TENTATIVE AGENDA & MEETING NOTICE BOARD OF COUNTY COMMISSIONERS

TUESDAY, DECEMBER 15, 2015 5:30 P.M.

WATAUGA COUNTY ADMINISTRATION BUILDING COMMISSIONERS' BOARD ROOM

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: December 1, 2015, Regular Meeting December 1, 2015, Closed Session		1
	3	APPROVAL OF THE DECEMBER 15, 2015, AGENDA		11
5:35	4	BOARD OF EDUCATION MATTERS A. Facilities Survey Presentation B. Request for Lottery Funds	Dr. Scott Elliott Ms. Ly Marze	13 33
5:40	5	PROPOSED ACCEPTANCE OF FY 2016 SENIOR HEALTH INSURANCE INFORMATION PROGRAM (SHIIP) MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) GRANT	Ms. Angie Boitnotte	41
5:45	6	PROPOSED PLAN FOR NEW RIVER WATERSHED	Mr. George Santucci	59
5:50		PROPOSED EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)	Mr. Jeff Virginia	65
5:55	8	TAX MATTERS A. Monthly Collections Report B. Refunds & Releases	Mr. Larry Warren	75 77
6:00	9	BUDGET AMENDMENTS	Ms. Margaret Pierce	85
6:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Boards & Commissions B. Announcements	Mr. Deron Geouque	87 91
6:10	11	PUBLIC COMMENT		92
7:10	12	Break		92
7:15	13	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		92
7:30	14	Adjourn		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

December 1, 2015, Regular Meeting December 1, 2015, Closed Session



MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS TUESDAY, DECEMBER 1, 2015

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, December 1, 2015, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Jimmy Hodges, Chairman

David Blust, Vice-Chairman Billy Kennedy, Commissioner John Welch, Commissioner Perry Yates, Commissioner

Stacy C. Eggers, IV, County Attorney Deron Geouque, County Manager Anita J. Fogle, Clerk to the Board

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

APPROVAL OF MINUTES

Chairman Hodges called for additions and/or corrections to the November 17, 2015, regular meeting and closed session minutes.

The following statement was recommended to be added under Commissioner Discussion regarding the Health Department issue for the regular meeting minutes:

Commissioner Kennedy stated that even though several complaints had been received regarding environmental services; health services were provided by the Health Department with very little complaint.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the November 17, 2015, regular meeting minutes as amended.

VOTE: Aye-5 Nay-0

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the November 17, 2015, closed session minutes as presented.

BOARD ORGANIZATIONAL MATTERS

The meeting was turned over to County Manager Geouque for the election of the Chairman of the Watauga County Board of Commissioners.

A. Election of Officers

County Manager Geouque called for nominations for Chairman of the Watauga County Board of Commissioners.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to nominate Commissioner Hodges for Chairman.

VOTE: Aye-5 Nay-0

The meeting was then turned over to Chairman Hodges.

Chairman Hodges called for nominations for Vice-Chairman of the Watauga County Board of Commissioners.

Commissioner Yates, seconded by Chairman Hodges, moved to nominate Commissioner Blust for Vice-Chairman

VOTE: Aye-5 Nay-0

B. Staff Appointments

Commissioner Kennedy, seconded by Commissioner Yates, moved to reappoint Deron Geouque as the County Manager.

VOTE: Aye-5 Nay-0

Commissioner Kennedy, seconded by Commissioner Yates, moved to reappoint Anita Fogle as Clerk to the Board.

VOTE: Aye-5 Nay-0

Commissioner Kennedy, seconded by Commissioner Yates, moved to reappoint both Monica Harrison and Tammy Adams as Substitute Clerks to the Board.

Commissioner Kennedy, seconded by Commissioner Yates, moved to appoint Eggers, Eggers, Eggers, and Eggers as the Law Firm representing Watauga County as legal counsel for Watauga County including the Watauga County Department of Social Services and their Child Support Enforcement Offices and to authorize the County Attorney to engage legal services from other attorneys, at the County rate, to assist in cases where there is a conflict of interest in regards to social services and tax foreclosures.

VOTE: Aye-5 Nay-0

C. Fidelity Bonds.

The following individual fidelity bonds were presented for approval:

<u>Position</u>	Bond Amount	Statutory Requirement
Finance Director	\$50,000	No less than \$50,000, per NCGS 159-29
Deputy Finance Director/ County Manager	\$50,000	
Tax Collector	\$50,000	Amount considered reasonable by BCC, NCGS 105-349-c
Register of Deeds	\$50,000	At least \$10,000 but no more than \$50,000, NCGS 161-4
Sheriff	\$25,000	Amount considered reasonable by BCC, but no more than \$25,000 max, NCGS 162-8

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the individual fidelity bonds as presented and the Chairman to the Board of Commissioners, County Manager, and Finance Director as signors for the County's Banking Accounts.

VOTE: Aye-5 Nay-0

D. Commissioner Appointments to Boards & Commissions

The following Commissioner Board appointments were made by Chairman Hodges:

Board/Commission	Member
Appalachian District Health Department	Yates
Appalachian Theatre Board of Trustees Ex-Officio Member	Kennedy
AppalCART Authority	Blust
Blue Ridge Resource Conservation & Development Area	Blust
Caldwell Community College & Technical Institute - Watauga Advisory Board	Welch
Children's Council/Child Protection Team	Kennedy
Cooperative Extension Advisory Leadership Board	Yates
Economic Development Commission (EDC)	Yates
Educational Planning Committee (2 appointees)	Blust & Welch

EMS Advisory Committee	Kennedy
High Country Council of Governments	Hodges
Executive Board	
Rural Transportation Advisory Committee	
Juvenile Crime Prevention Council (JCPC)	Welch
Library Board	Kennedy
Motor Vehicle Valuation Review Committee	Welch
New River Service Authority Board	Hodges
POA Advisory Committee (Home & Community Care Block Grant)	Kennedy
Sheriff's Office Liaison	Kennedy
Smoky Mountain Center County Commissioner Advisory Board	Kennedy
Social Services Advisory Board	Hodges
Watauga County Fire Commission	Yates
Watauga County Personnel Advisory Committee	Hodges
Watauga County Recreation Commission	Welch
Watauga Medical Center Board of Trustees	Hodges
Watauga Opportunities, Inc.	Blust
Workforce Development Board (WDB)	Chairman

Commissioner Yates, seconded by Commissioner Welch, moved to accept the appointments as made by Chairman Hodges.

VOTE: Aye-5 Nay-0

E. Regular Meeting Schedule

Chairman Hodges stated that the Board of Commissioners' regular meetings were currently scheduled for the first Tuesday of each month at 8:30 A.M. and the third Tuesday of each month at 5:30 P.M.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to retain the regular meeting schedule for the Watauga County Board of Commissioners as follows: the first Tuesday of each month at 8:30 A.M. and the third Tuesday of each month at 5:30 P.M.

VOTE: Aye-5 Nay-0

APPROVAL OF AGENDA

Chairman Hodges called for additions and/or corrections to the December 1, 2015, agenda.

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the December 1, 2015, agenda as presented.

PRESENTATION OF FISCAL YEAR 2015 AUDIT

Ms. Misty Watson, CPA, PA, presented the Fiscal Year 2015 County audit. The County's financial position remains strong due to the direction provided by the Commissioners and through execution of that direction by County staff. Below are some of the financial highlights:

- ❖ The total assets of the County exceeded its liabilities at the close of the fiscal year by \$128,858,190.
- ❖ The County's unassigned fund balance for the general fund was \$18,192,063 at the end of the year, representing 38.99% of total General Fund expenditures. This is an increase of \$1,443,552 in the unassigned fund balance from the previous year.
- ❖ The collection rate for property taxes was 98.37% which was an increase from last year's 98.02%. The County is still above the statewide average of 97.23% in 2014.
- ❖ Outstanding debt principal decreased by \$5,002,291. Total outstanding debt principal at June 30, 2015 is \$47,273,471. Watauga County's legal debt limit is \$658,298,987 so the County continues to be well below the state limits.
- ❖ No material weaknesses were found in the County's accounting systems or internal controls.

The audit was presented for information only; however, staff requested the transfer of a \$1,443,552 increase in the unassigned fund balance to the Capital Project Fund for future County needs. Ms. Watson also presented the fiscal year 2016 audit contract in the amount of \$37,000. Funds have been budgeted to cover the expenditure.

County Manager Geouque stated that he would be drafting a letter to Todd Volunteer Fire Department requesting they take appropriate action to tighten their fiscal accountability.

Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to approve the fiscal year 2016 contract with Ms. Misty Watson, CPA, PA in the amount of \$37,000.

VOTE: Aye-5 Nay-0

Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to approve the transfer of the \$1,443,552 increase in the unassigned fund balance to the Capital Project Fund for future County projects.

BLUE RIDGE CONSERVANCY REQUEST FOR WATAUGA RIVER ACCESS

Mr. Eric Hiegl with Blue Ridge Conservancy (BRC) presented an update and request on the Guy Ford River Access. Blue Ridge Conservancy is in the process of acquiring a 2.3 acre parcel on the Watauga River. This acquisition would complement the nearby Upper Watauga Gorge Park and American Whitewater Tester Road Accesses. Mr. Hiegl stated that they had received \$25,000 from the Tennessee Valley Authority and \$25,000 from the Watauga County TDA to be used toward the purchase of the property. BRC is continuing to raise funds for the purchase. BRC is not requesting direct funds from the County; however, once the property is acquired, the BRC requests the transfer of the property to the County.

Discussion was held regarding future maintenance costs associated with a County-owned property.

Commissioner Kennedy, seconded by Commissioner Welch, moved to accept the future donation from Blue Ridge Conservancy for the Guy Ford River Access once the purchase of the 2.3 acre parcel is complete.

VOTE: Aye-5 Nay-0

DISCUSSION REGARDING PANHANDLING ORDINANCE

Sheriff Hagaman presented information regarding a potential panhandling ordinance. Discussion was held regarding the various ways that panhandling could be managed. County Attorney Eggers stated that panhandling could not be banned but could be regulated. The County Attorney also stated that, if permits were included as a solution, the County would be protected against liability under governmental immunity. The County Attorney also stated that if a penalty was established; it could be a monetary fine or a misdemeanor with a citation or arrest.

After lengthy discussion, the Board agreed, by consensus, to direct the County Attorney and Sheriff to work together to draft an ordinance regulating panhandling within the County for future consideration.

PRESENTATION OF PROJECT ON AGING'S ANNUAL REPORT

Ms. Angie Boitnotte, Project on Aging Director, presented the annual comprehensive evaluation of the agency's operations and policies as required by the NC Division of Health Service Regulation.

Commissioner Yates, seconded by Commissioner Welch, moved to accept the annual report as presented.

PROPOSED CONTRACT FOR LICENSE PLATE AGENCY

On behalf of Mr. Larry Warren, Tax Administrator, who was in Jury Duty; County Manager Geouque presented a new contract and standard operating procedures (SOP) manual for the License Plate Agency operated by the County. The new contract and SOP is due to the revisions made by the NCDMV. The current LPA is classified as a Tier I and will more than likely advance to a Tier II designation due to transaction volume. Tier II has a total transaction volume of 50,001 to 100,000. There would be little to no change in Tier I to Tier II status as the County is currently meeting the standards and requirements for Tier II.

Commissioner Yates, seconded by Commissioner Welch, moved to approve the LPA contract and Standard Operating Procedures Manual as presented.

VOTE: Aye-4(Hodges, Blust, Welch, Yates) Nay-1(Kennedy)

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. January's Meeting Schedule

County Manager Geouque stated that the Board has traditionally cancelled one of the meetings in either December or January depending on how the holidays have fallen. Due to where Christmas and New Year fall this year, staff would recommend the Board cancel the first meeting in January as there would be insufficient time to prepare the Board packets. Historically, December and the first weeks in January have few issues requiring Board action.

Commissioner Kennedy, seconded by Commissioner Welch, moved to cancel the January 5, 2016, regular Board meeting.

VOTE: Aye-5 Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Announcements

County Manager Geouque announced the following:

- The Annual County Christmas Luncheon, scheduled on Tuesday, December 8, 2015, will be held at Dan'l Boone Inn from 11:45 A.M. to 2:00 P.M.
- The Register of Deeds staff invites you to join them for holiday goodies on Monday, December 14, 2015, from 2:00 4:00 P.M. in the Land Records Office.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 10:09 A.M., Commissioner Kennedy, seconded by Commissioner Welch, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5 Nay-0

Commissioner Kennedy, seconded by Commissioner Welch, moved to resume the open meeting at 10:41 A.M.

VOTE: Aye-5 Nay-0

ADJOURN

Commissioner Welch, seconded by Commissioner Yates, moved to adjourn the meeting at 10:41 A.M.

Jimmy Hodges, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE DECEMBER 15, 2015, AGENDA

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AGENDA ITEM 4:

BOARD OF EDUCATION MATTERS

A. Facilities Survey Presentation

MANAGER'S COMMENTS:

Dr. Scott Elliott, Watauga County Schools Superintendent, will review the school systems future facility needs. The report will be reviewed during the upcoming Fiscal Year 2016-17 budget planning process.

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

Watauga County Schools Capital Improvement Plan 2015

WATAUGA COUNTY SCHOOLS CAPITAL IMPROVEMENT PLAN 2015

In an effort to meet the standards of the North Carolina Building Code and North Carolina Public Instruction guidelines for 21st Century School Facilities, this booklet outlines the long range plan for the Watauga County School System's facilities capital improvement requirements. The cost estimates were determined using North Carolina Department of Instruction facilities cost data, actual local estimates, or other generally accepted facilities cost metrics. The cost estimates contained in this booklet are for long range budget planning and do not reflect any yearly increases due to cost increases in labor or materials.

Watauga County School System conducted an architectural review of six elementary schools last year in an effort to update the capital improvement plan. A report titled "An Architectural Evaluation Study of Six Elementary Schools", dated February 28, 2014 was provided by David R. Jones Architecture. Mabel School, Cove Creek School and Watauga High School were not included in the architectural review due to their relatively new construction. Much of what Mr. Jones recommended is contained in this plan as well as observations of school staff and maintenance personnel.

The Watauga County School System consists of eight elementary school campuses, one high school campus, a central administrative office, a maintenance department and a transportation department. These schools range from 4 to 79 years of age. The system has over 900,000 square feet of building space and approximately 260 acres of land.

The items contained in this plan attempt to address the <u>known</u> issues in the following areas:

- Building code violations
- NC DPI guidelines for classroom space
- ADA requirements
- Addition of air conditioning with fresh air ventilation.
- Lighting upgrades
- Failing infrastructure
 - o Structural
 - o Water/Sewer
 - o Electrical
 - o HVAC
 - o Alarms and communications
- Renovate interior spaces

Bethel School (K-8)

Original Construction: 1936 Approximate Age: 79 years

Additions and Renovations:

1960's 1970's

1989 New Gym and Gym Lobby

1995 1-3 Classroom Addition, Office Admin area.

Approximate Square Footage: 48,000 Approximate Enrollment: 175

Project Project	I	Projected Cost		
Add AC with Ventilation	\$	1,386,000		
Remodel Two Classrooms in Basement	\$	42,000		
Replace Rotted Floor Timbers	\$	329,000		
LED Lighting	\$	125,000		
Replace WWTP	\$	285,000		
Replace Heating Boilers	\$	55,000		
Resurface Parking	\$	110,000		
Replace Entrance Doors	\$	30,000		
Replace Roof	\$	338,000		
Replace Windows	\$	160,000		
Replace Fire Alarm	\$	40,000		
Replace Intercom with VOIP	\$	50,000		
Replace Interior Water and Sewer Lines	\$	450,000		
Replace Interior Doors	\$	50,000		
Replace Ceiling, Flooring and Repaint	\$	310,000		
Renovate to meet ADA Requirements	\$	125,000		
Contingency 5.5%	\$	210,000		
Admin. & Design Fees 8.5%	\$	325,000		
TOTAL	\$	4,420,000		

Estimated cost to replace facility* \$

12,500,000

Blowing Rock School (K-8)

Original Construction:

1939

Approximate Age:

76 years

Additions and Renovations:

1950's 1960's

1983 Auditorium Addition

1994 Kitchen, Office, 1st & 2nd Floor Additions and Renovations

2001 Renovations of the Old Gym

Approximate Square Footage:

70,500

Approximate Enrollment:

348

Project	Projected Cost	
	b	
Add AC with Ventilation	\$	2,100,000
Replace Boilers	\$	110,000
LED Lighting	\$	125,000
Resurface Parking	\$	115,000
Renovate Science Labs	\$	46,000
Renovate Bathrooms 3/5 Hallway	\$	57,000
Replace Windows	\$	240,000
Replace Roof	\$	500,000
Replace all Exterior Doors	\$	150,000
Replace Interior Water and Sewer Lines	\$	600,000
Replace Fire Alarm	\$	50,000
Replace Intercom with VOIP	\$	60,000
Renovate to meet ADA Requirements	\$	175,000
Replace Interior Doors	\$	71,000
Replace Ceiling, Flooring and Repaint	\$	455,000
Renovate to meet Fire Code.	\$	350,000
Contingency 5.5%	\$	279,000
Admin. & Design Fees 8.5%	\$	431,000
TOTAL	\$	5,914,000

Estimated cost to replace facility*

\$ 18,300,000

Cove Creek School (PreK-8)

Original Construction:

1995

Approximate Age:

20 years

Approximate Square Footage: Approximate Enrollment:

65,000

297

Project Project	Projected Cost		
Add AC with Ventilation	\$	1,917,000	
LED Lighting	\$	120,000	
Replace Entrance Doors	\$	30,000	
Resurface Parking	\$	125,000	
Electrical Upgrades	\$_	65,000	
Replace Fire Alarm	\$	40,000	
Replace Intercom with VOIP	\$	50,000	
Replace Interior Doors	\$	65,000	
Replace Ceiling, Flooring and Repaint	\$	420,000	
Replace Hot Water Boilers	\$	75,000	
Contingency 5.5%	\$_	160,000	
Admin. & Design Fees 8.5%	\$	247,000	
TOTAL	\$	3,314,000	

Estimated cost to replace facility*

16,800,000 \$

Green Valley School (PreK-8)

Original Construction:

1952

Approximate Age:

63 years

Additions and Renovations:

1970's 1980's

1992 Additions & Alterations including Wastewater Treatment Facilities

Approximate Square Footage:

67,000

Approximate Number of Students:

375

Projects	Projec	Projected Cost	
- 15 - 15 - 15 - 15 - 15 - 15 - 15 - 15			
Add AC with Ventilation	\$	2,000,000	
Replace Roof	\$	475,000	
LED Lighting	\$	120,000	
Resurface Parking	\$	103,000	
Replace Fire Alarm	\$	40,000	
Replace Intercom with VOIP	\$	50,000	
Renovate to meet ADA Requirements	\$	100,000	
Replace Plumbing Faucets	\$	30,000	
Replace Interior Doors	\$	67,000	
Replace Ceiling, Flooring and Repaint	\$	432,000	
Replace all Exterior Doors	\$	125,000	
Contingency 5.5%	\$	122,000	
Admin. & Design Fees 8.5%	\$	297,000	
TOTAL	\$	3,961,000	

Estimated cost to replace facility*

\$ 17,400,000

Hardin Park School (PreK-8)

Original Construction: 1972 Approximate Age: 43 years

Additions and Renovations:

1970's

1989 Fascia Renovations

1995 Additions & Renovations; Center, Main Building, Middle School & Gym

Approximate Square Footage: 128,000 Approximate Number Enrollment: 804

Project	 Projected Cost	
Add AC with Ventilation	\$ 3,600,000	
Replace Plumbing Faucets	\$ 50,000	
Replace Air Handler Units	\$ 300,000	
Electrical Service Upgrades	\$ 130,000	
LED Lighting	\$ 210,000	
Replace Boilers	\$ 100,000	
Resurface Parking	\$ 335,000	
Replace Interior Water and Sewer Lines	\$ 800,000	
Replace Roof	\$ 865,000	
Replace HVAC Heat Pumps	\$ 75,000	
Add Auxiliary Gym	\$ 1,600,000	
Add Second CTE Room	\$ 400,000	
Replace Fire Alarm	\$ 60,000	
Add Egress to Corridor	\$ 30,000	
Renovate to meet ADA Requirements	\$ 45,000	
Replace Intercom with VOIP	\$ 70,000	
Replace Interior Doors	\$ 124,000	
Replace Ceiling, Flooring and Repaint	\$ 799,000	
Replace all Exterior Doors	\$ 175,000	
Contingency 5.5%	\$ 508,000	
Admin. & Design Fees 8.5%	\$ 796,000	
TOTAL	\$ 11,072,000	

Estimated cost to replace facility* 31,900,000 \$

Mabel School (K-8)

Original Construction:

1992

Approximate Age:

Replace Fire Alarm

Kitchen Addition

Contingency 5.5%

Replace Interior Doors

Replace Intercom with VOIP

Admin. & Design Fees 8.5%

Replace Ceiling, Flooring and Repaint

23 years

Approximate Square Footage:

48,000

Approximate Enrollment:

188

Project	Projected Cost		
	, a f		
Add AC with Ventilation	\$	1,400,000	
Replace Plumbing Faucets	\$	25,000	
Replace Heating Fuel Tank	\$	70,000	
Resurface Parking	\$	120,000	
Replace Front Entrance Doors	\$	103,000	
Replace Heating Boilers	\$	103,000	
Replace Hot Water Boiler	\$	45,000	

TOTAL \$ 196,000 \$ 3,137,000

\$

\$

\$

\$

\$

\$

Estimated cost to replace facility*

\$ 12,400,000

40,000

50,000

48,000

310,000

500,000

127,000

Parkway School (PreK-8)

Original Construction:

1952

Approximate Age:

63 years

Additions and Renovations:

1960's 1970's 1980's 1994

Approximate Square Footage:

85,800

Approximate Enrollment:

517

Project Projected Cost

<u> </u>	1 Tojecteu Cost		
Add AC with Ventilation	\$	2,527,000	
Add Auxiliary Gym	\$	1,600,000	
Add Second CTE Room	\$	400,000	
Upgrade Electrical	\$	76,000	
LED Lighting	\$	120,000	
Replace Entrance Doors	\$	30,000	
Replace Windows	\$	250,000	
Replace Fire Alarm System	\$	40,000	
Add Heating Boiler	\$	55,000	
Replace Intercom with VOIP	\$	50,000	
Replace HVAC Air Handlers	\$	300,000	
Replace Interior Doors	\$	86,000	
Replace Ceiling, Flooring and Repaint	\$	553,000	
Replace HVAC Heat Pumps	\$	75,000	
Contingency 5.5%	\$	319,000	
Admin. & Design Fees 8.5%	\$	504,000	

TOTAL

\$ 6,985,000

Estimated cost to replace facility*

\$ 22,300,000

Valle Crucis School

Original Construction:

1940

Approximate Age:

65 years

Additions and Renovations:

1956

1966

1985

1993

2013 Structural Floor Framing

Approximate Square Footage:

66,600

Approximate Enrollment:

346

Project	P	Projected Cost	
Add AC with Ventilation	\$	3,200,000	
Replace Middle School Building	\$	2,500,000	
Replace Plumbing Faucets	\$	25,000	
Upgrade Electric	\$	61,000	
LED Lighting	\$	135,000	
Replace Roof	\$	452,000	
4 Classroom Addition	\$	1,300,000	
Replace Entrance Doors	\$	30,000	
Replace Windows	\$	250,000	
Replace all Exterior Doors	\$	175,000	
Replace Boilers	\$	100,000	
Replace Electric Hot Water Heater	\$	5,000	
Replace Fire Alarm	\$	50,000	
Replace Interior Doors	\$	67,000	
Replace Ceiling, Flooring and Repaint	\$	430,000	
Replace Intercom with VOIP	\$	60,000	
Contingency 5.5%	\$	366,000	
Admin. & Design Fees 8.5%		585,000	
TOTAL	\$	9,791,000	

Estimated cost to replace facility*

\$ 17,300,000

Watauga High School (9-12)

Original Construction: 2010
Approximate Age: 5 years
Approximate Square Footage: 236,700
Approximate Enrollment: 1,351

		Pro	Pro	jected Cost	
Rep	lace F	ield Turf		\$	600,000
Rep	aint In	terior		\$	401,000
		TO'	<u> </u>	1.001.000	

Summary

	Renovation Cost Replacement Cost*		Renovation as % of Replacement	
Bethel	\$	4,420,000	\$ 12,500,000	35%
Blowing Rock	\$	5,914,000	\$ 18,300,000	32%
Cove Creek	\$	3,314,000	\$ 16,800,000	20%
Green Valley	\$	3,961,000	\$ 17,400,000	23%
Hardin Park	\$	11,072,000	\$ 31,900,000	35%
Mabel	\$	3,173,000	\$ 12,400,000	26%
Parkway	\$	6,985,000	\$ 22,300,000	31%
Valle Crucis	\$	9,791,000	\$ 17,300,000	57%

Total Renovations \$49,595,000

Renovations with Replacement of Hardin Park and Valle Crucis. \$78,027,253

^{*} Replacement cost was calculated using NC Department of Public Instruction projected cost of \$259.00 sq. ft. Average North Carolina school construction cost have increased from \$140.00 sq. ft. in 2010 to \$196.00 sq. ft. in 2015.

School	Project		Projected Cost	Notes
Bethel				Deteriorating floor system, 6-8 wing needs toilets.
	Add AC with Ventilation	\$	1,386,000	•
	Remodel Two Classrooms in Basement	\$	42,000	CTE Classrooms
	Replace Rotted Floor Timbers	\$	329,000	
	LED Lighting	\$	125,000	Energy Conservation/T12 Lamps
	Replace WWTP	\$	285,000	
	Replace Heating Boilers	\$	55,000	
	Resurface Parking	\$	110,000	
	Replace Entrance Doors	\$	30,000	
	Replace Roof	\$	338,000	
	Replace Windows	\$	160,000	Utilized as emergency exits.
	Replace Fire Alarm	\$	40,000	
	Replace Intercom with VOIP	\$	50,000	
	Replace Interior Water and Sewer Lines	\$	450,000	Facility toilet is not in use due to ruptured drain lines.
	Replace Interior Doors	\$	50,000	
	Replace Ceiling, Flooring and Repaint	\$	310,000	
	Renovate to meet ADA Requirements	\$	125,000	Front entrance, playgrounds, toilet rooms in orginal building
	Contingency 5.5%	\$	210,000	
	Admin. & Design Fees 8.5%	\$	325,000	
	TOTAL	S	4,420,000	

Blowing Rock			Classrooms are too small. flooding Issues. HVAC comfort levels.
	Add AC with Ventilation	\$ 2,100,000	Required by NC Mechanical Code
	Replace Boilers	\$ 110,000	
	LED Lighting	\$ 125,000	
_	Resurface Parking	\$ 115,000	
	Renovate Science Labs	\$ 46,000	
	Renovate Bathrooms 3/5 Hallway	\$ 57,000	
	Replace Windows	\$ 240,000	
	Replace Roof	\$ 500,000	
	Replace all Exterior Doors	\$ 150,000	
	Replace Interior Water and Sewer Lines	\$ 600,000	
	Replace Fire Alarm	\$ 50,000	
	Replace Intercom with VOIP	\$ 60,000	
	Renovate to meet ADA Requirements	\$ 175,000	Wheel chair areas in auditorium, out swing doors, toilet rooms
	Repolace Interior Doors	\$ 71,000	
	Replace Ceiling, Flooring and Repaint	\$ 455,000	
	Renovate to meet Fire Code.	\$ 350,000	Install 1 hour rated corridors in 3-6 wing.
· <u>-</u>	Contingency 5.5%	\$ 279,000	
	Admin. & Design Fees 8.5%	\$ 431,000	

TOTAL 5,914,000 \$

TOTAL

School	Project	Projected Cost	Notes
Cove Creek			
	Add AC with Ventilation	\$ 1,917,000	Required by NC Mechanical Code
	LED Lighting	\$ 120,000	
	Replace Entrance Doors	\$ 30,000	
	Resurface Parking	\$ 125,000	
	Electrical Upgrades	\$ 65,000	
	Replace Fire Alarm	\$ 40,000	
	Replace Intercom with VOIP	\$ 50,000	
	Replace Interior Doors	\$ 65,000	
	Replace Ceiling, Flooring and Repaint	\$ 420,000	
	Replace Hot Water Boilers	\$ 75,000	
	Contingency 5.5%	\$ 160,000	
	Admin. & Design Fees 8.5%	\$ 247,000	

Green Valley Add AC with Ventilation Provide parking, storage and A/C

3,314,000

L	Add AC with Ventilation	1.2	2,000,000	Required by NC Mechanical Code
	Replace Roof	\$	475,000	
	LED Lighting	\$	120,000	
	Resurface Parking	\$	103,000	
	Replace Fire Alarm	\$	40,000	
	Replace Intercom with VOIP	\$	50,000	
	Renovate to meet ADA Requirements	\$	100,000	K-1 classrooms toilets and playgrounds.
	Replace Plumbing Faucets	\$	30,000	26
	Replace Interior Doors	\$	67,000	
_				

Replace Ceiling, Flooring and Repaint	\$ 432,000	
Replace all Exterior Doors	\$ 125,000	121515 BCC Meeting
Contingency 5.5%	\$ 122,000	
Admin. & Design Fees 8.5%	\$ 297,000	

TOTAL \$ 3,961,000

School	Project		Projected Cost	Notes
Hardin Park				Provide parking, auxiliary gym, accessable playgrounds & A/C.
	Add AC with Ventilation	\$	3,600,000	Required by NC Mechanical Code
	Replace Plumbing Faucets	\$	50,000	
	Replace Air Handler Units	\$	300,000	
	Electrical Service Upgrades	\$	130,000	
	LED Lighting	\$	210,000	
	Replace Boilers	\$	100,000	
	Resurface Parking	\$	335,000	
	Replace Interior Water and Sewer Lines	\$	800,000	
	Replace Roof	\$	865,000	Reroofed in 2005, roof is failing with many leaks.
	Replace HVAC Heat Pumps	\$	75,000	
	Add Auxiliary Gym	\$	1,600,000	
	Add Second CTE Room	\$	400,000	
	Replace Fire Alarm	\$	60,000	
	Add Egress to Corridor	\$	30,000	Classrooms 220, 221, 222 & 269. Dead end corridor is 110' long
	Renovate to meet ADA Requirements	\$	45,000	Playgrounds
	Replace Intercom with VOIP	\$	70,000	
	Replace Interior Doors	\$	124,000	
	Replace Ceiling, Flooring and Repaint	\$	799,000	
	Replace all Exterior Doors	\$	175,000	
	Contingency 5.5%	\$	508,000	
	Admin. & Design Fees 8.5%	\$	796,000	
	Total Renovations	S	11,072,000	=

Construct 123,000 sq. ft. facility to replace Hardin Park School \$

31,880,533

Mabel			
	Add AC with Ventilation	\$ 1,400,000	Required by NC Mechanical Code
	Replace Plumbing Faucets	\$ 25,000	
	Replace Heating Fuel Tank	\$ 70,000	
	Resurface Parking	\$ 120,000	
	Replace Front Entrance Doors	\$ 103,000	
	Replace Heating Boilers	\$ 103,000	
	Replace Hot Water Boiler	\$ 45,000	
[Replace Fire Alarm	\$ 40,000	
	Replace Intercom with VOIP	\$ 50,000	
	Replace Interior Doors	\$ 48,000	
	Replace Ceiling, Flooring and Repaint	\$ 310,000	
	Kitchen Addition	\$ 500,000	
	Contingency 5.5%	\$ 127,000	
	Admin. & Design Fees 8.5%	\$ 196,000	

TOTAL 3,137,000

School	Project	Projected Cost	Notes
Parkway			Provide parking, storage and classroom space.
	Add AC with Ventilation	\$ 2,527,000	Required by NC Mechanical Code
	Add Auxiliary Gym	\$ 1,600,000	
	Add Second CTE Room	\$ 400,000	
	Upgrade Electrical	\$ 76,000	
	LED Lighting	\$ 120,000	
	Replace Entrance Doors	\$ 30,000	
	Replace Windows	\$ 250,000	
	Replace Fire Alarm System	\$ 40,000	
	Add Heating Boiler	\$ 55,000	
	Replace Intercom with VOIP	\$ 50,000	27
	Replace HVAC Air Handlers	\$ 300,000	

Replace Interior Doors	S	86,000	
Replace Ceiling, Flooring and Repaint	\$	553,000	121515 BCC Meeting
Replace HVAC Heat Pumps	\$	75,000	
Contingency 5.5%	\$	319,000	
Admin. & Design Fees 8.5%	\$	504,000	
TOTAL	\$	6,985,000	-u

Valle Crucis				Provide storage and classroom space, Flooding, Floor settling.
	Add AC with Ventilation	\$		Required by NC Mechanical Code
	Replace Middle School Building	\$	2,500,000	Floor Issue
	Replace Plumbing Faucets	\$	25,000	
	Upgrade Electric	\$	61,000	
	LED Lighting	\$	135,000	
	Replace Roof	\$	452,000	
	4 Classroom Additon	\$	1,300,000	Flooding Issue
	Replace Entrance Doors	\$	30,000	
	Replace Windows	\$	250,000	
	Replace all Exterior Doors	\$	175,000	
	Replace Boilers	\\$	100,000	Add second heating boiler
	Replace Electric Hot Water Heater	\$	5,000	
	Replace Fire Alarm	\$	50,000	
	Replace Interior Doors	\$	67,000	
	Replace Ceiling, Flooring and Repaint	\$	430,000	
	Replace Intercom with VOIP	\$	60,000	
	Contingency 5.5%	\$	366,000	
	Admin. & Design Fees 8.5%	\$	585,000	
	TOTAL	\$	9,791,000	

Construct 67,000 sq. ft. facility to replace Valle Crucis School

17,414,720

			Projected			
School	Project		Cost	Notes		
Watauga						
High School						
	Replace Field Turf	\$	600,000			
	TOTAL	S	600,000		-	

WCS System Totals	
Renovations (all schools)	\$ 49,194,000
Renovations with New Construction	
of Hardin Park and Valle Crucis	\$ 77,626,253
Added Cost of New Construction at Hardin Park	
and Valle Crucis Compared to Renovations	\$ 28,432,253



2015-16 DPI Facility Needs Survey

Watauga County Schools Long Range Plan

Administrative Unit: Watauga County Schools (Unit 950)

I. Certification of Board of Education

The Watauga County Schools Board of Education hereby submits its Facility Needs Survey dated 11/30/2015 listing all improvements and additional facilities needed to accommodate projected enrollments through the 2020-21 school year and improvements to existing facilities to provide safe, comfortable environments that support the educational programs.

We do hereby certify that the needs identified herein are a true representation of our situation. Alternatives were considered and this plan provides the best balance between cost and benefit to our students. We understand that costs have been standardized to statewide averages to provide uniform comparisons.

Date
Date
copy of this survey
y constitute
Date
Date

2015-16 DPI Facility Needs Survey

Watauga County Schools

Capacity Summary & Plan (0 to 5 years)

	ADM		Curi	rent Capa	city		Mobile	Teach	Needs	F	Planned	Capacity	(future)	
UNIT: 950	2014/15	Pre-K	K-5	Middle	High	K-12	Wobile	Station	Needs	Pre-K	K-5	Middle	High	K-12
950 308 Bethel Elementary	169	0	144	78	0	222	0	0	Addition/Renovation	0	115	63	0	178
950 312 Blowing Rock Elementa	345	0	424	156	0	580	0	0	Renovations	0	240	113	0	353
950 316 Cove Creek Elementary	262	18	258	156	0	414	0	0	Renovations	18	200	83	0	283
950 320 Green Valley Elementar	385	18	338	182	0	520	0	0	Renovations	18	246	116	0	362
950 322 Hardin Park Elementary	791	18	574	289	0	863	0	0	New School	18	550	244	0	794
950 324 Mabel Elementary	171	0	180	104	0	284	0	0	Renovations	0	132	59	0	191
950 328 Parkway Elementary	491	17	358	289	0	647	0	0	Renovations	18	353	154	0	507
950 332 Valle Crucis Elementary	339	18	278	130	0	408	0	0	None Needed	18	278	130	0	408
950 336 Watauga High	1,324	0	0	0	1,807	1,807	0	0	None Needed	0	0	0	1,370	1,370
Totals:	4,277	89	2,554	1,384	1,807	5,745	0	0		90	2,114	962	1,370	4,44

	K-5	Middle	High	K-12		K-5	Middle	High	K-12
Current Capacity:	2,554	1,384	1,807	5,745	Total Capacity:	2,114	962	1,370	4,446
ADM 2014/15:	2,013	940	1,324	4,277	Proj Enrollment 2020/21:	2,049	955	1,332	4,336
Difference:	541	444	483	1,468	Difference:	65	7	38	110



Watauga County Schools

Capacity Summary & Plan (6 to 10 years)

	ADM		Curi	rent Capa	city		Mobile	Teach	Needs		Planne	d Capaci	ty (future	e)
UNIT: 950	2014/15	Pre-K	K-5	Middle	High	K-12	Mobile	Station	Needs	Pre-K	K-5	Middle	High	K-12
950 308 Bethel Elementary	169	0	144	78	0	222	0	0	Renovations	0	117	64	Ō	181
950 312 Blowing Rock Elementa	345	0	424	156	0	580	0	0	Renovations	0	243	113	0	356
950 316 Cove Creek Elementary	262	18	258	156	0	414	0	0	Renovations	18	203	84	0	287
950 320 Green Valley Elementar	385	18	338	182	0	520	0	0	Renovations	18	249	116	0	365
950 322 Hardin Park Elementary	791	18	574	289	0	863	0	0	None Needed	18	558	247	0	805
950 324 Mabel Elementary	171	0	180	104	0	284	0	0	Renovations	0	134	60	0	194
950 328 Parkway Elementary	491	17	358	289	0	647	0	0	Renovations	18	358	156	0	514
950 332 Valle Crucis Elementary	339	18	278	130	0	408	0	0	Addition/Renovation	18	231	107	0	338
950 336 Watauga High	1,324	0	0	0	1,807	1,807	0	0	None Needed	0	0	0	1,389	1,389
Totals:	4,277	89	2,554	1,384	1,807	5,745	0	0		90	2,093	947	1,389	4,429

	K-5	Middle	High	K-12
Current Capacity:	2,554	1,384	1,807	5,745
ADM 2014/15:	2,013	940	1,324	4,277
Difference:	541	444	483	1,468

	K-5	Middle	High	K-12
Total Capacity:	2,093	947	1,389	4,429
Proj Enrollment 2025/26:	2,038	968	1,329	4,335
Difference:	55	(21)	60	94

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AGENDA ITEM 4:

BOARD OF EDUCATION MATTERS

B. Request for Lottery Funds

MANAGER'S COMMENTS:

Ms. Ly Marze, Finance Director for Watauga County Schools, will request funds from the Education Lottery Fund. \$90,000 will be used for electronic card access for Bethel, Mabel, Blowing Rock, and Green Valley Schools; \$80,000 for replacement of old carpet and floor tiles at all elementary schools; \$42,000 for replacement of dishwashers at Green Valley and Parkway Schools; \$12,000 for new exterior doors at Blowing Rock and Hardin Park Schools; \$10,000 for new drop ceiling to provide better acoustics at Blowing Rock School; and \$9,000 to replace unsafe and deteriorating steps at Parkway School.

The total amount requested is \$243,000.

Board action is required to approve the \$243,000 request from the Public School Building Capital Fund (Lottery Distribution).

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Watauga County

Watauga County Schools

Address: PO Box 1790, Boone, NC 28607

Project Title: Access Control Systems

County:

Location:

LEA:

ON	Approve	d:
HOOL BUILDING CAPITAL FUND ROLINA EDUCATION LOTTERY	Date:	
auga County	Contact Person:	Ly Marze
auga County Schools	Title:	Finance Director
Box 1790, Boone, NC 28607	Phone:	828-264-7190
Access Control Systems		
Bethel, Mabel, Blowing Rock, and Green	Valley schools	

Type of Facility: K-8 Schools North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance

(3) No county shall have to provide matching funds...

(Signature — Chair, Board of Education)

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.

Short description of Construction Project: Provide electronic card access for each school to ensure safety for students and staff Estimated Costs: Purchase of Land \$ Planning and Design Services New Construction Additions / Renovations 90,000.00 Repair Debt Payment / Bond Payment 90,000.00 Estimated Project Beginning Date: Feb 2016 Est. Project Completion Date: April 2016 We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project. The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 90,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546. (Signature — Chair, County Commissioners) (Date)

Form Date: July 01, 2011

(Date)

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Watauga County Schools

Address: PO Box 1790, Boone, NC 28607

Project Title: Replace/refinish flooring

Type of Facility: K-8 Schools

County: Watauga County

LEA:

Location:

	Date:	-
Contac	t Person:	Ly Marze
Title:		Finance Director
Phone		828-264-7190

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

all eight K-8 schools in district

- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
 - (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. *Applications must be submitted within one year following the date of final payment to the Contractor or Vendor*.

Short description of Construction Project: Continue replacement of old carpet and floor tiles and refinish flooring to ensure safety for students and staff Estimated Costs: Purchase of Land Planning and Design Services _____ New Construction 80,000.00 Additions / Renovations Repair Debt Payment / Bond Payment TOTAL _____ 80,000.00 Estimated Project Beginning Date: Feb 2016 Est. Project Completion Date: Aug 2016 We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project. The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$______ from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546. (Signature — Chair, County Commissioners) (Date) (Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

APPLICATION PUBLIC SCHOOL BUILDING CAPITAL FUND NORTH CAROLINA EDUCATION LOTTERY	Approved	d:
County: Watauga County	Contact Person:	Ly Marze
LEA: Watauga County Schools	Title:	Finance Director
Address: PO Box 1790, Boone, NC 28607	Phone:	828-264-7190
Project Title: Blowing Rock Drop Ceilings		
Location: Blowing Rock School, 165 Morris St, Blow Type of Facility: K-8 School	ring Rock, NC 28	605

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
 - (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.

Short description of Construction Project: Install new drop ceiling to provide better acoustics w/ T-8s

Estimated Costs:			
Purchase of Land	\$		
Planning and Design Services			
New Construction			
Additions / Renovations			
Repair			
Debt Payment / Bond Payment			
TOTAL		10,000.00	
101AL	- '		
Estimated Project Beginning Date: Jan 2016	Est. Pr	oject Completion Date: Ap	oril 2016
We, the undersigned, agree to submit a statement days following completion of the project.	of state moni	es expended for this project	t within 60
The County Commissioners and the Board of Educ			
project, and request release of \$1 Building Capital Fund (Lottery Distribution). We ce parameters of G.S. 115C-546.	rtify that the p	from the Public S project herein described is v	vithin the
(Signature — Chair, County Commissioners)		(D	ate)
(Signature — Chair, Board of Education)		(D	ate)

Form Date: July 01, 2011

APPLIC	CATION	
PUBLIC	SCHOOL BUILDING CAPITAL F	UND
NORTH	CAROLINA EDUCATION LOTTE	RY
County:	Watauga County	Contact

Watauga County Schools

Address: PO Box 1790, Boone, NC 28607

Project Title: Parkway Metal Steps

Type of Facility: K-8 School

County:

Location:

LEA:

ON	Approve	d:
HOOL BUILDING CAPITAL FUND ROLINA EDUCATION LOTTERY	Date:	
rauga County	Contact Person:	Ly Marze
tauga County Schools	Title:	Finance Director
Box 1790, Boone, NC 28607	Phone:	828-264-7190
Parkway Metal Steps		
Parkway School, 160 Parkway School Ro	I, Boone, NC 286	07

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects
 - (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.

Short description of Construction Project: Replace exterior steps that have deteriorated and is a safety hazard for students and staff **Estimated Costs:** \$ Purchase of Land Planning and Design Services New Construction 9,000.00 Additions / Renovations Repair Debt Payment / Bond Payment 9.000.00 Estimated Project Beginning Date: Feb 2016 Est. Project Completion Date: April 2016 We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project. The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 9,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546. (Signature — Chair, County Commissioners) (Date) (Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

APPLICATION	
PUBLIC SCHOOL BUILDING CAPITAL FU	ND
NORTH CAROLINA EDUCATION LOTTER	Y

APPLICATION PUBLIC SCHOOL BUILDING CAPITAL FI FORTH CAROLINA EDUCATION LOTTE	Doto	d:
County: Watauga County	Contact Person:	Ly Marze
EA: Watauga County Schools	Title:	Finance Director
ddress: PO Box 1790, Boone, NC 28607	Phone:	828-264-7190
ocation: Blowing Rock and Hardin Park school ype of Facility: _ K-8 Schools	ols	
North Carolina General Statutes, Chapter 18C, pro Carolina State Lottery Fund be transferred to the F with G.S. 115C-546.2. Further, G.S. 115C-546.2 (3) No county shall have to provide matching fu (4) A county may use monies in this Fund to pa administrative units and to retire indebtedness inco (5) A county may not use monies in this Fund in	Public School Building (d) has been amended unds ay for school construction for school constructions are designed for school constructions	Capital Fund in accordance d to include the following: on projects in local school action projects.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.

Short description of Construction Project: Replace deteriorated exterior doors Estimated Costs: Purchase of Land _____\$ Planning and Design Services New Construction Additions / Renovations 12,000.00 Repair Debt Payment / Bond Payment _____ TOTAL _____\$ 12,000.00 Estimated Project Beginning Date: Sept 2015 Est. Project Completion Date: April 2016 We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project. The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$______ from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546. (Signature — Chair, County Commissioners) (Date)

Form Date: July 01, 2011

(Signature — Chair, Board of Education)

(Date)

APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY

Approve	d:	_
Date:	0	_

NORTH CAROLINA EDUCATION LOTTI	ERY Date:	-
County: Watauga County	Contact Person:	Ly Marze
LEA: Watauga County Schools	Title:	Finance Director
Address: PO Box 1790, Boone, NC 28607	Phone:	828-264-7190
Project Title: Cafeteria Upgrades		
ocation: Green Valley and Parkway schools	3	
Type of Facility: K-8 Schools		
Carolina State Lottery Fund be transferred to the with G.S. 115C-546.2. Further, G.S. 115C-546. (3) No county shall have to provide matching (4) A county may use monies in this Fund to padministrative units and to retire indebtedness in (5) A county may not use monies in this Fund As used in this section, "Public School Buildings are used for instructional and related purposes, a maintenance, or other facilities. Applications in date of final payment to the Contractor or Vertical Contractor or Verti	2 (d) has been amende funds bay for school construct curred for school constituted to pay for school technology in the school technology is shall include only faciliand does not include central be submitted with	d to include the following: ion projects in local school ruction projects hology needs. Ities for individual schools that entral administration,
Short description of Construction Project: Replace	e dish machines	
Estimated Costs:		
Purchase of Land		
Planning and Design Services		
New Construction		42,000.00
Additions / Renovations		42,000.00
Repair		
Debt Fayment / Bond Fayment		
TOTAL	\$	42,000.00
Estimated Project Beginning Date: Dec 2015	Est. Project Con	npletion Date: June 2016
We, the undersigned, agree to submit a statemen days following completion of the project. The County Commissioners and the Board of Edu	cation do hereby jointly	
project, and request release of \$	42,000.00	from the Public School
(Signature — Chair, County Commissioners)		(Date)
(Signature — Chair, Board of Education)		(Date)

Form Date: July 01, 2011

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AGENDA ITEM 5:

PROPOSED ACCEPTANCE OF FY 2016 SENIOR HEALTH INSURANCE INFORMATION PROGRAM (SHIIP) MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) GRANT

MANAGER'S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Senior's Health Insurance Information Program (SHIPP). The grant is in the amount of \$1,131 with no local match required.

Board approval is required to accept the MIPPA grant in the amount of \$1,131 to expand low income subsidy outreach and training for SHIIP coordinators.



Watauga County Project on Aging

132 Poplar Grove Connector, Suite A • Boone, North Carolina 28607
Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: December 7, 2015

SUBJ: Request for Board of Commissioners' Consideration – Acceptance of the FY 2016 SHIIP

MIPPA Grant/Contract

The Project on Aging is eligible to receive a MIPPA (Medicare Improvements for Patients and Providers Act) grant from the Senior's Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant amount is \$1,131 and does not require a local match.

The funds are to be used to expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of two enrollment clinics in non-traditional locations such as libraries, churches, senior housing complexes, etc. We will purchase paper, toner, and ink for the printer and use some funds for food for special enrollment events and meetings. Remaining monies will be used for supplies for LIS outreach and education.

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

STATE OF NORTH CAROLINA COUNTY OF WAKE

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

This Contract is entered into by and between the North Carolina Department of Insurance, Division of <u>SHIIP</u>, hereinafter referred to as the "Agency", and <u>Watauga County Project on Aging/LE Harrill Senior Center</u> located in <u>Watauga</u> county, hereinafter referred to as the "Grantee", referred to collectively as the "Parties".

- **1. Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:
 - (1) This Contract;
 - (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
 - (3) Statement of Work (Attachment B)
 - (4) Line Item Budget and Budget Narrative (Attachment C)
 - (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

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

- 2. Precedence Among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- **3. Effective Period:** This Contract is effective 10/1/2015 and terminates on 9/30/2016.
- **4. Grantee's Duties:** The Grantee shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Grantee shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Agency, the North Carolina State Auditor, or applicable federal agencies. The Grantee shall submit to the Agency all plans, reports, documents or other products that the Agency may require, in the form specified by the Agency, including at the least following:
 - A) A final budget report of expenses incurred during the contract period date;
 - B) A mid-year report of the contracted activities of the Grantee due by April 30, 2016;
 - C) A final comprehensive report within sixty (60) days of the project end date; due on or before November 30, 2016.
- **5. Agency's Duties:** The Agency shall reimburse the Grantee for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Agency shall monitor the Grantee for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Grantee.

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$\frac{1131.00}{2}\$. This amount consists of \$\frac{1131.00}{2}\$; CFDA # 93.779.

[X]	a.	There	are no	matching	requirements	from	the	Grantee.
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[] b. The Grantee's matching requirer	nent	is \$, which shall consist of:
] In-kind	[] Cash
] Cash and In-kind	[] Cash and/or In-kind

The contributions from the Grantee shall be source from non-federal funds.

The total contract amount is \$1131.00.

- **6. Conflict of Interest Policy:** The Agency has determined that this Contract is not subject to NCGS 14-C-6-22 & 23.
- **7. Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
- **8. Grants:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the terms and conditions set forth in this Contract.
- **9. Payment Provisions:** As provided in NCGS 143C-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.
- 10. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, address, telephone number and fax number of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, address, telephone number and fax number of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

R. Van Braxton, Deputy Commissioner SHIIP Division 11 South Boylan Avenue Raleigh, NC 27603 919-807-6900 919-807-6901 For the Grantee: Jennifer Teague

814 W. King Street, Rm 216

Boone, NC 28607 Phone 828-265-8007

Fax

- 11. Supplementation of Expenditures of Public Funds: The Grantee assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Grantee otherwise expends for SHIIP services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.
- **12. Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
 - a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment:
 - Payment due date;
 - Adequacy of documentation supporting payment; and

- Legality of disbursement;
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
- **13. Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency.
- **14.** Executive Order # 24: NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
- **15.** Audit: The Agency reserves the right to conduct an audit through the NCSMP Program Director.
- **16. Federal Certifications:** The Grantee agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
 - A. Certification Regarding Lobbying.
 - B. Certification Regarding Department.
 - C. Certification Regarding Drug-Free Workplace Requirements.

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

In witness whereof, the Grantee and the Agency have executed this Agreement with one original, which is retained by Agency.

	Watauga County Project on Aging/ LE Harrill Senior Center	Witness
BY:	Deron Geouque County Manager	Anita J. Fogle Clerk to the Board
	E:ion of <u>SHIIP</u> ,	
BY:	R. Van Braxton Deputy Commissioner	BY: Carla Obiol Senior Deputy Commissioner
DATI	E:	DATE:

Contract is not executed until last signature is obtained.

The Agency and the Grantee agree and understand that this contract is considered executed on the latest date of either the last signature on this agreement or the date of Department of Insurance's procurement electronic approval.

Attachment A General Terms and Conditions

DEFINITIONS

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

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

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

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

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

Relationships of the Parties

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

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

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all

information necessary to permit the Grantee to comply with the standards set forth in this Contract.

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

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

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

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

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract.

Default and Termination

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

Termination Without Cause: The Agency may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property and the Contractor shall be

entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

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

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

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

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

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

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Agency

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

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

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

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this

Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

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

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

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

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

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

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

 ${\bf Sales/Use} \ {\bf Tax} \ {\bf Refunds:} \ \ {\bf If} \ {\bf eligible}, \ {\bf the} \ {\bf Grantee} \ {\bf and} \ {\bf all}$ subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales

and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

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

Attachment B For the period 10/1/2015 - 9/30/2016

Statement of Work

Grantee Name: Watauga County Project on Aging/LE Harrill Senior Center

This statement should be a short summary describing what the Grantee does and how the Grantee will use these funds. The terms of the contract between the <u>SHIIP</u> office and the agencies require local programs meet these goals for SFY<u>2016</u>. The uses of these funds are not limited to but MUST include the following activities:

- 1) Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of two enrollment clinics during the period 10/1/2015 through 9/30/2016; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
- 2) Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner to the SHIIP office in Raleigh or through the SHIPTalk website;
- 3) Work with Area Agency on Aging to conduct outreach events in the county.

SCOPE OF WORK: (Maximum 2 pages)

The Project on Aging serves as the focal point for aging services in Watauga County. The agency is a department of County Government. Our mission is to encourage independence and promote wellness by providing supportive services to the county's older adults.

With this grant funding we will expand low income subsidy (LIS) outreach and enrollment in the county by conducting a minimum of two enrollment clinics during the period of 10/1/2015 through 9/30/2016. These clinics will be held in non-traditional locations throughout the community. We will submit the client counseling contact and Public & Media Outreach forms in a timely manner to the SHIIP office through the SHIPTALK website. We also will need to purchase paper, toner, and ink for the printer. We will use some funds for food for special enrollment events and meetings. Remaining monies will be used for supplies for LIS outreach and education.

SCOPE OF WORK: cont.

Attachment C

For the period 10/1/2015 – 9/30/2016

Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc.

All budgets must be approved by the Agency.

Grantee Name: Watauga County Project on Aging/LE Harrill Senior Center

Grantee Name: Watauga County Project on Aging/LE Harrill Senior Center	
Budget	Amount
Contractual	
Construction	
Supplies	400.00
Equipment	331.00
Other	400.00
Travel	
Personnel	
Fringe	
Total	1131.00

Narrative:

We will use available funds to: purchase table space to promote SHIIP and LIS enrollment at events; purchase paper, ink and toner for printer. We will expand low income subsidy (LIS) outreach and enrollment in the county by conducting a minimum of two enrollment clinics during the period of 10/1/2015 through 9/30/2016. We will use some funds for food for special enrollment events and meetings. Remaining monies will be used for supplies for LIS outreach and education.

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

1. Drug-Free Work-Place

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Agency on whose grant activity the convicted employee was working.

Notices shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

2. Lobbying

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

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

3. Debarment, Suspension and Other Responsibility Matters

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

(a) Primary Covered Transactions

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

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

- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

(b) Lower Tier Covered Transactions

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

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

- (1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Certifying Official	Title
	Watauga County Manager
Grantee Name	Date Submitted
Watauga County Project on Aging/LE Harrill Senior Center	

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AGENDA ITEM 6:

PROPOSED PLAN FOR NEW RIVER WATERSHED

MANAGER'S COMMENTS:

Mr. George Santucci, New River Conservancy, will update the Board on the development of watershed plans for impaired waters in the New River watershed. The State and EPA have funds available to restore these impaired waters. However, to be eligible for this funding a Watershed Plan must be completed. New River Conservancy is seeking to prepare such a plan. The plan would assist Cooperative Extension and possibly Soil and Water in securing funds for projects that Ms. Patoprsty works on. The Town of Blowing Rock has already committed \$10,000 along with \$50,000 in private funding. Funding from the Town of Boone is pending.

Mr. Santucci will request \$10,000 and support from the County to prepare a Watershed Plan for the impaired waters in the New River watershed.

Board action is required to approve the request for \$10,000 and support the development of a Watershed Plan for the impaired waters in the New River watershed.

December 7, 2015

Deron Geouque Watauga County Manager

Dear Deron:

New River Conservancy is working to develop watershed plans that will restore and protect all the impaired waters in the New River's watershed in North Carolina.

When waterbodies don't support the aquatic life that they should or have a pollutant that exceeds federally identified total maximum daily load, then they are listed as impaired by the state and the EPA. This is the case for the beginning of the Middle Fork through Blowing Rock, the East Fork that runs just East of Boone, and the South Fork which begins in Boone. The state and EPA has funding available to restore these streams back to health.

In order to access these funds a Watershed Plan must be developed. These plans address water quality problems in a comprehensive manner by assessing all the potential contributing causes and sources of pollution, then prioritizing restoration and protection strategies to address these impairments. New River Conservancy seeks to do such a plan for the headwaters of the New. EPA requires that nine elements, see below, be addressed in watershed plans. This leads to the implementation phase, for which Clean Water Act section 319 funds will be available. There are potentially millions of federal dollars to fund the implementation of projects identified in the plan that will reduce and ultimately eliminate the impairment. The ultimate goal is to restore the stream to health and remove it from the impaired streams list.

In general, state water quality or natural resource agencies and EPA will review watershed plans that provide the basis for section 319-funded projects. Although there is no formal requirement for EPA to approve watershed plans, the plans must address the nine elements discussed below if they are developed in support of a section 319-funded project.

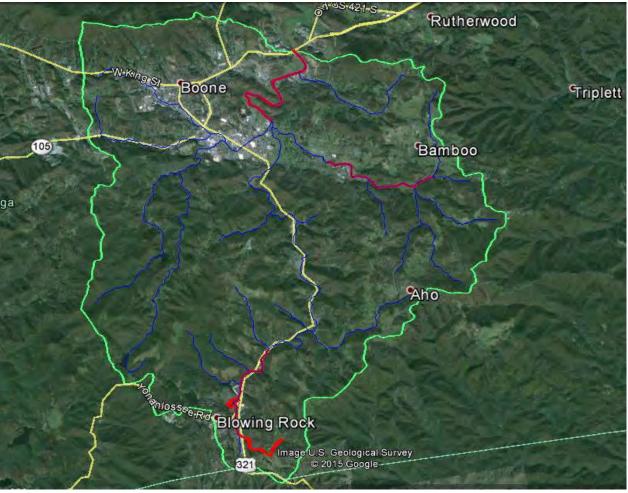
We respectfully request \$10,000 and Watauga County's support for this important project.

Sincerely,

George Santucci

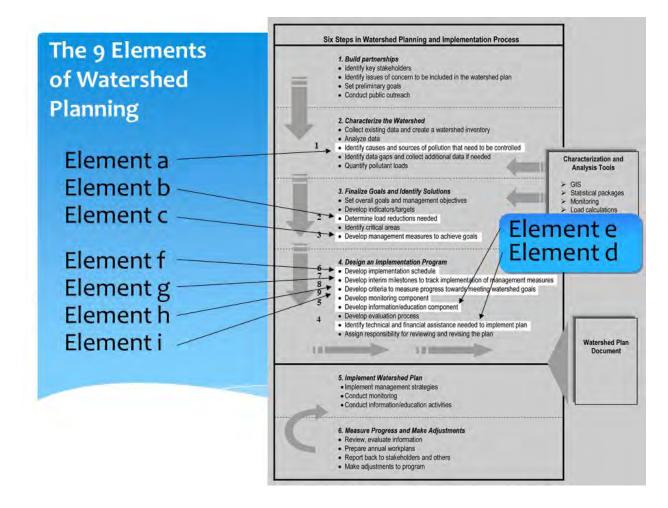
Upper New River Watershed Plan

New River Conservancy will be developing plans for the sections of the Middle Fork, East Fork and



South Fork that are listed on the impaired stream list.

To develop the plans we will be analyzing data we've collected over the last 5 years as well as data collected by Division of Water Resources, Appalachian State University and other sources. We will use GIS modeling and other computer modeling tools to analyze the pollutant load reductions achieved by implementing stormwater, riparian buffer restoration and river protections projects.



The nine elements that must be addressed are:

Our partners will include Town of Boone, Town of Blowing Rock, Watauga County, High Country Council of Government, DEQ Division of Water Resources, Appalachian State University, and NC Cooperative Extension.

Active participation from residents in these watersheds is an essential part of the process. We will hold 6 public meetings that will enable citizens to participate and comment on the plan. These meetings will be hosted in Boone, Blowing Rock and the Bamboo community east of Boone.

This Nine Element Phase will allow us to identify the projects needed to restore these segments of the New River to health. Once the plan is completed and approved, the EPA will appropriate the federal funds that will enable the implementation phase of the plan. In the case of these highly urbanized watershed these can be hundreds of thousands to millions of federal dollars.



Our budget for this project is:

Expenses		Revenue		
D. 1.1	# 2 5 000	D : (: 1)	# 50,000	
Data compilation and analysis	\$25,000		\$50,000	
Load reduction modeling	\$25,000	Blowing Rock (received)	\$10,000	
GIS Mapping	\$15,000	Boone (pending)	\$20,000	
6 stakeholder meetings	\$10,000	Watauga (pending)	\$10,000	
Final report editing and production	\$15,000			
Total	\$90,000	Total	\$90,000	

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AGENDA ITEM 7:

PROPOSED EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

MANAGER'S COMMENTS:

The North Carolina Department of Public Safety every year provides grant monies for Counties completing certain emergency planning activities. These activities serve as the base amount and in the case of Watauga County amounts to \$20,625. The optional components for additional funding have not been determined as of yet. The County received a total amount of \$38,000 last year. This is a yearly program in which the County has participated for over thirty (30) years.

Board action is requested to submit the grant application to the North Carolina Department of Public Safety and complete the required activities to receive the base amount of \$20,625.



WATAUGA COUNTY

Department of Communications & Emergency Services

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

FAX (828) 265-7617 Jeff Virginia-Director

Email: Jeff.Virginia@watgov.org

December 7, 2015

The application that is included in the Board of Commissioners packet is for the Emergency Management Performance Grant (EMPG) for the year 2016.

This grant is received yearly by Watauga County; last year our grant total was \$38,000.00, this year our base amount is the same (\$20,625.00) with the optional amounts to be announced at a later date.

I would respectfully request the board to approve this application for the 2016 EMPG funds.

Thank you, Jeff Virginia Pat McCrory, Governor Frank L. Perry, Secretary Michael A. Sprayberry, Director

MEMORANDUM

TO: Local Emergency Management Coordinator

FROM: Michael A. Sprayberry, Director

DATE: November 24, 2015

SUBJECT: Emergency Management Performance Grant (EMPG) FFY 2016 Funding

You are invited to submit your application for the Emergency Management Performance Grant (EMPG) program funding for FFY 2016 (October 1, 2015 – September 30, 2017). There are two types of award amounts that will be made for this grant period. The first type is a Universal (Baseline) dollar amount based on a county population formula. Universal work activities for this baseline amount must be completed, verified and approved by your Branch Office no later than **September 30, 2016**. Failure to complete all Universal work activities will result in a penalty that will be assessed against your FFY 2017 EMPG funds.

The second type of payment will be for approved Optional work activities, up to six (6), that your county may choose to work on in addition to the Universal activities. Approved Optional activities will result in additional monies being awarded. The final award amount will be determined when all county Optional activities have been completed, verified and approved. Failure to complete an Optional activity will not result in a penalty other than no monies awarded for that activity. Optional activities must be completed and approved prior to **September 30**, **2016**.

The enclosed application package contains State and Federal Guidance and the necessary forms to complete your application. Please review this material and gather the information needed. Your Area Coordinator or Branch Manager will be available to assist you in completing the application package. Additionally, your Area Coordinator can work with you to determine the actual percentage of time you devote to emergency management, preparedness, mitigation, response and recovery activities (excluding Fire Marshal, EMS, 911, safety activities, etc.).

In order to be eligible to receive EMPG funds, you must complete, sign and submit to your Branch Office the completed documents by **February 12, 2016**.

I recommend you develop and complete your FFY 2016 EMPG Application for Funding package in consultation with your key county officials. I encourage you to use this opportunity to discuss your program with your county officials.

MAILING ADDRESS 4236 Mail Service Center Raleigh NC 27699-4236

www.readync.org www.ncdps.gov



An Equal Opportunity employer

OFFICE LOCATION

1636 Gold Star Drive Raleigh, NC 27607-3371 Telephone: (919) 825-2500 Fax: (919) 825-2685 If you have questions about this package, please contact your Area Coordinator or Branch Manager. Thank you for your continued support of NCEM!

Michael A. Sprayberry

Director, NCEM

MAS/cm

Attachments

FFY 2016 EMPG Application Package

- EM Application Form 66 Instructions
- EM Application Form 66*
- State/Local EMPG Agreement*

^{*} Application documents are to be completed, signed and returned to your Area Coordinator by your Branch office deadline.

NORTH CAROLINA LOCAL GOVERNMENT APPLICATION FOR FFY 2016 EMPG FUNDING

INSTRUCTIONS FOR COMPLETING EM FORM 66

- **EM Agency Name** Type or print the official legal title of your Emergency Management (EM) agency.
- **Street Address, City, Zip Code+4** Type or print the street address, city, and nine digit zip code.
- 1.3 <u>EIN/Tax ID Number</u> Type or print the unique nine digit identification number for your county's agency. **NOTE: Your financial personnel should be able to provide you with this number.**
- 1.4 <u>D-U-N-S Number</u> Type or print the unique nine digit identification number for your county's agency. **NOTE: Your financial personnel** should be able to provide you with this number.
- **Zip Code+4** Enter your nine digit zip code for your county government agency mailing address, e.g., 281230465.
- SAM Registered Each applicant must be registered in the Federal System for Award Management (SAM) annually in order to be eligible to receive EMPG monies. The URL is https://www.sam.gov/.
 Expiration Date What is the expiration date for your SAM account?
- 1.7 <u>EM Program Manager</u> Type or print the name of the county EM Program Manager. NOTE: Must be the same title on the Position Description and Organization Chart.
- 1.8 <u>Finance Manager</u> Type or print the name of the county Financial Manager. **NOTE: Must be the same title on the Position Description and Organization Chart.**
- 1.9 <u>Time (%)</u> EM Director will type or print the **percentage of time the director** devotes to **Emergency Management program activities** (e.g. 50%, 60%, 90%, etc.).
- 1.10 <u>Current Salary</u> Type or print the current **annual salary** for EM Director. (Round to the nearest dollar).
- **1.11** Date of Employment in Current Position Enter the start date of your position as Local Emergency Management Program Manager, e.g. 02/04/2014.
- **1.12** Personnel Data Table Complete the specific questions that deal with EM program staff. For the Cost Share or In-Kind Match question,

explain how the county will match the federal award grant monies. In FFY 2016, EMPG has a 50% County and 50% Federal cost share cash- or in- kind match requirement. Federal funds cannot be matched with other Federal funds. The data requested will assist in documenting the extent to which EMPG Program funding contributes to enhancing or sustaining emergency management capacity in terms of personnel support at the local level.

All EMPG Program funds (Federal and match) allocated towards Local emergency management personnel?

Enter the dollar amount for all EMPG Program funds (Fed & match) allocated for State emergency management personnel.

All EMPG Program funds (Fed & match) allocated towards Non-Local emergency management personnel?

Enter the dollar amount for all EMPG Program funds (Fed & match) allocated towards Non-State emergency management personnel.

Total Number of Local emergency management full-time equivalent (FTE) personnel (including those supported and not supported by the EMPG Program).

Enter the Total Number of Local emergency management full-time equivalent (FTE) personnel (including those supported and not supported by the EMPG Program).

Number of Local emergency management full-time equivalent (FTE) personnel supported by the EMPG Program? Enter the number of State emergency management full-time equivalent (FTE) personnel supported by the EMPG Program.

Total Number of Local emergency management personnel funded (fully or partially) by the EMPG Program. Enter the total Number of local emergency management personnel funded (fully or partially) by the EMPG Program.

Cost Share or In-Kind Match explanation in detail?

Enter in information as to how the county will match the local EMPG share. Describe if funds will come from a general fund, EMPG local funds, etc.

1	EM Agency Name	Watauga County Fire Ma	rshal/Em	ergency	y Management			
2	Street Address, City	184 Hodges Gap Road Su	ite D, Bo	one, N	C 28607-8635			
3	EIN/Tax ID Number	56-6001816						
4	DUNS 9 Digit Number	08-998-8216		1.5	Zip Code+4	2 8 6 0	0 7 8 6 3 5	
5	SAM Registered? (Yes, No)	Yes		Expir	ation Date	07/04/201		
	L	OCAL EMERGENCY MA	ANAGEN	MENT	PROGRAM	<u>-</u>		
	For 1.7 indicate actual percentage of tin		1.	9*	1.10		1.11	
	director devotes to work on only EM act include work time for EMS, 911, Fire M		1 mic (70)		Current			
	etc.	tursnui, Sujery activities,			1 mic (70)		Date of Employment	
	1.7 EM Program Manager (Print/T	ype in Name Below)		0%)	Sulary	in Ci	in Current Position	
	Steve Sudderth	,	50%		\$53,769.00	04/01	/2007	
	Email: Steve.Sudderth@watgov.or	g						
	1.8 County Finance Manager (Prin	t/Type in Name Below)	_					
	Margaret Pierce		-					
	Margaret Pierce Email: Margaret.Pierce@watgov.o	rg	-					
2	C		7 2016 EN	MPG P	Program funds			
2	Email: Margaret.Pierce@watgov.o	connel supported with FFY			9	rsonnel?	\$ 94,710.00	
12	Email: Margaret.Pierce@watgov.o Personnel Data: Complete for personnel	and match) allocated towar	ds Local	emerge	ency management pe		\$ 94,710.00 \$0.00	
12	Email: Margaret.Pierce@watgov.o Personnel Data: Complete for personal a. All EMPG Program funds (Federal b. All EMPG Program funds (Federal	and match) allocated toward and match) allocated toward management full-time equiv	rds Local rds Non-L	emerge Local e	ency management pe mergency manageme	ent	,	
.2	Email: Margaret.Pierce@watgov.o Personnel Data: Complete for personnel a. All EMPG Program funds (Federal personnel? c. Total Number of Local emergency	and match) allocated toward and match) allocated toward and match) allocated toward management full-time equimal MPG Program)?	rds Local rds Non-L	emerge Local er ΓE) per	ency management permergency managements	ent	\$0.00	

, ,	ime devoted to Emergency Management activities. RAM MANAGER POSITION* IS NOT VACANT OR IS CURI EE.	121515 BCC Meeting RENTLY BEING
	Local EM Program Manager Signature Area Coordinator Signature Branch Manager Signature	
Date:		

^{*} AS PART OF THE GRANT APPLICATION DELIVERABLES, A CURRENT POSITION DESCRIPTION AND ORGANIZATION CHART THAT MEETS U.S. DEPARTMENT OF HOMELAND SECURITY PROGRAM AND STATE REQUIREMENTS IS ESSENTIAL.

STATE/LOCAL FFY 2016 EMPG AGREEMENT

AGENCY: Watauga County Emergency Management

This is to certify that the above named agency agrees to successfully complete the activities below in full partnership with North Carolina Emergency Management and the U.S. Department of Homeland Security. The appropriate Branch Manager and/or Area Coordinator will review the progress of this agreement quarterly with the local Emergency Management Director. This report will also be the basis for continued funding during this fiscal year.

Reporting and Deliverables

All EMPG activity deliverables must be completed before the agreement period ends **September 30, 2016**. To receive credit for any deliverables you complete, an electronic copy for each deliverable must be uploaded into WebEOC by the deadline above and approved by State personnel.

North Carolina Emergency Management does recognize that circumstances may prevent the accomplishment of a scheduled activity. However, for full eligible Federal funding in FFY 2016, all Universal activities must be completed and uploaded into WebEOC.

All requests for revisions (rescheduling or substitution of an equivalent activity) must be justified in writing to the Director of North Carolina Emergency Management through the appropriate Branch Manager.

Please review the 2016 EMPG County Activity Directory for specific deliverable requirements for Universal activities. Completion of EMPG Universal activities must be certified no later than **September 30**, **2016** unless otherwise noted below:

- 2016.01 Update the THIRA/SPR/NIMS (NIMSCAST) reporting tool by **November 15**, **2015**
- 2016.02 Review/Update County Emergency Operation/Response plan
- 2016.03 Participate in a minimum 24 hours EM training
- 2016.04 Conduct or participate in three exercises per year
- 2016.05 Complete all NIMS training requirements as outlined in NIMS Five-Year Plan
- 2016.06 Review, input and update resources in Resource Management
- 2016.07 Attend Statewide EM Conference
- 2016.09 Update Statewide Mutual Aid Agreement Authorized Agent Page
- 2016.52 Update County Profile in WebEOC

NOTE: As listed above to be eligible to receive FFY 2016 EMPG funding, applicants must meet NIMS compliance requirements. The THIRA/SPR/NIMS (NIMSCAST) reporting tool is the required means to report FY 2016 NIMS compliance for FFY 2016 funds.

FFY 2016 NIMS Training Compliance Requirements

NIMS Training: IS 100; IS 200; IS 700; and IS 800;

73

FEMA Professional Development Series: IS 120, IS 230a. b.; IS 235a. b.; IS 240a; IS 241a; IS 242a; and IS 244a

EMPG Program funds used for training should support the nationwide implementation of NIMS. Grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

Federal Funding Accountability and Transparency Act (FFATA)

FFATA necessitates a system to allow prime grant award and sub-award recipients to report monies received from federal funds. The FFATA Subaward Reporting System – FSRS.gov – is the system that allows grant award and contract award recipients to electronically report their sub-award monies. Each prime and sub-award recipients must be registered and renewed annually in the System for Award Management (SAM) to continue to be eligible for EMPG monies.

This Agreement will become effective upon execution of all parties to the Agreement. The date of execution shall be the date of the last signature.

EXECUTED THIS THE	DAY OF	, 201
Steve Sudderth		
(Print) Name of Local EM Program I	Manager	
Signature of Local EM Program Mar	nager	Date
Signature of Local Finance Officer		Date
Signature of Local Chief Executive (Officer	Date

AGENDA ITEM 8:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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

Monthly Collections Report

Watauga County

Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported

totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report November 2015

	Current Month Collections	Current Month Percentage	Current FY Collections	Current FY Percentage	Previous FY Percentage
General County	Conections	1 ercentage	Concenous	refeemage	1 trtemage
Taxes 2015	5,466,334.25	28.07%	12,585,659.62	47.33%	46.12%
Prior Year Taxes	32,498.36	20.0770	245,420.53		7512277
Solid Waste User Fees	530,979.07	28.31%	1,158,304.66	45.88%	46.69%
Green Box Fees	786.31	NA	4,400.52	NA	NA
			,		
Total County Funds	\$6,030,597.99		\$13,993,785.33		
Fire Districts					
Foscoe Fire	96,349.18	31.55%	244,328.61	53.68%	52.09%
Boone Fire	174,646.56	32.49%	364,135.79	49.78%	48.56%
Fall Creek Service Dist.	2,655.29	34.15%	4,252.65	45.10%	43.77%
Beaver Dam Fire	22,396.90	30.85%	51,902.90	49.96%	45.66%
Stewart Simmons Fire	19,422.49	21.55%	50,619.12	41.33%	42.36%
Zionville Fire	24,995.61	31.81%	56,867.90	51.32%	47.98%
Cove Creek Fire	51,733.06	31.09%	115,753.52	49.69%	49.03%
Shawneehaw Fire	24,100.40	35.37%	49,661.12	52.91%	48.71%
Meat Camp Fire	47,942.32	33.05%	102,854.36	50.82%	48.28%
Deep Gap Fire	45,968.63	33.99%	93,510.24	50.36%	47.27%
Todd Fire	13,701.37	30.18%	29,468.29	48.14%	43.13%
Blowing Rock Fire	84,214.57	27.44%	232,188.15	50.71%	49.39%
M.C. Creston Fire	1,150.87	25.36%	3,765.59	45.18%	45.72%
Foscoe Service District	19,103.12	38.09%	37,992.26	54.87%	51.43%
Beech Mtn. Service Dist.	48.32	4.23%	385.29	26.06%	30.63%
Cove Creek Service Dist.	0.00	0.00%	91.20	28.14%	28.14%
Shawneehaw Service Dist	990.97	20.66%	3,009.63	45.92%	45.30%
	\$626,764.37		\$1,436,533.97		
Towns					
Boone	876,050.28	19.16%	1,979,672.35	34.71%	34.83%
Municipal Services	10,286.85	9.44%	32,012.60	24.16%	22.65%
Boone MV Fee	12.72	NA	92.80	NA	NA
Blowing Rock	0.00	NA	105.69	NA	NA
Seven Devils	0.00	NA	58.62	NA	NA
Beech Mountain	1.63	NA	1.63	NA	NA
Total Town Taxes	\$886,351.48		\$2,011,943.69		
Total Amount Collected	\$7,543,713.84		\$17,442,262.99		

Tax Collections Director

Tax Administrator

AGENDA ITEM 8:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Warren will present the Refunds and Releases Reports.

Board action is required to accept the Refunds and Releases Reports.



| WATAUGA COUNTY | RELEASES - 11/01/2015 TO 11/30/2015

P 1 tncrarpt

	CAT YEAR PROPERTY	BILL	EFF DAT	E JUR		VALUE		
OWNER NAME AND ADDRESS	REASON				REF NO		CHARGE	AMOUNT
1605164 ACCOUNTABLE, INC 9189-2 NC HWY 105 S BANNER ELK, NC 28604	PP 2014 605164999 TAX RELEASES BUSINESS CLO			15 F01	5538	0	G01 F01 G01L F01L	10.99 1.76 1.10 .18
								14.03
1753083 BOONE CONGREGATION OF JEHOVAHS WITNESSES 1484 OLD US HWY 421 S BOONE, NC 28607	RE 2015 2921-82-2145 TAX RELEASES	-000		15 F02	5535	0	G01 F02	574.36 91.75
BOONE, NC 20007	SHOULD HAVE		XEMPT		3333			666.11
1520874 CAROLINA WEST WIRELESS INC P O BOX 959 WILKESBORO, NC 28697	PP 2015 520874999		11/23/20	15 F02	5547	0	C02 G01	16,066.42 12,265.34
WILKESBURU, NC 20097	REFUND RELEASE DOUBLE BILLED, ONE AS BUSINESS AND THE OTHER AS PUBLIC UTILITY			PERSONAL			28,331.76	
1037050 COX, DAVID G 1763 GOFORTH RD BLOWING ROCK, NC 28605-9363	RE 2015 2817-05-8776 TAX RELEASES INCORRECT AC	-000	11/30/20	15 C03	5548	L3,100	G01	41.00
1735277 DISHER, CHRISTOPHER 1266 HARPER LEE DR NEWTON, NC 28658-9200	PP 2015 10 1588 TAX RELEASES INCORRECT VA DISCOVERY BA	LUE BI	LLEDWI	F11	5534 E DONE IN	0	F11 F11 G01 G01 SWF SWF GB SWF	4.73 4.88 21.16 21.82 62.00 80.00 25.00 80.00
1540075 DOE DIDGE DRODEDELEG ING	DE 2015	25225	11/20/20	1 -		0	F02	36.40
1549075 DOE RIDGE PROPERTIES INC ATTN: JO EVELYN MILLER P. O. BOX 1549	RE 2015 2901-26-4775	-000	11/30/20	F02	5539	U	G01	227.86
BOONE, NC 28607	TAX RELEASES PARCEL INACT:				5539			264.26
1549075 DOE RIDGE PROPERTIES INC ATTN: JO EVELYN MILLER P. O. BOX 1549	RE 2015 2901-26-6763 TAX RELEASES	-000	11/30/20	15 F02	5540	0	F02 G01	35.10 219.73
BOONE, NC 28607	INACTIVE PAR				3340			254.83



| WATAUGA COUNTY | RELEASES - 11/01/2015 TO 11/30/2015

P 2 tncrarpt

		CAT YEAR BILL PROPERTY	EFF DATE JUR		VALUE		
OWNER	NAME AND ADDRESS	REASON		REF NO		CHARGE	AMOUNT
1527369	GIBBS, TODD 361 MAJESCO DR BOONE, NC 28607	PP 2005 1016116 527369999 TAX RELEASES SOLD MH	11/30/2015 F09	5529	0	G01 F09 LF GB	52.77 4.01 60.00 25.00
1527369	GIBBS, TODD 361 MAJESCO DR BOONE, NC 28607	PP 2006 1019771 527369999 TAX RELEASES SOLD MH	11/30/2015 F09	5530	0	G01 F09 LF GB	141.78 40.56 3.89 60.00 25.00 129.45
1527369	GIBBS, TODD 361 MAJESCO DR BOONE, NC 28607	PP 2007 1023101 527369999 TAX RELEASES SOLD MH	11/30/2015 F09	5531	0	G01 F09 LF GB	39.34 3.77 60.00 25.00
1527369	GIBBS, TODD 361 MAJESCO DR BOONE, NC 28607	PP 2008 1026395 527369999 TAX RELEASES SOLD MH	11/30/2015 F09	5532	0	G01 F09 LF GB	128.11 38.15 3.66 62.00 25.00
1077395	HICKS, WALTER MACK 246 DUSTY RD BOONE, NC 28607-7993	RE 2015 43272 2921-62-2905-000 TAX RELEASES ELDERLY EXEMPTION	11/30/2015 F02	7 5542	6,800	F02 G01	128.81 38.40 240.38 278.78
1723959	KOJAYS EATERY PO BOX 969 BLOWING ROCK, NC 28605	PP 2014 73 125 TAX RELEASES double billed now	11/30/2015 C03 bozemans w k	5545 cojays	0	G01 G01L	116.84 11.68 128.52
1723959	KOJAYS EATERY PO BOX 969 BLOWING ROCK, NC 28605	PP 2015 70 125 TAX RELEASES double billed now	11/30/2015 C03 bozeman w ko	5544 ojays	0	G01	116.84
1701177	LANNIE M THOMAS TRUST THOMAS, CAROLYN SUE TR 810 LAKE ELLA RD FRUITLAND PARK, FL 34731	RE 2015 947 1878-26-8692-000 REFUND RELEASE LOT WAS AND STILL	11/30/2015 C04 L IS UNBUILDA	5533	1,100	G01	222.54



| WATAUGA COUNTY | RELEASES - 11/01/2015 TO 11/30/2015

P 3

	CAT YEAR PROPERTY	BILL EFF DATE JUR	VALUE		
OWNER NAME AND ADDRESS	REASON		REF NO	CHARGE	AMOUNT
1748007 MCCULLOUGH, WILLIAM 2025 PRESNELL SCHOOL ROAD BANNER ELK, NC 28604	PP 2015 1178 TAX RELEASES	F04		F04 G01	1.13 7.04
·	SOLD JETSKI	IN 2014			8.17
1532122 PERRY, HOWARD T 3843 SINGLETREE ROAD CHARLOTTE, NC 28227	RE 2015 2847-08-5206 TAX RELEASES		7,600 5546	F05 G01	3.80 23.79
ommueriz, ne zezz.	ACREAGE CORRE		3310		27.59
1577094 RIDGE RUNNER TRADING CO., IN PO BOX 391 DTS BOONE, NC 286070391	NC. PP 2015 577094999 TAX RELEASES business in		5541	C02	230.50
1353606 RUPPARD, BRENDA A 505 GRAND FATHER RD BANNER ELK, NC 28604-8624	1867-98-7201 TAX RELEASES		5536	F01 G01 SWF	18.35 114.87 80.00
					213.22
1722273 VANNOY, THOMAS VANNOY, CYNTHIA 1395 15TH AVE	RE 2015 2900-22-2712 TAX RELEASES		4,550 5537	G01 F02	14.24
VERO BEACH, FL 32960	FACTOR CODE	ERROR			16.52
DETAIL SUMMARY COUN	NT: 20 REL	EASES - TOTAL	173,150		31,642.41

WATAUGA COUNTY RELEASES - 11/01/2015 TO 11/30/2015 P 4

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEA	R CAT	CHARGE				AMOUNT
200 200	5 PP 5 PP 5 PP 5 PP	F09 G01 GB LF	MEAT CAMP FIRE PP WATAUGA COUNTY PP GREEN BOX PP SOLID WASTE PP			4.01 52.77 25.00 60.00
				2005	TOTAL	141.78
200 200	6 PP 6 PP 6 PP 6 PP	F09 G01 GB LF	MEAT CAMP FIRE PP WATAUGA COUNTY PP GREEN BOX PP SOLID WASTE PP			3.89 40.56 25.00 60.00
				2006	TOTAL	129.45
200 200	7 PP 7 PP 7 PP 7 PP	F09 G01 GB LF	MEAT CAMP FIRE PP WATAUGA COUNTY PP GREEN BOX PP SOLID WASTE PP			3.77 39.34 25.00 60.00
				2007	TOTAL	128.11
200 200	8 PP 8 PP 8 PP 8 PP	G01 GB	MEAT CAMP FIRE PP WATAUGA COUNTY PP GREEN BOX PP SOLID WASTE PP			3.66 38.15 25.00 62.00
				2008	TOTAL	128.81
201 201	4 PP 4 PP 4 PP 4 PP	F01L	FOSCOE FIRE PP FOSCOE FIRE LATE LIS WATAUGA COUNTY PP WATAUGA COUNTY LATE			1.76 .18 127.83 12.78
				2014	TOTAL	142.55
201 201 201 201 201 201 201 201 201	5 RE 5 RE 5 RE 5 RE 5 PP 5 PP 5 PP 5 PP	F01 F02 F05 G01 SWF C02 F04 F11 G01 GB SWF	FOSCOE FIRE RE BOONE FIRE RE STEWART SIMMONS FIRE WATAUGA COUNTY RE SANITATION USER FEE BOONE PP BEAVER DAM FIRE PP TODD FIRE PP WATAUGA COUNTY PP GREEN BOX PP SANITATION USER FEE	C RE		
				2015	TOTAL	30,971.71
			SUM	MARY	TOTAL	31,642.41



| WATAUGA COUNTY | RELEASES - 11/01/2015 TO 11/30/2015

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE			AMOUNT	
C03 C03 C03	2014 2014 2015	G01 G01L G01	WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST WATAUGA COUNTY PP		116.84 11.68 157.84	
C04	2015	G01	C03 T	OTAL	286.36 222.54	
			C04 T	'OTAL	222.54	
F01 F01 F01 F01 F01 F01	2014 2014 2014 2014 2015 2015 2015	F01 F01L G01 G01L F01 G01 SWF	FOSCOE FIRE PP FOSCOE FIRE LATE LIST WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST FOSCOE FIRE RE WATAUGA COUNTY RE SANITATION USER FEE		1.76 .18 10.99 1.10 18.35 114.87 80.00	
					227.25	
F02 F02 F02	2015 2015 2015	C02 F02 G01	BOONE PP BOONE FIRE RE WATAUGA COUNTY RE			
				'OTAL	30,042.76	
F04 F04	2015 2015	F04 G01	BEAVER DAM FIRE PP WATAUGA COUNTY PP	_	1.13 7.04	
			F04 T	_	8.17	
F05 F05	2015 2015	F05 G01	STEWART SIMMONS FIRE RE WATAUGA COUNTY RE		3.80 23.79	
			F05 T	'OTAL	27.59	
F09 F09 F09 F09 F09 F09 F09 F09 F09 F09	2005 2005 2005 2006 2006 2006 2007 2007 2007 2007 2007	F09 G01 GB LF F09 GB LF F09 G01 GB LF F09 G01 GB LF	MEAT CAMP FIRE PP WATAUGA COUNTY PP GREEN BOX PP SOLID WASTE PP MEAT CAMP FIRE PP WATAUGA COUNTY PP GREEN BOX PP SOLID WASTE PP MEAT CAMP FIRE PP WATAUGA COUNTY PP GREEN BOX PP SOLID WASTE PP MEAT CAMP FIRE PP WATAUGA COUNTY PP GREEN BOX PP SOLID WASTE PP WATAUGA COUNTY PP GREEN BOX PP SOLID WASTE PP SOLID WASTE PP		4.01 52.77 25.00 60.00 3.89 40.56 25.00 60.00 3.77 39.34 25.00 60.00 3.66 38.15 25.00 62.00	
			F09 T	'OTAL	528.15	
F11	2015	F11	TODD FIRE PP		9.61	



WATAUGA COUNTY RELEASES - 11/01/2015 TO 11/30/2015

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE			AMOUNT
F11 F11 F11	2015 2015 2015	GB	WATAUGA COUNTY PP GREEN BOX PP SANITATION USER FEE		42.98 25.00 222.00
			F11	TOTAL -	299.59
			SUMMARY	TOTAL	31,642.41

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AGENDA ITEM 9:

BUDGET AMENDMENTS

MANAGER'S COMMENTS:

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

Board approval is requested.



WATAUGA COUNTY

FINANCE OFFICE

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

MEMORANDUM

TO: Deron T. Geouque, County Manager FROM: Margaret Pierce, Finance Director SUBJECT: Budget Amendments - FY 2015/16

DATE: December 7, 2015

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

Account #		<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300	333000	JCPC Grant		3,115
105890	463142	Project Challenge	3,115	

To recognize the additional allocation from the NC Department of Public Safety for Juvenile Crime Prevention Council programs.

<u>Accour</u>	<u>ıt #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103991	399100	Fund Balance Appropriated		1,443,552
109800	498021	Transfer to Capital Projects Fund	1,443,552	
213980	398100	Transfer from General Fund		1,443,552
219930	461202	Recreation-Pool Renovations	1,443,552	

Per Board action 12-1-15; to transfer the FY 14-15 increase in unassigned fund balance to the Capital Projects Fund.

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Boards and Commissions

MANAGER'S COMMENTS:

Parks and Recreation Commission

The Seven Devils Town Council nominated Mr. Skip Watts for appointment as a representative on the Watauga County Recreation Commission.

The Boone Town Council nominated Mr. Greg Dobbins for appointment as a representative on the Watauga County Recreation Commission.

The above is a first reading and, therefore, no action is required at this time.

TOWN MANAGER
Debbie Powers, MSBA

Town Finance Officer Helga Sappington

TOWN CLERK
Sara Miller, MS



TOWN COUNCIL NEETING

MAYOR – Larry Fontaine
MAYOR PRO-TEM – Brad Lambert
Kay Ehlinger
David Ehmig
David Hooper

December 9, 2015

Mr. Deron Geouque Watauga County Manager 814 W. King Street, Ste 205 Boone, NC 28607

RE: Watauga County Recreation Commission Nominee—Seven Devils

Mr. Geouque:

The Seven Devils Town Council met on Tuesday, December 8, 2015 at 5:30PM in regular session, during which the Council nominated Mr. Skip Watts to be a representative member on the Watauga County Recreation Commission for Seven Devils. Thank you for your time.

Sincerely,

Larry Fontaine

Mayor, Town of Seven Devils

Anita.Fogle

Subject:

FW: Recreation Commission Nomination

From: Christine Pope [mailto:Christine.Pope@townofboone.net]

Sent: Friday, October 16, 2015 9:21 AM

To: Stephen Poulos

Subject: Recreation Commission Nomination

Hi Stephen,

At last night's Boone Town Council meeting, Council voted unanimously to nominate Greg Dobbins for reappointment to this commission. We also confirmed with Mr. Dobbins that he'd like to continue to serve, if appointed. Please let me know if you need anything else in order to submit this nomination.

Thanks and have a nice weekend, Christine

Christine Pope

Town Clerk

Town of Boone

P.O. Drawer 192

Boone, NC 28607

(828) 268-6204

(828) 268-6208 (fax)

Email correspondence to and from this address is subject to public records requests pursuant to the North Carolina Public Records Law, resulting in monitoring and potential disclosure of this message to third parties.

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Announcements

MANAGER'S COMMENTS:

The January 5, 2016, Board of Commissioners meeting has been cancelled. The next regular meeting of the Board will be on January 19, 2016, at 5:30 P.M.

AGENDA ITEM 11:

PUBLIC COMMENT

AGENDA ITEM 12:

BREAK

AGENDA ITEM 13:

CLOSED SESSION

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