

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

**TUESDAY, JUNE 5, 2012
8:00 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:00	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: May 1, 2012, Closed Session May 15, 2012, Regular Meeting		1
	3	APPROVAL OF THE JUNE 5, 2012 AGENDA		11
8:05	4	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE PROPOSED DEMOLITION OF THE OLD HIGH SCHOOL		13
9:05	5	APPALACHIAN DISTRICT HEALTH DEPARTMENT UPDATE	MS. BETH LOVETTE	47
9:10	6	JUVENILE CRIME PREVENTION PROGRAM (JCPP) CERTIFICATION AND MEMBERSHIP FOR FY 2013	MR. CHARLIE BYRD	51
9:15	7	TOURISM DEVELOPMENT AUTHORITY'S (TDA) PROPOSED MEMORANDUM OF UNDERSTANDING REGARDING ENCROACHMENT ON PINE RUN ROAD	MR. ERIC WOOLRIDGE	77
9:20	8	RURAL OPERATING ASSISTANCE PROGRAM (ROAP) HEARING REQUEST - APPALCART	MR. CHRIS TURNER	93
9:25	9	GRANT ACCEPTANCE FOR FORKLIFT PURCHASE	MS. LISA DOTY	95
9:30	10	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. KELVIN BYRD	119 119
9:35	11	FINANCE MATTERS A. Budget Amendments B. Proposed Lease Amendment on High School Property	MS. MARGARET PIERCE	121 125
9:40	12	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Meat Camp VFD Request for Support of Lease Purchase Agreement B. Fiscal Year 2013 Budget Discussion C. July Meeting Schedule Discussion D. Boards & Commissions E. Announcements	MR. DERON GEOUQUE	131 137 139 141 145
9:45	13	PUBLIC COMMENT		146
10:45	14	BREAK		146
10:50	15	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		146
11:00	16	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF THE MINUTES

May 1, 2012, Closed Session

May 15, 2012, Regular Meeting

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, MAY 15, 2012**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, May 15, 2012, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

[Clerk's Note: Chairman Miller was not present due to a prior commitment.]

Vice-Chairman Gable called the meeting to order at 5:31 P.M.

Vice-Chairman Gable extended sympathy to the family of local business owner and County native, Mr. Mack Brown.

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

APPROVAL OF MINUTES

Vice-Chairman Gable called for additions and/or corrections to the May 1, 2012, regular meeting and closed session minutes and the May 3, 2012, and May 7, 2012, special meeting minutes.

Commissioner Deal, seconded by Commissioner Blust, moved to approve the May 1, 2012, regular meeting minutes as presented.

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

Vice-Chairman Gable tabled consideration of the May 1, 2012, closed session minutes until a future meeting.

Commissioner Futrelle, seconded by Commissioner Blust, moved to approve the May 3, 2012, special meeting minutes as presented.

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

Commissioner Futrelle, seconded by Commissioner Blust, moved to approve the May 7, 2012, special meeting minutes as presented.

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

APPROVAL OF AGENDA

Vice-Chairman Gable called for additions and/or corrections to the May 15, 2012, agenda.

County Manager Geouque requested to add an additional Board of Elections' request for consideration of a proposed grant to fund primary election coding.

The County Manager also requested that both the scheduled closed session and the FY 2013 Home and Community Care Block Grant (H&CCBG) allocation request be removed from the agenda. Additional information has been received regarding the H&CCBG allocation and, therefore, the request would be presented at a future meeting.

Commissioner Futrelle, seconded by Commissioner Blust, moved to approve the May 15, 2012, agenda as amended.

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

WATAUGA COUNTY PATHWAYS PROPERTY TRANSFER REQUEST

Mr. William Hall, Chairman of Watauga County Pathways, requested consideration of the transfer of three properties and three easements from Watauga County Pathways, Inc., previously Middle Fork Greenway Association, and Blue Ridge Conservancy to Watauga County. The properties and easements were to be used for a planned hiking and biking greenway to be constructed between Boone and Blowing Rock. The three properties were: .819 acres deeded on Payne Branch; 1.36 acres deeded on Niley Cook Road; and 3.658 acres on Sterling Creek (known as the Whitener Tract).

County Manager Geouque stated that the project and transfer of the properties was originally approved in October of 2009, contingent upon the County Attorney preparing the appropriate documents; however, due to issues with the North Carolina State Property Office, recording of the transfers was delayed. The proposed deeds included wording that the County would hold no responsibility for the construction of the greenway and its continuing maintenance after completion. If approved, the properties would be listed on the County's property insurance.

Commissioner Deal, seconded by Commissioner Futrelle, moved to accept the conveyance of the three properties as presented.

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

WATAUGA HUMANE SOCIETY SPAY/NEUTER PROGRAM REQUEST

Ms. Anita Gomez, Watauga County Chief Animal Control Officer, stated that the County was eligible to apply to participate in a spay/neuter program funded by state revenues collected through I Care license plate purchases. Cities and Counties were eligible to apply for reimbursement of direct costs of spaying and neutering of cats and dogs owned by low-income persons. Chief Gomez presented a proposed Cooperative Spay-Neuter Services Agreement between the County and Humane Society as the local program would be operated through the Humane Society. A correction was noted in the proposed agreement that the official name of the State program, which was to fund the local program, was the NC Spay/Neuter Program. The purpose of the program was to reduce the population of unwanted animals in the State. The Humane Society would contract with a vet to provide spay and neuter services. Upon completion of the services, the Humane Society would pay the vet and submit appropriate documentation for the County to submit to the State for reimbursement. No County match or expenditure of funds by the County was required. Watauga Humane Society personnel were responsible for verifying low-income eligibility and, in the event that funds were no longer available, the Humane Society would be responsible for all associated expenses. In addition, the Humane Society would be financially responsible for compliance with all rules and regulations pertaining to the program.

Commissioner Futrelle, seconded by Commissioner Blust, moved to approve the Cooperative Spay-Neuter Services Agreement with the Watauga Humane Society as corrected to include the NC Spay/Neuter Program as the State program through which reimbursements were to be received and contingent upon the County Attorney's review.

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

VOTING EQUIPMENT MAINTENANCE AGREEMENT

Ms. Jane Ann Hodges with the Board of Elections presented a proposed five (5) year maintenance agreement for the County's voting machines which was to cover the software and firmware for the machines. In past years, the State Board of Elections paid for the maintenance and upkeep on the voting equipment with Help America Vote Act (HAVA) funds. However, \$4,000,000 of HAVA funds was currently frozen and therefore not available to the County.

Board of Election staff has been presented with a contract from Election Systems and Software to provide maintenance and repair of the voting equipment in the amount of \$26,776.22 per year

with a five (5) year commitment or \$31,268.97 per year with a one (1) year commitment. Staff would recommend language be added to the contract that stated if HAVA funds were to be made available then the contract would be voided, unless the contract is acceptable to the County Attorney in its present form.

Commissioner Deal, seconded by Commissioner Futrelle, moved to approve the contract with Election Systems and Software in the amount of \$26,776.22 for a five (5) year term with the understanding that it would be void if HAVA funds were released by the State Board of Elections to pay for the maintenance and repair of the County's voting equipment and contingent upon the County Attorney's review.

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

HELP AMERICA VOTE ACT (HAVA) GRANT APPLICATION REQUEST

Ms. Hodges stated that the State had recently released \$1,000,000 in Help America Vote Act (HAVA) funds to be used for second primary election coding for which the County could apply in the amount of \$4,500. Ms. Hodges stated that information regarding the availability of funding was received May 14, 2012, and the applications for funding requests were due to the State by June 1, 2012.

Commissioner Blust, seconded by Commissioner Futrelle, moved to approve the submission of the application for \$4,500 in HAVA funding for second primary election coding expenses.

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

BID AWARD REQUEST FOR DEMOLITION OF THE OLD HIGH SCHOOL

Mr. Robert Marsh, Maintenance Director, presented the following bids received for the demolition of the old Watauga High School:

Vendor	5% Bid Bond or Cashiers' Check	Contractor's License #	Calendar Days to Complete	Primary Bid Price	Alternate I Bid Price
NCM Charlotte, NC	Bid Bond	65179	180	\$829,800	\$115,000
D.H. Griffin Wrecking Co., Inc. Hickory, NC	Bid Bond	35452	120	\$379,990	\$54,000
NEO Corp. Canton, NC	Bid Bond	17865	180	\$328,000	\$33,750
MBH Enterprises, Inc., Rural Hall, NC	Bid Bond	71456	180	\$475,567	\$7,227
Taylor and Murphy Asheville, NC	Bid Bond	5174	180	\$460,475	\$42,000
E. Luke Greene Co. Strawberry Plains, TN	Bid Bond	21121	Asbestos 45 Demo 150	\$485,000	\$50,000

Vendor	5% Bid Bond or Cashiers' Check	Contractor's License #	Calendar Days to Complete	Primary Bid Price	Alternate I Bid Price
EHG, LLC Morrisville, NC	Bid Bond	55919	120	\$960,000	\$90,000
Tristar of America, Inc. Norcross, GA	Bid Bond	69663	150	\$619,000	\$48,000
Empire Dismantlement Corp. Grand Island, NY	Bid Bond	51779	180	\$843,000	\$30,000
Dore and Associates Contracting Bay City, MI	Bid Bond	17486	300	\$927,600	\$19,300
Clear Site Industrial, LLC Charlotte, NC	Bid Bond	68679	150	\$634,720	\$32,500
Belfor Charlotte, NC	None	63672	Not Listed	\$1,156,986	\$0

A total of 12 bids were received with NEO Corporation from Canton, NC, providing the lowest responsive and responsible bid in the total amount of \$361,750 for the demolition of the primary building area and acceptance of Alternate I which included the demolition of the ancillary buildings. Mr. Marsh stated that the bids were valid for 60 days to allow time for a public hearing if the Board so wished.

Commissioner Blust moved to schedule a public hearing on Tuesday, June 19, 2012, to allow citizen comment regarding the proposed demolition of the old high school. Discussion was held regarding the need for a public hearing. The motion died for lack of a second.

Commissioner Blust, seconded by Vice-Chairman Gable, moved to schedule a public hearing on Tuesday, June 5, 2012, at 8:00 A.M. to allow citizen comment regarding the proposed demolition of the old high school.

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

PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT

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

A public hearing was scheduled to allow citizen comment on proposed amendments to the Watauga County Ordinance to Govern Subdivisions and Multi-Unit Structures.

Commissioner Deal, seconded by Commissioner Futrelle, moved to open the public hearing at 6:04 P.M. to allow citizen comment on the proposed amendments to the Watauga County Ordinance to Govern Subdivisions and Multi-Unit Structures.

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

Mr. Joe Furman, Planning and Inspections Director, presented the proposed changes and stated that the majority of the changes requested were designed to encourage affordable housing projects and fire apparatus access and update definitions of waste water disposal systems. The Planning Board approved sending the proposed changes to the Board of Commissioners for adoption.

There being no public comment, Vice-Chairman Gable declared the public hearing closed at 6:07 P.M.

Commissioner Deal, seconded by Commissioner Blust, moved to adopt the amendments to the Watauga County Ordinance to Govern Subdivisions and Multi-Unit Structures as presented.

VOTE: Aye-5(Gable, Blust, Deal, Futrelle)
Nay-0
Absent-1(Miller)

B. FY 2013 Proposed Budget

A public hearing was scheduled to allow citizen comment on the Manager's Recommended Budget for Fiscal Year 2013.

Commissioner Deal, seconded by Commissioner Blust, moved to open the public hearing at 6:08 P.M. to allow citizen comment on the Manager's Recommended Budget for FY 2013.

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

The County Manager reviewed the following changes from the FY 2013 Manager's Recommended Budget due to the recent budget work sessions which resulted in an overall increase to the proposed budget of \$10,000:

Revenues		
Cable TV Franchise Fees	increase	\$10,000
Expenditures		
Board of Elections	increase travel and part time salaries	\$8,790
Board of Education	increase current capital outlay	\$18,826
Recreation, Special Populations	increase supplies and travel	\$850
Special Allocations	decrease Children's Playhouse	\$2,500
	decrease WeCAN	\$1,000
Emergency Services	decrease cell allowance	\$576
Tax Administration	decrease salaries	\$6,000
General Administration	decrease Professional Services-Architects	\$7,540
	decrease miscellaneous expenses	\$850

The following individuals addressed the Board, speaking on behalf of their organization, regarding the recommended budget:

Audrey Hartley, Watauga County Library Board Chair
Debbie Passakaqua, Library Supporter
Mar Stegall, Library Supporter
Pat Alexander, Library Supporter
Lynne Mason, Hospitality House Executive Director
Bob Goddard, Hunger Coalition and Hospitality House
Janice Carroll, Green Valley Community Park
Kay Dixon, Hospitality House Vice-Chairman
Melissa Selby, Community Care Clinic Executive Director
Robert Schneider, Hospitality House
Kedith England, Hospitality House Board Member
Caroly Stewart, Hospitality House Beneficiary
Compton Fortuna, Hunger and Health Coalition Executive Director
Todd Carter, Hospitality House Development Director
Parker Stevens, Appalachian Women's Fund Executive Director
Laura Bullock, Hospitality House Services Coordinator
Cynthia Banks, Episcopal Church Director/Priest in Charge and Hospitality House Supporter
Evelyn Asher, CCC&TI Small Business Center Director/Library and Hospitality House Supporter
Steve Canipe, Southern Appalachian Historical Association Supporter
Chris Turner, AppalCART Director
Graham Doege, WeCAN Program Administrator/Hospitality House Supporter
Jan Watson, Watauga Humane Society Board Chairman [Dr. Watson also requested the Board appoint a representative to serve on the Watauga Humane Society Board.]
Zach Ollis was not present when called to speak
Denise Lockett, Hospitality House Supporter

There being no further public comment, Vice-Chairman Gable declared the public hearing closed at 7:03 P.M.

Commissioner Deal made a statement that Board decisions regarding the recommended budget were not unanimous and shared that he believed more could be done for the Library.

Board action was not required and, therefore, none was taken.

SMOKY MOUNTAIN CENTER QUARTERLY FINANCIAL REPORT

Ms. Margaret Pierce, Finance Director, presented the Smoky Mountain Center Quarterly Report as required by Statute.

Board action was not required and, therefore, none was taken.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Property and Liability Insurance and Workers Compensation Renewals Request

County Manager Geouque presented renewal rates for property and liability insurance and workers compensation. The rate for property and liability was quoted at \$244,167, which was a \$6,362 decrease from the current rate. The rate for workers compensation was quoted at \$228,278, which was an 18% increase from the current rate. The primary cause of the increase was due to the rate being based on claims totals from the past three years. This year FY 2008 claims totaling \$10,858 were dropped from that total and FY 2011 claims, totaling \$226,026, were added. One claim represented 70% of the total claims for FY 2011 so there was little the County could have done to be proactive in preventing the increase. The County Manager stated that the County would realize a 2% discount for an early payment of the premium.

Commissioner Deal, seconded by Commissioner Futrelle, moved to accept the renewals for property and liability insurance, in the amount of \$244,167, and workers compensation, in the amount of \$228,278, both from the North Carolina Association of County Commissioners (NCACC).

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

B. Boards and Commissions

County Manager Geouque stated that formal action had not been taken to appoint a Board representative to the Watauga Humane Society Board.

Commissioner Futrelle, seconded by Commissioner Blust, moved to appoint Commissioner Deal as the Board of Commissioners' representative member of the Watauga Humane Society Board of Directors.

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

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

Commissioner Deal, seconded by Commissioner Futrelle, moved to reappoint Mr. Paul Combs and Ms. Lauren Waterworth to the Economic Development Commission.

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

C. Announcements

County Manager Geouque made the following announcements:

- A public hearing will be held Tuesday, June 5, 2012, at 8:00 A.M. to allow citizen comment on the proposed demolition of the old high school.
- A public hearing will be held Tuesday, June 19, 2012, at 6:00 P.M. to allow citizen comment on proposed fire district boundary changes involving Stewart Simmons, Deep Gap, and Boone districts.

PUBLIC COMMENT

There was no public comment.

ADJOURN

Commissioner Futrelle, seconded by Commissioner Deal, moved to adjourn the meeting at 7:09 P.M.

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

Vince Gable, Vice-Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE JUNE 5, 2012, AGENDA

Blank Page

AGENDA ITEM 4:

**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE PROPOSED
DEMOLITION OF THE OLD HIGH SCHOOL**

MANAGER'S COMMENTS:

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

The Board set a public hearing for June 5, 2012, at 8:00 AM to seek citizen comment regarding the demolition of the old high school. The bids are valid until July 6, 2012.

After the public hearing, staff seeks direction from the Board.

PUBLIC HEARING NOTICE

THE WATAUGA COUNTY BOARD OF COMMISSIONERS WILL CONDUCT A PUBLIC HEARING ON TUESDAY, JUNE 5, 2012, AT 8:00 A.M. TO ALLOW CITIZEN COMMENT ON THE PROPOSED DEMOLITION OF THE OLD WATAUGA HIGH SCHOOL. THE MEETING WILL BE HELD IN THE COMMISSIONERS' BOARD ROOM OF THE WATAUGA COUNTY ADMINISTRATION BUILDING LOCATED AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. FOR INFORMATION OR QUESTIONS, PLEASE CALL (828) 265-8000.

NATHAN A. MILLER
CHAIRMAN



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

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

BACKGROUND

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

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

REQUEST FOR PROPOSAL SUMMARY

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

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

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

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

060512 BCC Meeting

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

STAFF RECOMMENDATION

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

BUDGET IMPACT

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

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

REVISED 5/1/12

BID FORM
WATAUGA HIGH SCHOOL DEMOLITION PROJECT

NAME OF COMPANY NEO Corporation

ADDRESS 289 Silkwood Drive

Canton, North Carolina 28716

NC CONTRACTORS LICENSE NUMBER 17865

CALENDAR DAYS TO COMPLETE PROJECT 180

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

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

Alternate Two – Unit Pricing for Asbestos Containing Materials

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

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

Black Mastic on Roof Drain Line \$ 4,400.00

Yellow Sheet Flooring 171 sf \$ 2,200.00

Alternate Three – Unit Price for Removal of ACM

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

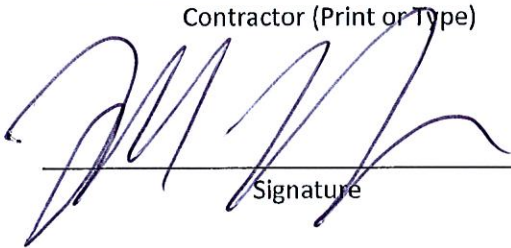
*This Bid shall remain viable and subject to Bid Award by the Watauga County Board of County Commissioners for sixty days upon submission.

NEO Corporation

05/04/2012

Contractor (Print or Type)

Date


Signature

Subscribed and sworn to before me this 4th day of

May, 2012

Notary Public: 

My Commission Expires: 3.19.2015



License Year

2012

License No.

17865

North Carolina

Licensing Board for General Contractors

This is to Certify That:

NEO Corporation
Canton, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

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

until

December 31, 2012

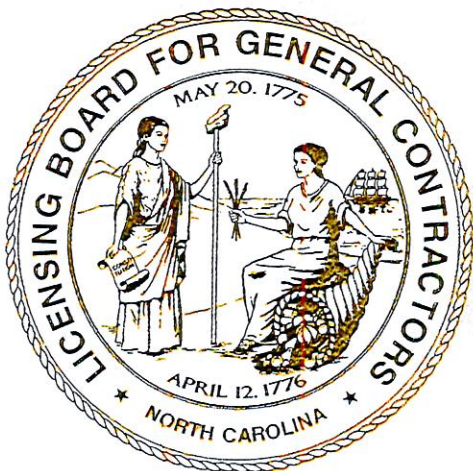
when this Certificate expires.


Witness our hands and seal of the Board.


Dated, Raleigh, N.C.

January 1, 2012

This certificate may not be altered.




Chairman


Secretary-Treasurer

ACORD CERTIFICATE OF LIABILITY INSURANCE

060512 BCC
 OP ID L5
 NEOCO-1
 MAR 24 2011
 05/24/11

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

COVERAGES

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

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

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

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

IMPORTANT

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

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

DISCLAIMER

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

Bid Bond

CONTRACTOR:

(Name, legal status and address)

NEO Corporation

289 Silkwood Drive, Canton, NC 28716

SURETY:

(Name, legal status and principal place of business)

International Fidelity Insurance Company

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

OWNER:

(Name, legal status and address)

Watauga County

969 West King Street, Boone, NC 28607

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

PROJECT:

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

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

Project Number, if any:

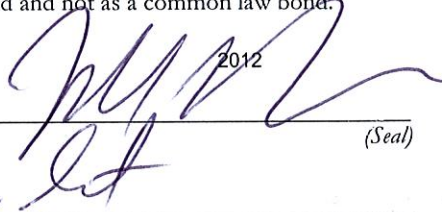
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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


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


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

Signed and sealed this 26th day of April 2012

(Witness) 

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

(Witness) 

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



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

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

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

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

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

Columbia, SC.

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

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

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

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

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

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



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

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

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



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

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

CERTIFICATION

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

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

Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This the _____ day of _____, _____.

WATAUGA COUNTY

By: _____

Date

Date

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

Margaret Pierce
Watauga County Finance Director

Request For Proposals

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

I. INTRODUCTION

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

II. SUBMISSION OF PROPOSALS

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

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

III. SCOPE OF WORK

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

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

IV. SALVAGE RIGHTS

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

V. PROJECT SCHEDULE

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

VI. BONDS AND INSURANCE

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

VII. AWARD OF CONTRACT

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

VIII. BID FORM

BID FORM
WATAUGA HIGH SCHOOL DEMOLITION PROJECT

NAME OF COMPANY _____

ADDRESS _____

NC CONTRACTORS LICENSE NUMBER _____

Total Bid Price for Demolition and Removal \$ _____

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

Alternate Two – Unit Pricing for Asbestos Containing Materials

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

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

Black Mastic on Roof Drain Line \$ _____

Yellow Sheet Flooring 171 sf \$ _____

Alternate Three – Unit Price for Removal of ACM

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

IX. ATTACHMENTS

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

Addendum One

Project: Old Watauga High School Demolition Project

Date: April 18, 2012

I. QUESTIONS FROM CONTRACTORS

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

Sixty days from date of bid submission.

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

Yes

3. Is there asbestos in the boilers?

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

4. Is an Asbestos Report required?

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

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

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

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

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

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

Yes. See RFP Section III (7).

8. Is site security fencing required?

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

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

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

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

July 2, 2012

11. When can work commence?

Upon notification of Bid Award by the County.

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

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

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

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

14. Can the concrete be crushed on-site?

Yes.

15. Is water available at the site?

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

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

No.

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

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

II. REVISED BID FORM

**BID FORM
WATAUGA HIGH SCHOOL DEMOLITION PROJECT**

NAME OF COMPANY _____

ADDRESS _____

NC CONTRACTORS LICENSE NUMBER _____

CALENDAR DAYS TO COMPLETE PROJECT _____

Total Bid Price for Demolition and Removal \$ _____

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

Alternate Two – Unit Pricing for Asbestos Containing Materials

Floor Tile and Mastic 34,672 sf \$ _____

Black Mastic on Roof Drain Line \$ _____

Yellow Sheet Flooring 171 sf \$ _____

Alternate Three – Unit Price for Removal of ACM

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

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

Contractor (Print or Type)

Date

Signature

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission Expires: _____

IX. ATTACHMENTS

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

ADDENDUM TWO

PROJECT: Old Watauga High School Demolition

DATE: April 25, 2012

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

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

ADDENDUM THREE

PROJECT: Old Watauga County High School

DATE: May 1, 2012

I. Lead Paint Containing Materials

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

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

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

II. Revised Bid Form (attached)

REVISED 5/1/12

BID FORM
WATAUGA HIGH SCHOOL DEMOLITION PROJECT

NAME OF COMPANY _____

ADDRESS _____

NC CONTRACTORS LICENSE NUMBER _____

CALENDAR DAYS TO COMPLETE PROJECT _____

Total Primary Bid Price for Demolition and Removal \$ _____

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

Alternate Two – Unit Pricing for Asbestos Containing Materials

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

Floor Tile and Mastic 34,672 sf \$ _____

Black Mastic on Roof Drain Line \$ _____

Yellow Sheet Flooring 171 sf \$ _____

Alternate Three – Unit Price for Removal of ACM

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

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

Contractor (Print or Type)

Date

Signature

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission Expires: _____

WHS DEMOLITION PLANHOLDER LIST

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

WHS DEMOLITION PLANHOLDER LIST

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

WHS DEMOLITION PLANHOLDER LIST

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

WHS DEMOLITION PLANHOLDER LIST

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

Blank Page

AGENDA ITEM 5:

APPALACHIAN DISTRICT HEALTH DEPARTMENT UPDATE

MANAGER'S COMMENTS:

Per Commissioner request, Ms. Beth Lovette, Appalachian Health District, will present an update on health department matters.

Later in the meeting, staff will request any additional changes to the proposed Fiscal Year 2012-2013 Budget that is scheduled for adoption on June 19, 2012. This would be the appropriate time to address any increases in funding for the Health Department.

Deron.Geouque

From: Beth Lovette <beth.lovette@apphealth.com>
Sent: Wednesday, May 23, 2012 3:25 PM
To: Deron.Geouque
Cc: Andrew Blethen
Subject: Appalachian District Additional information
Attachments: EH Summary for Watauga County May 2012 (2).doc; Watauga Cty Manager Ltr 052312.doc

Deron,

Here are two attachments for the Health Department. Prior to the Commissioners' on June 5, I will also send you the most up-to-date Watauga County turn around numbers and will be prepared to discuss the numbers (and our goals) with the Board. At that point, I will also have a report from our initial meeting with Phil Trew regarding facilitation and implementation of our "permitting advisory committee."

Thanks for giving us the opportunity to provide some additional information in an effort to justify the 5% increase.

Thanks again, Beth

Beth Lovette, MPH, RN
Health Director
Appalachian District Health Department:
Alleghany, Ashe and Watauga Counties
126 Poplar Grove Connector
Boone, NC 28607

Phone: 828-264-4995, Ext. 102
Fax: 828-264-4997



APPALACHIAN DISTRICT HEALTH DEPARTMENT

DISTRICT OFFICE: 126 Poplar Grove Connector, Boone, NC 28607
Telephone 828-264-4995 Fax 828-264-4997
www.apphealth.com

060512 BCC Meeting



Health for All: Promote. Prevent. Empower.

MEMO Updated May 23, 2012

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

Dear Deron,

Attached please find a copy of the Appalachian District Health Department (ADHD) Board of Health 2012-13 budget proposal that was approved by the Board of Health as an interim budget as we wait for final state and county funding numbers. A few highlights of our budget include:

1. There is a request for increase in county appropriation of 5%. Please see the attached Local Appropriation Summary to better understand Watauga County's position in the District budget. This additional funding will be used to continue to improve the Environmental Health Water Protection Programs. (See attached summary for improvement plan.)
2. The Finance Committee asked that I highlight the public health services that are mandated in each local health department. They are marked with an asterisk on the budget.
3. This budget (even with the 5% increase included) includes \$461,235 fund balance budgeted. The Board of Health recognizes that a continued trend of decreasing fund balance cannot continue. However we have good news; since the approval of this interim budget, several grants have been finalized and the Medicaid Cost Settlement has been received. These numbers improve the anticipated year-end impact on the ADHD fund balance to be under \$200,000. The Board of Health will finalize the 2012-13 budget to reflect the most up-to-date information possible at the June 19 meeting. This budget will be forwarded to each County Manager.
4. With local appropriations credited to the state-mandated line items, it is evident that the source of budget deficit is the Primary Care Program. Primary Care provides health care (including physicals and sick care) for under-served adults. In Watauga County, 1450 different adults were served in the last fiscal year. 84% are uninsured. The Appalachian District Health Department is working closely with Appalachian Regional Healthcare System's Community Outreach Department and with the Community Care Clinic to address this concern, but with one in four adults uninsured in Watauga County, access to care for these individuals remains a large community concern. At this point, without additional funding available for adult primary care services, the program cannot be maintained over time. The Finance Committee of the Board of Health will continue to monitor the program and will make necessary changes within the first six months of the next fiscal year.
5. The Environmental Health program (Food and Lodging Inspections and Septic/Well Permitting) is mandated and, therefore, fees generated by the program are supplemented by the majority of your local appropriation. There are no budgeted changes in Watauga staffing at this time. As you know, I continue to address customer service, efficiencies and work flow in these programs.

Thank you for your continued support of the important public health initiatives in Watauga County. If you have any questions or need additional clarification, please don't hesitate to call. My cell number is 336-877-6103.

Sincerely,

Beth Lovette, RN, MPH
Health Director



APPALACHIAN DISTRICT HEALTH DEPARTMENT

DISTRICT OFFICE: 126 Poplar Grove Connector, Boone, NC 28607

Telephone 828-264-4995 Fax 828-264-4997

www.apphealth.com



Health for All: Promote. Prevent. Empower.

Environmental Health Services

Water Protection Programs

Watauga County

May 14, 2012

Appalachian District Health Department continues to work to improve customer service, community perception and quality improvement with Environmental Health Services. Following is a summary of improvement activities:

- Additional training and support for staff which will include communication skills
 1. Customer Service in a Regulatory Environment – scheduled with Northwest AHEC.
 2. Consistency in communication between different Environmental Health Specialists and the general public
 3. Public Interaction Training – already in progress
 4. Staying positive during challenging times – already in progress
- Improve the Quality Assurance program to prevent future issues of inconsistencies between EH Specialists and EH rules – already in progress
- Continued real-time tracking including monitoring and accountability for outliers with quarterly summaries to stakeholders
- Overall communication plan
 1. Verbal contact to applicants within five days of receipt of application
 2. Concurrent tracking for applications so that we can see where an application is in the process, even when the EHS working on the application is not in the office
 3. Customer service surveys – beginning July 1 for all services, District-wide
- Local advisory committees for permitting in Ashe and Watauga Counties facilitated by Region D Council on Governments – first meeting with facilitator May 25
- Productivity tracking and feedback to staff and stakeholders to identify increasing permit numbers and work with County Commissioners to increase staffing as needed
- Evaluate, establish a plan and budget for improved technology (which will require assistance from our counties).

I encourage individuals to contact me if they have issues of concern or ideas for improvement (beth.lovette@apphealth.com or 828-264-4995). I feel certain that individual communication will help to continue to inform me of the issues of the community and will allow for some closure of issues that are in the past and we are unable to change. Additionally, North Carolina will have a new Environmental Health Director, Layton Long, who begins work in Raleigh on June 6. As a former local health director and local environmental health director, I am confident that he will also offer assistance with consistent interpretation of the well rules and how they relate to older wells.

Thanks again for your continued interest, concern and support.

Beth Lovette, Health Director

BUSINESS OFFICE PO Box 309 Sparta, NC 28675 336-372-8813 336-372-7793 Fax	ALLEGHANY CO. HEALTH DEPT. 157 Health Services Road Sparta, NC 28675 336-372-5641 336-372-7793 Fax	ASHE CO. HEALTH DEPT. PO Box 208 Jefferson, NC 28640 336-246-9449 336-246-8163 Fax	WATAUGA CO. HEALTH DEPT. 126 Poplar Grove Connector Boone, NC 28607 828-264-6635 828-264-4997 Fax
---------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------

AGENDA ITEM 6:

JUVENILE CRIME PREVENTION PROGRAM (JCPC) CERTIFICATION AND MEMBERSHIP FOR FY 2013

MANAGER'S COMMENTS:

Mr. Charlie Byrd will present the Juvenile Crime Prevention Council (JCPC) certification and membership roster for FY 2013.

Board approval is requested for the certification and membership.



WATAUGA COUNTY

FINANCE OFFICE

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Margaret Pierce, Finance Director

SUBJECT: JCPC Certification and Membership for 2012-13

DATE: May 24, 2012

Attached please find the Juvenile Crime Prevention Council 2012-13 Certification and Membership Recommendations. Charlie Byrd should be available to answer any questions.

Board approval is requested.



NC Department of Public Safety, Division of Juvenile Justice
Juvenile Crime Prevention Council Certification

Fiscal Year: 2012 -2013

County: Watauga Date: 06/05/2012

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Yes
B. Is the membership list attached? Yes
C. Are members appointed for two year terms and are those terms staggered? Yes
D. Is membership reflective of social-economic and racial diversity of the community? Yes
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? No

If not, which positions are vacant and why?

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? Yes
B. Bylaws are [] attached or [X] on file (Select one.)
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. Yes
D. Does the JCPC have written policies and procedures for funding and review? Yes
E. These policies and procedures [] attached or [X] on file. (Select one.)
F. Does the JCPC have officers and are they elected annually? Yes
JCPC has: [X] Chair; [X] Vice-Chair; [X] Secretary; [X] Treasurer.

STANDARD #3 - Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. Yes
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? Yes
C. Does the JCPC meet bi-monthly at a minimum? Yes
D. Are minutes taken at all official meetings?
E. Are minutes distributed prior to or during subsequent meetings? Yes

STANDARD #4 - Planning

- A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? Yes
B. Is this Annual Plan presented to the Board of County Commissioners and to the Division of Juvenile Justice? Yes
C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? Yes

Juvenile Crime Prevention Council Certification (cont'd)

STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) _____
Yes
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? _____
Yes

STANDARD #6 – No Overdue Tax Debt

- A. As recipient of the county DJJ allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243 (1), at the Federal, State, or local level? _____
Yes

Briefly outline the plan for correcting any areas of standards non-compliance.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. Attach Line Item Budget Information and Budget Narrative sheets detailing the expenditure budget. The JCPC Certification **must be received by June 30, 2012.**

**JCPC Administrative Funds
SOURCES OF REVENUE**

DJJ	300	
Local		
Other		
Total	300	

JCPC Chairperson _____
Date

Chairman, Board of County Commissioners _____
Date

Chief Deputy Secretary or Designee, Division of Juvenile Justice _____
Date

Juvenile Crime Prevention Council Certification (cont'd)

Watauga

County

FY

2012-2013

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members (G.S. 147-33.61)	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Clarissa Schmal	Student Services	<input checked="" type="checkbox"/>	W	F
2) Chief of Police	Kat Brackenridge	Investigator	<input checked="" type="checkbox"/>	W	F
3) Local Sheriff or designee	Dee Dee Rominger	Detective	<input checked="" type="checkbox"/>	W	F
4) District Attorney or designee	John Middlebrook	ADA	<input checked="" type="checkbox"/>	W	M
5) Chief Court Counselor or designee	Lisa Garland	Chief Counselor	<input type="checkbox"/>	W	F
6) Director, AMH/DD/SA, or designee	Maggie Farrington	Smoky Mtn. LME Rep	<input checked="" type="checkbox"/>	W	F
7) Director DSS or designee	Mandy Garland	Social Worker	<input checked="" type="checkbox"/>	W	F
8) County Manager or designee	Margaret Pierce	Finance Director	<input checked="" type="checkbox"/>	W	F
9) Substance Abuse Professional	Murray Hawkinson	Daymark Recovery	<input type="checkbox"/>	W	M
10) Member of Faith Community	Pan McCaslin	Church of Holy Cross	<input type="checkbox"/>		F
11) County Commissioner	Tim Futrelle	Co. Commissioner	<input type="checkbox"/>	W	M
12) Two Persons under age 18 (State Youth Council Representative, if available)		Student	<input type="checkbox"/>		
	Brian Greer	Student	<input type="checkbox"/>	W	M
13) Juvenile Defense Attorney	Eric Eller	Defense Attorney	<input type="checkbox"/>	W	M
14) Chief District Judge or designee	Vacant		<input type="checkbox"/>		
15) Member of Business Community	Evelyn Asher	CCC&TI	<input type="checkbox"/>	W	F
16) Local Health Director or designee	Trish Lanier	Social Worker	<input checked="" type="checkbox"/>	W	F
17) Rep. United Way/other non-profit	Karee Mackey	4-H	<input type="checkbox"/>	W	F
18) Representative/Parks and Rec.	Stephen Poulos	P&R Director	<input type="checkbox"/>	W	M
19) County Commissioner appointee	Melissa Johnson	Director, MRJC	<input type="checkbox"/>	W	F
20) County Commissioner appointee	Jennifer Grubb	Director, WYN	<input type="checkbox"/>	W	F
21) County Commissioner appointee	Dennis Aldridge	Project Challenge	<input type="checkbox"/>	W	M
22) County Commissioner appointee	Mechelle Miller	Juv. Ct. Counselor	<input type="checkbox"/>	W	F
23) County Commissioner appointee	Hillary Biggerstaff	Rainbow Center	<input type="checkbox"/>	W	F
24) County Commissioner appointee	Michael Potter	ASU Professor	<input type="checkbox"/>	W	M
25) County Commissioner appointee	Amber Matthews	Crossnore School	<input type="checkbox"/>	W	F

Watauga County 2012-2013

Department of Juvenile Justice and Delinquency Prevention County Funding Allocation

Available Funds: \$ \$111,170 Local Match: \$ \$33,261 Rate: 30%

A **Program Agreement Form** for each program listed below is included as an attachment to the Community Prevention and Intervention Plan.

#	Program Provider	DJJDP Funding	LOCAL FUNDING			OTHER	Total	% Non-DJJDP Program Revenues
			Local Cash County	Local Cash Other	Local In-Kind	State/Federal		
1	JCPC Administrative Funds	\$300					\$300	0%
2	Juvenile Mediation	\$11,400	\$3,420				\$14,820	23%
3	Project Challenge	\$37,497	\$11,249				\$48,746	23%
4	Crossnore School	\$17,000	\$5,100				\$22,100	23%
5	Youth Resource Center	\$44,973	\$13,492				\$58,465	23%
6							\$0	#DIV/0!
7							\$0	#DIV/0!
8							\$0	#DIV/0!
9							\$0	#DIV/0!
10							\$0	#DIV/0!
TOTALS:		\$111,170	\$33,261	\$0	\$0	\$0	\$144,431	23%
Unallocated Funds		\$0						

The above plan was derived through a planning process by the Watauga County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2012-2013.



 Chairperson, Juvenile Crime Prevention Council

24 May 2012

 (Date)

 Chairperson, Board of County Commissioners

 (Date)

Budget Narrative

Section I

Provide justification of each line item entry in the Budget Information section. Indicate In-Kind items by **Y** for Yes

Item#	Justification	Expense	Y
220	meeting food and provisions	\$ 50	
260	office supplies	\$ 50	
290	other supplies, gift cards for student members	\$ 50	
370	advertising for RFP	\$ 150	
TOTAL		\$ 300	

Section II		
For each employee list the following information		
Job Title	Annual or Hourly Wage	Months of Employment

Budget Information Page

Program: JCPC

Fiscal Year:	2011-2012	Number of Months:	12
	Cash	In-Kind	Total
I. Personnel Services	\$ -	\$ -	\$ -
120 Salaries & Wages	_____	_____	\$ -
180 Fringe Benefits	_____	_____	\$ -
190 Professional Services	_____	_____	\$ -
II. Supplies & Materials	\$ 150	\$ -	\$ 150
210 Household & Cleaning	_____	_____	\$ -
220 Food & Provisions	\$ 50	_____	\$ 50
230 Education & Medical	_____	_____	\$ -
240 Construction & Repair	_____	_____	\$ -
250 Vehicle Supplies & Materials	_____	_____	\$ -
260 Office Supplies & Materials	\$ 50	_____	\$ 50
280 Heating & Utility Supplies	_____	_____	\$ -
290 Other Supplies & Materials	\$ 50	_____	\$ 50
III. Current Obligations & Services	\$ 150	\$ -	\$ 150
310 Travel & Transportation	_____	_____	\$ -
320 Communications	_____	_____	\$ -
330 Utilities	_____	_____	\$ -
340 Printing & Binding	_____	_____	\$ -
350 Repairs & Maintenance	_____	_____	\$ -
370 Advertising	\$ 150	_____	\$ 150
380 Data Processing	_____	_____	\$ -
390 Other services	_____	_____	\$ -
395 Contingency (Grp. Hm. Only)	_____	_____	\$ -
IV. Fixed Charges & Other Expenses	\$ -	\$ -	\$ -
410 Rental of Real Property	_____	_____	\$ -
430 Equipment Rental	_____	_____	\$ -
440 Services & Maint. Contracts	_____	_____	\$ -
450 Insurance & Bonding	_____	_____	\$ -
490 Other Fixed Charges	_____	_____	\$ -
V. Capital Outlay	\$ -	\$ -	\$ -
510 Office Furniture & Equipment	_____	_____	\$ -
530 Educational Equipment	_____	_____	\$ -
540 Motor Vehicle	_____	_____	\$ -
550 Other Equipment	_____	_____	\$ -
580 Buildings, Structures & Improv.	_____	_____	\$ -
Total	\$ 300	\$ -	\$ 300

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA-WATAUGA COUNTY

Acct. Name:

WATAUGA CO FINANCE

Acct. # 106000

COST OF PUBLICATION

Total \$127.33

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified and authorized by the law to administer oaths, personally appeared:

Annex Hicks

Who being first duly sworn, deposes and says: that he (she) is

REPRESENTATIVE

of a newspaper known as THE WATAUGA DEMOCRAT, published and entered as second class mail in City of Boone, in said County and State; that he (she) is authorized to make this affidavit and sworn statement; that the notice of other legal advertisement, a true copy of which is attached hereto, was published in THE WATAUGA DEMOCRAT the following dates :

JCPC FUNDS

02/01/2012

OVER

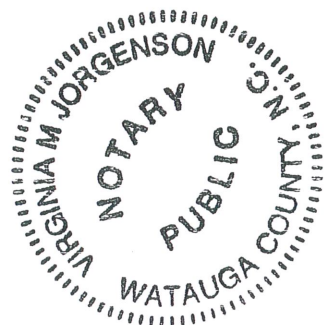
and that the said newspaper in which such notice, paper, document or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 1st day of February, 2012

Aimer J. Hub

Sworn to and subscribed before me, this 1st day of February, 2012

Virginia M. Jorgenson
Notary Public *Virginia M. Jorgenson*



My Commission Expires: *July 25, 2016* 59

Watauga County Juvenile Crime Prevention Council

The Watauga County Juvenile Crime Prevention Council announces the availability of JPCP funds in the amount of \$111,170.

These grants require a 30% local match. These funds are to be used to provide intervention and prevention services to delinquent and those at high risk of delinquency. Applications are being sought for the following service areas:

- Counseling
- Temporary Shelter Care
- Mediation
- Home Based Family Counseling
- Group Home
- Restitution/Community Service

continued next column

- Substance Abuse Treatment
- Tutoring/Academic Enhancement
- Crisis Counseling
- Sex Offender Treatment
- Runaway Shelter
- Temporary Foster Care

Local public agencies, 501 c3 Non-profit corporations and local housing authorities wishing to submit applications to provide any of these intervention services will need to secure application forms. Currently funded programs may access the application at www.jvjus.state.nc.us/jcpc/forms_agreements.html.

Programs not currently funded contact Margaret Pierce at margaret.pierce@watgov.org to set up a time for orientation.

For questions, contact the Area Office of the Department of Juvenile Justice and Delinquency Prevention at (828) 250-3809.

Program Agreements are due by 4:30pm on March 5, 2012.



HIGH COUNTRY MEDIA,LLC
ORDER CONFIRMATION
(CONTINUED)

Salesperson: BRENDA MINTON

Printed at 01/30/12 12:11 by brenda

Acct#: 106000

Ad#: 1294530 Status: N

**Watauga County Juvenile
Crime Prevention Council**

The Watauga County Juvenile Crime Prevention Council announces the availability of JCPC funds in the amount of \$111,170.

These grants require a 30% local match. These funds are to be used to provide intervention and prevention services to delinquent and those at high risk of delinquency. Applications are being sought for the following service areas:

- Counseling
- Temporary Shelter Care
- Mediation
- Home Based Family Counseling
- Group Home
- Restitution/Community Service
- Substance Abuse Treatment
- Tutoring/Academic Enhancement
- Crisis Counseling
- Sex Offender Treatment
- Runaway Shelter
- Temporary Foster Care

Local public agencies, 501 c3 Non-profit corporations and local housing authorities wishing to submit applications to provide any of these intervention services will need to secure application forms. Currently funded programs may access the application at www.juvjus.state.nc.us/jcpc/forms_agreements.html.

Programs not currently funded contact Margaret Pierce at margaret.pierce@watgov.org to set up a time for orientation.

For questions, contact the Area Office of the Department of Juvenile Justice and Delinquency Prevention at (828) 250-3809.

Program Agreements are due by 4:30pm on March 5, 2012.

Juvenile Crime Prevention Council County Plan

Watauga County

2012-13 Update

Table of Contents

- I. Executive Summary (Year 1 and subsequent year updates)
- II. Department of Juvenile Justice and Delinquency Prevention County Funding Allocation
- III. Juvenile Crime Prevention Council Organization
- IV. County Risk and Needs Assessment Summary
- V. Research-Based Programs Summary
- VI. Juvenile Crime Prevention Council Action Plan
- VII. County Juvenile Crime Prevention Council Request for Proposals
- VIII. Funding Decisions Summary

Attachment:

Juvenile Crime Prevention Council Funded Program Descriptions

Review years

Executive Summary

The Watauga County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has reviewed and updated the County Plan for FY 2007-2008 through FY 2011-2012.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in Watauga County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

JCPC Action Plan Progress:

All action plan items completed.

Priorities for Funding: Through a risk & needs assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency Watauga County.

1. Tutoring/Academic Enhancement
2. Mediation
3. Restitution/Community Service
4. Group Home
5. Temporary Shelter

Monitoring and Evaluation: Each program funded in the past year by the JCPC has been monitored. The monitoring results and program outcomes evaluations were considered in making funding allocation decisions. The JCPC continues to conduct implementation monitoring of its action plan and its funded programs on a quarterly basis

Funding Recommendations: Having published a Request for Proposals for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Juvenile Justice and Delinquency Prevention (NC DJJDP) Funds to the following Programs in the amounts specified below for FY 2012-2013 (*See JCPC Funding Allocations page*) :

1. Project Challenge \$37,497
2. Juvenile Mediation \$11,400
3. Youth Resource Center \$44,973
4. Crossnore School \$17,000

Review years

Please see Attachment for descriptions of the programs recommended for funding.

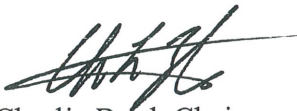
The JCPC further recommends that the following amount be allocated from the NC DJJDP funds for the administrative costs of the Council for FY 2012-2013:

\$300

The JCPC makes the following additional recommendations to (or brings the following to the attention of) the Commissioners of Watauga County: No additional recommendations.

The JCPC makes the following additional recommendations to (or brings the following to the attention of) the NC Department of Juvenile Justice and Delinquency Prevention: No additional recommendations.

Respectfully Submitted,



Charlie Byrd, Chair
Watauga County Juvenile Crime Prevention Council

Watauga County 2012-2013

Department of Juvenile Justice and Delinquency Prevention County Funding Allocation

Available Funds: \$ \$111,170 Local Match: \$ \$33,261 Rate: 30%

A Program Agreement Form for each program listed below is included as an attachment to the Community Prevention and Intervention Plan.

#	Program Provider	DJJD Funding	LOCAL FUNDING			OTHER	Total	% Non-DJJD Program Revenues
			Local Cash County	Local Cash Other	Local Kind	In- State/ Federal		
1	JCPC Administrative Funds	\$300					\$300	0%
2	Juvenile Mediation	\$11,400	\$3,420				\$14,820	23%
3	Project Challenge	\$37,497	\$11,249				\$48,746	23%
4	Crossnore School	\$17,000	\$5,100				\$22,100	23%
5	Youth Resource Center	\$44,973	\$13,492				\$58,465	23%
6							\$0	#DIV/0!
7							\$0	#DIV/0!
8							\$0	#DIV/0!
9							\$0	#DIV/0!
10							\$0	#DIV/0!
TOTALS:		\$111,170	\$33,261	\$0	\$0	\$0	\$144,431	23%
Unallocated Funds		\$0						

The above plan was derived through a planning process by the Watauga County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2012-2013.


 Chairperson, Juvenile Crime Prevention Council 24 May 2012
 (Date)

 Chairperson, Board of County Commissioners (Date)

Juvenile Crime Prevention Council Organization

	Name	Organization	Title
Chairperson	Charlie Byrd	District Attorney's Office	Assistant District Attorney
Vice-Chairperson	Dee Dee Rominger	Watauga Sheriff's Office	Detective
Secretary	Clarissa Schmal	Watauga County Schools	Student Services
Treasurer	Margaret Pierce	Watauga County	County Finance Officer
Assessment Committee Chairperson	Mechelle Miller	NC DJJDP	Juvenile Court Counselor
Funding Committee Chairperson	Margaret Pierce	Watauga County	County Finance Officer

Number of members:

23 thru 12/2011

24 starting 1/2012

List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No
August 25, 2011	12	Yes
October 27, 2011	10	No
December 15, 2011	12	Yes
January 26, 2012	10	No
February 23, 2012	10	No
March 22, 2012	17	Yes
April 26, 2012	15	Yes
May 24, 2012		

SUMMARY REPORT OF THE WATAUGA COUNTY RISK AND NEEDS ASSESSMENT COMMITTEE

- I. Risk Assessment Summary
- II. Needs Assessment Summary
- III. Resource Assessment Summary
- IV. Summary of Gaps and Barriers in the Community Continuum
- V. Proposed Priority Services for Funding

Part I. Risk

The Risk and Needs Assessment Committee reviewed data gleaned from the Juvenile Risk Assessment instrument administered by Juvenile Court Counselors after juveniles are referred with a complaint alleging that a delinquent act has occurred and prior to adjudication of the juvenile. The Juvenile Risk Assessment is an instrument used to predict the likelihood of the juvenile being involved in future delinquent behavior. For some youth, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items (*represented by percentages which with a star next to them*), there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

Watauga County Risk Factor Observations: FY 2010-2011

- R5 – Runaway from Home or Placement – 9% increase in past year. 10% higher than state average.
- R6 - Known Use of Alcohol, Illegal Drugs – Percent of youth with substance abuse/use risk is higher than the state. Past 2 year percents are: local: 53%, 58%, state: 31%, 28%. Predominantly with high school youth.
- R8 - Relationship with Peers – Youth who lack pro social peers and associate with delinquent peers remains high over the 2 year period, 87% in 2009-10 and 74% in 2010-11. The percent of youth who are gang involved has ranged from 2-3%. We are well below state averages of 64% and 62% respectively.
- R9 - Parental Supervision – willing but unable to supervise is up 8% but will and able is down by 8%. Parents appear to be starting too late to learn appropriate skills.

Part II. Needs

The Risk and Needs Assessment Committee also reviewed data gleaned from the Juvenile Needs Assessment instrument administered by Juvenile Court Counselors prior to court disposition of a juvenile. The Juvenile Needs Assessment is an instrument used to examine a youth's needs in the various domains of his life: The Individual Domain, The School Domain, The Peer Domain, and the Community Domain. This instrument was designed to detect service intervention needs as an aid in service planning. As with the Juvenile Risk Assessment, some of the individual item

ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items (*represented by percentages which with a star next to them*), there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

Watauga County Elevated Needs Observations: FY 2010-2011

- Percent of youth with medium and high needs remains higher than the statewide percentages (Local: Medium-51% and High-13% in 2010-11; State: Medium-31% and High-5%).
- Y1 Peer Relationships – correlates with risk factors 5 and 8, rising trend over the past 2 years of the percent of youth regularly associating with other delinquents (from 29% to 35%). State = 15% and 14%. Can be related to community size.
- Y4 Substance Abuse – 60% of youth had substance use problems in 2009-10 and 61% in 2010-11. This continues to remain much higher than the state averages of 31% and 30% respectively. Correlates with data in R6.
- Y8 Mental Health Needs – 92% of youth have some mental health problem in 2010-11. This is higher than the state percent at 64%. With JJTC team program all are assessed in a timely manner so we have a clearer idea of the needs now than in past.
- F1 Conflict in the Home – Domestic discord remains higher than the state but it was noted the intake information is somewhat subjective and may not be an accurate reflection statewide. Domestic Violence has increased by 7% in the past year.
- F2 Family Supervision Skills – Families with marginal supervision skill over the past 2 years has risen from 73% to 76%. This is higher than the state at 52% in 2009-10 and 51% in 2010-11.
- F4 Family Substance Abuse – substantially higher than state averages. Local: 31%; state 11%.

Part III. Summary of the Existing Community Resources

See attached Continuum of Services

Part IV. Summary of Gaps and Barriers in the Continuum of Services

Services that do not exist and are needed are a Teen Center. A Teen Center was recommended in the gang assessment recently completed. The County Recreation made plans for a new recreation center, however, due to the sales tax referendum failing the plans are shelved.

Community Day Programming: Services needed are structured day and alternative settings to school suspensions.

Residential: The following services are difficult to access due to space, funding sources and admission criteria:

- Inpatient substance abused
- Residential sex offender treatment
- Crossnore School
- Grandfather Home
- Therapeutic foster and respite care
- Independent living residence

There is a small population of youth who are out of school with no opportunities. This continues to be an area for further exploration by the JCPC.

Part V. Proposed Priority Services for Funding

The committee compared the services needed to address the elevated Juvenile Risk Factors and Juvenile Needs with services currently available in the community. Services which are currently available in the community and sufficient to meet the needs of court involved youth or those youth most at risk for court involvement are not considered as a priority for JCPC funding.

The JCPC proposes that the following services be approved as the funding priorities for FY 2012-2013

- Tutoring/Academic Enhancement
- Mediation
- Restitution
- Group Home
- Temporary Shelter Care

Instructions: Adjust arrows to cover target populations

- 1) JCPFC funded
- 2) Available in Community
- 3) Needed - not available
- 4) Available-difficult to access
- 5) Services need to be expanded

Comprehensive Strategy

Prevention

Graduated Sanctions

Target Populations

Program Services & Structures Categories	Programs	Target Populations						
		All Youth	Youth at Greatest Risk	Pre-Adjudicated Youth	Delinquent- Level I/ Prot. Supervision	Delinquent- Level II Youth	Delinquent- Level III Youth	Post Release Youth
Structured Activities	WYN-Youth Resource Center							
	Happiest Baby on the Block (parenting)							
	WYN - After School							
	Mountain Alliance							
	WYN Mentoring							
	PACE(Prevention & Community Ed.-Sub. Abuse)							
	Lighthouse Services (parenting, mentoring, tutoring)							
	DARE							
	Boy Scouts/Girl Scouts							
	4-H							
	Civil Air Patrol							
	Gang Prevention programming							
	Church Youth Groups							
	Fire Department Explorer program							
	Upward Bound							
	Parks and Recreation programming							
	Teen Center							
Drug prevention programs								
Parenting Programs-Love and Logic & STEP								
Parenting resources and support								
Restorative Services	Mediation							
	Project Challenge							
Community Day Programming	Structured Day Program							
	OSS/ISS Alternative setting							
Assessment Services	Psychological Services							
	Daymark Recovery Services and Other Private Providers, Youth Villages							
Clinical Treatment	Counseling Services -Mental Health & Private							
	Substance Abuse Treatment-Mental Health							
	Sex Offender Services - Mental Health							
	Adolescent DBT(Dialectical Behavioral Therapy)							
	Parent Groups (Parents of kids in therapy) - psycho-educational							
	Mentor Behavioral Healthcare Counseling							
	Pregnancy Care Management							
	Eckerd Youth Alternatives							
	Intensive In Home Services							
	Tarteted Case Management							
	MST Multi Systemic Therapy							
Residential	Barium Springs							
	Eckerd Youth Alternatives							
	Independent Living program LINKS (only for DSS kids)							
	Inpatient Substance Abuse Program							
	Residential Sex Offender Treatment							
	Crossnore							
	Grandfather Home							
	Respite Care							
	Therapeutic Foster & Respite Care							
WestCare Foundation								

Watauga County

	JCPC Continuum of Services	Currently Funded JCPC Services	JJTC Continuum of Services	JJTC Services Currently Available
Structured Activities	Mentoring			
	Parent/Family Skills		Parent Education (Love and Logic)	Yes, available
	Interpersonal Skills			
	Experiential Skills			
	Tutoring/Academic Enhancement	Youth Resource Center		
	Vocational Skills			
Restorative Services	Mediation	Juvenile Mediation		
	Restitution/Community Service	Project Challenge	assumes JCPC as partner to fund community service	Project Challenge
	Teen Court			
Community Day Program	Structured Day			
Assessment	Psychological Assessment		Assessments/Psychologicals	Yes, available
Clinical Treatment	Counseling		Family/Individual Therapy, Multi-Family Group	Yes, available
	Home Based Family Counseling		Intensive In-Home, MST*	Yes, available
	Crisis Counseling		Crisis Counseling, Targeted Case Management	Yes, available
	Substance Abuse Treatment		Substance Abuse Treatment**	Yes, available
	Sex Offender Treatment		Sex Offender Treatment**	Yes, available
Residential Programs	Group Home	Barium Springs		
	Temporary Shelter Care	Barium Springs		
	Runaway Shelter			
	Specialized Foster Care		Therapeutic Foster Care	Not available. Barium Springs does not provide this service
	Temporary Foster Care			

* =Where available ** =May be provided through a partner like SAMHJJ Partnership or other JCPC funded program

Watauga County

Research-Based Programs Summary

JCPC Funded Program Name	Program Type	Does program provide service(s) or is it a structure?	Evidence of Research Base	SPEP			
				Primary Service	Supplemental Service	SPEP Ratings Prevention/Intervention	
Juvenile Mediation	Mediation	<input checked="" type="checkbox"/> Service <input type="checkbox"/> Structure	A review of research studies show improvements in school attendance, school performance, family relationships, communication and reduced recidivism. Family Court Review, Vol. 43, No. 2, April 2005, Ohio Study, U.S. Dept. of Justice Study				
Project Challenge	Restitution	<input checked="" type="checkbox"/> Service <input type="checkbox"/> Structure	SPEP and Lipsey Howell Research	Restitution		N/A	49/80
		<input type="checkbox"/> Service <input type="checkbox"/> Structure					
Crossnore School-Temp. Shelter	Temporary Shelter	<input type="checkbox"/> Service <input checked="" type="checkbox"/> Structure	The Sanctuary Model has been implemented and combines trauma-informed objectives with psycho-educational curriculum, common language and specific tools for creating consistency in all areas of care.				
Youth Resource Center	Tutoring/Academic Enhancement	<input checked="" type="checkbox"/> Service <input type="checkbox"/> Structure	Lipsey-Howell research on tutoring. SAMHSA approved Project Venture Curriculum is utilized. Use Love and Logic Parenting Curriculum that has research support.	Tutoring		69/100	73/100
		<input type="checkbox"/> Service <input type="checkbox"/> Structure					
		<input type="checkbox"/> Service <input type="checkbox"/> Structure					

Watauga County Juvenile Crime Prevention Council Request for Proposals

\$111,170

Anticipated County Allocation

30%

Required Local Match Rate

February 1, 2012

Date Advertised

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the NC Dept. of Public Safety, Division of Juvenile Justice in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state **fiscal year 2012-2013** beginning on, or after, **July 1, 2012**. The use of these funds in this county **requires a local match** in the amount specified above.

The JCPC will consider proposals for the following needed programs:

Tutoring/Academic Enhancement

Mediation

Group Home

Restitution/Community Service

Temporary Shelter Care

Proposed program services should target the following risk factors for delinquency or repeat delinquency:

1. Runaway behavior
2. Use of Alcohol or Illegal Drugs
3. Relationship with Peers
4. Parental Supervision

Programs should address the following concerns as reported in the Needs Assessments for adjudicated youth:

Peer Domain: Peer Relationships

Individual Domain: 1. Substance Abuse

2. Mental Health Needs

Family Domain: 1. Conflict in the Home

2. Family Supervision Skills

3. Family Substance Abuse

School Domain:

See Summary of Risk and Needs for detail

Applicants are being sought that are able to address items below:

1. Program services compatible with research that are shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals from gang participation.

Local public agencies, 501(c)(3) non-profit corporations and local housing authorities are invited to submit applications to provide services addressing the above elements.

Margaret Pierce

at

828-265-8007

JCPC Chairperson or Designee

Telephone #

In order to apply for FY 2012-2013 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at the following link:

http://www.juvjus.state.nc.us/jcpc/forms_agreements.html

After submitting the application electronically, print and submit hard copies as indicated below. Private non-profits are also required to submit No Over Due Tax forms, Conflict of Interest Statements, and proof of 501(c)(3) status.

NOTE: For further information, or technical assistance about applying for JCPC funds in this county, contact Linda Graney, Div. of Juvenile Justice Area Consultant, at 828-250-3809.

Deadline for Application is: March 5, 2012 by 4:30 P.M.

Mail or deliver 1 hard copy to Margaret Pierce at the Administration Building, 814 West King Street
applications to:

AND e-mail an electronic copy to Margaret Pierce at margaret.pierce@watgov.org

Number of original copies to submit: 1

Telephone: 828-265-8007

Juvenile Crime Prevention Council Funding Decisions Summary

Program Funded	Reason for Funding (Check all that apply)
Juvenile Mediation, Blue Ridge Mediation	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
Project Challenge	<input checked="" type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input checked="" type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
Youth Resource Center, Western Youth Network	<input checked="" type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input checked="" type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
Crossnore School	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input checked="" type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input checked="" type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input checked="" type="checkbox"/> Would increase funding to this service if funds were available
Task Force	<input checked="" type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
74	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available

Juvenile Crime Prevention Council Funding Decisions Summary

	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available

Program Not Funded	Reason for Not Funding (Check all that apply)
Barium Springs	<input checked="" type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input checked="" type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other

Blank Page

AGENDA ITEM 7:

TOURISM DEVELOPMENT AUTHORITY'S (TDA) PROPOSED MEMORANDUM OF UNDERSTANDING REGARDING ENCROACHMENT ON PINE RUN ROAD

MANAGER'S COMMENTS:

Mr. Eric Woolridge, Watauga TDA, will present an update on the proposed Memorandum of Understanding regarding the encroachment on Pine Run Road. The TDA Board will be reviewing this request at their June 12, 2012, meeting. If adopted by the TDA Board, Mr. Woolridge will request Board approval at the June 19, 2012 meeting.

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

MEMO

To: Watauga County Board of Commissioners
Deron Geouque, County Manager

From: Eric Woolridge, WCTDA Tourism Planner

Date: May 23, 2012

Re: Pine Run Paddle Access/ NCDOT Encroachment Agreement

In January 2012 the Watauga County Board of Commissioners and the Watauga County Tourism Development Authority Board of Directors authorized TDA staff to apply for a NC Recreation Trails Program grant to improve river access along the South Fork New River at Pine Run Road and Green Valley Park.

The WCTDA has received notification that we have been recommended for funding in the amount of \$75,000, provided we have secured an encroachment agreement from NCDOT for the Pine Run Access by August 1st.

NCDOT has provided the encroachment agreement documents, which have been reviewed and approved by the county attorney. All environmental permits for Pine Run construction have been secured and are also pending the encroachment agreement.

The WCTDA Board of Directors will make a final determination at their June 12th meeting as to whether to approve the \$18,750 required as matching funds for this grant. However, due to the approaching deadline, I wanted to have this information to the Board of Commissioners as soon as possible.

Recommended Action

I request no action at this time. Due to the mandatory August 1st deadline, I wanted to provide this information to you at the earliest possible time. Provided the TDA accepts the grant award and authorizes matching grant funds at their June 12th meeting, I will make a formal request for approval at the Commissioner's June 19th meeting. The future request:

Authorize Watauga County to enter into an encroachment agreement with NCDOT to construct the Pine Run River Access, provided the WCTDA commits to all costs associated with the construction and future maintenance of the facility.

Attachments

1. Encroachment Documents
2. Engineered Plan
3. Grant Award Letter

VERIFICATION OF COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

(Check Appropriate Box)

- Permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers are not required for this project. However, all applicable federal and state regulations have been followed.
- The required permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers have been obtained for this project. Copies of permits and Completion Certificates are attached.
- All applicable NPDES Stormwater Permit requirements have been met for this project. (The applicant should contact the N.C. Division of Water Quality in Raleigh to determine if a stormwater permit is required.)
- The project is in compliance with all applicable sedimentation and erosion control laws and regulations.

Project Name: _____

Township: _____ County: _____

Project Engineer: _____ Phone No.: _____

Project Contact: _____

Applicant's Name: _____

P.E. SEAL

Date Submitted: _____



North Carolina Department of Environment and Natural Resources

Beverly Eaves Perdue
Governor

Dee Freeman
Secretary

May 8, 2012

Eric Woolridge
Watauga County Tourism Development Authority
815 West King Street
Boone, North Carolina 28607

Dear Eric:

Congratulations! Your 2012 Federal Recreational Trails Program (RTP) grant application has been recommended for funding at \$75,000 to develop two paddle access areas (constructing parking areas, canoe launch areas, and kiosks) at Green Valley and Pine Run Parks. In order to remain eligible for this funding, you must submit the following documents on or before August 1, 2012.

All Governmental Agencies must provide the following:

1. Signed Application Signature Page – Electronic signatures are now acceptable
2. Federal Assurances – Compliance Form
3. Federal Certification Regarding Debarment
4. Federal Certification Regarding Lobbying
5. Federal Certification Regarding Drug-Free Workplace
6. Organization's North Carolina E-Procurement Vendor Number – if not registered, you can do so at no charge at <https://vendor.ncgov.com/login.jhtml>

Note: We will send you copies of all forms via email and all forms will be available online at http://www.ncparks.gov/About/trails_RTP.php by May 7, 2011.

After your application was reviewed by the North Carolina Trails Committee, they have also required the following documentation by August 1, 2012:

Legal land agreements with willing landowner(s)

Within the next two weeks, we will submit your application package to the Federal Highway Administration, State Historic Preservation Office and to the Division of Parks and Recreation's Natural Resource Compliance Officer and your application will be reviewed for compliance with federal and state environmental and archeological rules and regulations. If you receive questions

2012 RTP Recommendation Letter
Page 2
May 8, 2012

or requests for additional information during this review process, please respond promptly. Applications that do not comply with these rules and regulations will not be funded.

When we have received all the listed required documents and have received notification from the three agencies that your application is in compliance with federal and state environmental and archeological rules and regulations, we will forward your application to the Secretary of the Department of Environment and Natural Resources who has final grant award authority. A grant award notification letter will be sent to you from the Department.

All applications awarded a grant by the department will be submitted to the Division of Purchase and Services (DPS) who will issue you a state grant contract. Please know that you do not have a grant with the State of North Carolina until you have received a fully executed copy of this state grant contract. Any funds you spend or work you complete prior to having this fully executed state grant contract are not reimbursable or eligible to count as part of the grant match by the state or federal government. It can take up to two months for DPS to execute state grant contracts after receipt of all required documents.

Thank you for your application and we look forward to working with you to make your trail project a success. Please contact me if you have any questions regarding this process.

Sincerely,



Vincent T. Newman-Brooks
State Trails Grants Manager

Submission of Application

060512 BCC Meeting

The application deadline is **January 31st, 2012 @ 11:59pm**
Electronic submission is required by this date and time.

Also, please mail a postmarked package of your electronic application and all listed attachments on one CD, DVD or flash drive containing labeled digital versions of your application complete with all mapping and supporting documentation by deadline to :

State Trails Program Grants Manager

Vincent T. Newman-Brooks

Mail Service Center 1615
Raleigh, NC 27699-1615
Phone: (919) 715-1846
Fax: (919) 715-3085

Authorization

"I am authorized by the Project Sponsor to submit this application and understand that this application will be evaluated on the basis of the information submitted, and the submission of incorrect information can result in this application being withdrawn from consideration.

Typed Name (required):

Title:

Date:

**2012-2013 ADOPT-A-TRAIL
INSURANCE REQUIREMENT NOTIFICATION FORM**

A grantee must provide **INSURANCE** during the term of a State Grant Contract. As a minimum, the grantee shall provide and maintain the following coverage and limits:

- a. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is subcontracted, the Grantee shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

As the approved contact for the below listed organization, I sign that I have read and am now aware of the Insurance Requirement that will be noted in the General Terms and Conditions of our pending State Grant Contract.

Signature	Title

Agency/Organization	Date

2012 FEDERAL RECREATIONAL TRAILS PROGRAM APPLICATION AUTHORIZATION

"I am authorized by the Project Sponsor to submit this application and understand that this application will be evaluated on the basis of the information submitted, and the submission of incorrect information can result in this application being withdrawn from consideration.

Typed Name: _____

Signature: _____

Title: _____

Date: _____

ROUTE _____ PROJECT _____ COUNTY OF _____

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
FOR NON-UTILITY ENCROACHMENTS ON
PRIMARY AND SECONDARY HIGHWAYS

-AND-

THIS AGREEMENT, made and entered into this the _____ day of _____, 20_____, by and between the Department of Transportation, party of the first part; and _____ party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) _____, located _____

with the construction and/or erection of: _____

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161A) : Party of the Second Part certifies that this agreement is true and accurate copy of the form
R/W (161A) incorporating all revisions to date.

06/01/12 BEC Meeting

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
District Engineer

ATTEST OR WITNESS:

Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.

ROUTE _____ PROJECT _____ COUNTY OF _____

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT FOR
CURB AND GUTTER, PAVEMENT WIDENING AND
STORM DRAINAGE

-AND-

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between the Department of Transportation, party of the first part; and _____

_____ party of the second part,

W I T N E S S E T H

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) _____, located _____

with the construction and/or erection
of: _____

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway.

That the party of the second part agrees to provide during construction proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction.

That the party of the second part agrees to restore all areas disturbed during construction to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any construction operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part

unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161B) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161B) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
District Engineer

ATTEST OR WITNESS: _____

Second Party

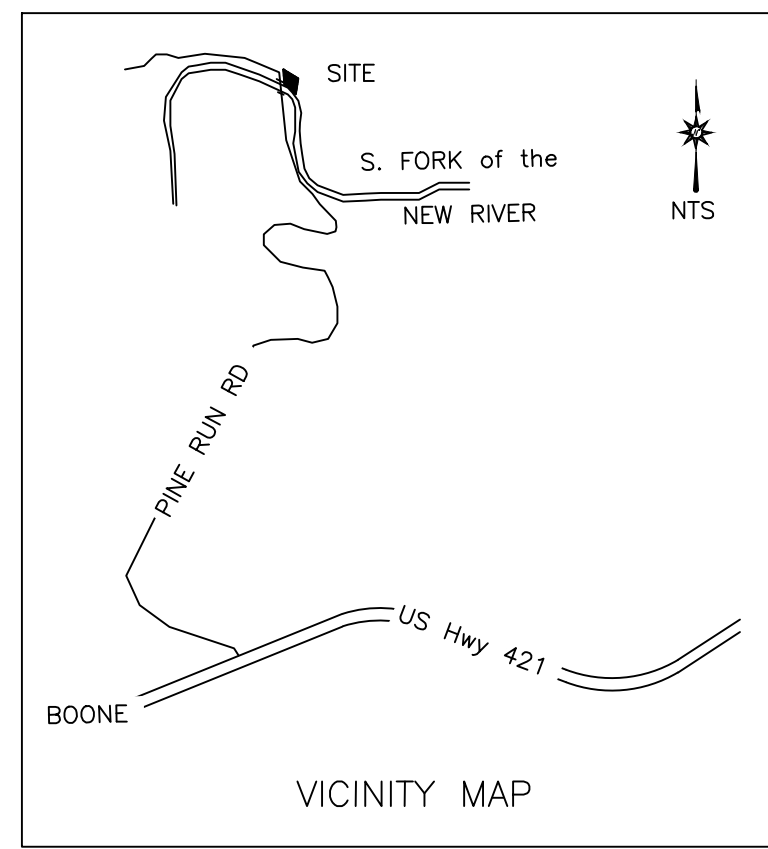
INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

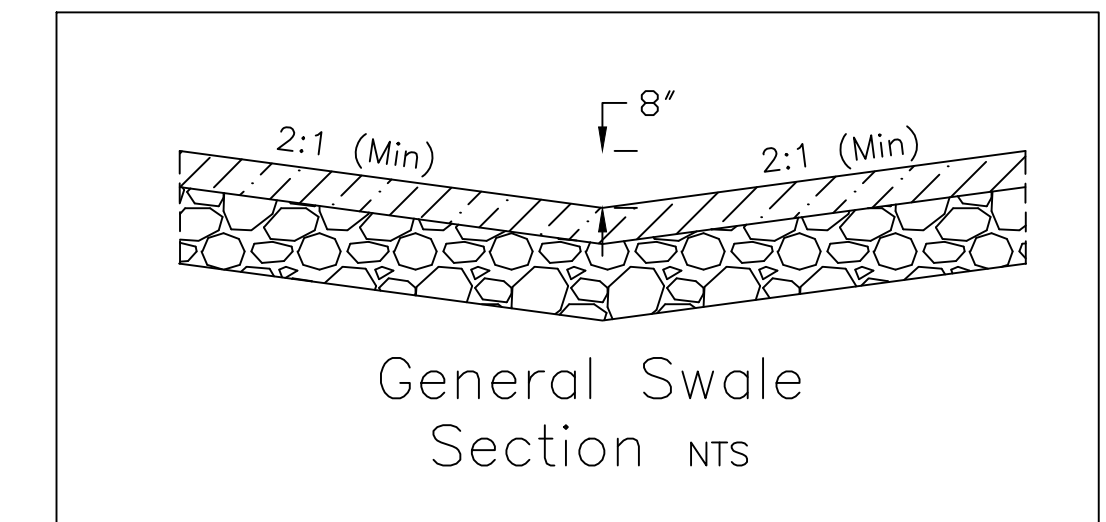
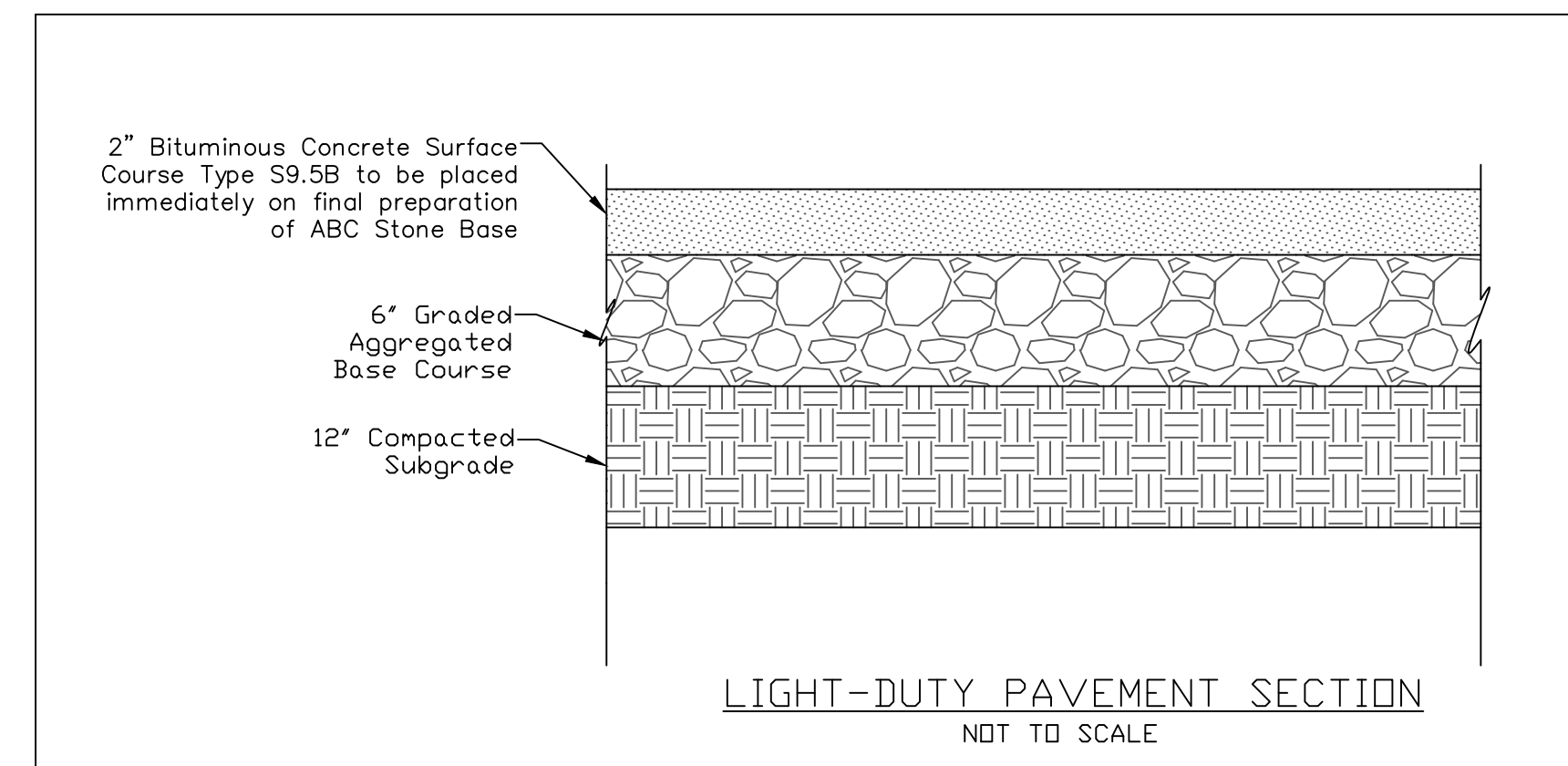
When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.

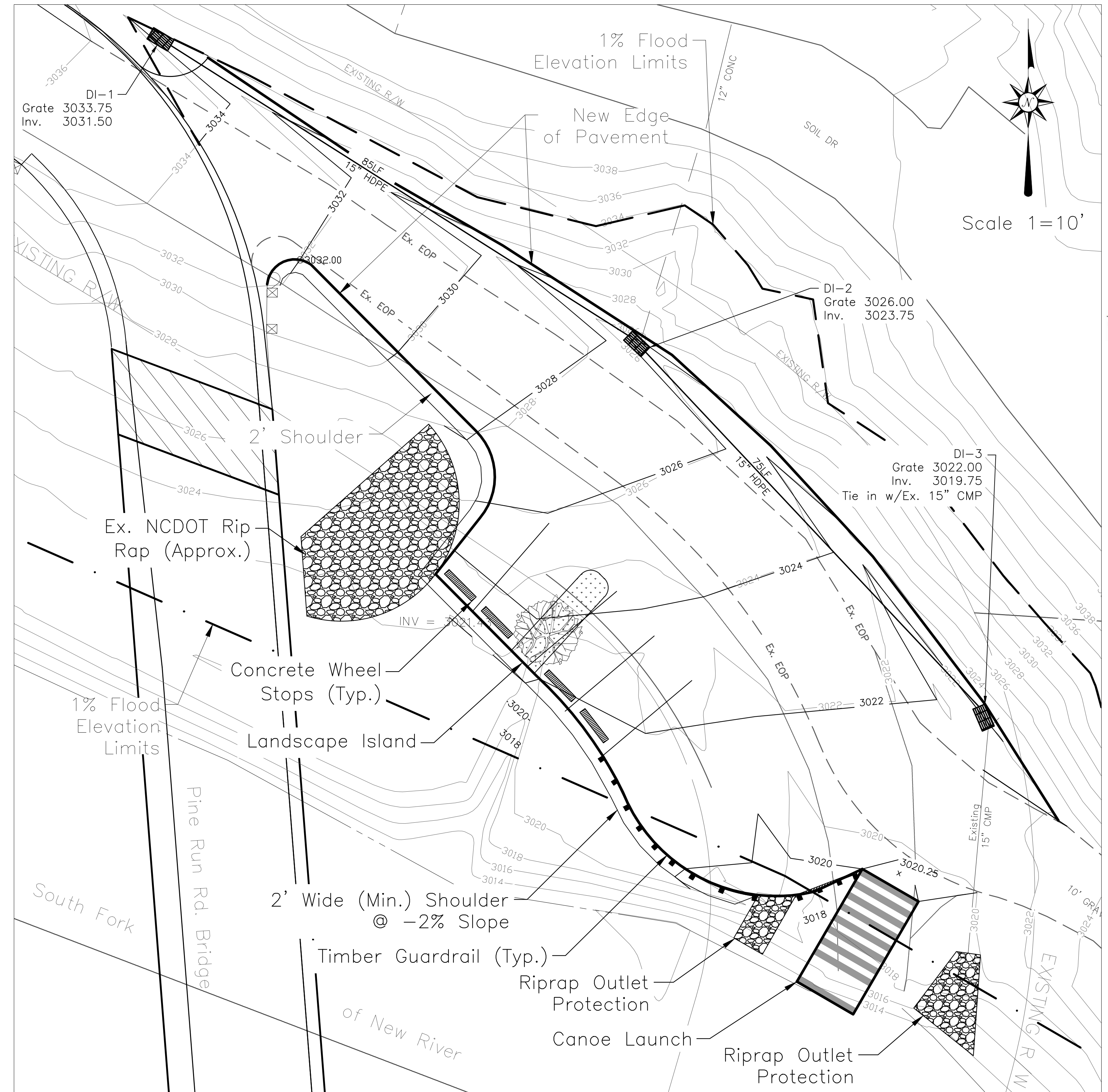
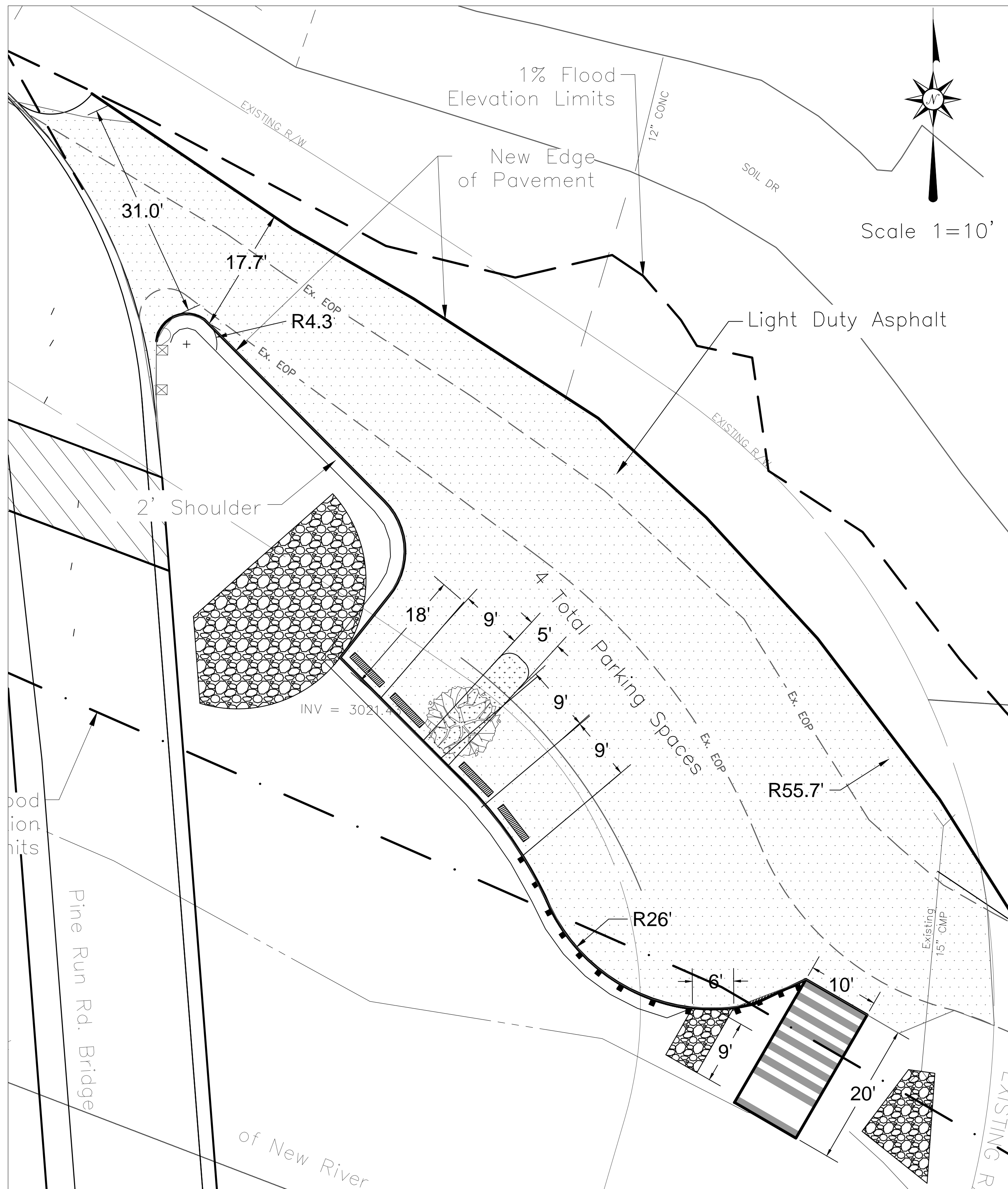


- Notes:**
1. Drainage structures shall be traffic rated pre-cast concrete drop inlets (NCDOT Std. 840.14) with 840.16 std. frame and grates.
 2. The disturbed area is less than 1.0ac. Contractor shall employ erosion control measures as necessary including inlet protection and silt fencing.
 3. Strip existing pavement, replace/repair base as necessary, install new 2" bituminous concrete surface as shown in Light-duty Pavement Detail.



BEFORE YOU DIG
 Contact N.C. One-Call Center
 (800) 632-4949 or 811

THESE DRAWINGS ARE THE PROPERTY OF SHABELDEN ENGINEERING, P.A. AND MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION IN WRITING FROM SHABELDEN ENGINEERING, P.A. A DIVISION OF BUCKWALTER, a s i a BUCKWALTER, a s i a



SHABELDEN ENGINEERING
 2006 9th St. Pl., NE
 Hickory, NC 28603
 F: (828) 324-4128

SIGNATURE
 NORTH CAROLINA PROFESSIONAL ENGINEER
 SEAL 029232
 DANIEL SHABELDEN
 3/22/12

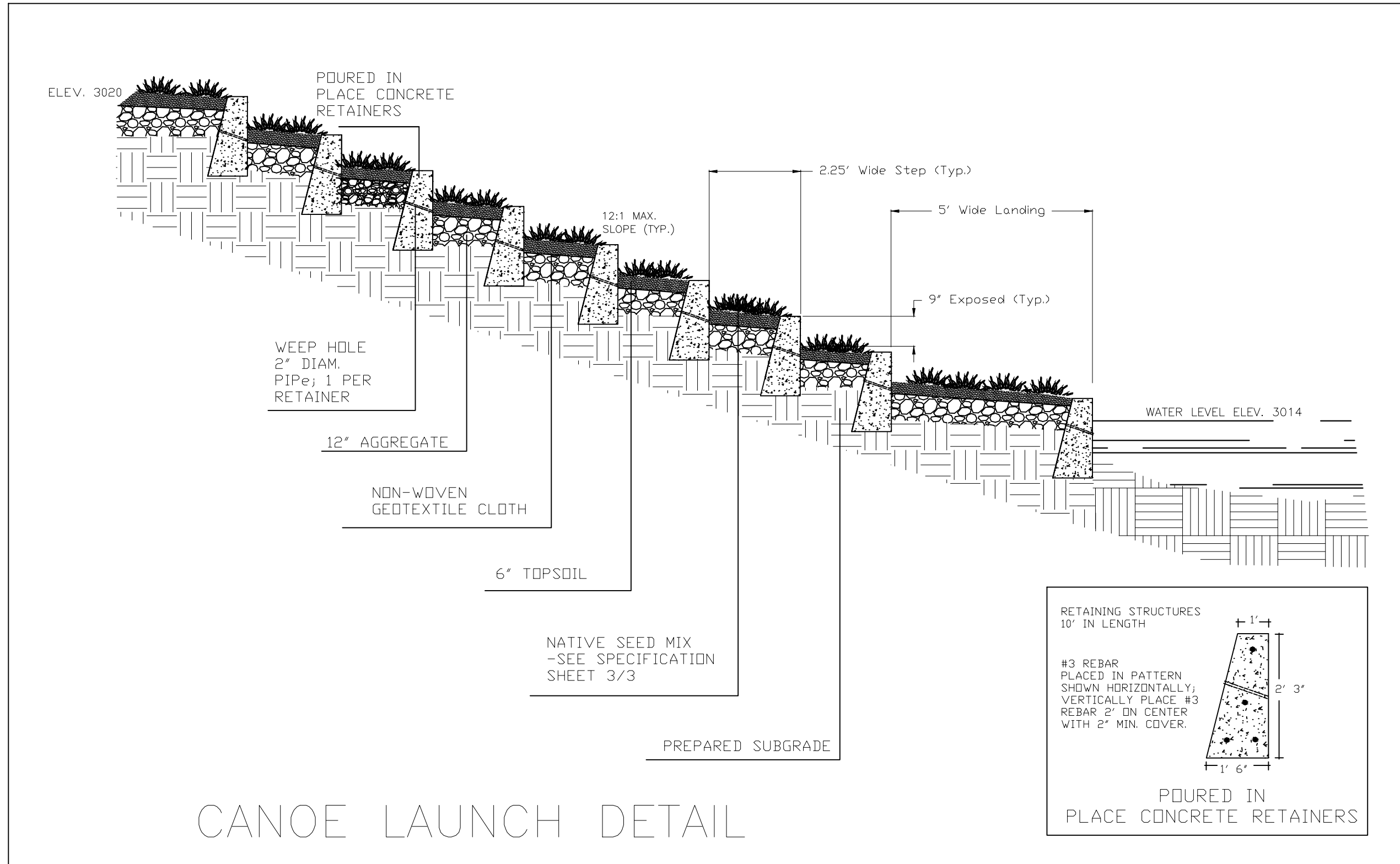
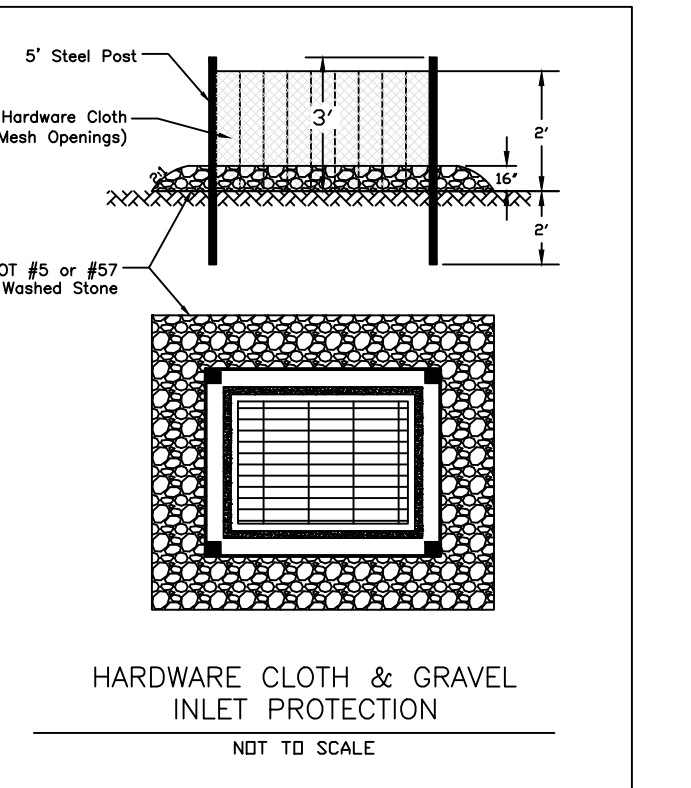
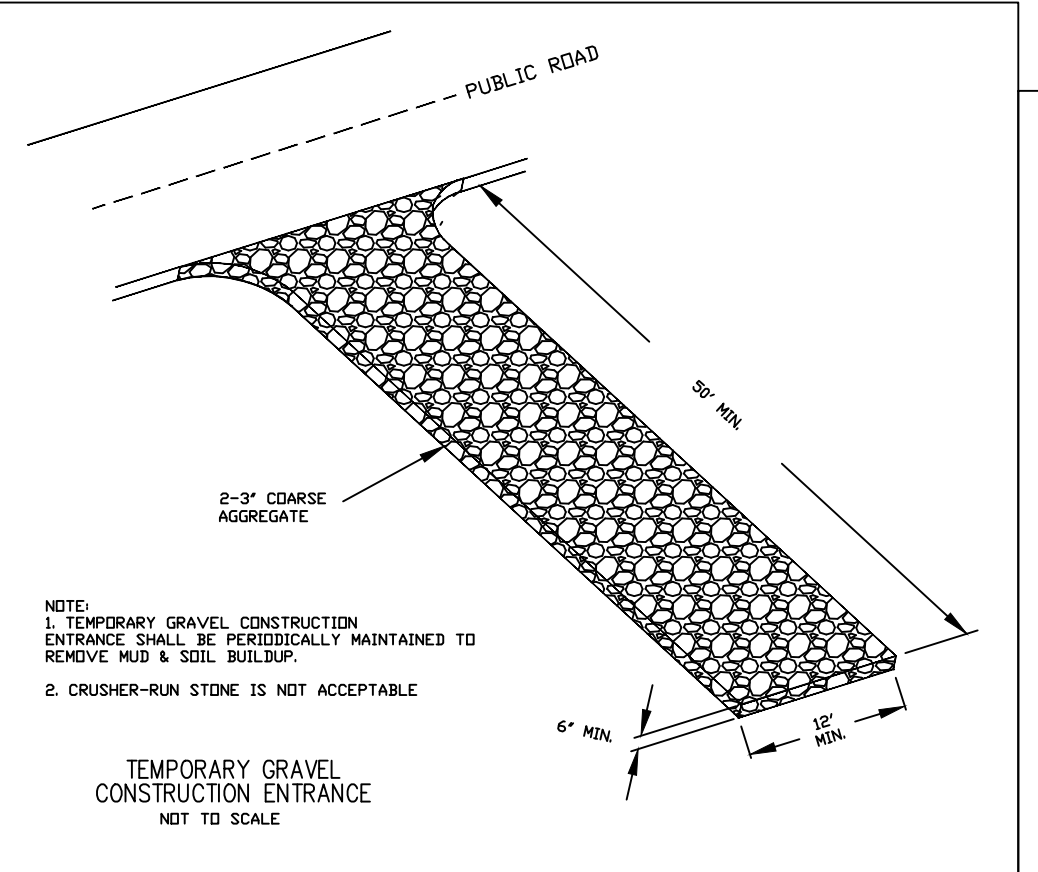
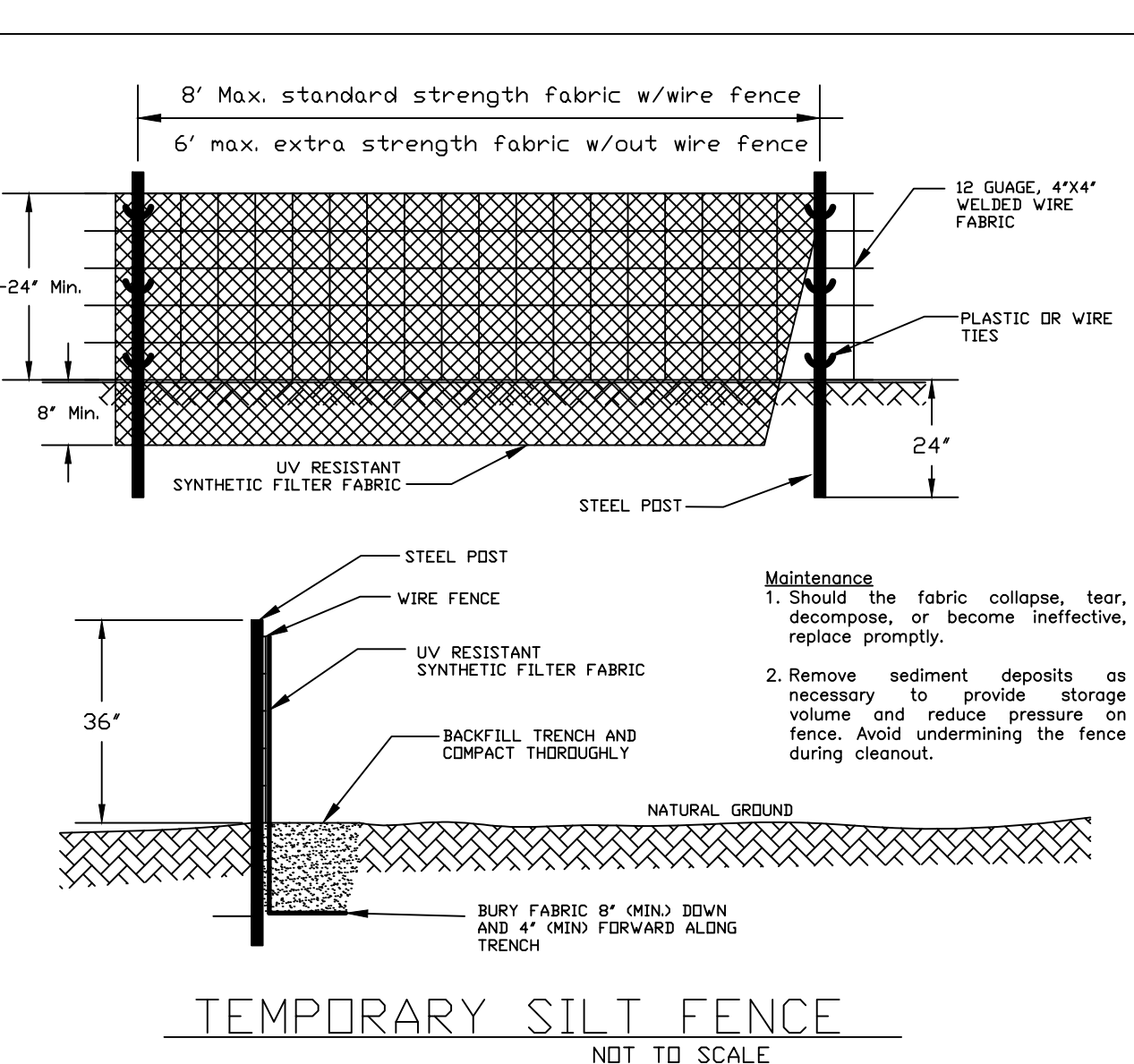
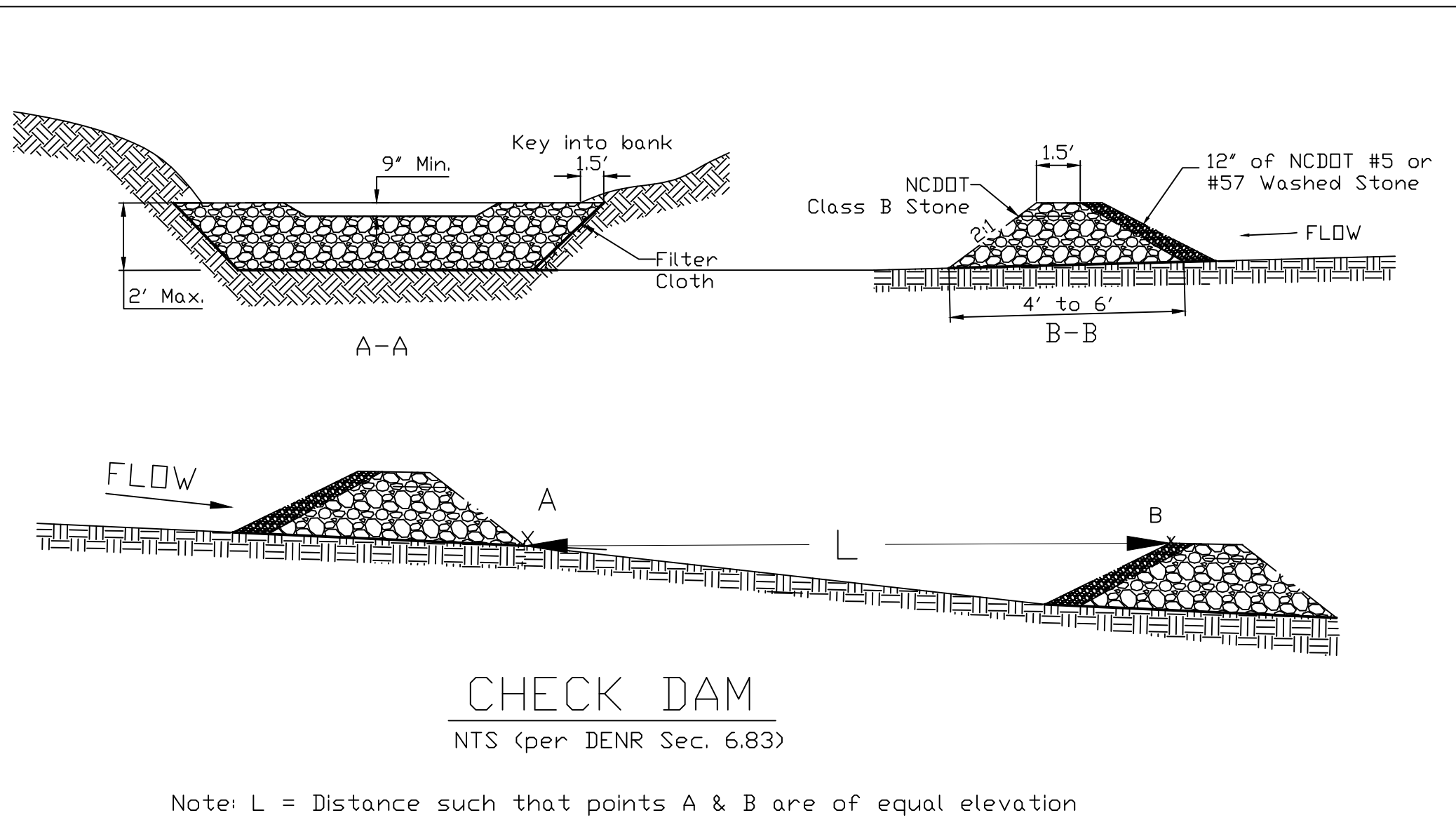
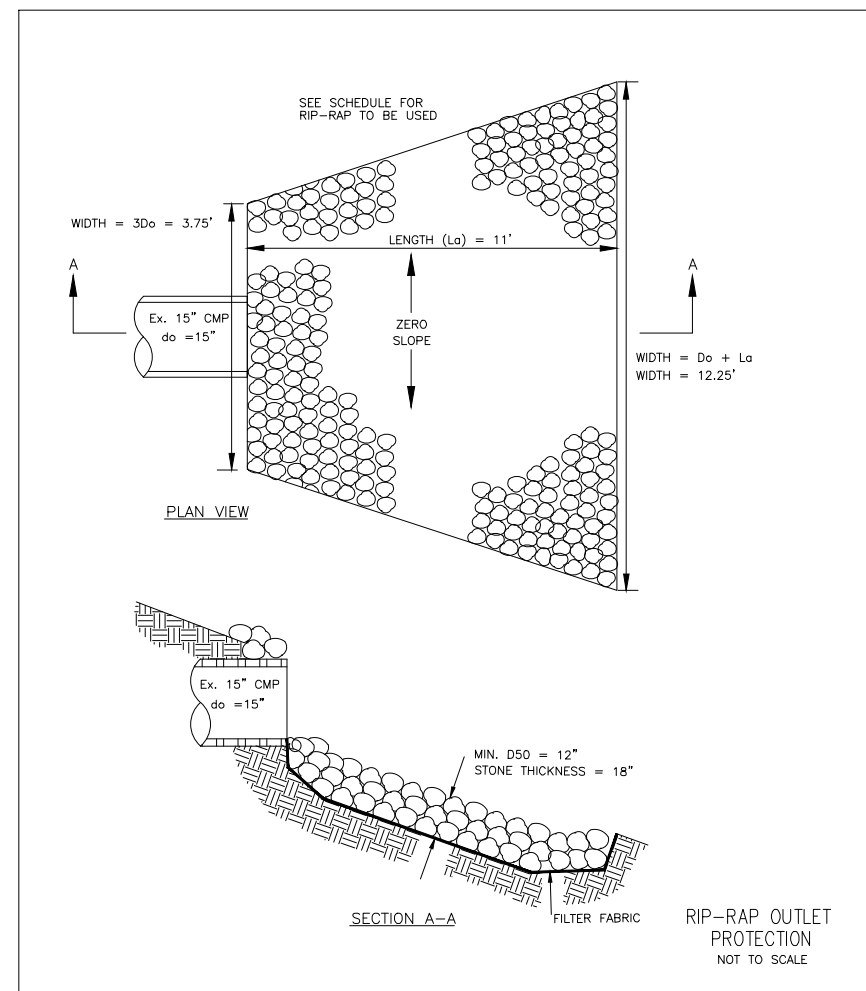
PROJECT
 SITE PLAN FOR
PINE RUN PADDLE ACCESS
 WATAUGA COUNTY, NC

SHEET:
 SITE PLAN

PROJECT NO:
 12-01

DATE: MAR 13, 2012
REVISIONS:
 MAY 16, 2012
 MAY 22, 2012

SHEET NUMBER
 C-1
 OF: 3



TEMPORARY SEEDING RECOMMENDATIONS FOR LATE WINTER AND EARLY SPRING

Species	Rate (lb/acre)
Rye (grain)	120
Kobe lespedeza	50

SEEDING NOTES:
1. Omit annual lespedeza when duration of temporary cover is not to extend beyond June.

SEEDING DATES:
Mountains
(Above 2500ft): Feb. 15 – May 15
(Below 2500 ft): Feb. 1 – May 1
Piedmont: Jan. 1 – May 1

SOIL AMENDMENTS

Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

MULCH
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

MAINTENANCE

Refertilize if growth is not fully adequate. Reseed, fertilize, and mulch immediately following erosion or other damage.

Source: Erosion and Sediment Control Planning and Design Manual; Table 6.10a

TEMPORARY SEEDING RECOMMENDATIONS FOR SUMMER

Species	Rate (lb/acre)
German Millet	40

SEEDING NOTES:
1. In the Piedmont and Mountains, a small-stemmed Sudangrass may be substituted at a rate of 50 lb/acre.

SEEDING DATES:
Mountains: May 15 – Aug. 15
Piedmont: May 15 – Aug. 15

SOIL AMENDMENTS

Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

MULCH

Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

MAINTENANCE

Refertilize if growth is not fully adequate. Reseed, fertilize, and mulch immediately following erosion or other damage.

Source: Erosion and Sediment Control Planning and Design Manual; Table 6.10b

MAINTENANCE NOTES

- INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
- FOR SEDIMENT FENCES:
 - REPLACE ANY TORN, COLLAPSED, DECOMPOSED, OR INEFFECTIVE SEDIMENT FENCE PROMPTLY
 - REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT.
 - REMOVE ALL TRASH AND OTHER DEBRIS FROM BASINS.
- FOR CHECK DAMS:
 - CLEAN OUT SEDIMENT AND DEBRIS THAT COULD CLOG THE CHANNEL.
 - ANTICIPATE SUBMERGENCE AND DEPOSITION ABOVE THE CHECK DAM AND EROSION FROM HIGH FLOWS AROUND THE EDGES OF THE DAM.
 - CORRECT ALL DAMAGE IMMEDIATELY. IF SIGNIFICANT EROSION OCCURS BETWEEN DAMS, ADDITIONAL MEASURES SHOULD BE TAKEN SUCH AS INSTALLING PROTECTIVE RIPRAP LINER IN ERODED AREA.
 - REMOVE ACCUMULATED SEDIMENT AS NEEDED TO ALLOW RUNOFF TO DRAIN THROUGH THE STONE CHECK DAM.
 - ADD STONE TO DAMS AS NEEDED TO MAINTAIN DESIGN HEIGHT AND CROSS-SECTION.
- FOR INLET PROTECTION:
 - CLEAR THE MESH WIRE OF ANY DEBRIS.
 - TAKE CARE NOT TO DAMAGE OR UNDERCUT THE WIRE MESH DURING SEDIMENT REMOVAL.
 - REPLACE STONE AS NEEDED.

SEEDING MIXTURE

Species	Rate (lb/acre)
Tall fescue	100
Sericea lespedeza	30
Kobe lespedeza	10

SEEDING NOTES:

- After Aug. 15, use unscarified seed.
 - Where neat appearance is desired, omit sericea and substitute 40 lb/acre Bahiagrass or 15 lb/acre Bermudagrass.
 - To extend spring seeding dates into June, add 15 lb/acre hulled Bermudagrass.
- However, it is preferable to seed temporary cover and seed fescue in Sept.

NURSE PLANTS

Between May 1 and Aug. 15, add 10 lb/acre German millet or 15 lb/acre Sudangrass. Prior to May 1 or Aug. 15, add 40 lb/acre rye (grain).

SEEDING DATES

	Best	Possible
Fall:	Aug. 25 – Sept. 15	Aug. 20 – Oct. 25
Late Winter:	Feb. 15 – Mar. 21	Feb. 1 – Apr. 15

SOIL AMENDMENTS

Apply lime and fertilizer according to soil tests or apply 4,000 lb/acre ground agricultural limestone and 1,000 lb/acre 10-10-10.

MULCH

Apply 4,000-5,000 lb/acre grain straw or equivalent cover of another suitable mulching material. Anchor mulch by tacking with asphalt, roving, or netting. Netting is the preferred anchoring method on steep slopes.

MAINTENANCE

Refertilize in the second year unless growth is fully adequate. May be mowed once or twice a year, but mowing is not necessary. Reseed, fertilize, and mulch areas immediately.

Source: Erosion and Sediment Control Planning and Design Manual; Table 6.11k Seeding No. 1P for Steep Slopes or Poor Soils; Low Maintenance

GRADING AND DRAINAGE NOTES

- REFER TO THE GRADING AND DRAINAGE AND DETAILS FOR RELATED NOTES.
- APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED OWNERS.
- ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
- ALL ELEVATIONS ARE BASED ON NCDOT ROADWAY PLAN. CONTRACTOR SHALL VERIFY THE BENCHMARK PRIOR TO GROUND BREAKING.
- THE CONTRACTOR SHALL IMMEDIATELY REPORT TO OWNER ANY DISCREPANCIES FOUND BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS AND SHALL WAIT FOR INSTRUCTION PRIOR TO PROCEEDING.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES IN THE FIELD PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL BLEND NEW EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
- ALL FILL SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED. ALL FILL WITHIN LIMITS OF PAVEMENT AREAS SHALL BE COMPACTED TO 100% STD. PROCTOR DENSITY WITHIN THE TOP 24 INCHES AND A MINIMUM 98% STD. PROCTOR DENSITY BELOW 24-INCH DEPTH. FILL WITHIN LANDSCAPED AREAS SHALL BE COMPACTED TO MINIMUM 90% STD. PROCTOR DENSITY.
- THE PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN WITHIN ROADWAYS, PARKING LOTS AND SIDEWALK AREAS REFLECT FINISHED ELEVATIONS INCLUDING PAVEMENT. REFER TO PAVEMENT CROSS SECTION DATA TO ESTABLISH CORRECT SUBBASE OR AGGREGATE BASE COURSE ELEVATIONS TO BE COMPLETED UNDER THIS CONTRACT.
- CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE SUCH THAT RUNOFF WILL DRAIN BY GRAVITY FLOW ACROSS NEW PAVEMENT AREAS TO NEW OR EXISTING DRAINAGE INLETS, OR SHEET OVERLAND.
- ALL GRADED OR DISTURBED AREAS BEYOND THE LIMITS OF PAVING, SIDEWALKS, BUILDINGS, ETC. THAT ARE NOT OTHERWISE LANDSCAPED PER THE LANDSCAPING PLAN, SHALL BE STABILIZED WITH A NEW LAWN SEEDING IN ACCORDANCE WITH THE SEEDING SPECIFICATION ON THE EROSION CONTROL SHEET. CONTRACTOR SHALL MAINTAIN SEEDED AREAS UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
- SHABELDEEN ENGINEERING, PA HAS NOT PERFORMED ANY GEOTECHNICAL EVALUATIONS OF THE SUBJECT PROPERTY AND HAS NOT MADE ANY DETERMINATIONS AS TO THE SUITABILITY OF SITE SOILS FOR USE AS FILL BENEATH PROPOSED BUILDINGS, DRIVEWAYS, PARKING AREAS, OR FOR OTHER USES; NOR SLOPE STABILITY. ALL EARTHWORK SHALL BE COMPLETED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A QUALIFIED GEOTECHNICAL ENGINEER WHO SHALL BE RETAINED BY THE OWNER.

THESE DRAWINGS ARE THE PROPERTY OF SHABELDEEN ENGINEERING, PA AND MAY NOT BE REPRODUCED WITHOUT PERMISSION FROM SHABELDEEN ENGINEERING, PA. VIOLATION OF THESE DRAWINGS IS A VIOLATION OF THE NORTH CAROLINA GENERAL STATUTES.

TERESA BUCKWALTER, P.E.

SHABELDEEN ENGINEERING
Professional Engineering
2006 9th St. S. P. NE
History, NC 28607
F: (828) 354-4128

SIGNATURE
DANIEL SHABELDEEN
SEAL 029232
10/1/12

PROJECT
SITE PLAN FOR
PINE RUN PADDLE ACCESS
WATAUGA COUNTY, NC

SHEET:
DETAILS

PROJECT NO:
12-01

DATE:
MAR 13, 2012
REVISIONS:
MAY 16, 2012
MAY 22, 2012

SHEET NUMBER
C-2
OF: 3

Blank Page

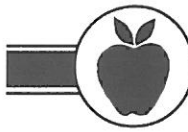
AGENDA ITEM 8:

**RURAL OPERATING ASSISTANCE PROGRAM (ROAP) HEARING REQUEST -
APPALCART**

MANAGER'S COMMENTS:

Mr. Chris Turner will request a public hearing be scheduled on June 19, 2012, to allow citizen comment on the Rural Operating Assistance Program (ROAP) grant application for FY 2013.

Staff requests direction from the Board.



Christopher D. Turner
director@appalcart.com
828.264.2280

May 24, 2012

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

Dear Deron:

I am writing to request an appearance before the commissioners at their June 5th meeting in order to request a public hearing before the commissioner at their June 19, 2012 meeting. I have prepared the County's Rural Operating Assistance Program (ROAP) application. As you know, this grant requires no local match. The FY2013 grant will bring some \$133,334 in state funding for Watauga County.

Since I will be on vacation the week of the public hearing I would like to bring our finance officer, Mike Norwood to the June 5th meeting and introduce him to the commissioners as he will be present at the public hearing on the 19th.

Sincerely,

Christopher D. Turner

AGENDA ITEM 9:

GRANT ACCEPTANCE FOR FORKLIFT PURCHASE

MANAGER'S COMMENTS:

Ms. Lisa Doty will request the Board accept a grant in the amount of \$14,200 from NCDENR for a forklift for recycling operations. The new forklift will replace the existing 20-year-old one. The grant will be effective with the proposed Fiscal Year 2013 budget, in which adequate funds have been appropriated for the purchase of the forklift. Bids will be solicited and presented at a future meeting for Board approval.

Staff requests direction from the Board.

Memo

To: Deron Geouque
From: Lisa Doty
CC: Margaret Pierce, JV Potter
Date: May 29, 2012
Re: NC DENR Forklift Grant

Attached please find the grant contract from the North Carolina Department of Natural Resources and Environment for \$14,200 to help purchase a new forklift for the Watauga County Sanitation Department, Recycling Operations. They received an overwhelming response for grant requests and were able to offer half of the amount originally requested. We have already budgeted funds to cover the remaining cost of the forklift.

I would like to ask the Commissioners if they wish to accept the grant. Thank you.



North Carolina Department of Environment and Natural Resources
Division of Purchase and Services

Beverly Eaves Perdue
Governor

Michael G. Bryant
Director

Dee Freeman
Secretary

May 16, 2012

Ms. Lisa Doty
Watauga County
336 Landfill Road
Boone, North Carolina 28607

Dear Ms. Clark:

Enclosed are two (2) copies of Contract No. 4727 between the North Carolina Department of Environment and Natural Resources and Watauga County regarding the 2012 Waste Reduction and Recycling Grant project.

Please have an authorized representative sign each of the enclosed two documents (**original signatures are required**). **Return the two original-signed documents (the entire document)** to the following address within 15 days for execution by the Department:

DENR Division of Purchase & Services
Attn: Kathy Dale
1605 Mail Service Center
Raleigh NC 27699-1605

Please be advised that no work can be performed under this contract until both the **Grantee and Department** have executed the contract. *Failure to return the documents within 15 days, for execution by the Department may result in the Department's withdrawal of the offered contract.* Should you have any questions, please contact me at (919) 707-8535.

Sincerely,

Purchasing Agent II
Purchase & Contract Section

Enclosures

cc: Scott Mouw, DENR Division of Environmental Assistance and Outreach

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **.*1816

This Contract is hereby made and entered into this **1ST DAY OF JULY, 2012** by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and **WATAUGA COUNTY**, (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:
 - (1) Grant Contract No. 4727
 - (2) General Terms and Conditions (Attachment A)
 - (3) Agency's Request for Proposal (RFP) (Attachment B)
 - (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

2. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents 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 has the highest precedence and the oldest amendment has the lowest precedence.
3. **Contract Period:** This Contract shall be effective on **July 1, 2012** and shall terminate on **June 30, 2013**.
4. **Project Period:** The Grantee begins the project on **July 1, 2012**. The Grantee undertakes and completes the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes the project on **June 30, 2013**.
5. **Grantee's Duties:** The Grantee provides the project as described in Attachment C, 2012 Waste Reduction and Recycling Grant and in accordance with the approved budget in Attachment C.
6. **Agency's Duties:** 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 **FOURTEEN THOUSAND TWO HUNDRED DOLLARS (\$14,200.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Receipts	Solid Waste Trust Fund	N/A

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$14,200.00	1602	536961	6760

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$19,851.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$ 19,851.00
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

- d. The Grantee has committed to an additional \$ to complete the project as described in Attachment C.

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

The total contract amount is **\$34,051.00**.

7. Reversion of Unexpended Funds

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

8. Reporting Requirements:

Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

9. Payment Provisions:

The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the

milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

10. **Invoices:** The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

11. **Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:
Scott Mouw DENR Environmental Assistance and Outreach 1601 Mail Service Center Raleigh, NC 27699-1639 Telephone: (919) 707-8114 Email: scott.mouw@ncdenr.gov Physical Address / Zip: 217 West Jones Street, Raleigh NC 27603

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
Lisa Doty Watauga County 336 Landfill Road Boone, NC 28607 Telephone: (828) 265-4852 Fax: (828) 264-1702 Email: lisa.doty@watgov.org	SAME

12. **Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.

13. **Supplantation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for **community waste reduction and recycling 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.

14. **Disbursements:** As a condition of this Contract, 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
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

15. 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 and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

16. Assurances For Non-Federally Funded Contracts: The GRANTEE certifies that with regard to:

1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
- (b) 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;
- (c) 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 (1)(b) of this certification; and
- (d) 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.

2. **Lobbying** - To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government 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 Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government 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, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Drug-Free Work Place Requirements** - It will comply 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 a 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), above, 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 of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
 - (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; 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), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

17. Signature Warranty:

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

N.C.G.S. §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 (Grantee) 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.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

WATAUGA COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Dee Freeman, Secretary

By _____
Grantee's Signature

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Michael G. Bryant
Type / Printed Name

Title

Director, Division of Purchase & Services
Title

ORIGINAL

**General Terms and Conditions
Governmental Entities
May 1, 2011**

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) means and includes 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 sub-agency of government. For other purposes in this Contract, "Agency" means 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 sub-grantee.
- (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 sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): 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. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (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 N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): 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 sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), 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) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee 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 G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 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: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: 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 standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency 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).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is 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, are 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 third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off 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 is not a waiver of any subsequent default or breach and is not a 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 is in default of its obligations hereunder if and 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.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance 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 understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them 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 or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors 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 General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records 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 started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

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.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

(http://www.osbm.state.nc.us/files/pdf_files/BudgetManual.pdf)

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees 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 G.S. 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 may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 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:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates 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 G.S. 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."

2012 Community Waste Reduction and Recycling Grants

REQUEST FOR PROPOSALS

N.C. Department of Environment and Natural Resources
Division of Environmental Assistance and Outreach

The purpose of this grant program is to assist local governments in expanding, improving and implementing waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Outreach (DEAO) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Trust Fund.

With the release of this Request for Proposals (RFP), DEAO is seeking proposals for the funding of equipment and other items that help initiate or expand public waste reduction programs within the state. **Applicants should carefully read this entire RFP prior to submitting a proposal. Proposals must be received by DEAO by 5:00 p.m. on Friday, March 9, 2012.** Please address any questions to Rob Taylor at (919) 707-8139, rob.taylor@ncdenr.gov.

Standard Project Grant Parameters and Ideas:

The 2012 Community Waste Reduction and Recycling Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or that increase public awareness of waste reduction and recycling. Projects that address the following are strongly encouraged, though any project increasing waste reduction will be entertained:

- Projects that demonstrate a potential to significantly increase a community's overall diversion of materials from the solid waste stream;
- Projects that improve recycling program efficiency and or cost effectiveness while increasing waste reduction;
- Projects that implement or expand public school recycling programs (see additional provisions for public school recycling projects in Special Requirements section below);
- Projects that increase the diversion of materials that are banned from disposal in North Carolina;
- ★ Projects that facilitate away-from-home recycling efforts such as pedestrian recycling or recycling at public facilities such as parks or public venues;
- ★ Projects that implement or expand recycling service to underserved sectors such as multifamily housing units or businesses;
- ★ Projects that implement or expand asphalt shingle recycling programs;
- ★ Projects that implement or expand food waste recycling programs;

Projects in the above list that are indicated by this symbol (★) will be eligible for bonus points as outlined in the scoring criteria section. Please contact Rob Taylor at (919) 707-8139 for more information or to discuss your project ideas.

Special Large Project Grant Opportunity:

DEAO is seeking a limited number of applications for Special Large Project Grants. The purpose of the Special Large Project Grant is to help local governments that are distant from Materials Recovery Facilities (MRFs) increase recycling program efficiency and to enable multiple local government recycling programs to enjoy the program efficiencies and increases in diversion that are associated with commingled recycling. Special Large Project funds are intended to assist with the creation and development of regional recycling consolidation points that serve two or more local government recycling programs. Through consolidation of recyclables it is anticipated that the participant local governments will gain more efficient access to commingled recycling processing (single-stream recycling) and that those governments will be able to exercise economies of scale associated with materials handling, transportation to a MRF, and negotiation with the MRF for processing services. It is anticipated that

consolidation of recyclables from multiple programs will decrease collection and transportation costs, and will also enable regional consistency among recycling programs.

Special Large Project Funds can only be used to invest in capital equipment and infrastructure associated with the creation of a regional consolidation point. Only projects that create infrastructure for consolidating commingled recyclables for shipment to a Materials Recovery Facility (MRF) for processing are eligible for Special Large Project Funding. The following stipulations apply for any project to be eligible for Special Large Project funding:

- The recycling system created must serve more than one local government recycling program;
- At least two local governments must contribute to the matching funds associated with the project; and
- The applicant(s) for Special Large Project funding must have communicated with a member of DEAO's Local Government Assistance Team to discuss project parameters prior to submitting a grant proposal.

Available Funding and Cash Match Requirement:

Grant Award Amounts:

- **Standard Project:** Applicants are eligible for a Standard Project grant award of up to **\$30,000**.
- **Special Large Project:** Applicants for Special Large Project grants are eligible for up to **\$100,000** in state funding.

Grant winners must provide a cash match equivalent to 20 percent of the requested grant funding, for example, a grantee under this program receiving \$20,000 from DEAO must spend an additional \$4,000 of local funds on the project.

Calculating Cash Match: To determine the necessary cash match for any grant project, determine the total project budget then use the following equation: $\text{required cash match} = \text{total project budget} \div 6$

The difference between the total project budget and the required cash match equals the maximum possible grant award. Distributions from the \$2 per ton tip fee tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

Typically the annual Community Waste Reduction and Recycling Grant cycle receives funding requests exceeding available funds. However, it is a priority for DEAO to support as many projects as possible. After close examination of the requested funding and subject to agreement with the applicant, DEAO may award grant amounts lower than the original request. For any amount awarded, grantees must still provide the required 20 percent cash match.

Examples of uses of Grant Funds:

- | | |
|----------------------------------------|----------------------------------------------|
| • Site development costs | • Public awareness programs/public education |
| • Equipment purchases and installation | |

Examples of activities for which Grant Funds may NOT be used:

- | | |
|--------------------------------------------------|----------------------------------|
| • Employee salaries | • Contracted collection costs |
| • Administrative expenses such as overhead costs | • Land acquisition costs |
| | • Studies or work by consultants |

Eligible Entities:

- Counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for funding.

- Federal and state agencies are **not eligible** for funding through this grant program.
- Public universities, community colleges and private colleges and universities are **not eligible** for funding through this grant program.
- Not-for-profit entities are **not eligible** for funding through this grant program; however, these entities are eligible for funding through the Recycling Business Development Grant Round. For more information about the Recycling Business Development Grant round, please contact Matt Todd at (919) 707-8137 or matthew.todd@ncdenr.gov.
- Public school systems and individual public schools are **not eligible** to apply directly for funding through this grant program. However, local governments (counties or municipalities) may apply for funding to support public school recycling projects (additional requirements apply for projects seeking grant support for public school recycling projects - see Special Requirements section below).

Conditions on Submittals:

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.**
- Multi-party initiatives (such as by two or more local governments) are strongly encouraged.
- Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- Applicants with delinquencies on existing DEAO grants (e.g., extended projects from grant cycles prior to 2011 still under contract) will not be considered for funding.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have any outstanding notices of violation related to North Carolina solid waste statutes and rules. Outstanding Notice of Violations (NOVs) must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOVs are responsible for providing DEAO with information from DWM indicating that the community is in compliance and that the NOVs have been corrected before a grant contract can be initiated.
- As a condition of grant award DEAO may work with applicants to revise initially submitted proposals before entering into a contract. All initial proposals must be received by the due date. Changes to proposals may include adjustments to project scope, project budget, project time line and/or other elements of the proposal. Any changes to initial proposals must be approved by DEAO and the applicant and the resultant Final CWRAR Proposal will become an attachment to the Grant Contract.

General Requirements:

General requirements for all applicants:

- Certification regarding usage of NC Solid Waste Disposal Tax proceeds: Disposal tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to GS 150-187.63 these funds must be used by a city or county solely for solid waste management programs and services. Any applicant applying for a Community Waste Reduction and Recycling Grant must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services. In addition to this written certification, applicants must describe how disposal funds are utilized.
- Community Waste Reduction and Recycling Grants will not be awarded to applicants that do not have recycling services available at their government buildings. As part of the grant proposal all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of business.

Special Requirements:

- Requirements for applicants seeking funding for **public school recycling projects**: As stated earlier, counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for funding. Proposals seeking funding for public school recycling projects must come from one of these entities. Public school systems and or individual schools may not apply directly. Applicants seeking funding for **public school recycling projects** must answer the following supplemental questions. The purpose of these supplemental questions is to ensure that all necessary program elements are addressed, and to help demonstrate the project planning. This is a competitive grant program and projects that institute or expand a school-system wide recycling program will compete better than projects that only serve individual schools. Eligible grants include applying for equipment (such as bins and roll carts) and education materials. As with other CWRAR projects, administrative expenses (staff salaries and contract collection costs) are not eligible for grant funding nor can they be used as matching funds. Please contact Rachel Eckert at 919-707-8132 (rachel.eckert@ncdenr.gov) or Heather Cashwell at 919-707-8127 (heather.cashwell@ncdenr.gov) for more information.
 - School Recycling Supplemental Questions:
 - Provide a description of any existing school recycling program.
 - Will collection of recyclables be provided by the local government or will you contract for collection service?
 - Provide a list of the recyclables accepted by the program, and indicate how the materials are collected (single stream, dual stream, source separated)?
 - Where are the recyclables going after collection (who is your market)?
 - Where will recycling containers be placed: in classrooms, in cafeterias, hallways, on athletic fields, offices, library, copy room?
 - Who will be responsible for emptying containers (cleaning staff, teachers, students, student groups, etc)?
 - A recycling contact must be established at each school that is recycling as a result of this grant. Please provide a list of schools, contact person, and title. Designated contacts could be the facilities manager, head custodian, faculty coordinator of a leadership group, the principle, or an administrator.
 - Describe your plan for promoting recycling and educating staff and students about the program.

- Requirements for applicants seeking funding for **electronics recycling projects**: A county seeking grant funds related to electronics recycling must include information in its proposal on whether the county was eligible for funds distributed from the State's Electronics Management Program in February 2012. If a county was eligible for funds during the 2012 distribution, the grant proposal must specify how those funds will be spent. If a county did not make itself eligible for the 2012 distribution, then it will be required to update its comprehensive solid waste management plan and make itself eligible for Electronics Management Program funding on or before December 31, 2012 as a precondition of receipt of Community Waste Reduction and Recycling Grant funds.

Funding Period:

The applicant must expend funds within one year of contract execution unless the time is extended by written agreement between the applicant and the N.C. Department of Environment and Natural Resources. Extensions are possible but not guaranteed. It is anticipated that grant contracts will begin July 1, 2012 and end June 30, 2013. Any funds expended prior to the start of the contract will not be reimbursed.

Due Date:

Proposals **MUST** be received by DEAO by **5:00 p.m. on Friday, March 9, 2012**. Any proposals received after the deadline will not be considered.

Applicants must submit an electronic copy of their proposal by the submittal deadline, preferably in MS Word format. If electronic submission is not possible, the applicant may submit a single hard copy of their proposal (for detail on what is required in the proposal, see the section of this document titled "Required Proposal Format"). Receipt of all proposals will be acknowledged by e-mail or other correspondence.

Local governments requiring board approval should plan to procure that approval before the submittal deadline.

Other Obligations:

All applicants are strongly encouraged to visit the following web site to review the final reporting format: <http://p2pays.org/localgov/Financial.asp>. A link to the final report format can be found on the page. If you do not have internet access, please contact Rob Taylor at (919) 707-8139.

How to Submit Proposals:

One electronic copy of the proposal must be submitted. One double-sided hard copy may be submitted if an electronic submission is not feasible. Receipt of all acceptable proposals will be acknowledged by letter or e-mail. Submit electronic documents to rob.taylor@ncdenr.gov. Please submit electronic versions as Microsoft Word (preferred) or Adobe (PDF) attachments.

Hard copy proposals mailed to DEAO should be printed double-sided on at least 30 percent POST-CONSUMER CONTENT RECYCLED PAPER. All major office supply companies and copy companies provide 30 percent post-consumer content paper. Thirty percent post-consumer content paper is also available on state term contract. If you have trouble finding recycled paper, please contact Rachel Eckert for help – (919) 707-8132.

If a community is not able to submit an electronic proposal then hard copy proposals should be sent to:
**2012 COMMUNITY WASTE REDUCTION AND RECYCLING GRANT ROUND
ATTENTION: ROB TAYLOR
DIVISION OF ENVIRONMENTAL ASSISTANCE AND OUTREACH
1639 MAIL SERVICE CENTER
RALEIGH, NC 27699-1639**

For hand-delivery of proposals, the physical address is:
217 W. Jones Street, Raleigh NC, 27603, Room 1307-N

If delivering proposals by hand, please register with the front desk to obtain a visitors pass and to receive directions to DEAO's offices.

Proposals must be received by 5:00 p.m. on Friday, March 9, 2012. Proposals postmarked but not received by 5:00 p.m. on March 9, 2012 will not be accepted.

Required Proposal Format:

The following list describes what applicants must include in their proposal for their application to be considered complete. Proposals that fail to provide all the required information will be deemed inadequate and not considered for funding:

- Project Title
- Applicant Contact Information: to include the following:
 - ✓ Name and title of main contact
 - ✓ Organization
 - ✓ Address
 - ✓ Phone number
 - ✓ Fax number
 - ✓ E-mail address
- Date of Proposal Submittal: this must be the date of submission of proposal to DEAO
- General Requirements: (see section on General Requirements for more information)
 - ✓ Written statement certifying that NC Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes, and a description of how proceeds are used.
 - ✓ Written statement indicating that the applicant has recycling services available at the key government buildings.
- Project Description: Detailed Description of Proposed Grant Project
- Special Requirements: Proposal must include required information if applicable. See section on Special Requirements above for more information.
- Project Timeline: Bulleted list showing project milestones and general implementation dates (note: project must be complete in one year).
- Project Budget: to include the following:
 - ✓ Itemized intended expenditures
 - ✓ Funds requested from the state
 - ✓ Matching funds from the applicant
 - ✓ Please submit your budget in a table following the example below:

Sample Project Budget	State Grant Award	Applicant Cash Match	Project Total
Recycling Carts for County Office Buildings (50 units @ \$45 each)	\$ 1,875	\$ 375	\$ 2,250
Labels for Carts and Signs for Recycling Stations	\$ 343	\$ 69	\$ 412
Program Brochures (Design and Printing)	\$ 161	\$ 32	\$ 193
Total	\$ 2,379	\$ 476	\$ 2,855

Grant Selection Process:

Through a blind vote process, a selection committee will use the pre-established criteria below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements made during April, 2012. Applicants are encouraged to consider the award criteria as they develop their grant proposals. A total of 86 points is available.

Award Criteria:

1. **Innovation / Creativity (0-15 points)**: Is the project innovative? Does the project set a strong example for other communities to replicate?
2. **Planning (0-20 points)**: Is the proposal well thought-out, well-researched and backed by valid facts and assumptions? Will the proposal have a significant impact for its category?
3. **Sustainability / Commitment (0-15 points)**: Will the project be ongoing and sustained in subsequent annual budgets? Does it have the support of the governing body?

4. **Impact on the Waste Stream (0-10 points):** Will the project contribute substantially toward reduction of the local waste stream?
5. **Efficiency (0-10 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program?
6. **Joint Effort (0 or 6 points):** Individual party proposals receive zero points; multi-party proposals (involving cash match from all participants) receive six points.
7. **Preferred Sector or Commodity★ (0-10 points):** To what extent does the project serve a targeted sector such as multifamily housing units or businesses, to what extent does the project expand access to away-from-home recycling, or to what extent does the project divert a targeted commodity such as C&D asphalt shingles or food waste?

If Your Proposal is Selected for Funding:

DEAO anticipates that applicants selected for funding will be notified by April 29, 2012. DEAO will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer is accepted.

- DEAO will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).
- Where appropriate, the applicant must (within 15 business days after notification) submit a revised project description and budget signed by an authorized representative reflecting the accepted offer. Applicants who fail meet this requirement will not be awarded funding.
- Successful applicants will be required to provide their federal tax ID number.
- Successful applicants will also be required to register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system please visit the following link: <http://eprocurement.nc.gov/>.
- DEAO will submit a request through the DENR contract processing system for a grant contract.

NOTE: Successful applicants that make purchases before a grant contract is signed by both DENR and the grant recipient will not be reimbursed.

Other General Terms and Conditions:

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications** – all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Cash match** – grantees are required to provide cash match of at least of 20 percent of the grant award.
- **Final reports** – a draft final report is required to be submitted to DEAO by 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. If necessary to submit hard copy, all hard copies submitted should be double-sided and on recycled paper as stated above. Final reports for government grantees will follow a standard format provided by DEAO.
- **Extensions** – no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions must submit a request for a time extension 60 days prior to the contract end date. The request for extension must indicate how long the grantee is seeking to extend the project and the reason that the extension is being requested (i.e., why the project cannot be completed on-time). Any request for an extension must include a new timeline of project milestones and payments, as well as a new budget (if budget changes are also being requested).

- **Reimbursement** – distribution of DEAO grant funds is on a reimbursement basis. Requests for reimbursement must be submitted on letterhead, must include proof that the funds were spent, and must have the term “invoice” clearly stated on the request.
- **Final 10 Percent of Funds** – DEAO will continue to reimburse grantees until 90 percent of the award amount has been expended. The final 10 percent will be held until an acceptable final report has been received by DEAO. The report must be received and approved prior to the end date of the contract. All final requests for reimbursement must be received within 45 days of the contract end-date or all remaining grant funds will be forfeit.

A Final Word on Grant Writing:

Proposals often receive low scores because applicants fail to follow instructions, leading to uncertainty about the project goals and intended results. The clearer the details are, the fewer questions a reviewer will have about the validity/feasibility of a proposal. Applicants also stand a better chance of success if they adhere to the required components of a proposal and if they carefully review the grant award criteria in their proposal.

**2012 Community Waste Reduction and Recycling Grant
Watauga County Recycling
Forklift Grant Application**

CONTACT INFORMATION

Lisa Doty, Recycling Manager
Watauga County Recycling Office
Sanitation Department
336 Landfill Road
Boone, NC 28607
828-265-4852 (phone)
828-264-1702 (fax)
lisa.doty@watgov.org

PROPOSAL DATE: March 8, 2012

GENERAL REQUIREMENTS

- **NC Solid Waste Disposal Tax Proceeds:** Watauga County verifies that all tax disposal proceeds are used only for the purpose of providing solid waste and recycling services. The amount Watauga County receives from the disposal funds is approximately \$23,000 per year. The cost of running the recycling center is \$100,000 – \$125,000 per year and these funds are used to supplement the recycling center budget.
- **Recycling at Government Offices:** Watauga County provides recycling bins in all county offices for paper, plastic bottles and cans. Cardboard pickup for county offices is provided as needed.

PROJECT DESCRIPTION: The Watauga County Recycling Office is requesting grant funds from the North Carolina Department of Environment and Natural Resources “2012 Community Waste Reduction and Recycling Grant” to purchase a new forklift for the recycling program operation. The current forklift is a 1991 Toyota forklift with 9,415 hours.

- **Impact on Waste Stream:** The forklift is used in the daily operation of the recycling program to handle more than 4,000 tons of recycled materials annually, including paper, cardboard, plastics, aluminum and steel cans. In addition, more than 44 tons of electronics are handled with the fork lift annually.
- **Joint Effort:** All of the recycling from the Town of Boone, Town of Blowing Rock, Beech Mountain and Appalachian State University as well as the recycling from Watauga County Schools and Watauga County Convenience Centers come to the Recycling Center where the material is baled and loaded onto trailers for transport.
- **Efficiency:** The forklift is essential to the operation of the Recycling Center and the current forklift is very old and in need of replacement.

- **Planning:** Attached is a quote and spec sheet for a Vesco Toyotalift. We have researched other types of forklifts and feel this is the best machine for our recycling operations.
- **Sustainability/Commitment:** The application for this grant was approved by the Watauga County Board of Commissioners who also committed the matching funds if we receive the grant. Qualified employees of the Watauga County Sanitation Department will perform the operation and maintenance on the forklift and funds for this will be included in future Sanitation Department budgets.

SPECIAL REQUIREMENTS: Watauga County was eligible for funds distributed from the State’s Electronics Management Program in 2012 and will receive \$3,984.91 this year. We would like to use these funds for matching funds for this grant application. *(See “project description” for more information on forklift use for recycled electronics management.)*

PROJECT TIMELINE

- **July 2012:** Order Forklift.
- **September 2012:** Receive forklift and begin using in recycling center operations.
- **June 30, 2012:** Submit grant final report

PROJECT BUGET

	State Grant Award	Applicant Match Funds	Project Total
Forklift	\$14,200.00	\$19,851.00	\$34,051.00

Blank Page

AGENDA ITEM 10:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

Tax Administrator Kelvin Byrd will present the Monthly Collections Report and be available for questions and discussion.

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

AGENDA ITEM 10:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Byrd will present the Refunds and Releases Report. Board action is required to accept the Refunds and Releases Report.

Blank Page

AGENDA ITEM 11:

FINANCE MATTERS

A. 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., Room 216 - Boone, NC 28607 - Phone (828) 265-8007 Fax (828) 265-8006

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Margaret Pierce, Finance Director
SUBJECT: Budget Amendments-FY 2011/12
DATE: May 22, 2012

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

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
283102-312111	Tax Revenue Todd Fire Dist		\$3,500
284340-469911	Payment to Todd Fire Dist	\$3,500	
283102-312106	Tax Revenue Zionville Fire Dist		\$4,500
284340-469906	Payment to Zionville Fire Dist	\$4,500	
283102-312105	Tax Revenue St Simmons Fire Dist		\$2,500
284340-469905	Payment to St Simmons Fire Dist	\$2,500	
283102-312104	Tax Revenue Beaver Dam Fire Dist		\$3,000
284340-469904	Payment to Beaver Dam Fire Dist	\$3,000	
283102-312101	Tax Revenue Foscoe Fire Dist		\$3,000
284340-469901	Payment to Foscoe Fire Dist	\$3,000	
243102-312101	Tax Revenue Foscoe Serv Dist		\$1,400
244340-469901	Payment to Foscoe Serv Dist	\$1,400	
243102-312108	Tax Revenue Shawneehaw Serv Dist		\$200
244340-469908	Payment to Shawneehaw Serv Dist	\$200	

To recognize additional estimated fire tax district revenues and payments above budgeted amounts due to fire departments.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
293270-312009	Occupancy Tax Revenue		\$92,500
294140-449900	Administrative Fee	\$1,100	
294140-469900	Payment to WCTDA	\$91,400	

To recognize additional occupancy tax revenues estimates above budgeted amount and payment due to Watauga County District U Tourism Development Authority for net occupancy tax and Watauga County for statutory administrative collection fees.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103200-326600	ABC/5 cents a Bottle		\$800
105210-469852	ABC/5 cents a Bottle	\$800	

To recognize additional estimated revenues and expenditures for Alcohol Beverage Control funds.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
143585-323000	State and Federal Daycare Subsidies		\$6,157
145850-440900	Daycare Subsidies	\$6,157	
143585-323002	Smart Start Daycare Subsidies		\$55,426
145850-440901	Smart Start Daycare Subsidies	\$55,426	

To recognize increases in DSS funding allocations for daycare subsidies from state and federal sources. These allocations are for direct services provided for clients.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300-349910	NC ADM Capital Funds		\$102,750
105911-470007	Parkway School Roof	\$39,000	
105911-470008	Hardin Park School Roof	\$63,750	

Per Board action 3-17-12 approving the application for NC ADM Capital funds; to recognize the award of the funds applied for by the Watauga County Board of Education. Local match will be provided by the Watauga County Board of Education.

Blank Page

AGENDA ITEM 11:

FINANCE MATTERS

B. Proposed Lease Amendment on High School Property

MANAGER'S COMMENTS:

As part of the refinancing of the high school debt, an amendment was required to the current lease signed on April 1, 2008. The change is a procedural one in which the Watauga County Board of Education lien position was shifted to follow the financing documents. No other changes in terms or conditions were required to be made.

Board action, contingent upon County Attorney review, is requested to approve the lease modification as presented.



WATAUGA COUNTY FINANCE OFFICE

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

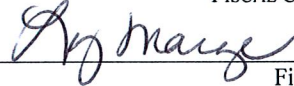
MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Margaret Pierce, Finance Director
SUBJECT: Lease Amendment
DATE: March 22, 2012

Attached please find an amendment for the April 1, 2008 lease on the Watauga High School property. Due to the refinance of the loans using this property as collateral, an amendment to the lease is required to move the Watauga County Board of Education lien position to follow the financing documents. No other change in terms is made in the amendment.

Board approval is requested for the lease amendment.

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY
THE SCHOOL BUDGET AND
FISCAL CONTROL ACT.

 5-14-12
Finance Officer
Watauga County School Administrative Unit

LEASE AMENDMENT

THIS LEASE AMENDMENT (this “*Amendment*”) is dated as of June 1, 2012 and entered into by and between the **COUNTY OF WATAUGA, NORTH CAROLINA**, a political subdivision of the State of North Carolina, as lessor (the “*County*”), and the **WATAUGA COUNTY BOARD OF EDUCATION**, a body corporate which has general control and supervision of all matters pertaining to the public schools in the Watauga County School Administrative Unit, its school administrative unit, and is duly organized and existing under the laws of the State of North Carolina (the “*Board of Education*”),

WITNESSETH:

WHEREAS, as part of a plan to finance the construction, equipping and furnishing of Watauga High School (the “*School Project*”) under an Installment Financing Contract dated as of April 1, 2008 (the “*Prior Contract*”) between the County and Branch Banking and Trust Company (the “*Prior Bank*”), the County and the Board of Education have previously entered into a Lease dated as of April 1, 2008 and recorded at Book 1365, Page 164 in the Watauga County Registry (the “*Original Lease*”);

WHEREAS, under the Original Lease, the Board of Education has leased from the County the site of Watauga High School and the improvements thereon, as more particularly described in the Original Lease (collectively the “*Leased Property*”);

WHEREAS, to secure its obligations under the Prior Contract, the County executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of April 1, 2008 (the “*Prior Deed of Trust*”) to the deed of trust trustee named therein for the benefit of the Prior Bank creating a lien on all of the County’s right, title and interest in the Leased Property;

WHEREAS, the County and the Board of Education have determined that it is in their best interests for the County to (1) refinance its installment payment obligations under the Prior Contract through an Installment Financing Contract dated as of June 1, 2012 (the “*2012 Contract*”) between the County and Watauga Public Facilities Corporation (the “*Corporation*”), and in connection therewith, (2) cause the release of the lien of the Prior Deed of Trust on the Leased Property;

WHEREAS, to secure its obligations under the 2012 Contract, the County will execute and deliver a Deed of Trust, Security Agreement and Fixture Filing dated as of June 1, 2012 (the “2012 Deed of Trust”) to the deed of trust trustee named therein for the benefit of the Corporation and its assigns creating a lien on all of the County’s right, title and interest in the Leased Property;

WHEREAS, to facilitate the refinancing of the County’s installment payment obligations under the Prior Contract, the County and the Board of Education have agreed to amend the Original Lease on the terms set forth in this Amendment;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree to amend the Original Lease as follows:

Section 1. ***Definitions; References.***

(a) Each reference in the Original Lease to the Contract and the Deed of Trust shall refer to the 2012 Contract and the 2012 Deed of Trust, respectively, as the same may be amended, modified or replaced.

(b) Each reference in the Original Lease to “this Lease” shall refer to the Original Lease as amended by this Amendment, as the same may be further amended or modified.

Section 2. ***Subordination.*** The Original Lease, as modified by this Amendment, shall be subordinate to the lien of the 2012 Deed of Trust.

Section 3. ***Effect of Amendment.*** Except as expressly modified by this Amendment, the Original Lease shall remain unchanged and in full force and effect.

Section 4. ***Severability.*** If any provision of this Amendment is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Lease.

Section 5. ***Execution in Counterparts.*** This Amendment may be simultaneously executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

Section 6. ***Captions.*** The captions or headings in this Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Amendment.

Section 7. ***Applicable Law.*** This Amendment is governed by laws of the State of North Carolina.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment to be executed in their corporate names by their duly authorized officers, all as of the day and year first above written.

COUNTY OF WATAUGA, NORTH CAROLINA

By: _____
Nathan A. Miller
Chairman of the Board of Commissioners

[SEAL]

Attest:

Anita J. Fogle
Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA)
)
COUNTY OF WATAUGA)

I, a Notary Public of the County and State aforesaid, certify that Anita J. Fogle (the "Signatory") personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for the County of Watauga, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chairman of the Board of Commissioners of the County of Watauga, North Carolina and attested by her as Clerk to said Board of Commissioners.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)
____ (I have personal knowledge of the identity of the Signatory); **or**
____ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(check one of the following)
___ a driver's license *or*
___ in the form of _____); **or**
____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the _____ day of _____, 2012.

Notary Public
Print: Name: _____
[Note: Notary Public must sign exactly as on notary seal]
My Commission Expires: _____
☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

[COUNTERPART SIGNATURE PAGE TO LEASE AMENDMENT]

WATAUGA COUNTY BOARD OF EDUCATION

[SEAL]

By: Deborah H. Miller
Deborah H. Miller
Chair

Attest:
Richard M. Jones
Richard M. Jones
Secretary

STATE OF NORTH CAROLINA)
)
COUNTY OF WATAUGA)

I, a Notary Public of the County and State aforesaid, certify that Richard M. Jones (the "Signatory") personally came before me this day and acknowledged that he is the Secretary of the Watauga County Board of Education and that by authority duly given and as the act of said Board of Education, the foregoing instrument was signed in its name by the Chair of said Board of Education and attested by him as Secretary of said Board of Education.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

- (I have personal knowledge of the identity of the Signatory); or
- (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(check one of the following)
 a driver's license or
 in the form of _____); or
- (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this the 14th day of May, 2012.



Jennifer Coffey Combs
Notary Public
Print: Name: Jennifer Coffey Combs
[Note: Notary Public must sign exactly as on notary seal]
My Commission Expires: 8/31/2016
☞ [NOTARY SEAL] (MUST BE FULLY LEGIBLE)

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Meat Camp VFD Request for Support of Lease Purchase Agreement

MANAGER'S COMMENTS:

The Meat Camp Volunteer Fire Department requests a letter of support from the County to assist in obtaining financing to purchase equipment for their operation. The letter would confirm that they receive both County and fire tax funding. The letter of support does not obligate the County.

Board approval is requested.



County of Watauga

Administration Building, Suite 205 • 814 West King Street • Boone, North Carolina 28607

BOARD OF COMMISSIONERS

Nathan A. Miller, Chairman
Vince Gable, Vice-Chairman
David Blust
Jim Deal
Tim Futrelle

Telephone 828-265-8000
TDD 1-800-735-2962
Voice 1-800-735-8262

COUNTY MANAGER
Deron T. Geouque

COUNTY ATTORNEY
Stacy C. Eggers, IV

June 5, 2012

United Financial of North Carolina, Inc.
58 Wilkie Way
Fletcher, NC 28732

Re: Lease Purchase Agreement between United Financial of North Carolina, Inc. and Meat Camp Volunteer Fire Department

Dear Sirs,

I am Chairman of the County Commissioners of Watauga County. This letter is to advise you that: Meat Camp Volunteer Fire Department is a qualified Volunteer Fire Department, assigned to protect a specific Fire District within this County.

In addition, a special ad valorem (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please be advised that the County has no objection to this transaction.

Sincerely,

Nathan A. Miller, Chairman
Watauga County Board of Commissioners



County of Watauga

Administration Building, Suite 205 • 814 West King Street • Boone, North Carolina 28607

BOARD OF COMMISSIONERS

Nathan A. Miller, Chairman
Vince Gable, Vice-Chairman
David Blust
Jim Deal
Tim Futrelle

Telephone 828-265-8000
TDD 1-800-735-2962
Voice 1-800-735-8262

COUNTY MANAGER
Deron T. Geouque

COUNTY ATTORNEY
Stacy C. Eggers, IV

May 25, 2012

United Financial of North Carolina, Inc.
58 Wilkie Way
Fletcher, NC 28732

Gentlemen:

The funding for Meat Camp Volunteer Fire Department has been progressive as per the following schedule:

Fiscal Year	Actual or Anticipated Tax Revenue	Assessed Valuation	Rate Per \$100 Value
2012	\$119,980.00	\$399,933,300	\$.03
2011	\$119,906.00	\$399,686,600	\$.03
2010	\$118,840.00	\$396,133,300	\$.03

Sincerely,

Deron T. Geouque
County Manager
Watauga County

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA-WATAUGA COUNTY

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified and authorized by the law to administer oaths, personally appeared:

Aimee Hicks

Acct. Name:

MEAT CAMP VFD

Acct. # 127319

COST OF PUBLICATION

Total \$89.88

Who being first duly sworn, deposes and says: that he (she) is

REPRESENTATIVE

of a newspaper known as THE WATAUGA DEMOCRAT, published and entered as second class mail in City of Boone, in said County and State; that he (she) is authorized to make this affidavit and sworn statement; that the notice of other legal advertisement, a true copy of which is attached hereto, was published in THE WATAUGA DEMOCRAT the following dates :

100-647 S1013(A)(24)(A)

04/18/2012

OVER

and that the said newspaper in which such notice, paper, document or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section I-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section I-597 of the General Statutes of North Carolina.

This 17th day of April, 2012

Aimee J. Hicks

Sworn to and subscribed before me, this 17th day of April, 2012

Virginia M. Jorgenson

Notary Public *Virginia M. Jorgenson*



**MEAT CAMP VOLUNTEER
FIRE DEPARTMENT
PUBLIC HEARING**

LÉGAL NOTICE

Notice is hereby given, pursuant to Public Law No. 100-647 S1013(a)(24)(A) (1988), the undersigned will hold public hearing on May 2, 2012 at 10:00 a.m. At the location of the undersigned listed below to discuss its acquisition by lease purchase of:

Qty1. Description 6 Bay 2 Story
Masonry/Stick Built Fire Station
continued page 6

as per Department Specifications and financial arrangements related thereto.

Approximate amount of issue:
\$1,500,000.00

All interested persons are invited to attend.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal at my office in Boone this 16th day of April, 2012.

Nancy C. Moretz
Corporate Secretary



Meat Camp Volunteer
Fire Department, Inc.
118 Meat Camp Road
Boone, NC 28607

OVER



Blank Page

AGENDA ITEM 12:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Fiscal Year 2013 Budget Discussion*****MANAGER'S COMMENTS:**

At the Board's last budget work session, direction was given to staff to request additional information from the Health Department and Humane Society to assist the Board in making a decision regarding funding for Fiscal Year 2013. Below is a list of changes requested by the Board which have already been made to the proposed budget.

Revenues		
Cable TV Franchise Fees	increase	\$10,000
Expenditures		
Board of Elections	increase travel and part time salaries	\$8,790
Board of Education	increase current capital outlay	\$18,826
Recreation, Special Populations	increase supplies and travel	\$850
Special Allocations	decrease Children's Playhouse	\$2,500
	decrease WeCAN	\$1,000
Emergency Services	decrease cell allowance	\$576
Tax Administration	decrease salaries	\$6,000
General Administration	decrease Professional Services-Architects	\$7,540
	decrease miscellaneous expenses	\$850

The proposed budget is scheduled for adoption on June 19, 2012. The Board may accept the proposed budget with no additional changes recommended, request changes at this meeting, or schedule another work session before the June 19th meeting.

Staff requests direction from the Board.

Blank Page

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. July Meeting Schedule Discussion

MANAGER'S COMMENTS:

Historically, the Board cancels the first meeting in July due to the adoption of the annual budget and the beginning of a new fiscal year. The primary run-off is slated for July 17, 2012, requiring the use of the Commissioners' Board Room as a polling place.

Staff would recommend the Board cancel the July 4, 2012 meeting and reschedule the July 17, 2012 meeting to July 24, 2012, at 5:30 PM.

Board direction is requested.

RoomReserve

Room reservations (conference, etc.)

New Actions Settings

View: **Calendar**

July, 2012

Expand All Collapse All | Day Week **Month**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Auditors 8:00 AM BCC Meeting 8:00 AM BCC Meeting 1 more item	4 Holiday - Observance of Independence Day	5 Auditors	6	7
8	9	10 Auditors		12 5:00 PM Board of Elections - Training	13	14
15	16 6:00 PM Planning Board Meeting	17 BOE - PRIMARY 5:30 PM Board of Commissioners Regular Meeting 5:30 PM BCC Meeting	18	19	20	21
22	23 7:00 PM Board of Adjustment Meeting - If needed	24	25	26 3:00 PM Housing Trust	27	28
29	30	31	1 4:30 PM EMS Advisory Committee Meeting	2	3	4

AGENDA ITEM 12:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****D. Boards and Commissions*****MANAGER'S COMMENTS:**

The Region D Development Corporation is a Certified Development Company that assists the US Small Business Administration in delivering small business loans to the region. They also assist in marketing and packaging loans for small businesses throughout the region. Per their bylaws, each county is required to appoint four persons to serve as members of the Development Corporation in May of each year. Representative categories are local government (1), private lending institution (1), and community organization or a business organization (2). Following is a list of current appointees: Mr. Fowler Cooper (Local Government); Mr. Brian Crutchfield (Community Organization); Mr. Jim Furman (Business Organization); and Mr. Brian Riggins (Private Lending Institution). You may wish to reappoint those serving or appoint new members.

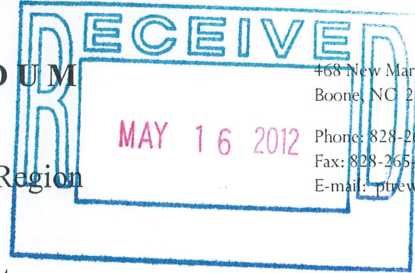
The terms, on the Department of Social Services Board, of Chairman Miller and Ms. Mary Moretz are set to expire on June 30, 2012. Both members are eligible and available for reappointment.

The above are first readings and, therefore, no action is required at this time.

REGION D DEVELOPMENT CORPORATION, INC.

SERVING ALLEGHANY, ASHE, AVERY, MITCHELL, WATAUGA, WILKES & YANCEY COUNTIES
AN SBA CERTIFIED DEVELOPMENT CORPORATION

MEMORANDUM



TO: County Managers in High Country Region

FROM: Phillip Trew, AICP 
Director, Planning and Development

SUBJECT: Region D Development Corporation Membership Appointments

DATE: May 15, 2012

According to the By-Laws of the Region D Development Corporation, Boards of County Commissioners are requested each year to appoint **four** persons to serve as members of the Development Corporation. Of the four members appointed, **one** shall be a full-time employee of a private lending institution, **one** shall be a person designated as a local government representative, and **two** shall be representatives of business and community organizations. Please find enclosed a copy of the 2011-12 member appointments. You may wish to reappoint these current members or to appoint new members.

The Region D Development Corporation is a Certified Development Company (CDC), and partners with lending institutions and the US Small Business Administration (SBA) to deliver the SBA 504 Loan Program. The Development Corporation contracts with Kendrick and Associates (Bob Kendrick, owner) for assistance in marketing and packaging loans for small businesses throughout the region.

Please schedule these appointments for an upcoming board meeting, and notify me by mail or email of your appointments when they are made. With new appointments, please include their address, employment, email address, and telephone number. Thank you for your assistance.

Please give me a call if you have any questions.

Enclosure

cc: Rick Herndon, Executive Director



Region D Development Corporation, Inc.

2011-12 Board of Directors

COUNTY	NAME	ORGANIZATION
Alleghany	Don Adams	Local Government
Alleghany	Bryan Edwards	Community Organization
Alleghany	Dennis Gambill	Private Lending Institution
Alleghany	Russell Sheets	Business Organization
Ashe	Martin Little	Private Lending Institution
Ashe	Pat Mitchell	Local Government
Ashe	Karen Powell	Business Organization
Ashe	Kay Sexton	Business Organization
Avery	Tommy Bureson	Community Organization
Avery	Daryl Smith	Business Organization
Avery	Tena Trice	Private Lending Institution
Avery	Robert Wiseman	Local Government
Mitchell	Dean Duncan	Private Lending Institution
Mitchell	Doug Harrell	Community Organization
Mitchell	Joe Street	Local Government
Mitchell	Doug Young	Business Organization
Watauga	Fowler Cooper	Local Government
Watauga	Brian Crutchfield	Community Organization
Watauga	Jim Furman	Business Organization
Watauga	Brian Riggins	Private Lending Institution
Wilkes	Dr. Keith Bentley	Business Organization
Wilkes	Gary L. Blevins	Local Government
Wilkes	Fay Byrd	Community Organization
Wilkes	Johann Louchez	Private Lending Institution
Yancey	Nathan Bennett	Local Government
Yancey	Ron Deyton	Private Lending Institution
Yancey	Walter Savage	Community Organization
Yancey	John Young	Business Organization

Officers	
President	Fowler Cooper
Vice President	Gwynita Steele
Secretary/Treasurer	Nathan Bennett
Asst. Sec./Treas.	Phil Trew



Watauga County
Department of Social Services

SOCIAL SERVICES BOARD
David Turlington, Chair
Mary Moretz , Vice Chair
Nathan Miller
Tom Trexler
Audrey Tate

132 POPLAR GROVE CONNECTOR – SUITE C
BOONE, NORTH CAROLINA 28607
Telephone 828-265-8100
TDD 1-800-735-2962
Voice 1-800-735-8262
Fax 828-265-7638

JIM ATKINSON, MSW
Director

Memo:

Deron,

The current terms of Nathan Miller and Mary Moretz on the DSS Board will end on June 30, 2012, each having been previously appointed by the Watauga County Board of Commissioners.

Each is eligible for re-appointment, and they have agreed to serve another term if appointed.

Please place this on the agenda for the next BOCC meeting.

Thanks,

Jim Atkinson, Director

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Announcements

MANAGER'S COMMENTS:

A public hearing will be held Tuesday, June 19, 2012, at 6:00 P.M. to allow citizen comment on proposed fire district boundary changes involving Stewart Simmons, Deep Gap, and Boone districts.

AGENDA ITEM 13:

PUBLIC COMMENT

MANAGER'S COMMENTS:

Time has been reserved to allow citizen comment to address the Board for any area of interest or concern.

AGENDA ITEM 14:

BREAK

AGENDA ITEM 15:

CLOSED SESSION

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