

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

**TUESDAY, OCTOBER 18, 2011  
5:00 P.M.**

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

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
5:00	1	CALL REGULAR MEETING TO ORDER		
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5:40	11	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
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6:50	14	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		103
7:00	15	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF THE MINUTES**

September 26, 2011, Special Meeting  
October 4, 2011, Regular Meeting  
October 4, 2011, Closed Session

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
MONDAY, SEPTEMBER 26, 2011**

The Watauga County Board of Commissioners attended a special meeting on Monday, September 26, 2011, in the Broyhill Room at Broyhill Inn, ASU, Boone, NC. The Intergovernmental Retreat agenda included a presentation focused on the economy. Those present were: Chairman Miller, Vice-Chairman Blust, Commissioner Gable, County Manager Geouque, and Clerk to the Board Fogle. Others present were as follows:

- Appalachian State University: Interim VC for Business Affairs Greg Lovins; Attorney Dayton Cole and Professor Harry Davis
- Town of Beech Mountain: Council Member Rick Miller; Town Manager Randy Feierabend; and Town Clerk Jennifer Broderick
- Town of Blowing Rock: Mayor J. B. Lawrence; Council Members Doug Matheson, Jim Steele, Thomas Klutz, Albert Yount, and Phil Pickett; Town Manager Scott Hildebran; and Town Clerk Sharon Greene
- Town of Boone: Council Members Andy Ball and Rennie Brantz; Town Manager Greg Young; Deputy Town Clerk Kim Brown, and Robert Ohlen
- Town of Seven Devils: Town Manager Ed Evans
- High Country Council of Governments: Planning Director Phil Trew
- Others: Lauren Ohnesorge, Watauga Democrat; and Anna Oakes, High Country Press

Mr. Phil Trew, High Country Council of Governments, called the joint meeting to order at 5:05 P.M. by welcoming everyone and calling for introductions.

After dinner was served, Mr. Trew introduced Dr. Harry Davis, Professor in ASU's Department of Finance, Banking, and Insurance, who gave a presentation entitled "The National, State, and Local Economies." The main points of Dr. Davis' presentation included the following:

- US has officially been out of the recession for two years
- Past recoveries have been fueled by residential construction which was currently not the case
- Large companies were doing well, but were holding onto capital and, therefore, not investing in machinery and/or people
- Manufacturing output was growing, but slowly and with fewer workers
- Companies that sold product internationally were doing well
- Ratio of household debt/income rose from 80% in 1990s to 116% in 2010
- Fastest growing area of consumer debt was in the form of adults borrowing money for education
- US ranks 17<sup>th</sup> in the world in homeownership rates
- Housing values continued to fall, but were beginning to stabilize
- Mortgage applications were at a 15-year low
- 20 million adult children currently live with their parents
- Tax systems in other developed nations were structurally different than in the US – other countries give tax breaks to businesses; US gives tax breaks to families

- US was experiencing a lot of layoffs in state and local governments
- More than 50% of US debt was owed to foreigners
- 10,000 Americans reach retirement age per day
- Bureau of Labor Statistics indicate that there were currently 3.2 million job openings; however, employees skilled for those positions were not available
- After six years of college, 44% of attendees did not graduate
- Most new jobs being created do not require college degrees

Mr. Trew stated that the date and time for the next Intergovernmental Retreat would be announced when scheduled.

The meeting was adjourned at 6:57 P.M.

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Nathan A. Miller, Chairman

ATTEST:

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Anita J. Fogle, Clerk to the Board

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, OCTOBER 4, 2011**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, October 4, 2011, at 8:00 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

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

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

**APPROVAL OF MINUTES**

Chairman Miller called for additions and/or corrections to the September 12, 2011, special meeting minutes and the September 19, 2011, regular and closed session minutes.

Commissioner Futrelle, seconded by Commissioner Deal, moved to approve the September 12, 2011, special meeting minutes as presented.

**VOTE:** Aye-5  
Nay-0

County Manager Geouque requested the following two amendments (additions in bold and deletions struck-through) to the September 19, 2011, regular meeting minutes:

Under "Miscellaneous Administrative Matters, A. Recommended Contract Awards for Employee Medical, Dental, and Life Insurance:"

"Vice-Chairman Blust, seconded by Commissioner Deal, moved to award the bid for employee dental and life insurance to LFG as presented by the County Manager.

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

Under “Miscellaneous Administrative Matters, B. Contract Renewal Request for Inmate Medical Care:”

“County Manager Geouque stated that the Sheriff’s Office had requested renewal of a contract with Competent Correctional Care, Inc. for the provision of medical care and staffing of the County jail. The cost was \$7,578 per month for services for 90 inmates and was to increase to \$12,642 if/when the population grew to between 90-135 inmates. The County Manager stated that funds were available to cover the contract within the Sheriff’s Office budget.

Commissioner Deal, seconded by Vice-Chairman Blust, moved to approve the contract with Competent Correctional Care, Inc. in an amount up to ~~\$12,642~~ **\$7,578** per month, contingent upon County Attorney review.

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

Commissioner Deal, seconded by Vice-Chairman Blust, moved to approve the September 19, 2011, regular meeting minutes as amended.

VOTE: Aye-5  
Nay-0

By consensus, consideration of the closed session minutes was tabled until after closed session to allow for the review of proposed amendments.

### **APPROVAL OF AGENDA**

Chairman Miller called for additions and/or corrections to the October 4, 2011, agenda.

County Manager Geouque requested to add possible action after closed session.

Commissioner Deal, seconded by Vice-Chairman Blust, moved to approve the October 4, 2011, agenda as amended.

VOTE: Aye-5  
Nay-0

### **PROPOSED PROCLAMATION IN SUPPORT OF 2012 “ROCK THE BLUE RIDGE BIKE RIDE”**

Ms. Lora Elder presented a proposed proclamation of support for a 100-mile bike ride entitled “Rock the Blue Ridge” which was planned for August 26, 2012.

Commissioner Deal, seconded by Commissioner Futrelle, moved to adopt the proclamation as presented.

VOTE: Aye-5  
Nay-0

## **BOARD OF EDUCATION REQUEST FOR LOTTERY FUNDS**

Watauga County School's Finance Director, Ms. Ly Marze, presented requests for the following State applications for Education Lottery funding:

- Replacement of carpets and floor tiles in the classrooms at Green Valley, Hardin Park, Parkway, and Valle Crucis Elementary Schools, in the amount of \$36,000, with an estimated project beginning date of October 1, 2011, and completion date of June 1, 2012.
- Restroom renovations at Parkway Elementary School, in the amount of \$6,000, with an estimated project beginning date of December 1, 2011, and completion date of January 31, 2012.
- Replacement of sidewalk near the bus parking lot at Blowing Rock Elementary School, in the amount of \$2,000, with an estimated project beginning date of October 1, 2011, and completion date of December 31, 2011.
- Add door sweeps to weatherize the building for winter weather at Blowing Rock Elementary School, in the amount of \$480, with an estimated project beginning date of October 1, 2011, and completion date of December 31, 2011.

Ms. Marze also requested approval for an additional application for upgrades in all of the school cafeterias, in the amount of \$30,000.

The total amount requested for the five applications was \$74,480 with no local match required.

Commissioner Deal, seconded by Vice-Chairman Blust, moved to approve all five Education Lottery Fund applications as presented by Ms. Marze.

VOTE: Aye-5  
Nay-0

## **ADDITIONAL APPROPRIATION OF STATE FUNDS FOR SENIOR CENTERS**

Ms. Angie Boitnotte stated that the Project on Aging was eligible to receive an additional \$16,274 in Senior Center funding from the North Carolina General Assembly and the North Carolina Division of Aging. This amount requires a 25% local match which was currently in the Agency's existing budget. The funds were to be allocated as follows: \$12,205 to the L. E. Harrill Senior Center, as a Center of Excellence, and \$4,069 to the Western Watauga Community Center.

Commissioner Futrelle, seconded by Vice-Chairman Blust, moved to accept the funding and approve the local match as presented by Ms. Boitnotte.

VOTE: Aye-5  
Nay-0



## **PROPOSED CONTRACT FOR ENGINEERING SERVICES AT THE SWIM COMPLEX**

County Maintenance Director Robert Marsh presented a proposed contract for engineering services with Sutton-Kennerly & Associates, Inc., Consulting Engineers (SKA), in an amount not to exceed \$10,000. The contract was for design of frame base repairs and cursory evaluation of the lateral bracing system at the swim complex. SKA had provided a report in February 2011, detailing the general conditions of the swim complex. As part of the report, high priority repairs were identified and one of those repairs was to be addressed through the proposed contract.

County Attorney Eggers stated that the Board could exempt the project from the Request for Qualification process as outlined in NCGS 143-64.31 based on the project fee being less than \$30,000 and SKA's familiarity with the project.

Commissioner Deal, seconded by Commissioner Futrelle, moved to award the contract, in an amount not to exceed \$10,000, to Sutton-Kennerly & Associates, Inc., Consulting Engineers and exempt the County from the qualification based selection process due to project costs of less than \$30,000 and Sutton-Kennerly & Associates, Inc., Consulting Engineers' familiarity with the project.

VOTE: Aye-5  
Nay-0

## **TAX MATTERS**

### ***A. Monthly Collections Report***

Tax Administrator Kelvin Byrd presented the Tax Collections Report for the month of September 2011. This report was presented for information only and, therefore, no action was required.

### ***B. Refunds and Releases***

Mr. Byrd presented the following Refunds and Releases for September 2011 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Blust, seconded by Commissioner Futrelle, moved to approve the Refunds and Releases Report for September 2011, as presented.

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Proposed Rural Center Grant Agreement Amendment # 4 for the Boone/Blowing Rock Interconnection Project***

County Manager Geouque presented an amendment to the Rural Center contract which was a pass-through grant to the County to help with the construction of the Boone/Blowing Rock

emergency water interconnect. The amendment was to add three months to the contract and reduce the County's portion of the budget from \$445,513 to \$336,977.56. The additional time was needed for staff to close-out the project and the reduction in cost was due to the project coming in under budget.

Commissioner Deal, seconded by Commissioner Futrelle, moved to approve Amendment # 4 to the Rural Center Grant Agreement for the Boone/Blowing Rock emergency water interconnect as presented by the County Manger.

VOTE: Aye-5  
Nay-0

### ***B. Boards & Commissions***

County Manager Geouque stated that the Watauga County Library Board had recommended that Mr. Hugh Hagaman and Ms. Kathy Idol both be reappointed to the Watauga County Library Board with both terms set to expire on August 31, 2015.

The Watauga County Library Board recommended that Mr. Hugh Hagaman also be reappointed as a Watauga County representative on the Appalachian Regional Library Board. This term was also set to expire August 31, 2015.

Commissioner Deal, seconded by Vice-Chairman Blust, moved to waive second readings and reappoint Mr. Hugh Hagaman to both the Watauga County Library Board and the Appalachian Regional Library Board and reappoint Ms. Kathy Idol to the Watauga County Library Board with all three terms to expire August 31, 2015.

VOTE: Aye-5  
Nay-0

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

County Manager Geouque announced that effective October 1, 2011, Watauga Humane Society now managed all aspects of shelter operations for animals handled by the Watauga County Animal Care and Control Department. Based on an agreement with the Society, Watauga County no longer housed, cared for, or controlled domestic animals picked up, impounded, and/or confiscated by the Watauga County Animal Care and Control Department. The County Manager stated that the County's Animal Care and Control Officers would continue to enforce the Watauga County Animal Care and Control Ordinance and the Ordinance to Regulate Wild and Dangerous Animals and would continue to respond to service calls pertaining to domestic animals.

County Manager Geouque announced that a Hazardous Household Waste Collection Day was scheduled for October 8, 2011, from 9:00 A.M. to 2:00 P.M. at the Landfill. Operation Medicine Cabinet was also scheduled for the same date and set to run from 10:00 A.M. to 2:00 P.M. at all Food Lions in the County and Foscoe and Beaver Dam Volunteer Fire Departments.

County Manager Geouque announced that the Annual County Christmas Luncheon was scheduled for Tuesday, December 13, 2011, from 12:00 to 2:00 P.M. at the Dan'l Boone Inn. The Board and County Attorney were invited to attend.

County Manager Geouque announced that a "Turning of the Valve" ceremony was scheduled for the Boone/Blowing Rock Water Interconnection Project on Wednesday, October 19, 2011, at 5:00 P.M. The ceremony would be held across from Tweetsie Railroad on Hwy 321 at the meter vault between both water systems.

County Manager Geouque announced that the Watauga High School Student Body had invited the Board to participate in and/or join the crowd of spectators for their 2011 Homecoming Parade scheduled for 5:00 P.M. on Friday, October 7, 2011, on King Street.

### **PUBLIC COMMENT**

There was no public comment.

### **CLOSED SESSION**

At 8:26 A.M., Vice-Chairman Blust, seconded by Commissioner Deal, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5  
Nay-0

Commissioner Deal, seconded by Vice-Chairman Blust, moved to resume the open meeting at 10:14 A.M.

VOTE: Aye-5  
Nay-0

### **ACTION AFTER CLOSED SESSION**

Commissioner Deal, seconded by Commissioner Futrelle, moved to approve the "Amendment to Interlocal Agreement for the Provision of Behavioral Healthcare Services in Alleghany, Ashe, Avery, Watauga, and Wilkes Counties" as further amended below and authorized the Chairman to sign the agreement on the County's behalf:

- Accept Article I in its entirety
- Accept Article II in its entirety
- Delete Article III in its entirety
- Accept Article IV, Section 1 with the deletion of the words "and operations" in both the title and last sentence of Section 1
- Accept Article IV, Sections 2-3 in their entirety
- Accept Article V, Sections 1-3
- Delete Article V, Section 4
- Accept Article VI in its entirety

VOTE: Aye-5  
Nay-0

Chairman Miller appointed himself to serve as the Watauga County Board of Commissioners Representative to the newly constituted New River Service Authority Board.

Commissioner Deal, seconded by Vice-Chairman Blust, moved to approve the September 19, 2011, closed session minutes as amended.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Futrelle, seconded by Vice-Chairman Blust adjourned the meeting at 10:19 A.M.

ATTEST:

\_\_\_\_\_  
Nathan A. Miller, Chairman

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 3:**

**APPROVAL OF THE OCTOBER 18, 2011, AGENDA**

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**AGENDA ITEM 4:**

**PROPOSED PROCLAMATION FOR FARM CITY WEEK**

**MANAGER'S COMMENTS:**

Mr. Jim Hamilton, Director of Watauga County Cooperative Extension, will present a proposed proclamation which declares October 29 – November 3, 2011 as Farm City Week and calls upon citizens to support the County's local agricultural economy and the 56th Annual Farm-City Banquet which will be held on Thursday, November 3, 2011 at 6:00 P.M. at the Boone United Methodist Church. The theme for this year's banquet is "High Country Grown" as High Country grown produce, programs, and people will be celebrated.

Board approval is requested.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**2011  
FARM-CITY  
PROCLAMATION**

**WHEREAS**, Agriculture and the businesses and organizations that support it continue to contribute to the economic growth and well-being of Watauga County; and

**WHEREAS**, our farmers and farm families provide citizens of Watauga County healthy, High Country Grown products and are the backbone of our rural and urban communities; and

**WHEREAS**, the continued success of our County’s economy and heritage relies on strong relationships between Farm and City; and

**WHEREAS**, the Farm-City Banquet provides an opportunity for farm and city folks to become reacquainted.

**NOW, THEREFORE BE IT PROCLAIMED**, that the Watauga County Board of Commissioners, do hereby declare the period of October 29 through November 3 to be Farm-City Week and calls upon citizens of this county to continue to support our local agricultural economy and the 56<sup>th</sup> Annual Farm-City Banquet.

**ADOPTED** this the 18<sup>th</sup> day of October, 2011.

\_\_\_\_\_  
Nathan A. Miller, Chairman  
Watauga County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board





**AGENDA ITEM 5:**

**PROPOSED LETTER OF INTENT TO PURCHASE OLD HIGH SCHOOL PROPERTY**

**MANAGER'S COMMENTS:**

Ms. Diane Fountain will present a Letter of Intent to purchase the old high school property. You may wish to table consideration of this request to allow for consultation with the County Attorney in closed session regarding the legalities of the offer.

Direction from the Board is requested.

## **LETTER OF INTENT**

**OLD WATAUGA HIGH SCHOOL PROPERTY  
HIGHWAY 105, BOONE, NC  
74.641 ACRES  
BOOK OF RECORDS 1084 AT PAGE 728,  
BOOK OF RECORDS 1084 AT PAGE 732,  
BOOK OF RECORDS 1353 AT PAGE 115.**

**It is the intention of Core Asset Group, LLC, to purchase the above stated property from the County of Watauga, North Carolina for the price of \$20,000,000.00. This shall be paid in the increments of \$5,000,000.00 a year for four (4) years, beginning with the \$5,000,000.00 required security deposit which will be held in escrow for a due diligence period to be determined.**

**The request for support by the county to support re-installing the stoplight in the original intersection, is made. It is understood that the decision is that of the Department of Transportation.**

**There will be property donated back to the county and to Appalachian State University by Core Asset Group from the above stated tract.**

**The developers wish to establish a mixed use and affordable living area, with commercial components.**

**This Letter of Intent, if acceptable, will be followed with an Official Offer to Purchase.**

**Diane Fountain  
(828)292-2966  
Fountain Development/Jim Fountain Realty, Inc.  
Representatives for Core Asset Group, LLC**

**AGENDA ITEM 6:**

**TOURISM DEVELOPMENT AUTHORITY BID AWARD REQUEST FOR PLAYGROUND CONTRACT AT ROCKY KNOB PARK**

**MANAGER'S COMMENTS:**

Mr. Eric Woolridge with the Tourism Development Authority will request the Board award a contract to Beanstalk Journeys, in the amount of \$75,000, for the construction of a playground at Rocky Knob Park. The construction of the playground will satisfy a portion of the County's obligation with regards to the \$500,000 PARTF grant. The project will be fully funded by the TDA.

Board approval is requested to award the contract to Beanstalk Journeys, contingent upon County Attorney's review.

## MEMO

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

From: Eric Woolridge, Tourism Planner  
Watauga County Tourism Development Authority

Date: October 11, 2011

Re: Award of Playground Contract for Rocky Knob Park

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On September 16<sup>th</sup> the Watauga County TDA issued a Request for Proposals to hire a qualified contractor to build a playground at Rocky Knob Park. With the completion of this facility, the bike skills area, and other facilities currently under contract, Watauga County will fulfill their obligations for the \$500,000 Parks and Recreation Trust Fund grant.

Staff recommends that Watauga County issue Beanstalk Journeys the \$75,000 contract to construct the adventure playground at Rocky Knob Park. Joe Furman, Stephen Poulos, and I all met to review the six submitted proposals. In our opinion, the Beanstalk Journeys' product was most in alignment with environment at Rocky Knob Park, while providing for a variety of recreation uses. Please find attached Beanstalk Journey's playground conceptual graphic and pictures.

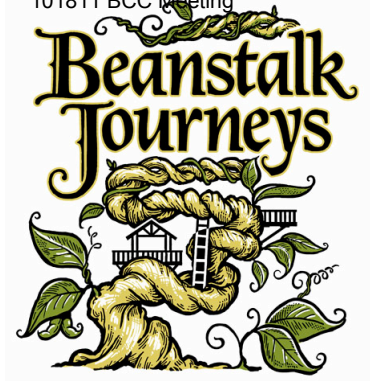
This project will be fully funded from grant sources and the Watauga County TDA. No Watauga County funds are requested for this project.

# Beanstalk Journeys Adventure Playground At Rocky Knob Park Proposal

*Proposal Presented to Watauga  
County Tourism Development  
Authority*

*Prepared by  
Beanstalk Journeys LLC  
Jonas Ridge, NC  
September 30, 2011*





# Beanstalk Adventure Playground Proposal

## Rocky Knob Park

### *Overview:*

Beanstalk Journeys LLC will provide the installation, including design, construction, and operational equipment, for the following:



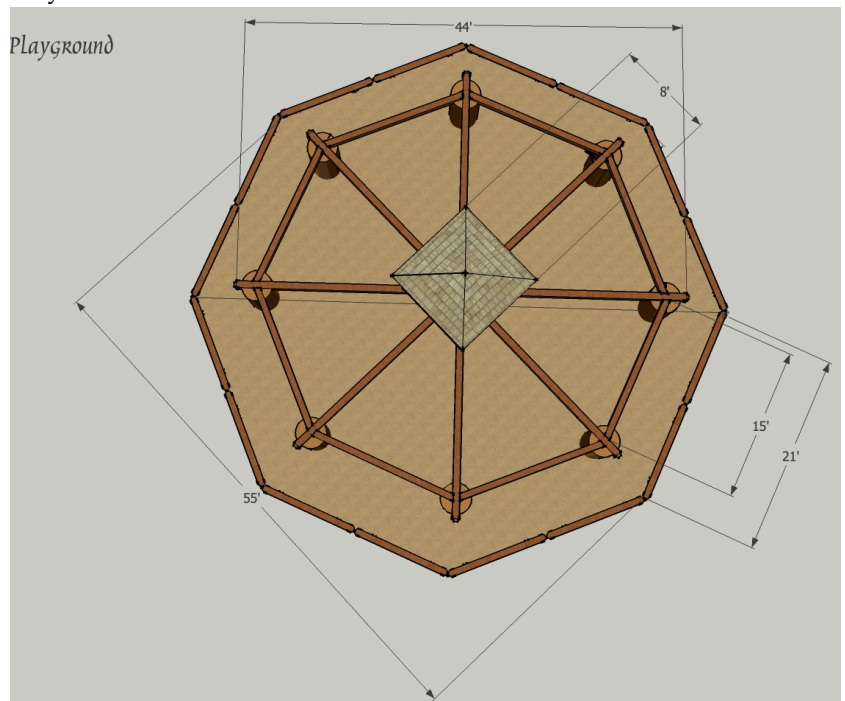
*Beanstalk Adventure Playground*

### *General description:*

*The Adventure Playground* offers over 300 feet of linear activity that provide different levels of challenge for kids, allowing them to work out while playing and having fun. Giant hemlock logs and 8x8 treated post compose the foundation of the structure, that sustains a large 8x8 tree house on top and provides the layout of initiatives below. A combination of one inch nylon rope, chain and craftsmen work provide an exciting arena for endless play. The design requires minimum maintenance and repair.

### *Design Specifications:*

- Nine Hemlock logs will be used for the structural foundation being connected by sixteen horizontal beams.
- A 60' x 60' flat area is required for the playground footprint, a separate 12'x24' flat area is required for the swing installation, this is to comply with ASTM section 9.4.1.
- The playground structure will be in compliance with ASTM safety standards for playground equipment for public use.
- Sixteen events made of one-inch nylon rope, chain, and treated wood, will be located in between the giant hemlocks, approximately 16 feet wide. The events provide full body workout in a fun and challenging way.
- An enclosed 8'x8' tree house will be located on top of the center log.
- Peripheral cribbing is provided to retain ground covering necessary for proper ground safety.
- Appropriate safety signage will be provided.
- Project completion time is 6 weeks from time of signed contract and receipt of first draw.



### **Key Personnel:**

The Beanstalk building team will consist of one project manager and two to three carpenters all who are beanstalk employees.

Caleb Elkins (project manager), has been building The Beanstalk Adventure Playground for us for 5 years. He has been a major part the creation and development of this truly unique design. Caleb has proven his system of building to be efficient and has 17 Beanstalk Adventure Playgrounds to represent his quality of work. Caleb has also has extensive experience working in the challenge course industry where he is continuously refining his rigging and craftsmen skills.

Sean Condron (Carpenter), also has experience building this design, and has been a key part of some of our major projects.

### **Warranty:**

Warranty: Beanstalk Journeys LLC. (BJ) warrants that the facility shall be free from structural defects and defects in workmanship under normal use and service, with the obligation of BJ under this warranty being limited to repairing and/or replacing any part of the goods which shall within two one year after the date of installation be determined defective.

Warranty repairs and materials shall be provided within 30-days after notification by the owner. BJ shall have no obligation to repair or replace any part of the goods damaged by normal wear and tear, misuse, vandalism, act of God or other cause not the act of Seller.

### **Maintenance:**

The design offers minimal maintenance. A yearly inspection is necessary in order to ensure longevity of the product. Beanstalk charges \$ 400,00 per inspection. That includes, structural analysis and any adjustment necessary on the events. After the inspection a written report will be provided for client's records.

### **Pricing:**

All portions for the design, installation and operational equipment will be provided.

<b>Beanstalk Adventure Playground</b>	<b>\$75,000.00</b>
---------------------------------------	--------------------

### **Terms:**

- 50% - \$37,500.00 - Deposit with the signed agreement.
- 30% - \$22,500.00 - Mid project withdraw.
- 20% - \$15,000.00 - Upon completion of construction and installation.

Yours in Adventure Education,



Mike Fischesser



**AGENDA ITEM 7:**

**REGISTER OF DEEDS SOFTWARE REQUEST**

**MANAGER'S COMMENTS:**

Register of Deeds, JoAnn Townsend, will present a request to award a contract to Courthouse Computer Systems, in the amount of \$16,250, to cover the remainder of Fiscal Year 2012 for annual software maintenance, including conversion costs, web hosting, e-recording, pre-1985 document search solution, and compliance of the indexing standards to become effective January 1, 2012. The full maintenance fee of \$32,500 will be locked-in for five years.

Ms. Townsend also requests the Board award an additional contract to Courthouse Computer Systems, in the amount of \$46,000, for on-site scanning of the indexes from 1872-1985.

The total annual request is \$62,250, however by changing vendors a \$25,000 cost savings can be realized, reducing the request to \$37,250. The \$37,250 may be allocated from the Register of Deeds Automation, Enhancement and Preservation Fund, per G.S. 161-11.3.

The County Attorney has reviewed both proposed contracts with Courthouse Computer Systems.

Board approval is requested.

# JOANN TOWNSEND

101811 BCC Meeting

REGISTER OF DEEDS  
WATAUGA COUNTY

To: Deron Geouque, County Manager  
Watauga County Board of Commissioners  
Nathan Miller, Chairman  
David Blust, Vice-Chairman  
James M. Deal, Jr.  
Tim Futrelle  
Vince Gable

From: JoAnn Townsend, Register of Deeds *JoAnn*

Subject: Recommendation for Software Change

Date: October 11, 2011

**Statement of Purpose:** Register of Deeds Minimum Indexing Standards becomes effective January 1, 2012. These standards take advantage of today's computer technology such as soundex, auto-completion, equivalencies, etc. These search aids are required to be available whether the search occurs in the office or on the website.

**Background:** The Register of Deeds current software provider is AmCad, a Virginia based company. Current yearly maintenance is \$32,500 with 5% yearly increases. Their quote to comply with the indexing standards is an additional \$25,000 per year.

**Summary Analysis:** Courthouse Computer Systems, located in Chapel Hill, North Carolina, provides software to 15 counties in North Carolina. Their quote for annual maintenance of \$32,500 includes conversion costs, web hosting, e-recording, pre-1985 document search solution as well as compliance of the indexing standards. The fee will be locked in with a 5 year contract. Their proposal, at my request, also includes on-site scanning for indexes from 1872-1985 for an additional \$46,000.

**Recommendations:** I respectfully request that Courthouse Computer Systems, contingent on contract approval, provide land records software to the Watauga County Register of Deeds office effective January 1, 2012.

**Budget Breakdown:**

\$16,250	Courthouse Computer Systems maintenance for 6 months
<u>\$46,000</u>	On-site scanning of indexes 1872-1985
\$62,250	
<u>\$25,000</u>	Current FY 10/11 Budget
\$37,250	Request funds from the Register of Deeds Automation, Enhancement and Preservation Fund (N.C.G.S. 161-11.3)

## **Courthouse Computer Systems-Software License and Support Agreement**

THIS AGREEMENT made by and between Courthouse Computer Systems, Inc. ("Licensor") and the Watauga County Register of Deeds office ("Licensee").

The "Agreement" covers data conversion, licensing, software support website maintenance, and microfilm conversion for a contract period of January 1, 2012 through June 30<sup>th</sup> 2016 as outlined below:

### **1. Definitions**

- 1.1. "Designated Environment" means the computer equipment currently in place in the office.
- 1.2. "Error" means a material failure of the Software to function in conformity with the Specifications.
- 1.3. "Licensed Copies" means the number of copies of the Software being licensed to the Licensee.
- 1.4. "Location(s)" means the Licensee office at 842 West King Street, Boone, NC 28607.
- 1.5. "Office" means the Watauga County Register of Deeds office.
- 1.6. "Software" refers to any of the supported software modules defined in section two of this Agreement.

### **2. Software Modules Included**

1. Document Recording and Cashiering
2. Document Indexing
3. Document Retrieval
4. Document Imaging
5. Internet Document Retrieval
6. Fee Reporting
7. Vital Records Management
8. Marriage License Issuance
9. Online Marriage Application (both Internet and Office Kiosk)
10. Image Redaction
11. E-Recording
12. User Accounting-including support of escrow accounts

Functionality incorporated within these software modules includes, but is not limited to:

1. The ability to easily export records in the system to an ASCII text file format to ensure forward compatibility without costly data conversion if the county decides to switch to a different software vendor at a later date. This guarantees complete safety and security by ensuring that your data will always be readable in the future. The Register of Deeds office can create and store these files on a daily basis.

2. The seamless integration of Point of Sale (POS) stations with the indexing system. The POS module operates as the office cash register by

controlling the cash drawer, printing receipts, and producing detailed ledger reports of all transactions.

3. The immediate accessibility of documents for in-office retrieval. If desired, original documents may be scanned immediately for viewing on retrieval stations throughout the office.

4. The automatic generation of monthly reports that reference the complete set of financial data maintained in the system.

5. The ability to print traditional index books on-demand.

6. The ability to print traditional document books on-demand.

7. The ability to back-index and back scan vital records.

8. The ability to back-scan document books.

9. Compliance with the existing North Carolina Standards for Indexing Real-Property documents as well as the new set of standards that will take effect January 1<sup>st</sup>, 2012.

10. Perform those functions and operate in compliance with all representations contained in Licensor's promotional literature.

### **3. Services Provided by Licensor**

1. Data Conversion-the Licensor will convert all existing document images. Licensor will also convert and load all indexing data from the existing software system. All document image conversion and computerized index data conversion will be conducted as part of the Agreement.

2. Website Maintenance- The Licensor will provide Internet hosting of Land Record Indexes and Images for the Licensee. The Licensee will have the capability to upload new index information and images on a daily basis.

3. Telephone Support- The Licensor will provide telephone numbers that can be used as needed by the Licensee for assistance regarding the supported Software Modules and services. Telephone support is available during normal business hours (8:00AM to 5:00PM Monday through Friday). Licensor responds to all telephone support issues based upon the criticality of the issue, with systems that are completely non-functional receiving highest priority. Licensor endeavors, but does not guarantee, to respond to all non-critical issues within one business day.

4. Remote Support-Licensor will provide remote on-line support for the software modules through direct broadband connectivity provided by the Licensee. Remote online support allows the Licensor to perform system troubleshooting and make certain updates or configuration changes more quickly. Licensor agrees that it shall use the method of Remote Access chosen by the Licensee. This method may be subject to change as determined by the Information Technology Director for Licensee.

5. Microfilm Copies- The Licensor will be responsible for regular creation of archival copies of documents by converting the scanned images into microfilm. Licensor will deliver microfilm copies to the North Carolina Department of Archives. Upon delivery of each batch of microfilm copies, Licensee will be sent confirmation of the individual books included in the batch.

6. Additional Services-The Licensor is available to provide additional services as needed at separately negotiated rates that are not included within the terms of this Agreement. These services include, but are not limited to, back-file document scanning, and making images of old index books electronically searchable.

7. Statutory Changes-If changes are required either by general statute or state guidelines, the licensor will make necessary software updates at no charge to ensure compliance.

#### **4. Licensee Responsibilities**

1. Licensee shall permit secured remote access to the Supported server and PC desktops in order for Licensor to provide service.

2. Licensee shall periodically complete a total backup of all databases maintained by the office.

3. Licensee shall permit free and full access, including secure remote access, to the Supported Hardware in order for Licensor to provide service.

4. Licensee shall provide equipment that is dependable and sufficient to meet the needs of the office.

5. Licensee shall provide remote connectivity, using a method of Licensee's choosing, so that Licensor can securely connect to the network and access individual machines in the Register of Deeds office to provide support.

#### **5. Licensor Responsibilities**

1. Licensor shall protect any of the Licensee's confidential information and shall not disclose any of the Licensee's information, public or private, to any third party without written consent from the Watauga County Register of Deeds.

2. While the Licensor is connected to Watauga County over VPN, the Licensor shall protect the County network by maintaining current antivirus software and updates on any connecting PC's and not attempting to connect to any PC's or servers on the Watauga County network that are not PC's or servers used by the Register of Deeds office.

3. Licensor shall not disclose any of Watauga County's network or authentication information to third parties without the written consent of the Watauga County Information Technologies Director.

4. Licensor shall not change any security settings on PC's or servers without the written consent of the Watauga County Information Technologies Director. Security settings may include but are not limited to the creation of network shares, firewall settings, user group assignment, and folder or registry permissions.

#### **6. Loaner Equipment**

During the installation of software in the office, the Licensor may loan computer equipment to assist in the transition. All equipment provided by the Licensor remains the property of the Licensor. Any loaner equipment provided by the Licensor will be done so free of charge.

## **7. Software License**

Licensor grants Licensee a non-exclusive, non-transferable license to use up to sixteen copies of the Software and Documentation solely for its internal operations at the Location(s) and on the Designated Environment for the term of this Agreement. All Software and Documentation remains the property of the Licensor. Licensee agrees to not make unauthorized copies of the Software and Documentation.

## **8. Proprietary Rights**

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software or Documentation are and shall remain the property of the Licensor, and nothing in this Agreement should be construed as transferring any aspect of such rights to the Licensee.

## **9. Confidentiality**

### **9.1 Confidential Information**

“Confidential Information”, shall mean the Software, Documentation, and terms and conditions of this Agreement. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than office or county employees with a need to know such confidential information to perform employment responsibilities consistent with Licensee’s rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information and in a manner conforming to industry standards, whichever is greater.

### **9.2 Unauthorized Disclosure**

Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of Confidential Information, or any other breach of confidentiality and shall fully cooperate with the efforts of Licensor to regain possession of the Confidential Information and to prevent the further prohibited use or disclosure of the Confidential Information.

## **10. Warranty**

Licensor represents to Licensee that: (1) during the Agreement Period, the Software shall operate without any Errors; and (2) upon notification to Licensor during the Agreement Period of any errors, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct such Errors which are reproducible and verifiable by Licensor. Licensor further warrants that the Software will perform its intended purpose and shall comply with all representations made in its promotional literature.

## **11. Price**

For the Software License and Implementation Services outlined in this Agreement, Licensee agrees to pay Licensor and initial fee of \$16,250.00 annual maintenance from January 1 to June 30, 2012. Annual maintenance and support will be provided for a fee of \$32,500 and no cents. Licensor will provide up to 60 hours of initial data conversion and software customization as part of this agreement free of charge. The Licensor agrees that the annual maintenance and support fee for the services outlined in this Agreement will not increase for the duration of the Agreement.

Annual maintenance for e-recording will be billed at an additional annual fee of \$2,000.00.

## **12. Optional Additional Services**

### **12.1 Converting Images to Microfilm**

Licensor will convert digital document images onto microfilm and will deliver this film to North Carolina State Archives. The cost of converting to microfilm will be .05 per image.

### **12.2 Customization and Extensive Data Conversion**

Additional time allotments for initial data conversion and software customization are available on a time and materials basis of \$110 per hour.

## **13. Term and Termination of Agreement**

### **13.1 Termination and Remedy**

Licensee may terminate the Agreement without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which is not remedied within thirty days of Licensee's notice to Licensor of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts that are already accrued and owing or which Licensee has agreed to pay.

### **13.2 Breach**

The Licensor may terminate this Agreement, without prejudice to any other remedy Licensor may have, immediately without further obligation to Licensee, in the event of any breach by Licensee, which cannot be remedied within thirty days of Licensor's notice to Licensee of the breach and Licensor's intent to terminate the License.

### **13.3 Cessation of Use**

Upon Termination of this Agreement, Licensee will cease using the Software and Documentation and return all copies of the Software, Documentation, and all other Confidential Information in its possession or

destroy all copies of such materials residing in computer memory. Licensor shall be entitled to enter the Location(s) to repossess any Software, Documentation, and any other Confidential Information, so long as such repossession does not compromise the future ability of the Register of Deeds to access and retrieve electronic records in accordance with the statutory duties of the Register of Deeds. Licensee shall, within thirty days from the effective date of termination, certify in writing that all copies of the Software and Documentation have been returned, deleted and destroyed.

#### **13.4 Non-Appropriation**

Licensor acknowledges that Licensee is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriate for the performance of Licensee's obligations under this contract, then this contract shall automatically expire without penalty to Licensee thirty (30) days after written notice to Licensor of the unavailability and non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the Licensee's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Licensee's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Licensee upon written notice to Licensor of such limitation or change in Licensee's legal authority.

#### **14. Renewal**

This Agreement will renew automatically for subsequent terms of one year. Licensor shall notify Licensee sixty days in advance of the renewal date of any changes to the Agreement. Acceptance will be assumed if the Licensee does not notify Licensor at least thirty days prior to the renewal date.

#### **15. Validity**

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

#### **16. Survival**

Sections 7, 8 and 9 shall survive the termination of this Agreement for any reason.

#### **17. Entire Agreement**



This Agreement and its schedules and Addendums comprise the entire Agreement between the parties for licensing and support and is not subject to change or modification except by written Agreement signed by both parties.

**18. Assignment**

Neither party may assign this agreement without the written consent of the other party to this Agreement.

LICENSOR:

LICENSEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Nathan A. Miller  
Chairman, Watauga County  
Commissioners

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Anita Fogle  
Clerk to the Board

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

\_\_\_\_\_  
Margaret Pierce  
Watauga County Finance Officer

## **Courthouse Computer Systems - Agreement for Scanning Services**

THIS AGREEMENT made by and between Courthouse Computer Systems, Inc. ("Provider") and the Watauga County Register of Deeds office ("Customer").

The "Agreement" sets forth the terms and conditions under which Provider will provide document scanning services to Customer. Licensing and support for custom developed software to make the scanned images searchable online is contained within a separate agreement.

### **1. Definitions**

1.1. "Materials" means the sixty-four Grantor and Grantee index Books COVERING THE TIME PERIOD OF 1872-1985 that will be scanned.

1.2. "Location(s)" means the Customer office at 842 West King Street, Boone, NC 28607.

1.3. "Office" means the Watauga County Register of Deeds office.

### **2. Document Scanning Services.**

During the term of this Agreement, Courthouse Computer Systems will perform the digital scanning of sixty-four Grantor and Grantee Index Books to make these books electronically searchable through Courthouse Computer Systems integrated Online Index Books search functionality. Every page that contains index information will be scanned and individually reviewed. Poor quality images will be digitally enhanced as necessary or rescanned as required to ensure that the output images are of high quality. In the event that pages exist in the index book at the time of initial scanning but are inadvertently skipped and not scanned, Courthouse Computer Systems will be responsible for scanning the missing pages and integrating them so that the Online Index Books function without gaps or problems.

Courthouse Computer Systems will perform all document scanning onsite. The original Materials will remain on Customer's premises at all times. Courthouse Computer Systems will setup its scanning equipment in the Customer's workplace. Quality assurance and image enhancement may occur onsite or offsite using the digital representation of the original Material. The quality of the images prepared shall be done to the satisfaction of the Watauga County Register of Deeds.

Provider shall use best efforts to ensure that the original documents of the Register of Deeds are not damaged during the term of this Agreement by Provider or its agents. Provider will establish the search-ability of the database of these records to the satisfaction of the Register of Deeds.

### **3. Pricing and Payment.**

Courthouse Computer Systems will perform the scanning and configuration for online searching for a total price of \$46,000 and no cents. This fee will be divided into three installments of \$15,333, \$15,333, and \$15,334 respectively.

The first installment will be invoiced when 40% if this contract is complete. The second installment will be executed after Courthouse Computer Systems has notified the Customer that they have completed 80% of the project. The third installment will be invoiced after the project has been completed and the Customer agrees that the services performed met their expectations. Customer agrees to pay all invoices within thirty (30) days of receipt.

PROVIDER:

CUSTOMER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Nathan A. Miller  
Chairman, Watauga County  
Commissioners

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Anita Fogle  
Clerk to the Board

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

\_\_\_\_\_  
Margaret Pierce  
Watauga County Finance Officer

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**AGENDA ITEM 8:**

**MAINTENANCE MATTERS**

***A. Bid Award Request for Roof Repairs to Health Department and Library Buildings***

**MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will request the Board award a contract to LaFave's Construction Company, Inc., for the replacement of gutters and the installation of a new snow retention system at the Health Department in the amount of \$22,445. Mr. Marsh also requests the acceptance of LaFave's Construction's recommendation to add SnoClips™ to the Library snow retention system at a cost of \$2,983.

In 2010, the County's insurance provider paid the claim for the repair of the existing snow retention system at the Health Department due to several failures since the building was constructed in 2003. With a carryover purchase order of \$13,600 available, \$11,828 will be allocated from the Maintenance Department's budget to fund the project.

Board action is requested to award the contract to LaFave's Construction Company, Inc., in the amount of \$25,428, contingent upon the County Attorney's review.



# WATAUGA COUNTY

## MAINTENANCE DEPARTMENT

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

TO: Deron Geouque

FROM: Robert Marsh, Maintenance Director *RJM*

SUBJECT: Health Department and Library Roof Repairs

DATE: October 5, 2011

### BACKGROUND

The Health Department snow retention system has experienced several failures since being built in 2003. The existing system does not have adequate strength to resist the weight of the snow that accumulates on the roof. When a failure occurs, snow, ice and the aluminum rods will fall 25' from the roof creating a dangerous situation for anybody in the path of the falling objects. In 2010 the County's insurance provider paid the County for the repair of the existing system. I recommend replacement of this system rather than repairing the existing system due to its history of being unreliable.

The Library gutters became loose from the building after accumulating a large amount of ice last winter. The existing gutter system is constructed of copper and is vulnerable to damage. The snow retention system on the building works well, however it can be improved with the addition of SnoClips™.

The Maintenance Department received two responses to the "Request for Proposals" advertisement that was published in the Watauga Democrat on September 25, 2011. This RFP included repairs/replacement to the snow retention systems and gutters at the Health Department and Library.

### RFP SUMMARY

Company	Library Gutter Repair	Library Gutter Replacement	Library SnoClips	Health Department
LaFave's Construction Landis, NC	\$4,499	\$6,749	\$2,983	\$15,696
CityScope Roofing Clairmont, NC	\$6,037	\$30,326	N/A	\$34,325

I recommend the low bidder, Lafave's Construction, for the performance of this work. Lafave's price of \$22,445 includes replacement of the Library gutters with a new box type gutter system and the installation of a new ColorGuard™ S-5 snow retention system at the Health Department. Cityscape has priced the same work in their proposal for \$64,651. Lafave's has recommended that SnoClips™ be added to the Library snow retention system at a cost of \$2,983. I am in agreement that the SnoClips™ would improve the performance of the existing snow retention system and thereby help to protect the gutters from snow and ice damage. Lafave's will be mobilized to Boone during the week of October 10<sup>th</sup> to work on the new Watauga High School. I would like to have them perform this work immediately after the work at the high school is finished.

#### Budget Impact

The total cost of the work recommended is \$25,428. There is \$13,600 in a carryover purchase order for this repair. An additional \$11,828 can be moved from the Maintenance Miscellaneous Budget line to cover the balance of this work.

Please call me if you have questions or concerns about this matter.



# LaFave's Construction Company, Inc.

General Contractors

## PROPOSAL

Date: 10/4/11

Project: Watauga County Repairs  
Owner: Watauga County

### Watauga County Health Department

#### Included:

1. Repair damaged gutter & gutter hangers.
2. Install approximately 70 lineal feet of new prefinished metal gutters to match existing gutter as closely as possible. This is in the area where existing gutter cannot be repaired beyond repair.
3. Install new gutter hangers where new gutter is installed.
4. Remove existing snow guard system.
5. Install one row of new S-5 ColorGuard snow retention system with SnoClips (at each panel) along entire perimeter of the building. ColorGuard system to have 24 gauge pre-finished metal installed to match color of existing roof panels as closely as possible.
6. All required labor, equipment, supervision, etc. to perform the above described work.

#### Excluded:

1. Anything not specifically mentioned above.

Pricing: \$ 15,696.00

### Watauga County Library

#### Included:

1. Repair damaged gutter & gutter hangers.
2. Adequately secure gutter hangers to existing structure.
3. All required labor, equipment, supervision, etc. to perform the above described work.

#### Excluded:

1. Anything not specifically mentioned above.

Pricing: \$ 4,499.00



**Alternate # 1:**

1. Remove existing gutters.
2. Install new 24 gauge pre-finished metal box gutter.
3. Existing downspouts to be re-used.

**Pricing:****\$ 6,749.00****Alternate # 2:**

1. Install Snoclips by ColorGuard onto existing snow retention system at all panels. We recommend this be done to adequately control the ice and snow sliding off the panels and damaging the gutter. The existing snow retention system is in excellent shape and only needs snowclips added to function properly.

**Pricing:****\$ 2,983.00****General Conditions:**

1. LaFave's Construction Company, Inc. (LCC) will cooperate with the owner to prepare a realistic schedule for this work and will be bound by the mutually agreed upon results. LCC will not be bound by a schedule prepared by others with no input from LCC.
2. LCC will bill for materials delivered plus work completed between the 25<sup>th</sup> and 30<sup>th</sup> of every month. The owner will pay LCC for this work within 30 days of receipt of LCC's invoice. If LCC's monthly invoice is not disputed within 5 working days from receipt by the owner, it will be paid within the time limits described above.
3. The owner will provide adequate storage space within 200 yards of where the work will take place, at no cost to LCC.
4. LCC will be provided with electric power adequate to handle the necessary power tools to perform this work at no cost to LCC. This power will be within 300 feet of the location of the metal roofing work.
5. LCC will turn over all removed materials to the owner for his use, storage or disposal.
6. This proposal is good for 30 days.

**Contact:**

Contact Chris Crider with any questions.

Chris Crider

- 1) Office - (704) 857-1171
- 2) Fax - (704) 857-1172
- 3) Cell - (704) 791-0242
- 4) Email - ccrider@lafavesconst.com



4260 East NC Hwy 10/ Claremont, NC 28610  
 Phone: 828-241-4747 Fax: 828-241-4755  
[www.cityscaperroofing.com](http://www.cityscaperroofing.com)

### FACSIMILE

Date: 9/28/2011

Fax Number: 1-828-264-1423<sup>3067</sup>

To: Watauga County

Attention: Mr. Robert Marsh

From: J. Solomon

Pages: 4

Re: Robert,

The following proposals are for review per bid request.  
 There is an alternate for the replacement of gutter  
 © the library

Thanks  
 Johnny L. Solomon



**Johnny Solomon**  
 Service Manager

4260 East NC Hwy 10  
 Claremont, NC 28610  
 email: [jsolomon@cityscaperroofing.com](mailto:jsolomon@cityscaperroofing.com)  
[www.cityscaperroofing.com](http://www.cityscaperroofing.com)  
 Phone: 828-241-4747  
 Fax: 828-241-4755  
 Cell: 828-217-0285



# PROPOSAL

PO Box 639 Claremont, North Carolina 28610  
(828) 241-4747 \* (828) 241-4755 fax

TO: Watauga County

Attn: Robert Marsh

Fax: 1-828-264-1473

Date: 10/04/2011

(ALTERNATE PROPOSAL)

We hereby submit specifications and estimates for: (Watauga County Library Gutter Replacement)

- 1.) Remove existing gutter system including down spouts.
- 2.) Install new box gutter system including inside brackets, downspouts, elbows, kicks etc.
- 3.) Remove all work related debris from roof and dispose of properly.

**NOTE:** Gutter and downspout color to match existing metal roof panel color as closely as possible.

WE PURPOSE hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

Thirty thousand three hundred twenty six dollars and 0/100 (\$30,326.00)

Payment to be made as follows:

PROGRESS PAYMENTS UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



# PROPOSAL

PO Box 639 Claremont, North Carolina 28610  
(828) 241-4747 \* (828) 241-4755 fax

TO: Watauga County  
Attn: Robert Marsh

Fax: 1-828-264-1473

Date: 10/04/2011

(BASE PROPOSAL)

We hereby submit specifications and estimates for: (Watauga County Library Gutter Repair)

- 1.) Repair existing damaged copper gutter hangers and gutter as needed to restore gutter system to normal working condition.
- 2.) Remove all work related debris from roof and dispose of properly.

**NOTE: Any other work not outlined within the above proposal shall be excluded.**

**WE PURPOSE** hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

**six thousand thirty seven dollars and 0/100 (\$6,037.00)**

Payment to be made as follows:

**PROGRESS PAYMENTS UPON COMPLETION.**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature: *John Lane* 10/4/2011

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



# PROPOSAL

4260 East NC Hwy 10 / Claremont, North Carolina 28610

Ph: (828) 241-4747 \* Fax: (828) 241-4755

[jsolomon@cityscaperroofing.com](mailto:jsolomon@cityscaperroofing.com)

TO: Watauga County  
Attn: Robert Marsh

Fax: N/A

Date: 10/04/2011

We hereby submit specifications and estimates for: (Watauga County Health Dept Snow Rail Install & Damaged Gutter Replacement) – (Boone, NC)

- 1.) Remove existing snow rail system and dispose of properly.
- 2.) Install new S-5 snow rail retention system per mfg specs. Color strip to match existing metal panel color as closely as possible. Each side of the upper roof shall have (2) ea snow rails installed. One rail at the lower part of the roof and one rail toward the upper part of the roof.
- 3.) Install new S-5 snow rail retention system on the lower metal covered roofs per mfg specs at (1) ea rail per roof.
- 4.) Remove approx 60lf of damaged gutter on the west side of the building and replace with new. Color to match existing as closely as possible.
- 5.) Remove our work related debris and dispose of properly.

Note: The snow rail system shall not have snow clips installed. The system shall be a rails system only.

Note: Any other work not outlined within the above proposal shall be exempt.

WE PURPOSE hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

thirty four thousand three hundred twenty five dollars and 0/100 (\$34,325.00)

Payment to be made as follows:

PROGRESS PAYMENTS UPON COMPLETION

If material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature: JJ [Signature] 10/4/2011

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

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**AGENDA ITEM 8:**

**MAINTENANCE MATTERS**

***B. Bid Award Requests for Courthouse/Law Enforcement Center Renovations***

**MANAGER'S COMMENTS:**

Mr. Marsh will request the Board award a contract to the low bidder, Dallas Lawrence Construction, in the amount of \$4,345.25 for renovations to the Law Enforcement Center due to the recent relocation of the Sheriff's Office Civil Division to the Courthouse. The Sheriff has requested the room previously occupied by the Civil Division be divided into two offices by installing a partition wall and door.

Included in the quote is the Board of Elections request to remove the prosecuting and defense tables from the downstairs courtroom during One-Stop Voting. The tables are currently hardwired for both electricity and data and, therefore, cannot be moved without the installation of two floor outlets which will involve concrete demolition, carpet patching and electrical work.

Board action is requested to award the contract to Dallas Lawrence Construction in the amount of \$4,345.25 contingent upon the County Attorney's review.



## 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: Courthouse/LEC Renovations

DATE: October 11, 2011

### BACKGROUND

The Sheriff's Office moved their Civil Division out of the Law Enforcement Center into the space previously occupied by the IT Department by the ground floor entrance in the Courthouse. The Sheriff has requested that Office #402 in the Law Enforcement Center be divided into two offices by the addition of a new partition wall and door.

The renovation to the ground floor courtroom was requested by Board of Elections to allow the removal of the prosecuting and defense tables for One-Stop Voting. Currently, the two tables are hardwired for electricity and data and cannot be moved. In order for the tables to be moved, two floor outlets will need to be installed and this will involve concrete demolition, carpet patching and electrical work.

Four contractors were contacted to submit pricing for these projects. Three submitted pricing as summarized below.

BID SUMMARY			
BIDDER	LAW ENFORCEMENT CENTER	GROUND FLOOR COURTROOM	TOTAL
Houck Contracting Hickory, NC	\$4,970.00	\$1,070.00	\$6,040.00
Greene Construction Boone, NC	\$7,548.00	\$3,292.00	\$10,840.00
Lawrence Construction Boone, NC	\$3,413.55	\$931.70	\$4,345.25
Ronnie Jones Construction Boone, NC	No Response	No Response	



**RECOMMENDATION**

Staff recommends the low bidder, Dallas Lawrence Construction for this project.

**BUDGET IMPACT**

Both of these projects are unfunded in FY 2011-12 and money will need to be identified from a source or use the Maintenance Miscellaneous budget line.

Please let me know how you wish to proceed.

.



## Houck Contracting LLC

184 Pleasant Pointe Drive  
 Hickory, NC 28601  
 Ph: (828) 495-8595  
 Fax: (828) 495-8592

## Estimate

DATE	ESTIMATE ...
9/21/2011	7034

NAME / ADDRESS
Watagua Co/Old Civil Office Revised for Turn Key Atten: Robert Marsh Doug Austin

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
To construct a new wall as specified to be 11'2" in length and to extend thru the ceiling an additional 6" to 12" above existing ceiling height. To frame with metal studs and furnish and install 5/8" drywall on both sides. Wall to be insulated. Finish the drywall to make ready to paint. Install customer furnished base. Rework the ceiling to the new wall with new ACT trim. Cut opening in wall at the specified area to install a new doorway to the new office. Furnish and install a new 3'0" x 7'0" oak door and hollow metal knock down frame. Hardware to be Schlage mortise to match existing. To patch the floor with customer furnished carpet where the doorway is cut into the wall. Install new vinyl base on each side of the new wall. To add one receptacle on each side of the new wall. To add one light switch at the new door location. Rewire the lights to work on separate switches per room. Add one quad box with conduit up thru the ceiling for the Data and Phone wiring by others in each room. To properly prepare and paint the new walls two coats, remaining walls one coat, the new frame two coats and the existing frame one coat, and to finish the new door to match the existing. Labor and materials.	1	4,970.00	4,970.00
Thank you for the opportunity to quote this project for you.			<b>TOTAL</b>



# Houck Contracting LLC

184 Pleasant Pointe Drive  
 Hickory, NC 28601  
 Ph: (828) 495-8595  
 Fax: (828) 495-8592

## Estimate

DATE	ESTIMATE ...
9/21/2011	7034

NAME / ADDRESS
Watagua Co/Old Civil Office Revised for Turn Key Atten: Robert Marsh Doug Austin

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Thank you for the opportunity to quote this project for you.		<b>TOTAL</b>	\$4,970.00



## Houck Contracting LLC

184 Pleasant Pointe Drive  
 Hickory, NC 28601  
 Ph: (828) 495-8595  
 Fax: (828) 495-8592

## Estimate

DATE	ESTIMATE ...
9/19/2011	7031

NAME / ADDRESS
Watagua/Courthouse Electrical Atten: Robert Marsh

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
To disconnect the electrical wiring and the data wiring at the two locations in the courtroom. To remove an area of the carpet approximately 12" x 12". To cut the concrete out in the two specified locations and add the customer furnished electrical boxes and wire in the outlets and the data wiring. To fill in with concrete around the new boxes and the areas where the wires were removed from. To patch and level around the new boxes and install new customer furnished carpet to complete the work. The cutting of the concrete will be performed after hours. Labor and materials.	1	1,070.00	1,070.00
Thank you for the opportunity to quote this project for you.			<b>TOTAL</b> \$1,070.00

# PROPOSAL

## GREENE CONSTRUCTION, INC.

525 George Wilson Rd.  
Boone, NC 28607

PROPOSAL SUBMITTED TO <b>Watauga County</b>		PHONE	DATE <b>10/10/2011</b>
STREET		JOB NAME <b>Courthouse</b>	
CITY, STATE AND ZIP CODE		JOB LOCATION <b>Boone, NC</b>	
DESIGNER	DATE OF PLANS		

We hereby submit specifications and estimates for:

**Install new electrical boxes in floor in the courtroom**

- 1) Cut back existing carpet for new electrical boxes
- 2) Cut existing concrete slab for new boxes
  - a) owner to mark location of new boxes
- 3) Demolition and disposal of concrete slab
- 4) Install new electrical boxes
  - a) new boxes to be provided by owner
- 5) Connect wiring to new boxes
- 6) Pour floor back around the new boxes
- 7) Repair flooring
  - a) owner to provide carpet material

**Note:**

- 1) This price includes material and labor for the above work
- 2) This price doesn't include any fees for permitting



We PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Three Thousand Two Hundred Ninety Two Dollars and 00/100**

Dollars: **\$3,292.00**

Payment to be made as follows:

**End of each month based on completed work**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMANS COMPENSATION INSURANCE.

**AUTHORIZED SIGNATURE** \_\_\_\_\_

NOTE THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE

DATE OF ACCEPTANCE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

# PROPOSAL

## GREENE CONSTRUCTION, INC.

525 George Wilson Rd.  
Boone, NC 28607

PROPOSAL SUBMITTED TO <b>Watauga County</b>		PHONE	DATE <b>10/10/2011</b>
STREET		JOB NAME <b>Law Enforcement Center</b>	
CITY, STATE AND ZIP CODE		JOB LOCATION <b>Boone, NC</b>	
DESIGNER	DATE OF PLANS		

We hereby submit specifications and estimates for:

**Build new partition wall in existing office to divided the room into two offices**

- 1) Remove existing ceiling grid and tile needed for construction of new wall
- 2) Build new partition wall using metal framing
  - a) walls to be built using 3-5/8" wide framing
- 3) Install sound batt insulation in new wall
- 4) Install two electrical outlets on each side of the partition wall
- 5) Install one data outlet on each side (conduit and boxes only)
  - a) owner to provide data wiring
- 6) Install 1/2" gwb on both sides of the wall taped and finished
- 7) Paint all walls in new rooms
- 8) Install rubber base on new partition wall to match existing base
- 9) Repair ceiling (reusing existing ceiling material)
- 10) Cut in new door into existing wall in back office

**Note:**

- 1) This price includes material and labor for the above work
- 2) This price doesn't include any fees for permitting
- 3) All mechanical, sprinkler, and fire alarm work by owner



**WE PROPOSE** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Seven Thousand Five Hundred Forty Eight Dollars and 00/100**

Dollars: **\$7,548.00**

Payment to be made as follows:

**End of each month based on completed work**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE.

**AUTHORIZED SIGNATURE** \_\_\_\_\_

NOTE THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

**ACCEPTANCE OF PROPOSAL**

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE

DATE OF ACCEPTANCE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

# Proposal

Dallas Lawrence Construction  
4844 Hwy. 105 South  
Boone, NC, 28607  
828-963-7200

Date: 10/10/11  
To: Robert Marsh  
Of (company): Watauga County  
City, State, ZIP: NC,28607  
Good until:  
Project name: Law enforcement bldg.

We propose to furnish all material and perform all labor necessary to complete the following:

- 1- Install new wall approx. 12' long with 5/8" drywall on each side.
- 2-Patch ceiling and ceiling grid on each side of wall.
- 3-Install 2 receptacles and 1 data drop on each side of new wall.
- 4-Install new 3'0"x7'0" steel door frame with wood door to match existing.
- 5-Paint both rooms that the new wall created.
- 6-Install vinyl baseboard on new wall each side (match existing)

Job site to be left clean by DLC  
Note: No HVAC or sprinkler work has been figured into this bid.

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of: \$3,413.55 Dollars

Payments to be made as follows: When job is completed

Contractor's signature: Dallas Lawrence

Acceptance of proposal The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Proposal

Dallas Lawrence Construction  
4844 Hwy. 105 South  
Boone, NC, 28607  
828-963-7200

Date: 10/10/11  
To: Robert Marsh  
Of (company): Watauga County  
City, State, ZIP: NC,28607  
Good until: \_\_\_\_\_  
Project name: Court House

We propose to furnish all material and perform all labor necessary to complete the following:

1- Install 2 new floor receptacle boxes in lower level of court house.

Rough-in boxes will be supplied by Watauga County.

Carpet to be patched and job to be left clean by DLC.

We propose to furnish material and labor, complete in accordance with above specifications, for the  
sum of: \$931.70 Dollars \_\_\_\_\_

Payments to be made as \_\_\_\_\_ When job is completed  
follows: \_\_\_\_\_

Contractor's  
signature:

Dallas Lawrence

Acceptance of proposal The above price, specifications and conditions are satisfactory and are hereby  
accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner's  
signature: \_\_\_\_\_

Date: \_\_\_\_\_



**AGENDA ITEM 9:**

**FINANCE MATTERS**

*A. Budget Amendments*

**MANAGER'S COMMENTS:**

Ms. Margaret Pierce will review budget amendments as included along with an additional amendment that will be presented at the meeting. The additional amendment is a result of actions taken at the October 13, 2011, special meeting regarding New River Service Authority issues.

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: October 11, 2011

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

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300-352100	Criminal Justice Partnership Program		\$64,139
105210-469820	CJPP Grant	\$64,139	

To recognize Department of Corrections grant funds. These funds require no County match and are a pass-through grant to fund a program for substance abuse treatment for parolees.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103586-332004	State Senior Center Funding		\$16,274
105550-426000	Office Supplies	\$1,500	
105550-429200	Program Supplies	\$4,824	
105550-431200	Travel-Subsistence	\$ 500	
105550-431300	Client Transportation	\$3,000	
105550-432100	Telephone	\$ 800	
105550-432500	Postage	\$ 200	
105550-434100	Printing	\$ 450	
105550-469514	Contracted Services-Instructors	\$5,000	

Per Board action 10-4-11; to recognize the award of the State Senior Center funding for aging services at the Lois E. Harrill Center and the Western Watauga Community Center. Required matching funds are present in the Project on Aging budget.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103991-399102	Rural Ctr Water Interconnect Grant	\$108,535	
104199-469510	Rural Ctr Water Interconnect Grant		\$108,535

Per Board action 10-4-11, to reduce grant per revised agreement due to project savings.

**AGENDA ITEM 9:**

**FINANCE MATTERS**

***B. Bid Award Request for Surplus Property***

**MANAGER'S COMMENTS:**

Ms. Margaret Pierce will review bids received through GovDeals.com for the purchase of real property recently surplused by the County. The property was donated to the County and is located at 103 Windridge Road, Charter Hills, Lot D-32, Beech Mountain, NC. The highest bid was submitted by Mr. Thomas O'Connell, in the amount of \$8,510.01, with the appropriate deposit. A list of all bids will be presented for review. Closing is to occur within 60 days and all closing costs will be paid by the purchaser.

Board action is requested to accept the high bid from Mr. Thomas O'Connell in the amount of \$8,510.01.



# WATAUGA COUNTY

## FINANCE OFFICE

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



### MEMORANDUM

TO: Deron Geouque, County Manager  
FROM: Margaret Pierce, Finance Director  
SUBJECT: Sale of Real Property  
DATE: October 12, 2011

Per the Resolution approved by the Board of Commissioners on September 6, 2011, property located at 103 Windridge Road, Charter Hills, Lot D-32, Beech Mountain, NC has been advertised and bids received. The list of bids is attached. The high bid of \$8,510.01 was offered by Thomas O'Connell of 517 Schultz Road S, Sealy, TX. The bid deposit of \$500 was received from Mr. O'Connell on October 5, 2011. This property was donated to Watauga County by the Estate of Weston Olberg in 2010. The property is approximately .36 acres and can be referenced at PIN #1950-46-8323-000.

Acceptance of the high bid of \$8,510.01 is required to finalize the sale of the property and is recommended by staff. Closing is to occur within 60 days and all closing costs will be paid by the purchaser.

Board action on the sale of property is requested.

 <p><b>GovDeals</b> A Liquidity Services Marketplace</p>	<p><b>Current User: Margaret Pierce</b> Session timeout in 59:47</p>	 <p>Live Chat Offline</p>	<p><a href="#">Site Map</a> <a href="#">Logout</a></p>
-----------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------

- |                             |                                 |                              |                              |                               |                             |                                  |                                     |                                      |
|-----------------------------|---------------------------------|------------------------------|------------------------------|-------------------------------|-----------------------------|----------------------------------|-------------------------------------|--------------------------------------|
| <a href="#">HOME</a>        | <a href="#">ASSETS</a>          | <a href="#">TIERS</a>        | <a href="#">SECURITY</a>     | <a href="#">REPORTS</a>       | <a href="#">INFORMATION</a> | <a href="#">HELP</a>             |                                     |                                      |
| <a href="#">Blank Asset</a> | <a href="#">Asset Locations</a> | <a href="#">Modify Asset</a> | <a href="#">Bill of Sale</a> | <a href="#">Auction Dates</a> | <a href="#">Bid Awards</a>  | <a href="#">Previous Results</a> | <a href="#">Bill of Sale Maint.</a> | <a href="#">Special Instructions</a> |

**Bid history for 103 Windridge Road, Beech Mountain, NC**  
**Auction Start Date: 09/27/2011 10:10 AM**  
**Auction End Date: 10/04/2011 3:00 PM**  
**Asset ID: 840**

Userid	Bid Date/Time	Bid Amount
259173562	10/04/2011 2:59:48 PM	\$8,510.01
dmac1957	10/04/2011 2:59:48 PM	\$8,500.01
259173562	10/04/2011 2:59:33 PM	\$7,510.01
dmac1957	10/04/2011 2:59:33 PM	\$7,500.01
259173562	10/02/2011 9:03:55 PM	\$5,450.67
gatelyn03	10/02/2011 9:03:55 PM	\$5,440.67
gatelyn03	10/02/2011 10:54:53 AM	\$5,411.00
259173562	10/02/2011 10:54:53 AM	\$5,401.00
259173562	09/30/2011 12:14:15 PM	\$5,310.00
ANDOLINA	09/30/2011 12:14:15 PM	\$5,300.00
ANDOLINA	09/29/2011 10:29:22 PM	\$5,211.00
259173562	09/29/2011 10:29:22 PM	\$5,201.00
259173562	09/29/2011 10:28:46 PM	\$5,090.00
ANDOLINA	09/29/2011 10:28:46 PM	\$5,080.00
259173562	09/29/2011 10:28:23 PM	\$5,070.00
ANDOLINA	09/29/2011 10:28:23 PM	\$5,060.00
259173562	09/29/2011 10:27:55 PM	\$5,050.00
ANDOLINA	09/29/2011 10:27:55 PM	\$5,040.00
259173562	09/29/2011 10:27:19 PM	\$5,030.00
ANDOLINA	09/29/2011 10:27:19 PM	\$5,020.00
259173562	09/27/2011 9:18:22 PM	\$5,010.00
ANDOLINA	09/27/2011 9:18:22 PM	\$5,000.00
ANDOLINA	09/27/2011 9:18:01 PM	\$4,611.00
259173562	09/27/2011 9:18:01 PM	\$4,601.00
ANDOLINA	09/27/2011 1:32:36 PM	\$4,110.00
259173562	09/27/2011 1:32:36 PM	\$4,100.00
259173562	09/27/2011 1:11:55 PM	\$4,010.00
ANDOLINA	09/27/2011 1:11:55 PM	\$4,000.00
ANDOLINA	09/27/2011 1:11:29 PM	\$3,611.00
259173562	09/27/2011 1:11:29 PM	\$3,601.00
ANDOLINA	09/27/2011 1:11:03 PM	\$3,260.00

259173562	09/27/2011 1:11:03 PM	\$3,250.00
ANDOLINA	09/27/2011 11:59:28 AM	\$3,010.00
jpavital	09/27/2011 11:59:28 AM	\$3,000.00
jpavital	09/27/2011 11:59:04 AM	\$2,510.00
ANDOLINA	09/27/2011 11:59:04 AM	\$2,500.00
jpavital	09/27/2011 11:14:23 AM	\$1,500.00

For Support, contact your CSR: Scott Starcher (919-802-6800) or call 800-613-0156 from 9 am - 6 pm ET or email Support.

Watauga County, NC (ID: 1244) - S3

**AGENDA ITEM 10:****PLANNING & INSPECTIONS MATTERS*****A. Acceptance of NC Rural Center Grant*****MANAGER'S COMMENTS:**

Mr. Joe Furman, as the County's Economic Development Director, will request the Board accept a NC Rural Center Building Reuse and Restoration Program grant award in the amount of \$44,843. The County applied for the grant in June per an Economic Development Commission request as a pass-through grant for Giant Street Ventures. The grant required a commitment from Giant Street Ventures to create eight new jobs within eighteen months and maintain the same number for another six months. The local match was to be covered by Mr. Furman's administrative time which would total approximately 30 hours.

Board action is requested to accept the grant award from the NC Rural Center in the amount of \$44,843, contingent upon the County Attorney's review of the grant contract.

## Anita.Fogle

---

**From:** Joe Furman  
**Sent:** Monday, October 10, 2011 9:34 AM  
**To:** Deron.Geouque  
**Cc:** Anita.Fogle; Four Eggers  
**Subject:** NC Rural Center grant agreement  
**Attachments:** Rural Ctr Grant agreements.pdf

Deron,

The County applied for a \$64,000 grant from the NC Rural Center in June, and was eventually awarded \$44,843. Attached are the Commissioners minutes approving the grant application, the NC Rural Center approval letter, and the grant agreement. Commissioners' approval is needed prior to executing the grant agreement and loan document.

Thanks.

Joe

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





Valeria L. Lee  
Chair

Billy Ray Hall  
President

Mr. Nathan A. Miller  
Watauga County  
814 West King Street, Ste 205  
Boone, NC 28607

September 27, 2011



Contract: 2012-020-60504-107

Dear Mr. Miller:

Enclosed for your review and signature are two complete sets of contract documents required to finalize the grant/loan award from the Rural Economic Development Center, Inc. Below is a description of the documents attached along with an explanation of the signatures required for each document.

1. Agreement—this document outlines the terms and conditions of the grant between the Rural Center and the Organization (Watauga County). This document is pre-executed by the Rural Center and requires the signature of the highest elected official of the Organization (Watauga County).
2. Loan Performance Agreement—this document outlines the terms and conditions of the loan from the Organization (Watauga County) to the Responsible Party (James P. Dunn). This document must be signed by the highest elected official of the Organization (Watauga County) and the Responsible Party (James P. Dunn).
3. Promissory Note—this document defines the repayment terms of the loan in the event of default by the Responsible Party (James P. Dunn). This document must be executed by the Responsible Party (James P. Dunn).
4. Waiver of Confidentiality—this document waives the job creating entity's right to confidentiality regarding employment information reported to the NC Employment Security Commission. This document must be executed by an authorized representative of the participating job creating entity.

Once executed, make one copy of the entire set of contract documents for the Responsible Party (James P. Dunn) and the Organization (Watauga County) project manager; keep one original set for the Organization (Watauga County) records; and mail one original set of contract documents to my attention at:

NC Rural Economic Development Center  
4021 Carya Drive  
Raleigh, NC 27610

Please note the acceptance clause outlined in Paragraph 19 which states that the grant may be withdrawn if a complete set of signed contracts are not returned to the Rural Center within 30 days.

Also, please carefully review the specific conditions outlined in the Agreement: Exhibit A—Scope of Services, defines the scope of the renovation project; Exhibit B—Payment Schedule, explains the process required to request funds; Exhibit C—Reporting Schedule, explains the reporting requirements of the grant; and Exhibit D – Job Reporting Schedule, outlines the requirement for job reporting.

If you have any questions regarding this agreement, please contact me at the number below.

Sincerely,

Kristen L. Rice  
Contract Manager

Enclosures

4021 Carya Drive

Raleigh, NC 27610

Phone: (919) 250-4314

FAX: (919) 250-4325

North Carolina

Rural Economic  
Development Center, Inc.

4/19/11

NC RURAL GRANT APPLICATION REQUEST

Mr. Joe Furman presented a recommendation from the Economic Development Commission (EDC) to submit a grant to The Rural Center Building Reuse and Restoration Program in the amount of \$64,000. This grant was to be a pass-through grant for Giant Street Ventures, a business owned by Mr. James P. Dunn. Mr. Dunn was committing in the grant application to create within eighteen months, and maintain for another six months, eight new jobs. There was no financial obligation to the County and the required local match was to be covered by Mr. Furman's administrative time (of approximately 30 hours). Mr. Furman stated that the Economic Development Commission had recommended approval of this request.

Mr. Dunn was present and stated that he was purchasing four parcels and planned to renovate and add on to the existing building which would house his furniture and appliance business.

Commissioner Deal, seconded by Vice-Chairman Blust, moved to authorize the submission of the grant application as requested with the stipulation that the eight new jobs be created as stated in the application.

E:

Aye-4(Miller, Blust, Deal, Futrelle)

Nay-0

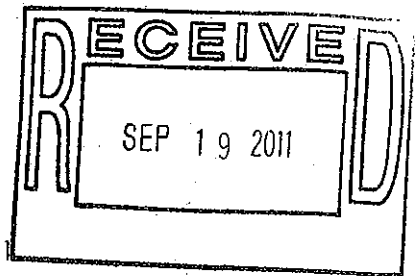
Absent-1(Gable)



Valeria L. Lee  
Chair

Billy Ray Hall  
President

September 9, 2011



Mr. Nathan A. Miller  
Watauga County  
814 West King Street, Ste 205  
Boone, NC 28607

Re: FY11/12 Building Reuse & Restoration Fund, Development Program  
Contract Ref #: 2012-020-60501-107

Dear Mr. Miller:

On behalf of our Board of Directors, I am pleased to announce that the Rural Economic Development Center, Inc. has selected Watauga County for funding under the Development Grants Program. Funds have been awarded to you in the amount of \$44,843.00 for the project entitled, "Aaron's Sales and Lease" in order to create 6 jobs.

Congratulations on this award. We extend our best wishes to you for continued success and look forward to working with you on this important project.

If you have any questions, please feel free to contact me at (919) 250-4314.

Sincerely,

Billy Ray Hall

North Carolina

Rural Economic

Development Center, Inc.

4021 Carya Drive

Raleigh, NC 27610

Phone: (919) 250-4314

FAX: (919) 250-4325

cc: Melody Adams, Building Reuse Program Director

2012-020-60501-107

## AGREEMENT

THIS AGREEMENT, entered into this the 27<sup>th</sup> day of September, 2011, by and between the **Watauga County** (hereinafter referred to as "GRANTEE") and the **Rural Economic Development Center, Inc.** (hereinafter referred to as "CENTER"), a North Carolina non-profit corporation.

## WITNESSETH:

THAT, WHEREAS, the CENTER was organized for the purpose of stimulating economic development and job creation in distressed areas through the reuse of vacant buildings; and

WHEREAS, in its efforts to stimulate and encourage economic development and job creation, the CENTER contracts with local governments to conduct construction and development activities to solidify the location of a business or industry in vacant and/or abandoned buildings in its jurisdiction;

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the parties hereto do mutually agree to the following terms and conditions:

1. Scope of Program/Other Agreements.

(a) The GRANTEE shall develop, perform and complete the work set out in Exhibit A (hereinafter referred to as the "Project") and said Project being that work described in a proposal entitled "**Aaron's Sales and Lease**" as approved by the CENTER.

(b) The parties acknowledge that the funds provided hereunder have been provided in order to facilitate the creation of jobs in the community, and are subject to return to the CENTER if such jobs are not created and maintained. Therefore, GRANTEE agrees to enter into a Loan/Performance Agreement (the "Performance Agreement") substantially in the form attached hereto as Exhibit D with the owner of any real estate on which the Project is located, and, if different, the business which will conduct business operations on the site of the Project. GRANTEE agrees to provide a copy of the same to the CENTER prior to execution for the CENTER'S review and approval, and an executed copy after signing. In the event any sums are repaid under the Performance Agreement, all such amounts will be paid to the CENTER.

(c) GRANTEE agrees to provide CENTER with any information obtained pursuant to the Performance Agreement, and to allow the CENTER to execute any rights of the GRANTEE thereunder, including any rights of access, review or monitoring.

(d) GRANTEE agrees to exercise all of its rights and duties under the Performance Agreement in a prudent manner to ensure the use of the funds for the intended purposes and objectives and to preserve the rights of the CENTER hereunder and thereunder.

2. Changes in the Project.

(a) If changes or extra work are requested and authorized in writing by the CENTER, the GRANTEE will be available to furnish, or obtain from others, the services required.

(b) Any work referred to in paragraph 2(a) above shall be the subject of a separate written agreement between the CENTER and the GRANTEE stating the costs and schedule for completing said extra work.

(c) The GRANTEE shall immediately notify the CENTER of any change in conditions or local law, or any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this paragraph.

3. Term of Agreement. The effective period of this Agreement shall commence on **8/31/2011** and shall terminate on **8/31/2013** unless sooner terminated under Paragraph 11 (the "Termination Date").

4. Funding.

(a) The CENTER grants to the GRANTEE an amount not to exceed **\$44,843.00**, for expenditures relating to the Project. The GRANTEE hereby represents and warrants that all such sums as may be awarded under this grant shall be utilized exclusively for the purpose of the Project.

(b) In the event the GRANTEE breaches any of the covenants or agreements contained in this Paragraph 4, or if any of the representations and warranties of Paragraph 14 are untrue as to a material fact, the GRANTEE agrees to repay to the CENTER the full amount of sums awarded under this Agreement.

5. Independent Status of the GRANTEE.

(a) It is agreed between the parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between the CENTER and the GRANTEE. It is further agreed that except for the rights expressly granted to the CENTER in this Agreement, it shall not have any proprietary rights in the Project.

(b) The parties acknowledge that the GRANTEE is an independent entity. The GRANTEE shall not represent itself as an employee of the CENTER nor is the Agreement intended to be construed so as to make the GRANTEE an employee of the CENTER. The GRANTEE shall not have the ability to bind the CENTER to any agreement for payment of goods or services, nor shall it represent to any person that it has such ability. The GRANTEE shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. The GRANTEE shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by the GRANTEE are its sole responsibility, and the CENTER shall not be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. The sums awarded under this agreement shall be paid to the GRANTEE in accordance with the Schedule of Payments attached hereto as Exhibit B. Each payment set forth in Exhibit B will be paid within twenty (20) days after receipt of a written request for payment from the GRANTEE, which request shall certify that GRANTEE has performed the required work under this Agreement and that it is entitled to receive the amount so requested.

7. Obligation of Funds. Funds provided by the CENTER may not be obligated by the GRANTEE prior to the effective date or subsequent to the termination date of this Agreement.

All obligations outstanding as of the termination date shall be liquidated within thirty days. Prior approval shall not be required for changes, which affect the approved budget unless a budget category is exceeded by ten (10) percent or \$500.00, whichever is greater. Any changes in the approved budget, which would result in the addition or deletion of a budget category, shall require prior approval from the CENTER.

#### 8. Reports.

(a) The GRANTEE will furnish the CENTER with detailed written progress reports on a quarterly basis or other periods specified in Exhibit C.

(b) The reports referred to in paragraph 8(a) above should describe the progress made by the GRANTEE toward achieving the purpose(s) for which the funds were awarded. This should include the successes and problems encountered during the reporting period.

(c) Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until the CENTER is in receipt of the delinquent report.

(d) All funds awarded to the GRANTEE under this Agreement are appropriated by the North Carolina General Assembly. Accordingly, the GRANTEE acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of funding received by GRANTEE, and are subject to change from time to time. Upon completion, the GRANTEE agrees to forward to the CENTER one copy of any audited financial statements and accompanying reports generated covering the period that the GRANTEE has an active award contract with the CENTER. In addition to the audit and reporting requirements mandated by the State of North Carolina, the GRANTEE agrees to comply with any requests made by the CENTER from time to time for other financial and organizational materials to permit the CENTER to comply with its fiscal monitoring responsibilities.

(e) The GRANTEE agrees that within thirty (30) days after the termination of this Agreement, a Final Report shall be submitted to the CENTER, which describes the activities and accomplishments of the Project. The Final Report will include a review of performance and activities over the entire project period and will include a one-page program summary, which the CENTER can use for future publication. In that brief summary, the GRANTEE should describe the project, how it is implemented, to what degree the established project objectives were met and the difficulties encountered, what the project changed, and its cost. In addition to accounting for the use of the Project funds during the current fiscal year, the GRANTEE will submit a detailed final financial report by category (i.e., salaries, materials, equipment, etc.) showing all expenditures during the entire Project period and reports the source and amount of all other funds used to support the Project.

(f) The CENTER may request from the GRANTEE certain information, which will assist the CENTER with evaluation of the short- and long-range impact of its programs. The GRANTEE recognizes that such request may occur after the termination of this Agreement and agrees, to the extent possible, to provide such information to the CENTER.

#### 9. Project Records.

(a) The GRANTEE shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner as to clearly identify and document the expenditure of the CENTER funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

(b) The GRANTEE shall retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of five years from the date of termination of this Agreement. In the event such records are audited, all project records shall be retained beyond the three-year period until any and all audit findings have been resolved.

(c) The GRANTEE agrees to make available to the CENTER, or its designated representative, all of its records which relate to the Project, and agrees to allow the CENTER or said representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the CENTER or said representative may deem necessary.

#### 10 Publications.

(a) At the request of the CENTER, any reports, data, or other information given to, prepared or assembled by the GRANTEE under the Agreement must contain the following acknowledgment and disclaimer statement: "This material is based upon work supported in whole or part by the Rural Economic Development Center." All materials must also contain the following statement: "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views and policies of the Rural Economic Development Center."

(b) Except as provided in paragraph 10a) above, the GRANTEE may publish or arrange for the publication of scientific and technical information resulting from work carried out under this Agreement.

(c) Upon publication of materials resulting from the work of the project, the GRANTEE shall furnish a minimum of two copies of reprints to the CENTER.

#### 11 Termination; Availability of Funds.

(a) If the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the covenants or stipulations of this Agreement, the CENTER shall thereupon have the right to terminate this Agreement by giving written notice to the GRANTEE of such termination and by specifying the effective date of termination. In such event, the CENTER shall have no responsibility to make additional payments under this contract after the date of termination. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the date of termination and the GRANTEE shall repay all unspent grant funds upon the demand of the CENTER.

(b) It is understood that the CENTER'S obligation to pay any amounts under this Agreement is contingent upon the availability and continuation of funds for such purpose. In the event that funds for this Project become unavailable, the CENTER may terminate this Agreement upon thirty (30) days written notice to the GRANTEE. All obligations of the CENTER to make payments under this Agreement shall cease as of the Termination Date.

12. Liabilities and Loss. The CENTER assumes no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages or loss, or with respect to any claims arising out of any activities undertaken by the GRANTEE under this Agreement, whether with respect to persons or property of the GRANTEE, or third parties. The GRANTEE agrees to obtain insurance or otherwise protect itself or others as it may deem desirable. Further, the GRANTEE agrees to indemnify, defend and save harmless the CENTER and its officers, agents and employees against any liability, including costs and expenses and attorneys' fees, for the GRANTEE'S violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. The GRANTEE also further agrees to indemnify, defend and save harmless the CENTER and its officers, agents and employees from any and all claims and losses accruing or resulting to any and all subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the GRANTEE or its agents in the performance of the Project and this Agreement.

13. Entire Agreement. This agreement supersedes all prior agreements between the CENTER and the GRANTEE, and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both the GRANTEE and the CENTER.

14. GRANTEE Representations and Warranties. The GRANTEE hereby represents and warrants that:

(a) The GRANTEE is a unit of local government located in one of the state's 85 rural counties or an economically distressed urban county designated as Tier 1, 2, or 3 by the North Carolina Department of Commerce.

(b) The execution and delivery of this Agreement have been duly authorized by all necessary GRANTEE action and are not in contravention of law nor in contravention of the provisions of any indenture agreement or undertaking to which it is a party or by which it is bound.

(c) There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the GRANTEE'S knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the GRANTEE'S ability to discharge its obligations under this Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the GRANTEE shall be liable to the CENTER for repayment of the entire amount of the grant and this Agreement may be terminated by the CENTER effective upon notice.

(d) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the GRANTEE or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The GRANTEE shall provide the CENTER with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.

(e) The GRANTEE is solvent.

15. Special Provisions and Conditions.

(a) Nondiscrimination. The GRANTEE agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

(b) Conflict of Interest. The GRANTEE certifies that to the best of its knowledge no GRANTEE employee or officer of the GRANTEE has any pecuniary interest in the business of the CENTER or of the Agreement, and that no person associated with the GRANTEE has any interest that would conflict in any manner with the performance of the Agreement.

(c) Compliance with Laws. The GRANTEE shall at all times observe and comply with all laws, ordinances, and regulation of the State, Federal and Local governments which may in any manner affect the performance of the Agreement.

(d) Non-Assignability. The GRANTEE shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the CENTER; provided, however, that claims for money due to the GRANTEE from the CENTER under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

(e) Personnel. The GRANTEE represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of the CENTER. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.



16. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the CENTER, Attn: **Melody Adams**  
Rural Economic Development Center, Inc.  
4021 Carya Drive  
Raleigh, NC 27610

If to the GRANTEE: Attn: **Mr. Nathan A. Miller**  
Watauga County  
814 West King Street, Ste 205  
Boone, NC 28607

or addressed to such other address or to the attention of such other individual as the CENTER or the GRANTEE shall have specified in a notice delivered pursuant to this subsection.

17. Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

18. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina.

19. Acceptance. If you agree to the grant conditions as stated, please return the original contract with your signature in the space provided. This grant may be withdrawn if your acceptance has not been received by the Rural Center within one month from the date the contract is received.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Watauga County**

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**Rural Economic Development Center, Inc.**

ATTEST:

By: Susan E. Dunn

Vice President, Finance & Administration

Kristen A. Rice



9/29/11

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Project # 2012-020-60501-107**

Watauga County  
Aaron's Sales and Lease

**NC Economic Infrastructure Fund**  
**Building Reuse and Restoration Development Grant**

Watauga County will carry out the terms of this contract as follows:

**I. General Project Description**

Watauga County requested \$64,000 to support the reuse of a 7,200 sq. ft. building located at 368 Hwy. 105 Extension in Boone. The building was constructed in 1994 and has been vacant for two years. Giant Street, LLC will reuse the property to open an Aaron's Sales and Lease store. Giant Street currently operates an Aaron's store in Elkin. Giant Street has a baseline employment of 7 in North Carolina and pledged to create eight, full-time jobs with an average annual salary of \$25,771. The company will not provide benefits.

*Recommendation: Reduce funding award to \$44,843 and reduce number of jobs required to six. The reduced funding award represents one-half of the eligible renovation project. The application included a \$60,000 addition to the existing footprint that was not eligible for inclusion in the eligible project cost.*

**Objective:**

Refurbish and up fit the interior and exterior of the building to accommodate the business needs. All work should be completed according to the application and contractor's cost estimates submitted and meet all applicable building code requirements.

**II. Renovation Project Financing**

Financing Source(s)		Amount
JPD Enterprises	\$	\$86,000.00
BB&T Bank/SBA 504		\$1,000,000.00
Watauga County		\$1,920.00
NC Rural Center		\$44,843.00
<b>Total Project Financing</b>		<b>\$ <u>1,132,763.00</u></b>

**III. Project Reporting**

Watauga County will adhere to the conditions and regulations outlined in the Contract Agreement and the Loan/Performance Agreement. Watauga County will also file reports on the dates set forth in **Exhibit C** of this contract.

## EXHIBIT B PAYMENT SCHEDULE

The Rural Economic Development Center, Inc. shall make payable to Watauga County a sum in the amount of \$44,843.00 as outlined below. The grant requires a cash match equal to the amount of Rural Center funding, which may come from either public or private sources or a combination of both. Funds provided for the match must contribute to the renovation cost. Building acquisition equipment or startup costs will not be considered for the match. The unit of local government must contribute 3% of the grant in cash or in in-kind services.

### **Eligible expenses:**

Eligible expenses for development grants are limited to those expenses associated with the renovation of the subject building. Eligible costs include, but are not limited to, HVAC, electrical, plumbing, roofing, flooring, carpentry, drywall, paint, etc. Building acquisition, machinery, equipment, furnishings, etc. are **not** eligible. The Rural Center will make all checks payable to the local government grantee. The Rural Center will reimburse 50% of the eligible expenditures submitted. (For example: If invoices for eligible expenses totaling \$20,000 with proof of payment are submitted, the Rural Center will reimburse \$10,000).

### **Reimbursement from the Rural Center requires the submission of the following:**

1. A completed financial request form,
2. Copies of project invoices that support the reimbursement request,
3. Proof of payment: applicants must provide copies of checks that have cleared the bank as evidence that the invoices requested for reimbursement have been paid in full, and
4. Progress reports must be up to date. See "Exhibit C" of the grant agreement for a reporting schedule specific to your project. Reimbursements will not be made if progress reports are not submitted according to the reporting schedule.

All payment requests must be received by the Rural Center within 30 days of the end of the contract period. Payments are subject to the availability of funds. Payment Request forms can be found under the Grant Applications and Reporting Forms link on our website at [www.ncruralcenter.org](http://www.ncruralcenter.org)

**EXHIBIT D**  
**JOB REPORTING AND CLOSE OUT REQUIREMENTS**

Building Reuse/Rural Health Care/Rural Hope loans will be forgiven once the project company creates the required number of jobs and maintains that required number for at least six consecutive months. The jobs must be full-time (at least 35 hours per week) and the number must be above the baseline employment level reported in the application.

**Job verification requires the submission of the following:**

1. **Letter Certifying Job Creation**--the applicant must submit a letter from the project company that attests to the creation of the number of jobs committed to receive the grant. The letter should include the number of baseline employees reported at the time of application; the total number of current employees; and the six-month date range that the jobs were created and maintained. The letter should be printed on company letterhead and signed by the company's chief operating officer or chief financial officer.
2. **NCUI101 Forms**—the applicant must submit copies of the company's Employment Security Commission NCUI 101 forms that correspond to the six-month date range that the required jobs were maintained. If the company has more than one location in North Carolina, the names of the employees working in the project building should be highlighted.
3. **Final Report**—the applicant must submit a final report that describes the activities and outcomes of the project.

**Loan Release**

Once all progress reports, the final report and job verification information are received and approved by the Rural Center, the applicant will be notified that the terms of the grant/loan have been met.

## LOAN/PERFORMANCE AGREEMENT

This Loan Performance Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Owner of the Property located at \_\_\_\_\_ (hereinafter referred to as the "Owner") and \_\_\_\_\_ (hereinafter referred to as the "Governmental Unit"), who hereby agree as follows:

## WITNESSETH:

WHEREAS, Governmental Unit has provided loan support to or for the benefit of the Owner in order to stimulate reuse of the Property and support economic development in the local geographic area by making the Property available to a business to create new jobs (the "Business"); and

WHEREAS, a portion of such support has come from the Rural Economic Development Center, Inc. (the "Center") pursuant to its mission to stimulate and support economic development in the rural areas of North Carolina; and

WHEREAS, the Center requires the Owner to enter into this Loan/Performance Agreement as a condition of providing the support to the Governmental Unit for this project;

NOW, THEREFORE, in consideration of the mutual promises and other valuable considerations as shall be set out herein, the parties hereto do mutually agree to the following terms and conditions:

1. Program. The parties have agreed to develop, perform, and complete the work set out in *Exhibit A* (hereinafter referred to as the "Scope of Work") and said Project being that work described in the proposal entitled **Aaron's Sales and Lease** as approved by the Center.
2. Loan. Governmental Unit hereby loans to the Owner the sum of **\$44,843.00** to fund the Project. The parties acknowledge that this Loan will be repayable only in the event the Business fails to achieve certain job creation goals described in paragraph 3 below. In the event such job creation goals are not achieved, the Owner agrees to pay to the Governmental Unit for redistribution back to the Center, the amount set forth in paragraph 5 below. As evidence of the obligation of the Owner hereunder, the Owner shall execute the promissory note, which is attached hereto and incorporated herein by reference.
3. Job Creation. The Owner agrees that the Business shall be required to create **6** number of Jobs (defined below) within twenty-four months of **8/31/2011**, the date of the Governmental Unit's agreement with the Center. The Owner hereby acknowledges that the funding by the Center and the Governmental Unit is predicated upon the satisfaction of this objective by the Business, that failure to achieve this objective will constitute a material default under the terms of this Agreement, and that any such failure shall require the Owner to repay all or a portion of the Loan pursuant to the provisions of paragraph 5 below. For purposes of this Agreement, a "Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) with the Business, at a wage at least equal to minimum wage, and located in North Carolina.
4. Verification of Jobs. The Business's baseline job numbers will be verified at the award date (**8/31/2011**) of the Governmental Unit's agreement with the Center. On the date that the specified number of minimum jobs is obtained (the "Job Commitment Date"), the Owner shall cause the Business to notify the Governmental Unit so that the Governmental Unit and the Center can verify satisfaction of the conditions. The Job numbers shall be verified again at the date that is six months following the Job Commitment Date. The Owner shall cause the Business to provide to the Governmental Unit and the Center, or their respective designees, full and complete access to all records of the Business that would be reasonably necessary to verify the number and

types of jobs created, and the wages paid to employees. Failure to provide such access upon reasonable request shall constitute a default under the terms of this Agreement.

5. Repayment. If the Business fails to create the required number of Jobs within twenty-four months of the award date of the Governmental Unit's agreement with the Center, or if the Business has created such Jobs by such date, but has not maintained that total number of Jobs until the date that is 6 months following the Job Commitment Date, the Owner shall repay to the Governmental Unit, for redistribution back to the Center, an amount equal to the product of (i) **\$7,473.83** (the amount of loan funds divided by the number of Jobs in paragraph 3) and (ii) the number of Jobs required to be created under paragraph 3. above, minus the lesser of (A) the number of Jobs in existence on the Job Commitment Date and (B) the number of Jobs in existence on the date that is 6 months following the Job Commitment Date. If a requirement exists to repay any sums hereunder, the Governmental Unit shall notify the Owner in writing of the amount to be repaid, and shall direct it to pay such amount directly to the Center. All such amounts due hereunder shall be due upon demand by the Governmental Unit or the Center. If not paid within 30 days following demand hereunder, the unpaid amount due hereunder or any instrument securing this obligation, shall bear interest at the rate of 10 % per annum after demand until paid. Upon default in such payment, the Governmental Unit or the Center may employ an attorney to enforce their rights and remedies, and the Owner hereby agrees to pay the reasonable attorney's fees or the Governmental Unit or the Center, not exceeding a sum of 15% of the outstanding balance owing hereunder, plus all other reasonable expenses incurred by such party in exercising any of the its rights and remedies upon such defaults.
  
6. Records. The Owner agrees to maintain, and to cause the Business to maintain, full, accurate and verifiable records, supporting documents, and all other pertinent data for this Project to enable the verification of the requirements contained in this Agreement. All such financial records, supporting documents, and other pertinent records related to the Project shall be maintained for a period of at least 3 years from the Job Commitment Date. In the event any such records are audited, all such records shall be retained beyond the 3-year period until any and all audit findings have been resolved. The Owner agreed to make available, and to cause the Business to make available, to the Governmental Unit, the Center, or their designated representatives, all of its records which relate to the Project and the creation of Jobs, and agree to allow the Governmental Unit or the Center or their representatives to audit, examine, and copy any and all data, documents, proceedings, records and notes of activity related in any way to the Project or such Job creation. Access to these records shall be allowed upon request at any time during normal business hours, and as often as the Governmental Unit or the Center or said representatives may deem necessary.
  
7. Reports. The parties acknowledge that a portion of the funds which are the subject of this Agreement are appropriated by the North Carolina General Assembly. Accordingly, the Owner acknowledges and agrees that it may be subject to the audit and reporting requirements prescribed by N.C.G.S. §159-34, Local Government Finance Act-Annual Independent Audit; rules and regulations, or N.C.G.S. §143-6-23, State Grant Funds; Administration; oversight and reporting requirements; as applicable. The Owner agrees to comply with any reasonable requests made from time to time by the Center for other financial and organizational materials to permit the Center to comply with its fiscal monitoring responsibilities.
  
8. Representations and Warranties. The Owner hereby represents and warrants that:
  - (a) It is duly organized and existing, and, if a corporation, is duly incorporated under the laws of the state of North Carolina.
  - (b) The execution and delivery of this Agreement has been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws, or other applicable organizational documents of such party, nor the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound.
  - (c) There is no action, suit, proceeding, or investigation at law or in equity for any court, public board, or body pending, or to such party's knowledge, threatened against or affecting it, that could or might adversely affect the Project, the creation of the Jobs, or any of the transactions contemplated by this

Agreement, or the validity or enforceability of this Agreement or such party's ability to discharge its obligations under this Agreement. If it is subsequently found that an act, suit, proceeding or investigation did or could threaten the development of the Project or the creation of such Jobs, such party shall be liable to the Governmental Unit and to the Center for repayment of the entire amount of the Loan.

- (d) Such party shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself, and agrees in writing to be bound by all of the obligations and undertakings of such party contained in this Agreement. If such party so merges, consolidates, or sells its assets without such an undertaking being provided, such party agrees to repay to the Governmental Unit and the Center the full amount of sums loaned under this Agreement.
- (e) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by such party or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. Such party shall provide the Governmental Unit or the Center with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.
- (f) Such party is solvent.

9. Special Provisions and Conditions.

- (a) Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, colors, sex, national origin, or handicap related to the activities of this Agreement.
- (b) Compliance with Laws. The Owner shall at all times comply, and to cause the Business to comply, with all laws, ordinances, and regulations of the State, Federal and Local Governments which may in any manner affect the performance of the Agreement.
- (c) Non-Assignability. The Owner shall not assign any interest in the Agreement, nor should they transfer any interest in the same, without the written consent of the Governmental Unit; provided however, that claims for money due to the Owner from the Governmental Unit under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (d) Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

To the Governmental Unit: Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to the Owner: Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.



- (e) Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.
- (f) Construction. This Agreement shall be construed and governed by the laws of the state of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GOVERNMENTAL UNIT NAME: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned (which means all the undersigned, jointly and severally) (collectively, the "Borrower") promises to pay to **Watauga County**, or assigns (the "Holder"), the principal sum described below, not to exceed **\$44,843.00**, together with interest after default as described below.

The Borrower acknowledges that the Holder has agreed to advance up to the dollar amount indicated above pursuant to a Loan/Performance Agreement of even date by and among the Borrower and the Holder (the "Agreement"), which requires the creation of certain full-time jobs by the Borrower. In the event all or a portion of the required number of jobs are not created within the time periods indicated in the Agreement, all or a portion of the amount indicated above shall be subject to repayment to the Holder. The Borrower hereby agrees to repay to the Holder, in accordance with the Agreement, an amount equal to the product of (i) **\$7,473.83** and (ii) number of jobs required to be created under the Agreement, minus the lesser of (A) the number of jobs in existence on the Job Commitment Date, and (B) the number of jobs in existence on the date that is 6 months following the Job Commitment Date. All such amounts due hereunder shall be due upon demand by the Holder, and shall be paid directly to the Rural Economic Development Center. Holder shall have the right to assign this Note at any time to the Rural Economic Development Center. If not paid within 30 days following demand hereunder, the unpaid principal of this Note, and all other sums due under this Note or any instrument securing this Note, shall bear interest at the rate of **10 %** per annum after demand until paid.

Upon default, the Holder may employ an attorney to enforce the Holder's rights and remedies, and the maker, principal, surety, guarantor, and endorsers of this Note hereby agree to pay the Holder reasonable attorney's fees not exceeding a sum of 15% of the outstanding balance owing on the Note, plus all other reasonable expenses incurred by the Holder in exercising any of the Holder's rights and remedies upon defaults. The rights and remedies of the Holder as described in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in any such security instrument, or any other funds, property, or security held by the Holder for payment or security, in the sole discretion of the Holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

All parties to this Note, including the Borrower and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration and maturity and agree to remain bound for the payment of principal, interest, and all other sums due under this Note or the Agreement and any instrument securing this Note or the Agreement notwithstanding any change or changes by way of release, surrender, exchange, modification, or substitution of any security for this Note, or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Holder shall not, by any act, delay, omission, or otherwise, be deemed to have waived any of its rights under this Note or the Agreement. No waiver by the Holder of any of its rights under this Note or the Agreement shall be valid unless in writing, and then only to the extent therein set forth. Waiver by the Holder of any right or remedy under the terms of this Note or the Agreement on any one occasion shall not be construed as a bar to the Holder exercising any right or remedy on any future occasion. This Note may not be amended, changed, or altered except in writing executed by the Holder and the Borrower.

This Note evidences a debt payable by the Borrower.

\_\_\_\_\_ If initialed by the Borrower, this Note is secured by a deed of trust on certain property owned by the Borrower.

The law governing this transaction shall be that of the State of North Carolina, excluding its conflict of laws provisions.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

Dated as of \_\_\_\_\_, 20 \_\_\_\_.

Borrower: \_\_\_\_\_ (SEAL)

Borrower: \_\_\_\_\_ (SEAL)

**LIMITED WAIVER OF CONFIDENTIALITY  
UNEMPLOYMENT TAX AND WAGE RECORDS**

Name of Taxpayer \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

NC Unemployment Insurance Account Number \_\_\_\_\_

I hereby waive the right to confidentiality, as found in N.C.G.S. 96-4(t), for the limited purpose of authorizing disclosure of certain information contained in the above company's quarterly unemployment insurance tax records filed with the North Carolina Employment Security Commission (the "NC ESC") to the North Carolina Rural Economic Development Center and program administrators (collectively, the "Rural Center") for the limited purpose of administering a Building Reuse and Restoration Grant, Rural Health Care Initiative Grant, Economic Infrastructure Water/Sewer Grant, Economic Innovations Grant, or any other program administered by the Rural Center from which the above-referenced company has sought assistance.

NC ESC is hereby authorized to disclose information contained in the above company's quarterly unemployment insurance tax records to the Rural Center for this purpose.

Unemployment insurance tax information provided in the aggregate to the NC ESC and disclosed to the Rural Center, and the company's aggregated tax and wage information provided to or otherwise in possession of the Rural Center, may be treated as public information. This waiver is not intended to release the Rural Center from any obligation it may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

\_\_\_\_\_  
**Signature Chief Financial Officer or Other Authorized Company Official**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**AGENDA ITEM 10:**

**PLANNING & INSPECTIONS MATTERS**

***B. Public Hearing Request – Proposed Budget Amendment for CDBG Scattered Site Housing Project***

**MANAGER’S COMMENTS:**

Mr. Furman, Planning & Inspections Director, will request a public hearing be set to allow public comment on a proposed budget amendment to the Community Development Block Grant (CDBG) Scattered Site Housing Program. Due to the extent of repairs needed, a home originally scheduled for rehabilitation must be demolished and replaced with a double-wide manufactured home. The home-owner was in agreement with the replacement; however, the CDBG program requires a public hearing be held prior to the approval of the budget amendments. Due to the essence of time, the public hearing is requested to be scheduled for the November 1, 2011, Board meeting.

Board action is requested to schedule a public hearing for November 1, 2011, per CDBG requirements.

**Anita.Fogle**

---

**From:** Joe Furman  
**Sent:** Monday, October 10, 2011 9:27 AM  
**To:** Deron.Geouque  
**Cc:** Anita.Fogle  
**Subject:** Public Hearing Request

Deron,

It has turned out that one of the houses scheduled for rehabilitation in the County's Community Development Block Grant (CDBG) Scattered Site Housing program cannot be repaired with funds available, and must be demolished and replaced with a double-wide manufactured home instead. The owner has agreed to this plan. We will need to amend the CDBG budget to move funds from rehabilitation to replacement, and CDBG rules require a public hearing prior to making a budget amendment of that magnitude. Time is of the essence, so I request that a public hearing be scheduled for the November 1<sup>st</sup> Commissioners meeting. Thanks.

Joe

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

**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Proposed Resolution Approving Smoky Mountain Center's Purchase of Property***

**MANAGER'S COMMENTS:**

The County Manager will present a proposed resolution which will authorize Smoky Mountain Center's purchase of real property in Haywood County. Since Smoky Mountain Center is the County's Local Management Entity for mental health services a resolution approving the purchase must be adopted, pursuant to G. S. 122C-147(c), prior to the purchase of the property.

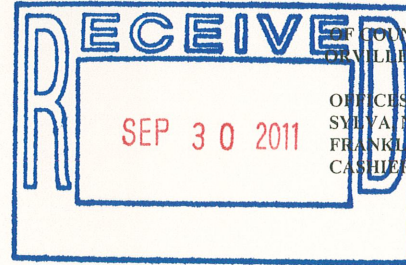
Board action is requested to approve the resolution as presented.

**COWARD, HICKS & SILER, P.A.**

ATTORNEYS AT LAW  
705 WEST MAIN STREET  
SYLVA, NORTH CAROLINA 28779  
(828) 586-2147  
FAX: (828) 586-2605  
Website: [www.cowardhicksandsiler.com](http://www.cowardhicksandsiler.com)

ORVILLE D. COWARD, JR.  
RALPH L. HICKS  
ROBERT F. SILER  
J.K. COWARD, JR.  
WILLIAM H. COWARD  
KIMBERLY R. COWARD\*  
MONTY C. BECK\*\*  
DAVID D. MOORE\*\*\*

JAMES KENT COWARD 1929-1989



OFFICE COUNSEL:  
ORVILLE D. COWARD

OFFICES IN:  
SYLVA, NORTH CAROLINA  
FRANKLIN, NORTH CAROLINA  
CASHIERS, NORTH CAROLINA

\*Board Certified Specialist in Residential Real Estate  
\*\*Board Certified Specialist in Family Law  
\*\*\*Also Licensed in Tennessee

28 September 2011

Dear County Manager:

Smoky Mountain Center (SMC) is your Local Management Entity (LME) for the County's obligation to provide for mental health, developmental disabilities and substance abuse services the citizens. Basically, the LME is your agent. Occasionally it needs to purchase real property. Two years ago it purchased property in Boone to house some of its offices, and today it has a need to do the same in Waynesville. It has funds on hand to do this and no additional appropriation will be required in your county and none will need to be added to your budget for the upcoming fiscal year.

However what is required is that your county pass a resolution approving this purchase, just like your county did when SMC purchased the property in Boone. I have prepared a resolution for you to give to your commissioners to vote on. If it's too late to add to the agenda for your first meeting in October, please add it to the next one.

Thank you very much for your consideration.

Sincerely yours,

J. K. Coward, Jr.

c: County Commissioner

(SMC Board Member)



STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**DRAFT**

**RESOLUTION APPROVING THE PURCHASE OF PROPERTY  
BY SMOKY MOUNTAIN CENTER**

**WHEREAS**, THE Smoky Mountain Center for Mental Health, Developmental Disabilities and Substance Abuse services (“Center”) is an area authority organized under North Carolina General Statute 122C, and as such serves as the Local Management Entity for the area consisting of fifteen counties; and

**WHEREAS**, the Center has purchased certain real property in Haywood County, North Carolina, which it intends to use in the normal course of its business; and

**WHEREAS**, pursuant to G. S. 122C-147(c) each County in the fifteen County area must approve the purchase of real property by an area authority by resolution of the County Commission; and

**WHEREAS**, the property is described as lot # 2 on a plat entitled Haywood County prepared by Owns Surveying, PLS, dated 09/26/11, Project No. 11-01-104.

**NOW, THEREFORE BE IT RESOLVED**, that the Watauga County Board of Commissioners, upon motion and second, and after discussion in open session, hereby approves the purchase of the property by the Center.

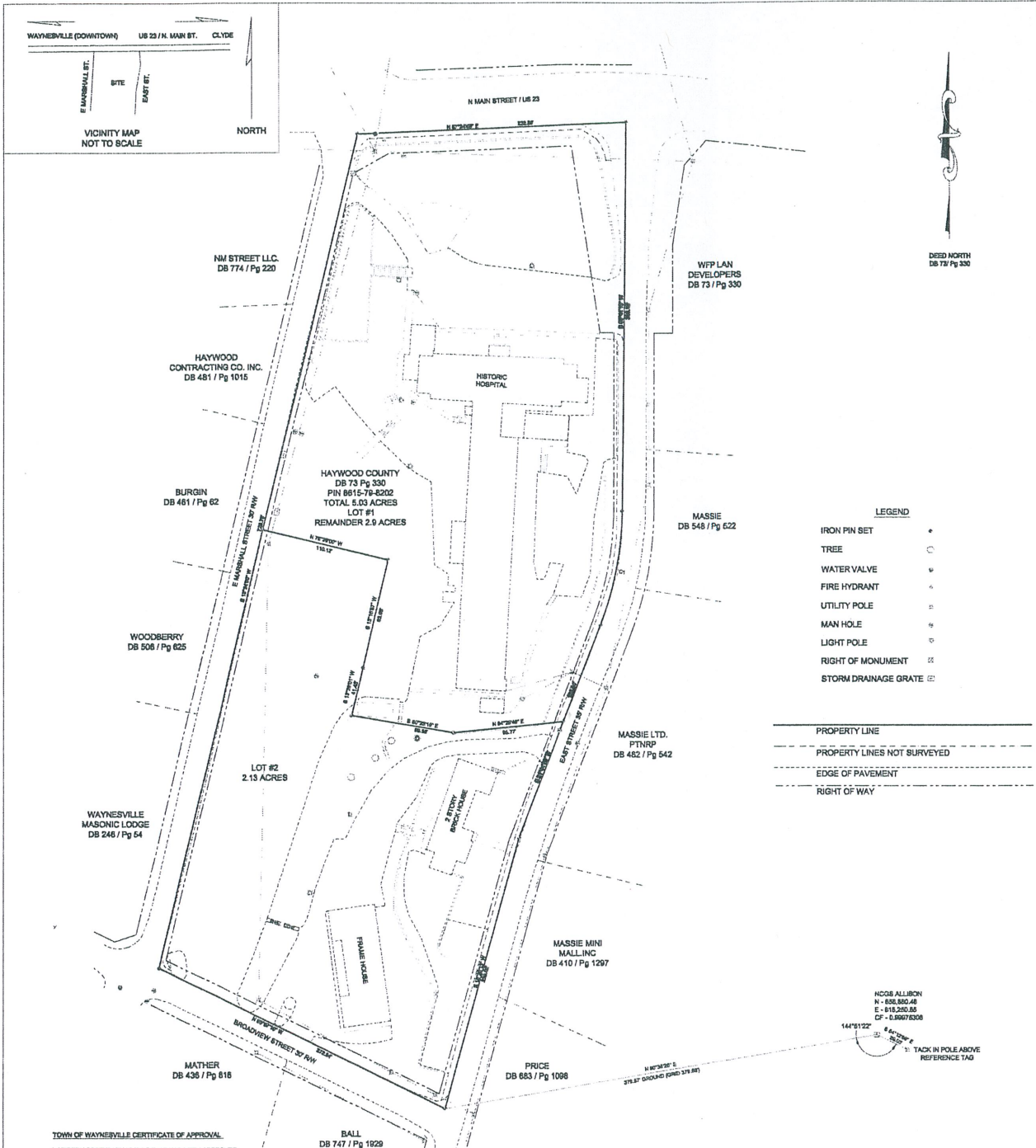
**ADOPTED** this the 18<sup>th</sup> day of October, 2011.

\_\_\_\_\_  
Nathan A. Miller, Chairman  
Watauga County Board of Commissioners

ATTEST:

[SEAL]

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board



TOWN OF WAYNESVILLE CERTIFICATE OF APPROVAL  
 I, HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED  
 FOR RECORDING IN THE HAYWOOD COUNTY REGISTER  
 OF DEEDS

TOWN PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

State of North Carolina  
 County of Haywood  
 Filed for registration on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in Plat Cabinet \_\_\_\_\_ Book \_\_\_\_\_

Register of Deeds - Haywood County  
 Assistant Deputy \_\_\_\_\_

State of North Carolina  
 County of Haywood  
 I, \_\_\_\_\_, Register of Deeds of Haywood County, certify that the map or plat to  
 which this certification is affixed meets all statutory requirements for recording for which the review officer  
 has responsibility as provided by law.

Review Officer \_\_\_\_\_ Date \_\_\_\_\_

I, Richard M. Owens Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision  
 (said description recorded in Book 73, page 330); that the boundaries not surveyed are clearly indicated as drawn from  
 information as shown on plat; that the ratio of precision as calculated is 1:20,682; that this plat was prepared in accordance with  
 G.S. 41-30 as amended. Witness my original signature, registration number and seal this 30th day of August, A.D., 2011.

Richard M. Owens Jr., PLS  
 L-4688

**PRELIMINARY**  
 NOT FOR RECORDATION, CONVEYANCES, OR SALES

- NOTES:
1. THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
  2. THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
  3. AREA COMPUTED BY COORDINATE METHOD.

CURVE TABLE

CURVE AND LENGTH	CHORD BEARING	CHORD BEARING	CHORD BEARING
61° 55' 30"	89° 00' 00"	89° 00' 00"	89° 00' 00"

PROPERTY DESIGNATION PIN 0815-79-8202 BK 73 PG 330	Haywood County		
DRAWN RMO	DATE 08/26/11	Historic Hospital Waynesville TRP	
APPROVED RMO	DATE 08/26/11	Haywood County, NC	
HAYWOOD, NC 28738 (ES) 754-4172 FIRM F-1151 OWENS SURVEYING@GMAIL.COM	SCALE 1" = 40'	SHEET 1 of 1	PROJECT NO. 11-01-104

**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***B. Request for Release of Funds to Humane Society per Agreement for Construction of the Animal Shelter***

**MANAGER'S COMMENTS:**

The County Manager will request that the \$400,000 one-time capital payment be released to the Humane Society per the agreement for the construction of the new animal shelter. A request will also be made to release the annual maintenance fee in the amount of \$56,250 pro-rated to reflect the October 1, move-in date.

Board action is requested to release the one-time \$400,000 capital payment and the \$56,250 pro-rated annual maintenance fee. Adequate funds are available and have been budgeted in the current fiscal year.

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**AGENDA ITEM 11:**

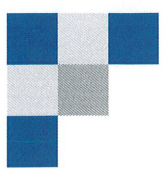
**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***C. Road Maintenance Request from Top O' Boone Subdivision***

**MANAGER'S COMMENTS:**

Top O' Boone subdivision has requested a one-time donation of \$2,000 for the purchase and installation of an electronic gate. In addition, the subdivision is requesting a \$1,000 annual contribution for road maintenance.

No funds are budgeted for this expense and would require an allocation from the administrative contingency fund. The Board may wish to exercise caution as this has the potential to set a precedent for future requests for assistance.



# TURLINGTON LAW FIRM

A PROFESSIONAL CORPORATION

DAVID J. TURLINGTON, III, ESQ.  
Email: david@turlingtonlaw.com  
Office: 828.263.8860  
Facsimile: 828.263.8862

890 West King Street/Suite 200  
Boone, North Carolina 28607  
www.turlingtonlaw.com

September 6, 2011



Deron Geouque  
County Manager, Watauga County  
211 West King Street  
Boone, NC 28607

RE: Top O' Boone subdivision  
Top of Boone Road Maintenance Association

Dear Deron:

I hope this letter finds you well. I write on behalf of the Top O' Boone subdivision which is located just off Junaluska Road, up where the fire and cell phone towers are located on the mountain behind the Courthouse. Several years ago in an effort to keep and maintain the private roadways through our subdivision approximately 50 lot and homeowners came together and formed the Top of Boone Road Maintenance Association. In furtherance of this effort, we have purchased many loads of gravel, performed endless grading and cleaned out ditches and provided culverts to direct runoff in order to keep our roads in year round drivable conditions. We have two small tractors at our disposal that we use almost weekly to drag the roads and keep them not only comfortable in the summer time, but passable in the severe winters we have up on top of Rich Mountain.

We have also unfortunately had several homeowners who have recently encountered break-ins at their residences. In addition, just after the N. C. Highway Patrol and Department of Homeland Security completed the installation of their tower at the very top, it was vandalized.

We are at a point where *we need your help*. To continue with our plans to keep the roads maintained, provide snow removal, prevent further trespassing on our private property and provide security for your towers, our homes and properties, we must have additional funds.

I have listed below several of the various projects we have to further secure our neighborhood. Several of these items perhaps do not affect you as tower owners, but the main project we are in the process of is the installation of an electronic *security gate*. We believe the security gate will provide the towers and the property owners with much needed security.

Deron Geouque  
County Manager, Watauga County  
Page 2 of 3  
August 18, 2011

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**Securing our area and Security gate project:**

Because of the nature of vacation homes, we have had several homes burglarized over the last three years, not to mention the vandalism at the towers. We feel the next step to protecting your property and ours is to install a security gate. Over the years the college kids have enjoyed coming up and over-looking the college and the Town of Boone. Today, however, they have parties where alcohol is consumed, bonfires built and graffiti written all over the structures located at the Top O' Boone. Fires are also a huge concern, as is the destruction of equipment. One new tower project sustained over \$11,000 worth of damage done in one evening! The first part of increasing security was to eliminate access from Junaluska Road on to Fire Tower Road. This has been completed and has greatly reduced traffic. However, the college kids will soon discover that they can now only access the tower areas via Indian Springs Road. Therefore we feel the ONLY way to secure our properties is to install a Security Gate at the entrance to the subdivision.

**The Gate specifications:**

Our plans are to construct a gate that will cross the entire 20 foot entrance. It will be a cantilevered gate 30 feet across with 10 of those feet being a balance point. It will remain open, initially, from 7:00 AM until 7:00 PM each day. We can adjust those times as needed. Each property owner/homeowner will have an access code, an opener and/or key to open the gate during off hours.

The estimated cost for this gate is \$13,500. We will be asking each tower owner, homeowner and property owner to contribute to this endeavor. We are asking each tower owner to contribute a one-time donation of \$2,000 towards the purchase and installation of the electronic gate.

We know that you have to be able, even in the worst kind of weather, to access your tower. We see and welcome your service trucks every day on the private roads in this subdivision, but to keep and maintain all the roads it is going to continue to take a tremendous effort and we need Watauga County to be involved. We would like for each tower owner to consider a yearly donation of \$1,000 to our Top O' Boone Road Maintenance Association. This will allow us to purchase gravel, repair culverts, clean out side ditches, and purchase equipment in the future. To keep ALL the roads clear of snow and in good traveling condition we will need to purchase a bush hog mower and possibly a 4-wheel drive tractor.

Watauga County has a very significant investment in the tower at the top of Top O' Boone.

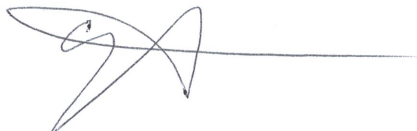
Deron Geouque  
County Manager, Watauga County  
Page 3 of 3  
August 18, 2011

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We appreciate you as neighbors. We only want to make it even more secure for you and for us! If you have questions regarding any aspect of our plans please do not hesitate to contact Dave Rowe, 372 Broken Arrow Trail, Boone, NC or call at 828.355.9437.

Thank you in advance for your kind consideration of our proposal. With best regards, I remain,

Very truly yours,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

David J. Turlington III

Cc: Dave Rowe  
Top O' Boone Road Maintenance Association



**AGENDA ITEM 11:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****D. Boards & Commissions*****MANAGER'S COMMENTS:**

The terms of County Board of Adjustment members Bill Ragan, Baxter Palmer, and Lyle Schoenfeldt will expire in November 2011. NC General Statute 153A-345(a) requires that if a County has zoning in effect in less than the entire jurisdiction, a resident of each of the zoned areas shall be appointed by the Board of Commissioners. Bill Ragan, a regular member, lives in the Howard's Creek Watershed, and is willing to be reappointed. Baxter Palmer, an alternate member, lives in Foscoe, and is willing to be reappointed. Lyle Schoenfeldt, a regular member, was the Valle Crucis Historic District representative, but no longer resides in that area; therefore, he is not eligible for reappointment as the Historic District's representative. Appeals for interested parties willing to serve were mailed and published on the County's website. Ms. Diana Mast White and Mr. Jason Connelly, residents of the Valle Crucis Historic District have expressed interest in serving. Volunteer Applications are expected from both in the near future.

These are first readings and, therefore, no action is required.

**Anita.Fogle**

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**From:** Joe Furman  
**Sent:** Monday, October 10, 2011 8:59 AM  
**To:** Deron.Geouque  
**Cc:** Anita.Fogle  
**Subject:** County Board of Adjustment

Deron,

The County Board of Adjustment consists of five (5) members and one (1) alternate. Terms expire each November. Three (3) are expiring in 2011 – those of Bill Ragan, Baxter Palmer, and Lyle Schoenfeldt are expiring. NC General Statute 153A-345(a) requires that if a County has zoning in effect in less-than the entire jurisdiction, a resident of each of the zoned areas shall be appointed by the Board of Commissioners. Bill Ragan lives in the Howard's Creek Watershed, and is willing to be reappointed. Baxter Palmer, the alternate member, lives in Foscoe, and is willing to be reappointed. Lyle Schoenfeldt was the Valle Crucis Historic District representative, but no longer lives there, so must be replaced. We mailed out and published on the County's web site an appeal for interested parties, and were contacted by two (2) residents of the Historic District who are interested in being appointed to the Board of Adjustment: Ms. Diana Mast White and Mr. Jason Connelly. I expect to receive Volunteer Applications from both. Board of Adjustment terms are three (3) years. Thanks.

Joe

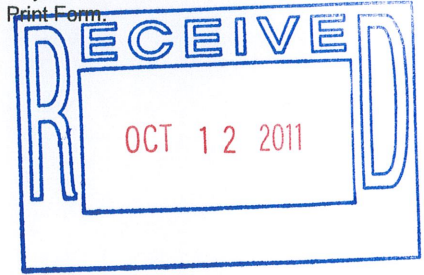
Joseph A. Furman, AICP  
Director, Watauga County Planning & Inspections and Economic Development  
331 Queen Street, Suite A  
Boone, NC 28607  
(828) 265-8043  
(828) 265-8080 (fax)  
[joe.furman@watgov.org](mailto:joe.furman@watgov.org)

Volunteer Application  
Watauga County Boards And Commissions

101811 BCC Meeting

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on [Print Form](#).  
Please sign and mail or fax to:

Watauga County Commissioners' Office  
814 West King Street, Suite 205  
Boone, NC 28607  
Phone: (828) 265-8000  
Fax: (828) 264-3230



Name: Diana Mast White

Home Address: PO Box 786

City: Valle Crucis

Zip: 28691

Telephone: (H) 828-963-6528

(W) \_\_\_\_\_

(Fax) \_\_\_\_\_

Email: dmastwhite@yahoo.com

Place of Employment: Mast Store

Job Title: Part time postal clerk

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- |                                     |                                    |                                    |
|-------------------------------------|------------------------------------|------------------------------------|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork   | <input type="radio"/> Watauga      |
| <input type="radio"/> New River     | <input type="radio"/> Brushy Fork  | <input type="radio"/> Cove Creek   |
| <input type="radio"/> Beaver Dam    | <input type="radio"/> Meat Camp    | <input type="radio"/> Shawneehaw   |
| <input type="radio"/> Blue Ridge    | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk           | <input type="radio"/> North Fork   | <input type="radio"/> Boone        |

In addition, Please Indicate If You Live In One Of The Following Areas:

- |                                                      |                                                                 |
|------------------------------------------------------|-----------------------------------------------------------------|
| <input type="radio"/> Foscoe-Grandfather Community   | <input checked="" type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed        | <input type="radio"/> Winklers Creek Watershed                  |
| <input type="radio"/> South Fork New River Watershed | <input type="radio"/> Extraterritorial Area                     |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

Gender

- Male  
 Female

Ethnic Background

- African American       Hispanic  
 Caucasian                 Other  
 Native American

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. Watauga County Board Of Adjustment

2. \_\_\_\_\_

3. \_\_\_\_\_

Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

101811 BCC Meeting

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work  
Experience:

I was a Deputy Labor Commissioner for the State of California for 6 years in the 1970's and 1980's. Before that I was a Field Representative for a Human Relations Commission in California. I also have worked as an administrative assistant at Hewlett Packard. My first job in 1964 was with the Defense Department at Ft. Meade, Maryland.

Volunteer  
Experience:

I have served on the Board of the Hunger Coalition in Boone. I was chairman of the Valle Country Fair for two years in Valle Crucis and served on the Vestry of St. Mary's Episcopal Church in Blowing Rock. I am currently on the Board of the Valle Crucis Conference Center.

Other  
Experience:

Other  
Comments:

Signature: *Diane Mast White*

Date: 10/7/11

Volunteer Application  
Watauga County Boards And Commissions

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form.  
Please sign and mail or fax to:

*Watauga County Commissioners' Office*  
814 West King Street, Suite 205  
Boone, NC 28607  
Phone: (828) 265-8000  
Fax: (828) 264-3230

Name: Jason Henry Connelly

Home Address: 4556 NC Hwy 194 S

City: Banner Elk

Zip: 28604

Telephone: (H) 828.963.5369

(W) 828.406.1539

(Fax) \_\_\_\_\_

Email: jason.connelly@gmail.com

Place of Employment: Self-Employed; DBA Jason Henry Connelly, P.L.S.

Job Title: Land Surveyor

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

Bald Mountain

Stony Fork

Watauga

New River

Brushy Fork

Cove Creek

Beaver Dam

Meat Camp

Shawneehaw

Blue Ridge

Blowing Rock

Laurel Creek

Elk

North Fork

Boone

In addition, Please Indicate If You Live In One Of The Following Areas:

Foscoe-Grandfather Community

Valle Crucis Historic District

Howards Creek Watershed

Winklers Creek Watershed

South Fork New River Watershed

Extraterritorial Area

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

Gender

Male

Female

Ethnic Background

African American

Hispanic

Caucasian

Other

Native American

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1.

2.

3.

Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

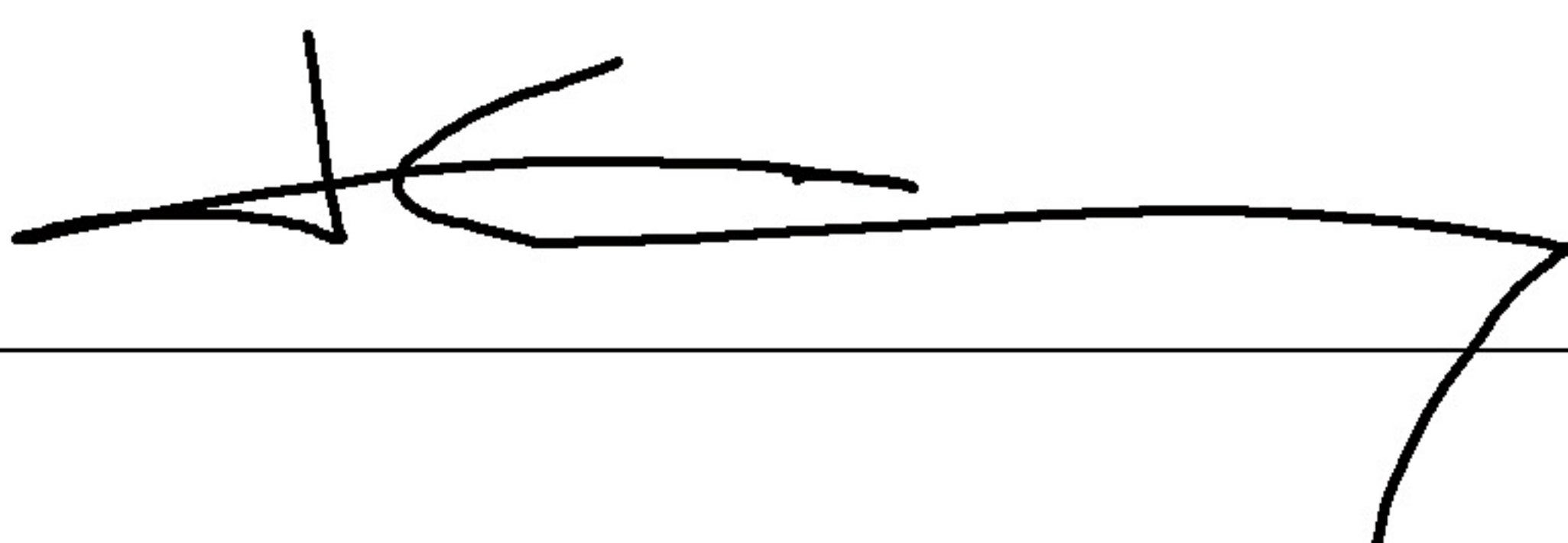
Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work  
Experience:

Volunteer  
Experience:

Other  
Experience:

Other  
Comments:

Signature: 

Date: 10/13/11

**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*E. Announcements*

**MANAGER'S COMMENTS:**

The 56th Annual Farm-City Banquet will be held on Thursday, November 3, 2011 at 6:00 P.M. at the Boone United Methodist Church. The theme for this year's banquet is "High Country Grown." A local foods dinner will be served, followed by recognition of individuals for their contributions and support of our local agricultural economy.

The Annual County Christmas Luncheon which will be held at Dan'l Boone Inn on Tuesday, December 13, 2011, from 12:00 to 2:00 P.M.

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**AGENDA ITEM 12:**

**PUBLIC COMMENT**

**MANAGER'S COMMENTS:**

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

**AGENDA ITEM 13:**

**BREAK**

**AGENDA ITEM 14:**

**CLOSED SESSION**

**MANAGER'S COMMENTS:**

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