providing access to a PUD and streets within a PUD shall be constructed to at least County standards regarding right-of-way and width, and must be paved.
- d) Every dwelling unit shall have access to a public or private street, walkway or other area dedicated to common use, and there shall be provision for adequate vehicular circulation to all development properties, in order to ensure acceptable levels of access for emergency vehicles.
- e) Every planned unit development shall provide at least two (2) off-street parking spaces per dwelling unit and commercial/office parking and loading space according to the following schedule.
 1. Parking space for commercial/office shall consist of one (1) off-street parking space for each two hundred (200) square feet of gross floor area for operations designed to attract and serve customers and clients on the premises; one (1) space for each four hundred (400) square feet of gross floor area for operations designed to attract little or no customer or client traffic other than employees of the operation; one and one half (1.5) spaces per bedroom for hotels, motels, and inns; one and one half (1.5) spaces per three (3) employees for industrial and warehouse uses.
 2. Parking spaces shall be a minimum of nine feet by eighteen feet (9' x 18') in size.
 3. Loading/unloading space for commercial/ office uses shall consist of one (1) space at least three hundred (300) square feet in size for each five thousand (5000) square feet of gross floor area.
 4. Parking and loading areas for all multi-unit buildings shall be accessible to fire department apparatus through the use of fire lanes or other means of access approved by the County Fire Marshal /Emergency Management Office.

81.02 Land Development Standards. Subject to the provisions set forth herein, residential, office, commercial, or mixed use PUD's are permitted uses. Common land must be an essential element of the PUD, provided in lieu of standard individual lots. Road and parking areas are not included in common land for purposes of this subsection.

81.021 Residential Uses. Residential units within a PUD may include single family detached or attached units, townhouse developments, garden apartments, patio homes, and other type residential units. Condominium, cooperative, individual, municipal, or any other type of ownership development may be recorded, and the plan shall be approved as a preliminary and final plat according to the requirements of the subdivision regulations.

81.022 Non-Residential Uses. Non-residential uses (commercial and office) within residential PUD's shall not constitute the primary use in the PUD, and non-residential uses shall be carefully designed to complement the residential uses within the PUD. Commercial/office PUD's are permitted, and are subject to the same requirements as residential PUD's including Subsection 81.021 above.

81.023 Privacy. Each development shall provide reasonable visual and acoustical privacy for all dwelling units. Fences, insulation, walkways, barriers, and landscaping shall be used, as appropriate, for the protection and aesthetic enhancement of property and the privacy of its occupants.

81.024 Perimeter Requirements. If topographical or other barriers within two hundred (200) feet of the development do not provide reasonable privacy for existing uses adjacent to the development, the Planning Board may require that structures located on the perimeter of the development be well screened in a manner which is approved by the Planning Board. If screening is required, the standards of Appendix J shall apply.

81.03 Density. The density which may be constructed within the Planned Unit Development shall be determined by dividing the gross project area minus fifteen percent (15%) of the total (to account for roadways) by the required lot area per unit which is required on Table 1 for conventional subdivisions, and modified by the increases in density permitted under this Section. Density (units per acre) may be increased (see Table 1) if the character of the development and/or amenities incorporated in the development warrant such increases provided that in no case shall the density increase cause the density of the Planned Unit Development to be more than thirty-three percent (33%) in excess of the density which would be achieved under standard subdivision regulations.

81.031 Limits Upon Density Increases. If the Planning Board finds that any of the following conditions would be created by an increase in density, it may either deny an application for increase in density, or limit the increase in density by an amount sufficient to avoid the creation of any of the following conditions:

- a) Inconvenient or unsafe access to the development.
- b) Traffic congestion in streets adjoining the development.
- c) An excessive burden imposed on parks, recreational areas, schools, and other public facilities which serve or are proposed to serve the development.

81.032 Denial of Density Increases. The increases in density shall not apply where the average cross slope is thirty (30) percent or greater. See appendix H for method of determining average cross slope.

81.04 Conveyance and Maintenance of Common Land. Conveyance and maintenance of common land, common elements, open space, recreational areas and other facilities owned in common shall be in accordance with the Unit Ownership Act (Chapter 47-A of the North Carolina General Statutes), the Condominium Act (Chapter 47-C), the Planned Community Act (Chapter 47-F) and/or any other applicable state or federal law.

81.05 Improvements

81.051 Circulation Facilities. The arrangement of public and common ways for pedestrian and vehicular circulation in relation to other existing or planned streets in the area, together with provisions for street improvements, shall be in compliance with standards set forth in Subsections ~~81.023~~ 71.023 and ~~81.024~~ 71.024 above (unless a variance for one lane traffic has been granted). Upon application by the developer and good cause shown, the Planning Board may permit changes or alterations of such standards which are consistent with the spirit and intent of this section.

81.052 Utilities. Whenever reasonably possible, all Planned Unit Developments shall provide for underground installation of utilities (including electricity and telephone) in both public ways and private extensions thereof. Provisions shall be made for acceptable design and construction of storm water facilities including grading, gutters, piping, treatment of turf to handle storm waters and erosion prevention. Utilities and maintenance of facilities shall be in accordance with the requirements and regulations of the appropriate governmental authority having jurisdiction thereof.

A planned unit development application shall not be approved unless adequate assurance is given that public or community water and sanitary sewer service will be available, except that upon application by the developer and good cause shown, the Planning Board may modify or waive this requirement provided such action is consistent with the spirit and intent of this section.

81.053 Pedestrian Circulation. Any pedestrian circulation system and its related walkways shall be insulated as completely and as reasonably as possible from the vehicular street system in order to provide separation of pedestrian and vehicular movement. This shall include where

deemed to be necessary by the Planning Board pedestrian underpass or overpass in the vicinity of schools, playgrounds, local shopping areas, and other neighborhood uses which generate a considerable amount of pedestrian traffic.

81.06 PUD Reviewed As Subdivision

It is the intent of this regulation that subdivision review under these regulations be carried out as an integral part of the review of a Planned Unit Development under the Section. The plans required under this Section must be submitted in a form which substantially will satisfy requirements of these regulations for the preliminary and final plat approvals. The plans may also be subject to review by the County Board of Adjustment if the PUD is proposed in a zoned area. Approval of a Conditional Use Permit for a PUD by the Board of Adjustment shall constitute preliminary plat approval; Planning Board approval of preliminary plat(s) is not required. The Planning Board shall approve all final plats. The Planning Staff has the authority to approve final plats consisting of up to ten (10) lots or buildings. The Planning Board shall approve all other final plats.

81.061 Phased Developments. If the proposed PUD is to be developed in phases, the developer shall submit a master plan as specified in Section 64 of this Ordinance.

81.062 Advisory Opinion. Prior to formal master plan or a preliminary plat submission, the developer is encouraged to submit a sketch plan of the PUD to the Planning Staff in order to obtain an advisory opinion of the project's feasibility.

SECTION 82. Affordable Housing PUD.

It is the objective of this section to encourage the provision of housing that is affordable to low and moderate income households. These regulations are established in support of Watauga County's adopted Affordable Workforce Housing policy (See Appendix "L") and provide a voluntary alternative procedure to encourage development of housing affordable to all income levels, particularly first time home buyers.

The following are definitions of the words or terms utilized in this Section:

Affordable Dwelling Unit. A dwelling unit that is offered for sale or rent at a total monthly mortgage or rental price (including utilities) which is no greater than 1/12 of 30% of the Area Median Income as established annually by the United States Department of Housing and Urban Development, adjusted for assumed household size based on unit size. The assumed household size shall be (2) persons in a one bedroom unit, (3) persons in a two bedroom unit, and (4) persons in units containing three or more bedrooms.

Affordable Housing PUD. A Planned Unit Development, as defined by Section 80., in which 51% or more of the included dwelling units meet the definition of an Affordable Dwelling Unit.

82.01 Minimum Requirements.

The minimum requirements for development of an Affordable Housing PUD shall be as established in Section 81.01, with the exception of the following:

- a.) Streets within an Affordable Housing PUD shall be constructed in accordance with Section 71.023. The right-of-way shall not be less than thirty (30) feet.
- b.) Affordable Dwelling Units within an Affordable Housing PUD shall provide one (1) off-street parking space per unit.
- c.) When an Affordable Housing PUD contains both Affordable Dwelling Units and market rate housing, the Affordable Dwelling Units shall be intermixed with the market rate units.

- d.) When an Affordable Housing PUD contains both Affordable Dwelling Units and market rate housing, the general exterior design and appearance of the Affordable Dwelling Units shall be compatible with the market rate units.

82.02 Land Development Standards.

The land development standards for an Affordable Housing PUD shall be as established in Section 81.02.

82.03 Density.

The density which may be constructed within an Affordable Housing PUD shall be determined by the capacity of the proposed water and sewer systems, provided that the proposed density does not result in the any of the following conditions:

- a.) Inconvenient or unsafe access to the development.
- b.) Traffic congestion in the streets adjoining the development.
- c.) An excessive burden imposed on parks, recreation areas, schools and other public facilities which serve or are proposed to serve the development.

82.04 Conveyance and Maintenance of Common Land.

Conveyance and maintenance of common land within an Affordable Housing PUD shall be as established in Section 81.04.

82.05 Improvements.

Required improvements within an Affordable Housing PUD shall be as established in Section 81.05.

82.06 Procedure.

Applications for an Affordable Housing PUD shall be reviewed by Planning Board or Board of Adjustment in accordance with Section 81.06. In addition:

- a.) Applications containing Affordable Dwelling Units shall be processed with priority over others.
- b.) Highest priority for processing shall be given to applications involving partnerships with a community land trust or other non-profit organization responsible for ensuring long-term retention of affordable housing.
- c.) The County shall waive review fees associated with Affordable Housing PUDs meeting the criteria established herein.
- d.) If market rate housing units are included within an Affordable Housing PUD constructed in phases or over a time period exceeding 12 months, a proportional amount of Affordable Dwelling Units must be completed concurrently with the market rate housing units.
- e.) An agreement in a form approved by the County must be recorded with the Register of Deeds requiring Affordable Dwelling Units which are provided under this section to remain as affordable housing for the life of the project. This agreement shall be a covenant running with the land, binding on the assigns, heirs and successors of the applicant.

ARTICLE IX

INSTALLATION OF PERMANENT REFERENCE POINTS AND IMPROVEMENTS

SECTION 90. PERMANENT REFERENCE POINTS.

Prior to the approval of the final plat, permanent reference points shall have been placed in accordance with N.C.G.S. 89C and N.C.G.S. 47-30, which provide regulations for surveyors for the mapping of subdivisions. Additionally, the following requirements shall be met:

- 90.01 Block Tie Lines. Each block shall have adequate tie line(s) showing bearing and distance between one established point on each side of the road.
- 90.02 Certificate. A certificate signed by the surveyor meeting the requirements of N.C.G.S. 47-30 et. seq. for proof upon oath that the plat is in all respects correct, written as shown in Subsection 65.032.

SECTION 91. Installation of Improvements.

Prior to the approval of the final plat, the subdivider shall have complied with the following requirements.

- 91.01 Streets and Storm Drainage Facilities. All streets and storm drainage facilities in the subdivision shall be constructed in accordance with specifications and standards of the State Department of Transportation, Division of Highways, or the Watauga County Road Standards.
- 91.02 Water Lines. Where public water is reasonably accessible, the subdivider shall connect with the public supply and shall provide water mains and a suitable water connection to each lot. Where a public water supply is not reasonably accessible, the subdivider may provide for connection to a community system, establishment of a new public or community system, or for shared or individual wells. Water source shall be noted on the final plat.
- 91.03 Sanitary Sewers. Where a public sanitary sewer system is reasonably accessible, the subdivider shall connect with the public system and shall provide a connection for each lot. Where a public sanitary sewer system is not accessible, the subdivider may provide for connection to an existing private system, establishment of a new private system, or for shared or individual septic systems. Sewage disposal method shall be noted on the final plat.
- 91.04 Installation at time of Final Plat. In the event that any public or community utilities are not installed at the time of final plat approval, bond or other security guarantee may be required by the Planning Board as specified in Section 92.

SECTION 92. Deferment of Improvements.

Where it is in the best interest of all parties concerned to defer the installation or completion of some required improvement, the Planning Board may approve the final plat if the subdivider posts a bond with surety or other guarantees satisfactory to the County Commissioners in an amount equal to the estimated cost of the deferred improvements plus twenty (20) percent. Such guarantees shall assure either the performance of the specified work or payment of the specified sum to the County if such improvements have not been installed within the time specified on the final plat. At least fifty percent (50%) of the required improvements shall be completed prior to submission of a request for approval of a performance guarantee by a subdivider.

ARTICLE X

REGULATION OF MULTI-UNIT STRUCTURES

SECTION 100. Definition.

A "multi-unit" structure is a building containing three (3) or more separate and independent dwellings, offices, or commercial establishments (excluding hotels/motels). This definition shall apply whether the building and/or individual units contained within are for sale, lease, or rent.

An "Affordable Housing Multi-Unit Structure" is a multi-unit structure containing at least (3) dwelling units, 51% or more of which are offered for sale or rent at a total monthly mortgage or rental price (including utilities) which is no greater than 1/12 of 30% of the Area Median Income as established annually by the United States Department of Housing and Urban Development, adjusted for assumed household size based on unit size. The assumed household size shall be (2) persons in a one bedroom unit, (3) persons in a two bedroom unit, and (4) persons in units containing three or more bedrooms.

SECTION 101. Purpose.

The purpose of this article is to provide for a site plan review of multi-unit structures in order to regulate density, parking/loading, building setbacks, and other public health, safety, and general welfare concerns.

SECTION 102. Application of Article.

This Article shall apply to any multi-unit construction which consists of one (1) building only. Any multi-unit development consisting of two (2) or more building sites or any townhouse development regardless of the number of buildings, shall comply with Article VIII (Planned Unit Development) of this Ordinance, including phased developments where each phase consists of one (1) building only.

SECTION 103. Standards of Design.

The developer shall observe the following standards of design.

103.01 Density.

The number of units per acre allowed shall depend upon the availability of public/community water and sewer facilities, and shall be determined as described in Subsection 81.03 and depicted on Table 1. If no roadway is to be constructed, the same method of calculating density shall be used, except that the gross area will not be required to be reduced by fifteen (15) percent.

For Affordable Housing Multi-Unit Structures, the number of units per acre allowed shall depend upon the capacity of proposed water and sewer system(s), provided that the proposed density does not result in the any of the following conditions:

- a.) Inconvenient or unsafe access to the development.
- b.) Traffic congestion in the streets adjoining the development.
- c.) An excessive burden imposed on parks, recreation areas, schools and other public facilities which serve or are proposed to serve the development.

103.02 Off-Street Parking/Loading.

The provisions of Subsection 81.01 (e) shall apply. At a minimum, parking areas shall be graveled.

For Affordable Multi-Unit Structures, one (1) required off-street parking space may be eliminated for each Affordable Dwelling Unit provided. Additional parking reductions may be allowed when development:

- a.) Is an adaptive re-use of previously developed property, or
- b.) Is located within 1 mile of Appalachian State University or other major employment center, or
- c.) Is located on an established AppalCart Route, or
- d.) Has transit service or other acceptable alternative transportation provided by the developer.

103.03 Streets and Private Drives.

All multi-unit structures shall front on a state maintained road or a county standard road as defined in this Ordinance. A private drive may be used to provide access to one three (3) unit structure.

103.04 Height Requirements.

All multi-unit structures shall comply with the Ordinance Governing the Height of Structures in Watauga County or the North Carolina Ridge Law, whichever is applicable. Building Height will be determined by the Watauga County Building Inspector.

103.05 Building Setback Requirements.

Building setbacks shall conform with Table 2 (Subsection 72.017).

103.06 Utilities.

Developers of multi-unit structures are encouraged to provide public/community water and sewer facilities whenever feasible. Developers are also encouraged to provide underground electric and telephone lines where feasible.

103.07 Buffers.

It is the intent of this ordinance to promote high quality multi-unit developments which do not create a nuisance, aesthetic or otherwise, for existing adjacent residential areas. Therefore, the Planning Board or Staff may require planted buffer(s) in order to prevent such nuisance. If a buffer is required, the provisions of Appendix J shall apply. A Staff decision to require a buffer is subject to review by the Planning Board upon written appeal submitted to the Director of Planning and Inspections within thirty (30) days of the staff decision.

SECTION 104. Submission of Site Plans.

Developers of proposed multi-unit structures which will be regulated by this Article shall submit a site plan to the Planning Staff. If the proposed structure contains ten (10) or less units, the Staff shall approve or disapprove said plan. If the proposed structure contains eleven (11) or more units, or the developer is requesting a variance, the Planning Board shall approve or disapprove said plan. Construction may begin upon such approval. Site plans shall show how the requirements of Section 103 will be met. Specifically, site plans shall include as applicable:

- 104.01 A sketch vicinity map showing the relationship of the proposed development with the surrounding area.
- 104.02 The location of existing and platted property lines, streets, buildings, water courses, transmission lines, sewers, bridges, culverts, and drain pipes, water mains, city and county line (if adjoining) and any public utility easements.
- 104.03 Boundaries of the tract shown with distances and approximate acreage.
- 104.04 Names of adjoining property owners or subdivisions.
- 104.05 Zoning classification, if any, both on the land to be developed and on adjoining land.
- 104.06 Proposed streets, street names, rights-of-way, roadway widths, approximate grades and proposed drainage facilities.
- 104.07 Other proposed rights-of-way or easements showing locations, widths and purposes.
- 104.08 Proposed building set back lines.
- 104.09 Proposed utility layouts (sewer, water, electricity showing connections to existing systems or plans for central water system or package sewage system, or designation for individual water and sewage.
- 104.10 Proposed parks, open spaces, or any other public areas.
- 104.11 Name of owner, developer, engineer and registered surveyor.
- 104.12 Title, date, north point and graphic scale.
- 104.13 When an area covered by the plan includes or abuts a water area (stream, river or lake) the following additional information is required:
 - 104.131 Relationship with floodway and flood plain as delineated by the county floodway boundary and flood insurance rate maps.
 - 104.132 Any proposed dock lines beyond which no dock structure may be constructed.
 - 104.133 Methods of providing ingress and egress from uplands to water area.
 - 104.134 Names of the owners of the water area.
- 104.14 A soil erosion control plan shall be submitted along with the site plan if required by ordinance or statute.

SECTION 105. Inspections.

Prior to issuance of an Inspection Certificate for a final building inspection, the Planning Staff shall conduct a site inspection to assure that the multi-unit structure meets the requirements of this Article. The developer of a multi-unit structure shall pay an inspection fee (in addition to purchase of a building permit) in the same amount per structure as is assessed for Planned Unit Developments.

ARTICLE XI

VARIANCES

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

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

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

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

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

ARTICLE XII

PENALTIES

SECTION 120. Building Permits

No permits for any building or structures will be issued upon any land requiring approval as a subdivision under the conditions set forth herein, unless a final plat is recorded, except as set forth elsewhere in this ordinance.

SECTION 121. Misdemeanor.

It shall be a violation of N.C.G.S.153A-334, if a person who is the owner or the agent of the owner of land located within the territorial jurisdiction of this subdivision ordinance, subdivides his land in violation of the ordinance or transfers or sells land by reference to, exhibition of, or any other use of a plat showing such subdivision before the plat has been properly approved under this ordinance and recorded in the Office of the Register of Deeds. Such violation shall be a Class 1 misdemeanor.

121.01 The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land does not exempt the transaction from this penalty.

121.02 The provisions of this section shall not prohibit any owner or its agent from entering into contracts to sell or lease by reference to an approved preliminary plat for which a final plat has not yet been properly approved under this ordinance or recorded with the Register of Deeds, provided the contract complies with the provisions of NCGS 153A-334(b) or (c).

SECTION 122. Injunctive Relief and Other Equitable Remedies.

The County may bring an action for injunction and order abatement for any illegal subdivision, or transfer, conveyance or sale of land therein and the Court shall, upon appropriate findings, issue an injunction and order requiring the offending party to comply with this subdivision ordinance, under N.C.G.S.153A-123(e). This ordinance may also be enforced by other appropriate equitable remedies issued from a court of competent jurisdiction under N.C.G.S.153A-123(d).

SECTION 123. Civil Penalties.

In lieu of or in addition to the criminal penalties set forth above, a subdivider or other person violating this ordinance may be subject to a civil penalty pursuant to N.C.G.S.153A-123 of not more than \$500.00. Each day the individual is in violation of this ordinance shall be considered a separate offense. Prior to assessing a civil penalty, the County shall give notice to the offending party and a period of not less than ten (10) days to cure the violation. Once notice of the initial violation is given to the offending party, it shall not be necessary for subsequent notice to be given for subsequent days in which the offending party is in violation of this ordinance. If the offending party does not pay such penalty within thirty (30) days of notification of the assessment, it may be recovered by the County in a civil action in the nature of a debt. The offending party may contest said penalty in the court of appropriate jurisdiction.

SECTION 124. Appellate Procedure.

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

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

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

ARTICLE XIII

AMENDMENTS

SECTION 130. Amendment Procedure.

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

APPENDIX A

GUIDE FOR SUB-DIVISION DEVELOPMENT IN WATAUGA COUNTY

1. Evaluate your property for either sub-dividing or planned unit development (resorts, clusters, time-shares, condominiums, townhouses, apartments, etc.) suitability.
2. Evaluate your capital outlay for road(s) and other improvement and environmental protection measures.
3. Consult the Department of Planning and Inspections at (828)265-8043 to ascertain the legal aspects and requirements for any such projects.
4. Consult a licensed surveyor and/or professional engineer for project drawings and layout.
5. Maintain close contact with those persons contracted for the planning phase of the project so as to have a working knowledge of the project.
6. Solicit bids and/or contract a grading contractor to complete all planned construction.
7. The developer will be responsible for environmental protection measures during development and also will be financially responsible for all work on the project.
8. Present a finished development that complies with all local and state ordinances concerning land use and also one that is appealing to the consumer.
9. In working with the Watauga County Ordinance to Govern Subdivisions and Multi-Unit Structures, the Watauga County Soil Erosion and Sedimentation Control Ordinance and the Watauga County Building Inspectors and Fire Marshal, those persons responsible for each area will assist you in the construction stages of development.
10. Obtain copies of the following additional Ordinances from the Department of Planning and Inspections as needed:

Flood Damage Prevention Ordinance.
 N.C. Ridge Law.
 Ordinance to Govern the Height of Structures.
 Mobile Home Parks Ordinance.
 Subdivision Regulations for Recreational Vehicle Parks.
 Valle Crucis Historic District Ordinance.
 Foscoe Grandfather Zoning Ordinance.
 Watershed Protection Zoning Ordinance.
 Watershed Protection Ordinance for Pond Creek.

APPENDIX B

GUIDELINES FOR DEVELOPING
EROSION AND SEDIMENT CONTROL PLANS
FOR WATAUGA COUNTY, NORTH CAROLINA

I. INTRODUCTION

Extensive amounts of sediment are produced from grading streets and roads in the mountain sections of North Carolina when erosion control measures are not properly designed and installed. Irreversible damage to land, streams and lakes is occurring from acceleration of development in this area. This is offered as a minimal guideline, but the developer must keep in mind that the Sediment and Pollution Control Act and the Watauga County Soil Erosion and Sedimentation Control Ordinance are performance oriented and he must do whatever is necessary to prevent off-site damage.

This guide is developed to assist planners and developers to protect land and streams from sedimentation as required by the Watauga County Soil Erosion and Sedimentation Control Ordinance.

The Ordinance requires that an erosion control plan be prepared and its measures installed where one-half acre or more is disturbed by grading. This also applies to all subdivision roads and any land disturbing activity which causes off-site erosion damage regardless of acreage.

The practices in this guide, when properly installed and maintained, are methods used in the past that have minimized erosion and sedimentation and meet the mandatory standards required by the Sedimentation Pollution Control Act of 1973 and the Watauga County Soil Erosion and Sedimentation Control Ordinance. The mandatory standards are listed on the following page.

II. MANDATORY STANDARDS FOR LAND DISTURBING ACTIVITY

No land disturbing activity subject to this article shall be undertaken except in accordance with the following mandatory requirements:

a. Buffer Zone

- (1) 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. 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 (25%) of the buffer zone nearest the land-disturbing activity, whichever is greater. Provided, however, that the county 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. 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.
- (2) Unless otherwise provided, the width of a buffer zone is measured 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.
- (3) 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.
- (4) Where a temporary and minimal disturbance is permitted as an exception by Section 7(a)(1) of this ordinance, land-disturbing activities in the buffer zone adjacent to designated trout waters shall be

limited to a maximum of 10% of the total length of the buffer zone within the tract to be distributed 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.

- (5) No land-disturbing activity shall be undertaken with a buffer zone adjacent to designated trout waters that will cause adverse temperature fluctuations, as set forth in 15A NCAC 2B.0211 "Fresh Surface Water Classification and Standards", in these waters.
- b. Graded Slopes and Fills - The angle for graded slopes and fills shall be no greater than the angle which can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed will, within 15 working days or 30 calendar days of completion of any phase of grading, whichever period is shorter, be planted or otherwise provided with ground cover, devices, or structures sufficient to restrain erosion.
- c. Ground Cover - Whenever land-disturbing activity is undertaken on a tract comprising more than one-half acre, if more than one-half acre is uncovered, the person conducting the land-disturbing activity shall install such sedimentation and erosion control devices and practices as 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 III (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.
- d. Prior Plan Approval - No person shall initiate any land-disturbing activity on a tract if more than one-half acre is to be uncovered unless, thirty or more days prior to initiating the activity, an erosion and sedimentation control plan for such activity is filed with and approved by Watauga County, or unless for land-disturbing activity or more than a half acre but less than an acre the requirement for such plan had been waived as specified in Section 17. 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.

III. DESIGN AND PERFORMANCE STANDARD

- a. Except as provided in Section 8(b)(2) of this ordinance erosion and sedimentation control measures, structures, and devices shall be so planned, designed, and constructed as to provide protection from the calculated maximum peak rate of runoff from the 10-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. In High Quality Water (HQW) zones the following design standards shall apply:
- (1) Uncovered areas in HQW zones shall be limited at any time to a maximum total area within the boundaries of the tract of 20 acres. 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) Erosion and sedimentation control measures, structures, and devices within HQW zones shall be so planned, designed and constructed to provide protection from the run off of the 25-year storm which produces the maximum peak rate of run off 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) 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 mm) size soil particle transported into the

basin by the runoff of that 2-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) Newly constructed open channels in HQW zones shall be designed and constructed with side slopes no steeper than 2 horizontal to 1 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 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.

IV. PLANNING AND DESIGN CONSIDERATIONS TO CONTROL EROSION AND SEDIMENTATION

The following list of considerations, activities, and techniques of development within Watauga County should all be taken into account during the planning phase of a development:

1. Reducing the Potential for Off-site Sediment Damage
2. Location of Roads
3. Soil Types and Properties
4. Buffer Zones
5. Construction Techniques
6. Sequence of Construction and Time of Soil Exposure
7. Seasonal Construction Scheduling
8. Clearing and Grubbing
9. Stream Crossings and Stream Protection
10. Road Grades and Side Ditches
11. Road Cut & Fill Slopes
12. Underground Seepage or Wetlands
13. Culvert Placement and Sizing
14. Borrow and Waste Areas
15. Utility Placement
16. Roadbed Stabilization
17. Floodplain/Floodway
18. Specifications Guide for Application of Temporary Seeding
19. Permanent Vegetation
20. Specifications Guide for Permanent Planting of Vegetation on Road and Right-of-Way

When planning for the considerations listed above, minimum acceptable standards must be adhered to. These standards have been established to control erosion and sedimentation during construction, and also to control erosion during the life-time operation of roads built in Watauga County.

APPENDIX C

EROSION AND SEDIMENTATION CONTROL PLAN CHECKLIST

The following items shall be incorporated with respect to specific site conditions, in an erosion and sedimentation control plan

LOCATION INFORMATION

- _____ Project location
- _____ Roads, street
- _____ North arrow
- _____ Scale
- _____ Adjoining lakes, streams or other major drainage ways

GENERAL SITE FEATURES

- _____ North arrow
- _____ Scale-
- _____ Property line
- _____ Legend
- _____ Existing contours
- _____ Proposed contours
- _____ Limit and acreage of disturbed area
- _____ Planned and existing building locations and elevations
- _____ Planned and existing road locations and elevations
- _____ Lot and/or building numbers
- _____ Land use of surrounding areas
- _____ Rock outcrops
- _____ Seeps or springs
- _____ Wetland limits
- _____ Easements
- _____ Streams, lakes, ponds, drainage ways, dams
- _____ Boundaries of the total tract
- _____ If the same person conducts the land-disturbing activity and any related borrow or waste activity, the related borrow or waste activity shall constitute part of the land-disturbing activity unless the borrow or waste activity is regulated under the Mining Act of 1971, or is a landfill regulated by the Division of Solid Waste Management. If the land-disturbing activity and any related borrow or waste activity are not conducted by the same person, they shall be considered separate land-disturbing activities
- _____ Stockpiled topsoil or subsoil location
- _____ Street profiles

SITE DRAINAGE FEATURES

- _____ Existing and planned drainage patterns (include off-site areas that drain through project)
- _____ Size of Areas to be disturbed (Acreage)
- _____ Size and location of culverts and sewers
- _____ Soils information (type, special characteristics)
- _____ Design calculations for peak discharges of runoff (including the construction phase and final runoff coefficients of the site)
- _____ Design calculations and construction details for culverts and storm sewers

- _____ Design calculations cross sections and method of stabilization of existing and planned channels (include temporary linings)
- _____ Design calculations and construction details of energy dissipators below culvert and storm sewer outlets (for rip-rap aprons, include stone sizes (diameters and apron dimensions)
- _____ Soil information below culvert storm outlets
- _____ Design calculations and construction details to control ground-water, i.e., seeps, high water table, etc.
- _____ Names of receiving watercourse or name of municipal operator (only where stormwater discharges are to occur)

EROSION CONTROL MEASURES

- _____ Legend
- _____ Location of temporary and permanent measures
- _____ Construction drawings and details for temporary and permanent measures
- _____ Design calculations for sediment basin and other measures
- _____ Maintenance requirements during construction
- _____ Person responsible for maintenance during construction
- _____ Maintenance requirements and responsible person(s) of permanent measures

VEGETATIVE STABILIZATION

- _____ Areas and acreage to be vegetatively stabilized
- _____ Planned vegetation with details of plants, seed, mulch and fertilizer
- _____ Specifications for permanent and temporary vegetation
- _____ Method of soil preparation

NOTE: Should include provision for ground cover on exposed slopes within 15 working days following completion of any phase of grading, permanent ground cover for all disturbed areas within 30 working days or 90 calendar days (which- ever is shorter) following completion of construction or development.

OTHER REQUIREMENTS

- _____ Narrative describing construction sequence (as needed)
- _____ Narrative describing the nature and purpose of the construction activity
- _____ Completed Financial Responsibility/Ownership Form (to be signed by person financially responsible for project)
- _____ Bid specifications regarding erosion control
- _____ Construction sequence related to sedimentation and erosion control (include installation of critical measures prior to initiation of the land-disturbing activity and removal of measures after areas they serve have been permanently stabilized)

APPENDIX D
FINANCIAL RESPONSIBILITY /OWNERSHIP FORM
SEDIMENTATION POLLUTION CONTROL ACT

No person may initiate a land-disturbing activity on one or more acres as covered by the Act before this form and an acceptable erosion and sedimentation control plan have been completed and approved by the Land Quality Section, NC Department of Environment, and Natural Resources. (Please type or print and, if question is not applicable, place N/ A in the blank).

Part A.

1. Project Name _____
2. Location of land-disturbing activity: County _____
City or Township _____, and Highway/Street _____
3. Approximate date land-disturbing activity will be commenced: _____
4. Purpose of development (residential, commercial, industrial, etc.): _____
5. Total acreage disturbed or uncovered (including off-site borrow and waste areas):

Amount of fee enclosed \$ _____

Has an erosion and sedimentation control plan been filed? Yes _____ No _____

Enclosed _____

8. Person to contact should sediment control issues arise during land-disturbing activity.

Name _____ Telephone _____

9. Landowner(s) of Record (Use blank page to list additional owners):

Name(s)

Current Street Address

10. Page No. _____

Part B.

Person(s) or firm(s) who are financially responsible for this land-disturbing activity (Use a blank page to list additional persons or firms):

Name of Person(s) or Firm(s)

Current Mailing Address

Current Street Address

City State Zip

City State Zip

Telephone

Telephone

2. (a) If the Financially Responsible Party is not a resident of North Carolina give name and street address of a North Carolina Agent.

_____			_____		
Name					
_____			_____		
Mailing Address			Street Address		
City	State	Zip	City	State	Zip
_____	_____	_____	_____	_____	_____
Telephone _____			Telephone _____		

(b) If the Financially Responsible Party is a Partnership or other person engaging in business under an assumed name, attach a copy of the certificate of assumed name. If the Financially Responsible Party is a Corporation give name and street address of the Registered Agent.

_____			_____		
Name of Registered Agent					
_____			_____		
Mailing Address			Street Address		
City	State	Zip	City	State	Zip
_____	_____	_____	_____	_____	_____
Telephone _____			Telephone _____		

The above information is true and correct to the best of my knowledge and belief and was provided by me under oath. (This form must be signed by the financially responsible person if an individual or his attorney-in-fact or if not an individual by an officer, director, partner, or registered agent with authority to execute instruments for the financially responsible person). I agree to provide corrected information should there be any change in the information provided herein.

_____	_____
Type or print name	Title or Authority
_____	_____
Signature	Date

I, _____, a Notary Public of the County of _____

State of North Carolina, hereby certify that _____ appeared personally before me this day and being duly sworn acknowledged that the above form was executed by him.

Witness my hand and notarial seal, this _____ day of _____, 20____

Seal	_____
	Notary
	My commission expires _____

APPENDIX E

PRELIMINARY PLAT CHECKLIST

FOR SUBDIVISION RECORD _____ DATE SUBMITTED _____

NAME OF SUBDIVISION _____

LOCATION _____

OWNER _____

LAND PLANNER _____ ADDRESS _____

SURVEYOR _____ ADDRESS _____

CHECKLIST

- _____ 1. Surveyor shall submit CHECKLIST with signed certification stating that plat complies with Subdivision Regulations.
- _____ 2. Vicinity map embracing subdivision and surrounding area.
- _____ 3. SCALE: 1" = 100' or larger. In EXTREME cases may be 1" = 200'. One (1) reproducible 11"x 17" or smaller copy of plat.
- _____ 4. Name of subdivision and owner.
- _____ 5. North point, graphic scale, date.
- _____ 6. Boundaries of the tract shown with distances and approximate acreage.
- _____ 7. Names of adjoining property owners or subdivisions.
- _____ 8. The locations of existing sewers and water facilities and other utilities if any.
- _____ 9. The locations of existing streets, easements, bridges, culverts, watercourses, etc.
- _____ 10. Name, location and approximate dimensions of proposed streets, easements, parks and reservations, lot lines, etc.
- _____ 11. Proposed lot lines, building lines and approximate area.
- _____ 12. Lot numbers, if any.
- _____ 13. Types of proposed utilities shown or described.
- _____ 14. Proposed minimum building setbacks (typical section).
- _____ 15. Location of existing water areas/floodway if applicable as delineated by the county floodway boundary and flood insurance rate maps.
- _____ 16. Upon submission of Preliminary Plat, 3 copies of a sufficient soil erosion plan shall be submitted to the soil erosion coordinator.
- _____ 17. This plat conforms to general requirements and minimum design standards.

- _____ 18. Evidence of NCDOT driveway connection permit.
- _____ 19. Evidence of access right-of-way.
- _____ 20. Statement of average cross slope if applicable.

COMMENTS:

APPENDIX F
FINAL PLAT CHECKLIST

FOR SUBDIVISION RECORD _____ DATE SUBMITTED _____

PRELIMINARY APPROVAL DATE _____

NAME OF SUBDIVISION _____

LOCATION _____

OWNER _____ ADDRESS _____ TEL. _____

ENGINEER _____ ADDRESS _____ TEL. _____

SURVEYOR _____ ADDRESS _____ TEL. _____

CHECKLIST

- _____ 1. Submitted to the Planning Staff within 18 months of preliminary approval and two(2)weeks prior to the scheduled meeting of the Planning Board.
- _____ 2. Eight (8) copies of final plat. One reproducible (Sepia) and seven paper copies. One (1) reproducible 11"x 17" or smaller copy of plat.
- _____ 3. A sketch vicinity map showing location in relation to the surrounding area.
- _____ 4. SCALE: 1" = 100' or larger.
- _____ 5. Names, right-of-way, lines and easements of streets and roads.
- _____ 6. Minimum building setback lines when applicable.
- _____ 7. Lot lines, numbers, and/or tract numbers.
- _____ 8. Reservations, easements, public areas, of sites for other than residential use with explanation of purpose.
- _____ 9. North point, graphic scale, date.
- _____ 10. Location and description of monuments.
- _____ 11. Names and location of adjoining subdivisions and streets and the location and ownership of adjoining unsubdivided property.
- _____ 12. Conforms to general requirements and minimum design standards.
- _____ 13. Required improvements have been made or \$_____bond posted.
- _____ 14. Required certificate for Recordation.
- _____ 15. Location of existing water Areas/Floodway if Boundary and Flood Insurance Rate Maps.
- _____ 16. Types of proposed utilities shown or statement that individual lots have or have not been approved for septic tank use by Appalachian District Health Department.

- _____ 17. Density in units per acre.
- _____ 18. Culvert/drainage facility location and size.
- _____ 19. Variances granted, if any.

ON-SITE FIELD INSPECTION (DATE) _____

PERSONS MAKING INSPECTION _____

COMMENTS:

APPENDIX G

SUBDIVISION SPECIFICATIONS CHECKLIST

- _____ 1. Plat fee paid.
- _____ 2. Variance requested in writing.
- _____ 3. Bond to be submitted.
- _____ 4. Meets floodplain regulations.
- _____ 5. Acceptable average cross slope.
- _____ 6. Roads:
 - _____ a) State
 - _____ b) County. If County then:
 - _____ Meets criteria permitting county standards.
 - _____ Meets right-of-way requirements.
 - _____ Meets road bed requirements.
 - _____ Sufficient drainage provided.
 - _____ Meets grade requirements.
 - _____ Meets curve radius requirements.
 - _____ Sufficient turnarounds provided.
 - _____ Meets bridge requirements.
 - _____ c) Access road meets right-of-way requirements.
- _____ 7. Lots:
 - _____ Meet frontage requirements.
 - _____ Meet area requirements.
 - _____ Panhandles used.
 - _____ Meet access requirements.
 - _____ Private drives used.
- _____ 8. Meets building setback requirements.
- _____ 9. Sufficient erosion control plan submitted.
- _____ 10. Property owners association rules established.
- _____ 11. Compliance with other applicable local ordinances (zoning, etc.).

APPENDIX H

METHOD OF DEFINING SLOPE

The chief source of information for determination of slope is a contour map. The contour map supplies the necessary data for using the following formula to determine the average slope of a parcel:

$$S = \frac{.0023 \times I \times L}{A}$$

Where .0023 is a conversion factor, of square feet to acres, "I" is the contour interval (or the distance between adjacent contour lines on the map) in feet, "L" is the total length of the contour lines within the subject parcel, and "A" is the area in acres of the subject parcel.

- Step 1. Determine "I", the contour interval, by examining the interval, using the key on the map. For purposes of this example, an interval of five feet is used. (To achieve accuracy within one percent, the contour interval must be 10 feet or less).
- Step 2. Determine "L", the total length of the contour lines within the subject area, by tracing each line with a planimeter or similar device and converting to feet. In this example, "L" is 1,000 feet.
- Step 3. Determine "A", area (in acres) from the development plans or permit application. In this example, "A" is 5 acres.

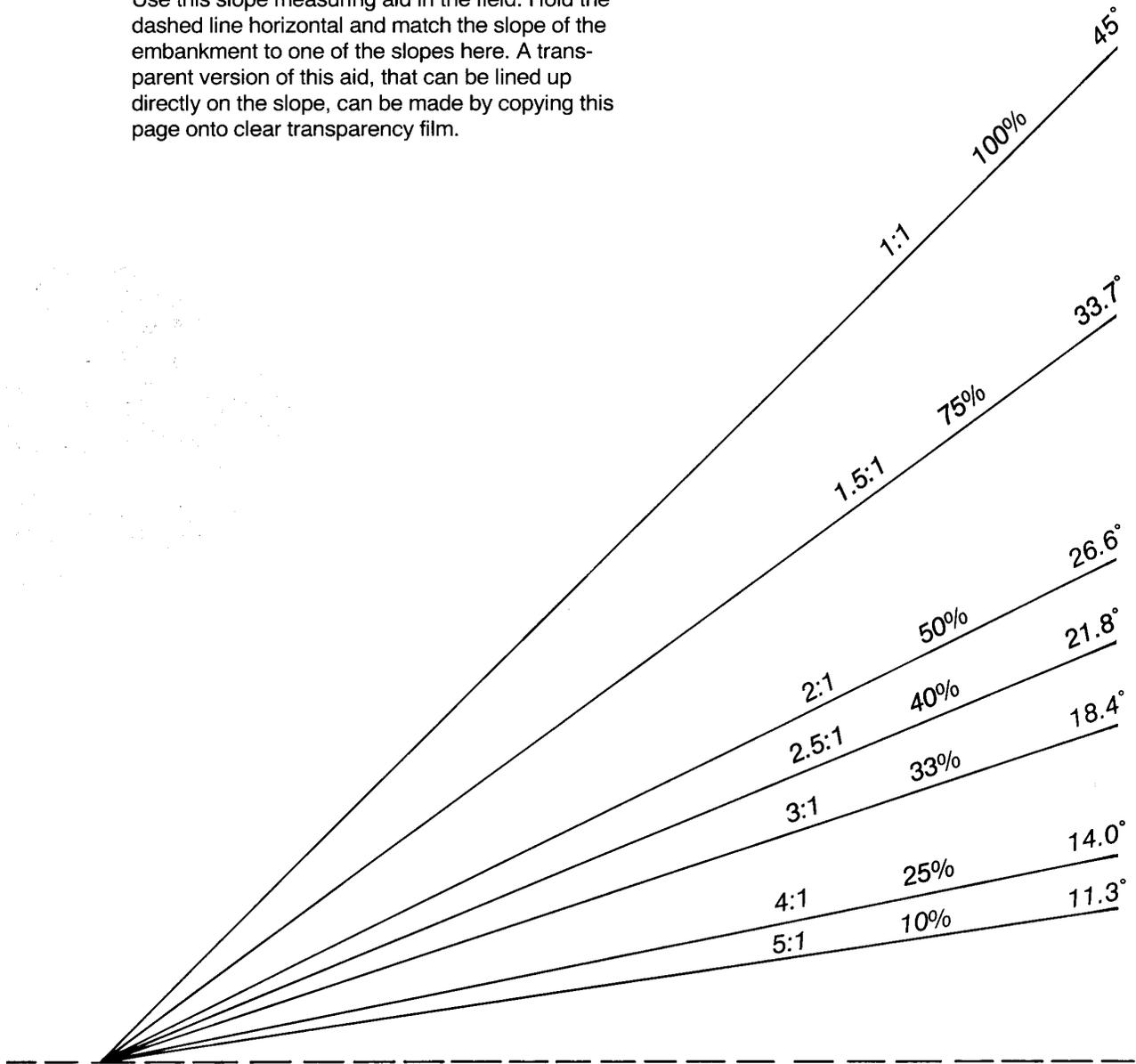
Step 4. Determine "S" by using the equation:

$$S = \frac{.0023 \times 5 \times 1,000}{5} = 2.3 \text{ percent average slope}$$

NOTE: Other methods of calculating average cross slope - using computer mapping/GIS technology - may be acceptable.

Slope Measurement

Use this slope measuring aid in the field. Hold the dashed line horizontal and match the slope of the embankment to one of the slopes here. A transparent version of this aid, that can be lined up directly on the slope, can be made by copying this page onto clear transparency film.



APPENDIX I

MINOR MAINTENANCE CHECKLIST

A. Bridge Approach

1. Check Signs on both ends of bridge.
Warning and Information Signs (straighten, clean, and cut weeds).
Bridge End Markers (clean and visible).
Check Guard Rails along approach (repair and straighten).
2. Clear Weed, Brush, and Overhanging Limbs.
Require clear visibility of bridge.
Police and clean area around bridge.
Remove all debris from site.

B. Side Ditches and Stream Channel

1. Clear side ditches of all brush, weeds and debris.
2. Clear debris and obstructions from stream channel through full width of R.O.W.
3. Eliminate all brush growing under the bridge.

C. Erosion of Bridge Approach

1. At gutter line on shoulder - fill any eroded areas.
2. At gutter line, build (if needed) paved channel to carry water to side ditch at non-erosive velocity.
3. Check shoulders for erosion signs - fill and tamp erosion channels.

D. Condition of Approach Road Traffic Lanes

1. Fill all ruts.
2. Check transition from road to bridge - must be smooth.
3. Build short bituminous ramp to provide transition in difficult cases.

E. Bridge Structure

1. Cleaning Deck
Clean all dirt, gravel, trash and debris from deck. Clear all gutters and all drainage outlets.
Remove any obstructions causing ponding of water. Direct deck drains away from all structural components.
2. Deck Maintenance (Wood Decks)
Check transverse planking for breaks, rotting, or any weakness. Replace individual planks if needed. Check longitudinal "tread" planks for damage, excessive wear, breaks, shattering, looseness or rot. Replace damaged planks - re-nail old planks if required. Pull any protruding nails and replace.
3. Deck Maintenance (Concrete Decks)
Clean, check depth, and flush all open cracks. Dry such cracks and fill totally with liquid asphalt or other such sealing compound. Make notes on any system of patterned crack and report them to road supervisor. For small shrinkage cracks (those not fully opened) check with road supervisor about a spray coat sealant. Pop-outs, surface deterioration, or chuck holes in deck must be cleaned thoroughly and packed smooth with bituminous road surface mixture. Provide a mechanical "lock" to hold patch in place. Eliminate "low" spots to prevent water ponding.

F. Expansion Joints

Deck expansion joints should be identified and cleaned. Remove dirt, gravel, debris and other obstructions from expansion joint opening. Do this when bridge is cool so joint is as wide open as possible. For open expansion joint slot, fill the opening with an elastic joint sealer compound or a special compressible composite joint filler. For plate covered joint slot, clean the sliding surface of any obstructions and treat sliding surface if necessary to make it free operating.

G. Bridge Structural Components

1. Truss Bridges

Clear debris from truss joints, flanges of truss members, or any pockets that have collected debris, gravel or dirt.

2. Girders and Beams

Clear any debris found on flanges or on any bracing occurring on the structure.

3. Handrails and Curbs

Repair any bent, broken, or missing parts of the bridge handrail or curbs.

4. Bearing Devices

Bearing devices are points where bridge structure is attached to the substructure (piers, abutments, or other supports). Identify the "fixed" and movable bearings. Clear all dirt, disintegrated concrete, debris of any kind which collects around the bearings - fixed or movable. Especially clear any obstruction that would prevent movable support from being able to function. Once cleared, spray with oil to prevent rusting and to assist movement.

H. Substructure

1. Abutments

Note cracking of main wall or wing wall. Assess serious movement of any part of the abutment. Report out-of-plumb components and any serious deterioration of the abutment. Note any erosion of stream that may undermine the abutment, and eliminate cause. Fill and tamp any rodent holes along base of the abutment and its wing walls.

2. Piers

Note and correct any water drainage on pier or the pier cap. Note any cracks or deterioration of pier. Repair where possible. Check for undermining of pier foundation and correct cause if possible. Check pier for "plumb-ness" or any signs of movement.

Source: Minor Maintenance Manual For County Bridges, Highway Extension and Research Project for Indiana Counties and Cities, Purdue University, 1984.

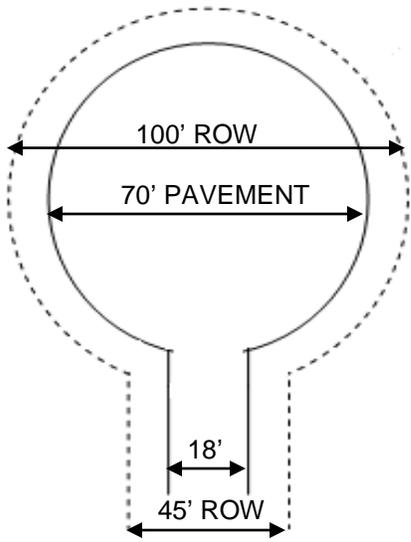
APPENDIX J

BUFFERING AND SCREENING

- (A) Where a commercial or multi-family use is proposed adjacent to a single family residential use, side and rear yard setback of 30 feet shall be observed for buildings, parking, or storage. This area is to be used as a buffer and shall be landscaped as follows. Buffers shall consist of plantings of evergreen and/or deciduous trees spaced no more than thirty (30) feet apart. Such trees shall be at least six to seven (6-7) feet tall for evergreens and six to eight (6-8) feet tall with a one and one half (1-1/2) inch caliper (trunk diameter 6 inches above grade) for deciduous trees at time of planting and shall reach a height of no less than twenty (20) at maturity. Where utility easements conflict with this height requirement, the requirement may be lessened at the discretion of the Watershed Administrator. In addition, plantings of low growing shrubs, and/or trees shall be placed at ten (10) foot intervals. Plantings within buffer zones shall be staggered unless topography is prohibitive. No planting shall be placed in the road right-of-way. Lists of recommended plantings are available from the Planning and Inspections Department.
- (B) Where a commercial or multi-family use is proposed adjacent to a commercial or multi-family use side and rear yard setback of 15 feet shall be observed for buildings, parking, or storage. This area is to be used as a buffer and shall be landscaped as follows. Buffers shall consist of plantings of evergreen and/or deciduous trees spaced no more than thirty (30) feet apart. Such trees shall be at least six to seven (6-7) feet tall for evergreens and six to eight (6-8) feet tall with a one and none half (1-1/2) inch caliper for deciduous trees at time of planting and shall reach a height of no less than twenty (20) feet at maturity, except as described in section 602(A). In addition, permanent ground cover such as grasses shall be established.
- (C) Walls, fences, earthen berms, or other natural features may be used in combination with or in lieu of planted buffers if approved as part of a permit. Considerations include but are not limited to:
- (1) Any existing significant vegetation within the buffer(s) may be preserved and credited towards meeting the standard for the required buffer. Existing fences, berms and or walls within the buffer(s) may be used to fulfill the standards set forth for the buffer providing these elements are healthy and in a condition of good repair. Chain link fencing is not acceptable in meeting the performance criteria of this ordinance.
 - (2) Installation of supplemental vegetation and/or site features may be required at the time of site plan review, if existing vegetation and/or site features within the buffer do not meet or exceed the requirements of this ordinance.
- (D) Open storage areas, exposed machinery and outdoor areas used for the storage and collection of rubbish must be visually screened from roads and surrounding land uses. Suitable types of screening include opaque wood fences and dense evergreen hedges of six (6) feet or more in height.

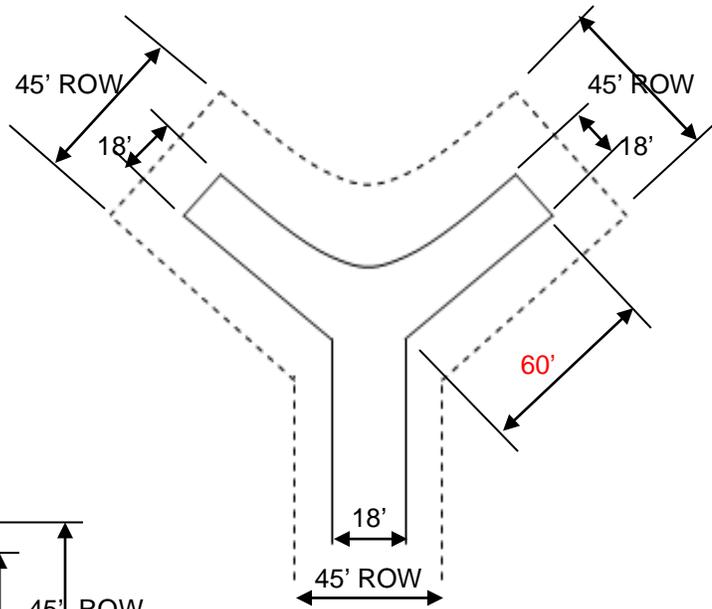
NOTE: These are excerpts from Watershed Zoning Ordinance, use that which is applicable.

APPENDIX K
FIRE APPARATUS ACCESS ROADS

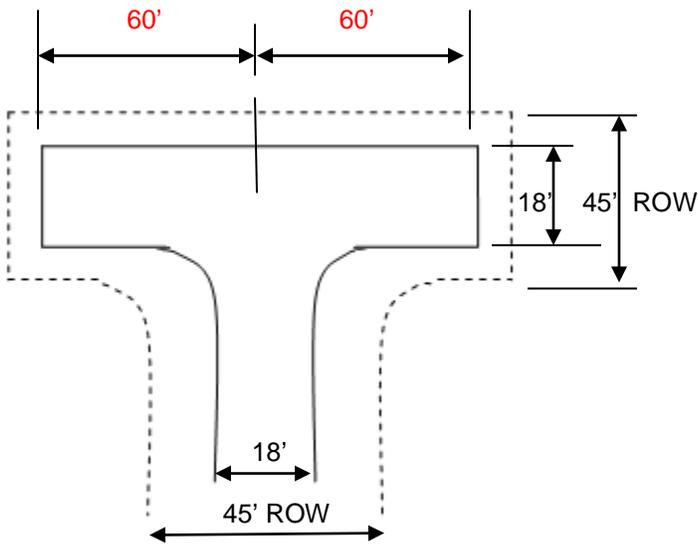


CUL-DE-SAC

----- Right of Way
_____ Travel Surface



60' Y



120' HAMMER HEAD

(Drawings not to scale)

APPENDIX L
POLICY STATEMENT
AFFORDABLE WORKFORCE HOUSING

Background

The generally accepted definition of affordability is for a household to pay no more than 30 percent of its annual income on housing. An estimated 12 million renter and homeowner households now pay more than 50 percent of their annual income on housing. The lack of affordable housing is a significant hardship for low-income and working households and prevents them from meeting other basic needs, such as food, clothing, transportation and medical care.

Availability of housing for all income levels is critical for balanced and healthy growth of the County. Employers seeking to locate in Watauga County need to first attract and then maintain a workforce. A key component to workforce recruitment and retention is affordable and centrally located housing. Job satisfaction becomes more of a challenge when workers can only find affordable housing by living far from their jobs and enduring long commutes.

Policy

The county will seek to work with the developers and nonprofit housing organizations to provide for affordable units in developments and ensure that such units are compatible with other homes in the development. Affordable units should include both units for sale and units for rent. Developers should promote a design criterion that disperses affordable homes throughout a development and encourages a variety of housing types.

Streamlined Permitting Process

Improved coordination of the permitting process at the state and local levels could result in lower housing costs. The permitting process often involves dealing with city, county and state approval boards, all of which require a variety of permits and approvals (i.e. – fire protection, sewer hookup, plumbing, environmental, road construction, electrical, building, etc.). Often the various levels of governmental authorities do not have effective communication and co-approval systems, which cause can unnecessary delays, increase construction costs and ultimately hinder affordable housing.

Density

Real estate of all types flourishes best in livable communities that offer a high quality of life at a reasonable cost. Livable communities offer a variety of affordable housing choices, good schools, quality public services, open space, and a strong employment base. One of the most challenging aspects to promoting these essential livable community elements is density. Building at higher densities in the appropriate locations is vital to provide greater choice and affordability in housing.

Employer-Assisted Housing

Employer-assisted housing (EAH) refers to benefits that enable employees to purchase homes or secure affordable rental housing, often within designated neighborhoods located near the workplace. Benefits can take a number of forms, including grants or forgivable loans for down payments and closing costs, reduced-cost financing, and matched savings plans. Providing an EAH benefit can help employers reduce turnover, leading to lower training and hiring costs. In addition, EAH can increase loyalty and morale, support bottom-line business goals, and strengthen links with the local community.

APPENDIX M

DEVELOPER AUTHORIZATION FORM

For projects being developed by person(s) other than land owner(s)

Name of Project: _____

Land Owner(s) _____

Developer(s) _____

The above-named Developer(s) is/are authorized to submit the subject project to Watauga County for development approval on behalf of the above-named Land Owner(s).

Land Owner(s) Signature

Date

AGENDA ITEM 9:

PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT

B. FY 2013 Proposed Budget

MANAGER'S COMMENTS:

A public hearing has been scheduled to allow citizen comment on the Manager's Recommended Budget for Fiscal Year 2013. Included in your packet are changes that were made during your budget work sessions. At the conclusion of the public hearing, you may wish to schedule an additional work session to make any changes that you wish prior to staff preparing the budget ordinance for adoption at one of your June meetings. Direction from the Board is requested.

PUBLIC HEARING NOTICE

THE WATAUGA COUNTY MANAGER'S RECOMMENDED BUDGET FOR FISCAL YEAR 2012/2013 HAS BEEN SUBMITTED TO THE WATAUGA COUNTY BOARD OF COMMISSIONERS AS OF TUESDAY, MAY 1, 2012. A COPY OF THE PROPOSED BUDGET IS AVAILABLE FOR PUBLIC INSPECTION ONLINE AT <HTTP://WWW.WATAUGACOUNTY.ORG>; IN THE COUNTY MANAGER'S OFFICE LOCATED IN THE WATAUGA COUNTY ADMINISTRATION BUILDING; AND AT THE PUBLIC LIBRARIES IN BOONE, BLOWING ROCK AND THE WESTERN WATAUGA COMMUNITY CENTER. A PUBLIC HEARING ON THE PROPOSED BUDGET SHALL BE HELD ON TUESDAY, MAY 15, 2012, AT 6:00 P.M. TO ALLOW PUBLIC COMMENT AT WHICH TIME ANY PERSONS WHO WISH TO BE HEARD ON THE BUDGET MAY APPEAR. THE BUDGET HEARING WILL BE HELD IN THE COMMISSIONERS' BOARD ROOM IN THE WATAUGA COUNTY ADMINISTRATION BUILDING LOCATED AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. IF YOU HAVE QUESTIONS, PLEASE CALL 265-8000.

NATHAN A. MILLER
CHAIRMAN

Changes from the FY 2012-13 Manager's Recommended Budget per the Commissioner's work sessions resulted in an overall increase to the proposed budget of \$10,000:

Revenues:

Cable TV Franchise Fees – increase	\$10,000
------------------------------------	----------

Expenditures:

Board of Elections – increase travel and part time salaries	\$8,790
Board of Education – increase current capital outlay	\$18,826
Recreation, Special Populations – increase supplies and travel	\$850
Special Allocations – decrease Children's Playhouse	\$2,500
decrease WeCAN	\$1,000
Emergency Services – decrease cell allowance	\$576
Tax Administration – decrease salaries	\$6,000
General Administration – decrease Professional Services-Architects	\$7,540
decrease miscellaneous expenses	\$850

Blank Page

AGENDA ITEM 10:

SMOKY MOUNTAIN CENTER QUARTERLY FINANCIAL REPORT

MANAGER'S COMMENTS:

Ms. Margaret Pierce, Finance Director, will present the Smoky Mountain Center Quarterly Report as required by Statute. No action is required.



WATAUGA COUNTY FINANCE OFFICE

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

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Margaret Pierce, Finance Director *MP*
SUBJECT: Smoky Mountain Center Quarterly Financial Report
DATE: May 1, 2012

Attached is a copy of the fiscal monitoring report (FMR) from Smoky Mountain Center for the quarter ended March 31, 2012. This FMR was received on May 1, 2012 and is provided by Smoky Mountain Center to comply with the G.S. 122C-117(c).

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

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

Smoky Mountain Center
44 Bonnie Lane
Sylva, NC 28779



Area Administrative Office
828-586-5501
www.smokymountaincenter.org

"Meeting community needs... one person at a time."

April 27, 2012

Dear County Finance Officer:

Enclosed you will find Smoky Mountain Center's fiscal monitoring report (FMR) for the quarter ended March 31, 2012.

To remind all Finance Officers: S.L. 2006-142 amended G.S. 122C-117(c) to require the Area Director and Area Authority Finance Officer to submit quarterly finance reports to the County Finance Officer, instead of submitting to each member of each board of County Commissioners participating in the Area Authority. The County Finance Officer is then to submit the report to the Board of County Commissioners at its next regularly scheduled meeting.

This FMR is the financial report intended to be provided to comply with the general statutes.

If you have any questions regarding the enclosed reports, please e-mail Lisa Slusher, Finance Officer, at: lisa@smokymountaincenter.com; or Sherri Hayes, Accounting Manager, at: sherri@smokymountaincenter.com.

Sincerely,

A handwritten signature in cursive script that reads "Sherri L. Hayes".

Sherri L. Hayes, BS
Accounting Manager
Smoky Mountain Center

Enclosure

Quarterly Fiscal Monitoring Report - DMHDDSAS

051512 BCC Meeting

LME / MCO NAME:

SMOKY MOUNTAIN CENTER

FOR THE PERIOD ENDING:

3/31/2012

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

9

1. REPORT OF BUDGET VS. ACTUAL

ITEM	Basis of Accounting: (check one)	Cash Accrual	(1)	(2)	(3)	(4)	(5)	(6)
			PRIOR YEAR		CURRENT YEAR			
			BUDGET	ACTUAL	BUDGET	ACTUAL YR-TO-DATE	BALANCE (Col. 3-4)	ANNUALIZED PERCENTAGE **
REVENUE								
Service Fees from LME-Delivered Services			29,776	75,942	-	(13,803)	13,803	#DIV/0!
Medicaid Pass Thru			9,100,000	8,620,936	7,935,000	6,182,472	1,752,528	103.89%
Interest Earned			82,500	47,214	10,000	13,887	(3,887)	185.16%
Rental Income			-	-	-	-	-	#DIV/0!
Budgeted Fund Balance * (Detail in Item 4, below)			550,000	-	5,638,620	-	5,638,620	0.00%
Other Local			519,660	545,885	868,161	669,415	198,746	102.81%
Total Local Funds			10,281,936	9,289,977	14,451,781	6,851,971	7,599,810	63.22%
County Appropriations (by county, includes ABC Funds):								
Alexander County			38,825	38,079	43,225	30,079	13,146	92.78%
Caldwell County			120,138	118,777	113,538	87,825	25,713	103.14%
McDowell County			67,856	67,856	67,856	50,892	16,964	100.00%
Cherokee County			75,000	75,000	75,000	56,250	18,750	100.00%
Clay County			10,000	10,000	10,000	7,500	2,500	100.00%
Graham County			6,000	6,000	6,000	-	6,000	0.00%
Haywood County			115,000	116,267	116,775	87,579	29,196	100.00%
Jackson County			123,081	123,081	123,081	92,311	30,770	100.00%
Macon County			106,623	106,623	106,623	79,967	26,656	100.00%
Swain County			30,000	30,932	30,125	29,591	534	130.97%
Ashe County			189,566	189,566	189,566	142,175	47,392	100.00%
Avery County			92,400	92,400	92,400	69,300	23,100	100.00%
Alleghany County			115,483	115,483	115,483	57,742	57,742	66.67%
Watauga County			221,194	221,194	221,194	165,896	55,299	100.00%
Wilkes County			259,200	259,200	259,200	194,400	64,800	100.00%
Special Appropriations			-	-	1,119,913	1,119,913	-	133.33%
Total County Funds			1,570,366	1,570,458	2,689,979	2,271,418	418,561	112.59%
LME Systems Admin. Funds (Cost Model)			7,242,715	7,242,715	7,122,715	5,342,036	1,780,679	100.00%
DMH/DD/SAS Administrative Funds (% basis)			-	-	-	-	-	#DIV/0!
DMH/DD/SAS Risk Reserve Funds (% basis)			-	-	-	-	-	#DIV/0!
DMH/DD/SAS Services Funding			30,279,877	29,482,781	27,263,003	19,733,859	7,529,144	96.51%
DMA Capitation Funding			-	-	-	-	-	#DIV/0!
DMA Risk Reserve Funding			-	-	-	-	-	#DIV/0!
All Other State/Federal Funds			1,793	1,793	1,793	-	1,793	0.00%
Total State and Federal Funds			37,524,385	36,727,289	34,387,511	25,075,895	9,311,616	97.23%
TOTAL REVENUE			49,376,687	47,587,724	51,529,271	34,199,284	17,329,987	88.49%
EXPENDITURES:								
System Management/Administration/Care Coordination			7,242,715	7,139,760	7,582,715	5,592,121	1,990,594	98.33%
LME Provided Services			1,183,444	1,101,934	1,430,044	774,938	655,106	72.25%
Provider Payments			38,585,933	35,793,334	38,818,351	27,965,715	10,852,636	96.06%
Merger Expenses			-	-	-	-	-	#DIV/0!
MCO Start-Up Expenses			375,000	360,961	2,770,000	875,459	1,894,541	42.14%
All Other			1,989,595	1,928,698	928,161	466,308	461,853	66.99%
TOTAL EXPENDITURES			49,376,687	46,324,687	51,529,271	35,674,541	15,854,730	92.31%
CHANGE IN CASH BALANCE				1,263,037		(1,475,257)		
Beginning Unrestricted Fund Balance				3,806,910		4,220,978		
Balance in DMH/DD/SAS Risk Reserve				-		-		
Balance in DMA Risk Reserve				-		-		
Current Estimated Unrestricted Fund Balance and percent of budgeted expenditures			8.55%	4,220,978	7.11%	3,661,544		
2. CURRENT CASH POSITION								
			(1)	(2)	(3)	(4)	(5)	Allowance for Uncollectible Receivables
			30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	TOTAL	
Accounts Payable (Accrual Method)			1,563,872	226,488	55,998	203,811	\$ 2,050,169	
Account Receivable (Accrual Method)			2,690,467	2,484,024	83,105	2,512	\$ 5,260,270	\$ -
Current Cash in Bank				13,655,748				
3. SERVICE EXCEPTIONS (Provided Based on System Capability)								
Services authorized but not billed			559,982					
4. DETAIL ON BUDGETED FUND BALANCE								
					Budgeted	Year-to-Date	Balance	%
Payments to Providers					2,308,620	2,308,620	-	133.33%
MCO Start-up Expense					2,770,000	875,459	1,894,541	42.14%
LME Merger Expense					-	-	-	#DIV/0!
Other (List): Legal Fees					100,000	79,810	20,190	106.41%
Other (List): Facility Purchase					460,000	459,635	365	133.23%

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

LME / MCO Director Date *[Signature]* LME/MCO Finance Officer Date *[Signature]* Area Board Chair Date *[Signature]*

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

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

enter LME name SMOKY MOUNTAIN CENTER Local Management Entity
 for the period ending: March 31, 2012

ITEM	Explanation
Revenues	
Service Fees from LME Delivered	No budget for these revenues as SMC no longer provides billable services. Small dollars are due to run out/clean up of Accounts Receivable.
Graham County - 0%	The county's habit is to pay the entire amount in the 4th Qtr of the fiscal year.
Alleghany County - 66.67%	County's 3rd Qtr payment came in after cutoff. Now received.
County Funds Special Appropriations	This line represents a special appropriation from our Northern Region Counties for New River that was not part of the County's maintenance of effort.
Contribution amounts:	
Ashe County	181,998
Avery County	178,069
Alleghany County	71,232
Wilkes County	688,614
	<u>1,119,913</u>

Expenditures
 No reporting Required.

Fund Balance

Payments to Providers Appropriations - 133.33%	Fund Balance utilized first.
Other: Facility Purchase - 133.23%	Single building purchase accomplished in 2nd Qtr.

Prior Year Reporting: Certain Revenue line items changed to accommodate the new reporting format. At the functional level, the main difference is between Other local and County funds. The ABC Bottle tax for each county was previously under other local. It is now listed under each of the respective counties.

Blank Page

AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Proposed Property and Liability Insurance and Workers Compensation Renewals Request*****MANAGER'S COMMENTS:**

The County Manager will present renewal rates for property and liability insurance and workers compensation. The rate for property and liability is \$244,167, or a \$6,362 decrease, and the rate for workers compensation is \$228,278 or an 18% increase. The primary cause of the increase is that our rate is based on the last three years' worth of claims and FY 2008, with claims totaling \$10,858, was dropped while FY 2011, with claims totaling \$226,026, was added. One claim represented 70% of the total claims for FY 2011 so there was little the County could have done to be proactive in preventing the increase.

Board approval is requested to accept the renewals for property and liability insurance and workers compensation from the North Carolina Association of County Commissioners (NCACC), in the amount of \$244,167 and \$228,278, respectively.



NCACC Risk Management Pools
Liability and Property

County or Entity:					
WATAUGA COUNTY					
RENEWAL ESTIMATE		JULY 1, 2012 TO JULY 1, 2013		Date of Quote 4/30/12	
Coverage	Contract Limit	Deductible	Renewal Exposure		Contribution
Property	Insured Values	\$1,000	Total Property Values	\$136,385,383	\$111,723
			Total Inland Marine Values	\$7,410,827	
General Liability	\$2,000,000	\$0	Population (County)	51,079	\$14,536
			Payroll (Entity)	\$0	
			Fire Legal Additional Limits	\$350,000	
			Number of EMTs	0	
Automobile Liability	\$2,000,000	\$1,000	Total # of Vehicles (Liability)	123	\$51,746
Physical Damage	Actual Cash Value		Total # of Vehicles (PD)	123	
Replacement Cost	\$2,000,000		Value	\$0	
Crime	\$250,000	\$1,000	Money on Premises Great than \$250,000	1	\$968
Public Officials Liability	\$2,000,000	\$5,000	Population (County)	51,079	\$17,462
			Payroll (Entity)	\$0	
Law Enforcement Liability	\$2,000,000	\$5,000	Class A Employees	41	\$34,397
			Class B Employees	35	
			Class C Employees	14	
Employment Practices Liability	\$2,000,000	\$5,000	Population (County)	51,079	\$13,335
			Payroll (Entity)	\$0	
Annual Estimated Contribution					\$244,167

JULY 1, 2012 TO JULY 1, 2013		Quoted on: 4/30/2012								
Renewal Estimate	County or Entity:		WATAUGA COUNTY							
Deductible Adjustment Options			Per Occurrence Deductibles							
Liability & Property Line	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$75,000	\$100,000	
PROPERTY (INLAND)	\$0	\$0	\$6,040	\$12,080	\$19,074	\$29,140	\$36,876	\$41,326	\$44,717	
INLAND MARINE (INLAND)	\$0	\$0	\$138	\$288	\$507	\$944	\$1,405	\$1,785	\$2,061	
GENERAL LIABILITY	\$654	\$1,061	\$1,483	\$1,875	\$2,340	\$3,212	\$4,012	\$4,652	\$5,204	
AUTO LIABILITY	\$931	\$1,621	\$2,932	\$4,174	\$5,761	\$8,107	\$9,831	\$11,004	\$11,798	
AUTO PHYSICAL DAMAGE	\$0	\$0	\$2,501	\$4,640	\$6,590	\$8,039	\$8,625	\$8,918	\$9,039	
CRIME	\$0	\$0	\$23	\$48	\$85	\$159	\$236	\$300	\$347	
PUBLIC OFFICIALS LIAB.	\$0	\$0	\$0	\$0	\$681	\$2,026	\$3,423	\$4,313	\$4,872	
LAW ENFORCEMENT LIAB.	\$0	\$0	\$0	\$0	\$1,341	\$3,990	\$6,742	\$8,496	\$9,597	
EMPLOYMENT PRACTICES LIA	\$0	\$0	\$0	\$0	\$373	\$1,187	\$2,054	\$2,587	\$3,027	



NCACC Risk Management Pools
Liability and Property

County or Entity: **WATAUGA COUNTY**

INCENTIVE ELIGIBILITY

Multi-Pool Incentives can be earned by participating in both Pools. You are rewarded for your participation in our Workers Compensation and Liability & Property Pools with an incentive, which is refunded to your after all Pool contracts have been issued following July 1 of 2012. This will not reduce the contribution of any one Pool but is based upon the cumulative contribution paid.

Participation In Multiple Pools

\$10,623



NCACC Risk Management Pools
 Liability and Property

JULY 1, 2012 TO JULY 1, 2013

Quoted on: **4/30/12**

Renewal Estimate

EXCESS LIABILITY

County or Entity: **WATAUGA COUNTY**

Excess Liability provides excess General Liability, Automobile Liability, Public Officials or Law Enforcement Liability limits. The Excess Liability comes into play when the primary limits have been exhausted. The Excess Liability allows the member to purchase a single increased limit, and use the limit where it is necessary. The Excess Liability does not increase each individual Liability limit, but is available in any covered Liability area should the need arise. The Pool's Excess Liability extends limits above the Pool's contract only.

Higher limits can be purchased in the form of the Excess Liability options as follows:

EXCESS LIABILITY	ANNUAL CONTRIBUTION	LIMIT YOU SELECTED
		X
\$1,000,000 excess of \$2,000,000 underlying	\$ 9,458	<input type="checkbox"/>
\$2,000,000 excess of \$2,000,000 underlying	\$ 15,824	<input type="checkbox"/>
\$3,000,000 excess of \$2,000,000 underlying	\$ 20,926	<input type="checkbox"/>
\$4,000,000 excess of \$2,000,000 underlying	\$ 26,419	<input type="checkbox"/>

To purchase the Excess Liability Coverage, please indicate the limits you want. Return a copy of this form with your signed Participation Agreement

Accepted by:

Signature

Printed Name

Print Title

Date

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

Financial Officer:

Signature

Date



NCACC Risk Management Pools
Liability and Property

Please return this form with your confirmation indicating your deductible choices. If we do not receive the completed form, we will process your renewal using the standard deductibles (shown in bold, italics type).

WATAUGA COUNTY

LIABILITY AND PROPERTY DEDUCTIBLE OPTIONS

JULY 1, 2012 - JULY 1, 201

COVERAGE	X	DEDUCTIBLE	COVERAGE	X	DEDUCTIBLE
Property		<i>\$1,000</i>	Inland Marine		<i>\$1,000</i>
These factors are applicable only to non-coastal counties.		\$2,500	These factors are applicable only to non-coastal counties.		\$2,500
		\$5,000			\$5,000
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$75,000			\$75,000
		\$100,000			\$100,000
Coastal county members only -- You may select a 2% Wind Deduct.		Your proposal includes the standard deductible for wind coverage for all property exposures. To accept a 2% wind deductible for the savings shown in your proposal, check the block at the left.			
Crime		<i>\$1,000</i>	General Liability		<i>\$0</i>
		\$2,500			\$500
		\$5,000			\$1,000
		\$10,000			\$2,500
		\$25,000			\$5,000
		\$50,000			\$10,000
		\$75,000			\$25,000
		\$100,000			\$50,000
Automobile Liability		<i>\$0</i>	Auto Phy. Damage		<i>\$1,000</i>
		\$500			\$2,500
		\$1,000			\$5,000
		\$2,500			\$10,000
		\$5,000			\$25,000
		\$10,000			\$50,000
		\$25,000			\$75,000
		\$50,000			\$100,000
Law Enforcement		<i>\$5,000</i>	Public Officials		<i>\$5,000</i>
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$75,000			\$75,000
		\$100,000			\$100,000
Employment Practices		<i>\$5,000</i>	Boiler and Machinery Coverage		
		\$10,000	* The deductible for Boiler and Machinery is \$1,000 for Direct Damage and 24 hours for Indirect Damage at the request of the reinsurer. Other options are not available for Boiler & Machinery.		
		\$25,000			
		\$50,000			
		\$75,000			
	\$100,000				



NCACC Risk Management Pools
Liability and Property

Payment Plan Available: Liability & Property Pool
County or Entity: **WATAUGA COUNTY**

Quoted on: **4/30/2012**

Annual Payment Plan: (due on or before August 1, 2012)

\$244,167

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature

Printed Name

Print Title

Date

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

Financial Officer:

Signature

Margaret M. Price

Date

5-7-12



NCACC Risk Management Pools
Worker's Compensation

RENEWAL ESTIMATE JULY 1, 2012 TO JULY 1, 2013

Quoted on: **4/30/2012**

Member: **WATAUGA COUNTY**

Limits Coverage A : Workers Compensation: Statutory
 Coverage B: Employer's Liability: \$2,000,000

2012 Exp. Mod:
0.96

Class Code	Description	Annual Remuneration	Modified Rate	Modified Contribution
7382	LIMOUSINE CO AOE & DRIVERS	\$25,538	5.359	\$1,369
7710	FIREFIGHTERS & DRIVERS PATROL OR PROTECTIVE CORP	\$92,604	3.536	\$3,274
7720	SHERIFF'S DEPT. OFFICERS & DRIVERS	\$2,802,950	3.380	\$94,740
8810	CLERICAL	\$4,223,844	0.300	\$12,672
8831	HOSPITAL VETERINARY & DRIVERS	\$72,532	1.315	\$954
8835	NURSING- HOME HEALTH , PUBLIC & TRAVELING ALL EMPLO	\$266,060	2.987	\$7,947
9015	BUILDINGS - NOC	\$619,663	3.829	\$23,727
9061	CLUBS: NOC & CLERICAL	\$148,631	1.307	\$1,943
9102	PARK NOC ALL EMPLOYEES/DRIVERS	\$556,701	2.343	\$13,044
9403	ASHES GARBAGE OR REFUSE COLLECTION & DRIVERS	\$400,472	7.880	\$31,557
9410	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NC	\$1,886,656	1.965	\$37,073

Total Estimated Payroll

\$11,095,651

2012-2013 Contribution: \$228,278

Blank Page

AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Boards and Commissions

MANAGER'S COMMENTS:

Both Paul Combs and Lauren Waterworth's terms expire in June on the Economic Development Commission (EDC). EDC terms are for three (3) years, and appointees are eligible to serve two (2) consecutive terms. Both Mr. Combs and Ms. Waterworth have served one (1) term thus far and both are willing to be reappointed. A Volunteer Application has also been received from Ms. Susan Norris who has expressed interest in serving as a member of the EDC.

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

Anita.Fogle

From: Joe Furman
Sent: Monday, April 23, 2012 4:41 PM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: EDC terms

Deron,

The EDC terms of Paul Combs and Lauren Waterworth will expire in June. Both are willing to be reappointed. I also understand that at least one volunteer application has been submitted to the County. EDC terms are three (3) years, and appointees are eligible to serve two (2) consecutive terms. Both Mr. Combs and Ms. Waterworth have served one (1) term. Thanks.

Joe

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

Volunteer Application
Watauga County Boards And Commissions

051512 BCC Meeting

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

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



Name: Susan M. Norris

Home Address: 145 Hopewell Church Road

City: Boone Zip: 28607

Telephone: (H) 828-265-2200 (W) 828-265-8325 (Fax) 336-464-1569

Email: snorris@piedmontfederal.com

Place of Employment: Piedmont Federal Savings Bank

Job Title: Business Development Manager/High Country Region

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

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

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

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

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

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

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

- Economic Development Commission
-
-

Volunteer Application
Watauga County Boards And Commissions
(Continued)

051512 BCC Meeting

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

Work
Experience:

I have 33 years experience in the banking industry in the High Country. Most of those years have been spent in the mortgage lending area in addition to the most recent 10 years being spent in management. I have recently taken a position within the same financial institution of Business Development for the High Country Region, which includes Watauga, Ashe, Avery and Caldwell Counties.

Volunteer
Experience:

My volunteer experience over the years is varied. Piedmont Federal was a charter member of the Committee of 100, which helped develop the Industrial Park in the High Country as well as provided input for the current Appalachian Enterprise Center. I have been a previous Board Member of the Boone Area Chamber of Commerce and Southern Appalachian Historical Association. I currently am a member of the Boone Rotary Club, a board member of the Watauga County Habitat for Humanity, High Country Homebuilders Association and High Country Association of Realtors.

I have a huge interest in the economic direction Watauga County is going, as I sincerely feel tourism and construction, as important as these areas are for the High Country, can no longer sustain our population with jobs that pay enough to live in this area. We have to look in other areas for good paying jobs to insure the viability of this incredible place we live.

Other
Experience:

Other
Comments:

Thank you for your consideration -

Signature: _____

Morgan M. Morris

Date: _____

4/5/12

AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Announcements

MANAGER'S COMMENTS:

A public hearing will be held Tuesday, June 19, 2012, at 6:00 P.M. to allow citizen comment on proposed fire district boundary changes involving Stewart Simmons, Deep Gap, and Boone districts.

AGENDA ITEM 12:

PUBLIC COMMENT

MANAGER'S COMMENTS:

Time has been reserved to allow citizen comment to address the Board for any area of interest or concern.

AGENDA ITEM 13:

BREAK

AGENDA ITEM 14:

CLOSED SESSION

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