

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

**TUESDAY, AUGUST 7, 2018
8:30 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: July 17, 2018, Regular Meeting July 17, 2018, Closed Session		1
	3	APPROVAL OF THE AUGUST 7, 2018, AGENDA		15
8:35	4	BLUE RIDGE RESOURCE CONSERVATION & DEVELOPMENT FUNDING REQUEST	MR. JONATHAN HARTSELL	17
8:40	5	PRESENTATION OF WATAUGA COUNTY COMMUNITY CHILD PROTECTION TEAM'S (CCPT) ANNUAL REPORT AND APPOINTMENT OF MEMBERS FOR 2018	MS. GAIL HAWKINSON	25
8:50	6	MAINTENANCE MATTERS A. Bid Award Request for East Annex Reroof Project B. Bid Award Request for Industrial Lot Paving	MR. ROBERT MARSH	37 49
8:55	7	NC DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)/COUNTY MEMORANDUM OF UNDERSTANDING (MOU) PURSUANT TO G. S. 108A-74 UPDATE	MR. TOM HUGHES	53
9:00	8	PROPOSED RENTAL OF BRUSH GRINDER	MR. REX BUCK	79
9:05	9	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Sheriff's Office Vehicle Purchase Request B. Request to Schedule Public Hearing to Allow Citizen Comment on the Proposed Financing of the New Community Recreation Center C. Proposed VIPER Lease Agreement with the State Highway Patrol D. Appointment of the North Carolina Association of County Commissioners' (NCACC) Annual Conference Voting Delegate E. Boards and Commissions F. Announcements	MR. DERON GEOUQUE	83 99 101 115 117 121
9:10	10	PUBLIC COMMENT		122
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10:15	12	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Personnel Matters – G. S. 143-318.11(a)(6)		122
10:30	13	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

July 17, 2018, Regular Meeting

July 17, 2018, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JULY 17, 2018**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, July 17, 2018, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

Chairman Welch called the meeting to order at 5:39 P.M. and announced that Commissioner Yates was not able to attend.

Commissioner Hodges opened with a prayer and Commissioner Turnbow led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the June 19, 2018, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the June 19, 2018, regular meeting minutes as presented.

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

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the June 19, 2018, closed session minutes as presented.

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

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the July 17, 2018, agenda.

County Manager Geouque requested to add the Annual Settlement and Oath to Tax Matters and a Board of Elections Funding Request and Watauga Arts Council Grant Support Request to Miscellaneous Administrative Matters. At the request of Vice-Chairman Kennedy, the County Manager requested the Board of Elections item be placed at the beginning of the meeting.

Commissioner Turnbow requested to remove the Blue Ridge Resource Conservation and Development Funding Request for placement on a future agenda.

Commissioner Hodges, seconded by Commissioner Turnbow, moved to approve the July 17, 2018, agenda as amended.

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

BOARD OF ELECTIONS FUNDING REQUEST

County Manager Geouque stated that, due to changes by the General Assembly requiring One-Stop Voting locations to be open for twelve hours, the Board of Elections has requested a funding increase in the current budget. The County Manager presented the following two funding options: Option 1 would increase funding by \$27,632 and Option 2 would increase funding by \$20,392. The reduction in Option 2 is due to reduced staff at each One-Stop location. Board of Elections members, Mr. Eric Eller and Dr. Richard Rapfogel stated that the Board of Elections would take formal action to approve the option chosen on July 18, 2018; however, both agreed that Option 2 was acceptable.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the Option 2 funding increase for Board of Elections in the amount of \$20,392 with the contingency that the County Manager could facilitate Option 1 if needed.

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

SOCIAL SERVICES MATTERS

A. Vehicle Bid Award Request - Subaru

Mr. Tom Hughes, Social Services Director, presented the following bids for a 2018 Subaru Forester:

BIDDER	AMOUNT
Jim Armstrong Subaru (Hickory, NC)	\$22,769
Tindol Subaru (Gastonia, NC)	\$22,950
Modern Subaru (Boone, NC)	\$23,318
Randy Marion Subaru (Mooresville, NC)	No response

Mr. Hughes stated that four companies were solicited with three responses received. Jim Armstrong Subaru was the lowest responsive bidder in the amount of \$22,769. The total amount including tax and tag is \$23,458.07. Adequate funds have been budgeted in the current fiscal year to cover the purchase.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to award the bid for a 2018 Subaru Forester to Jim Armstrong Subaru in the amount of \$23,458.07 which includes tax and tag.

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

B. Proposed NC Department of Health and Human Services (DHHS)/County Memorandum of Understanding (MOU) Pursuant to G. S. 108A-74

At the June 19th meeting the Board tabled action on the Memorandum of Understanding MOU with the NC Department of Health and Human Services (DHHS). Mr. Tom Hughes, Social Services Director, presented the MOU with the NC Department of Health and Human Services for consideration. The MOU is required per NCGS 108A-74. Counties are required to enter into annual written agreements for all social services programs other than medical assistance. The law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services program. Mr. Hughes stated that thirty-four counties had submitted a cover letter with their MOU citing reservations with the MOU and other counties added a writ to the end of their signed MOUs. Many of the MOUs that included the writ were returned with a request from the State to resubmit the MOU without the writ attached. The MOU's with the letters attached were accepted. County Attorney di Santi presented a proposed resolution to accompany Watauga County's MOU. The resolution states that the County signed the MOU with reservation and requests DHHS consider modifying the mandatory criteria and benchmarks imposed by the MOU to address small counties. The resolution also requests DHHS to reconsider the oversight, compliance and enforcement process.

After discussion, Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the Memorandum of Understanding and adopt the "Resolution Regarding the HB 630 Required Agreement Between the North Carolina Department of Health and Human Services ("DHHS") and Watauga County, North Carolina (the "County") and the Watauga County Department of Social Services ("DSS")."

VOTE: Aye-3(Welch, Kennedy, Hodges)
Nay-1(Turnbow)
Absent-1(Yates)

C. Request to Change the Name of the Social Services Advisory Board

Mr. Hughes requested the change of the name of the Social Services Advisory Board to the Watauga Board of Social Services to be more in line with wording in the above MOU. County Manager Geouque stated that a previous Board of Commissioners abolished the Watauga County

Board of Social Services and reconstituted the Board as the Social Services Advisory Board. The purpose of the change was for the Board of Commissioners to have more control over the Department of Social Services instead of an independent Board.

County Attorney di Santi verified that the name change requested would only affect the name of the Board and nothing more. The Board would continue to have the same authority it currently has.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to change the name of the Social Services Advisory Board to the Watauga Board of Social Services.

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

Mr. Hughes stated that the Watauga Board of Social Services may make a presentation to the Board of Commissioners regarding upcoming changes due to the MOU with DHHS and may request a position or two be added to the Department of Social Services.

County Manager Geouque stated that position requests would be appropriate for the Annual Pre-Budget Retreat which is typically held during February.

D. Social Services Advisory Board

Mr. Hughes requested the Board consider Ms. Lynn Patterson's reappointment to the Social Services Board for a four-year term at this time.

[Clerk's Note: Consideration for Ms. Patterson's appointment was originally listed for consideration later on the agenda under Boards and Commissions which is a part of Miscellaneous Administrative Matters.]

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to waive the second reading and reappoint Ms. Lynn Patterson to a four-year term on the Social Services Board.

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

PROPOSED McLAURIN PARKING AGREEMENT

Mr. Joe Furman, Planning and Inspections Director, presented a proposed contract with McLaurin Parking for the County-owned Ginn Parking Lot located on Queen Street. The lot would be a pay lot with a central pay station, including Saturdays. Jurors and County employees can park in the lot for free with the use of parking stickers or juror parking notices. Mr. Furman stated that the County would receive, as rent for each month, thirty percent (30%) of the monthly gross parking revenue for the first \$1,000 collected and fifty percent (50%) of the gross parking

revenue for all parking revenue in the excess of the first \$1,000 collected. McLaurin Parking would pay for the pay station and signage. The lease is for a three-year term.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the lease with McLaurin Parking contingent upon the County Attorney's review.

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

MAINTENANCE MATTERS

A. Vehicle Bid Award Request - Work Van

Mr. Robert Marsh, Maintenance Director, presented the following bids for a two-wheel drive medium roof height van:

BIDDER	AMOUNT
Asheville Ford (Asheville, NC)	\$32,173
Modern Nissan (Winston Salem, NC)	\$27,573
Modern Ford (Boone, NC)	No response
Capital Ford	No response
Nissan (Boone, NC)	No response

Mr. Marsh stated that five vendors were solicited with only two responses received. Modern Nissan was the lowest responsive bidder in the amount of \$27,573. The total amount including tax and tag is \$28,406.19. Adequate funds have been budgeted in the current fiscal year to cover the purchase.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to award the bid for a 2018 Nissan cargo van to Modern Nissan in Winston Salem, NC, in the amount of \$28,406.19 which includes tax and tag.

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

B. Vehicle Bid Award Request - Compact Pickup Truck

Mr. Robert Marsh, Maintenance Director, presented the following bids for a two-wheel drive compact pickup truck:

BID SUMMARY			
VENDOR	TRUCK		
	Toyota Tacoma Access Cab 2.7L; 4 cyl.; 127" WB	Chevrolet Colorado Ext. Cab 2.5L; 4 cyl., 128" WB	Nissan Frontier King Cab 2.5L; 4 cyl.; 125.9" WB
Modern Toyota Boone, NC	No bid received		
Auto Star Nissan Boone, NC			No bid received
Modern Nissan Winston-Salem, NC			NCSA Base Bid \$16,834 Add Equipment \$2,243 Total \$19,077
Modern Toyota Winston-Salem, NC	NCSA Base Bid \$23,662		
Parks Chevrolet Huntersville, NC		NCSA Base Bid \$21,044 Includes power equip Refused to provide updated pricing.	
<p>- Bid Specification: Base bid from North Carolina Sheriffs Association, specification number; Toyota 356; Nissan 412; Chevrolet 273</p> <p>- General specification includes two-wheel drive, compact pickup with four-cylinder engine, automatic transmission, AC, extra cab, short bed and power windows and door locks.</p> <p>- Staff also obtained quotes for a full-size, two-wheel drive pickup. Bid range received was \$19,056-\$23,142. Staff rejected bids in favor of a smaller, more economical vehicle.</p>			

Mr. Marsh stated that five (5) vendors were solicited with three responses received. Modern Nissan was lowest responsive bidder in the amount of \$19,077. The total amount including tax and tag is \$19,665.31. Adequate funds have been budgeted in the current fiscal year to cover the purchase.

Commissioner Turnbow, seconded by Commissioner Hodges, moved to award the bid for a 2018 Nissan two-wheel drive compact pickup truck to Modern Nissan in Winston Salem, NC, in the amount of \$19,655.31 which includes tax and tag.

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

TAX MATTERS

A. Monthly Collections Report

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

B. Refunds and Releases

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

TO BE TYPED IN MINUTE BOOK

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

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

C. Annual Settlement of Tax Collector

Tax Administrator Warren presented the following Annual Settlement Statements for Fiscal Year 2018 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the Annual Settlement Statements for Fiscal Year 2018.

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

Commissioner Turnbow, seconded by Commissioner Hodges, moved to accept the Tax Administrator's "Oath as to Diligent Effort to Collect Taxes."

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

D. Oath to Collect Taxes

Mr. Warren presented a proposed order granting authorization to collect taxes for Fiscal Year 2019. Once approved, a sworn oath would be administered to Tax Administrator Warren.

Commissioner Turnbow, seconded by Commissioner Hodges, moved to grant authorization for Tax Administrator Warren to collect taxes for Fiscal Year 2019.

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

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Watauga Arts Council Grant Support Request

County Manager Geouque presented a draft letter of support for the Watauga Arts Council in reference of a grant application to “Our Town” who is the National Endowment for the Arts’ creative placemaking grants program. The grant requires a partnership between a nonprofit organization and a local government entity. The Watauga County Economic Development Commission recently approved providing the match for this grant, if awarded, through an in-kind match and in an amount up to \$10,000.

Ms. Cherry Johnson, Director of Watauga Arts Council, stated that specific criteria had to be included in the support letter and requested to revise it to include the information needed.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to authorize the Chairman to sign the letter of support once modified to include the specific criteria as mentioned by Ms. Johnson.

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

B. Proposed Resolution Supporting the Naming of the U.S. Highway 221/U.S. 421 Overpass in the Deep Gap Community in Honor of Sergeant Dillon C. Baldrige

County Manager Geouque presented a proposed resolution supporting the naming the future U.S. 221/U.S. 421 overpass in the Deep Gap community in honor and memory of Sergeant Dillon C. Baldrige who gave the ultimate sacrifice for his community and Country.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adopt the Resolution Supporting the Naming of the U.S. Highway 221/U.S. 421 Overpass in the Deep Gap Community in Honor of Sergeant Dillon C. Baldrige as presented.

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

C. Community/Recreation Center Request

County Manager Geouque stated that, in February, the Board approved the increase in scope for the Community Recreation Center with the addition of two gyms bringing the total to four gyms. The County Manager presented a proposal formalizing the increase in scope for the two additional gyms. The original cost of the increase in scope was \$356,000 bringing the total cost of the project to \$34,947,500; however, after additional negotiations, staff was able to secure a reduction of \$16,000 bringing the increase in scope down to \$340,000.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the increase in scope of the Community Recreation Center by \$340,000 for the addition of two gyms bringing the total to four gyms.

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

D. Proposed Contract for Phase II of the Public Safety and Emergency Communications Systems Comprehensive Study

County Manager Geouque stated that at the Annual Pre-Budget Retreat, Board direction was given to develop a contract to complete a comprehensive study of public safety and emergency communications systems. Dr. Marvin Hoffman conducted and completed the study for the County. The County has been satisfied with Dr. Hoffman and his work product. Due to the departure of Mr. Jeff Virginia, former Director of Communications and Emergency Services, and the desire to keep the momentum going forward, staff would like to extend an additional offer to Dr. Hoffman for technical assistance and planning services regarding the County's emergency communications systems. The proposed contract is in the amount of \$14,000 and additional charges for travel which would be approved by the County Manager and would follow County policy regarding per diems.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to accept the contract with Mr. Marvin Hoffman in the amount of \$14,000 and additional charges for travel to be approved by the County Manager and to follow the County policy regarding per diems contingent upon the review of the County Attorney.

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

E. Proposed Renewals of Maintenance Agreements

1. VESTA
2. Console Infrastructure
3. Fixed Equipment
4. Subscribers
5. Centerline Maintenance

County Manager Geouque presented four maintenance contracts, as prepared by Ms. Elaine Griffith, E911 Addressing Technician. Four of the contracts are with Wireless Communications Inc. and one is with High Country Council of Governments for the County's E911 and Emergency Management Radio systems. The VESTA (Patriot System) Maintenance agreement is in the amount of \$57,580.32. The Console Infrastructure Maintenance agreement is in the amount of \$12,900. The Fixed Equipment Maintenance agreement is in the amount of \$10,080. The Subscribers Maintenance agreement is in the amount of \$4,872. The Centerline Maintenance contract with High Country Council of Governments is for an hourly rate in the amount of \$60.00; not to exceed \$7,200. All are included in the current budget.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the VESTA (Patriot System) Maintenance agreement in the amount of \$57,580.32; the Console Infrastructure Maintenance agreement in the amount of \$12,900; the Fixed Equipment Maintenance agreement in the amount of \$10,080; the Subscribers Maintenance agreement in the amount of \$4,872; and the Centerline Maintenance contract with High Country Council of Governments for an hourly rate of \$60.00 not to exceed \$7,200.

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

F. Proposed Lease with Tourism Development Authority (TDA)

County Manager Geouque stated that the Watauga County Tourism Development Authority (TDA) is requesting to lease space temporarily from the County in the East Annex. The space requested is in the former location of the Planning and Inspections offices. The time period would be a minimum of two (2) years while they secure a new location. The TDA would pay \$1,545 monthly. Funds generated from the lease could be utilized to renovate the building for new court purposes.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the lease with the Tourism Development Authority for space in the East Annex in the amount of \$18,540 annually as presented.

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

G. Out-of-State Travel Request - Sanitation

County Manager Geouque stated that Mr. Rex Buck, Operations Service Director, would like to visit Columbia, South Carolina, to evaluate a stationary shredder unit. If their equipment is suitable for our materials a mobile unit demonstration at the County's facility would be scheduled in September. The equipment has the potential to save the County money and allow for more efficient handling and disposal of materials. The director will drive down and back in the same day to reduce costs to the County.

Commissioner Turnbow, seconded by Commissioner Hodges, moved to approve the out-of-state travel request for Mr. Rex Buck as presented.

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

H. Bid Award Request for Fire Marshal Truck

County Manager Geouque presented the following bids for a new 1/2 ton 4x4 pickup truck to replace a 2007 F150 which will be used by the Fire Marshal's Office. Three vendors were solicited with two responses received. Asheville Ford was lowest responsive bidder in the amount of \$28,192.40. The total amount including tax and tag is \$29,044.17. In addition, the equipment up-fit for the vehicle is \$7,471.86. Adequate funds are budgeted in the current fiscal year to cover the purchase.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to award the bid to Asheville Ford for a 2018 Ford 150 4x4 pickup truck in the amount of \$29,044.17, which includes tax and tag, and to Dana Safety Supply, Inc., for the new vehicle equipment up-fit in the amount of \$7,075.44.

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

I. Appointment of the North Carolina Association of County Commissioners' (NCACC) Annual Conference Voting Delegate

County Manager Geouque stated that the North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 23-25, 2018, in Catawba County. Each county in attendance is required to select a voting delegate for representation at the Annual Business Meeting which is conducted as a part of the conference. Submission of the voting delegate is due August 17, 2018. Chairman Welch stated that he may be able to attend the meeting.

Chairman Welch tabled consideration of an appointment until the August 7, 2018, Board meeting.

J. Boards and Commissions

County Manager Geouque presented the following for consideration:

Social Services Advisory Board

Ms. Lynn Patterson is willing to be reappointed to the Social Services Advisory Board for a four-year term.

[Clerk's Note: Ms. Patterson was appointed earlier in the meeting at the request of Social Services Director, Mr. Tom Hughes.]

W.A.M.Y. Community Action, Inc. Board

Ms. Kelly Cox has indicated interest in serving as a Watauga County Public Representative on the W.A.M.Y. Community Action Inc., Board of Directors. W.A.M.Y. has requested the Board waive the 1st reading in order to expedite the appointment.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to waive the first reading and appoint Kelly Cox to serve as a Watauga County Public Representative on the W.A.M.Y. Community Action, Inc., Board of Directors.

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

K. Announcements

County Manager Geouque announced the following:

- The 111th NCACC Annual Conference will be held August 23-25, 2018, in Catawba County. Visit www.ncacc.org/AnnualConference for full information.
- The High Country Council of Governments' Annual Banquet is scheduled for Friday, September 7, 2018, at Linville Ridge.
- Vice-Chairman Kennedy shared a letter of appreciation from the Library.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 7:08 P.M., Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i), and Personnel Matters, per G. S. 143-318.11(a)(6).

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

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to resume the open meeting at 7:44 P.M.

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

POSSIBLE ACTION AFTER CLOSED SESSION

Chairman Welch stated that the County had the opportunity to purchase the Ginn House from Professional Holdings, LLC, at a purchase price of \$755,000 with Mr. Turner leasing the property for one year. The due diligence period will be until October 31, 2018, and the closing date was set for November 28, 2018.

County Manager Geouque requested the Board approve acquiring an updated appraisal for the property.

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the agreement for purchase and sale of real property located at 136 North Water Street, Boone, North Carolina, in the amount of \$755,000 subject to the terms and contingencies in the agreement and to direct the County Manager to obtain the services of Mr. Mike Sweeting to conduct an appraisal of the property.

VOTE: Aye-4(Welch, Kennedy, Hodges, Turnbow)

Nay-0

Absent-1(Yates)

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to adjourn the meeting at 7:50 P.M.

John Welch, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE AUGUST 7, 2018, AGENDA

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AGENDA ITEM 4:

BLUE RIDGE RESOURCE CONSERVATION & DEVELOPMENT FUNDING REQUEST

MANAGER'S COMMENTS:

Per Commissioner request, reconsideration of funding for the Blue Ridge Resource Conservation & Development is being sought. Mr. Jonathan Hartsell, Executive Director, will present information to the Board. No funding was allocated to Blue Ridge Resource Conservation & Development in the Fiscal Year 2018-2019 budget and the last time funding was approved was in 2010 in the amount of \$400. Blue Ridge Resource Conservation & Development is requesting \$3,000.

Board action is required should funding be approved.



Blue Ridge RC&D- Use of County Funds

County funds will be used to support the part-time employment of the Blue Ridge RC&D High-Country watershed coordinator. The High-Country watershed coordinator will provide education and outreach services to Watauga County citizens that will help promote responsible land management and water management practices. County funds will also be used for supplies (e.g. livestakes for creek repair, meeting supplies, equipment for river days and clean-ups, etc.) for local programs and projects.

Watershed Coordinator- \$2,000.00 (≥ 110 hours spent in Watauga County on programs or projects)

Supplies- \$1,000.00 (for programs and projects)

Watershed Coordinator Program Examples

East Yancey Toe Valley Day

June 1st @ Black Mountain Campground
9:00 a.m. - 2:00 p.m.

	<i>Salamanders</i>	<i>Elktoe Mussels</i>	<i>River Otters</i>	<i>Brook Trout</i>	<i>Water Bugs</i>
9:10 - 9:50	River Link 1	Mt. Mitchell State Park	River Art	River Link 2	Forest Health
10:00 - 10:40	Forest Health	River Link 1	Mt. Mitchell State Park	River Art	River Link 2
10:50 - 11:30	River Link 2	Forest Health	River Link 1	Mt. Mitchell State Park	River Art
11:30 - 12:00	Lunch	Lunch	Lunch	Lunch	Lunch
12:10 - 12:50	River Art	River Link 2	Forest Health	River Link 1	Mt. Mitchell State Park
1:00 - 1:40	Mt. Mitchell State Park	River Art	River Link 2	Forest Health	River Link 1

Students should bring:

- Change of clothes
- Shoes that can get wet
- Sack lunch
- Towel (optional)

For more information contact:
Toe-Cane Watershed Coordinator
404-414-6261
lnstreet1313@gmail.com

Shade Your Stream Workshop

Blue Ridge RC&D will be hosting workshops in Mitchell County on Thursday, November 2nd, and in Yancey County on Friday, November 3rd.

Live staking is a common practice that is sustainable for any landowner. It provides a low cost (or free) solution to unwanted stream problems. Join us for a live staking workshop to learn how you can stabilize your stream banks, and leave with live stakes to take home.

Workshop includes:

Indoor section: live staking, erosion, and bank stabilization
9:30-11:30

Lunch: lunch will be provided for those who register for workshop
11:30-12:30

Outdoor section: hands-on live staking on a stream bank
1:00-3:00

Mitchell County Workshop Location: Cross Street/Whitson Building, Spruce Pine
Yancey County Workshop Location: Yancey Extension Office, Burnsville

Register for workshop by emailing lnstreet1313@gmail.com or calling 404-414-6261
 Registration is limited to 20 people per workshop



Local Government Support for Blue Ridge RC&D

History:

The Blue Ridge Resource Conservation and Development council (RC&D) is a local 501(c) 3 non-profit organization that was chartered in 1992. We serve seven counties in northwestern North Carolina: Yancey, Mitchell, Avery, Watauga, Wilkes, Ashe & Alleghany. Our board is composed of local county residents that serve on the board voluntarily. Our mission is to improve the human and natural resources of our seven-county area to make it a better place to live, work, and play. Within that broad mission we have accomplished myriad projects that benefit northwestern NC.

The national RC&D program originally began as a program of the U.S. Dept. of Agriculture and received federal support. During the economic crash of 2009/2010, congress eliminated financial support for the RC&D program. Without federal financial support many RC&Ds ended up dissolving, but numerous RC&Ds learned to adapt and transition to a new financial model.

Our council is in a strong financial position, however we still seek local support for continued growth for our organization and multi-year programs.

Summary of projects benefiting **Watauga County**:

Rural Energy for America Program: Blue Ridge was awarded a grant from the USDA Rural Energy for America Program (REAP) to provide energy assessments and host informational workshops for our area. These funds are being used to assist local farmers and small businesses. Blue Ridge has worked with the county extension, soil and water district, chamber of commerce, and others to promote our free services. Blue Ridge helped secure **\$9,560.00** for "Cheap Joes Art Supply" for upgrading to more efficient light bulbs in the Boone warehouse. In addition, Blue Ridge helped secure **\$4,480.00** for "Against the Grain" farm to install a passive-solar greenhouse. Blue Ridge staff will continue working with pertinent Watauga County agencies and organizations to host information sessions for small businesses and farms to receive assistance in applying for these grants.



Natural Resource Conservation Service: Blue Ridge and 5 other RC&D's in NC were recently awarded a grant to assist NRCS in outreach in our communities. Blue Ridge will be conducting information sessions for farmers in Watauga County to learn about the NRCS programs specifically organic farming, energy conservation and high tunnel programs. We will be working in collaboration with the FSA, NRCS, Extension, and Soil and Water offices to host the informational meeting.

Middle Fork Greenway River Restoration Prioritization Plan Project: Blue Ridge RC&D, the High Country Council of Governments, and Blue Ridge Conservancy are working together to develop a prioritization plan for restoration projects along the expanding Middle Fork Greenway. Blue Ridge RC&D helped secure over \$25,000.00 to go towards this project. As the Middle Fork Greenway trail is being established, there is great opportunity to restore the river and tributaries, riparian buffer and provide habitat in areas where needed. A comprehensive River Restoration Prioritization Plan will guide these activities and contribute to the overall health of the corridor as the trail is developed.



ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
S. JAY ZIMMERMAN
Director

April 27, 2017

Shane Fox, Executive Director
High Country Council of Governments
468 New Market Blvd
Boone, NC 28607

Dear Mr. Fox,

I am pleased to announce that \$25,000 in financial assistance for a project located in your region has been approved by the State of North Carolina.

I congratulate the High Country Council of Governments on its sponsorship of the Middle Fork Greenway: River Restoration Prioritization Plan Project. This grant will provide financial assistance to create a River Restoration Prioritization Plan for a 6.5 mile corridor along the Middle Fork of the New River. Your efforts to integrate environmentally-sustainable water-based recreational development with watershed improvement efforts in your region are to be commended.

The Division of Water Resources within the NC Department of Environmental Quality will be contacting the Executive Director of the Blue Ridge Resource Conservation & Development Council soon to discuss the administrative requirements, including the signing of a grant contract with the State, for the use of state funds for this project.

Sincerely,

S. Jay Zimmerman, P.G.
Director, Division of Water Resources

CC: Jonathan Harisell, Blue Ridge Resource Conservation & Development Council, Inc.

Nothing Compares
State of North Carolina - Environmental Quality
1011 Mail Service Center | Raleigh, North Carolina 27699-1011
919 382 9800

Firewise USA: Blue Ridge entered with an agreement with the US Forest Service and the NC Forest Service to educate the citizens of our communities about the importance of taking steps to reduce wildfire risk. We have promoted the “Firewise USA” program, a free, easy hands-on community program that reduces risk. This program helps homeowners create a defensible space around their home that will help protect them in the event of a wildfire. Blue Ridge RC&D has worked with the Watauga County NCFs ranger, Watauga County Fire Departments, the Watauga County Fire Marshall, Cooperative Extension, communities (e.g. Seven Devils, Blowing Rock, etc.) and others.

Mailing Address: PO Box 782, Spruce Pine NC 28777
Phone: 828-284-9818



NC COOPERATIVE EXTENSION **FARM CREDIT** **SiteOne** **SOUTHERN AG**

Watauga Extension Professional Landscape Day
October 12th 2017

To make sure that you get credits you need: please sign the sheet for EACH class. While this may seem time consuming, it will allow those who can't stay all day, or only need certain credits to be there for just those classes. If you have more than one license sign a sheet for EACH license.

Time	Class	Pesticide Cert. Hours	Contractors License Credits	ISA Cert. Hours
8:15-8:30	Registration: \$10 to cover lunch			
8:30-9:30	Turf Diseases: Dr. Jim Kearns Associate Professor and Extension Specialist N.C. State University	LNDX	✓	
9:35-10:35	Update on Invasive Insects and Diseases: Leer Powell, ISA Certified Arborist and Paige Patterson, Watauga Extension Agent	LNDX	✓	✓
10:40-11:40	Demonstration: Planting trees and new staking and bracing techniques. Rob Reynolds, ISA Certified Arborist		✓	✓
11:40-12:40	lunch and visit with vendors			
12:40-1:40	Pesticide Safety on the Jobsite: Transportation, Spills, Personal Protective Equipment, OSHA Respirator Requirements	LNDX	Business	
1:45-2:45	Proper Sand Installation and Sealing of Pavers: Mike Sigmon, Site One Landscape Supply		✓	
2:50-3:50	Firewise Landscapes, Incorporating Fire Safety into Landscape Design and Services: Jonathan Hartsell Blue Ridge Resource Conservation and Development		✓	
3:55-4:55	The Struggle is Real Internet Marketing Tips and Tricks: Kelley St. Germain, Germain Media		business	

ROSETTA **MIRIMACHI GREEN** **BLUE RIDGE RESOURCE CONSERVATION & DEVELOPMENT**

Appalachian STATE UNIVERSITY
Laura England
Sustainable Development Department
Living Learning Center - Academic (LLA)
305 Studenheimer Drive
Boone, North Carolina 28606
828-262-7237 englandl@appstate.edu

May 1, 2017

Dear Jonathan & others at Blue Ridge RC&D,

On Friday April 28th, students in my course *Outreach Skills for Sustainability* successfully hosted the **Roots of Resilience Film Festival**. We had an enthusiastic audience, including students, faculty, staff and community members. If you're interested in watching or re-watching any of the films that were screened, you'll find links here: <https://isd.appstate.edu/central/roots-resilience-film-festival>.

We are so grateful for your participation in the documentary project. We recognized our partners at the beginning of the event and acknowledged the significant amount of time and ideas that you contributed to the making of the documentary about your organization. We hope that it will be a useful tool for you in your communications efforts.

Thank you for partnering with us on this project!

Much admiration,
Laura England
Laura England

P.S. I've enclosed a donation from Friday's audience contributions!

ROOTS OF RESILIENCE
FILM FESTIVAL
cultivating sustainable community in the high country

Rayla Jones, Jonathan Padgett, Courtney Sullivan, Kelly M. Jones, Nicholas Ekin, Morgan A. Decker, Jess Lingle, Natalie Wilber, Heidi Reed, Tom Cunningham, Rachelle, Jess Lingle, Natalie Wilber

High-Country Watershed Coordinator

Blue Ridge RC&D would like to emulate the services of the Toe-Cane Watershed Coordinator to include the High-Country area (Watauga, Ashe, Alleghany). The Toe-Cane Watershed Coordinator works to promote and provide environmental education programs for citizens in Avery, Mitchell, and Yancey Counties. Following an excellent 2017 outreach campaign, Blue Ridge RC&D plans to hire a part-time High-Country watershed coordinator to service the other Blue Ridge RC&D Northwestern NC counties. Programs are designed for all ages and citizen groups. School outreach program examples include: an exploration of local resources and landscapes, issues and solutions on how to improve and positively impact your watershed and community. River Field Days are coordinated and planned with partners (e.g. U.S Fish and Wildlife Service, North Carolina Wildlife Resources Commission, Soil and Water Conservation Districts, and other agencies and organizations) to set up stations for students which give them hands-on outdoor environmental education opportunities. Erosion and invasive species workshops can be provided through the Blue Ridge RC&D Watershed Coordinator along with partners such as the NC Cooperative Extension. Organized river clean-ups are also offered and coordinated with the help of community volunteers. The High Country Watershed Coordinator's services and programs will provide each community with environmental education and water quality improvement programs.

Mailing Address: PO Box 782, Spruce Pine NC 28777
Phone: 828-284-9818





What is Blue Ridge RC&D asking of you- one of our local government units?

Simply said we need your support. We are pushing for two full-time employees that will greatly increase our services to each county.

Blue Ridge has brought not only environmental benefits but also income to Watauga County. Last year Blue Ridge RC&D was successful in bringing over \$39,000.00 in project funds. Additionally, Blue Ridge RC&D has provided over \$10,000.00 in outreach time helping Watauga's communities better prepare for wildfires and helping Watauga's farms and small businesses take advantage of energy efficiency/renewable energy improvement opportunities.

Blue Ridge asks that each county we serve support these efforts at a minimum of \$3,000.00 per year if possible. Blue Ridge also understands that each county finances are different and hope you will consider supporting us at some level.

Sincerely,

Blue Ridge RC&D Council members

and Jonathan Hartsell- Executive Director

A handwritten signature in black ink, appearing to read "Jonathan Hartsell".



AGENDA ITEM 5:

PRESENTATION OF WATAUGA COUNTY COMMUNITY CHILD PROTECTION TEAM'S (CCPT) ANNUAL REPORT AND APPOINTMENT OF MEMBERS FOR 2018

MANAGER'S COMMENTS:

Ms. Gail Hawkinson will present the annual report for the Watauga County Community Child Protection Team. In addition, Ms. Hawkinson will provide a list of the Team members. The Child Protection Team is tasked with reducing the acts of abuse and violence against children in the County.

Board action is required to approve the annual report along with the member list.

Watauga County Community Child Protection Team

Watauga County Human Service Building
132 Popular Grove Conn
Boone, NC 28607

mailing address:
714 Queen Street
Boone, NC 28607



To: Mr. Daron Geouque
Watauga County Manager

From : Watauga County Community Child Protection Team and Watauga County Child Fatality Team

Re: Annual appointment of CCPT and CFT members for 2018-2019

Date: 07-25-2018

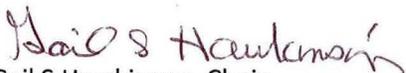
Dear Mr. Geouque:

On behalf of the Watauga County Community Child Protection Team, I request that the enclosed list of members to serve on the Watauga County Child Protection Team and the Watauga county Child Fatality Team be presented to the Board of Commissioners for their approval. I have included a brief, written report for the Commissioners on Watauga County's team status and summary of findings and activities. Also, enclosed is a copy of the outline of operations for the teams.

There remains two vacancies in the mandated membership –DA office and Guardian ad litem coordinator- both of which have been contacted to request a representative.

The Team is active and members report that they find it very useful for carrying on their own various agency/organization missions. The Team greatly benefits from Commissioner Billy Kennedy participation and appreciates the support from our County government officials.

Sincerely,


Gail S Hawkinson, Chair

Composition of the CCPT as detailed in NC G. S. 7B1407

2018-2019

1. County Director of DSS	Tom Hughes
2. Member of the DSS Director's staff	Chad Slagle
3. Local Law Enforcement Officer	Dee Rominger
4. Attorney from Office of the DA	vacant
5. Community Action Agency Director	Kira Cardwell(Children's Council)
6. Superintendent (designee) of school admin.	Dr. Paul Holden
7. Mental Health (LME)	Karen Brown
8. Member of Bd of DSS (Co. Commission)	Billy Kennedy
9. Guardian ad litem coordinator	McKenzie Kilpatrick
10. Local Health Care Provider	Dr. Robert Lonas
11. Director of Public Health (designee)	LeAnn Martin

Members at large

1. Chair, retired MH psychologist	Gail Hawkinson
2. OASIS community action agency	Michelle Grit
3. Appalachian HealthCare (AARHC)	Kim Greene
4. Mental Health Provider(Day Mark)	Dr. Murray Hawkinson
5. Watauga County Schools	Megan Langdon

Watauga County Community Child Protection Team

Watauga County Human Service Building
132 Popular Grove Conn
Boone, NC 28607

mailing address:
714 Queen Street
Boone, NC 28607

To: Watauga County Board of Commissioners
John Welch, chair
Billy Kennedy, vice chair
Jimmy Hodges, Larry Turnbow and Perry Yates

From: Watauga County Community Child Protection Team and Watauga County Child Fatality Prevention Team

Re: 2017 Annual report for Watauga County Community Child Protection Team

Date: 7-25-2018

Dear Commissioners:

Please accept this report from the Watauga County Child Protection Team and the Watauga County Child Fatality Prevention Team which includes;
Watauga County local report submitted to the N. C. Division of Social Services (summary).
Child Fatality Prevention Team report 2017annual report to the State (highlights)
Child Fatality Task Force Accomplishments (updated 4-18)
List of current CCPT members that will require approval from the Board of County Commissioners

The Community Child Protection Team (CCPT) is one of 100 teams mandated by G.S. 7B 1406. CCPT is a body of dedicated and concerned citizens representing agencies, organizations and the community-at-large that as a group function independently to address child protection and reduction of abuse and violence in the county.

The team is responsible for reviewing policies, procedures and practices of our local DSS in order to protect families, understand and to assist the County Director in the protection of children living in the family that is being reviewed, and to evaluate the extent to which the agencies are effectively discharging their obligation to serve children responsibly.

Mr. Billy Kennedy is the appointed Commissioner from The CC Board. Mr. Kennedy is an active member of both the CCPT and the CFPT and serves as liaison between those teams and this Board.

The Watauga County CCPT and the Watauga County CFT report to the Division of Human Services on findings and recommendations to enhance safety and improve opportunities for children in our community.

Other missions include, but are not limited to:

Providing a community endorsed approach to child protection for all children in the community;
 Understand causes of childhood deaths;
 Identify gaps or deficiencies in service delivery in public agency systems designed to prevent abuse, neglect, and death; and
 Make and implement recommendations for laws, rules, and policies that will support the safe and healthy development of our children and prevent future child abuse, neglect and death.

Meet federal and State law requiring case review by a citizen review panel for cases of child maltreatment fatalities. In North Carolina, CCPT is recognized as the citizen review panel (as required by the 1996 amendments to the Child Abuse Prevention and Treatment Act [CAPTA]). In 2017, this team had its first ever child maltreatment fatality review in Watauga county where the death was caused by abuse, neglect or dependency and where the family had received DSS child welfare services within 12 months of the child's death. This review occurred in November 2-3 ,2017. The results of that review and recommendations will be listed in Recommendation section.

Improve collaboration between agencies that serve families and children.
 Bring for review any case requested by a Team member. The purpose of the review is to identify whether gaps and deficiencies exist with the community child protection system which have impact on the incidence of abuse, neglect or dependency.

Summary of local report submitted to the N C Division of Social Services for 2017.

The Watauga CCPT Team met the State's requirements for meetings, membership, reviews and reports. The team reviewed 8 cases that met criteria.

Contributory factors to children being in need of protection used for selecting cases for review included:

Caretaker factors-drug abuse, emotionally disturbed, lack of child development knowledge and domestic violence in the home.

Child factors – other medical condition

Household factors-Domestic Violence, inadequate housing, financial problem and need public assistance.

Information used in reviewing cases:

Reports from members and/or case managers, case files, medical examiner's report, information on procedures and protocols of involved agencies

Number of children/youth in the 8 cases reviewed who needed access to:

Mental Health- 1

Developmental Disabilities (DD) 1

Number of cases reviewed identified as having parents or other caregivers who need:

MH 1

Substance abuse services-5

Domestic violence 3

Which imitations preventing children, youth and their parents or caregivers from accessing needed MH/SA/SA/DV services?

Limited transportation to services, funding to pay for services, stigma and lack of family support

Based on 2017 case reviews, what were team's top three recommendations for improving child welfare services:

Less rigid funding rules for child/youth/family case management services

For Medicaid rules to allow for family to keep health coverage while child removed in order to work on reunification plans.

The majority of DSS cases involve poverty-inadequate housing, lack of transportation, jobs without a living salary and health needs. (example of parents struggling with addiction not being able to afford dental care that would have prevented emergency dental tx requiring pain killers.

In order to ensure that children, youth, and families have the mental health services required for promoting child safety, child permanency, and child and family well-being, our Team supports the following action steps.

Work with state-level agencies and family and child associations to reach cross-system definitions of services, timelines, and response times.

Assist families in accessing needed mental health services including providing subsidies for Medicaid-ineligible family, transportation especially in rural areas, and translation/interpretation for non-English speaking families.

Promote education on what services are available within communities for families.

Recommendations specific to the State Child Fatality Review;

Funding to allow for better access to quality mental and behavioral health care is needed. It is recommended that the Division and primary medical care system establish new standards for linking individuals who are testing positive for illicit substances to evidence-based substance abuse screening, assessment and treatment programs in a timely manner;

Creation of a task force to further explore and seek to address the community's housing needs.

The most frequent contributory factors that led to the maltreatment based on the cases that were reviewed in Watauga County during 2013 were (1) substance abuse involved families, while domestic violence, parent employment status (un- or under-employed), and limited family support all tied for number 3 by data analysis of cases reviewed. This finding has been consistent for a number of years.

It is important to note that this data is taken strictly from the selected and small number of cases reviewed by this team and not reflective of overall reporting of abuse/neglect.

Watauga County Child Fatality Prevention Team is a blended team between child fatality prevention and community child protection. CFT meets quarterly and had 2 deaths to review in 2017.

Summary of 2017 Local Child Fatality Prevention Team Activity.

The Watauga Child Fatality Prevention local team is part of N. C. Child Fatality Prevention System and was established by the General Assembly, through Article 7B-1400 through 7B-1414 in 1991. Since its establishment, the child death rate in North Carolina has decreased 45%. LeAnn Martin, is CFT team leader.

Meetings conducted: 4

Cases reviewed (2 reviews, 1 local and 1 State)

Purpose of the Child Fatality Prevention System :

Develop a communitywide approach to child abuse and neglect;

Understand causes of childhood deaths;
Identify gaps or deficiencies in service delivery in public agency systems designed to prevent abuse, neglect, and death; and
Make and implement recommendations for laws, rules and policies that will support the safe and healthy development of our children and prevent future child abuse, neglect and death.

Training needs identified:

Safe sleeping, motor vehicle safety, prematurity and perinatal issues, supervision of children, suicide prevention.

The local team leaders of Child Fatality and Child Protection Team attended the N. C. Child Fatality Prevention System Summit representing Watauga County in April 2018 in Raleigh for training and collaborative efforts with other teams and State leaders.

We are indeed fortunate in Watauga County that providers (both non-profits, private partnerships and governmental), agencies, schools and health providers work cooperatively in identifying and attempting to find resources for our children and families. Our team is one of several collaborative that meet on a regular basis for the goal of providing support and treatment resources for our families and children. Your support is greatly needed and appreciated.

Watauga CCPT team respectfully requests your acceptance and approval of this report as well as approving the membership list.

Please contact me or any member of these teams if you have question or desire more information or questions.

Thank you for your attention and support.

Sincerely,


Gail S Hawkinson, Chair

Child Fatality Task Force



Our Children, Our Future,
Our RESPONSIBILITY

Child Fatality Task Force Accomplishments*

Since creation of the Child Fatality Task Force in 1991, the child death rate in North Carolina has decreased 45%. A broad range of Task Force initiatives have played a significant role in protecting North Carolina's kids. Each year, about 1000 hours of volunteer time goes into creation of the Task Force agenda and implementation of its initiatives. *Some* of those initiatives are explained here, divided according to three Task Force subject committees.

Unintentional Death Prevention

Unintentional deaths are those due to accidents such as motor vehicle accidents, poisoning, fire, drug overdose, or other causes. North Carolina has been a national leader with some of the policies below that address child safety and injury reduction.

Teen Driving: North Carolina passed one of the first and most effective graduated driver license (GDL) laws in the nation. Since that time, crashes among 16 year-olds have declined 38% while fatal and serious-injury crashes declined by 47%. The CFTF also supported efforts to ban cell phone use by teens and to enforce "zero tolerance" for alcohol use among young drivers. The GDL has been modified as need to keep up with new research, such as limiting the number of passengers. Additionally, the CFTF supported the effort for "vertical licenses" so this identification quickly reveals who is under age 21.

Car seats: The CFTF advanced child passenger safety laws passed (1994 for infant seats; 2004 for booster seats) as well as a two-point penalty increase for drivers who do not assure that young passengers are appropriately restrained (2000), and a law to promote proper installation of safety seats by limiting the liability of child passenger safety technicians and volunteers.

Other vehicle safety: The CFTF recommended legislation requiring use of rear-seat safety belts by all passengers (2006) The CFTF supported limits on the use of all-terrain vehicles for children as well as safety training requirements (2005), and advanced legislation raise the minimum age for a person riding in the back of a pickup truck to 16 and removing an exemption for small counties (2008).

Prescription and Other Drug Misuse: In 2011, the CFTF promoted the ban of the sale of dangerous synthetic substances. In 2013, 2015, 2016, and 2017 the CFTF advanced improvements to the Controlled Substances

* This document was updated April, 2018.

Reporting System (CSRS) to reduce unnecessary prescriptions and more quickly identify potential misuse or abuse. The CFTF has been highly supportive of the drug-take back program Operation Medicine Drop, which has helped result in clearing millions of controlled substances out of medicine cabinets. The CFTF has also been supportive of efforts to increase access to an overdose reversal drug, naloxone.

Driving while impaired: The CFTF has advanced laws to designate impaired driving with a child in the vehicle as an aggravating factor (1993) and then an increase in the penalty (2011). The CFTF also promoted increasing the fee to restore a driver's license lost due to impaired driving with the funds being directed towards enforcing impaired driving laws and deterrence activities (2010). The CFTF also endorsed legislation requiring "zero tolerance" for alcohol measured in the blood or breath of underage drivers.

Smoke alarms/CO alarms: The CFTF advanced a penalty for landlords who fail to install smoke alarms in rental units and for tenants who disable them (1998); this measure was updated to incorporate new battery advancements in 2012. The CFTF also advanced a law requiring carbon monoxide detectors in certain rental properties (2008).

Gun safety: The CFTF convened a subcommittee including Safe Kids, the National Rifle Association and North Carolinians Against Gun Violence to create a consensus brochure in 2007 on gun safety tips; this brochure is still being distributed and is available online via Safe Kids. In 2017, the CFTF convened a similar firearm safety stakeholder group whose recommendations for creation of a statewide firearm safety initiative will be on the 2018 CFTF Action Agenda.

School bus/zone safety: The CFTF recommended a measure to allow pictures taken of drivers committing a stop arm violation as acceptable evidence for conviction and makes it a felony if a student is killed due to an illegal pass of a stopped school bus (2009). A 2011 measure advanced by the CFTF increased the fine for speeding in a school zone. In 2017 the CFTF endorsed legislation addressing school bus safety, and a law was passed that authorizes civil penalties for passing a stopped school bus and the utilization of school bus cameras to facilitate automatic civil enforcement.

Skin cancer: In 2015, the CFTF advanced a law that prohibits tanning bed operators from allowing persons under age 18 to use their equipment.

Poisoning: In 2015, the CFTF advanced legislation that prohibits the sale of e-liquid containers without child-resistant packaging and without labeling indicating that contents contain nicotine. The CFTF has also supported funding Carolina's Poison Control Center.

Intentional Death Prevention

Violent – or intentional deaths – are some of the most disturbing deaths to children and one of the reasons the CFTF was created. The CFTF has advanced a number of initiatives to help prevent abuse and neglect, strengthen treatment and family function, and reduce violence against self or others.

Caseload reductions and improved services to abused and neglected children: The caseloads of Child Protective Services staff was cut by a third from 1991 caseloads. This reduction allows staff additional time to provide services to vulnerable children to better assure that they can grow up in permanent, stable families. The CFTF advanced the original pilot of Family Preservation Services (1992) and home visiting services (1997). In 2014, the CFTF supported additional funding to DSS to help keep children safe in their own homes.

CPS Hotline and other reporting: The CFTF promoted the funding that led to the creation of a Child Protective Services hotline in each county so that suspected cases of abuse and neglect can be reported and responded to in a timely fashion. In 2008, the CFTF advanced legislation to require hospitals and physicians to report serious, non-

accidental trauma injuries in children to law enforcement. In 2014, the CFTF advanced with the Medical Board a requirement that doctors be trained in recognizing and reporting abuse and neglect.

Improved diagnosis and treatment for children who are allegedly abused or neglected: The CFTF promoted funding for training for child sexual abuse investigations (1995); the CFTF has also advanced funding the Child Medical Evaluation Program (1992, 2009, 2012-2014) and Child Advocacy Centers (2012- 2016). In 2013, the CFTF promoted creation of an implementation platform, the Child Treatment Program, to assure evidence-based treatment with fidelity for children who had experienced trauma. In 2017, the CFTF advanced recurring funding to the Child Medical Evaluation Program to increase reimbursement rates to align with regional rates.

Prevention of abuse and neglect: The CFTF recommended creation of “Kids First” license plates with proceeds going to the NC Children’s Trust Fund to prevent abuse and neglect (2002). Work of the CFTF in 2006 helped lead to the creation of the Child Maltreatment Leadership Team which promotes a public health approach to preventing abuse by fostering safe, stable and nurturing relationships.

Court Improvements: The CFTF advanced legislation to move adoption proceedings from Superior Court to District Court as a first step toward family court (1995). The Court Improvement Project (1998) helps cases of child abuse and neglect move through the system more quickly so that children can be adopted or reunited with their biological family. This improved process led to the number of children with 3 or more placements to be reduced by half. A 2000 CFTF proposal helped streamline termination of parental rights.

Definition of Juvenile: The CFTF recommended broadening the definition of dependent juvenile so that the local Department of Social Services could provide services when parents were unable to provide care for a variety of reasons, including incarceration (1997).

Clarified or strengthened penalties: In 1994, the CFTF worked to increase the penalty for illegally selling a gun to a minor. The CFTF endorsed strengthening penalties when methamphetamine is manufactured in a location that endangers a child (2004). The CFTF promoted efforts to strengthen the sex offender registry law in 2006. In 2008 the CFTF recommended increasing the criminal penalty for misdemeanor child abuse and to amend the criminal offense of felony child abuse. The CFTF supported legislation to prohibit the unlawful custody transfer of a child (2016).

Juvenile Justice: The CFTF supported several measures relating to Family Resource Centers, Wilderness Camps and other resources for youth in trouble, as well as diagnostic assessments for all children in “training schools” (now Youth Development Centers).

Perinatal Health

North Carolina infant mortality rates have declined since inception of the Task Force. Most child deaths are to infants under age 1. Research consistently demonstrates that healthy birth outcomes are due to a variety of interwoven factors.

Perinatal Tobacco Cessation and Prevention. The CFTF has supported funding for You Quit Two Quit, a perinatal tobacco cessation and prevention program that addresses the impact of tobacco on perinatal health (2016, 2017).

Birth Defects Monitoring: The CFTF has endorsed efforts to assure monitoring of birth defects (2006, 2007), a significant cause of infant mortality.

Perinatal Best Practices: The CFTF supported funding to help create the Perinatal Quality Collaborative of NC to implement perinatal best practice projects in NC hospitals.

Infant Safe Sleep: The CFTF has supported various efforts to promote Safe Sleep and reduce SIDS (2007--2009, 2013 – 2016). Today, 75% of NC moms put their babies to sleep on their backs – a significant improvement from the 42% that did so in 1997.

Preconception Health: The CFTF has supported funding for folic acid and other strategies to promote preconception health of women and prevent birth defects (2006, 2009, 2011 – 2016).

Preterm birth prevention. The CFTF supported funding for and training to help medical providers best deliver 17-P, a drug proven to reduce preterm birth by 33 percent (2006 – 2016), earning NC recognition as a leader in this regard from the National Conference of State Legislators. In 2013 the CFTF advanced legislation to incorporate into the Healthy Behaviors Curriculum information about preventable risks for preterm birth.

High-Risk Maternity Care: The CFTF has supported funding to maintain high-risk maternity care services in the eastern part of the state (2010, 2012-2016).

Pulse Oximetry: The CFTF supported a quick and inexpensive test that screens newborns for certain congenital heart disease (2013).

Breastfeeding: The CFTF convened a subcommittee on the issue of breastfeeding. This work helped lead to a grant for a social marketing campaign and development of State Personnel policies for state offices to be “breastfeeding friendly,” serving as a model policy shared with municipalities. The CFTF also worked on implementation of Medicaid coverage of medical lactation support services (2014 – 2017).

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AGENDA ITEM 6:**MAINTENANCE MATTERS*****A. Bid Award Request for East Annex Reroof Project*****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will present bids for the East Annex building roof replacement. \$142,000 was appropriated for the Fiscal Year 2018-2019 budget. Initial bids were received on June 28th with the lowest responsive bid in the amount of \$221,551, \$79,551 over budget. The bids were rejected and rebid with the demolition of the chimney removed and bid separately. The second round of bids was received on July 24th with the lowest responsive bid in the amount of \$203,745 (\$177,950 base bid, \$17,795 architect fees, and \$8,000 chimney demolition), \$61,745 over budget. Staff has identified funds to be repurposed from paving and striping in the current budget to cover the \$61,745 overrun.

Staff recommends the Board accept the lowest responsive bid from WaynCo in the amount of \$177,950 and the reallocation of \$61,745 from paving and striping to cover the total cost of \$203,745 which includes \$17,795 for architect fees and \$8,000 for chimney demolition.



WATAUGA COUNTY

MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

DATE: August 1, 2018

RE: Bid Award Request

BACKGROUND

The roofing shingles on the East Annex building were installed twenty years ago in 1998. Currently, the shingles are mostly weather tight but showing signs of deterioration. A \$140,000 metal reroofing project budget was approved for construction in FY 18-19. Jones Architecture was selected to provide design services and contract administration for this project. Mr. Jones conducted a bid opening on June 28, however, staff rejected all bids due to the high prices received during this first round of bidding. A second bid opening was conducted on July 24.

BID SUMMARY

6/28/18 BIDS (REJECTED)	
LaFave's Construction, Landis, NC	\$370,000
Southern Metal Systems, Wendell, NC	\$278,000
Wishon and Carter, Inc., Yadkinville, NC	\$201,410

7/24/18 BIDS	
Greene Construction, Boone, NC	\$209,152
LaFave's Construction, Landis, NC	\$354,200
WaynCo Roofing, LLC, Matthews, Inc.	\$177,950
Wishon and Carter, Inc., Yadkinville, NC	\$204,711

STAFF RECOMMENDATION

Staff recommends the low bidder, WaynCo Roofing, LLC.

David R. Jones Architecture

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

July 31, 2018

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

PROJECT: Watauga County East Annex Reroof Project
PROJECT #: 2018-5
RE: Recommendation to Award a Contract

Dear Mr. Geouque:

Please be advised that bids were received on Thursday, June 28, 2018, and publicly read aloud for the above mentioned project. I have attached a copy of the Final Bid Tabulation Sheet (6-28-2018) for your reference. Eleven general/roofing contractors were invited and requested plans and specifications. We had a Mandatory Pre-Bid Conference where six of the eleven contractors attended and three contractors actually submitted bids.

Wishon & Carter Builders, Inc. was the apparent, low bidder with a Base Bid amount of \$201,410.00. Second place was Southern Metal Systems with a Base Bid amount of \$278,000.00 and third was LaFave's Construction Co. Inc. with Base Bid of \$370,000.00. The differences were \$76,590.00 between the lowest bidder and second place and \$168,590.00 between the lowest bidder and third place. Alternate Number One was for the contractors to give us an alternate price to delete the galvalume steel metal panels and provide an aluminum metal panel. Those ADD alternates were +\$8,532.00 (low bidder), +\$14,000.00 (second place) and +\$25,900.00 (third place). Bidders also had their number of calendar days listed from 90 days to 100 days to substantial completion of the project.

These bids, alternate prices and number of calendar days were reviewed by Deron Geouque, Robert Marsh and me and we determined that we had a competitive bid process but were not successful in receiving any low, responsible bids near our original budget. Also, none of the three bids were even close to each other and the alternates were not comparable, with a similar spread.

The original total budget that Robert Marsh and I were working with was at around \$140,000.00 which included architectural fees. This budget amount was calculated after we met with and discussed the project scope with manufacturing consultants and reps.

All of the bids were rejected and the project was re-advertised. The project had some demolition which removed the existing stone masonry chimney and cap. The chimney was built right in the valley and the area has been the source for several roof leaks. The demolition portion of the work was removed from the plans and Watauga County would handle this work directly. This was in hopes that Robert Marsh and the County could perform this work as cost effectively as the contractors and reduce their costs. The project was advertised in the Charlotte Observer, Watauga Democrat and was listed in plan rooms, iSqFt, Bid Clerk and The Blue Book in an attempt to gain more interest from more prospective bidders. I also contacted all previous bidders from the first bid that the project would be re-bid and give the opportunity for some that did not get to bid the first time. We did pick up a few additional bidders.

The re-bid was held on Tuesday, July 24, 2018 and we received bids from four contractors. I have attached a copy of the Final Bid Tabulation Sheet – Re-Bid (7-24-2018). WaynCo Roofing was the apparent, low bidder with a Base Bid amount of \$177,950.00. Second place bidder was \$204,711.00 (but with an incomplete bid form), third place was \$209,152.00 and fourth at \$354,200.00.

WaynCo Roofing, LLC at \$177,950.00 is \$23,460.00 lower than the first round low bidder, Wishon & Carter Builders, Inc. at \$201,410.00, so it was definitely a good decision to re-bid the project to get the lower bid price. That amount is still over the original project estimated budget. Some things that we have discussed that have made this a confusing and hard to understand bid project are as follows:

- The first bid round, three bids were not even close together, with the high bid @ \$370,000.00. The alternate #1 bid amounts were not close together as well.
- The first round low bidder's second round bid was \$3,301.00 higher and we had removed the demolition portion of the work.
- The first round bid alternate #1 amounts were \$8,532, \$14,000 & \$25,900 compared to the second round bid amounts of \$19,582, 25,900 & \$32,000. Note one roofing contractor estimator said that the alternate amounts should be closer together since they were only for switching to the aluminum material and not associated with any labor.
- The first round low bidder, Wishon & Carter is a general contractor who had to sub out the re-roof work to a roofing sub-contractor. They were lower than the other two bidders who specialize in roofing work.
- The high bidder in the first and second rounds of bidding had bids of \$370,000 and \$354,200 respectively with 240 calendar days. These do not seem to be close or comparable to the lower bids.

The following is a list of some items that were added to the project after the original budget that would have increased the estimated budget amount:

1. Stainless steel downspout boots were added to protect downspouts along pedestrian walkways. Existing aluminum downspouts have been damaged.
2. A Galvalume Substrate Warranty of 25 years was added to the specifications.

3. A Panel Manufacturer’s Single Source Weathertightness Warranty of 20 years, No Dollar Limit was added.
4. Re-paint roof hatch and roof vent pipes.
5. There was not any amount factored in for working in an occupied/small staging site.

I have also attached a letter from Metal Roofing Systems, Inc., a metal roofing supplier indicating 20% and 10% steel and aluminum price increases since the first of this year.

It has been discussed about the possibility of going back with an asphalt shingle roof. We could probably re-roof the building three times with asphalt shingles for the same cost of the metal roofing cost. There of course is the inconvenience, down time, etc., for three reroof projects that the County would endure. Also, the original plans for the Watauga County Library called for a standing seam metal roof. Due to overages, the metal roof was “value engineered” out of the project and asphalt shingles were installed. The asphalt shingle roof after a few years started having problems and the County ultimately reroofed back with a standing seam metal roof.

It is so hard to predict a bid market from one day to the next when there are so many volatile factors like bid market, supply and demand, price increases, work schedules, etc., to determine if an Owner should wait or proceed. These steel and aluminum current costs may back off and return to previous first of the year prices, but when and if are the big questions. In my opinion, if the County wants to continue upgrading their facilities to new metal roofing, then they should probably proceed with this low bidder now rather than wait. The odds are that the costs will probably be more down the road than less.

The Revised Total Cost for the project will be as follows:

WaynCo Roofing, LLC Contract amount	\$177,950.00
Architect’s Fee	17,795.00
<u>Demolition cost by County (estimated by Robert)</u>	<u>8,000.00</u>
TOTAL REVISED PROJECT COST	\$203,745.00

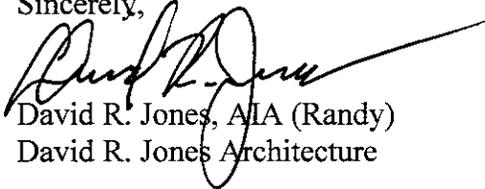
Total Revised Project Cost	\$203,745.00
<u>Original Estimated Project Costs</u>	<u>- \$140,000.00</u>
Difference	\$63,745.00

The proposed Contract Sum shall be for the Base Bid amount of \$177,950.00. The Base Bid amount includes a Contingency Allowance amount of \$5,500.00. Any unused contingency allowance amounts will be credited back to the County by Change Order at the end of the project.

WaynCo Roofing, LLC, NC License # 47607, maintains an active (valid), intermediate roofing contractor’s license according to the North Carolina Licensing Board for General Contractors website.

I hereby recommend to the Watauga County Board of Commissioners that WaynCo Roofing, LLC be awarded the contract for the above mentioned project for the Contract Sum of \$177,950.00 and ninety (90) calendar days for the contract time. If anyone has any questions, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "David R. Jones", with a long horizontal flourish extending to the right.

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

Attachments: Final Bid Tabulation Sheet – 6/28/18, Final Bid Tabulation Sheet – Re-bid – 7/24/18 and Metal Manufacturer’s Letter (7-24-2018)

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

Boone, North Carolina

Proj.: 2018-5

BID DATE:
6/28/2018**SINGLE PRIME GENERAL CONTRACT**

Contractor	Bid Sec.	Lic. #	Cal. Days	Addenda			MBE D or F	Alts.				Base Bid Amount
				1	2			One				
Enterline & Russell Builders, Inc 176 West Cornish Rd. Blowing Rock, NC 28605		NO BID										\$
LaFave's Construction 100 Cold Water St. Landis, NC 28088	BB	29071	90	X	X		F	25,900				\$370,000.00
Lost Ridge Construction 755 Hwy. 105 Bypass, Suite #1 Boone, NC 28607		NO BID										\$
Southern Metal Systems 6389 Appalwhite Rd. Wendell, NC 27591	BB	41319	100	X	X		F	14,000				\$278,000.00
Wishon & Carter Builders, Inc. 1412 West Main St. Yadkinville, NC 27055	BB	8629	90	X	X		D	8,532				\$201,410.00
VPC Builders, LLC 2059 Tynecastle Hwy. Banner Elk, NC 28604		NO BID										\$
												\$

BID TABULATION SHEET

David R. Jones Architecture

285 Deer Crest Lane
P.O. Box 1247

Boone, North Carolina 28607
828-386-4088 Office

Watauga County East Annex Reroof Project

Boone, North Carolina

Proj. : 2018-5

BID DATE:
6/28/2018

SINGLE PRIME GENERAL CONTRACT

Contractor	Bid Sec.	Lic. #	Cal. Days	Addenda			MBE D or F	Alts.				Base Bid Amount	
				1	2			One					
													\$
													\$
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FINAL BID TABULATION SHEET**David R. Jones Architecture**285 Deer Crest Lane
P.O. Box 1247Boone, North Carolina 28607
828-386-4088 Office**Watauga County East Annex Reroof Project - Re-Bid**

Boone, North Carolina Proj. :2018-5

BID DATE:
7/24/2018**SINGLE PRIME GENERAL CONTRACT**

Contractor	Bid Sec.	Lic. #	Cal. Days	Addenda				MBE D or F	Alts. One	Base Bid Amount
				1	2	3	4			
Baker Roofing Co. Greensboro 7922 Industrial Village Rd. Greensboro, NC 27409		NO BID								NO BID
Davis Brothers Roofing of Asheville. 929 New Leicester Hwy., Suite 4 Asheville, NC 28806		NO BID								NO BID
Greene Construction, Inc. 525 George Wilson Rd. Boone, NC 28607	BB	1610	90	X	X	X	X	D	19,582	\$209,152.00
LaFave's Construction 100 Cold Water St. Landis, NC 28088	BB	29071	240	X	X	X	X	F	25,900	\$354,200.00
Southern Metal Systems 6389 Appalwhite Rd. Wendell, NC 27591		NO BID								NO BID
VPC Builders, LLC 2059 Tynecastle Hwy. Banner Elk, NC 28604		NO BID								NO BID
WaynCo Roofing, LLC P.O. Box 3221 Matthews, NC 28106	BB	47607	90	X	X	X	X	D	32,000	\$177,950.00

FINAL BID TABULATION SHEET

David R. Jones Architecture
 285 Deer Crest Lane
 P.O. Box 1247
 Boone, North Carolina 28607
 828-386-4088 Office

Watauga County East Annex Reroof Project - Re-Bid
 Boone, North Carolina Proj. : 2018-5

BID DATE:
 7/24/2018

SINGLE PRIME GENERAL CONTRACT

Contractor	Bid Sec.	Lic. #	Cal. Days	Addenda						MBE	Alts.		Base Bid Amount
				1	2	3	4						
Wishon & Carter Builders, Inc. 1412 West Main St. Yadkinville, NC 27055	BB	8629	BLNK	X	X	X	X			D	BLNK		\$204,711.00
													\$
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													\$

**METAL ROOFING**

S y s t e m s , I n c

July 24, 2018

Attn: To whom it may concern

Re: Watauga County East Annex, Boone, NC

Metal Roofing Systems, Inc. is a potential supplier for the above-mentioned project. Over the past year, our industry has experienced multiple price increases on our primary raw materials (Galvalume steel and Aluminum) due to domestic production volume and the 25% steel and 10% aluminum tariff signed by President Trump on March 1st, 2018. Pricing in 2017 was relatively stable in our industry. However, MRS received notice of price increases of 5% on January 1, 2018 on our purchased steel products. We have subsequently received another 5% on steel and aluminum in April, 5% on steel and aluminum in May, and are expecting another 5% on steel in September. These 20% and 10% increases, respectively, are directly related to the tariffs imposed on foreign materials. With this tariff being imposed, the domestic producers cannot make up the over 100 million tons of capacity that foreign production provides annually. Therefore, their pricing has and will continue to rise until they are in line with the imported products.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Sigmon', is written over a light blue horizontal line.

Ryan Sigmon
Technical Representative
Metal Roofing Systems, Inc.
704-820-3110
ryan@metalroofingsystems.biz

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AGENDA ITEM 6:**MAINTENANCE MATTERS*****B. Bid Award Request for Industrial Lot Paving*****MANAGER'S COMMENTS:**

Town of Boone staff has approved the paving of the Industrial and Anne-Marie parking lots. These lots are part of the overall plan to provide parking for the new community recreation center, baseball and soccer fields, and greenway usage. Per the long term lease with the Town of Boone, Town Council approval is required to pave the lots. Town Council approval will be sought once the Board of Commissioners have approved the paving bid. In addition, the County is partnering with ASU to construct a paved greenway connector (see attachment labeled Greenway Connector) from the Complex Drive entrance to the University's State Farm parking lot. The greenway will help facilitate student pedestrian traffic from State Farm parking lot to the new health and science building and provide additional walking opportunities for residents and visitors. Town Council approval for the greenway connector will be requested at the same time as the paving request. At present time, no funding from the Town of Boone has been requested even though these projects will expand their greenway and provide parking for both the greenway and Mayor's park.

The paving of the parking lots are needed to maximize the total amount of parking spaces. Staff received four bids with Boone Paving being the lowest responsive bidder in the amount of \$69,000. Board action is required to accept the bid from Boone Paving in the amount of \$69,000 to pave the Industrial Field parking lot and seek Town of Boone approval for the paving of the parking lots and the greenway trial.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manger

FROM: Robert Marsh, Maintenance Director 

RE: Industrial Field Parking Lot Improvement Bid Award Request

DATE: August 1, 2018

Background

Maintenance solicited bids for paving the existing gravel parking lot at the Industrial Field in April 2018.

Bid Summary

Bids were solicited from six contractors. Boone Paving submitted the lowest bid of \$69,000.

Fiscal Impact

This project was requested by the County Manager and was included in the FY 18-19 budget.

Recommendation

Staff recommends the low bidder, Boone Paving, for this project in the amount of \$69,000.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

BID FORM

PROJECT: Industrial Field Asphalt Paving, Hunting Hills Lane, Boone, NC.

INSTRUCTIONS TO BIDDERS: Bids shall be submitted by mail, e-mail or in person to the Watauga County Maintenance Department by 2:00 p.m. on Thursday, April 26, 2018, at 274 Winklers Creek Road, Suite B, Boone, NC 28607. Please contact Robert Marsh, Maintenance Director, at (828) 264-1430 or robert.marsh@watgov.org if you have questions regarding this project.

SCOPE: This project scope includes all materials and labor necessary to pave approximately 28,726 SF of existing gravel lot with 2" layer of asphalt binder and 1 1/2" layer of surface asphalt. Contractor shall add 2" of gravel to existing gravel and compact. Contractor shall include striping of (6) Handicapped spaces and (64) regular parking spaces.

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

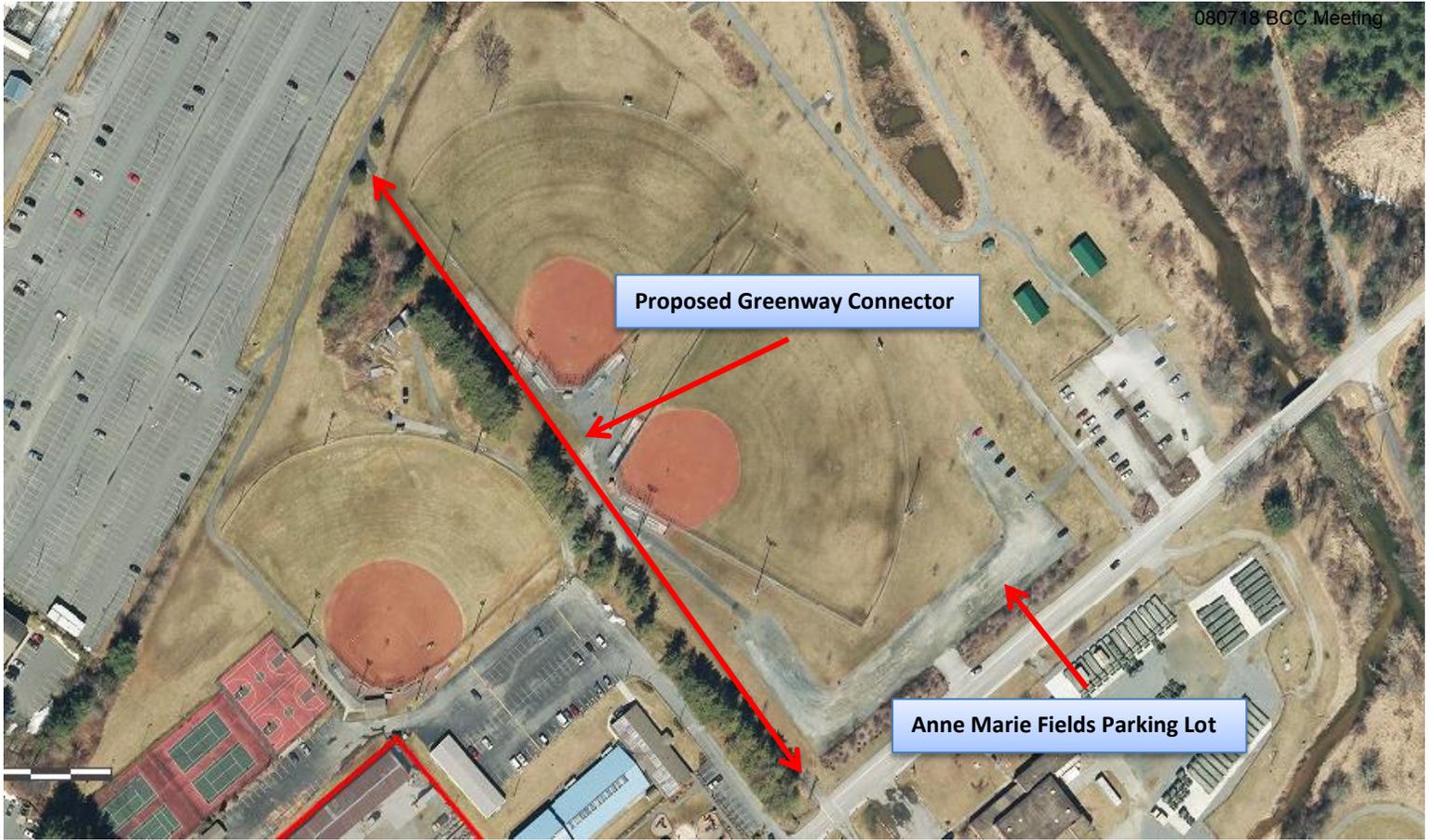
BID:

BOONE PAVING & ASPHALT, INC. bids \$ 69,000.00
(Name of Contractor) (Amount of Bid)

[Signature] _____ Date 8/1/18
Signature of Contractor

271 DOVE ACRES
VILAS NC 28692

Address



AGENDA ITEM 7:**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)/COUNTY
MEMORANDUM OF UNDERSTANDING (MOU) PURSUANT TO G. S. 108A-74
UPDATE****MANAGER'S COMMENTS:**

At the June 19th meeting the Board tabled action on the Memorandum of Understanding MOU with the NC Department of Health and Human Services (DHHS). Mr. Tom Hughes, Social Services Director, presented the MOU with the NC Department of Health and Human Services for consideration. The MOU is required per NCGS 108A-74. Counties are required to enter into annual written agreements for all social services programs other than medical assistance. The law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services program. Mr. Hughes stated that thirty-four counties had submitted a cover letter with their MOU citing reservations with the MOU and other counties added a writ to the end of their signed MOUs. Many of the MOUs that included the writ were returned with a request from the State to resubmit the MOU without the writ attached. The MOU's with the letters attached were accepted. County Attorney di Santi presented a proposed resolution to accompany Watauga County's MOU. The resolution states that the County signed the MOU with reservation and requests DHHS consider modifying the mandatory criteria and benchmarks imposed by the MOU to address small counties. The resolution also request DHHS to reconsider the oversight, compliance and enforcement process.

After discussion, Vice-Chairman Kennedy, seconded by Commissioner Hodges, moved to approve the Memorandum of Understanding and adopt the "Resolution Regarding the HB 630 Required Agreement Between the North Carolina Department of Health and Human Services ("DHHS") and Watauga County, North Carolina (the "County") and the Watauga County Department of Social Services ("DSS")."

NCDHHS sent notification they were in receipt of the County's request and are unable to sign the documents provided. NCDHHS is requesting the County resubmit the signed MOU without any attachments or edits to the language.

Staff seeks direction from the Board.

From: Deron.Geouque
Sent: Monday, July 23, 2018 1:07 PM
To: Penny, Paris
Cc: Becketts, Michael; Black, Wayne E; Tom.Hughes; Anita.Fogle
Subject: RE: Request for Resubmission - MOU FY2018-2019

Thank you Ms. Paris. I will relay your concerns to the Board of Commissioners for their consideration and discussion at the next Board meeting on August 7, 2018. I will keep you informed of the progress made.

Thank you.

Sincerely,

Deron Geouque
Watauga County Manager
814 West King Street
Boone, NC 28607
(P) 828-265-8000
(F) 828-264-3230
Email Deron.Geouque@watgov.org

From: Penny, Paris [<mailto:paris.penny@dhhs.nc.gov>]
Sent: Monday, July 23, 2018 9:44 AM
To: Deron.Geouque
Cc: Becketts, Michael; Black, Wayne E; Tom.Hughes; Anita.Fogle
Subject: Request for Resubmission - MOU FY2018-2019
Importance: High

Sending on behalf of Michael Becketts.

We are in receipt of Watauga County's MOU and the accompanying Signing Statement. We have read and reviewed the comments and concerns you raised in the Signing Statement. We appreciate the enormous responsibility and challenges posed by social services work and take your feedback and concerns seriously. The Department has a vested interest in doing what it can to help the counties succeed. We would like to work with Watauga County to address the specific concerns raised related to the County's ability to meet the performance requirements established in the MOU, as well as complying with the other terms of the MOU.

However, the Department cannot sign the MOU with the signing statement attached. We ask that you resubmit the signed MOU to DHHS without any attachments or edits to the language. Once we receive the resubmitted, signed MOU, we will return a fully executed copy.

Please return the signed MOU to Wayne Black (Wayne.Black@dhhs.nc.gov) and Paris Penny (Paris.Penny@dhhs.nc.gov) as soon as possible.

Michael

919-855-4805 office
919-715-4645 fax
Paris.Penny@dhhs.nc.gov

101 Blair Drive, Adams Building
2001 Mail Service Center, Raleigh, NC 27699-2001

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STATE OF NORTH CAROLINA
 COUNTY OF WATAUGA

RESOLUTION

**Regarding HB 630 Required Agreement
 Between the North Carolina Department of Health and Human Services (“DHHS”)
 and
 Watauga County, North Carolina (the “County”)
 the Watauga County Department of Social Services (“DSS”)**

WITNESSETH:

WHEREAS, pursuant to N.C. Gen. Stat., § 108A-74, an Act of the North Carolina General Assembly, a written agreement between DHHS and all North Carolina counties must be entered into annually, and said Agreement must include specific mandated performance requirements and administrative responsibilities with regard to county social service programs; and

WHEREAS, N.C. Gen. Stat. § 108A-74 (a1)(3) recognizes that applying the same standards among counties with different demographics may be inequitable and therefore provides that the Agreement between DHHS and the respective counties may be standardized or “tailored to address issues in specific jurisdictions;” and

WHEREAS, DHHS has presented the County with a standardized Memorandum of Understanding (“MOU”) which is intended to comply with and serve as the mandatory Agreement referenced above; and

WHEREAS, DHHS is authorized and intends to withhold state and federal funds for a county’s failure to satisfy the mandated performance requirements or otherwise comply with the terms of the Agreement; and

WHEREAS, State-level and System level entities were given the opportunity to participate and provide input to DHHS prior to finalizing the MOU; however, neither the County nor DSS were given the same opportunity; and

WHEREAS, the MOU seeks to improve service delivery throughout the State, yet the terms do not make meaningful allowances for performance standards based on the County’s specific circumstances; and

WHEREAS, imposing the same criteria and mandatory benchmarks upon the County and DSS, as those North Carolina counties that have larger populations and various other demographics and resources, will place an undue burden on the County and DSS. Of particular concern is that this dynamic will cause the County and DSS to be vulnerable to losing funding, even if the slightest statistical error occurs, and no matter how diligent the County and DSS are in their efforts; and

WHEREAS, there are many factors that may negatively impact compliance over which DSS has no control including, but not limited to, state and federal funding from year to year, changing mandates, trends with drug use, court calendars, judges’ rulings, appeals, and individual family dynamics; and

WHEREAS, the NCFAST system requires excessive amounts of administrative time and effort to be expended by Child Welfare social workers, which may compromise their ability to dedicate the time needed in the field, serving families; and

WHEREAS, DHHS relies significantly upon the NCFAST statewide system for both processing cases and data retrieval for determination of compliance; and the County is concerned about the ability of the NCFAST system to absorb and respond accurately with all aspects and programs of Social Services; and

WHEREAS, pursuant to the MOU, any compliance disputes arising from audits and monitoring are to be mediated by a DHHS Division Head, the absence of an impartial third-party to oversee any disputed findings leaving the County and DSS at an immediate disadvantage; and

WHEREAS, for the reasons set forth above, the County considers the MOU an "unconscionable contract" as defined by the N.C. Supreme Court in Brenner v. Little Red Sch. House Ltd., 302 N.C. 207 (1981); and therefore

BE IT HEREBY RESOLVED that:

1. For the reasons set forth above, the County and DSS have signed the MOU with reservation, attaching this Resolution as an addendum to the MOU;
2. For the reasons set forth above, the County and DSS respectfully request DHHS consider modifying the mandatory criteria and benchmarks imposed by the MOU to address issues specific to Watauga County and other smaller counties, in order to improve service delivery through realistic goals and objectives.
3. For the reasons set forth above, the County and DSS respectfully request DHHS to reconsider the oversight, compliance and enforcement process.

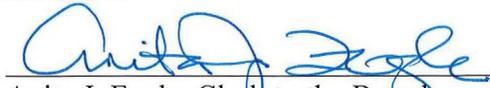
Respectfully Submitted:

WATAUGA COUNTY, a body politic of the State of North Carolina



 John Welch, Chairman, Watauga County Board of Commissioners

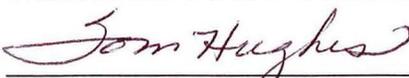
ATTEST:



 Anita J. Fogle, Clerk to the Board



WATAUGA COUNTY DEPARTMENT OF SOCIAL SERVICES



 Thomas Hughes, Director

**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
WATAUGA COUNTY**

A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina General Assembly

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Watauga County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2018, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Watauga County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of one year beginning July 1, 2018 and ending June 30, 2019.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in Attachments I through IX or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement/Corrective Action: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements or failure to comply with the terms of this MOU, the steps set forth in Attachment X will govern. For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X related to the mandated performance requirements until January 1, 2019. Nothing contained in this MOU or Attachment X shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

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

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

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements: Child Welfare – Child Protective Services
- (4) Attachment II – Mandated Performance Requirements: Foster Care
- (5) Attachment III – Mandated Performance Requirements: Child Support
- (6) Attachment IV – Mandated Performance Requirements: Energy

- (7) Attachment V – Mandated Performance Requirements: Work First
- (8) Attachment VI – Mandated Performance Requirements: Food and Nutrition Services
- (9) Attachment VII – Mandated Performance Requirements: Adult Protective Services
- (10) Attachment VIII – Mandated Performance Requirements: Special Assistance
- (11) Attachment IX – Mandated Performance Requirements: Child Care Subsidy
- (12) Attachment X – Corrective Action

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies;
- (2) "County director of social services" also means the human services director, whichever applies; and
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Wayne Black, Director Division of Social Services 2401 Mail Service Center Raleigh, NC 27699-2401	Wayne Black, Director Division of Social Services NC DHHS Dorothea Dix Campus, McBryde Building Phone: 919-527-6338 Fax: 919-334-1018 Email wayne.black@dhhs.nc.gov

For Watauga County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop mandatory performance requirements for each social services program based upon standardized metrics utilizing reliable data. The mandated performance requirements are identified in Attachments I through IX.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.

- ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
- b. Compliance Monitoring:
- i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.
 - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
- i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance measurements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
- i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to,

corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.

- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
 - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.

- (5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments I through IX.
- (2) The County shall comply with the following administrative responsibilities:
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.

- iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
- d. Communication:
- i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
- e. Inter-agency Cooperation:
- i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security

incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

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

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2018 and shall continue in effect until June 30, 2019.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Watauga County

BY: [Signature]
Name
Chairman, Watauga County
TITLE: Board of Commissioners
DATE: July 17, 2018
Witness: [Signature]

BY: [Signature]
Name
DSS Director
TITLE: DSS Director
DATE: 7/20/18
Witness: [Signature]

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services
DATE: _____

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

7-20-2018
Date
[Signature]
Finance Director

**ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - CPS Assessments**

	Performance Measure	Authority for the performance measure
1	The County will initiate 95% of all screened-in reports within required time frames	NC General statute 7B.302; 10A NCAC 70A .0105; Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments
2	For all children who were victims of maltreatment during a twelve month period, no more than 9% received a subsequent finding of maltreatment	CFSR; Safety Outcome 1: Children are, first and foremost, protected from abuse and neglect.

**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - Foster Care**

	Performance Measure	Authority for the performance measure
1	The County will document permanency goals for 95% of foster youth within 60 days of a child entering custody or for whom the county has placement authority.	1201 Child Placement Services - Chapter VIII Case Reviews: B-Required Time Frames for Case Reviews
2	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	1201, Chapter V., Out of Home Placement Family Services Improvement Act of 2006 (Public Law 109–288) Title IV B

The below system performance measures require county and state level system collaboration and improvements to successfully meet targets.

	System Performance Measure	Authority for the system performance measure
1	The County will provide leadership for ensuring that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care. DHHS will work with each county to identify growth targets.	CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.
2	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, no more than 8.3% re-enter foster care within 12 months of their discharge. DHHS will work with each county to identify growth targets.	CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect
3	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%. DHHS will work with each county to identify growth targets.	1201 Child Placement Services - Chapter IV Placement Decision Making: C-Maintaining One Single Stable Foster Care Placement CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.

**ATTACHMENT III— MANDATED PERFORMANCE REQUIREMENTS:
Child Support**

	Performance Measure	Authority for the performance measure
1	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
2	The county will achieve its given annual percentage of child support cases that are under an order.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
3	The county will achieve its given annual percentage of current child support paid.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
4	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
5	The county will meet its annual goal of total child support collections.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives

**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:
Energy Programs**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Energy Program Manual Section 400.03 d Federal Requirement 42 USC8621-8630 NC State Rule 10A N.C.A.C ch. 71V
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	NC Energy Programs Manual Section 400.03 A.2.d. Federal Requirement 42 USC8621 -8630 NC State Rules 10A N.C.A.C ch. 71V

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:
Work First**

	Performance Measure	Authority for the performance measure
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	Work First Manual Section 001 Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	Work First Manual Section 001 Work First Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
3	The County will process 100% Work First applications within 45 days of receipt.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31
4	The County will process 100% Work First recertifications no later than the last day of the current recertification period.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31

**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:
Food and Nutrition Services**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	FNS Manual Section 425 Federal requirement 7 CFR 273.2
4	The County will ensure that 100% of Program Integrity claims are established within 180 days of the date of discovery.	FNS Manual Section 800 Federal Requirement 7 CFR 273.18

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:
Adult Protective Services (APS)**

	Performance Measure	Authority for the performance measure
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	NCGS § 108A-103 (d) (4)
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	NCGS § 108A-103 (d) (4)

**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:
Special Assistance (SA)**

	Performance Measure	Authority for the performance measure
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.

**ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:
Child Care Subsidy**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	North Carolina Subsidized Child Care Assistance policy

ATTACHMENT X— CORRECTIVE ACTION

The following steps for corrective action covering this MOU do not impact or change any Program Improvement Plan or Corrective Action Plan between the Department and a County or County Department of Social Services that is in effect as of July 1, 2018.

Further, the Department will not take any action towards developing a Performance Improvement Plan or Corrective Action Plan related to the performance requirements contained within this MOU for a County or County Department of Social Services until January 1, 2019.

1. Non-Compliance with performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)** fails to satisfy a performance requirement for three consecutive months or fails to comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing the performance improvement plan or to rescind the notice of non-compliance.

2. Performance Improvement Plan

- a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- b. The performance improvement plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
 - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.

- c. The performance improvement plan shall be signed by the Department and the County DSS Director. A copy of the performance improvement plan will be sent to the chair of the DSS Governing Board.

3. Continued Non-Compliance

- a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the MOU for an extended period of time and is not meeting the terms of the performance improvement plan, the County DSS and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended period of time is defined as three consecutive months, or five months out of a twelve-month period measured beginning with the first month after which the performance improvement plan is signed.
- b. The corrective action plan shall include, at a minimum:
 - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
 - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and
 - iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
- c. The corrective action plan will be signed by the Department and the County DSS Director. A copy of the corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

4. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- b. In circumstances of continuous extended non-compliance or other urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

** In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.

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AGENDA ITEM 8:

PROPOSED RENTAL OF BRUSH GRINDER

MANAGER'S COMMENTS:

Staff is requesting Board approval to rent a brush grinder from Vermeer in the amount of \$24,000. Staff is reviewing the current processes regarding the handling and disposing of brush. By allowing the authorization of the rental, staff will be able to conduct a test program to determine if in house disposal is more efficient then contracting out the service.

Board approval is requested to authorize the rental with Vermeer for a brush grinder in the amount of \$24,000.

MEMO

SANITATION

August 1, 2018

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Brush Grinding

Staff is requesting Board approval to lease a Vermeer HG4000 Horizontal Grinder, for one month at a cost of \$24,000, to grind approximately 2,400 tons of brush. Staff believes this approach is not only more economical for the County, but will ensure that all currently stockpiled materials are process in a timelier manner.

Last year, after requesting bids to grind approximately 4,000 ton of brush, and only receiving the quotes listed below, the Board awarded a grinding contract to Riverside Stump Dump. Riverside, however, failed to complete the project leaving the County with 1,800 tons of residual material.

- Superior Mulch LLC: \$27.50 per ton
- Riverside Stump Dump: \$25.00 per ton
- Carolina Mulch Plus : No Bid

Upon Board approval, staff would like authorization to sign the rental agreement, and issue a Purchase Order to Vermeer Mid Atlantic. There are sufficient funds available, in the Sanitation budget, to cover the costs associated with the project.

Please see enclosed quote and let me know if you have question. And, thank you in advance for your careful consideration.



QUOTE
SALES ORDER
DELIVERY RECEIPT
SALES INVOICE

NO:	080718 BCC Meeting RGM080118
DATE:	08/01/18
PURCHASE ORDER:	

Please Remit Payment to: 925 Merritt Blvd
Baltimore. MD 21222

SOLD TO:	Watauga County Sanitation			
ADDRESS:	Courthouse Suite 17 336 Land Fill Rd			
CITY:	Boone	STATE:	NC	ZIP: 28607
CUSTOMER CONTACT:	Rex Buck			

SHIP TO:	Watauga County Sanitation			
ADDRESS:	Courthouse Suite 17 336 Land Fill Rd			
CITY:	Boone	STATE:	NC	ZIP: 28607
TERMS:				

Terms are due upon receipt unless otherwise specified

Phone:	828-264-4885	Fax:		Mobile:		Other#:	rex.buck@watgo v.org
--------	--------------	------	--	---------	--	---------	-------------------------

SALESPERSON(S)	SHIP VIA	DATE REQUIRED	UNIT #	NOTE
Ryan G Marshall	FOB			

QTY	STOCK NUMBER / MODEL/ SERIAL #/ DESCRIPTION (LIST ANY AND ALL ATTACHMENTS)	PRICE	TOTAL
1	Month Rental for TG5000 Tub Grinder Non Loader, 540HP Cat Diesel Engine.		35,000.00
1	Month Rental for HG4000 Horizontal Grinder 514HP Fiat Diesel Engine.		24,000.00
1	Delivery / Pick Up Charge Teeth \$30-\$40 per tooth depending on type.		TBD

SUBTOTAL	
TAX	
TOTAL DUE	
DEPOSIT	
BALANCE DUE	

Accepted By: _____

Thank You For Choosing Vermeer Mid Atlantic!

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Sheriff's Office Vehicle Purchase Request

MANAGER'S COMMENTS:

The Sheriff's Office received bids from Asheville Ford for six (6) new all-wheel drive 2018 Ford Police Interceptors with a unit price of \$28,265.97. In addition, upfitting for the vehicles was priced at \$6,091.82 per unit.

Staff is requesting the Board approve the purchase of six (6) new all-wheel drive 2018 Ford Police Interceptors with a unit price of \$28,265.97 from Asheville Ford for a total amount of \$174,720 including taxes and tags. In addition, approval of Dana Safety Supply for upfitting of the vehicles in the amount of \$6,091.82 per unit for a total amount of \$36,551 is required.



WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD
BOONE, NORTH CAROLINA 28607
(828) 264-3761 • FAX (828) 263-5345

LEN D. HAGAMAN, JR.
SHERIFF

16 July 2018

To: Deron Geouque- Watauga County Manager

From: Captain Kelly Redmon

Ref: Patrol Vehicle Purchase FY 2018-19

The Watauga County Sheriff's Office request approval to purchase 6 new replacement patrol vehicles from Asheville Ford. These vehicles are listed on the NC Sheriff's Association purchasing contract.

The price per unit is \$28,265.97

Also, WCSO request approval to purchase and have installed the emergency equipment on the new vehicles; which consists of lights, siren, consoles, safety partitions and graphics. DANA safety supply in Greensboro is also on the NC Sheriff's Association purchasing contract for these items and installation.

The cost per unit for each vehicle is \$6,091.82

All of these requests were approved in the 2018-19 FY budget and the funds are available.

Capital Outlay Request Form
Complete this form for capital outlay items costing \$2,000 or more.
Attach quotes to support the request.

Department Sheriff Date 03/16/18

Description Of Item Requested

6 Fully equipped Ford Police Interceptor SUV All Wheel Drive: which includes lights, siren, console, radio, safety partition , graphics, and installation.

Is This Item A Replacement?

If this is a replacement for a current asset, provide the asset number and a brief description. Note the condition of the asset, including known damage, mileage, etc.

12245 2014 Ford SUV, 12246 2014 Ford SUV, 12268 2014 Ford SUV, 12269 2014 Ford SUV, 12267 2014 Ford SUV, 12266 2014 Ford SUV

Justification For Request

Describe in detail the need for this item, how it will be used, the typical useful life, how often it will need to be replaced, where this item will be located and any other information to be considered with this request.

These requested vehicles are scheduled replacement for aging fleet vehicles. They operate under all weather and road conditions and operate much differently than civilian vehicles. These vehicles respond to various types of emergency situations and must be relied upon 100% to deliver the officer to the emergency situation safely, and efficiently.

Cost Information

Attach quotes to support cost information for your requested item. It is also important to include any additional costs that will be associated with this item. This includes shipping, installation, maintenance contracts, highway use tax & tag fees, accessories, etc.

Description	Quantity	Unit Cost	Total Amount
2019 Ford Interceptor SUV (AWD)	6	28,265.97	169,595.82
Emergency equipment and installation	6	6,000.00	36,000.00
Radios	6	4,300.00	25,800.00
Graphics	6	280.00	1,680.00
Tag	6	15.00	90.00
Tax	6	847.00	5,082.00
			0.00
TOTAL COST TO BE CONSIDERED			238,247.82

Below Reserved For Finance Use Only

Included In Recommended Budget? Yes No

Included In Adopted Budget? Yes No

Budget Line _____ Recommended Amount _____

Budget Line _____ Approved Amount _____



Asheville Ford Lincoln
611 Brevard Rd., Asheville, North Carolina, 288062201
Office: 828-253-2731
Fax: 828-258-6012

Customer Proposal

Prepared for:

Kelly Redmon
Watauga County Sheriff

Prepared by:

Jeffrey Williams
Office: 828-279-4933
Email: jwilliams@ashevilleford.com

Date: 02/27/2018

Vehicle: 2018 Police Intercept Utility Base
AWD

Quote ID: 0227201802





Asheville Ford Lincoln
611 Brevard Rd., Asheville, North Carolina,
288062201
Office: 828-253-2731
Fax: 828-258-6012

**2018 Police Interceptor Utility, Sport
Utility**
AWD Base(K8A)
Price Level: 815 Quote ID: 0227201802

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Description	Page
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Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731
 Fax: 828-258-6012

080718 BCC Meeting
**2018 Police Interceptor Utility, Sport
 Utility**
 AWD Base(K8A)
 Price Level: 815 Quote ID: 0227201802

Selected Options

Code	Description
Base Vehicle	
K8A	Base Vehicle Price (K8A)
Packages	
500A	Order Code 500A <i>Includes:</i> - Engine: 3.7L V6 Ti-VCT FFV - Transmission: 6-Speed Automatic - 3.65 Axle Ratio - GVWR: 6,300 lbs - Tires: P245/55R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel - Includes center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear - Includes driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: MyFord AM/FM/CD/MP3 Capable - Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.
Powertrain	
99R	Engine: 3.7L V6 Ti-VCT FFV
44C	Transmission: 6-Speed Automatic
STDAX	3.65 Axle Ratio
STDGV	GVWR: 6,300 lbs
Wheels & Tires	
STDTR	Tires: P245/55R18 AS BSW
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare.</i>
65L	Wheel Covers (18" Full Face Wheel Cover)
Seats & Seat Trim	
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>
Other Options	
113WB	113" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: MyFord AM/FM/CD/MP3 Capable <i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731
 Fax: 828-258-6012

080718 BCC Meeting
2018 Police Interceptor Utility, Sport Utility
 AWD Base(K8A)
 Price Level: 815 Quote ID: 0227201802

Selected Options (cont'd)

Code	Description
153	Front License Plate Bracket
51Y	Driver Only Incandescent Spot Lamp
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with Keyed-Alike.</i>
Interior Colors	
9W_01	Charcoal Black
Primary Colors	
YZ_02	Oxford White

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Prepared for: Kelly Redmon, Watauga County Sheriff
 By: Jeffrey Williams Date: 02/27/2018



Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina,
 288062201
 Office: 828-253-2731
 Fax: 828-258-6012

080718 BCC Meeting
**2018 Police Interceptor Utility, Sport
 Utility**
 AWD Base(K8A)
 Price Level: 815 Quote ID: 0227201802

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$33,880.00
<i>Pre-Tax Adjustments</i>	
Code	Description
Fleet	Fleet Concession
DISCOUNT	DEALER DISCOUNT
	-\$2,500.00
	-\$3,114.03
Total	\$28,265.97

Customer Signature

Acceptance Date

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Prepared for: Kelly Redmon, Watauga County Sheriff
 By: Jeffrey Williams Date: 02/27/2018



Asheville Ford Lincoln
 611 Brevard Rd., Asheville, North Carolina, 288062201
 Office: 828-253-2731
 Fax: 828-258-6012

2018 Police Interceptor Utility, Sport Utility

AWD Base(K8A)
 Price Level: 815 Quote ID: 0227201802

Major Equipment

(Based on selected options, shown at right)

- | | |
|--|--|
| 3.7L V-6 DOHC w/SMPI 304hp | Exterior:Oxford White |
| 6 speed automatic w/OD | Interior:Charcoal Black |
| * 4-wheel ABS | * Brake assistance |
| * Traction control | * P 245/55R18 BSW AS W-rated tires |
| * Advance Trac w/Roll Stability Control | * Air conditioning |
| * Tinted glass | * AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder |
| * LED brakelights | * Rear child safety locks |
| * Dual power remote mirrors | * Variable intermittent speed-sensitive wipers wipers |
| * 18 x 8 steel wheels | * Dual front airbags |
| * Driver and front passenger seat mounted side airbags | * Airbag occupancy sensor |
| * Rear window defroster | * Tachometer |
| * Message Center | * Underseat ducts |
| * Reclining front bucket seats | * 60-40 folding rear split-bench |
| * Audio control on steering wheel | * Axle to end of frame: 46.5" |

Fuel Economy

City
16 mpg



Hwy
21 mpg

Selected Options

	MSRP
STANDARD VEHICLE PRICE	\$32,320.00
Order Code 500A	N/C
113" Wheelbase	STD
Monotone Paint Application	STD
Driver Only Incandescent Spot Lamp	\$215.00
Oxford White	N/C
Charcoal Black	N/C
Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
Engine: 3.7L V6 Ti-VCT FFV	Included
Transmission: 6-Speed Automatic	Included
3.65 Axle Ratio	Included
GVWR: 6,300 lbs	Included
Tires: P245/55R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Radio: MyFord AM/FM/CD/MP3 Capable	Included
Wheel Covers (18" Full Face Wheel Cover)	\$60.00
Front License Plate Bracket	N/C
<hr/>	
SUBTOTAL	\$32,935.00
Destination Charge	\$945.00

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Prepared for: Kelly Redmon, Watauga County Sheriff
 By: Jeffrey Williams Date: 02/27/2018



Asheville Ford Lincoln
611 Brevard Rd., Asheville, North Carolina, 288062201
Office: 828-253-2731
Fax: 828-258-6012

2018 Police Interceptor Utility, Sport Utility
AWD Base(K8A)
Price Level: 815 Quote ID: 0227201802

TOTAL	\$33,880.00
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Prepared for: **Kelly Redmon, Watauga County Sheriff**
By: **Jeffrey Williams** Date: **02/27/2018**

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	237322-A
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

Ship To

WATAUGA CO SHERIFF'S DEPARTMENT
 184 HODGES GAP ROAD
 ATT:CAPTAIN KELLY REDMON
 BOONE, NC 28607
 USA

Contact:
 Telephone: 828-264-3761
 E-mail:

Contact: CAPTAIN KELLY REDMON
Telephone:
 E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/02/18	GROUND	PPAY & ADD TO INVOICE		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	Captain Kelly Redmon		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
6	6	N	INFO VEHICLE INFORMATION Warehouse: GBOR 2018 FORD SUV INTERCEPTOR	0.0000	0.00
6	6	Y	IX34UFZBB WEC INNER EDGE - ALL BLUE W/TD'S 2012+ PIUT Warehouse: GBOR VEHICLE - 2018 FORD SUV INCLUDES FLASHING TAKE DOWN LIGHTS *****	602.1600	3,612.96
6	6	Y	DP603300 WEC DOMINATOR PLUS 3 BLUE, 3 AMBER Warehouse: GBOR	543.4300	3,260.58
6	6	Y	DBKT4 WEC L-ANGLE MTG BRACKET KIT FOR DOMINATOR (2 BRKTS) Warehouse: GBOR	13.9400	83.64
24	24	Y	WEC-ION Whelen ION Led, Black Housing & Universal Mount Blue Warehouse: GBOR	75.0000	1,800.00

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Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	Captain Kelly Redmon		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
12	12	Y	MCRNTB Whelen Micron Stud Mount - Blue Warehouse: GBOR	75.0000	900.00
6	6	Y	BLUE GRILL MOUNT VMFX11BC WEC FORD EXPLORER 2011+ AND PIUT 2013-2015 Warehouse: GBOR	335.1900	2,011.14
6	6	Y	WEC-295SLSA6 Whelen 100/200W Scan-Lock Self-Contained Siren/Switch Warehouse: GBOR	320.0000	1,920.00
6	6	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: GBOR	125.0000	750.00
6	6	Y	SAK44 WEC SA315P MTG KIT FOR 2013+ PIUT & 2011+ EXPLORER Warehouse: GBOR	21.9600	131.76

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03/02/18	GROUND	PPAY & ADD TO INVOICE		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	Captain Kelly Redmon		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
6	6	Y	7170-0166-04 GJ FORD 2012+ PI UTILITY CONSOLE KIT Warehouse: GBOR PACKAGE INCLUDES CONSOLE, DUAL CUPHOLDER, FLIP-UP ARMREST, MONGOOSE MOTION ATTACHMENT, AND THE FOLLOWING EQUIPMENT MOUNTING BRACKETS: 1) 7140-0307 Whelen 295SLSA6 1) 7140-0438 MOTOROLA 1) 1) ALSO INCLUDES ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION ***** *****	459.6200	2,757.72
6	6	Y	7160-0250 GJ NOTEPAD-5 UNIVERSAL COMPUTER CRADLE Warehouse: GBOR WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** *****	169.8700	1,019.22

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Contact: CAPTAIN KELLY REDMON
Telephone:
E-mail: Kelly.Redmon@watgov.org

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03/02/18	GROUND	PPAY & ADD TO INVOICE		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	Captain Kelly Redmon		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
6	6	Y	WK0514ITU12 SMC VERTICAL STEEL WINDOW BARS FOR 2013+ FORD PI Warehouse: GBOR STATE VEHICLE YEAR- 2018 FORD SUV ***** NCSA CONTRACT# 60 PK0123ITU122ND SMC 12-VS EXP MTL CARGO BARRIER 2012+ FORD PIUT Warehouse: GBOR STATE VEHICLE YEAR- 2018 FORD SUV ***** NCSA CONTRACT #60 PK1126ITU12SCA SMC #10X-RPL CTD POLY, 2013+ PIUT W/ XP MTL WINDOW Warehouse: GBOR 2013+ FORD INTERCEPTOR - SUV.#10XL Coated Polycarbonate XL (Xtra Legroom) Partition. Include Recessed Panel & Lower Extension Panels Expanded metal cover over horizontal sliding window opening. ***** NCSA CONTRACT# 60 GK10301S1UHKSVCAXL SMC DUAL T-RAIL GUN RK W/1-SM, 1-UNIV XL & H/C KEY C Warehouse: GBOR NCSA CONTRACT #60	123.0000	738.00
6	6	Y	NCSA CONTRACT# 60 PK0123ITU122ND SMC 12-VS EXP MTL CARGO BARRIER 2012+ FORD PIUT Warehouse: GBOR STATE VEHICLE YEAR- 2018 FORD SUV ***** NCSA CONTRACT #60 PK1126ITU12SCA SMC #10X-RPL CTD POLY, 2013+ PIUT W/ XP MTL WINDOW Warehouse: GBOR 2013+ FORD INTERCEPTOR - SUV.#10XL Coated Polycarbonate XL (Xtra Legroom) Partition. Include Recessed Panel & Lower Extension Panels Expanded metal cover over horizontal sliding window opening. ***** NCSA CONTRACT# 60 GK10301S1UHKSVCAXL SMC DUAL T-RAIL GUN RK W/1-SM, 1-UNIV XL & H/C KEY C Warehouse: GBOR NCSA CONTRACT #60	234.0000	1,404.00
6	6	Y	NCSA CONTRACT #60 PK1126ITU12SCA SMC #10X-RPL CTD POLY, 2013+ PIUT W/ XP MTL WINDOW Warehouse: GBOR 2013+ FORD INTERCEPTOR - SUV.#10XL Coated Polycarbonate XL (Xtra Legroom) Partition. Include Recessed Panel & Lower Extension Panels Expanded metal cover over horizontal sliding window opening. ***** NCSA CONTRACT# 60 GK10301S1UHKSVCAXL SMC DUAL T-RAIL GUN RK W/1-SM, 1-UNIV XL & H/C KEY C Warehouse: GBOR NCSA CONTRACT #60	450.0000	2,700.00
6	6	Y	NCSA CONTRACT# 60 GK10301S1UHKSVCAXL SMC DUAL T-RAIL GUN RK W/1-SM, 1-UNIV XL & H/C KEY C Warehouse: GBOR NCSA CONTRACT #60	233.0000	1,398.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	237322-A
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

Ship To

WATAUGA CO SHERIFF'S DEPARTMENT
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 ATT:CAPTAIN KELLY REDMON
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Contact:
Telephone: 828-264-3761
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Contact: CAPTAIN KELLY REDMON
Telephone:
E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/02/18	GROUND	PPAY & ADD TO INVOICE		NET 30	
Entered By	Salesperson	Ordered By	Resale Number		
Dempsey Owens	Dempsey Owens - Greensboro	Captain Kelly Redmon			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
6	6	Y	75456 SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) Warehouse: GBOR 640 LUMEN LIGHT OUTPUT *****	107.9400	647.64
6	6	Y	C-LP-3 HAV 2 PLATE W/ THREE 12VDC LIGHTER OUTLETS Warehouse: GBOR	28.3500	170.10
6	6	Y	TK0476ITU12 SMC E-Z Lift Cargo Tray 2012-17 Interceptor SUV Warehouse: GBOR	349.3600	2,096.16
6	6	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: GBOR LOOM, WIRE, HARDWARE, CONNECTORS, BREAKER, ETC *****	125.0000	750.00
6	6	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: GBOR INCLUDES INSTALL THE FOLLOWING RADIO'S SUPPLIED BY CUSTOMER ANTENNA SUPPLIED BY CUSTOMER GRAPHICS SUPPLIED BY CUSTOMER	1,400.0000	8,400.00

Print Date	07/10/18
Print Time	05:08:41 PM
Page No.	5

Printed By: Dempsey Owens

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	237322-A
Customer No.	WATAU

Bill To

WATAUGA CO SHERIFF'S DEPARTMENT
 ACCOUNTS PAYABLE
 184 HODGES GAP ROAD
 BOONE, NC 28607

Ship To

WATAUGA CO SHERIFF'S DEPARTMENT
 184 HODGES GAP ROAD
 ATTCAPTAIN KELLY REDMON
 BOONE, NC 28607
 USA

Contact:
 Telephone: 828-264-3761
 E-mail:

Contact: CAPTAIN KELLY REDMON
Telephone:
E-mail: Kelly.Redmon@watgov.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/02/18	GROUND	PPAY & ADD TO INVOICE		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Dempsey Owens		Dempsey Owens - Greensboro	Captain Kelly Redmon		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			ALL VEHICLES ARE 2018 INTERCEPTOR SUV ***INSTALLATION IN GREENSBORO NC*** Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		

Print Date	07/10/18
Print Time	05:08:41 PM
Page No.	6

Subtotal	36,550.92
Freight	0.00
6.750 % Sales Tax	1,900.19
Order Total	38,451.11

Printed By: Dempsey Owens

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Request to Schedule Public Hearing to Allow Citizen Comment on the Proposed Financing of the New Community Recreation Center

MANAGER'S COMMENTS:

Enclosed is a copy of the public hearing notice for the proposed financing of the new community recreation center. Board action is required to authorize the advertisement of the public hearing notice and schedule a public hearing for August 21, 2018.

NOTICE OF PUBLIC HEARING

The Board of Commissioners (the “*Board*”) of the County of Watauga, North Carolina (the “*County*”) is considering authorizing the County to proceed with entering into an installment financing contract (the “*Contract*”) in a principal amount not to exceed \$20,000,000, under which the County will make certain installment payments, to (a) pay a portion of the capital costs of the construction, equipping and furnishing of a community recreation center (the “*Project*”) and (b) pay the costs related to the execution and delivery of the Contract. In connection with the Contract, the County will enter into a deed of trust and security agreement (the “*Deed of Trust*”) under which the County’s interest in the real property on the Project will be located and the improvements thereon (the “*Mortgaged Property*”) will be mortgaged by the County to create a lien thereon for the benefit of the entity, or its assigns, providing the funds to the County under the Contract. The Project will be located at the intersection of State Farm Road and Hunting Hills Lane in Boone, North Carolina.

The Contract and the Deed of Trust will permit the County to enter into amendments to refinance the Project and finance additional projects using the Mortgaged Property as collateral and the County may or may not grant additional collateral in connection with such amendments. On payment by the County of all installment payments due under the Contract, including any future amendments to finance or refinance projects, the Deed of Trust and any lien created thereunder will terminate and the County’s title to the Mortgaged Property will be unencumbered.

NOTICE IS HEREBY GIVEN, pursuant to Section 160A-20 of the General Statutes of North Carolina, that on August 21, 2018 at or about 5:30 p.m. the County will conduct a public hearing in the Commissioners' Board Room of the Watauga County Administration Building located at 814 West King Street, Boone, North Carolina, concerning the approval of the execution and delivery of the Contract and the Deed of Trust and the County’s financing of the Project. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the Contract, the Deed of Trust and the Project to be financed thereby.

John Welch, Chairman
Watauga County Board of Commissioners

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Proposed VIPER Lease Agreement with the State Highway Patrol

MANAGER'S COMMENTS:

A VIPER lease agreement for the Ashe County site for the potential location of county emergency services communication equipment is included for Board consideration. At present time, staff has reevaluated the site and determined that there is not an immediate need for the site. However, that does not rule out future use. Due to the fact that there is only a \$1 expense related to the lease staff would recommend securing the site for potential future use.

Board action, contingent upon county attorney review, is required to approve the lease as presented.

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

STATE OF NORTH CAROLINA

SUB-SUBLEASE AGREEMENT

COUNTY OF WATAUGA

THIS SUB-SUBLEASE AGREEMENT ("Sub-sublease") made and entered into as of the last date set forth in the notary acknowledgements below, by and between, the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as "SUB-SUBLESSOR", and the COUNTY OF WATAUGA, a body politic and corporate, hereinafter referred to as "SUB-SUBLEESSEE" (Sub-sublessor and each individually referred to herein as a "Party" and collectively referred to herein as the "Parties");

WITNESSETH:

THAT WHEREAS, Sub-sublessor and Ashe County entered into a ground sublease agreement dated _____, 2018 (the "Ground Sublease"), incorporated herein by reference, in which Ashe County sub-leased to Sub-sublessor that certain parcel or tract of land lying and being in Ashe County, North Carolina having an address of 4327 Rich Hill Road, Creston, North Carolina 28615 and being more particularly shown and described as "PROPOSED TELECOMMUNICATIONS FACILITY" on construction documents for the project known as "RICH HILL # HP-1367 SCO ID # 17-18482-01A," sheet entitled "COMPOUND DETAIL" (sheet number C-2), prepared by Tower Engineering Professionals (TEP #: 78115-122002), dated March 14, 2018, attached hereto and incorporated herein as Exhibit A, (the "Site and Compound Detail").

WHEREAS, pursuant to the terms of the Ground Sublease, Sub-sublessor may use the Site to construct a communications tower, an equipment building and other infrastructure to support a coordinated State-wide communications network known as the Voice Interoperability Plan for Emergency Responders ("VIPER"); and

WHEREAS, Sub-sublessor, subject to the terms and conditions set forth herein, now desires to sublet the Premises, as defined herein, to Sub-sublessee; and

WHEREAS, the North Carolina Department of Public Safety, Division of Law Enforcement, State Highway Patrol has requested and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration, by resolution adopted by the Governor and Council of State on the 9th day of January 2018; and

WHEREAS, the Parties have mutually agreed to the terms of this Sub-sublease as hereinafter set out.

NOW THEREFORE, with the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Sub-lessor does hereby let and sub-sublease unto the Sub-sublessee and Sub-sublessee hereby takes and sub-subleases from Sub-lessor for and during the period of time and subject to the terms and conditions hereinafter set forth the Premises, as more particularly described herein.

1. Premises. The "Premises" shall consist of non-exclusive space to accommodate: one (1) microwave dish; and four (4) antennas at the on that certain 180' self-supported communications tower ("Tower") constructed by Sublessor on the Site (the non-exclusive space on the Tower for the location of said antennas and microwaves being referred to herein as the "Tower Space"), along with sufficient space in Sublessor s equipment building ("Building") to house two (2) racks. The exact location of the Tower Space on the Tower and space in the Building where may locate its Communications Equipment, as said term is defined herein, shall be designated by Sub-lessor in its reasonable discretion.
2. Ground Sublease Term. Pursuant to the Ground Sublease, Sub-lessor subleased the Site from for a term of twenty-five (25) years, commencing on the 15th day of March 2018 and terminating on the 14th day of March 2043 ("Ground Sublease Term").
3. Term. The term of this Sub-sublease shall be for a period of twenty-five (25) years, commencing on the 15th day of March 2018 and terminating on the 14th day of March 2043 (the "Term").
4. Rent. Sub-sublessee shall pay to Sub-lessor as rental for the Premises, the sum of ONE DOLLAR (\$ 1.00) for the Term.
5. Condition of Premises. Sub-lessor represents, subject to the terms of this Sub-sublease, that the Premises are suitable for the uses described in Paragraph 6 below.
6. Use and Equipment. Sub-sublessee shall use the Premises for the purpose of installing, operating, maintaining, repairing, replacing and removing antennas, microwave dishes, transmission lines, cables, wires, receivers, generator(s), transmitter(s), transfer switch(es) and accessories necessary to broadcast radio waves (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the "Communications Equipment") and for no other purpose without the prior written consent of Sub-lessor. Sub-sublessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose, nor for any purpose or in any manner which is in violation of any present or future Federal, State or local governmental laws or regulations, or which will constitute a public or private nuisance, nor for any business, use, or purpose deemed disreputable or extra hazardous. Sub-sublessee shall not drill, cut, saw, burn, add to or remove any part of the Tower without the prior written consent of Sub-lessor. Sub-sublessee agrees that the use and operation of any Communications Equipment installed on the Premises shall be consistent with the quiet use, enjoyment, and occupancy of Sub-lessor.

7. Fixtures. Sub-lessor hereby acknowledges and agrees that the Communications Equipment and any other items belonging to Sub-lessee on the Premises, shall remain the property of the Sub-lessee and shall not be, become or be deemed by Sub-lessor to be fixtures upon the Premises.

8. Conditions Precedent to Installation or Modification. Notwithstanding anything to the contrary herein, the Parties agree that Sub-lessee's right to install its Communications Equipment or to make any modifications to its Communications Equipment at the Premises shall not commence until, at its sole cost and expense, Sub-lessee completes the following: (i) tenth order inter-modulation study; (ii) update of the most recent Tower loading analysis; (iii) provision for commercial electric service and emergency power to operate its Communications Equipment; and (iv) receipt of all required permits (if any) for the installation of, or modification to, its Communications Equipment and all required regulatory or governmental approvals of Sub-lessee's proposed use of the Premises. Sub-lessor shall have the right to review said inter-modulation study, Tower loading analysis and governmental permits to determine if Sub-lessee's Communications Equipment will cause a degradation in Sub-lessor's VIPER system or adversely affect the physical and structural capacity of the Tower. After reviewing said inter-modulation study, Tower loading analysis and governmental permits, if Sub-lessor determines in its sole discretion that the installation of, or modification to, sub-lessee's Communications Equipment will result in a degradation of the VIPER system or adversely affect the physical and structural capacity of the Tower, Sub-lessee shall, at its sole cost and to the satisfaction of Sub-lessor, make any modifications, upgrades or improvements to its Communications Equipment necessary to prevent any disruption to the VIPER system or any impairment to the structural integrity of the Tower.

9. Governmental Approvals and Compliance. Sub-lessor agrees that the Tower and its operations shall meet applicable rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), as well as all applicable State codes and regulations. , Sub-lessee at its sole cost and expense, shall obtain any necessary governmental licenses or authorizations required for installation, repair, alteration, improvement, or expansion of its Communications Equipment and shall comply with government regulations applicable to its operations, including those of the FCC and FAA.

10. Sub-lessor's and Sub-lessee's Rights in the Event of Interference. The Communications Equipment shall be designed, constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices. Sub-lessee confirms to Sub-lessor that the installation and use of its Communications Equipment will not interfere with the operation of the VIPER system or any other equipment on the Tower. In the event the Communications Equipment causes interference with the VIPER system or other equipment on the Tower, Sub-lessee shall proceed immediately to correct and eliminate the interference. Sub-lessee shall cease operation of its Communications Equipment until the cause of such interference is removed. If interference caused by the Communications Equipment is not corrected and eliminated within thirty (30) days after Sub-lessee is notified of the interference, then Sub-lessor may terminate this Sub-lease forthwith.

11. Repair and Maintenance. Sub-lessor shall, at all times during the Term, at its own expense, put and maintain in thorough repair and in good and safe condition the Tower, the Building and the Site, whether such maintenance is necessitated by wear, tear, obsolescence, government regulation, or defects, latent or otherwise. Sub-lessee shall, at all times during the Term, at its own expense, maintain its Communications Equipment.

12. Utilities. Sub-lessor shall permit access to its electric power source so that Sub-lessee may obtain all electrical energy required to operate its Communications Equipment. Sub-lessor shall pay for all electricity needed to power and operate Sub-lessee's Communications Equipment.

13. Sub-lessor's Right of Access. Sub-lessor or its agents shall have the right to enter the Premises at all times in order to examine it, or to make such alterations, repairs, improvements, or additions to the Premises as Sub-lessor may deem necessary or desirable without the same constituting an eviction of in whole or in part, or a breach of this Sublease.

14. Sub-lessee's Right of Access. Sub-lessee with Sub-lessor's prior approval, shall have the right of access to the Premises throughout the Term for the purposes of installing, inspecting, maintaining, operating, repairing, and removing its Communications Equipment; provided, however, that and its agents and employees shall not compromise the security of the VIPER system or disturb or interfere with Sub-lessor's operations during such time as they are on the Premises.

15. Sub-lessor's Right to Terminate. In the event that Sub-lessor should elect, pursuant to the Ground Sublease, to abandon its use and possession of the Tower, Building and Site, this Sub-sublease shall terminate without liability to Sub-lessor. Sub-lessor shall give Sub-lessee not less than thirty (30) days written notice of its intent to so terminate this Sublease. Upon such abandonment and termination.

16. Surrender Upon Termination of Sublease. Upon termination of this Sub-sublease, Sub-lessee shall surrender the Premises in as good condition as they were at the beginning of the Term, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Sub-lessee had no control or for which Sub-lessor is responsible pursuant to this Sub-sublease, excepted. It is understood and agreed that Sub-lessee shall have the right to remove from the Premises, at its own expense and without damage or injury to the Tower, the Building or any other property of Sub-lessor, the Communications Equipment and all items of personal property, trade fixtures, and other items belonging to Sub-lessee used in connection with Sub-lessee's operations on the Premises.

17. Fire or Other Casualty Loss.

(a) If the Premises is totally or partially destroyed by wind, explosion, fire, or casualty of any kind, either Sub-lessor or Sub-lessee shall have the option of terminating this Sub-sublease or any renewal thereof, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if this Sub-sublease be so terminated, any rent payable hereunder shall cease as of the date of such destruction.

(b) If the Premises should be partially damaged by wind, explosion, fire, or casualty (or if totally and completely destroyed) and neither Party elects to terminate this Sub-sublease within the provisions of subparagraph (a) above, then in either event, Sub-sublessor agrees, at Sub-sublessor's sole cost and expense, to restore the Tower and the Building, as may be applicable, to a condition substantially similar to that immediately prior to such destruction or damage. Sub-sublessor shall not be liable for any interruption of 's operations occasioned by electrical interference, wind, explosion, fire or other cause or casualty of any kind.

(c) If Sub-sublessor undertakes to restore, rebuild, or repair the Tower and the Building in accord with the provisions of subparagraph (b) above, and such restoration, rebuilding or repair is not accomplished within one hundred eighty (180) days from the date of the casualty, Sub-sublessee shall have the right to immediately terminate this Sub-sublease by written notice to Sub-sublessor.

18. Insurance. shall obtain adequate insurance coverage in accordance with all applicable laws for (i) workers' compensation, (ii) automobile liability and (iii) fire and extended coverage with regard to the 's activities on or about Premises and its Communications Equipment located on the Premises. Sub-sublessee shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, licensed to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including employers' liability; (ii) comprehensive general liability including personal injury, broad form property damage, independent contractor, products/completed operations and, only if applicable, XCU (explosion, collapse, underground) and; (iii) automobile liability; and (iv) fire and extended coverage insurance. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General s authority to represent Sub-sublessor in any and all litigation.

19. Liability.

(a) To the extent permitted by applicable law, Sub-sublessee shall be liable for the negligent or intentional acts or omissions of its agents and employees and shall save Sub-sublessor harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Premises or the Site, which may arise or be claimed to have arisen as a result of the use of the Premises by Sub-sublessee or which may arise out of the installation, operation, repair, maintenance, inspection, or removal of Communications Equipment by Sub-sublessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Sub-sublessor, its agents or employees.

(b) As between Sub-sublessor and Sub-sublessee, Sub-sublessee, subject to the terms of this Sub-sublease, will be primarily liable for the negligent or intentional acts or omissions of its agents and employees. As to third parties, Sub-sublessor is an immune sovereign and is not ordinarily subject to suit. However, Sub-sublessor has enacted Chapter 143, Article 3), of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which Sub-sublessor may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act;

accordingly, Sub-sublessor will be primarily liable for any claims within the coverage of the Tort Claims Act. No provision of this Sub-sublease shall be construed as constituting a waiver of Sub-sublessor's sovereign immunity or Sub-sublessor's immunity under the Eleventh Amendment of the Constitution of the United States.

20. Hazardous Materials.

(a) For purposes of this Sublease: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (1) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (2) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (3) gasoline, or any other petroleum product or by-product, (4) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Re-subsublease" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"), the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Paragraph 20 which arise out of events or actions occurring prior to the expiration or termination of this Sub-sublease shall survive the assignment of this Sub-sublease and the expiration, termination, cancellation or re-subsublease of record of this Sub-sublease.

(b) Sub-sublessee agrees that it will conduct its activities on the Premises and the Site in compliance with all applicable Environmental Laws. As between Sub-sublessee and Sub-sublessor, Sub-sublessee, subject to the terms of this Sub-sublease and to the extent permitted by applicable law, will be primarily liable for the existence or discovery of any Hazardous Materials on the Premises or the Site or for the migration of any Hazardous Materials to other properties or for the release of any Hazardous Materials into the environment in violation of applicable Environmental Laws, arising solely from Sub-sublessee's use of the Premises. As between Sub-sublessor and Sub-sublessee, Sub-sublessor, subject to the terms of this Sublease and to the extent permitted by the Tort Claims Act, will be primarily liable for the existence or discovery of any Hazardous Materials on the Site or for the migration of any Hazardous Materials to other properties or for the release of any Hazardous Materials into the environment in violation of applicable Environmental Laws, arising solely from Sub-sublessor's use of the Site.

21. Right to Assign and Sublease. Sub-sublessee shall not assign this Sub-sublease or sublet the Premises or any part thereof without the prior written consent of Sub-lessor.
22. Prohibition on Gifts. North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Sub-lessor of any gift from anyone with a contract with Sub-lessor, or from any person seeking to do business with Sub-lessor. By execution of this Sub-sublease, Sub-sublessee attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.
23. Modification. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.
24. Binding Effect. Subject to the provisions herein, this Sub-sublease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.
25. Applicable Law. This Sub-sublease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.
26. Effect of Waiver. The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Sub-sublease shall not be construed as a waiver of the same in any other instance.
27. Complete Agreement. This Sub-sublease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.
28. Severability. In case any one or more of the provisions contained in this Sub-sublease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Sub-sublease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
29. Construction. No provision of this Sub-lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.
30. Interpretation. The use of headings, captions and numbers in this Sub-sublease is solely for the convenience of identifying and indexing the various provisions in this Sub-sublease and shall in no event be considered otherwise in construing or interpreting any provision in this Sub-sublease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

31. Terms. Capitalized terms used in this Sub-sublease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

32. Counterparts. This Sub-sublease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

33. Memorandum of Sub-sublease for Recording. At the request of either Party, Sub-sublessor and Sub-sublessee shall execute a memorandum of this Sub-sublease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Sub-sublease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Sub-sublease by reference.

34. Notices. All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Sub-sublessor: North Carolina Department of Public Safety
Attn: VIPER Coordinator
4227 Mail Service Center
Raleigh, North Carolina 27699-4227

with copy to: State Property Office
Attn: Manager, Leasing and Space Planning Section
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

to: County of Watauga
Attn: County Manager
814 W. King Street, Room 205
Boone, North Carolina 28607

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

IN TESTIMONY WHEREOF, this Sub-sublease has been executed by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgements below.

SUB-SUBLESSEE:

COUNTY OF WATUAGA

By: _____

Print Name: _____

Title: _____

ATTEST:

Clerk (Seal)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the COUNTY OF WATAUGA and that by authority duly given and as an act of the COUNTY OF WATAUGA, the foregoing instrument was signed by _____, its _____, attested by himself/herself as Clerk and sealed with the common seal.

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

Notary Public

My Commission Expires: _____

Print Name: _____

SUB-SUBLESSOR:

STATE OF NORTH CAROLINA

By: _____

Tim Walton, Director
Department of Administration
State Property Office
State of North Carolina

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

I, _____, a Notary Public in and for the aforesaid County of _____ and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director of State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

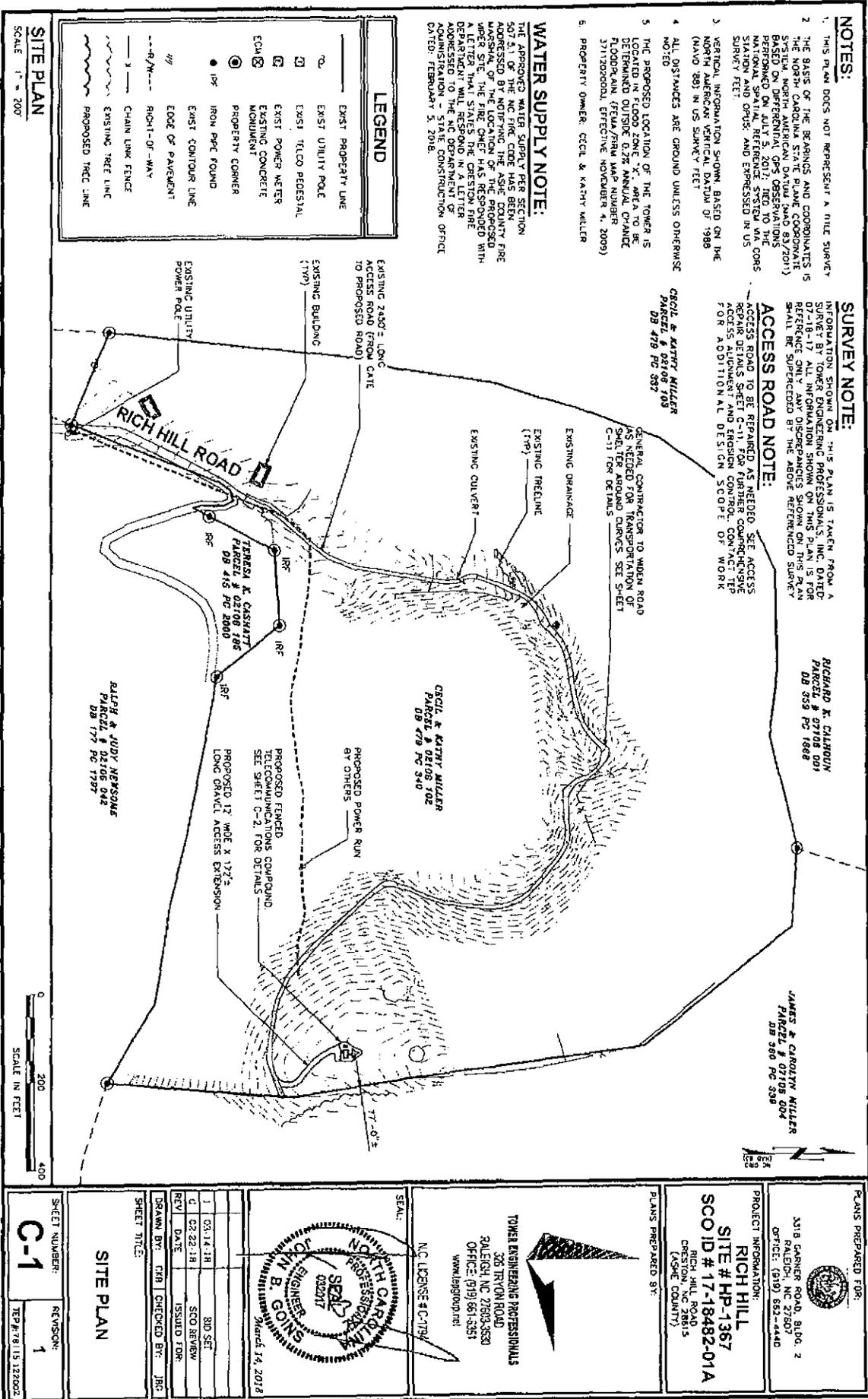
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 2018.

Notary Public

Print Name

My Commission Expires: _____

EXHIBIT A
Site and Compound Detail
“Site Plan” (sheet C-1)
“Compound Detail” (sheet C-2)



NOTES:

1. THIS PLAN DOES NOT REPRESENT A TITLE SURVEY
2. THE BASIS OF THE BEARINGS AND COORDINATES IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON JULY 12, 2017. REF TO THE STATION AND ODDS, AND EXPRESSED IN US SURVEY FEET.
3. VERTICAL INFORMATION SHOWN BASED ON THE (NAD 83) IN US SURVEY FEET.
4. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
5. THE PROPOSED LOCATION OF THE TOWER IS LOCATED IN FLOOD ZONE "X" AREA TO BE DETERMINED OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN (FEMA/FIRM MAP NUMBER 37120200A, EFFECTIVE NOVEMBER 4, 2009)
6. PROPERTY OWNER: CCOIL & KATHY MILLER

WATER SUPPLY NOTE:

THE APPROVED WATER SUPPLY PER SECTION 507.31 OF THE NC FIRE CODE HAS BEEN ASSIGNED BY THE TOWNSHIP FIRE DEPARTMENT. THE LOCATION OF THE PROPOSED WATER SITE, THE FIRE CHIEF HAS RESPONDED WITH A LETTER THAT STATES THE CREW/FIRE DEPARTMENT WILL RESPOND IN A LETTER ADDRESSED TO THE NC DEPARTMENT OF AGRICULTURE AND CONSTRUCTION OFFICE DATED FEBRUARY 5, 2018.

SURVEY NOTE:

INFORMATION SHOWN ON THIS PLAN IS TAKEN FROM A SURVEY BY TOWER ENGINEERING PROFESSIONALS, INC. DATED 07-18-17. ALL INFORMATION SHOWN ON THIS PLAN IS FOR REFERENCE ONLY. ANY DISCREPANCIES SHOWN ON THIS PLAN SHALL BE SUPERCEDED BY THE ABOVE REFERENCED SURVEY.

ACCESS ROAD NOTE:

ACCESS ROAD TO BE REPAIRED AS NEEDED. SEE ACCESS REPAIR DETAILS SHEET C-11 FOR FURTHER CORRECTIVE ACCESS ADDITION AND APPROXIMATE SCOPE OF WORK FOR ADDITIONAL DESIGN SCOPE OF WORK.

LEGEND	
---	EXIST. PROPERTY LINE
---	EXIST. UTILITY POLE
---	EXIST. TELCO PEDESTAL
---	EXIST. POWER METER
---	EXISTING CONCRETE MOUNTMENT
○	PROPERTY CORNER
●	IRON PIPE FOUND
---	EXIST. CONTOUR LINE
---	EDGE OF PAVEMENT
---	RIGHT-OF-WAY
---	CHAIN LINK FENCE
---	EXISTING TREE LINE
---	PROPOSED TREE LINE

SITE PLAN
SCALE 1" = 200'

0 200 400
SCALE IN FEET



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-5351
www.tegroup.net

PLANS PREPARED FOR:
3318 GARNER ROAD, BLDG. 2
RALEIGH, NC 27607
OFFICE: (919) 662-4440

PROJECT INFORMATION:
RICH HILL
SITE # HP-1367
SCOID # 17-18482-01A
CROOK HILL, NC 28615
(LASHLE COUNTY)

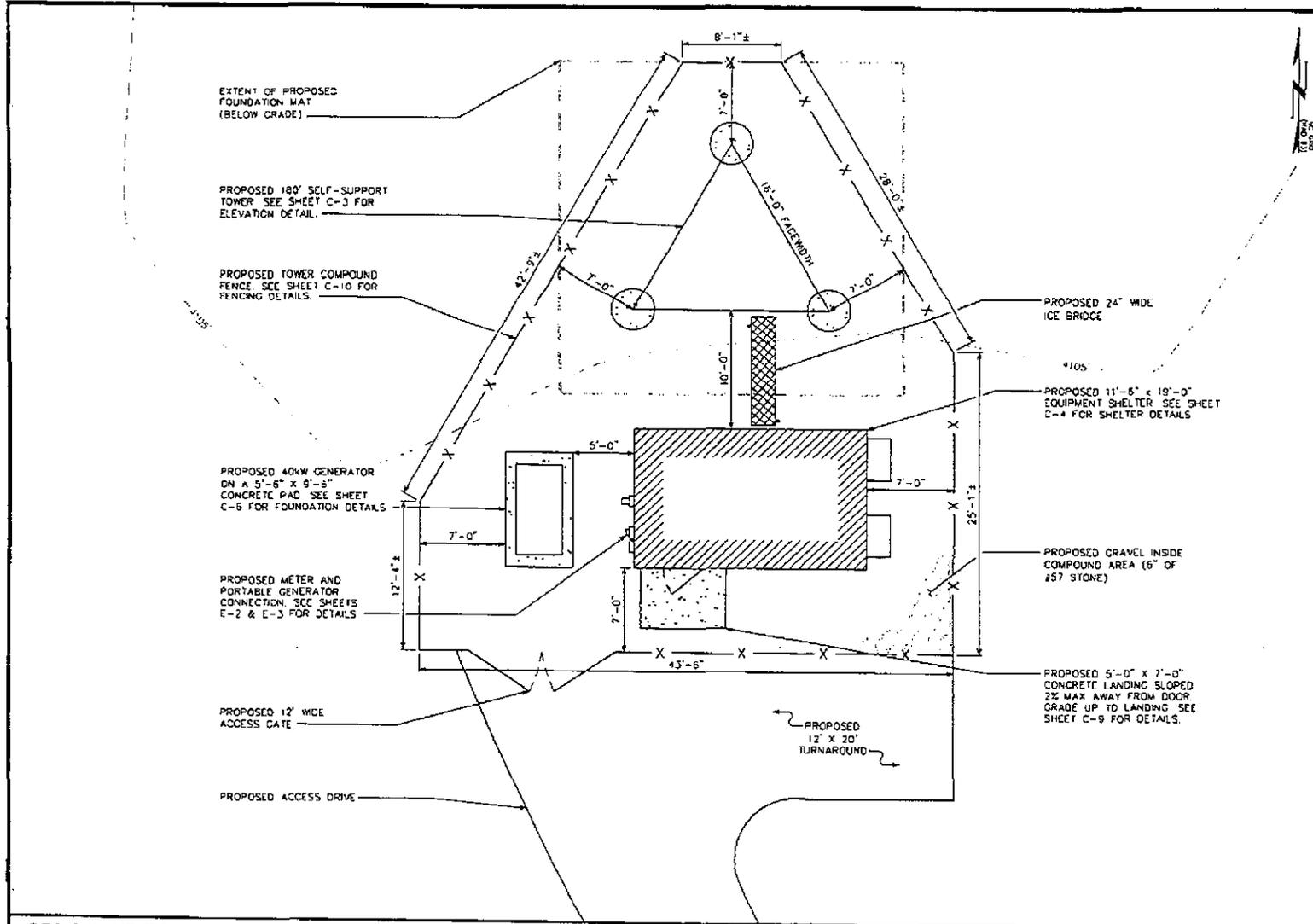
REV	DATE	ISSUED FOR	ISSUED BY
1	03.14.18	800 SET	JBC
2	02.22.18	SCD REVIEW	JBC

DRAWN BY: TFB | CHECKED BY: JBC

SHEET TITLE:
SITE PLAN

SHEET NUMBER: **C-1** | REVISION: **1**

DATE: FEB 19 11 22 2023



PLANS PREPARED FOR:

3318 GARNER ROAD, BLOC. 2
RALEIGH, NC 27607
OFFICE: (919) 662-4440

PROJECT INFORMATION:

**RICH HILL
SITE # HP-1367
SCO ID # 17-18482-01A**

RICH HILL ROAD
CRESTON, NC 28615
(ASHE COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1734

SEAL:

REV	DATE	ISSUED FOR:
1	03-14-18	BD SET
2	02-22-18	SCO REVIEW

DRAWN BY: CKR | CHECKED BY: JRG

SHEET TITLE:

**COMPOUND
DETAIL**

SHEET NUMBER:	REVISION:
C-2	1

TEP #: 7/115 122002

COMPOUND DETAIL
SCALE 1/8" = 1'-0"



AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS**

D. Appointment of the North Carolina Association of County Commissioners' (NCACC) Annual Conference Voting Delegate

MANAGER'S COMMENTS:

The North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 23-25, 2018, in Catawba County. Each county in attendance is required to select a voting member for representation at the annual business meeting which is conducted as a part of the conference. Submission of the voting delegate is due August 17, 2018. For more information on the Conference, please go to: www.ncacc.org/AnnualConference.



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 111th Annual Conference of the North Carolina Association of County Commissioners to be held in Catawba County, N.C., on August 23-25, 2018.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 17, 2018:**

NCACC
353 E. Six Forks Road, Suite 300
Raleigh, NC 27609
Fax: (919) 733-1065
Email: alisa.cobb@ncacc.org
Phone: (919) 715-2685

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

G. Boards and Commissions

MANAGER'S COMMENTS:

Voluntary Farmland Preservation Program Advisory Board

The Voluntary Farmland Preservation Program Advisory Board recommends the re-appointment of Mr. Kelly Coffey and Mr. Joe McNeil. These are first readings.

WATAUGA COUNTY FARMLAND PRESERVATION PROGRAM

971 WEST KING STREET

BOONE NC 28607-3468



ADVISORY BOARD
KELLY COFFEY, CHAIR
JENNIFER MILLER
JOHNNY MORETZ
ANDREW ELLIS
JOE MCNEIL



7/11/2018

Watauga County Board of Commissioners
Courthouse, Suite 1
842 West King Street
Boone, NC 28607

Dear Commissioners,

At our July 2, 2018 quarterly meeting, the Advisory Board voted to have Mr. Joe McNeil re-appointed to serve on the Voluntary Farmland Preservation Program Advisory Board. We are requesting for the Board of Commissioners to re-appoint Mr. Joe McNeil for another 3 year term.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kelly Coffey".

Kelly Coffey, Chair
Farmland Preservation Board

PHONE: 828-264-0842

FAX: 828-264-3067

WATAUGA COUNTY FARMLAND PRESERVATION PROGRAM

971 WEST KING STREET

BOONE NC 28607-3468



ADVISORY BOARD

KELLY COFFEY, CHAIR

JENNIFER MILLER

JOHNNY MORETZ

ANDREW ELLIS

JOE MCNEIL



7/11/2018

Watauga County Board of Commissioners
Courthouse, Suite 1
842 West King Street
Boone, NC 28607

Dear Commissioners,

At our July 2, 2018 quarterly meeting, the Advisory Board voted to have Mr. Kelly Coffey re-appointed to serve on the Voluntary Farmland Preservation Program Advisory Board. We are requesting for the Board of Commissioners to re-appoint Mr. Kelly Coffey for another 3 year term.

Sincerely,

A handwritten signature in dark ink that reads "Jennifer Miller".

Jennifer Miller
Farmland Preservation Board

PHONE: 828-264-0842

FAX: 828-264-3067

Blank Page

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

H. Announcements

MANAGER'S COMMENTS:

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

AGENDA ITEM 10:

PUBLIC COMMENT

AGENDA ITEM 11:

BREAK

AGENDA ITEM 12:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)
Personnel Matters – G. S. 143-318.11(a)(6)