

Public Service Announcement

In order to maintain the safety of County residents, the Watauga County Board of Commissioners Meeting scheduled for 5:30 P.M. on Tuesday, July 21, 2020, will be conducted electronically. The Board Packet, including the agenda, is available on the County's website at: http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

The public may access this meeting by

Calling: +1 929 205 6099 and entering the following:

Meeting ID: 841 8277 5592

Password: 12345

OR

Clicking the following link:

<https://us02web.zoom.us/j/84182775592?pwd=QjNEdlR6UTNtMWFhTjhzQ04xMnlxZz09>

The County is making every effort to ensure that the public is able to, not only listen to the meeting, but also to participate in the public comments portion. You may submit public comment by email to: public.comments@watgov.org or by mail to:

Clerk to the Board of Commissioners
814 West King Street, Suite 205
Boone, NC 28607

Public comments received by 5:00 P.M. on Monday, July 20, 2020, will be available to view by the time of the meeting (July 21, 2020, at 5:30 P.M.) on the County's website at: http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

A recording of this meeting will be available by 5:00 P.M. on Wednesday, July 22, 2020, on the County's website at:

http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

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

**TUESDAY, JULY 21, 2020
5:30 P.M.**

**ELECTRONIC MEETING ORIGINATING FROM THE
WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS' CONFERENCE ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 16, 2020, Regular Meeting June 16, 2020, Closed Session		1
	3	APPROVAL OF THE JULY 21, 2020, AGENDA		11
5:35	4	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	MS. JENNIFER GREENE	13
5:40	5	SCHOOL BOARD REQUEST TO AMEND THE VALLE CRUCIS HISTORIC DISTRICT ORDINANCE	DR. SCOTT ELLIOTT	15
5:45	6	PROPOSED PARKING STRUCTURES	MR. MATTHEW OETTING	23
5:50	7	TAX MATTERS	MR. LARRY WARREN	
		A. Monthly Collections Report		39
		B. Refunds and Releases		41
		C. Annual Settlement of Tax Collector		49
		D. Oath to Collect Taxes		97
		E. Motor Vehicle Value Appeal		101
5:55	8	MAINTENANCE MATTERS	MR. ROBERT MARSH	
		A. Bid Award Request for Health Department Chiller Repair		105
		B. Proposed Courthouse and Administration Building Roofing Project Design-Build Amendment		127
6:00	9	PROPOSED VENDING CONTRACT FOR COUNTY FACILITIES	MR. STEPHEN POULOS	177
6:05	10	BUDGET AMENDMENTS	MS. MISTY WATSON	183
6:10	11	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. CARES Act Relief Funds Plan		185
		B. Appointment of the North Carolina Association of County Commissioners' (NCACC) Annual Conference Voting Delegate		187
		C. Proposed Amendments to the County's Electronic Meeting Policy		189
		D. Boards and Commissions		193
		E. Announcements		197
6:15	12	PUBLIC COMMENT	BY WRITTEN SUBMISSION	198
6:20	13	BREAK		198
6:25	14	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		198
6:30	15	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

June 16, 2020, Regular Meeting

June 16, 2020, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JUNE 16, 2020**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 16, 2020, at 5:30 P.M. remotely with the meeting originating in the Manager's Conference Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Welch called the remote electronic meeting to order at 5:31 P.M. by calling roll with each Commissioner answering as present. The following were present:

PRESENT VIA ELECTRONIC MEANS:

John Welch, Chairman
 Billy Kennedy, Vice-Chairman
 Larry Turnbow, Commissioner
 Charlie Wallin, Commissioner
 Perry Yates, Commissioner
 Anthony di Santi, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Commissioner Yates opened with a prayer and Vice-Chairman Kennedy led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the June 2, 2020, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the June 2, 2020, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the June 2, 2020, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the June 16, 2020, agenda.

Commissioner Wallin, seconded by Commissioner Turnbow, moved to approve the June 16, 2020, agenda as presented.

VOTE: Aye-5
Nay-0

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

Ms. Jennifer Greene, AppHealthCare Director, provided an update on the Coronavirus (COVID-19). The report was for information only and, therefore, no action was required.

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of May 2020. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the Refunds and Releases Report for May 2020 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the Refunds and Releases Report for May 2020 as presented.

VOTE: Aye-5
Nay-0

SUBDIVISION PERFORMANCE GUARANTEE

Mr. Joe Furman presented a subdivision performance guarantee for Waterfront Group/Deep Creek Holdings, for completion of the roads in Phase I, Monteagle, which was approved by the Planning Board at their June 15, 2020, meeting. Mr. Furman stated that Section 92 of the *Ordinance To Govern Subdivisions and Multi Unit Structures* provided for performance guarantees in lieu of completion of improvements prior to final plat recordation, and required Board of Commissioners approval of the guarantee. The estimate for completion of the roads was in the amount of \$161,310. Section 92 required the guarantee to be 120% of the estimate which was \$193,572. The developer has proposed to provide a check in that amount. Mr. Furman stated that ninety percent of the paving was completed as of Monday, June 15, and if the remainder of the work had been completed the guarantee would be unnecessary.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to accept a check, if needed, in an amount up to \$193,572, from Waterfront Group/Deep Creek Holdings to guarantee paving of Phase I of Monteagle.

VOTE: Aye-5
Nay-0

PROJECT ON AGING MATTERS

A. Proposed Reallocation of FY 2020 Home & Community Care Block Grant (H&CCBG) Funds

Ms. Angie Boitnotte stated that, due to COVID-19 related issues, the Project on Aging (POA) needed to reallocate FY 2020 Home and Community Care Block Grant (H&CCBG) funds. The H&CCBG allocation for FY 2020 was \$300,702, which required a local match of \$33,412. Ms. Boitnotte stated that the match was present in the POA FY 2020 County budget.

H&CCBG Service	Original Allocation	Revised Allocation	Local Match
In-Home Aide Level I	\$102,213	\$94,046	\$10,450
In-Home Aide Level II	\$40,316	\$64,483	\$7,165
Congregate Meals	\$53,194	\$53,992	\$5,999
Home Delivered Meals	\$89,181	\$76,181	\$8,465
Transportation	\$15,798	\$12,000	\$1,333
Totals	\$300,702	\$300,702	\$33,412

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to accept the Fiscal Year 2020 Home & Community Care Block Grant (H&CCBG) fund budget reallocations as presented by Ms. Boitnotte.

VOTE: Aye-5
Nay-0

B. Proposed Allocation of FY 2021 Home & Community Care Block Grant (H&CCBG) Funds

Ms. Angie Boitnotte, Project on Aging Director, requested acceptance of the projected allocation of \$293,576 in Home and Community Care Block Grant (H&CCBG) funds for FY 2021. Ms. Boitnotte stated that the required local match is \$32,620 and is present in the Project on Aging's FY 2021 budget.

H&CCBG Service	H&CCBG Allocation	Local Match
In-Home Aide Level I	\$102,213	\$11,357
In-Home Aide Level II	\$40,316	\$4,480
Congregate Meals	\$49,631	\$5,515
Home Delivered Meals	\$89,181	\$9,909
Transportation	\$12,235	\$1,359
Totals	\$293,576	\$32,620

Commissioner Turnbow, seconded by Commissioner Wallin, moved to accept the recommended allocations for Fiscal Year 2021 for the Home & Community Care Block Grant (H&CCBG) Funds.

VOTE: Aye-5
Nay-0

C. Proposed Families First Coronavirus Response Act (FFCRA) and Coronavirus Aid, Relief, and Economic Security (CARES) Act Agreement

Ms. Angie Boitnotte, Project on Aging Director, requested the acceptance of \$38,127 in Families First Coronavirus Response Act (FFCRA) funding and \$94,068 in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the NC Division of Aging and Adult Services. The FFCRA and CARES Act funding must be used to respond to the coronavirus emergency by providing Older Americans Act activities related to the response. No match was required and the funding must be expended by September 30, 2021.

FFCRA Service	Allocation
Congregate Meals	\$12,709
Home Delivered Meals	\$25,418
Totals	\$38,127

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to accept the \$38,127 in Families First Coronavirus Response Act (FFCRA) funding and \$94,068 in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the North Carolina Division of Aging and Adult Services and approve the disbursement of those funds as presented by Ms. Boitnotte.

VOTE: Aye-5
Nay-0

JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2021 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN

Mr. Stephen Poulos, JCPC Chairman, presented the Juvenile Crime Prevention Council (JCPC) Certification and County Plan as well as the proposed membership roster for FY 2021, which included a potential new member, Mr. Matthew Bonestell, who requested appointment.

Commissioner Turnbow, seconded by Commissioner Yates, moved to accept the Certification and County Plan as presented by Mr. Poulos.

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to waive the second reading and approve the membership list including Mr. Matthew Bonestell as a new member.

VOTE: Aye-5
Nay-0

BUDGET AMENDMENTS

Ms. Misty Watson, Finance Director, reviewed the following budget amendments:

Account #	Description	Debit	Credit
103300-33000	JCPC Grant		\$9,963
105890-463151	Mountain Alliance – JCPC	\$4,936	
105890-463146	Blue Ridge Mediation – JCPC	\$1,565	
105890-463144	Western Youth Network – JCPC	\$3,462	

The amendment recognized the acceptance of additional funds for the Juvenile Crime Prevention grant as approved per Board action on May 19, 2020. No County funds were required as a match.

103300-332006	Senior Health Info Grant		\$1,849
105550-449901	Senior Health Information Program	\$1,849	

The amendment recognized the acceptance of the Senior Health Insurance Information Program (SHIIP) Medicare Improvements for Patients and Providers Act (MIPPA) grant funds per Board action on May 5, 2020. No County funds were required as match.

103300-346001	COVID-19 FEMA Reimbursement		\$100,000
103300-346000	Coronavirus Relief Fund		\$1,164,018
104330-449001	CRF – Watauga County	\$100,000	
104330-449009	CRF – Town of Blowing Rock	\$21,153	
104330-449003	CRF – Town of Boone	\$38,382	
104330-449004	CRF – Town of Seven Devils	\$20,175	
104330-449005	CRF – Town of Beech Mountain	\$20,290	
104330-449006	CRF – Appalachian Regional Healthcare	\$200,000	
104330-449007	CRF – Watauga County Schools	\$125,000	
104330-449008	CRF – App Health Care	\$639,018	
104330-449000	Coronavirus Expenses	\$100,000	

The amendment recognized the acceptance of funds received under Session Law 2020-4 for money reserved for local governments under the Coronavirus Relief Fund and FEMA reimbursement for COVID-19 related expenses.

103980-398121	Transfer from Capital Projects Fund		\$100,000
104920-463000	General Appropriation	\$100,000	
213991-399101	Fund Balance Appropriation		\$100,000
219800-498010	Transfer to General Fund	\$100,000	

The amendment allocated funds from CIP set aside funds for projects as requested by the Economic Development Commission to be utilized for small business loans as a part of the Reenergize Watauga Fund per Board action of May 19, 2020.

104283-457003	Guy Ford Road Grant	\$100,000	
103300-343319	TDA Guy Ford Grant		\$100,000

The amendment recognized the acceptance of a grant from the Watauga County District U TDA for Guy Ford Road river access.

293270-312009	Occupancy Tax Revenues		\$481,000
294140-469900	Watauga County District U TDA	\$475,000	
294140-449900	Administrative Collection Fee	\$6,000	

The amendment recognized additional projected occupancy tax revenues above original budget.

103200-326600	ABC Bottle Tax		\$2,000
105890-469848	Mediation and Restorative Justice	\$2,000	

The amendment recognized additional projected ABC Bottle tax revenues above original budget.

104330-469901	Foscoe Fire District Sales Tax Distribution	\$24,000	
104330-469903	Fall Creek Fire District Sales Tax Distribution	\$500	
104330-469904	Beaver Dam Fire District Sales Tax Distribution	\$3,500	
104330-469905	Boone Fire District Sales Tax Distribution	\$32,000	
104330-469906	Zionville Fire District Sales Tax Distribution	\$5,000	
104330-469907	Cove Creek Fire District Sales Tax Distribution	\$6,000	
104330-469908	Stewart Simmons Fire District Sales Tax Distribution	\$11,000	
104330-469910	Meat Camp Fire District Sales Tax Distribution	\$10,000	
104330-469911	Todd Fire District Sales Tax Distribution	\$3,000	
104330-469912	Blowing Rock Fire District Sales Tax Distribution	\$16,000	
104330-469913	Shawneehaw Fire District Sales Tax Distribution	\$6,000	
104330-469919	Creston Fire District Sales Tax Distribution	\$1,000	
104330-469924	Deep Gap Fire District Sales Tax Distribution	\$10,000	
104330-469998	Beech Mountain Fire District Sales Tax Distribution	\$2,000	
103200-323300	Sales Tax Revenue		\$130,000

The amendment recognized additional projected sales tax distribution above original budget.

243102-312008	Shawneehaw Current Year Tax Revenue		\$300
243102-312101	Foscoe Current Year Tax Revenue		\$1,000
283102-312119	Creston Current Year Tax Revenue		\$500
244340-469908	Shawneehaw	\$300	
244340-469901	Foscoe	\$1,000	
284340-469919	Creston	\$500	

The amendment recognized additional projected property tax revenue above original budget.

103300-343321	EMPG-S Grant		\$12,695
104330-449011	EMPG-S Grant	\$12,695	

The amendment recognized additional funds received from the NC Department of Public Safety for Emergency Management Performance Grant Program Supplemental (EMPG-S) to cover COVID-19 related expenses.

103839-332007	Blue Cross Blue Shield of NC Grant		\$4,950
105550-422000	Food and Provisions	\$4,950	

The amendment recognized acceptance of a Blue Cross Blue Shield of NC grant to support meal delivery to the seniors per Board action on June 2, 2020.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the budget amendments as presented by Ms. Watson.

VOTE: Aye-5
Nay-0

CHANGE ORDER REQUEST FOR COURTHOUSE EXTERIOR WATERPROOFING PROJECT

Mr. Robert Marsh, Maintenance Director, presented change order # 1 for the exterior waterproofing project on the County Courthouse building. Strickland Waterproofing's bid was \$40,000. After the pre-construction meeting, Strickland Waterproofing recommended adding an additional bead of caulking to all of the precast joints for an additional cost in the amount of \$15,000. The purpose of the additional caulking would be to extend the life of the repair. Funds would come from the administrative contingency fund.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to accept the change order from Strickland Waterproofing in the amount of \$15,000.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Purchase of Property for Emergency Communications Tower

County Manager Geouque presented a proposed agreement to purchase a 1.047 acre tract of land located at 1463 Sampson Road in Watauga County, North Carolina. The purchase would be to use the property for the location and construction of an emergency communications tower along with the potential to enhance internet services in that area. The cost for the property was \$100,000. The purchase would be a significant benefit to the County allowing for the ownership of the property and eliminating annual lease payments. In addition, the State would partner with the County to build a Viper tower and would allow a third party internet provider use of the tower. The partnership called for the State to build and maintain the tower which would allow the County to utilize funds, originally designated for this project, for the purchase or lease of future tower sites.

The acquisition of the property was in line with the County's Emergency Communication Upgrade Plan. Two additional sites would also need to be acquired to improve overall emergency communications coverage as well as the potential to improve internet services to underserved areas of the County. The County Attorney had reviewed and approved the agreement as presented.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the purchase of the 1.047 acre tract of land in the amount of \$100,000. The funds to purchase would come from the Emergency Communication CIP fund.

VOTE: Aye-5
Nay-0

B. Boards and Commissions

County Manager Geouque shared the following for consideration:

Social Services Advisory Board

The Social Services Advisory Board recommended the reappointment of Ms. Mary Smalling, who was willing to continue to serve if so appointed, to a four year term. This was a first reading.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to waive the second reading and reappoint Ms. Mary Smalling to a four-year term on the Social Services Advisory Board.

VOTE: Aye-5
Nay-0

Voluntary Farmland Preservation Advisory Board

The Voluntary Farmland Preservation Advisory Board recommended the reappointment of Mr. Andrew Ellis and Ms. Jennifer Miller. These were first readings.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to waive the second reading and reappoint Mr. Andrew Ellis and Ms. Jennifer Miller to the Voluntary Farmland Preservation Advisory Board.

VOTE: Aye-5
Nay-0

Economic Development Commission

Mr. Walter Kaudelka's term on the Economic Development Commission (EDC) was set to expire in June. There was a limit of two (2) consecutive terms. Mr. Kaudelka has served two full terms and, therefore, was ineligible for reappointment. Mr. Charlie Bateman submitted a volunteer application for consideration to serve on this Board. This was a first reading and, therefore, no action was taken.

C. Announcements

County Manager Geouque announced that the first regular meeting in July had been cancelled; therefore, the next Board of Commissioners Meeting would be held on Tuesday, July 21, 2020, at 5:30 P.M.

PUBLIC COMMENT

Vice-Chairman Kennedy requested a recently received email from the North Carolina Association of County Commissioners (NCACC) be included as a part of the public record. Chairman Welch read the comment submitted by Its Sapph. The written comment and the NCACC email were made available through the County Manager's Office and on the County's website.

CLOSED SESSION

At 6:31 P.M., Commissioner Turnbow, seconded by Commissioner Wallin, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to resume the open meeting at 7:17 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Chairman Welch adjourned the meeting at 7:17 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE JULY 21, 2020, AGENDA

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AGENDA ITEM 4:

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

MANAGER'S COMMENTS:

Ms. Jennifer Greene, AppHealthCare Director, will provide an update on the Coronavirus (COVID-19).

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

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AGENDA ITEM 5:**SCHOOL BOARD REQUEST TO AMEND THE VALLE CRUCIS HISTORIC DISTRICT ORDINANCE****MANAGER'S COMMENTS:**

Dr. Scott Elliott, Watauga County School Superintendent, will present a resolution by the Watauga County Board of Education authorizing the acquisition of property located in the Valle Crucis area for a new elementary school. The parcel number of the property is 1980-26-1517 and is approximately 14.4 acres at a cost of \$1,105,000. The Watauga County Board of Education will request the Board proceed with the text amendment to the Valle Crucis Historic District Ordinance. The text amendments are as follows:

- 2.3 Exemption of Bona Fide Farms and Public Schools. This ordinance shall not be applicable to bona fide farm, but any use of farm property for non-farm purposes is subject to the regulations. Bone Fide Farm purposes include production of crops, fruits, vegetables, ornamental and flowering plants, dairy, poultry and all other forms of agricultural products having a domestic or foreign market.
- Sections 2.4, 2.5 shall not be applicable to public schools

The Board may:

- Adopt the Statement of Consistency text amendment as presented.
- Adopt the Statement of Consistency text amendment with modifications.
- Table action to another meeting.
- Deny the proposed amendments.

Staff seeks direction from the Board.

**RESOLUTION OF THE BOARD WATAUGA COUNTY OF EDUCATION
APPROVING AND AUTHORIZING THE ACQUISITION OF REAL PROPERTY
FOR SCHOOL CONSTRUCTION PURPOSES**

WHEREAS, the laws of the state of North Carolina place responsibility for the capital needs of schools within Watauga County jointly upon the Board of County Commissioners for the County of Watauga (the “County”) and the Watauga County Board of Education (the “Board”);

WHEREAS, the Board identified a parcel of property, County Parcel Identification Number 1980-26-1517 (the “Property”) that is suitable for a new school construction project in the Valle Crucis community, consisting of approximately 14.4 acres;

WHEREAS, by resolution dated March 19, 2019, the County approved the purchase price of \$1,105,000.00 for the Property, pursuant to G.S. §115C-426;

WHEREAS, the Board’s intended purchase of the Property has been subjected to legal challenge, against which the Board mounted a vigorous and successful defense, receiving a full dismissal with prejudice of claims by order of the Superior Court dated November 14, 2019;

WHEREAS, the Board, its Superintendent and administration have carefully managed funds to enable the Board to acquire the Property with proceeds paid from the Board’s fund balance, with the intent of later conveying the Property to the County for purposes of financing construction of the project, subject to the County’s leasing the Property back to the Board for management of the project and operation of the school;

WHEREAS, the Board’s administrators, working with the Board’s selected architect, engineers and associated experts, has engaged in a careful and exhaustive due diligence process to examine the Property for its usefulness and suitability for a school site, and is now satisfied that the project can be constructed as designed by the architect to suit the needs of education in the Valle Crucis community;

WHEREAS, the due diligence process concluded with the issuance of an improvement permit and site plan approval from the Appalachian District Health Department on June 9, 2020; and


WHEREAS, the final matter concerning the Property, in need of resolution prior to the Board’s ability to finalize the purchase which is set by contract to occur within 30 days of July 30, 2020, is the amendment of the Valle Crucis Historic District Zoning Ordinance and any other applicable regulations to permit the construction of a school, concerning which the County has had multiple public hearings and other opportunity for public input over the last year.


NOW, THEREFORE BE IT RESOLVED by the Watauga County Board of Education, the following:

- 1) The Board hereby requests the County Commission to enable the Property's use as a school site, in as expeditious a manner as possible, through appropriate amendment to applicable regulations.
- 2) Upon resolution of the zoning matter, satisfactory in the discretion of the Superintendent and Board Chair, the Board resolves to finalize the purchase of the Property and proceed to closing.
- 3) The proposed purchase price established by contract, in the amount of One Million One Hundred Five Thousand and No/100 Dollars (\$1,105,000.00) for the Property is approved. The Board's Finance Officer is hereby authorized to expend such funds from the Board's fund balance upon closing of the purchase, less amounts previously advanced as earnest money.
- 4) The Board Chair and Superintendent are hereby authorized, in the name of and as the act of the Board, to execute such documents and to take such other actions as they shall deem necessary or expedient to finalize the purchase of the Property.

Read and approved at the regular meeting of the Watauga County Board of Education, this 13th day of July, 2020.


 Ron Henries, Chairman

Attest:

 Dr. Scott Elliott, Superintendent and
 Ex Officio Secretary to the Board


 Date

2019

November 19, 2019

PROPOSED AMENDMENTS TO THE VALLE CRUCIS HISTORIC DISTRICT ORDINANCE

This item was tabled under the amended agenda.

November 6, 2019

PROPOSED AMENDMENTS TO THE VALLE CRUCIS HISTORIC DISTRICT ORDINANCE

Mr. Joe Furman, Planning and Inspections Department Director, stated that a public hearing had been held to allow public comment on proposed amendments to the Valle Crucis Historic District Ordinance. Mr. Furman also stated that the Board had been provided the Planning Board's support of the proposed amendments and the Valle Crucis Historic District Committee's opposition to the proposed amendments.

Mr. Furman stated that the following options were available for consideration:

- Adopt the Statement of Consistency text amendment as presented
- Adopt the Statement of Consistency text amendment with modifications
- Deny the proposed amendments
- Take no action at this time

Chairman Welch tabled discussion until the next meeting on November 19, 2019.

October 15, 2019

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED CHANGES TO THE VALLE CRUCIS HISTORIC DISTRICT ORDINANCE

Chairman Welch stated that a public hearing was scheduled to allow citizen comment on proposed amendments to the Valle Crucis Historic District Ordinance.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to call the public hearing to order at 5:41 P.M.

VOTE: Aye-5
Nay-0

Mr. Joe Furman, Planning and Inspections Director, gave the following information regarding the proposed amendments:

The Board of Commissioners requested a text amendment be made to the Valle Crucis Historic District Ordinance. The Planning Board had thirty days to review the proposed amendment and determine if it is consistent with the Citizens' Plan for Watauga and provided a written recommendation addressing plan consistency in accordance with NCGS§1 53A-344. The Planning Board provided the Plan Consistency Statement to the Board of Commissioners prior to the Public Hearing in accordance to NCGS§1 53A-341.

Mr. Furman stated that the proposed amendments do not mention a specific location.

The Valle Crucis Historic Commission also had thirty days to review the proposed amendments. The Commission voted 5-0 to recommend that the proposed amendment not be adopted. The primary reasons for this action included: 1) that amending the ordinance to exempt public schools from the area, height, placement, and performance standards of the ordinance would set a precedent for future similar amendments for other uses; 2) that schools should be held to the same standards as other uses to which several of those in attendance, including some Commission members, had been held in the past; 3) that the ordinance to date has effectively preserved the Historic District as described in Section 1.1 (Purposes) of the ordinance, and that adoption of the proposed amendment would undermine those purposes to accommodate construction of a large, new, modern building within the District; and 4) since the local District is also a National Register of Historic Places District, the proposed amendment will not serve it well.

Prior to adopting or rejecting any proposed amendment, the Board of Commissioners is required to adopt a Statement of Plan Consistency and explain why the Board considers the action taken to be reasonable and in the public interest. The plan consistency statement is required by NCGS §153A-341.

Mr. Furman stated that the Board of Commissioners may take one of the following actions after the public hearing: approve the application; approve a modified version of the application; deny approval of the application; or take no action.

By the request of the Board, Mr. Furman stated that comments during the public hearing should be held to the proposed text amendments and not the proposed location for a new Valle Crucis School.

The following shared comments on the proposed amendments to the Valle Crucis Historic District Ordinance:

Tuesdae Rice
Audra Thompson
Kelli Mayhew
Mitch Mayhew
Francis Pressley
Ron Henries
Lyle Schoenfeldt
Todd Rice
Frank Barry
Bill Pressley
Mason Heistand
Amber Cooper
Jill Flood
John Barry
Charles Clement
Catherine Barry
Erin Kiser
Mary Jane Major Klingeman
Molly Barry
Susan Misili
Kelli Crymes
Davis Crymes
Dr. Matt Goodrich
Ron Goodrich
Susan Hazlewood
Mark Read
Liz Lanham
Bob Gates
Matt Duval
Ben Jones
Emily Schefield
Powell
Anna Goodrich
J. D. Dulley
Eddie Mio

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to close the public hearing at 6:47 P.M.

VOTE: Aye-5
Nay-0

After comments from members of the Board of Commissioners, Commissioner Turnbow moved to table consideration of the amendments until a future meeting to allow time to review comments. The motion died due to a lack of a second.

Chairman Welch tabled consideration of the amendments until the next meeting which has been rescheduled, due to the Election, from Tuesday, November 5, to Wednesday, November 6, at 8:30 A.M.

Chairman Welch also encouraged the public to attend the Board of Education's public meeting on Tuesday, October 22, at 6:00 P.M. at Valle Crucis Gym at which time public comment on the new Valle Crucis School will be welcome.

Chairman Welch recessed the meeting at 6:55 P.M. for a short break. Chairman Welch reconvened the meeting at 7:05 P.M.

September 17, 2019, Minutes:

PUBLIC HEARING REQUEST FOR CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE VALLE CRUCIS HISTORIC DISTRICT ORDINANCE

Mr. Joe Furman, Planning and Inspections Director, requested a public hearing be scheduled for October 15, 2019, to consider proposed text amendments to the Valle Crucis Historic District Ordinance as submitted by the Board of Commissioners. Mr. Furman stated that, per General Statute 153A-323, the public hearing is required to be held prior to amending the ordinance. The proposed amendments will be reviewed by the Planning Board and the Valle Crucis Historic District Commission prior to the public hearing.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to schedule the public hearing for Tuesday, October 15, 2019, at 5:30 P.M. to allow for public comment on proposed amendments to the Valle Crucis Historic District Ordinance.

Commissioner Welch stated that the Ordinance covers the entire Valle Crucis Historic District not just the proposed location of the new Valle Crucis School.

VOTE: Aye-5
Nay-0

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AGENDA ITEM 6:**PROPOSED PARKING STRUCTURES****MANAGER'S COMMENTS:**

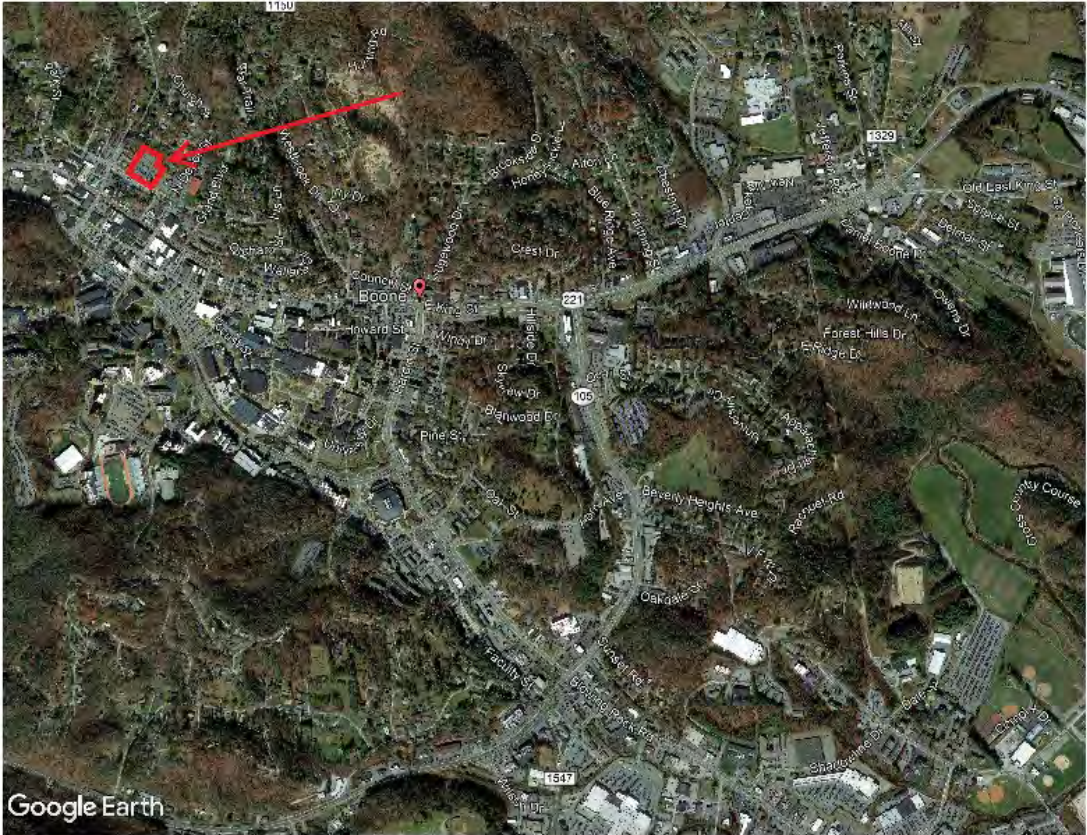
McGill Associates will present two options regarding the proposed parking deck to be located at the Town owned Queen Street lot. The included presentation was presented at the Town's meeting on July 16, 2020. Staff has also included a rough draft of the potential parking deck at the County owned Turner/Ginn lot. This is separate from the joint Town/County contract for parking deck services.

The presentation is for information only; therefore, no action is required at this time. However, the Board may wish to direct staff to provide additional information or conduct follow-up research.

Queen Street Parking Improvements



Location Map



Existing Parking



141 Spaces

Option 1



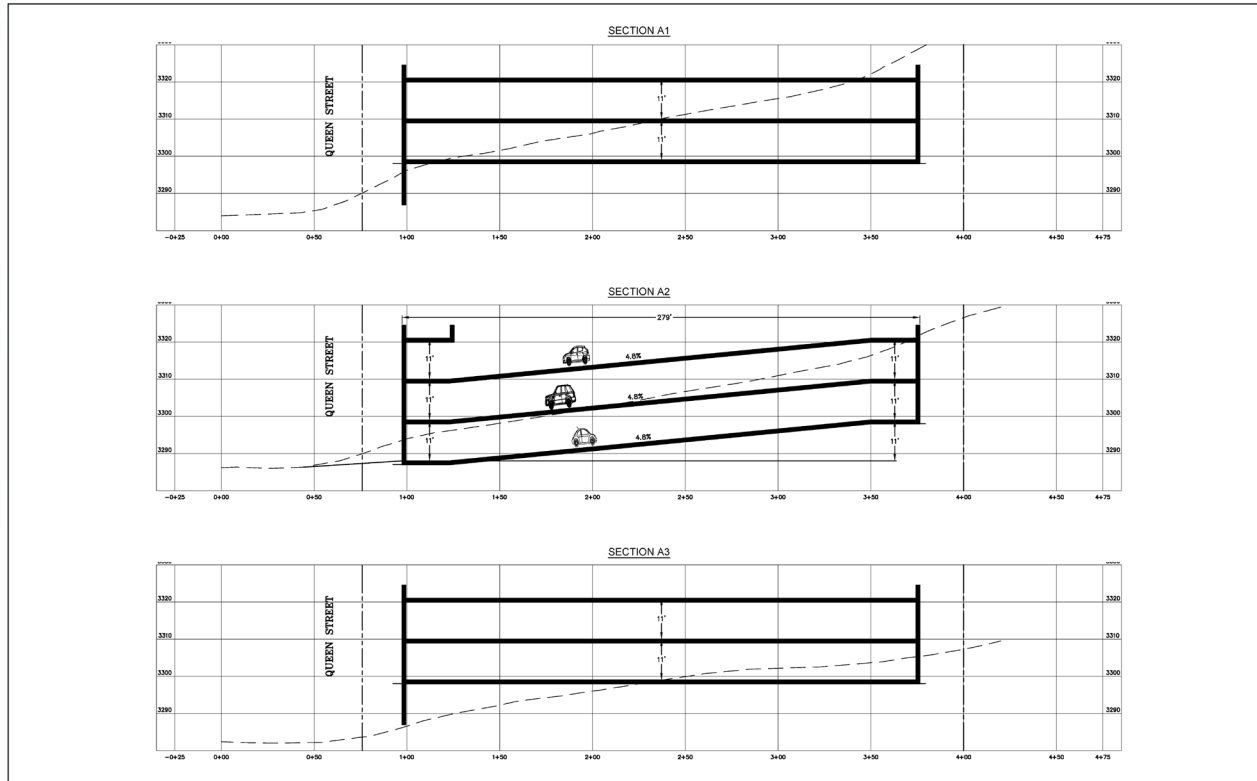
3 Levels

160,000 sf

450 Spaces
in Structure

33 Spaces in
Exterior Lot

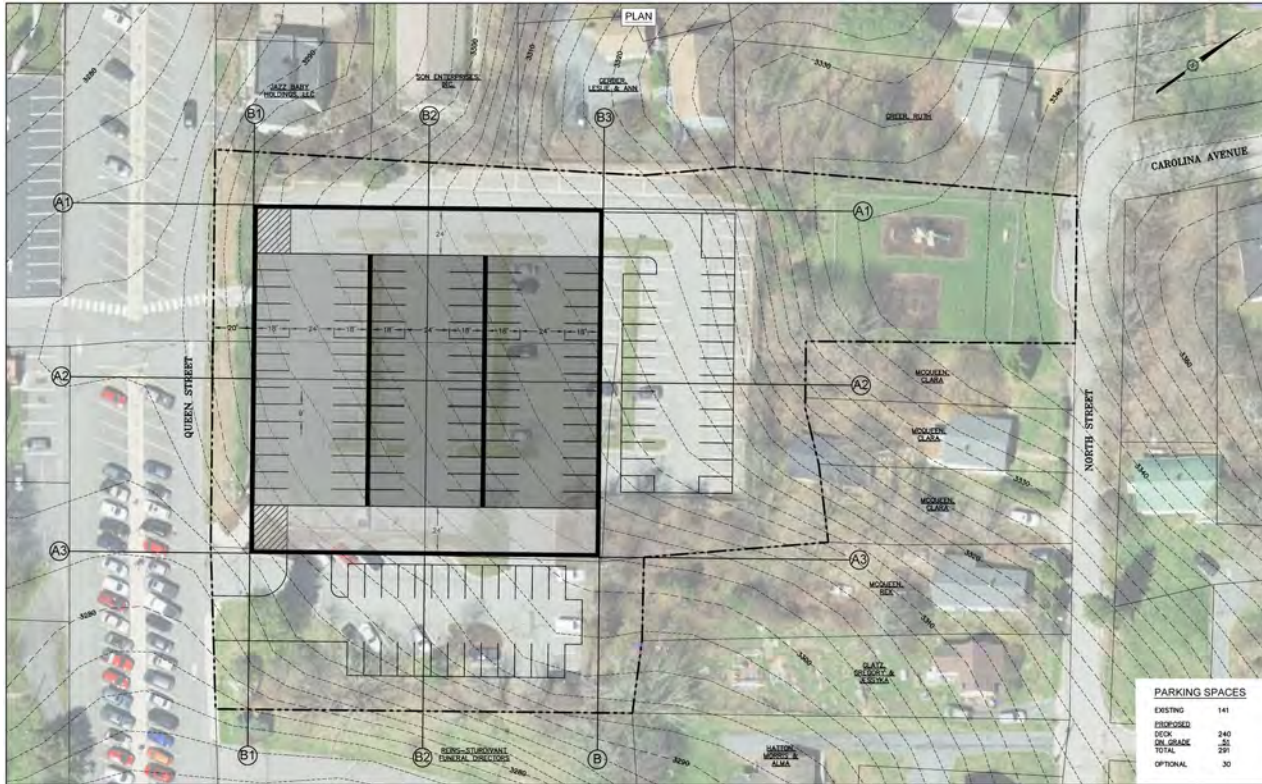
Option 1



Option 1



Option 2



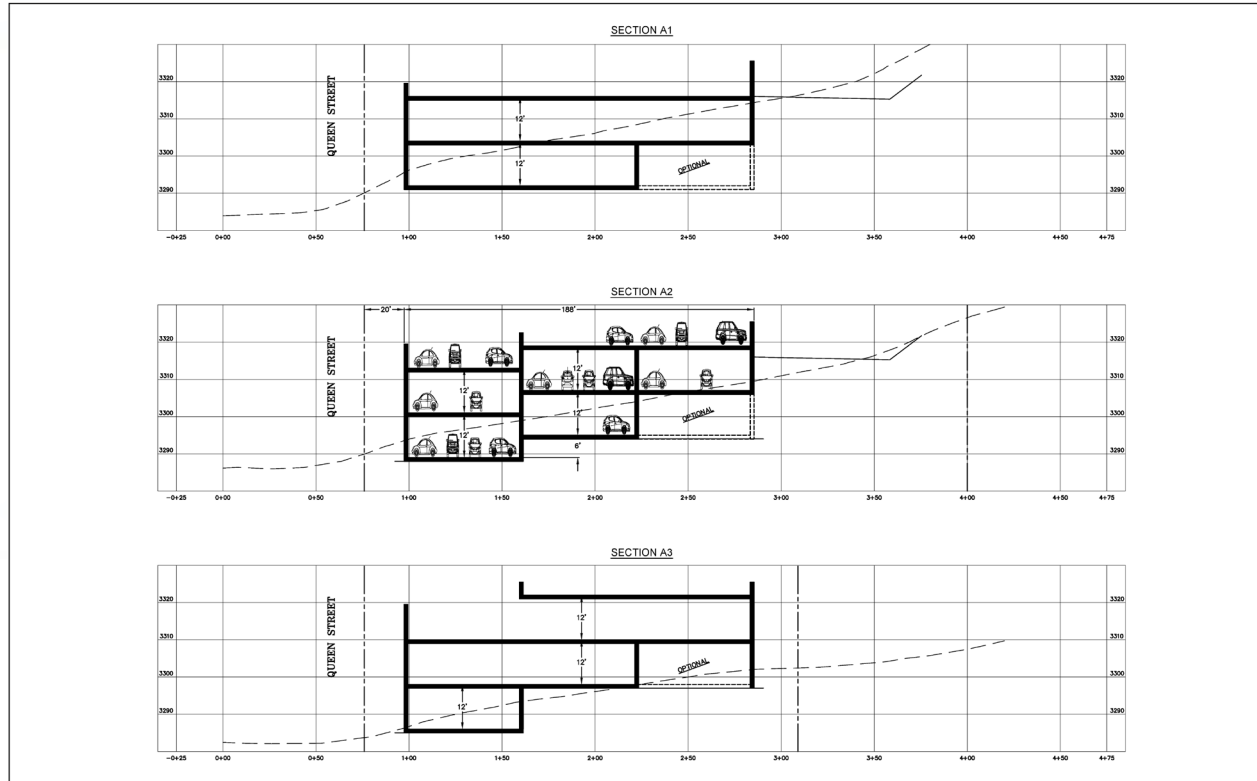
3 Levels

103,500 sf

270 Spaces
in Structure

51 Spaces in
Exterior Lots

Option 2



Option 2



Cost

Option 1

\$15,500,000 (Estimated Project Cost)

- Excludes Mechanical Ventilation
- Excludes temporary soil retainage
- Excludes land/easement acquisition

Option 2

\$10,000,000 (Estimated Project Cost)

- Excludes Mechanical Ventilation
- Excludes temporary soil retainage
- Excludes land/easement acquisition

Cost Source Data

Appalachian State University Stadium Precinct Parking Deck

- Completed 2019
- 477 Parking Stalls on 4 Levels
- 170,000 sf
- Elevator and Stair Access
- Architectural Façade
- Natural Ventilation
- LED Lighting
- WIFI/ Security Communication

Construction Cost = \$12,700,000 (\$26,600/stall) (\$75/sf)



Cost Source Data

National Parking Structure Cost Outlook for 2019 WGI Engineering – West Palm Beach, FL

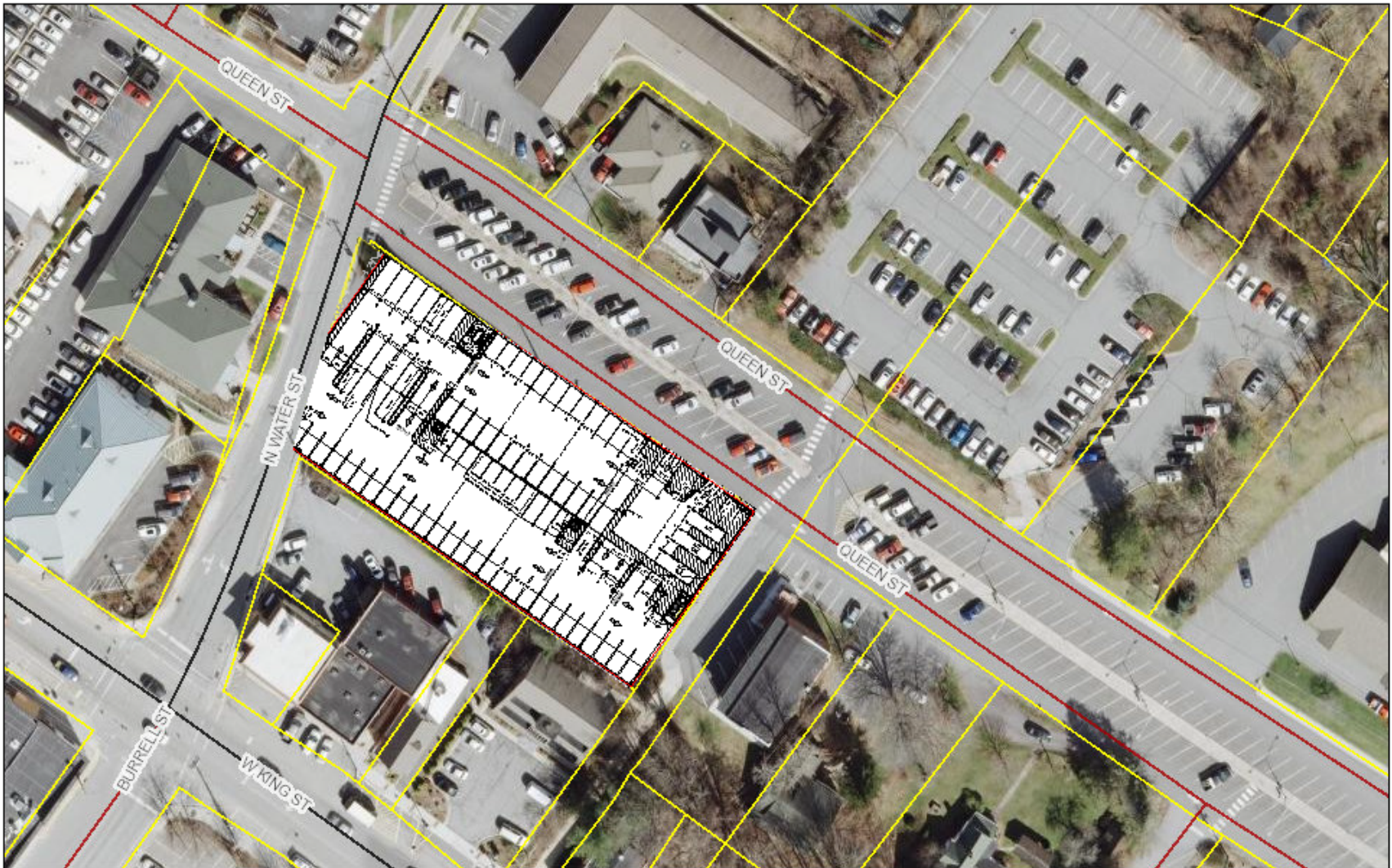
- \$21,500/stall (National Average)
- \$65/sf (National Average)

Discussion



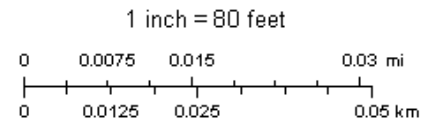
Thank You!

Turner/Ginn Proposed Parking Deck



Disclaimer:

This map is based on the Watauga County Tax Parcel Map. All layers have been modified to this base. This is a thematic map for general planning purposes only. This map is subject to quarterly updates and revisions.



July 15, 2020



AGENDA ITEM 7:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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

Monthly Collections Report**Watauga County**

Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report June 2020

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>					
Taxes 2019	111,558.50	16.90%	35,216,728.90	98.55%	98.98%
Prior Year Taxes	31,574.50		331,203.75		
Solid Waste User Fees	12,663.11	11.63%	2,561,584.02	97.39%	98.11%
Green Box Fees	118.24	NA	2,053.43	NA	NA
Total County Funds	\$155,914.35		\$38,111,570.10		
<u>Fire Districts</u>					
Foscoe Fire	1,701.91	15.00%	462,851.76	98.84%	99.19%
Boone Fire	1,697.66	9.74%	875,329.31	98.39%	99.03%
Fall Creek Service Dist.	612.59	68.22%	9,525.19	97.36%	97.38%
Beaver Dam Fire	482.21	7.53%	97,819.95	94.82%	97.99%
Stewart Simmons Fire	626.70	18.97%	236,117.24	98.93%	99.30%
Zionville Fire	1,054.16	19.54%	111,609.68	97.30%	97.69%
Cove Creek Fire	937.09	12.19%	236,199.14	97.58%	98.43%
Shawneehaw Fire	300.18	24.51%	101,381.27	99.18%	99.45%
Meat Camp Fire	1,536.30	12.93%	202,276.14	96.49%	97.87%
Deep Gap Fire	1,479.45	22.41%	184,309.43	97.90%	98.45%
Todd Fire	224.92	41.59%	61,257.31	99.63%	99.03%
Blowing Rock Fire	4,544.26	34.45%	485,456.46	99.08%	98.81%
M.C. Creston Fire	80.93	6.19%	5,874.94	93.06%	95.12%
Foscoe Service District	56.07	5.14%	73,766.71	98.76%	99.27%
Beech Mtn. Service Dist.	76.69	98.01%	1,627.66	99.91%	99.50%
Cove Creek Service Dist.	0.00	0.00%	324.15	100.00%	100.00%
Shawneehaw Service Dist	22.59	2.26%	6,704.63	96.59%	97.38%
	\$14,821.12		\$3,142,905.78		
<u>Towns</u>					
Boone	17,802.14	27.53%	5,850,719.05	99.28%	99.49%
Municipal Services	2,185.05	43.16%	129,899.75	97.97%	99.23%
Boone MV Fee	NA	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA	NA
Total Town Taxes	\$19,987.19		\$5,980,618.80		
Total Amount Collected	\$190,722.66		\$47,235,094.68		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 7:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Warren will present the Refunds and Releases Reports. Board action is required to accept the Refunds and Releases Reports.

06/30/2020 15:03
Larry.Warren

WATAUGA COUNTY
RELEASES - 06/01/2020 TO 06/30/2020

P 1
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1786226 CORNELL, JAMES ROBERT, LIFE ESTATE CORNELL, BRENDA GAY, LIFE ESTATE 290 NORTH STAR LN DEEP GAP, NC 28618	RE 2019	48581	06/30/2020			0	F10	5.55
	2951-04-6726-000			F10			G01	44.73
	TAX RELEASES				7266			
	BILLED TO INCORRECT OWNER REBILLED TO NEW OWNER							50.28
1276823 SANDERS, GARRY R 192 HAMPTON TRL CT BOONE, NC 28607	PP 2018	1744	06/30/2020			0	SWF	80.00
	276823999			F02			G01	49.00
	TAX RELEASES				7270		F02	8.33
	listed in new owners name as of 2018						G01L	4.90
							F02L	.83
								143.06
1276823 SANDERS, GARRY R 192 HAMPTON TRL CT BOONE, NC 28607	PP 2019	2004	06/30/2020			0	SWF	80.00
	276823999			F02			G01	54.24
	TAX RELEASES				7271		F02	8.08
	listed under new owners name as 2019						G01L	5.42
							F02L	.81
								148.55
1546308 SHEPHERD, STEVE 172 SUMMERS DR BOONE, NC 28607	PP 2019	2854	06/30/2020			0	SWF	80.00
	546308999			C02			G01	4.03
	TAX RELEASES				7272		C02	4.10
	mh was removed in 2019						G01L	.40
							C02L	.41
								88.94
1614426 SILVA, RICKY 130 MONTEAGLE BOONE, NC 28607	PP 2014	3412	06/30/2020			0	SWF	80.00
	614426999			F02			G01	9.83
	TAX RELEASES				7275		F02	1.57
	listed under Lisa Lopez since 2013						G01L	.98
							F02L	.16
								92.54
1614426 SILVA, RICKY 130 MONTEAGLE BOONE, NC 28607	PP 2015	3337	06/30/2020			0	SWF	80.00
	614426999			F02			G01	9.83
	TAX RELEASES				7276		F02	1.57
	listed under Lisa Lopez since 2013						G01L	.98
							F02L	.16
								92.54

06/30/2020 15:03
Larry.Warren

WATAUGA COUNTY
RELEASES - 06/01/2020 TO 06/30/2020

P 2
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1614426 SILVA, RICKY 130 MONTEAGLE BOONE, NC 28607	PP 2016	3441	06/30/2020			0 SWF	80.00
	614426999			F02		G01	9.83
	TAX RELEASES				7277	F02	1.88
	listed under Lisa Lopez					G01L	.98
						F02L	.19
						92.88	
1614426 SILVA, RICKY 130 MONTEAGLE BOONE, NC 28607	PP 2017	3489	06/30/2020			0 SWF	80.00
	614426999			F02		G01	11.08
	TAX RELEASES				7278	F02	1.88
	Listed Under Lisa Lopez since 2013					G01L	1.11
						F02L	.19
						94.26	
1614426 SILVA, RICKY 130 MONTEAGLE BOONE, NC 28607	PP 2018	3350	06/30/2020			0 SWF	80.00
	614426999			F02		G01	10.73
	TAX RELEASES				7279	F02	1.82
	listed under Lisa Lopez since 2013					G01L	1.07
						F02L	.18
						93.80	
1614426 SILVA, RICKY 130 MONTEAGLE BOONE, NC 28607	PP 2019	3539	06/30/2020			0 SWF	80.00
	614426999			F02		G01	11.89
	TAX RELEASES				7280	F02	1.77
	listed under Lisa Lopez Since 2013					G01L	1.19
						F02L	.18
						95.03	
1616840 TRAILSEEKERS INC DBA FOOTSLLOGGERS 139 S DEPOT ST BOONE, NC 28607	PP 2017	3530	06/30/2020			0 G01	71.94
	616840999			C02		C02	83.56
	TAX RELEASES				7273		
	sold business						155.50
1616840 TRAILSEEKERS INC DBA FOOTSLLOGGERS 139 S DEPOT ST BOONE, NC 28607	PP 2019	3575	06/30/2020			0 G01	52.51
	616840999			C02		C02	53.42
	TAX RELEASES				7274	G01L	5.25
	sold business to Alpen glow holding					C02L	5.34
							116.52

06/30/2020 15:03
Larry.Warren

WATAUGA COUNTY
RELEASES - 06/01/2020 TO 06/30/2020

P 3
tncrpt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1761103 WILLIAMS, JOEL W 9060 US HWY 421 N ZIONVILLE, NC 28698	RE 2017 1983-92-1994-000 TAX RELEASES INCORRECT OWNER BILLED DIFFERENT JOEL WILLIAMS	1000039	06/30/2020	F07	7268	0	F07 G01 SWF	93.85 662.58 80.00 <hr/> 836.43
DETAIL SUMMARY	COUNT: 13	RELEASES - TOTAL				0		2,100.33

06/30/2020 15:03
Larry.Warren

WATAUGA COUNTY
RELEASES - 06/01/2020 TO 06/30/2020

P 4
tncraprt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2014	PP	F02	BOONE FIRE PP	1.57
2014	PP	F02L	BOONE FIRE LATE LIST	.16
2014	PP	G01	WATAUGA COUNTY PP	9.83
2014	PP	G01L	WATAUGA COUNTY LATE LIST	.98
2014	PP	SWF	SOLID WASTE USER FEE	80.00
2014 TOTAL			92.54	
2015	PP	F02	BOONE FIRE PP	1.57
2015	PP	F02L	BOONE FIRE LATE LIST	.16
2015	PP	G01	WATAUGA COUNTY PP	9.83
2015	PP	G01L	WATAUGA COUNTY LATE LIST	.98
2015	PP	SWF	SANITATION USER FEE	80.00
2015 TOTAL			92.54	
2016	PP	F02	BOONE FIRE PP	1.88
2016	PP	F02L	BOONE FIRE LATE LIST	.19
2016	PP	G01	WATAUGA COUNTY PP	9.83
2016	PP	G01L	WATAUGA COUNTY LATE LIST	.98
2016	PP	SWF	SANITATION USER FEE	80.00
2016 TOTAL			92.88	
2017	RE	F07	COVE CREEK FIRE RE	93.85
2017	RE	G01	WATAUGA COUNTY RE	662.58
2017	RE	SWF	SANITATION USER FEE	80.00
2017	PP	C02	BOONE PP	83.56
2017	PP	F02	BOONE FIRE PP	1.88
2017	PP	F02L	BOONE FIRE LATE LIST	.19
2017	PP	G01	WATAUGA COUNTY PP	83.02
2017	PP	G01L	WATAUGA COUNTY LATE LIST	1.11
2017	PP	SWF	SANITATION USER FEE	80.00
2017 TOTAL			1,086.19	
2018	PP	F02	BOONE FIRE PP	10.15
2018	PP	F02L	BOONE FIRE LATE LIST	1.01
2018	PP	G01	WATAUGA COUNTY PP	59.73
2018	PP	G01L	WATAUGA COUNTY LATE LIST	5.97
2018	PP	SWF	SANITATION USER FEE	160.00
2018 TOTAL			236.86	
2019	RE	F10	DEEP GAP FIRE RE	5.55
2019	RE	G01	WATAUGA COUNTY RE	44.73
2019	PP	C02	BOONE PP	57.52
2019	PP	C02L	BOONE LATE LIST	5.75
2019	PP	F02	BOONE FIRE PP	9.85
2019	PP	F02L	BOONE FIRE LATE LIST	.99
2019	PP	G01	WATAUGA COUNTY PP	122.67
2019	PP	G01L	WATAUGA COUNTY LATE LIST	12.26
2019	PP	SWF	SANITATION USER FEE	240.00
2019 TOTAL			499.32	

06/30/2020 15:03
Larry.Warren

WATAUGA COUNTY
RELEASES - 06/01/2020 TO 06/30/2020

P 5
tncrapt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR CAT CHARGE	AMOUNT
SUMMARY TOTAL	2,100.33

06/30/2020 15:03
Larry.Warren

WATAUGA COUNTY
RELEASES - 06/01/2020 TO 06/30/2020

P 6
tncrapt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2017	C02	BOONE PP	83.56
C02	2017	G01	WATAUGA COUNTY PP	71.94
C02	2019	C02	BOONE PP	57.52
C02	2019	C02L	BOONE LATE LIST	5.75
C02	2019	G01	WATAUGA COUNTY PP	56.54
C02	2019	G01L	WATAUGA COUNTY LATE LIST	5.65
C02	2019	SWF	SANITATION USER FEE	80.00
		C02 TOTAL		360.96
F02	2014	F02	BOONE FIRE PP	1.57
F02	2014	F02L	BOONE FIRE LATE LIST	.16
F02	2014	G01	WATAUGA COUNTY PP	9.83
F02	2014	G01L	WATAUGA COUNTY LATE LIST	.98
F02	2014	SWF	SOLID WASTE USER FEE	80.00
F02	2015	F02	BOONE FIRE PP	1.57
F02	2015	F02L	BOONE FIRE LATE LIST	.16
F02	2015	G01	WATAUGA COUNTY PP	9.83
F02	2015	G01L	WATAUGA COUNTY LATE LIST	.98
F02	2015	SWF	SANITATION USER FEE	80.00
F02	2016	F02	BOONE FIRE PP	1.88
F02	2016	F02L	BOONE FIRE LATE LIST	.19
F02	2016	G01	WATAUGA COUNTY PP	9.83
F02	2016	G01L	WATAUGA COUNTY LATE LIST	.98
F02	2016	SWF	SANITATION USER FEE	80.00
F02	2017	F02	BOONE FIRE PP	1.88
F02	2017	F02L	BOONE FIRE LATE LIST	.19
F02	2017	G01	WATAUGA COUNTY PP	11.08
F02	2017	G01L	WATAUGA COUNTY LATE LIST	1.11
F02	2017	SWF	SANITATION USER FEE	80.00
F02	2018	F02	BOONE FIRE PP	10.15
F02	2018	F02L	BOONE FIRE LATE LIST	1.01
F02	2018	G01	WATAUGA COUNTY PP	59.73
F02	2018	G01L	WATAUGA COUNTY LATE LIST	5.97
F02	2018	SWF	SANITATION USER FEE	160.00
F02	2019	F02	BOONE FIRE PP	9.85
F02	2019	F02L	BOONE FIRE LATE LIST	.99
F02	2019	G01	WATAUGA COUNTY PP	66.13
F02	2019	G01L	WATAUGA COUNTY LATE LIST	6.61
F02	2019	SWF	SANITATION USER FEE	160.00
		F02 TOTAL		852.66
F07	2017	F07	COVE CREEK FIRE RE	93.85
F07	2017	G01	WATAUGA COUNTY RE	662.58
F07	2017	SWF	SANITATION USER FEE	80.00
		F07 TOTAL		836.43
F10	2019	F10	DEEP GAP FIRE RE	5.55
F10	2019	G01	WATAUGA COUNTY RE	44.73
		F10 TOTAL		50.28
		SUMMARY TOTAL		2,100.33

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AGENDA ITEM 7:

TAX MATTERS

C. Annual Settlement of Tax Collector

MANAGER'S COMMENTS:

Per G. S. 105-373, an annual settlement of the Tax Collector is required to be prepared and submitted to the Board of Commissioners for review and approval. Mr. Warren will be present to discuss the settlement and answer any questions from the Board.

Board action is required for approval.

MEMORANDUM

TO: WATAUGA COUNTY COMMISSIONERS

FROM: LARRY WARREN, TAX ADMINISTRATOR

SUBJECT: ANNUAL SETTLEMENT OF TAX COLLECTOR IN ACCORDANCE
WITH G.S. 105-373

DATE: July 21, 2020

THIS ANNUAL SETTLEMENT OF THE TAX COLLECTOR AS PREPARED BY LARRY WARREN, TAX ADMINISTRATOR, IS SUBMITTED FOR YOUR REVIEW AND APPROVAL. UPON YOUR APPROVAL, THIS SETTLEMENT SHALL BE ENTERED IN FULL UPON THE MINUTES OF THIS MEETING OF THIS GOVERNING BODY.

ATTACHMENT: SETTLEMENT

Annual Settlement of Tax Collector WATAUGA COUNTY
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	<u>35,784,732.39</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>79,000.41</u>
C. All other sums charged and debits.	\$	<u> </u>
TOTAL CHARGE	\$	<u><u>35,863,732.80</u></u>

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	<u>35,244,795.58</u>
B. Interest.	\$	<u>79,000.41</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u> </u>
D. Releases duly allowed by the governing body.	\$	<u>22,074.28</u>
E. Discounts allowed by law.	\$	<u> </u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u> </u>
TOTAL CREDIT	\$	<u><u>35,345,870.27</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>517,862.53</u>
TOTAL	\$	<u><u>35,863,732.80</u></u>

Annual Settlement of Tax Collector TOWN OF BOONE
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>5,901,777.57</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>8,708.96</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>5,910,486.53</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>5,820,341.05</u>
B.	Interest.	\$ <u>8,708.96</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ _____
D.	Releases duly allowed by the governing body.	\$ <u>39,445.22</u>
E.	Discounts allowed by law.	\$ _____
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ _____
TOTAL CREDIT		\$ <u><u>5,868,495.23</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>41,991.30</u>
TOTAL	\$ <u><u>5,910,486.53</u></u>

Annual Settlement of Tax Collector FOSCOE FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>464,707.57</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>870.36</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>465,577.93</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>457,332.63</u>
B.	Interest.	\$ <u>870.36</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>0.00</u>
D.	Releases duly allowed by the governing body.	\$ <u>2,010.78</u>
E.	Discounts allowed by law.	\$ <u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>0.00</u>
TOTAL CREDIT		\$ <u><u>460,213.77</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>5,364.16</u>
TOTAL	\$ <u><u>465,577.93</u></u>

Annual Settlement of Tax Collector BOONE FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>885,823.18</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>1,589.20</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>887,412.38</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>867,993.43</u>
B.	Interest.	\$ <u>1,589.20</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>0.00</u>
D.	Releases duly allowed by the governing body.	\$ <u>3,671.21</u>
E.	Discounts allowed by law.	\$ <u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>0.00</u>
TOTAL CREDIT		\$ <u><u>873,253.84</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>14,158.54</u>
TOTAL	\$ <u><u>887,412.38</u></u>

Annual Settlement of Tax Collector FALL CREEK
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.		\$	10,007.91
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$	71.26
C. All other sums charged and debits.		\$	0.00
TOTAL CHARGE			\$ 10,079.17

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.		\$	9,453.89
B. Interest.		\$	71.26
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$	0.00
D. Releases duly allowed by the governing body.		\$	4.04
E. Discounts allowed by law.		\$	0.00
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$	0.00
TOTAL CREDIT			\$ 9,529.19

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$	549.98
TOTAL			\$ 10,079.17

Annual Settlement of Tax Collector BEAVER DAM FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	<u>100,954.60</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>281.08</u>
C. All other sums charged and debits.	\$	<u>0.00</u>
TOTAL CHARGE	\$	<u><u>101,235.68</u></u>

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	<u>95,607.26</u>
B. Interest.	\$	<u>281.08</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>0.00</u>
D. Releases duly allowed by the governing body.	\$	<u>130.32</u>
E. Discounts allowed by law.	\$	<u>0.00</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>0.00</u>
TOTAL CREDIT	\$	<u><u>96,018.66</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>5,217.02</u>
TOTAL	\$	<u><u>101,235.68</u></u>

Annual Settlement of Tax Collector STEWART SIMMONS FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	<u>236,525.34</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>1,013.07</u>
C.	All other sums charged and debits.	\$	<u>0.00</u>
	TOTAL CHARGE	\$	<u><u>237,538.41</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	<u>233,495.34</u>
B.	Interest.	\$	<u>1,013.07</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>0.00</u>
D.	Releases duly allowed by the governing body.	\$	<u>495.25</u>
E.	Discounts allowed by law.	\$	<u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>0.00</u>
	TOTAL CREDIT	\$	<u><u>235,003.66</u></u>

	RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>2,534.75</u>
	TOTAL	\$	<u><u>237,538.41</u></u>

Annual Settlement of Tax Collector ZIONVILLE FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>112,264.74</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>348.37</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>112,613.11</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>109,109.88</u>
B.	Interest.	\$ <u>348.37</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>0.00</u>
D.	Releases duly allowed by the governing body.	\$ <u>122.83</u>
E.	Discounts allowed by law.	\$ <u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>0.00</u>
TOTAL CREDIT		\$ <u><u>109,581.08</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>3,032.03</u>
TOTAL	\$ <u><u>112,613.11</u></u>

Annual Settlement of Tax Collector COVE CREEK FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>238,108.32</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>638.46</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>238,746.78</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>231,313.90</u>
B.	Interest.	\$ <u>638.46</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>0.00</u>
D.	Releases duly allowed by the governing body.	\$ <u>1,067.82</u>
E.	Discounts allowed by law.	\$ <u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>0.00</u>
TOTAL CREDIT		\$ <u><u>233,020.18</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>5,726.60</u>
TOTAL	\$ <u><u>238,746.78</u></u>

Annual Settlement of Tax Collector SHAWNEEHAW FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>99,489.63</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>733.80</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>100,223.43</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>98,616.68</u>
B.	Interest.	\$ <u>733.80</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>0.00</u>
D.	Releases duly allowed by the governing body.	\$ <u>55.93</u>
E.	Discounts allowed by law.	\$ <u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>0.00</u>
TOTAL CREDIT		\$ <u><u>99,406.41</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>817.02</u>
TOTAL	\$ <u><u>100,223.43</u></u>

Annual Settlement of Tax Collector MEAT CAMP FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>203,683.07</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>509.74</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>204,192.81</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>196,173.96</u>
B.	Interest.	\$ <u>509.74</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>0.00</u>
D.	Releases duly allowed by the governing body.	\$ <u>362.93</u>
E.	Discounts allowed by law.	\$ <u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>0.00</u>
TOTAL CREDIT		\$ <u><u>197,046.63</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>7,146.18</u>
TOTAL	\$ <u><u>204,192.81</u></u>

Annual Settlement of Tax Collector DEEP GAP FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.		\$	188,645.17
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$	556.79
C. All other sums charged and debits.		\$	0.00
TOTAL CHARGE			\$ 189,201.96

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.		\$	180,804.19
B. Interest.		\$	556.79
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$	0.00
D. Releases duly allowed by the governing body.		\$	3,960.61
E. Discounts allowed by law.		\$	0.00
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$	0.00
TOTAL CREDIT			\$ 185,321.59

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$	3,880.37
TOTAL			\$ 189,201.96

Annual Settlement of Tax Collector TODD FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>60,953.61</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>149.07</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>61,102.68</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>60,727.03</u>
B.	Interest.	\$ <u>149.07</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>0.00</u>
D.	Releases duly allowed by the governing body.	\$ <u>0.13</u>
E.	Discounts allowed by law.	\$ <u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>0.00</u>
TOTAL CREDIT		\$ <u><u>60,876.23</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>226.45</u>
TOTAL	\$ <u><u>61,102.68</u></u>

Annual Settlement of Tax Collector BLOWING ROCK FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>484,740.78</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>1,071.23</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>485,812.01</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>479,229.72</u>
B.	Interest.	\$ <u>1,071.23</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>0.00</u>
D.	Releases duly allowed by the governing body.	\$ <u>1,057.19</u>
E.	Discounts allowed by law.	\$ <u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>0.00</u>
TOTAL CREDIT		\$ <u><u>481,358.14</u></u>

	RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>4,453.87</u>
TOTAL		\$ <u><u>485,812.01</u></u>

Annual Settlement of Tax Collector MEAT CAMP-CRESTON FIRE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	<u>5,931.54</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>17.26</u>
C.	All other sums charged and debits.	\$	<u>0.00</u>
	TOTAL CHARGE	\$	<u><u>5,948.80</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	<u>5,519.12</u>
B.	Interest.	\$	<u>17.26</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>0.00</u>
D.	Releases duly allowed by the governing body.	\$	<u>0.67</u>
E.	Discounts allowed by law.	\$	<u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>0.00</u>
	TOTAL CREDIT	\$	<u><u>5,537.05</u></u>

	RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>411.75</u>
	TOTAL	\$	<u><u>5,948.80</u></u>

Annual Settlement of Tax Collector MUNICIPAL SERVICE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	<u>136,010.10</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>325.05</u>
C. All other sums charged and debits.	\$	<u>0.00</u>
TOTAL CHARGE	\$	<u><u>136,335.15</u></u>

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	<u>129,109.07</u>
B. Interest.	\$	<u>325.05</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>0.00</u>
D. Releases duly allowed by the governing body.	\$	<u>4,221.64</u>
E. Discounts allowed by law.	\$	<u>0.00</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>0.00</u>
TOTAL CREDIT	\$	<u><u>133,655.76</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>2,679.39</u>
TOTAL	\$	<u><u>136,335.15</u></u>

Annual Settlement of Tax Collector

LANDFILL FEES

FY 2019 in accordance with G.S. 105-373 (a) (3)

SOLID WASTE USER FEE

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	<u>2,593,840.00</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>5,816.15</u>
C.	All other sums charged and debits.	\$	<u>0.00</u>
TOTAL CHARGE		\$	<u><u>2,599,656.15</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	<u>2,512,054.97</u>
B.	Interest.	\$	<u>5,816.15</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>0.00</u>
D.	Releases duly allowed by the governing body.	\$	<u>14,574.53</u>
E.	Discounts allowed by law.	\$	<u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>0.00</u>
TOTAL CREDIT		\$	<u><u>2,532,445.65</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).

\$ 67,210.50

TOTAL

\$ 2,599,656.15

Annual Settlement of Tax Collector FOSCOE SERVICE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	73,737.87
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	148.81
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	73,886.68

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	72,756.94
B. Interest.	\$	148.81
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	0.00
D. Releases duly allowed by the governing body.	\$	66.20
E. Discounts allowed by law.	\$	0.00
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	0.00
TOTAL CREDIT	\$	72,971.95

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	914.73
TOTAL	\$	73,886.68

Annual Settlement of Tax Collector BEECH MTN. SERVICE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>1,602.71</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>10.77</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
	TOTAL CHARGE	\$ <u><u>1,613.48</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>1,601.15</u>
B.	Interest.	\$ <u>10.77</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>0.00</u>
D.	Releases duly allowed by the governing body.	\$ <u>0.09</u>
E.	Discounts allowed by law.	\$ <u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>0.00</u>
	TOTAL CREDIT	\$ <u><u>1,612.01</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>1.47</u>
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TOTAL	\$ <u><u>1,613.48</u></u>
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Annual Settlement of Tax Collector COVE CREEK SERVICE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	423.35
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	0.00
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	423.35

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	324.15
B. Interest.	\$	0.00
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	0.00
D. Releases duly allowed by the governing body.	\$	99.20
E. Discounts allowed by law.	\$	0.00
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	0.00
TOTAL CREDIT	\$	423.35

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).

\$ 0.00

TOTAL \$ 423.35

Annual Settlement of Tax Collector SHAWNEEHAW SERVICE DISTRICT
 FY 2019 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	<u>6,904.39</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>62.32</u>
C.	All other sums charged and debits.	\$	<u>0.00</u>
	TOTAL CHARGE	\$	<u><u>6,966.71</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	<u>6,508.46</u>
B.	Interest.	\$	<u>62.32</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>0.00</u>
D.	Releases duly allowed by the governing body.	\$	<u>165.86</u>
E.	Discounts allowed by law.	\$	<u>0.00</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>0.00</u>
	TOTAL CREDIT	\$	<u><u>6,736.64</u></u>

	RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>230.07</u>
	TOTAL	\$	<u><u>6,966.71</u></u>

ANNUAL SETTLEMENT OF TAX COLLECTOR
WATAUGA COUNTY

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>816,260.08</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>290,277.52</u>
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B.	2009 taxes written off		\$ <u>10,669.10</u>
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C.	Adjustments		\$ <u>2,288.56</u>
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	TOTAL CREDITS	\$ <u>303,235.18</u>
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Prior Year Taxes @ <u>6/30/20</u>		\$ <u>513,024.90</u>
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	TOTAL	\$ <u>816,260.08</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
TOWN OF BOONE

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>106,934.48</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>21,948.55</u>
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B.	2009 taxes written off		\$ <u>4,472.12</u>
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C.	Adjustments		\$ <u>223.51</u>
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	TOTAL CREDITS		\$ <u>26,644.18</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>80,290.30</u>
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	TOTAL		\$ <u>106,934.48</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
TOWN OF BLOWING ROCK

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>198.16</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>0.00</u>
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B.	2009 taxes written off		\$ <u>0.00</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS		\$ <u>0.00</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>198.16</u>
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	TOTAL		\$ <u>198.16</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR

TOWN OF SEVEN DEVILS

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$	<u>1.77</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>0.00</u>
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B.	<u>2009</u> taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>0.00</u>
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	TOTAL CREDITS		\$	<u>0.00</u>
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Prior Year Taxes	@	<u>6/30/20</u>	\$	<u>1.77</u>
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	TOTAL		\$	<u>1.77</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
TOWN OF BEECH MOUNTAIN

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>11,923.51</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>4,064.26</u>
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B.	2009 taxes written off		\$ <u>120.87</u>
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C.	Adjustments		\$ <u>45.42</u>
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	TOTAL CREDITS		\$ <u>4,230.55</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>7,692.96</u>
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	TOTAL		\$ <u>11,923.51</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
FOSCOE FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>19,898.88</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>5,254.47</u>
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B.	2009 taxes written off		\$ <u>213.62</u>
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C.	Adjustments		\$ <u>563.32</u>
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	TOTAL CREDITS	\$ <u>6,031.41</u>
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Prior Year Taxes @ <u>6/30/20</u>		\$ <u>13,867.47</u>
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	TOTAL	\$ <u>19,898.88</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR

BOONE FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$	<u>19,898.88</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>5,254.47</u>
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B.	<u>2009</u> taxes written off		\$	<u>213.62</u>
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C.	Adjustments		\$	<u>563.32</u>
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	TOTAL CREDITS		\$	<u>6,031.41</u>
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	Prior Year Taxes	@ <u>6/30/20</u>	\$	<u>13,867.47</u>
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	TOTAL		\$	<u>19,898.88</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
FALL CREEK

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$	<u>436.67</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>139.29</u>
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B.	2009 taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>0.00</u>
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	TOTAL CREDITS		\$	<u>139.29</u>
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	Prior Year Taxes @	<u>6/30/20</u>	\$	<u>297.38</u>
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	TOTAL		\$	<u>436.67</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
BEAVER DAM FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>5,916.20</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>1,676.67</u>
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B.	2009 taxes written off		\$ <u>16.73</u>
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C.	Adjustments		\$ <u>17.15</u>
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	TOTAL CREDITS	\$ <u>1,710.55</u>
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Prior Year Taxes @ <u>6/30/20</u>		\$ <u>4,205.65</u>
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	TOTAL	\$ <u>5,916.20</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
STEWART SIMMONS FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>3,841.98</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>1,504.14</u>
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B.	2009 taxes written off		\$ <u>59.49</u>
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C.	Adjustments		\$ <u>(105.76)</u>
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	TOTAL CREDITS		\$ <u>1,457.87</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>2,384.11</u>
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	TOTAL		\$ <u>3,841.98</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
ZIONVILLE FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>7,182.77</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>1,665.18</u>
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B.	2009 taxes written off		\$ <u>66.47</u>
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C.	Adjustments		\$ <u>7.35</u>
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	TOTAL CREDITS		\$ <u>1,739.00</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>5,443.77</u>
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	TOTAL		\$ <u>7,182.77</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
COVE CREEK FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>11,455.44</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>4,107.04</u>
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B.	2009 taxes written off		\$ <u>108.96</u>
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C.	Adjustments		\$ <u>(69.63)</u>
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	TOTAL CREDITS		\$ <u>4,146.37</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>7,309.07</u>
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	TOTAL		\$ <u>11,455.44</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
SHAWNEEHAW FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>2,798.84</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>1,573.58</u>
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B.	2009 taxes written off		\$ <u>16.51</u>
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C.	Adjustments		\$ <u>0.08</u>
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	TOTAL CREDITS		\$ <u>1,590.17</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>1,208.67</u>
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	TOTAL		\$ <u>2,798.84</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
MEAT CAMP FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>12,757.65</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>4,592.46</u>
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B.	2009 taxes written off		\$ <u>57.37</u>
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C.	Adjustments		\$ <u>(44.24)</u>
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	TOTAL CREDITS		\$ <u>4,605.59</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>8,152.06</u>
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	TOTAL		\$ <u>12,757.65</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
DEEP GAP FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>7,823.93</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>2,479.21</u>
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B.	2009 taxes written off		\$ <u>103.99</u>
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C.	Adjustments		\$ <u>93.29</u>
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	TOTAL CREDITS	\$ <u>2,676.49</u>
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Prior Year Taxes @ <u>6/30/20</u>		\$ <u>5,147.44</u>
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	TOTAL	\$ <u>7,823.93</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
TODD FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>960.53</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>313.78</u>
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B.	2009 taxes written off		\$ <u>2.73</u>
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C.	Adjustments		\$ <u>0.01</u>
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	TOTAL CREDITS	\$ <u>316.52</u>
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Prior Year Taxes @ <u>6/30/20</u>		\$ <u>644.01</u>
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	TOTAL	\$ <u>960.53</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
BLOWING ROCK FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>8,596.66</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>5,034.69</u>
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B.	2009 taxes written off		\$ <u>89.43</u>
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C.	Adjustments		\$ <u>(113.37)</u>
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	TOTAL CREDITS		\$ <u>5,011.25</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>3,585.41</u>
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	TOTAL		\$ <u>8,596.66</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
MEAT CAMP-CRESTON FIRE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>806.28</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>253.99</u>
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B.	2009 taxes written off		\$ <u>0.00</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS		\$ <u>253.99</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>552.29</u>
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	TOTAL		\$ <u>806.28</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
MUNICIPAL SERVICE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>7,078.91</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>538.84</u>
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B.	2009 taxes written off		\$ <u>255.48</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS		\$ <u>794.32</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>6,284.59</u>
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	TOTAL		\$ <u>7,078.91</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
GREEN BOX FEES

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>15,666.51</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>1,523.65</u>
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B.	2009 taxes written off		\$ <u>2,122.46</u>
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C.	Adjustments		\$ <u>194.28</u>
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	TOTAL CREDITS		\$ <u>3,840.39</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>11,826.12</u>
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	TOTAL		\$ <u>15,666.51</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
SOLID WASTE USER FEE

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$	<u>177,886.00</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>40,443.24</u>
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B.	2009 taxes written off		\$	<u>5,845.49</u>
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C.	Adjustments		\$	<u>65.76</u>
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	TOTAL CREDITS		\$	<u>46,354.49</u>
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	Prior Year Taxes @	<u>6/30/20</u>	\$	<u>131,531.51</u>
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	TOTAL		\$	<u>17,886.00</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
FOSCOE SERVICE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$	<u>1,411.09</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>731.70</u>
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B.	2009 taxes written off		\$	<u>0.83</u>
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C.	Adjustments		\$	<u>0.00</u>
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	TOTAL CREDITS		\$	<u>732.53</u>
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	Prior Year Taxes @	<u>6/30/20</u>	\$	<u>678.56</u>
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	TOTAL		\$	<u>1,411.09</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
BEECH MTN. SERVICE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>19.82</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>14.00</u>
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B.	2009 taxes written off		\$ <u>0.25</u>
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C.	Adjustments		\$ <u>0.10</u>
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	TOTAL CREDITS		\$ <u>14.35</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>5.47</u>
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	TOTAL		\$ <u>19.82</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
COVE CREEK SERVICE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>0.00</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>0.00</u>
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B.	2009 taxes written off		\$ <u>0.00</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS		\$ <u>0.00</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>0.00</u>
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	TOTAL		\$ <u>0.00</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
SHAWNEEHAW SERVICE DISTRICT

Prior year FY 2019-2020 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2009-2018</u>	\$ <u>506.99</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>121.68</u>
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B.	2009 taxes written off		\$ <u>0.00</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS		\$ <u>121.68</u>
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	Prior Year Taxes @ <u>6/30/20</u>		\$ <u>385.31</u>
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	TOTAL		\$ <u>506.99</u>
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AGENDA ITEM 7:

TAX MATTERS

D. Oath to Collect Taxes

MANAGER'S COMMENTS:

Each year the Board of County Commissioners is required to authorize the Tax Administrator of Watauga County to collect taxes for the upcoming year.

Board action is requested to authorize the Tax Administrator to begin the process of collection.

OATH AS TO DILIGENT EFFORT TO COLLECT TAXES

N.C.G.S. 105-373

I, LARRY WARREN, DO SOLEMNLY SWEAR THAT SINCE THE DATE OF MY APPOINTMENT AS WATAUGA COUNTY TAX ADMINISTRATOR, I HAVE MADE DILIGENT EFFORTS TO COLLECT THE TAXES DUE FROM TAXPAYERS OWNING REAL AND PERSONAL PROPERTY AND WHOSE TAXES FOR THE PRECEDING FISCAL YEAR REMAIN UNPAID.

THAT I HAVE DILIGENTLY ENDEAVORED TO COLLECT TAXES OUT OF THE PERSONAL PROPERTY OF TAXPAYERS THROUGH ATTACHMENT AND GARNISHMENT AND BY OTHER MEANS AVAILABLE.

THAT EFFORTS HAVE BEEN MADE TO COLLECT IN SPECIAL CASES SUCH AS BANKRUPTCY AND FROM ESTATES AND IN OTHER UNUSUAL CASES.

THAT I HAVE MADE EFFORTS TO ESTABLISH PAYMENT SCHEDULES FOR TAXPAYERS FACING FINANCIAL HARDSHIPS OR OTHER UNUSUAL CIRCUMSTANCES.

THAT INFORMATION CONCERNING TAXPAYERS IS ON FILE IN THE WATAUGA COUNTY TAX OFFICE.

LARRY WARREN, TAX ADMINISTRATOR

OATH ADMINISTERED BY: _____
(NAME)

(TITLE)

DATE

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
TO THE TAX ADMINISTRATOR OF THE COUNTY OF WATAUGA

YOU ARE HEREBY AUTHORIZED, EMPOWERED, AND COMMANDED TO COLLECT THE TAXES SET FORTH IN THE TAX RECORDS FILED IN THE OFFICE OF THE WATAUGA COUNTY TAX ADMINISTRATOR AND IN THE TAX BILLS HEREWITH DELIVERED TO YOU, IN THE AMOUNTS AND FROM THE TAXPAYERS LIKEWISE THEREIN SET FORTH. SUCH TAXES ARE HEREBY DECLARED TO BE A FIRST LIEN UPON ALL REAL PROPERTY OF THE RESPECTIVE TAXPAYERS IN THE COUNTY OF WATAUGA, AND THIS ORDER SHALL BE A FULL AND SUFFICIENT AUTHORITY TO DIRECT, REQUIRE , AND ENABLE YOU TO LEVY ON AND SELL ANY REAL OR PERSONAL PROPERTY OF SUCH TAXPAYERS, FOR AND ON ACCOUNT THEREOF, IN ACCORDANCE WITH LAW.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____ 2020

(SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS
OF WATAUGA COUNTY

ATTEST:

CLERK OF BOARD OF COMMISSIONERS
COUNTY OF WATAUGA

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AGENDA ITEM 7:**TAX MATTERS*****E. Motor Vehicle Value Appeal*****MANAGER'S COMMENTS:**

Mr. Warren will request the Board appoint themselves as the Motor Vehicle Valuation Review Committee. The reason for the change is the last appeal reviewed by the committee was 20 years ago and the Board serving in that capacity would exiate Ms. Nancy Eastman's claim. Ms. Eastman contacted the tax office regarding the value of her 2015 Subaru Outback. She was billed on a value of \$11,000. The condition and mileage of her car was considered adjusted to the value of \$9,460, which reduced her tax liability, by \$1.79. She does not agree with the adjusted value and went to several local dealerships and asked them to value her car. She presented the Kelley Blue Book print outs from the dealerships, each one reflecting "Trade In Value" and not Fair Market Value or Retail Value, which NC Statute, 105-330.2 states, "...value is determined using the most currently available January 1 retail value of the vehicle."

Mr. Warren advised her that he was not willing to adjust the vehicle further and she is appealing to the County Commissioners for consideration.

Board action is required to appoint the Board as the Motor Vehicle Valuation Review Committee and role on Ms. Eastman's appeal.



WATAUGA COUNTY TAX ADMINISTRATION

*Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607
(828) 265-8021 – FAX (828) 264-3230*

MEMO

To: Deron Geouque, County Manager

CC: Anita Fogle, Clerk to the Board

From: Larry Warren, Tax Administrator

Date: July 7, 2020

RE: Motor Vehicle Value Appeal

I would like to have an item added to the July 21st agenda, specifically a motor vehicle valuation appeal. Nancy Eastman contacted our office regarding the value of her 2015 Subaru Outback. She was billed on a value of \$11,000. We considered the condition of her car and the mileage on her car and adjusted the value to \$9,460 which reduced her tax liability by \$1.79. She does not agree with the adjusted value and went to several local dealerships and asked them to value her car. She presented to me Kelley Blue Book print outs from the dealerships, each one reflecting “Trade In Value” and not Fair Market Value or Retail Value, which NC Statute, 105-330.2 states, “...value is determined using the most currently available January 1 retail value of the vehicle.”

I advised her that I was not willing to adjust the vehicle further and she is appealing to the County Commissioners for consideration.

MOTOR VEHICLE VALUATION REVIEW COMMITTEE

METHOD OF APPOINTMENT:	Appointed by Board of Commissioners
COMPENSATION TO MEMBERS:	\$25.00 per meeting. There are no term limits, Comm. serves at the pleasure of the Board.
REGULAR MEETING TIME & PLACE:	Called meetings by Tax Administrator

<u>Present Members</u>	<u>Appointed</u>
John Welch	12/03/19
C. L. Main	08/29/95
Bobby McConnell	03/16/93

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AGENDA ITEM 8:**MAINTENANCE MATTERS****MANAGER'S COMMENTS:*****A. Bid Award Request for Health Department Chiller Repair***

Mr. Robert Marsh, Maintenance Director, will request the Board approve a bid for a rebuilt compressor from Hoffman Mechanical Solutions, Greensboro, NC, in the amount of \$16,586.42. Hoffman Mechanical Solutions was the lowest responsive bidder. The entire chiller unit is scheduled for replacement in the FY 24-25 budget due to age and the phasing out of R22 refrigerant units. Adequate funds have been budgeted to cover the expense.

Board approval is required.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RM*

DATE: July 8, 2020

RE: Bid Award for Health Department Chiller Repair

BACKGROUND

The 95-ton chiller that was installed at the Health Department when it was built in 2003 experienced a second-stage compressor failure this spring. The chiller is keeping up with building demand with just one compressor working, however, it is prudent to go ahead and restore both compressors to good working order. The entire chiller unit is scheduled for replacement in the FY 24-25 budget due to age and the phasing out of R22 refrigerant units.

In April, several vendors were solicited by staff to submit proposals to replace the compressor with either a new or rebuilt compressor.

BID SUMMARY

NAME	NEW COMPRESSOR	REBUILT COMPRESSOR
HVAC, Inc.	\$17,854.00 (Includes refrigerant, 1-year warranty)	Refused to bid a rebuilt compressor but instead submitted proposal for complete chiller replacement (\$89,934.00)
Daikin	\$27,243.00 (Includes refrigerant)	\$21,320.00 (Includes refrigerant)
Hoffman	\$27,290.75 (Includes 5-year warranty; refrigerant not included)	\$16,586.42 (Includes refrigerant, 1-year warranty)

RECOMMENDATION

Staff has reviewed the proposals and recommends the Bid Award be made to Hoffman Mechanical Solutions, Greensboro, NC, for a cost of \$16,586.42. The rebuilt compressor is warranted for one year.

FISCAL IMPACT

The FY 20-21 budget contains money to cover the cost of this repair project.

PROPOSAL

To: Watauga County Maintenance
Project: Watauga County Health Dept. Compressor C/O
Date: 4/22/2020
Attn: Steven Moody / Robert Marsh

SCOPE

HVAC Inc. is pleased to offer materials and labor for sale as listed below:

- Recover the refrigerant in the circuit
- Remove and replace (1) compressor on chiller
- Install (1) new compressor 8DS6000FSD Copeland Compressor
- Install (1) new filter drier shell and cores for the suction side on the system
- Install new R-22 refrigerant approx. 92 lbs. in circuit
- Start up and verify operation
- Compressor has 1 year warranty

Total . . . \$17,854 .00

****Proposal does not include tax if applicable****

Please call with any questions. Proposal valid for 30 days. Payment due upon completion of work.

Sincerely,

Brian Wilson
HVAC Inc.

Customer

Acceptance _____ Date _____

PO # _____

PROPOSAL

To: Watauga County Maintenance
Project: Watauga County Health Dept. Chiller Replacement
Date: 4/22/2020
Attn: Steven Moody / Robert Marsh

SCOPE

HVAC Inc. is pleased to offer equipment, materials and labor for sale as listed below:

- Recover the glycol water
- Remove and replace (1) 90 Ton chiller
- Install (1) new Daikin AGZ91E Chiller
- Re-connect welded water lines
- Re-insulate chill water lines
- Add glycol to system approx. 30% solution
- Start up and verify operation
- Factory start up by Daikin
- Chiller has 5 years parts and labor warranty

Total . . . \$89,934 .00

****Proposal does not include tax if applicable****

Please call with any questions. Proposal valid for 30 days. Payment due upon completion of work.

Sincerely,

Brian Wilson
HVAC Inc.

Customer

Acceptance _____

Date _____

PO # _____



**Service & Repair Proposal
Compressor Replacement (New)**

969 W. KING STREET ATTN: ACCTS PAYABLES
BOONE, NC
28607

Proposal #: Q-00046597

4/22/2020

Prepared for:
Steve Moody

WATAUGA COUNTY MAINTENANCE

Prepared by:
Jeffrey Metcalf
SSR
Raleigh District

Email: jeffrey.metcalf@daikinapplied.com



A Proven Partner

Our customers count on Daikin Applied to design and manufacture technologically advanced commercial HVAC systems that deliver the highest efficiency and solutions that extend the life their building systems.

Our Company

Daikin Applied is a wholly owned subsidiary of Daikin Industries, Ltd. the largest air conditioning manufacturer in the world. Product innovation is a hallmark at Daikin Applied. Customers rely on products like Magnitude® magnetic bearing chillers, Pathfinder® air cooled chillers, Rebel® rooftop units, SmartSource® water source heat pumps, and Modular Central Plants for exceptional efficiency, reliability, and sustainability.

Our Values

Quality and comfortable air is central to our lives – at work and at play. We strive to improve Indoor Environmental Air Quality in the buildings we serve. Quality people delivering quality products. From concept and design through production and delivery we are committed to making the products you receive a reliable component of your building system.

We continue to challenge ourselves to develop new technologies that minimize energy usages and maximize comfort. Across Daikin, we believe little efforts that individuals can make to protect the environment can add up to big things.

Locations

Daikin Applied has more than six million square feet of manufacturing facilities at 12 plants on three continents. We have locations with more than 5,000 dedicated employees around the world. All our manufacturing facilities in the United States are ISO 9001 certified. For more information, visit www.DaikinApplied.com.

The award-winning Daikin Applied Development Center, at our headquarters in Plymouth, Minnesota, is the world's most advanced facility for HVAC research and development. Every day our people work to develop HVAC technologies that reduce energy consumption and the carbon footprint of the buildings where they will be used.



Service Capabilities

Extend the life of your equipment with Daikin Comprehensive Care™

Keep your building's HVAC system running at its best with world-class Daikin Comprehensive Care programs. Daikin Comprehensive Care programs can save you money on energy and repair costs by optimizing system performance, reducing the number of unexpected breakdowns, and minimizing downtime for repairs. Plus, Daikin Comprehensive Care programs can be tailored to fit your unique building needs and budget.

- Comprehensive maintenance agreements
- Planned inspections
- System upgrades
- Equipment replacement
- Chiller rentals

Quality repair service you can count on

When something breaks, count on Daikin's service professionals to be there when you need us. Available 24/7/365, our factory trained technicians have extensive knowledge of HVAC systems and controls to perform maintenance and repairs in your building. We arm our technicians with the technology and skills to quickly diagnose and repair your equipment – whatever the make or model – our mission is to fix it right the first time.

Safety... never compromised

Safety is a core value across our business. Daikin is committed to protecting the health and safety of our employees, customers, and the public.

At the jobsite – training, knowledge, awareness

All service supervisors are OSHA 30 hr certified and technicians must complete the Daikin Applied Service Safety Management Program which includes monthly OSHA compliant safety training, toolbox safety, and auditing. Before starting work, a Job Hazard Analysis assessment is completed. Personnel are equipped with Personal Protective Equipment that include NFPA-70E compliant fire rated uniforms and Arc flash for electrical tasks.

Environmental

Our technicians are fully trained in the proper handling and recovery of refrigerants to comply with EPA Clean Air Act regulations during service, repair, or disposal of air conditioning equipment.

With Daikin Applied Comprehensive Care Programs, you can expect

- Preferred service scheduling – Daikin Comprehensive Care Program customers receive priority service
- Regularly scheduled maintenance or inspection – Optimized operation and reduced repair costs
- System monitoring reports – Designed to keep you aware of potential repairs or suggested upgrades
- Technical support - Backed by Daikin design and manufacturing expertise
- Operational instruction – Factory trained technicians are available to instruct your staff on-site



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

Replace Compressor:

- Remove burnt R22 refrigerant from circuit #2
- Remove old compressor and replace with a New Compressor
- Replace contactors, replace filter drier cores with high acid filter driers
- Replace unloader valves and solenoids
- Install new R22 refrigerant
- Start-up, check operation, and log chiller
- Includes crane fee
- All labor including return trip to remove high acid drier cores and install standard drier cores

Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:

- Customer to have chiller secured and condenser bundle drained prior to arrival.
- All work to be performed during 'normal working hours'.
- Any and all recommended/required repairs to be quoted separately.
- Asbestos identification, abatement, and pipe insulation are not included.
- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included.

Additional Exclusions:

- Does not include any other repairs or replacement parts not list in work scope.
- Does not include any after hours, overtime, holiday, or weekend labor.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$27,243.00 Twenty Seven Thousand, Two Hundred Forty-three dollars and Zero cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Steve Moody
WATAUGA COUNTY MAINTENANCE

Site Address:
969 W. KING STREET ATTN: ACCTS PAYABLES
BOONE, NC
28607

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final approval by Daikin Applied



**DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS**

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous



materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.



Service & Repair Proposal Compressor Replacement (Rebuilt)

969 W. KING STREET ATTN: ACCTS PAYABLES
BOONE, NC
28607

Proposal #: Q-00046597

4/22/2020

Prepared for:
Steve Moody

WATAUGA COUNTY MAINTENANCE

Prepared by:
Jeffrey Metcalf
SSR
Raleigh District

Email: jeffrey.metcalf@daikinapplied.com



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The award-winning Daikin Applied Development Center, at our headquarters in Plymouth, Minnesota, is the world's most advanced facility for HVAC research and development. Every day our people work to develop HVAC technologies that reduce energy consumption and the carbon footprint of the buildings where they will be used.

v



Service Capabilities

Extend the life of your equipment with Daikin Comprehensive Care™

Keep your building's HVAC system running at its best with world-class Daikin Comprehensive Care programs. Daikin Comprehensive Care programs can save you money on energy and repair costs by optimizing system performance, reducing the number of unexpected breakdowns, and minimizing downtime for repairs. Plus, Daikin Comprehensive Care programs can be tailored to fit your unique building needs and budget.

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- Planned inspections
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- Chiller rentals

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At the jobsite – training, knowledge, awareness

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- System monitoring reports – Designed to keep you aware of potential repairs or suggested upgrades
- Technical support - Backed by Daikin design and manufacturing expertise
- Operational instruction – Factory trained technicians are available to instruct your staff on-site



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

Replace Compressor:

- Remove burnt R22 refrigerant from circuit #2
- Remove old compressor and replace with a Rebuilt Compressor
- Replace contactors, replace filter drier cores with high acid filter driers
- Replace unloader valves and solenoids
- Install new R22 refrigerant
- Start-up, check operation, and log chiller
- Includes crane fee
- Includes all labor and return trip to remove acid drier cores and install standard drier cores

Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Standard Exclusions:

- Customer to have chiller secured and condenser bundle drained prior to arrival.
- All work to be performed during 'normal working hours'.
- Any and all recommended/required repairs to be quoted separately.
- Asbestos identification, abatement, and pipe insulation are not included.
- Chemical (acid) cleaning of tubes, if required, is not included
- Vibration analysis testing is not included.

Additional Exclusions:

- Does not include any other repairs or replacement parts not list in work scope.
- Does not include any after hours, overtime, holiday, or weekend labor.
- Does not include any labor associated with rebuilt compressor failure.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$21,320.00 Twenty One Thousand, Three Hundred Twenty dollars and Zero cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Steve Moody
WATAUGA COUNTY MAINTENANCE

Site Address:
969 W. KING STREET ATTN: ACCTS PAYABLES
BOONE, NC
28607

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Note: This Agreement is subject to final approval by Daikin Applied



**DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS**

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous



materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.



GA Mechanical Contractor #CN211360, NC Mechanical License # 28275, SC Mechanical Contractor # M113953
SC General Contractor # G120314, TN Mechanical License # 71199, VA Contractor License # 2705164248
P.O. Box 77319 Greensboro, NC 27417
24 Hour Service 855-761-HVAC(4822) Fax 855-327-4830

QUOTE

Customer: Watauga County Health Department Date: 4/22/2020
Site Address: 126 Poplar Grove Connector, Boone, NC 28607 Quote #: Q-CTS-42220-01
Site Name: Watauga County Health Department Ref. WO Number:
Quote Contact: Steven Moody
Equipment Tag: Model #: AGR095AS27-ER10
Manufacturer: McQuay Serial #: STNU020800207

Scope of work to be performed:

This quote includes all of the necessary labor and material to replace compressor #2 in the machine mentioned above. HMS will provide a new, OEM compressor and contactors with a 5 year warranty as the replacement. Lead time on the compressor is 3 business days. *Additional trouble shooting or repair outside of compressor replacement is not covered under this warranty. **Failed compressor must be returned to the machine shop. ***Refrigerant that may be needed to fill this circuit to capacity is not included in this quote and will be billed on a separate invoice.

The Hoffman Mechanical Solutions, Inc. price for this work is: \$ 27,290.75

6.75% Estimated applicable taxes to be added to price: \$1,842.13 Exact tax rate determined at billing. Price will remain firm for a period of 30 days. Hoffman Mechanical Solutions, Inc.'s normal working hours are from 8am to 5pm, Monday through Friday. Any work requested to be performed after normal working hours are subject to additional costs. On-site safety training and drug testing are not included in quote unless noted. Parts only quotes do not include taxes and will be added to the sell price listed.

Payment terms shall be net 30 days. An additional 3.0% convenience fee will be added to the total amount due for any payments received via credit card.

As a condition of this Proposal, all work performed by Hoffman Mechanical Solutions, Inc. shall be only in accordance with the Terms and Conditions, attached and incorporated herein by reference. In the event any terms of any other purchase order or project contract documents conflict with or add to the attached Terms and Conditions, those other terms are rejected by Hoffman Mechanical Solutions, Inc. Furthermore, this Proposal is contingent upon final approval of the Hoffman Credit Department and may be rescinded in the Company's sole discretion.

For North Carolina Only - All taxes are excluded and will be added to the sell price listed. See NCDOR Form E-589CI.

Quote Prepared By: Chris Scruggs
Authorized By:
Customer P.O.:
Date:

"Hoffman" shall mean Hoffman Mechanical Solutions, Inc. "Customer" shall mean the owner, contractor, or other party entering into this Agreement with Hoffman to purchase services and/or goods.

- 1. Controlling Terms & Conditions:** This Agreement, upon Customer's acceptance, is limited to the terms and conditions stated herein, despite any additional or conflicting terms and conditions contained in any other purchase order, any other document presented by Customer, or any contract document between Customer and any third-party (i.e. an owner, other contractor, etc.), all of which additional or conflicting terms are hereby rejected by Hoffman. No waiver of, or modification to, these Terms and Conditions shall be valid, unless made in writing and signed by an authorized representative of Hoffman. The terms of any written proposal / quote made by Hoffman ("proposal") and these Terms and Conditions shall constitute the entire agreement of the parties.
- 2. Acceptance:** Any Hoffman proposal expires if not accepted by Customer within thirty (30) days from the date of the proposal. Prices of goods are firm after acceptance provided the Customer releases the order within sixty (60) days of placing the order. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Customer is deemed to have accepted any Hoffman proposal, including these Terms and Conditions, when Customer either (a) receives and retains an acknowledgment from Hoffman without written objection for ten (10) days, (b) accepts delivery of all or any part of any goods ordered, (c) provides to Hoffman delivery / performance dates, shipping instructions, start-up instructions, or other instructions evidencing acceptance, (d) engages or directs Hoffman to begin performance of any services acquired, or (e) otherwise executes or assents to any proposal or these Terms and Conditions. If Customer accepts any proposal, without the addition of any other terms and conditions or any other Customer modification, Customer's order shall be deemed acceptance of the proposal subject solely to Hoffman's terms and conditions. If Customer's order is expressly conditioned upon Hoffman's acceptance or assent to terms and/or conditions other than those stated herein, return or acknowledgment of such order by Hoffman with Hoffman's Terms and Conditions attached or referenced serves as Hoffman's notice of objection to, and rejection of, Customer's terms and as Hoffman's counter-offer to provide goods and/or services in accordance with the proposal and Hoffman's Terms and Conditions. If thereafter Customer does not reject or object in writing to Hoffman within ten (10) days by written notice to Legal@hoffman-hoffman.com, Hoffman's counter-offer will be deemed accepted by Customer. In any event, Customer's acceptance of all or any part of any goods ordered will constitute Customer's acceptance of Hoffman's proposal subject to Hoffman's Terms and Conditions.
- 3. Additional Services / Materials:** As work progresses, there may be a need for additional services or goods, which could not be anticipated at the time this Agreement was entered. Hoffman shall notify Customer of the description and price for such additional work or material, and if Customer authorizes Hoffman to proceed with the additional work or materials, the contract price and dates of completion shall be adjusted accordingly.
- 4. Terms of Payment / Taxes:** Payment is due net thirty (30) days from date of Hoffman's invoice to Customer. Interest at the rate of 1 1/2% per month (or the highest interest rate allowed by applicable law, if lower) may be charged after the 30-day period until payment is received. Customer shall pay all costs of collection incurred by Hoffman including, but not limited to, reasonable attorneys' fees, collection fees and court costs. Hoffman may suspend all further services and transactions (regardless of their status) without liability if Customer's account is more than thirty (30) days past due or if Customer's credit, in the sole judgment of Hoffman, is impaired at any time. Partial invoices may be submitted for any portion of completed work and/or delivered materials. While risk of loss passes to Customer, Seller will have a purchase-money security interest in all goods (including any accessories and substitutions) purchased under this Agreement to secure payment in full of all amounts due Hoffman, and the underlying proposal, together with these Terms and Conditions, form a security agreement (as defined by the UCC.) Customer shall keep all goods purchased under this Agreement free of all taxes and encumbrances, shall not remove said goods from their original installation point and shall not assign or transfer any interest in said goods until all payments due Hoffman have been made. The purchase-money security interest granted herein attaches upon Hoffman's acceptance or acknowledgment of this Agreement and Customer's receipt of said goods, but prior to installation. Customer will have no rights to set off against any amounts which become payable to Hoffman under this Agreement or otherwise. Customer is responsible to pay in full for the services and/or goods provided by Hoffman regardless of whether such goods or services are funded for Customer pursuant to any extraneous contract and/or by an applicable project owner or contractor. Notwithstanding any Customer form or document to the contrary, Hoffman shall not release any rights to make a lien and/or bond claim, or other claim for damages, in connection with its work or anticipated work (including the sale of goods and/or services) until Hoffman has obtained payment in full for such work and any damages. Unless otherwise agreed by Hoffman in writing, Customer shall pay to Hoffman, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local, state or federal taxing authority payable in connection with the services and/or goods furnished hereunder.
- 5. Shipments / Claims:** Any shipment of goods is at Customer's risk, f.o.b. factory, or if shipped from another location, f.o.b. point of shipment, with charges either allowed, added to invoice, or collected as noted. Any claims for damage or shortage or loss in transit must be filed by Customer against the applicable carrier.
- 6. Warranties:** Upon condition that Hoffman receives payment in full for all amounts owed, Hoffman (a) extends to Customer the manufacturer's warranty (a copy of which is available upon request) on any goods purchased, and said manufacturer's warranty is in lieu of any warranties contained in any applicable project contracts, conditions, plans, or specifications, and (b) warrants that the labor it provides will be performed in a workmanlike manner in accordance with industry standards. No claim for defective workmanship under this warranty may be brought unless Customer provides Hoffman with written notice of such defect within ninety (90) days from the date such services are performed. HOFFMAN MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7. Limitation of Remedy and Liability:** HOFFMAN'S MAXIMUM LIABILITY (HOWEVER ARISING) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID HOFFMAN UNDER THIS AGREEMENT FOR ANY GOODS AND/OR SERVICES WHICH ARE THE CAUSE OF ANY LOSS OR DAMAGE TO CUSTOMER. HOFFMAN SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT OR PRODUCTION, LOST DATA, SPOILAGE, DELAY, OR INCREASED COST OF OPERATION. SAID EXCLUSIONS APPLY EVEN IF HOFFMAN HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SUCH POSSIBLE DAMAGES WERE REASONABLY FORESEEABLE. In addition to the foregoing, Hoffman's liability shall be further limited to only that proportion of the loss or damage suffered by Customer which is directly caused by, and the fault of, Hoffman. Hoffman shall have no responsibility for misuse of any system or goods by the Customer or third-parties, for the negligence of Customer or third-parties, for the design of the system, or for obsolescence, failure of, or damage to equipment caused by power interruptions, low voltage, burned out fuses, single phasing, phase reversal, low water pressure, vandalism or other deficiencies or causes beyond Hoffman's control. Customer acknowledges that Hoffman is not responsible for the design of goods or services purchased and did not participate in any project planning or design in connection with such goods or services.
- 8. Indemnification / Insurance:** To the fullest extent permitted by law and except as provided in this Paragraph, Customer shall indemnify, hold harmless and defend Hoffman and its directors, officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys' fees and costs incurred defending such claims or demands regardless of whether they result in legal action or are prosecuted to final judgment or award), which result from any alleged damage, loss of and/or injury to property, or injury to and/or death of any person, arising from Customer's purchase or use of goods sold or services provided by Hoffman. Customer shall indemnify Hoffman against, without limitation, liability arising from any acts or omissions whether deemed negligent, accidental or intentional, which is caused, in part, by the active or passive negligence or other fault of Hoffman. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Customer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if Hoffman is alleged or proven to have acted negligently; provided, however, that Customer shall have no obligation to provide indemnification to Hoffman if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of Hoffman. Customer shall also indemnify and hold harmless Hoffman from all liability for taxes owing in connection with its purchase of goods and/or services. The obligations and rights to indemnity herein shall not negate, abridge or reduce other such rights or obligations under law. Hoffman shall only be required to name Customer as an additional insured to the coverage types listed on Hoffman's standard Certificate of Insurance (attached as Exhibit A or available upon request). In no event does Hoffman waive any rights of subrogation.
- 9. Claims Resolution / Governing Law:** All claims and disputes between Customer and Hoffman arising out of or relating to performance and/or breach of any agreement shall be decided by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association (AAA). Notice of Demand for Arbitration must be filed in the regional office of the AAA in Charlotte, North Carolina, and the filing party must serve such Notice upon the other party in accordance with AAA rules. The procedural and substantive law of the State of North Carolina shall apply in and to all such arbitration proceedings, and Greensboro, North Carolina, shall be designated as the locale for any such proceedings. Both parties will have the right to conduct discovery in accordance with the Federal Rules of Civil Procedure within reasonable time limitations imposed by the AAA or the arbitrators. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- 10. Delays / Penalties / Force Majeure:** Delivery dates are approximate and not guaranteed. In no event and under no circumstances whatsoever, will Hoffman be liable for any damages or expenses caused by any failure or delay in making delivery of goods or in performing services hereunder. No penalty clause or liquidated damages of any kind (for delays or otherwise) apply to Hoffman unless pre-approved in writing by a Hoffman officer. Furthermore, in no event and under no circumstances whatsoever, will Hoffman be liable under this Agreement for any event of force majeure, an event or cause beyond the reasonable control of Hoffman.
- 11. Customer Responsibility:** Customer shall provide Hoffman's personnel with a safe work environment in which to perform their services under this Agreement and provide Hoffman personnel with required utilities (water, electricity, compressed air, etc.) and reasonable access to Customer's facilities (elevators, receiving dock, etc.). Customer shall provide adequate service access space and shall remove any stock, fixtures, partitions, etc. necessary to perform the service. Customer shall promptly notify Hoffman of any unusual operating conditions.
- 12. Hazards:** Hoffman is not responsible for the identification, detection, abatement, encapsulation or removal of hazardous substances, such as (without limitation) asbestos, products or materials containing asbestos, mold, fungi, mildew, or bacteria. In the event Hoffman encounters any such hazardous substance or condition in the course of its actions under this Agreement, Hoffman may suspend its work and remove its employees from the subject project, until any such hazardous substance or condition no longer exists. Hoffman shall receive an extension of time to complete its work and additional compensation for delays encountered as a result of any such situation. At all times now and in the future, Hoffman takes no responsibility for and makes no representations or warranties concerning any existing or future hazardous substance or condition (i.e. mold) or the remedy or prevention thereof. Furthermore, Customer has a duty to alert Hoffman of any known or likely potential hazards at any project site where Hoffman's representatives and affiliates may be present in connection with this Agreement.
- 13. Refrigerant:** Customer shall be responsible for any expense in connection with the modification, removal, replacement or disposal of any refrigerant, as required by law.
- 14. For Periodic Maintenance Contracts ("PMCs") (Section 14 only applies to PMCs):**
- Price: Any PMC price may be adjusted by Hoffman at the end of each contract year upon at least thirty (30) days prior written notice. The PMC price is also predicated on Hoffman providing service during regular working hours on regular working days unless otherwise specified in writing by Hoffman. If Customer requests that work be performed other than during such regular working hours or days, Customer shall pay Hoffman any additional charges that arise, including the costs of premium / overtime pay.
 - Termination: Unless otherwise required in writing by Hoffman, any PMC may be terminated by either party as of the beginning of the next contract year upon at least thirty (30) days prior written notice to the other.
 - Covered Goods/Services: Only goods and/or services specifically enumerated in any PMC are covered by such PMC, and such PMC's terms govern what repairs or remedies, if any, are available.
- 15. Termination:** Hoffman may terminate any of its obligations under this Agreement, if Customer fails to pay amounts owing to Hoffman when due, fails to perform or comply with any material provision of this Agreement, or otherwise breaches this Agreement, if such failure or breach is not cured within ten (10) business days after receipt of written notice from Hoffman. Upon termination by either Party, Customer shall be liable to Hoffman for all goods (including any goods specially ordered, but not delivered) and services provided and all damages and losses sustained by Hoffman, including lost profits.
- 16. Equal Employment Opportunity / Affirmative Action Clause:** Hoffman and Customer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
- 17. Government Contracts / Disadvantaged Business Entities:** If Customer's purchase of services and/or goods is in any way connected to any federal, state, or local government project, which implicates or utilizes any Small Minority or Disadvantaged Business incentives or qualifications (or other similar laws or regulations), Customer represents and certifies to Hoffman that Customer is performing a commercially useful function on such project.



GA Mechanical Contractor #CN211360, NC Mechanical License # 28275, SC Mechanical Contractor # M113953
SC General Contractor # G120314, TN Mechanical License # 71199, VA Contractor License # 2705164248
P.O. Box 77319 Greensboro, NC 27417
24 Hour Service 855-761-HVAC(4822) Fax 855-327-4830

QUOTE

Customer: Watauga County Health Department Date: 7/9/2020
Site Address: 126 Poplar Grove Connector. Boone, NC 28607 Quote #: Q-CWD-070920-01
Site Name: Watauga County Health Department Ref. WO Number:
Quote Contact: Steven Moody
Equipment Tag:
Manufacturer: McQuay Model #: AGR095AS27-ER10
Serial #: STNU020800207

Scope of work to be performed:

This quote includes all of the necessary labor and material to replace compressor #2 in the machine mentioned above. HMS will provide a remanufactured compressor with a 1 year warranty as the replacement as well as 90 lbs. of R-22 refrigerant. Lead time on the compressor is 3 business days. *Additional trouble shooting or repair outside of compressor replacement is not covered under this warranty. **Failed compressor must be returned to the machine shop.

The Hoffman Mechanical Solutions, Inc. price for this work is: \$ 16,586.42

6.75% Estimated applicable taxes to be added to price: \$1,119.58 Exact tax rate determined at billing.
Price will remain firm for a period of 30 days. Hoffman Mechanical Solutions, Inc.'s normal working hours are from 8am to 5pm, Monday through Friday. Any work requested to be performed after normal working hours are subject to additional costs. On-site safety training and drug testing are not included in quote unless noted. Parts only quotes do not include taxes and will be added to the sell price listed.
Payment terms shall be net 30 days. An additional 3.0% convenience fee will be added to the total amount due for any payments received via credit card.
As a condition of this Proposal, all work performed by Hoffman Mechanical Solutions, Inc. shall be only in accordance with the Terms and Conditions, attached and incorporated herein by reference. In the event any terms of any other purchase order or project contract documents conflict with or add to the attached Terms and Conditions, those other terms are rejected by Hoffman Mechanical Solutions, Inc. Furthermore, this Proposal is contingent upon final approval of the Hoffman Credit Department and may be rescinded in the Company's sole discretion.
For North Carolina Only - All taxes are excluded and will be added to the sell price listed. See NCDOR Form E-589CI.

Quote Prepared By: Colishia Dunbar
Authorized By:
Customer P.O.
Date:

"Hoffman" shall mean Hoffman Mechanical Solutions, Inc. "Customer" shall mean the owner, contractor, or other party entering into this Agreement with Hoffman to purchase services and/or goods. **072120 BCC Meeting**

1. Controlling Terms & Conditions: This Agreement, upon Customer's acceptance, is limited to the terms and conditions stated herein, despite any additional or conflicting terms and conditions contained in any other purchase order, any other document presented by Customer, or any contract document between Customer and any third-party (i.e. an owner, other contractor, etc.), all of which additional or conflicting terms are hereby rejected by Hoffman. No waiver of, or modification to, these Terms and Conditions shall be valid, unless made in writing and signed by an authorized representative of Hoffman. The terms of any written proposal / quote made by Hoffman ("proposal") and these Terms and Conditions shall constitute the entire agreement of the parties.

2. Acceptance: Any Hoffman proposal expires if not accepted by Customer within thirty (30) days from the date of the proposal. Prices of goods are firm after acceptance provided the Customer releases the order within sixty (60) days of placing the order. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Customer is deemed to have accepted any Hoffman proposal, including these Terms and Conditions, when Customer either (a) receives and retains an acknowledgement from Hoffman without written objection for ten (10) days, (b) accepts delivery of all or any part of any goods ordered, (c) provides to Hoffman delivery / performance dates, shipping instructions, start-up instructions, or other instructions evidencing acceptance, (d) engages or directs Hoffman to begin performance of any services acquired, or (e) otherwise executes or assents to any proposal or these Terms and Conditions. If Customer accepts any proposal, without the addition of any other terms and conditions or any other Customer modification, Customer's order shall be deemed acceptance of the proposal subject solely to Hoffman's terms and conditions. If Customer's order is expressly conditioned upon Hoffman's acceptance or assent to terms and/or conditions other than those stated herein, return or acknowledgement of such order by Hoffman with Hoffman's Terms and Conditions attached or referenced serves as Hoffman's notice of objection to, and rejection of, Customer's terms and as Hoffman's counter-offer to provide goods and/or services in accordance with the proposal and Hoffman's Terms and Conditions. If thereafter Customer does not reject or object in writing to Hoffman within ten (10) days by written notice to Legal@hoffman-hoffman.com, Hoffman's counter-offer will be deemed accepted by Customer. In any event, Customer's acceptance of all or any part of any goods ordered will constitute Customer's acceptance of Hoffman's proposal subject to Hoffman's Terms and Conditions.

3. Additional Services / Materials: As work progresses, there may be a need for additional services or goods, which could not be anticipated at the time this Agreement was entered. Hoffman shall notify Customer of the description and price for such additional work or material, and if Customer authorizes Hoffman to proceed with the additional work or materials, the contract price and dates of completion shall be adjusted accordingly.

4. Terms of Payment / Taxes: Payment is due net thirty (30) days from date of Hoffman's invoice to Customer. Interest at the rate of 1 1/2% per month (or the highest interest rate allowed by applicable law, if lower) may be charged after the 30-day period until payment is received. Customer shall pay all costs of collection incurred by Hoffman including, but not limited to, reasonable attorneys' fees, collection fees and court costs. Hoffman may suspend all further services and transactions (regardless of their status) without liability if Customer's account is more than thirty (30) days past due or if Customer's credit, in the sole judgment of Hoffman, is impaired at any time. Partial invoices may be submitted for any portion of completed work and/or delivered materials. While risk of loss passes to Customer, Seller will have a purchase-money security interest in all goods (including any accessories and substitutions) purchased under this Agreement to secure payment in full of all amounts due Hoffman, and the underlying proposal, together with these Terms and Conditions, form a security agreement (as defined by the UCC.) Customer shall keep all goods purchased under this Agreement free of all taxes and encumbrances, shall not remove said goods from their original installation point and shall not assign or transfer any interest in said goods until all payments due Hoffman have been made. The purchase-money security interest granted herein attaches upon Hoffman's acceptance or acknowledgment of this Agreement and Customer's receipt of said goods, but prior to installation. Customer will have no rights to set off against any amounts which become payable to Hoffman under this Agreement or otherwise. Customer is responsible to pay in full for the services and/or goods provided by Hoffman regardless of whether such goods or services are funded for Customer pursuant to any extraneous contract and/or by an applicable project owner or contractor. Notwithstanding any Customer form or document to the contrary, Hoffman shall not release any rights to make a lien and/or bond claim, or other claim for damages, in connection with its work or anticipated work (including the sale of goods and/or services) until Hoffman has obtained payment in full for such work and any damages. Unless otherwise agreed by Hoffman in writing, Customer shall pay to Hoffman, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local, state or federal taxing authority payable in connection with the services and/or goods furnished hereunder.

5. Shipments / Claims: Any shipment of goods is at Customer's risk, f.o.b. factory, or if shipped from another location, f.o.b. point of shipment, with charges either allowed, added to invoice, or collected as noted. Any claims for damage or shortage or loss in transit must be filed by Customer against the applicable carrier.

6. Warranties: Upon condition that Hoffman receives payment in full for all amounts owed, Hoffman (a) extends to Customer the manufacturer's warranty (a copy of which is available upon request) on any goods purchased, and said manufacturer's warranty is in lieu of any warranties contained in any applicable project contracts, conditions, plans, or specifications, and (b) warrants that the labor it provides will be performed in a workmanlike manner in accordance with industry standards. No claim for defective workmanship under this warranty may be brought unless Customer provides Hoffman with written notice of such defect within ninety (90) days from the date such services are performed. **HOFFMAN MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. Limitation of Remedy and Liability: **HOFFMAN'S MAXIMUM LIABILITY (HOWEVER ARISING) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO HOFFMAN UNDER THIS AGREEMENT FOR ANY GOODS AND/OR SERVICES WHICH ARE THE CAUSE OF ANY LOSS OR DAMAGE TO CUSTOMER. HOFFMAN SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT OR PRODUCTION, LOST DATA, SPOILAGE, DELAY, OR INCREASED COST OF OPERATION. SAID EXCLUSIONS APPLY EVEN IF HOFFMAN HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SUCH POSSIBLE DAMAGES WERE REASONABLY FORESEEABLE.** In addition to the foregoing, Hoffman's liability shall be further limited to only that proportion of the loss or damage suffered by Customer which is directly caused by, and the fault of, Hoffman. Hoffman shall have no responsibility for misuse of any system or goods by the Customer or third-parties, for the negligence of Customer or third-parties, for the design of the system, or for obsolescence, failure of, or damage to equipment caused by power interruptions, low voltage, burned out fuses, single phasing, phase reversal, low water pressure, vandalism or other deficiencies or causes beyond Hoffman's control. Customer acknowledges that Hoffman is not responsible for the design of goods or services purchased and did not participate in any project planning or design in connection with such goods or services.

8. Indemnification / Insurance: To the fullest extent permitted by law and except as provided in this Paragraph, Customer shall indemnify, hold harmless and defend Hoffman and its directors, officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys' fees and costs incurred defending such claims or demands regardless of whether they result in legal action or are prosecuted to final judgment or award), which result from any alleged damage, loss of and/or injury to property, or injury to and/or death of any person, arising from Customer's purchase or use of goods sold or services provided by Hoffman. Customer shall indemnify Hoffman against, without limitation, liability arising from any acts or omissions whether deemed negligent, accidental or intentional, which is caused, in part, by the active or passive negligence or other fault of Hoffman. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Customer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if Hoffman is alleged or proven to have acted negligently; provided, however, that Customer shall have no obligation to provide indemnification to Hoffman if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of Hoffman. Customer shall also indemnify and hold harmless Hoffman from all liability for taxes owing in connection with its purchase of goods and/or services. The obligations and rights to indemnify herein shall not negate, abridge or reduce other such rights or obligations under law. Hoffman shall only be required to name Customer as an additional insured to the coverage types listed on Hoffman's standard Certificate of Insurance (attached as Exhibit A or available upon request). In no event does Hoffman waive any rights of subrogation.

9. Claims Resolution / Governing Law: All claims and disputes between Customer and Hoffman arising out of or relating to performance and/or breach of any agreement shall be decided by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association (AAA). Notice of Demand for Arbitration must be filed in the regional office of the AAA in Charlotte, North Carolina, and the filing party must serve such Notice upon the other party in accordance with AAA rules. The procedural and substantive law of the State of North Carolina shall apply in and to all such arbitration proceedings, and Greensboro, North Carolina, shall be designated as the locale for any such proceedings. Both parties will have the right to conduct discovery in accordance with the Federal Rules of Civil Procedure within reasonable time limitations imposed by the AAA or the arbitrators. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. Delays / Penalties / Force Majeure: Delivery dates are approximate and not guaranteed. In no event and under no circumstances whatsoever, will Hoffman be liable for any damages or expenses caused by any failure or delay in making delivery of goods or in performing services hereunder. No penalty clause or liquidated damages of any kind (for delays or otherwise) apply to Hoffman unless pre-approved in writing by a Hoffman officer. Furthermore, in no event and under no circumstances whatsoever, will Hoffman be liable under this Agreement for any event of force majeure, an event or cause beyond the reasonable control of Hoffman.

11. Customer Responsibility: Customer shall provide Hoffman's personnel with a safe work environment in which to perform their services under this Agreement and provide Hoffman personnel with required utilities (water, electricity, compressed air, etc.) and reasonable access to Customer's facilities (elevators, receiving dock, etc.). Customer shall provide adequate service access space and shall remove any stock, fixtures, partitions, etc. necessary to perform the service. Customer shall promptly notify Hoffman of any unusual operating conditions.

12. Hazards: Hoffman is not responsible for the identification, detection, abatement, encapsulation or removal of hazardous substances, such as (without limitation) asbestos, products or materials containing asbestos, mold, fungi, mildew, or bacteria. In the event Hoffman encounters any such hazardous substance or condition in the course of its actions under this Agreement, Hoffman may suspend its work and remove its employees from the subject project, until any such hazardous substance or condition no longer exists. Hoffman shall receive an extension of time to complete its work and additional compensation for delays encountered as a result of any such situation. At all times now and in the future, Hoffman takes no responsibility for and makes no representations or warranties concerning any existing or future hazardous substance or condition (i.e. mold) or the remedy or prevention thereof. Furthermore, Customer has a duty to alert Hoffman of any known or likely potential hazards at any project site where Hoffman's representatives and affiliates may be present in connection with this Agreement.

13. Refrigerant: Customer shall be responsible for any expense in connection with the modification, removal, replacement or disposal of any refrigerant, as required by law.

14. For Periodic Maintenance Contracts ("PMCs") (Section 14 only applies to PMCs):

a. Price: Any PMC price may be adjusted by Hoffman at the end of each contract year upon at least thirty (30) days prior written notice. The PMC price is also predicated on Hoffman providing service during regular working hours on regular working days unless otherwise specified in writing by Hoffman. If Customer requests that work be performed other than during such regular working hours or days, Customer shall pay Hoffman any additional charges that arise, including the costs of premium / overtime pay.

b. Termination: Unless otherwise required in writing by Hoffman, any PMC may be terminated by either party as of the beginning of the next contract year upon at least thirty (30) days prior written notice to the other.

c. Covered Goods/Services: Only goods and/or services specifically enumerated in any PMC are covered by such PMC, and such PMC's terms govern what repairs or remedies, if any, are available.

15. Termination: Hoffman may terminate any of its obligations under this Agreement, if Customer fails to pay amounts owing to Hoffman when due, fails to perform or comply with any material provision of this Agreement, or otherwise breaches this Agreement, if such failure or breach is not cured within ten (10) business days after receipt of written notice from Hoffman. Upon termination by either Party, Customer shall be liable to Hoffman for all goods (including any goods specially ordered, but not delivered) and services provided and all damages and losses sustained by Hoffman, including lost profits.

16. Equal Employment Opportunity / Affirmative Action Clause: Hoffman and Customer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

17. Government Contracts / Disadvantaged Business Entities: If Customer's purchase of services and/or goods is in any way connected to any federal, state, or local government project, which implicates or utilizes any Small, Minority or Disadvantaged Business Incentives or qualifications (or other similar laws or regulations), Customer represents and certifies to Hoffman that Customer is performing a commercially useful function on such project.

AGENDA ITEM 8:**MAINTENANCE MATTERS****MANAGER'S COMMENTS:*****B. Proposed Courthouse and Administration Building Roofing Project Design Build Amendment***

Watauga County entered into a Design-Build agreement with Muter Construction on December 16, 2019, for the construction and design of a metal truss, standing seam metal roof for the Courthouse and a standing seam metal reroof for the Administration Building. Muter Construction has completed the construction drawings and cost analysis of the project.

The amendment to the design build contract was submitted on July 14, 2020, in the amount of \$835,686. The anticipated substantial completion date is 180 days from acceptance of this agreement. Adequate funds have been budgeted to cover this expense and are in line with the initial projected cost.


Staff recommends the Board approve the amendment for \$835,686 with Muter Construction for the construction and design of a metal truss, standing seam metal roof for the Courthouse and a standing seam metal reroof for the Administration Building.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Supervisor 

DATE: July 14, 2020

RE: Courthouse and Administration Building Roofing Project
Design-Build Amendment

BACKGROUND

Watauga County entered into a Design-Build agreement with Muter Construction on December 16, 2019, for the construction and design of a metal truss, standing seam metal roof for the Courthouse and a standing seam metal reroof for the Administration Building. Since then, Muter has completed the construction drawings and cost analysis of the project.

Muter Construction presented the County a Design-Build Amendment on July 14, 2020, in the amount of \$835,686. This Amendment states a stipulated sum for the construction of the roofing projects as described in the construction drawings. The contractor anticipates substantial completion 180 days from acceptance of this agreement.

RECOMMENDATION

Staff has reviewed the construction drawings and the Design-Build Amendment and recommends the County accept this agreement contingent upon review by the County Attorney.

FISCAL IMPACT

The FY 20-21 budget contains sufficient funds to cover the cost of this Design-Build Amendment.

AIA[®] Document A141™ – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 14th day of July in the year 2020 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

Watauga County Roof Replacement 2020
Watauga County, NC

THE OWNER:
(Name, legal status and address)

Watauga County, Other
814 W King Street
Boone, NC 28607

THE DESIGN-BUILDER:
(Name, legal status and address)

Muter Construction, LLC
111 East Vance Street
Zebulon, NC 27597

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

Stipulated Sum, in accordance with Section A.1.2 below

Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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[] Cost of the Work plus the Design-Builder’s Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be Eight Hundred Thirty Five Thousand Six Hundred Eighty Six Dollars (\$ 835,686), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

None

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

25th of each month

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 30th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 15th day of the Following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder’s Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder’s Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy

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as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

At the Owner's discretion reduction of retainage can be made at 50% of completion of each building to 0% which will leave 2.5% when each building is complete.

(Paragraphs deleted)

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to

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correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner’s auditors will review and report in writing on the Design-Builder’s final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner’s auditors report to be substantiated by the Design-Builder’s final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner’s auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than One Hundred Eighty (180) days from the date of this Amendment, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

The Contractor shall endeavor to complete the Administration building within 120 days

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

§ A.3.1.2 The Specifications:
(Either list the specifications here or refer to an exhibit attached to this Amendment.)

The specifications are on the drawings

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Watauga County Courthouse / Administration Building Construction Drawings see attached

Number	Title	Date
--------	-------	------

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

None

.2 Contingencies

None

§ A.3.1.6 Design-Builder’s assumptions and clarifications:

Reusing all the existing HVAC equipment, existing building meets code

§ A.3.1.7 Deviations from the Owner’s Criteria as adjusted by a Modification:

None

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Panel Colors

ARTICLE A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder’s key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Mark Radley
919-495-8962

.2 Project Manager

Jake Bowman
919-495-9677

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

Wolf Trail Engineering
1001 Lancaster Ave. Monroe, NC 28112

Metal Roofing Systems
7687 Mikron Drive Stanley, NC 28164

ARTICLE A.5 COST OF THE WORK**§ A.5.1 Cost To Be Reimbursed as Part of the Contract****§ A.5.1.1 Labor Costs**

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

All labor costs are included in the lump sum contract amount

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
-----------------	------------------------------	---------------	---------------------

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

Init.

§ **A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ **A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ **A.5.1.5 Miscellaneous Costs**

§ **A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ **A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ **A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ **A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ **A.5.1.5.5** Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ **A.5.1.5.6** With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ **A.5.1.5.7** Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ **A.5.1.5.8** With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ **A.5.1.5.9** With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ **A.5.1.5.10** That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ **A.5.1.6 Other Costs and Emergencies**

§ **A.5.1.6.1** Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ **A.5.1.6.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ **A.5.1.6.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure

Init.

to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the

Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner’s written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor’s proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder’s skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Deron Geouque, County Manager

(Printed name and title)

DESIGN-BUILDER (Signature)

John Muter, President

(Printed name and title)

Init.
/

Additions and Deletions Report for **AIA® Document A141™ – 2014 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:51:49 ET on 07/14/2020.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 14th day of July in the year 2020 (the "Agreement")

...

Watauga County Roof Replacement 2020
Watauga County, NC

...

Watauga County, Other
814 W King Street
Boone, NC 28607

...

Muter Construction, LLC
111 East Vance Street
Zebulon, NC 27597

...

Stipulated Sum, in accordance with Section A.1.2 below

PAGE 2

§ A.1.2.1 The Stipulated Sum shall be Eight Hundred Thirty Five Thousand Six Hundred Eighty Six Dollars (\$ 835,686), subject to authorized adjustments as provided in the Design-Build Documents.

...

None

...

None

~~§ A.1.3 Cost of the Work Plus Design-Builder's Fee~~

~~§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.~~

~~§ A.1.3.2 The Design-Builder's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)~~

~~§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price~~

~~§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.~~

~~§ A.1.4.2 The Design-Builder's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)~~

~~§ A.1.4.3 Guaranteed Maximum Price~~

~~§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.~~

~~(Insert specific provisions if the Design-Builder is to participate in any savings.)~~

~~§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price~~

~~Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. (Provide information below or reference an attachment.)~~

~~§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:~~

~~(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)~~

~~§ A.1.4.3.4 Unit Prices, if any:~~

~~(Identify item, state the unit price, and state any applicable quantity limitations.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

...

25th of each month

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 30th day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 15th day of the Following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Twenty (20) days after the Owner receives the Application for Payment.

PAGE 3

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);

...

At the Owner's discretion reduction of retainage can be made at 50% of completion of each building to 0% which will leave 2.5% when each building is complete.

~~§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee~~

~~§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~.1 Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- ~~.2 Add the Design-Builder's Fee, less retainage of — percent (— %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.3 Subtract retainage of — percent (— %) from that portion of the Work that the Design-Builder self-performs;~~
- ~~.4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~.5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

~~§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.~~

~~§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price~~

~~§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.~~

~~§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending~~

final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design Builder's Fee, less retainage of — percent (—%). The Design Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of — percent (—%) from that portion of the Work that the Design Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design Builder shall execute agreements in accordance with those terms.

PAGE 4

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than One Hundred Eighty (180) days from the date of this Amendment, or as follows:

...

The Contractor shall endeavor to complete the Administration building within 120 days

...

None

...

The specifications are on the drawings

...

Watauga County Courthouse / Administration Building Construction Drawings see attached

...

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

PAGE 5

None

...

None

...

Reusing all the existing HVAC equipment, existing building meets code

...

None

...

Panel Colors

...

Mark Radley
919-495-8962

...

Jake Bowman
919-495-9677

...

Wolf Trail Engineering
1001 Lancaster Ave. Monroe, NC 28112

Metal Roofing Systems
7687 Mikron Drive Stanley, NC 28164

PAGE 6

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

All labor costs are included in the lump sum contract amount

PAGE 9

Deron Geouque, County Manager

John Muter, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John Muter, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:51:49 ET on 07/14/2020 under Order No. 8101129576 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Watauga County Administration Building
969 W King St, Boone, NC 28607-3468

Retrofit Metal Roof

CONTRACTOR:

MUTER CONSTRUCTION
111 V. VANCE ST.
ZEBULON, NC 27597

OWNER:

WATAUGA COUNTY
969 W. KING ST.
BOONE, NC 28607

ENGINEER OF RECORD:

METAL ROOF CONSULTANTS
105 VERSAILLES DR.
CARY, NC 27511

CHARLES R. HOWARD, NC PE 15672

Drawing Index:

- Cover Sheet
- 200 - Notes & Components
- 300 - New Framing Plan
- 400 - New Roof Covering Plan
- 500 - New Roof Details
- 501 - New Roof Details
- 502 - New Roof Details
- 503 - New Roof Details

METAL ROOF CONSULTANTS
105 VERSAILLES DR.
CARY, NC 27511
CHARLES R. HOWARD
NC PE 15672



Shop Drawing 04/06/20

New Metal Retrofit Roof For:
Watauga Co. Admin. Building
969 W King St,
Boone, NC 28607-3468

MUTER CONSTRUCTION
111 V. VANCE ST.
ZEBULON, NC 27597

DATE:
04/06/2020

Cover

100

Metal Roof Consultants, Inc.
105 Versailles Drive
Cary, NC
919-465-1762

JOB TITLE Watauga County Administration Bldg.
Muter Construction, LLC
JOB NO. _____ SHEET NO. _____
CALCULATED BY CRH DATE 4/8/20
CHECKED BY CRH DATE 4/8/20

METAL ROOF CONSULTANTS
105 VERSAILLES DR
CARY, NC 27511
CHARLES R. HOWARD
NC PL 13672



Wind Loads - Components & Cladding : h ≤ 60'

R0 (use 10) = 0.70 h = 25.0 m
Base pressure (q_s) = 15.9 psf a = 5.3 R
Minimum parallel W = 6.0 R G Cp = +0.18
Roof Angle (θ) = 1.6 deg

Ultimate Wind Speed = 130 mph
Nominal Wind Speed = 100.7 mph

Type of roof = Hip

Code sheet provide data for hip roofs with angles > 7 deg or > 27 deg. Gable values shown.

Area	WUP +1/2 GUP		Surface Pressure (psf)				
	100 sf	200 sf	100 sf	200 sf	300 sf	400 sf	
Negative Zone 1	-1.18	-1.11	-1.58	-1.58	-18.2	-17.7	-16.7
Negative Zone 2	-1.98	-1.49	-1.28	-1.28	-30.6	-22.0	-19.8
Negative Zone 3	-2.58	-1.79	-1.29	-1.28	-48.1	-37.7	-19.8
Positive All Zones	0.48	0.41	0.38	0.38	10.0	10.0	10.0
Overhang Zone 1&2	-1.7	-1.63	-1.6	-1.1	-26.3	-25.2	-17.0
Overhang Zone 3	-2.8	-1.4	-0.8	-0.8	-43.3	-21.6	-12.4

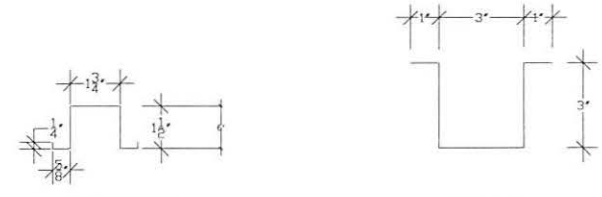
Wind signal	
100	100
18.2	18.7
30.6	19.8
48.1	19.8
10.0	10.0
26.3	19.5
43.3	12.4

Walls

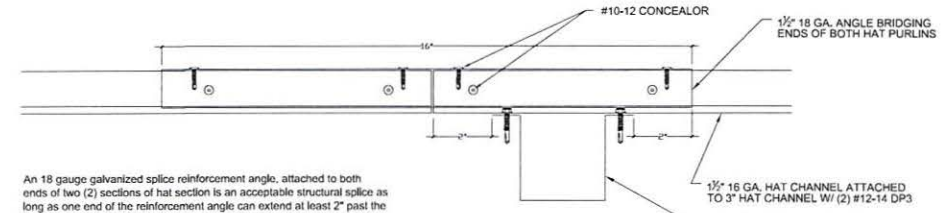
Area	WUP +1/2 GUP			Surface Pressure (psf)		
	100 sf	200 sf	300 sf	100 sf	200 sf	300 sf
Negative Zone 4	-1.17	-1.01	-2.06	-22.9	-18.1	-14.0
Negative Zone 5	-1.44	-1.12	-1.03	-22.3	-17.3	-13.9
Positive Zone 4 & 5	1.08	0.92	0.87	16.1	14.3	13.5

Wind signal	
10	200
22.9	14.0
22.3	13.9
16.1	13.5

Overhang pressures in the table above assume an internal pressure coefficient (C_{pi}) of 0.0. Overhang soffit pressure equals all wall pressure (which includes internal pressure of 2.8 psf)

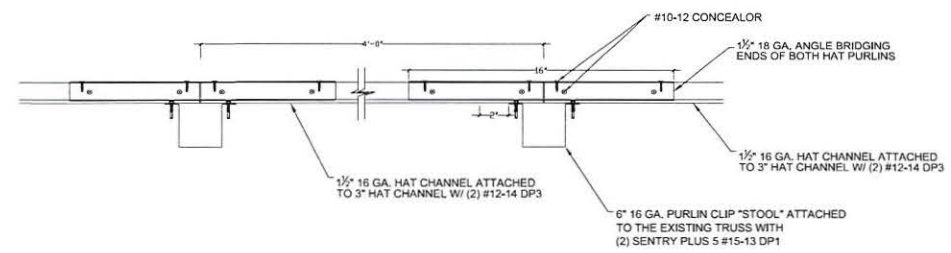


① 16 GA HAT CHANNEL PURLIN
3 SPAN CONTINUOUS MINIMUM .060 THICKNESS
② 16 GA PURLIN CLIP "STOOL"
16 GA X 6" LONG MINIMUM .060 THICKNESS



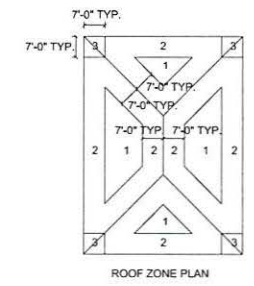
An 18 gauge galvanized splice reinforcement angle, attached to both ends of two (2) sections of hat section is an acceptable structural splice as long as one end of the reinforcement angle can extend at least 2" past the furthest stool leg.

③ PURLIN BUTT SPLICE DETAIL
6" = 1'-0"



Wherever the hat splice reinforcement (18 gauge galvanized) cannot cover the entire stool (both legs) by at least 4", then an additional stool will be added in order to insert a 4" section spliced at the centerline of two (2) stools.

④ PURLIN BUTT SPLICE DETAIL
3" = 1'-0"



GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO FABRICATION OF METAL FRAMING AND SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCIES OR UNUSUAL CONDITIONS.
2. THE CONTRACTOR SHALL PROVIDE ADDITIONAL FRAMING AS REQUIRED TO RAISE EXISTING MECHANICAL UNITS TO THE NEW ROOF LEVEL. THE WEIGHT OF THE EXISTING MECHANICAL UNITS SHALL BE TRANSFERRED THROUGH THE NEW FRAMING TO BEAR AT THE EXISTING SUPPORT LOCATIONS ON THE EXISTING STRUCTURE.
3. ALL LIGHT GAGE METAL FRAMING AND CONNECTING CLIPS SHALL BE FORMED FROM STEEL CONFORMING TO ASTM A1011 WITH A YIELD STRENGTH OF 55 KSI.
4. ALL PURLINS SHALL BE PROVIDED IN LENGTHS SUFFICIENT FOR (3) CONTINUOUS SPANS.
5. INSTALL ALL SELF DRILLING SCREWS WITH 3/4" MINIMUM EDGE DISTANCE TO ALL EDGES OF STEEL MEMBERS AND 3/4" MINIMUM ON CENTER SPACING BETWEEN SCREWS UNLESS OTHERWISE NOTED ON DRAWINGS OR DETAILS.
6. ALL 16 GA. TO 16 GA. MEMBERS SHALL BE FASTENED WITH (3) #12 - 14 x 1" AT EACH CONNECTION

GENERAL INSTALLATION NOTE:

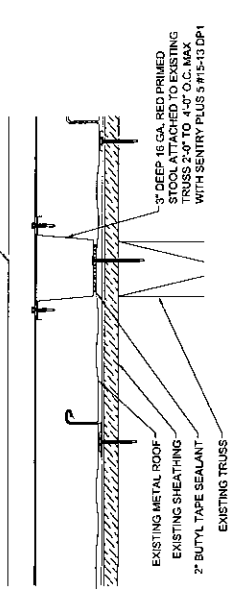
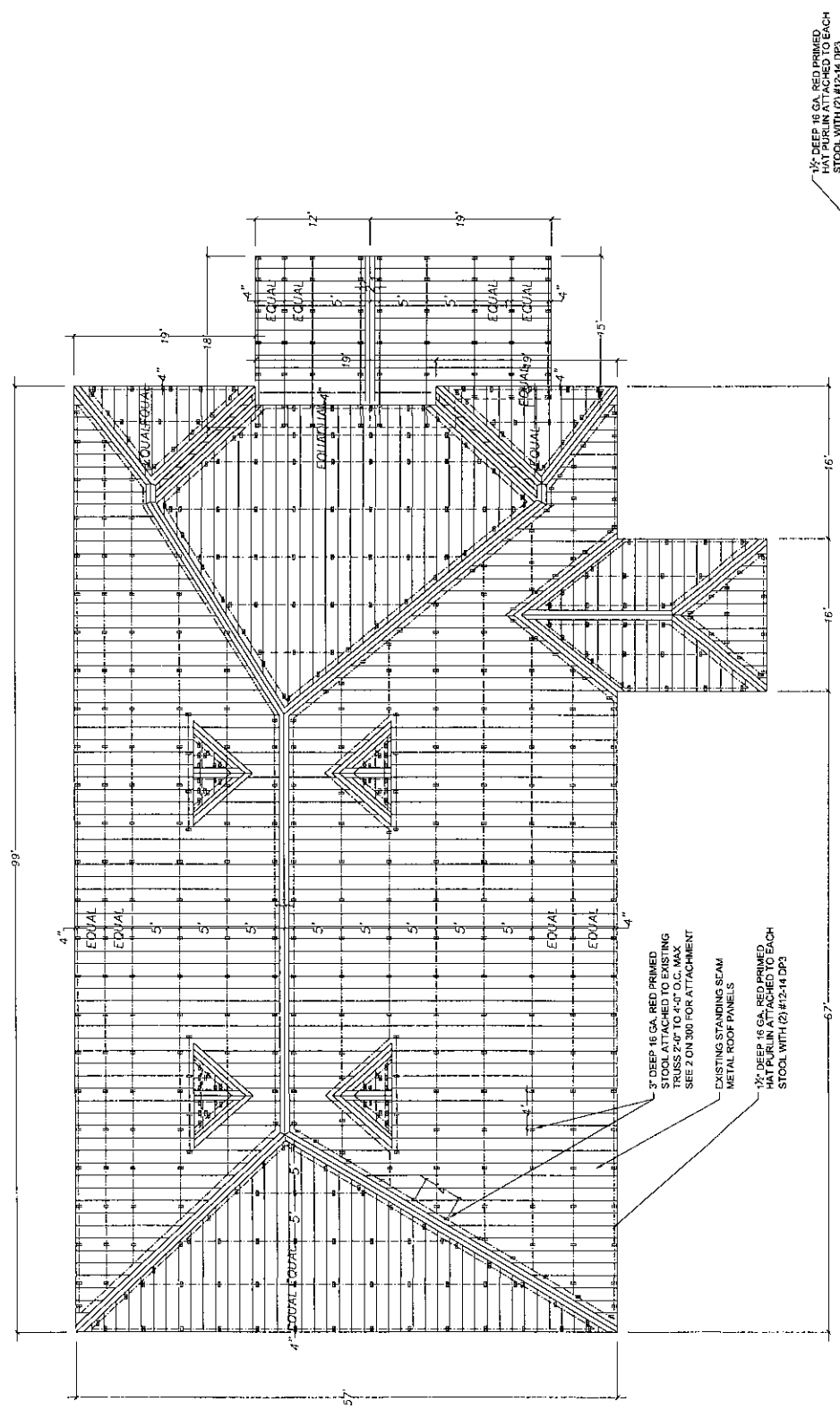
1. ALL METAL TRIM SHALL BE INSTALLED STRAIGHT, TRUE AND PLUMB.

New Metal Retrofit Roof For:
Watauga Co. Admin. Building
969 W King St.
Boone, NC 28607-3468

MUTER CONSTRUCTION
111 V. VANCE ST.
ZEBULON, NC 27597

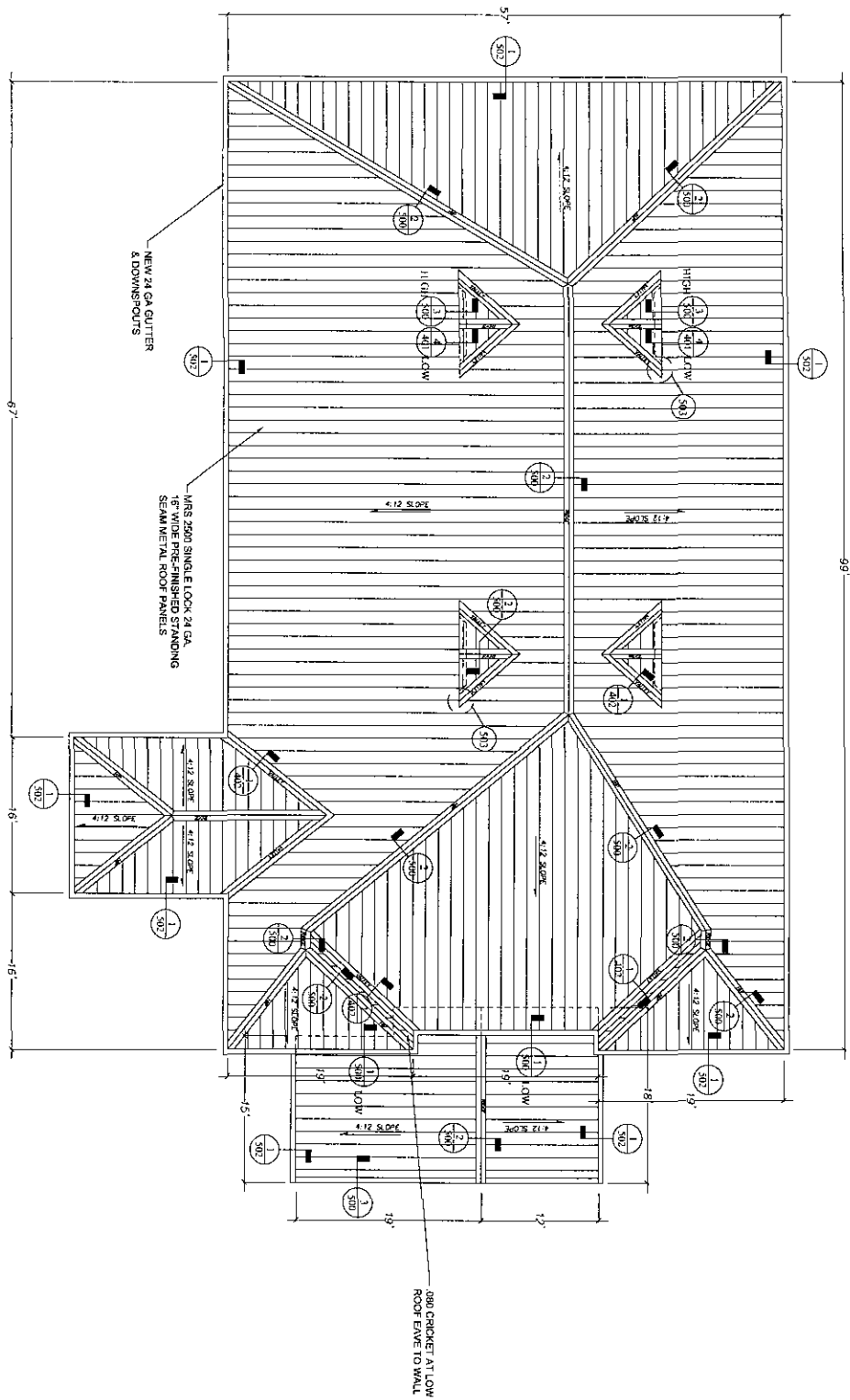
DATE:
04/04/2020

Notes & Components




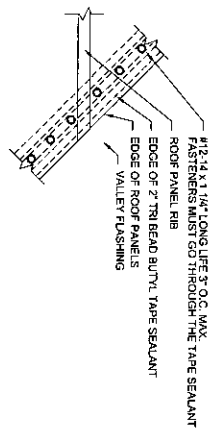
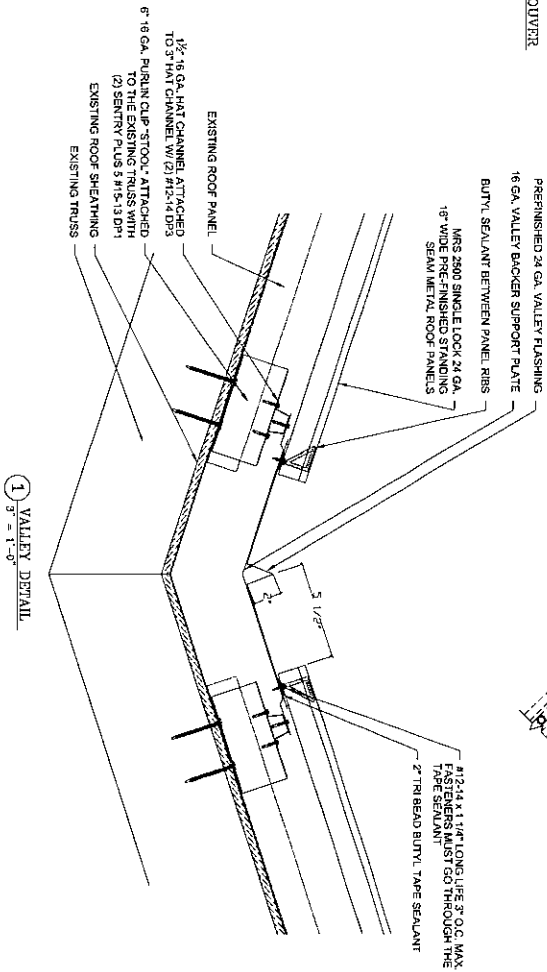
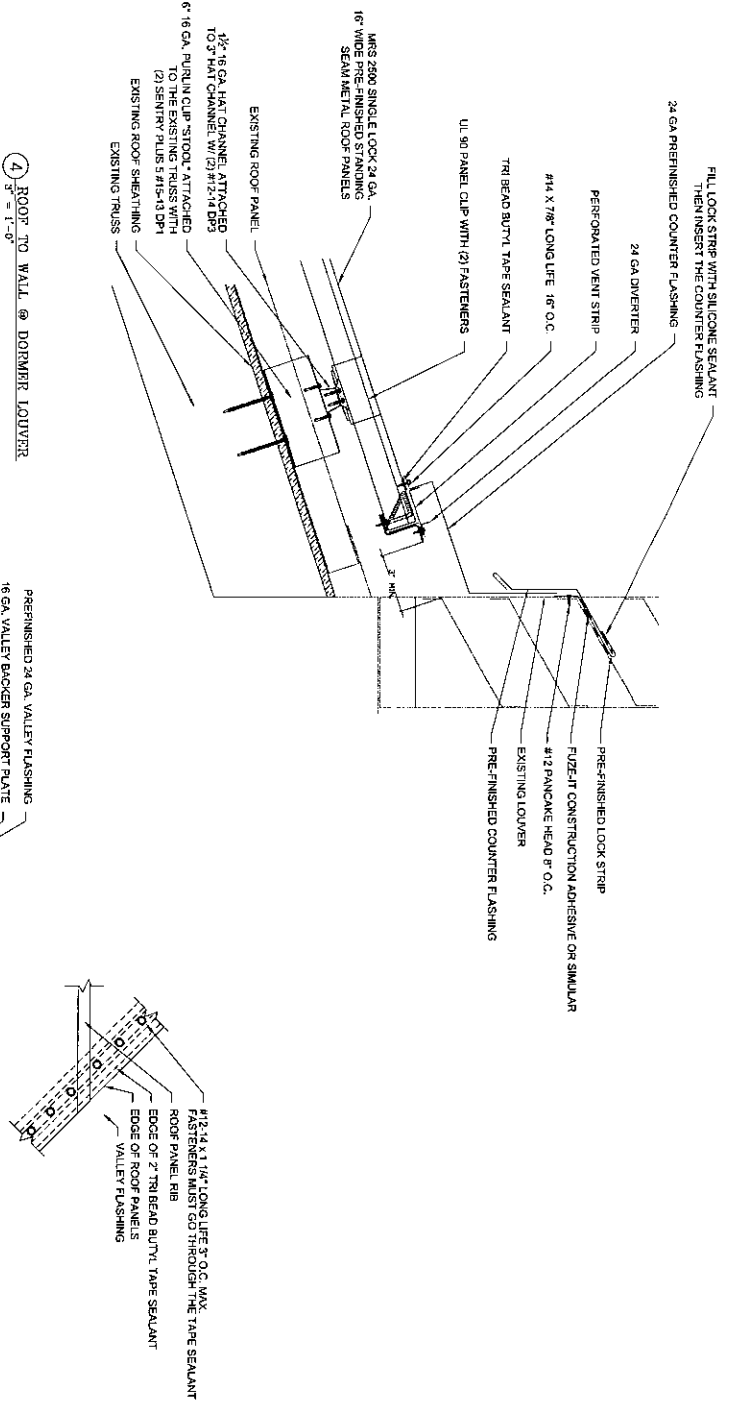
1) EXISTING ROOF FRAMING PLAN
 $\frac{1}{8}'' = 1'-0''$

2) TYPICAL STUOL INSTALLATION
 $\frac{1}{8}'' = 1'-0''$



1 NEW ROOF COVERING PLAN
 3/7/20 = 1'-0"

<p>400</p>	<p>DATE: 09/04/2020</p> <p>New Roof Covering</p>	<p>MUTER CONSTRUCTION 111 V. VANCE ST. ZEBULON, NC 27597</p>	<p>New Metal Retrofit Roof For: Watauga Co. Admin. Building 969 W King St, Boone, NC 28607-3468</p>	<p>Site Drawing 04/08/20</p> 	<p>METAL ROOF CONSULTANTS 103 VANCE STREET CHARLOTTE, NC 28201 CHARLES R. HOWARD P.E. 17632</p>
------------	--	--	--	--	---



4) ROOF TO WALL @ DORMER LOUVER
3/8" = 1'-0"

1) VALLEY DETAIL
3/8" = 1'-0"

METAL ROOF CONSULTANTS
100 W. WALL ST. #101
CHARLOTTE, NC 27201
704.375.1100



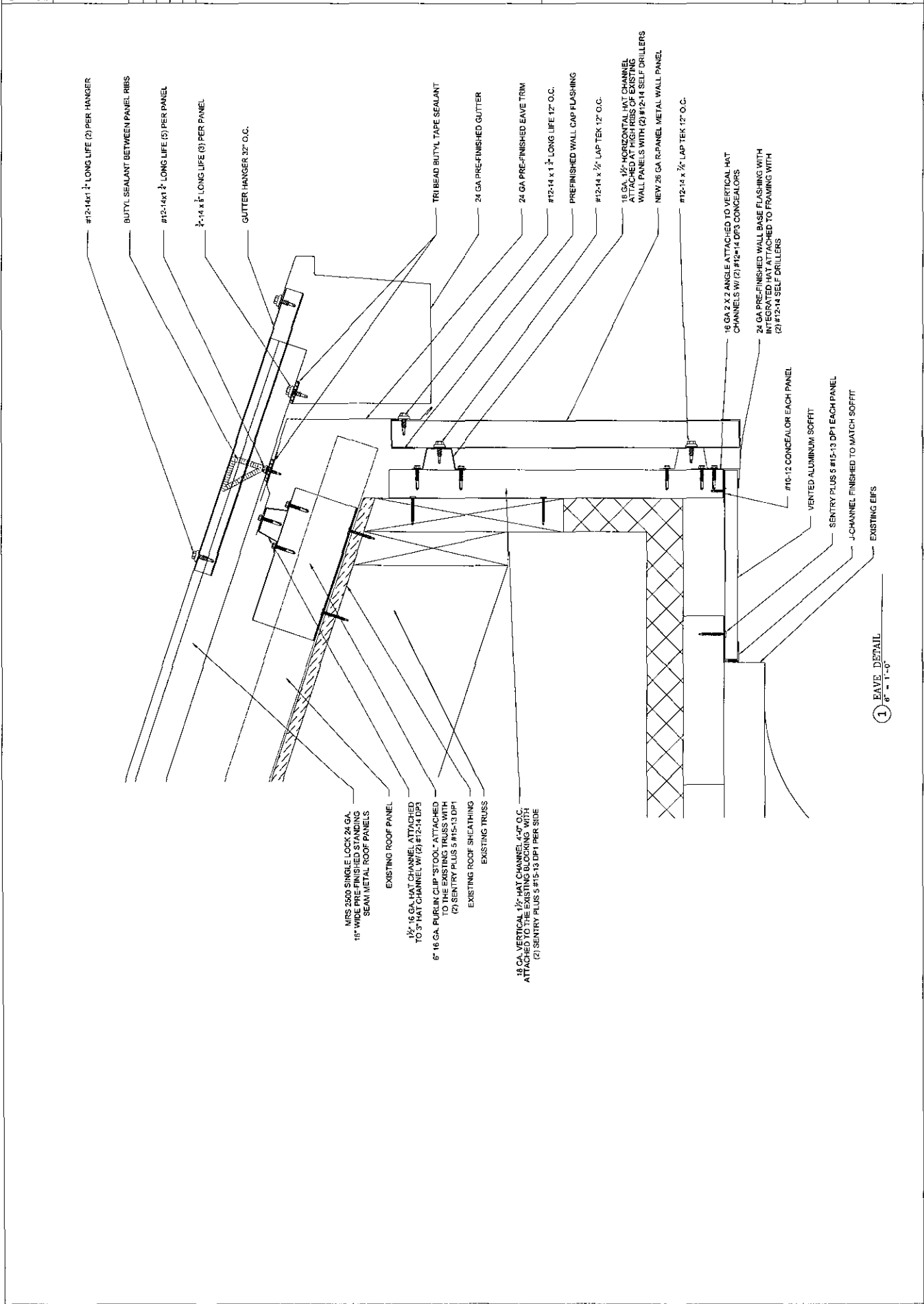
Shop Drawing	04/08/20

New Metal Retrofit Roof For:
Watauga Co. Admin. Building
969 W King St,
Boone, NC 28607-3468

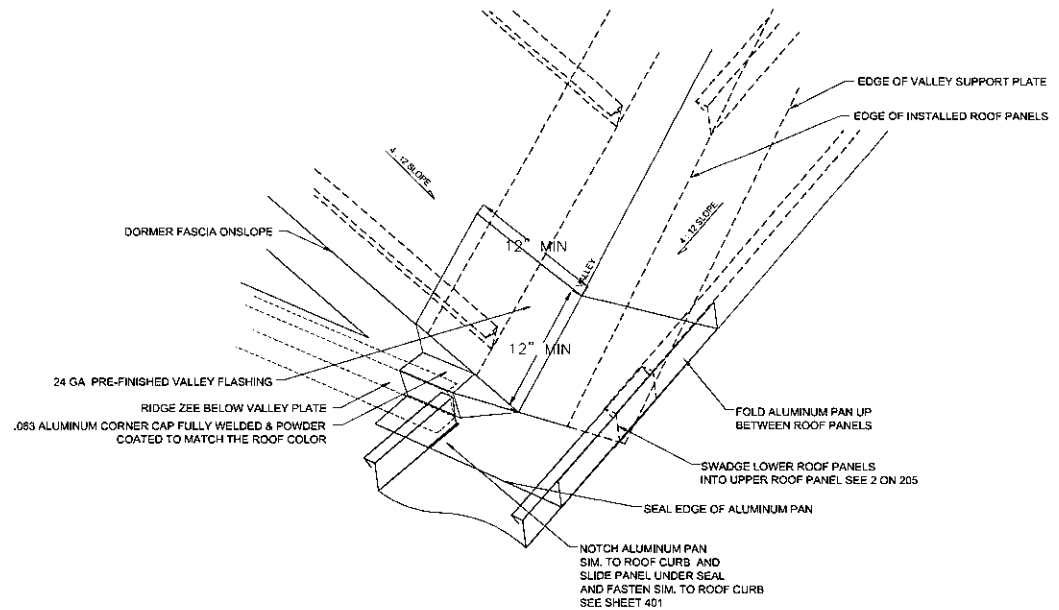
MUTER CONSTRUCTION
111 V. VANCE ST.
ZEBULON, NC 27597

DATE:
04/04/2020

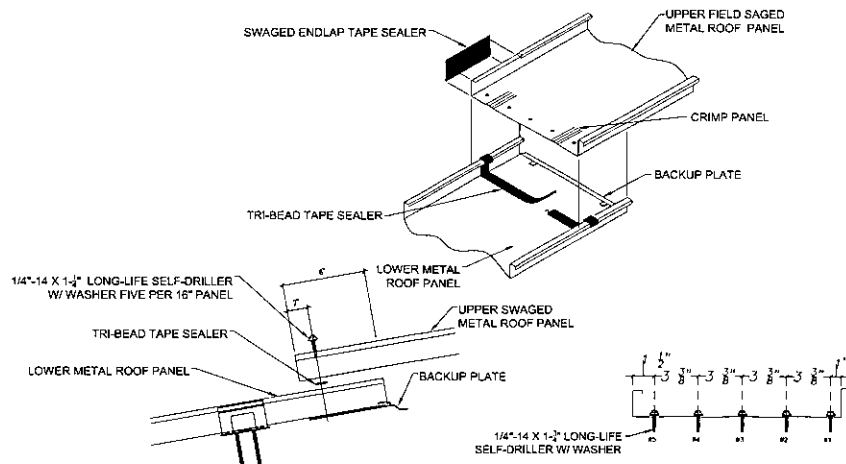
501



① EAVE DETAIL
 8" = 1'-0"



① LOW VALLEY @ DORMER
3" = 1'-0"



② SWAGED ROOF PANEL AT LOW VALLEY
3" = 1'-0"

METAL ROOF CONSULTANTS
105 W. HARRIS BLVD
CARY, NC 27513
CHARLES R. HOWARD
N.C. # 15072



Shop Drawing 04/05/20

New Metal Retrofit Roof For:
Watauga Co. Admin. Building
969 W King St,
Boone, NC 28607-3468

MUTER CONSTRUCTION
111 V. VANCE ST
ZEBULON, NC 27597

DATE:
04/04/2020

Details

503



WATAUGA County Finance Dept., 814 W. King St., Boone, NC 28607

WATAUGA COUNTY COURTHOUSE, 842 WEST KING STREET, BOONE, NORTH CAROLINA, METAL ROOF

Table with columns: W.P.C. No., Title, Description, Date, and other project details.

Table with columns: Building Height in Feet (Table 100.2.1), Allowable Height, and other height-related data.

Table with columns: Fire Protection Requirements, Fire Protection, and other fire safety details.

2018 NC Administrative Code and Policies

Table with columns: Accessible Dwelling Units - NA EXISTING, Accessible Parking - NA EXISTING, and other accessibility requirements.

2018 NC Administrative Code and Policies

Table with columns: Building Code Summary for All Commercial Projects, including project name, address, and contact information.

Table with columns: Allowable Height, Fire Protection Requirements, and other fire safety details.

Table with columns: Energy Requirements, Thermal Envelope, and other energy efficiency details.

2018 NC Administrative Code and Policies

Table with columns: Accessible Dwelling Units - NA EXISTING, Accessible Parking - NA EXISTING, and other accessibility requirements.

2018 NC Administrative Code and Policies

Table with columns: Percentage of Wall Opening Calculations, Life Safety System Requirements, and other life safety details.

Table with columns: Allowable Height, Fire Protection Requirements, and other fire safety details.

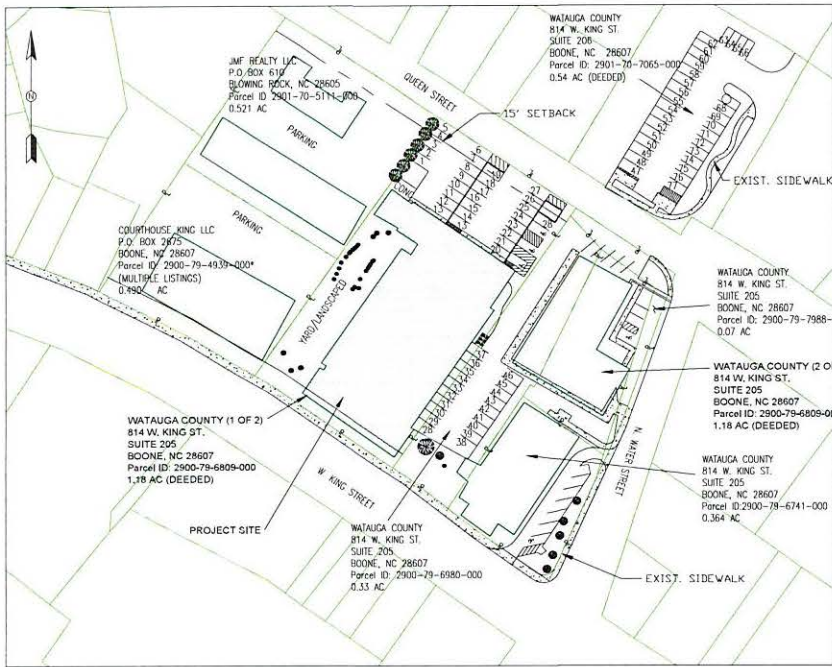
Table with columns: Energy Requirements, Thermal Envelope, and other energy efficiency details.

2018 NC Administrative Code and Policies

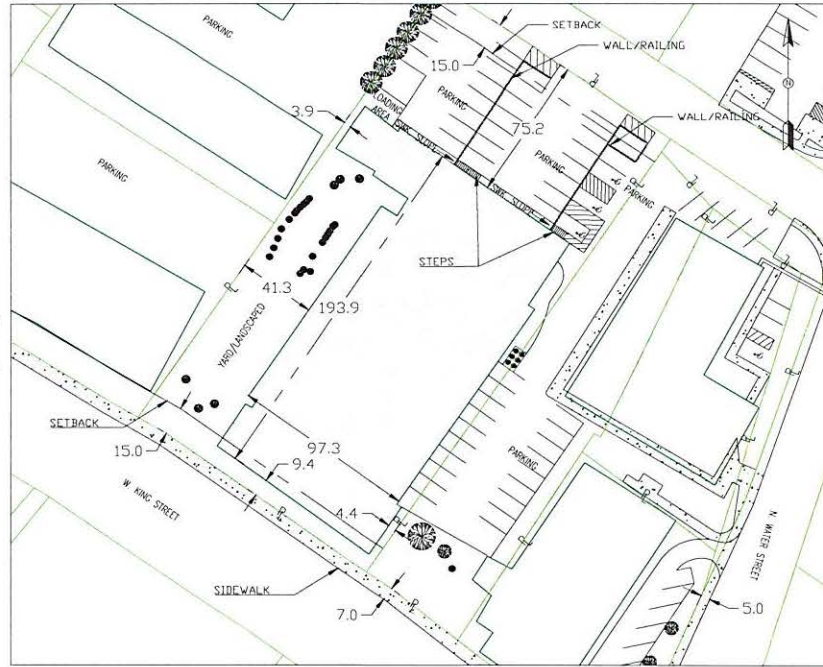
Table with columns: Accessible Dwelling Units - NA EXISTING, Accessible Parking - NA EXISTING, and other accessibility requirements.

2018 NC Administrative Code and Policies

Table with columns: Percentage of Wall Opening Calculations, Life Safety System Requirements, and other life safety details.



1 OVER ALL SITE PLAN
C-1 SCALE 1" = 50'-0"



2 SITE PLAN
C-1 SCALE 1" = 30'-0"

GENERAL NOTES:

1. PER BOONE UDO SECTION 16.06.02, EXISTING DEVELOPMENT IN THE B1 DISTRICT MAY REBUILD TO EXISTING BUILDING FOOTPRINT LINES, BUT CANNOT REBUILD ANY CLOSER TO A STREET THAN THE ESTABLISHED EXISTING BUILDING SETBACK LINE AS NOTED ON THE OFFICIAL EXISTING BUILDING LINE MAPS RECORDED WITH THE WATAUGA COUNTY REGISTRY IN DEED BOOK 239, PAGES 132-138. STRUCTURES EXISTING PRIOR TO FEBRUARY 25, 1993, THAT DO NOT MEET THE REQUIRED SETBACKS SHALL NOT BE CONSIDERED TO HAVE NONCONFORMING FEATURES.
2. PER BOONE UDO SECTION 16.06.03, THE MINIMUM STREET SETBACK DISTANCE IN THE B1 DISTRICT SHALL NOT APPLY TO A PROJECTING THEATER MARQUEE, CANOPY OR ROOF OVERHANG SUPPORTS AS LONG AS SUCH SUPPORTS DO NOT GO BEYOND THE EDGE OF THE SIDEWALK. THIS EXEMPTION SHALL NOT OBVIATE THE NEED FOR AN ENCROACHMENT AGREEMENT.
3. PER BOONE UDO SECTION 16.06.04, THE INTERIOR SETBACK FOR THE B1 ZONING DISTRICT IS 0' UNLESS THE LOT ABUTS A DISTRICT OTHER THAN A U1 ZONING DISTRICT, IN WHICH CASE THE LOT BOUNDARY SETBACK SHALL BE FIFTEEN FEET (15').
4. THERE IS NO SITE WORK IN THIS PROJECT.

LEGEND

	PROPERTY LINE
	SETBACK
	EXISTING TREES
	EXIST. SIDEWALK

FOR CONSTRUCTION

WOLF TRAIL
ENGINEERING
P-1817
1001 LANCASTER AVE.
MONROE, NC 28112
704-282-0826



WATAUGA
County Finance
Dept.
814 W. King St.
Boone, NC
28607

WATAUGA COUNTY COURTHOUSE
B42 WEST KING STREET
BOONE, NORTH CAROLINA
METAL ROOF

MARK	DATE	DESCRIPTION

CAD DWG FILE
DRAWN BY: GH
CHECKED BY: JRS
DATE: 6/29/2020
COPYRIGHT

SITE DRAWING

C-1



WATAUGA COUNTY COURTHOUSE – METAL ROOF 842 W. KING ST. BOONE, NORTH CAROLINA

GENERAL NOTES:

1. All structural steel shall be $F_y = 50$ ksi, sizes, gauge, and shape are indicated on the drawings.
2. The contractor shall coordinate the closing of W King Street with the City of Boon.
3. There is no site work (civil work) for the project.
4. The metal roof panels shall be MRS, 24 ga. Galvalume, Striated Panels, finish is Kynar 500.
5. The roof panel's properties are:
 - a. Top in compression
 - i. $I_x = 0.1725$ inches to the fourth / ft
 - ii. $S_e = 0.1024$ cubic inch / ft
 - b. Bottom in compression
 - i. $I_x = 0.0848$ inches to the fourth / ft
 - ii. $S_e = 0.0753$ cubic inch / ft
 - c. V_a - Allowable shear is 0.7733 kip / ft
6. Wall Panel's shall be 26 gauge, finish is Kynar 500, Multi-Rib style. Wind pressure 46.4 PSF at 130 MPH, max span for wall panel is 4'.
7. The wall panel's properties are:
 - a. Top in compression
 - i. $I_x = 0.052$ inches to the fourth / ft
 - ii. $S_e = 0.0575$ cubic inch / ft
 - b. Bottom in compression
 - i. $I_x = 0.031$ inches to the fourth / ft
 - ii. $S_e = 0.0495$ cubic inch / ft
 - c. V_a - Allowable shear is 0.773 kip / ft
8. Each inside and outside corner of the metal stud wall shall have "X" strapping at a 45 degree angle using Simpson Strong Tie CSHP20. Attach strap to each metal stud with #10 screw. This located on the exterior of the walls.
9. All columns longer than 18 feet, a Cee attached at 18 feet, framing around the columns for lateral support.
10. The connection between the beam and column at the dormers shall be Simpson Strong Tie RCA333/ 97 - 18 gage, 6 screws, on each side.
11. The connection between the Zee and Cee for the dormers shall be Simpson Strong Tie RCA333/ 97 - 18 gage, 6 screws.
12. The connection between the Cee at the apex of the dormer shall be Simpson Strong Tie TCJ37 on the inside and outside of the joint.
13. I areas of the roof that is light weight concrete, the angle clips for the columns can be placed on the light weight concrete. The anchor of the angle support will be extend beyond the steel by 1" into the metal decking or bar joist.
14. The cold form metal shall be attached with #10 screws.
15. Furring channels and studs shall be $3 \frac{1}{2} \times 1 \frac{1}{2}$ ", F_y 33 ksi, 20 gauge, unpunched - 350S162-33 at 24" O.C.
16. Frame around opening for new attic access with $2 \times 2 \times \frac{1}{4}$ " steel angles. Extend and attach the angles to bar joist.
17. New roof hatch shall be 24"x36",
 - a. Curb shall be 14 gauge galv. steel, 4" wide flanges.
 - b. Cover shall be 14 gauge galv. steel, with push button lock release, hold open arm with handle.
 - c. Assisted opening with concealed compression spring.
 - d. Latch shall have padlock hasp.
 - e. All hardware shall zinc plated.
 - f. The roof hatch shall be insulated.

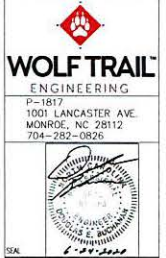


SITE NOTES:

1. BOUNDARY INFORMATION (PARCEL LINES AND BUILDING FOOTPRINTS) PROVIDED BY WATAUGA COUNTY GIS SERVICES.
2. ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT, FACE OF WALL OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. ALL IMPROVEMENTS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL STANDARDS.

LIST OF DRAWINGS

CO-1	COVER SHEET	S-10	DETAILS
C-1	SITE DRAWING	S-11	DETAILS
AP-1	APPENDIX B (1)	S-12	DETAILS
AP-2	APPENDIX B (2)	S-13	DETAILS
S-1	EXISTING ROOF FRAMING	M 0.1	SPECIFICATIONS
S-2	COLUMNS & PURLOINS LAYOUT	M 1.1	ATTIC PLAN
S-3	BRACING LAYOUT	E 0.1	SPECIFICATIONS
S-4	ROOF PLAN VIEW	E 0.2	SYMBOL LEGENDS
S-5	ELEVATIONS	E 1.1	ATTIC PLAN
S-6	ELEVATIONS	P 0.1	SPECIFICATIONS
S-7	DETAILS	P 1.1	ATTIC PLAN
S-8	DETAILS		
S-9	DETAILS		



**WOLF TRAIL
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P-1817
1001 LANCASTER AVE.
MONROE, NC 28112
704-282-0826

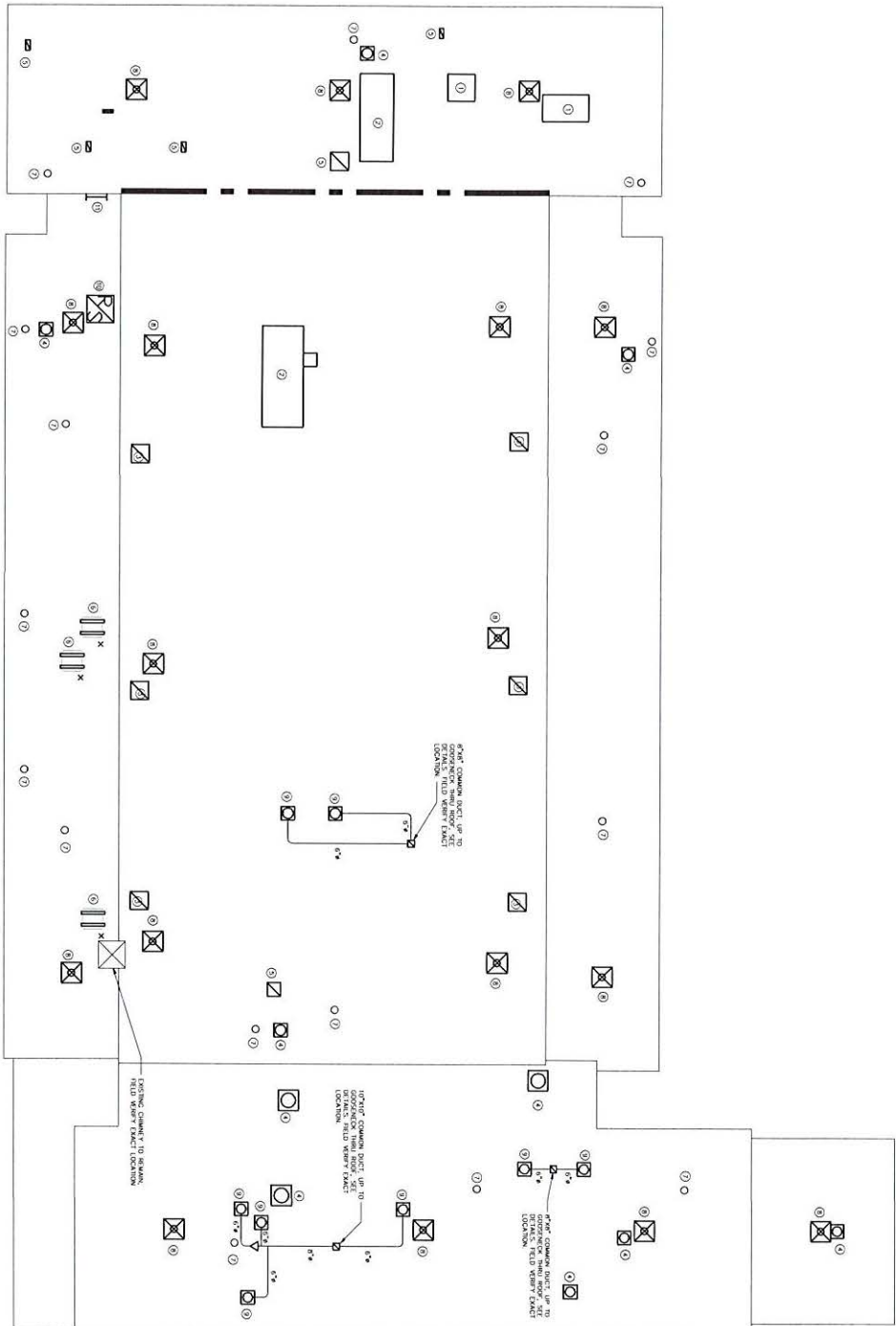
WATAUGA
County Finance
Dept,
814 W. King St.
Boone, NC
28607

WATAUGA COUNTY COURTHOUSE
842 WEST KING STREET
BOONE, NORTH CAROLINA
METAL ROOF

MARK	DATE	DESCRIPTION

COVER SHEET
CO-1

FOR CONSTRUCTION



1 ATTIC PLAN - MECHANICAL
SCALE 1/8" = 1'-0"

NOTES THIS SHEET

- 1. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 2. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 3. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 4. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 5. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 6. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 7. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
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- 9. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 10. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 11. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 12. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 13. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 14. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 15. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 16. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 17. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 18. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 19. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.
- 20. EXISTING STRUCTURE TO REMAIN, VERIFY EXACT LOCATION, FIELD VERIFY EXACT LOCATION.

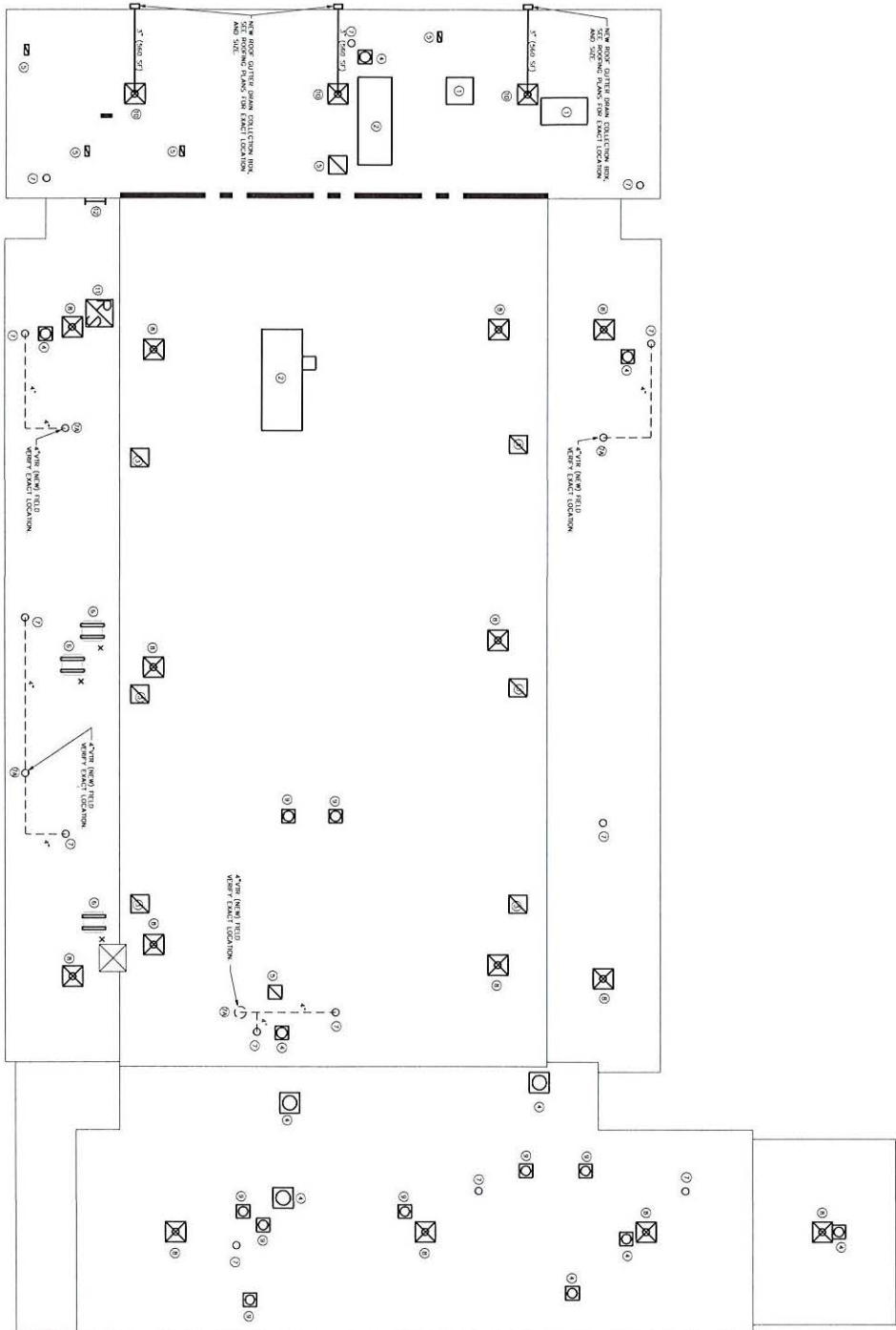


DATE: 06-09-2020
 SCALE: 1/8" = 1'-0"
 SHEET: M.1.1
 PROJECT: WATAUGA COUNTY COURTHOUSE ROOF MODIFICATIONS
 CLIENT: WATAUGA COUNTY

WATAUGA COUNTY COURTHOUSE
 ROOF MODIFICATIONS
 842 KING STREET #13
 BOONE, NORTH CAROLINA

NO.	DATE	REVISION
1	06-09-20	FOR CONSTRUCTION

DESIGNED BY: [Name]
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 06-09-2020
 PROJECT: WATAUGA COUNTY COURTHOUSE ROOF MODIFICATIONS
 SHEET: M.1.1
 ATTIC PLAN - MECHANICAL
 PAGE NUMBER: M.1.1



1 ATTIC PLAN - PLUMBING
SCALE: 1/8" = 1'-0"

NOTES THIS SHEET

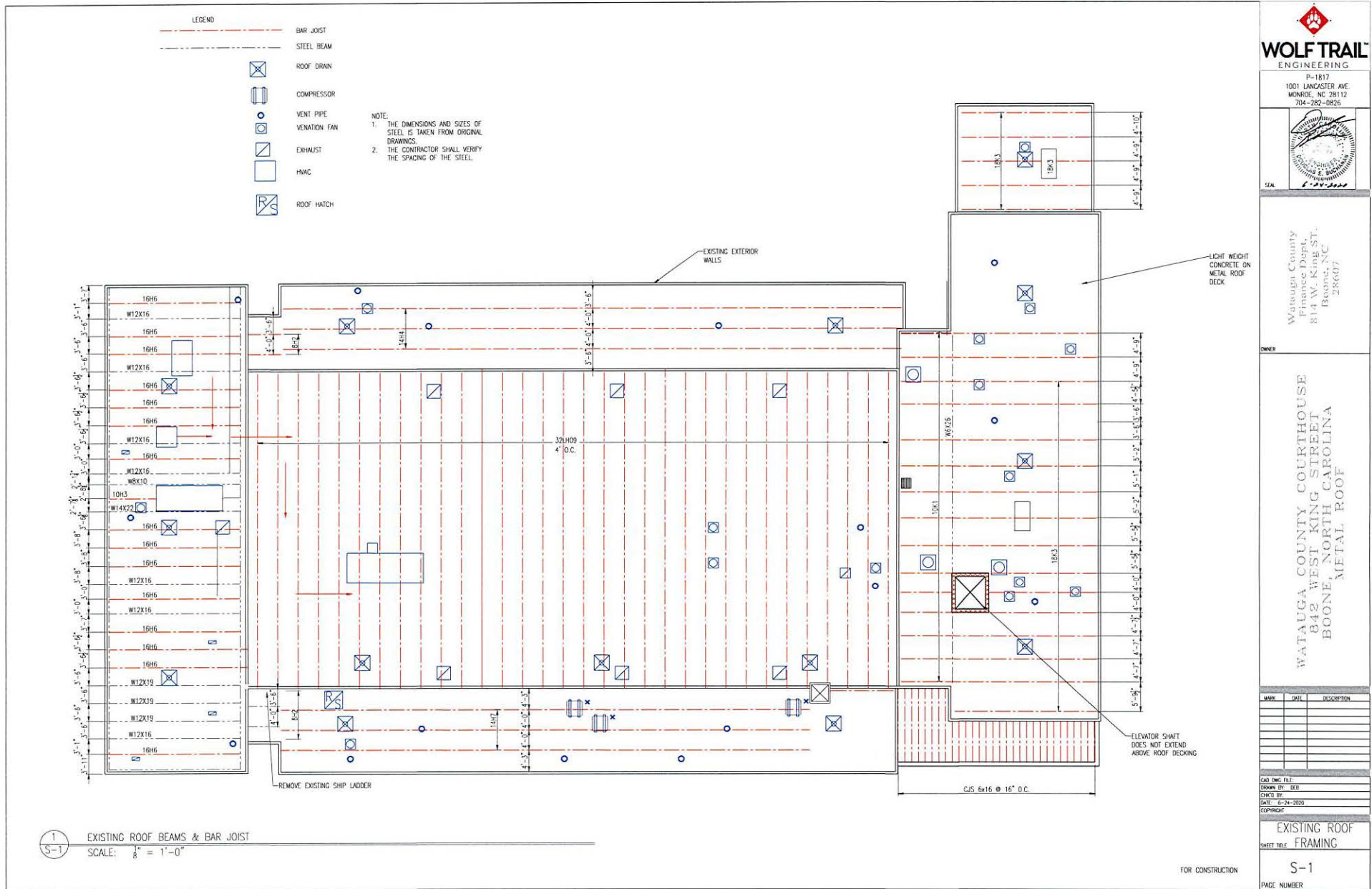
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- 2) EXISTING PACKAGED AIR HANDLING UNIT SHALL REMAIN. FIELD VENT? EXACT LOCATION.
- 3) EXISTING MECHANICAL ATIC IN AN UNFINISHED ATTIC SHALL REMAIN. FIELD VENT? EXACT LOCATION. FOR ADDITIONAL INFORMATION, FIELD VENT? EXACT LOCATION.
- 4) EXISTING MECHANICAL ATIC IN AN UNFINISHED ATTIC SHALL REMAIN. FIELD VENT? EXACT LOCATION. FOR ADDITIONAL INFORMATION, FIELD VENT? EXACT LOCATION.
- 5) EXISTING MECHANICAL ATIC IN AN UNFINISHED ATTIC SHALL REMAIN. FIELD VENT? EXACT LOCATION. FOR ADDITIONAL INFORMATION, FIELD VENT? EXACT LOCATION.
- 6) EXISTING MECHANICAL ATIC IN AN UNFINISHED ATTIC SHALL REMAIN. FIELD VENT? EXACT LOCATION. FOR ADDITIONAL INFORMATION, FIELD VENT? EXACT LOCATION.
- 7) EXISTING MECHANICAL ATIC IN AN UNFINISHED ATTIC SHALL REMAIN. FIELD VENT? EXACT LOCATION. FOR ADDITIONAL INFORMATION, FIELD VENT? EXACT LOCATION.
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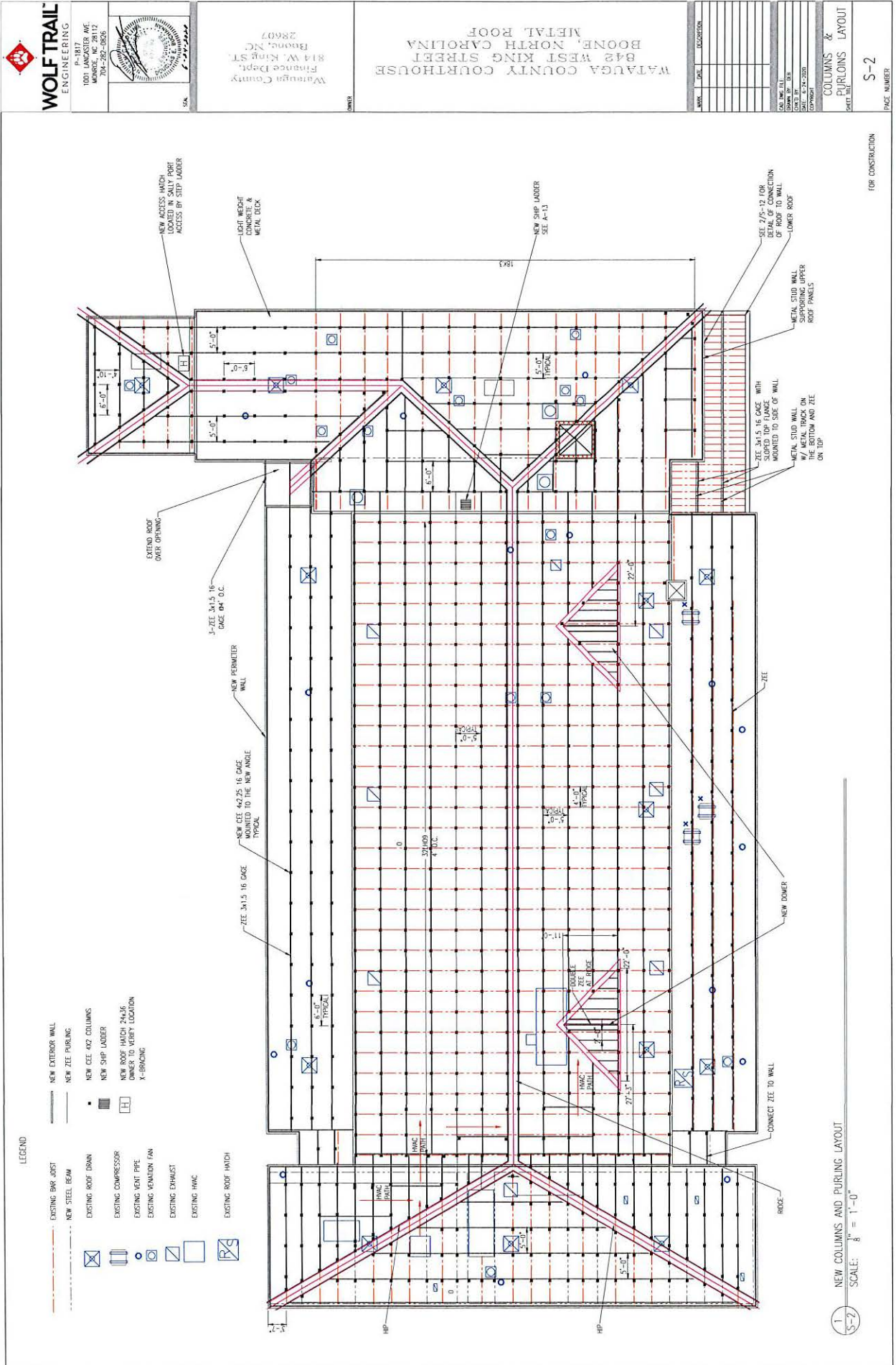


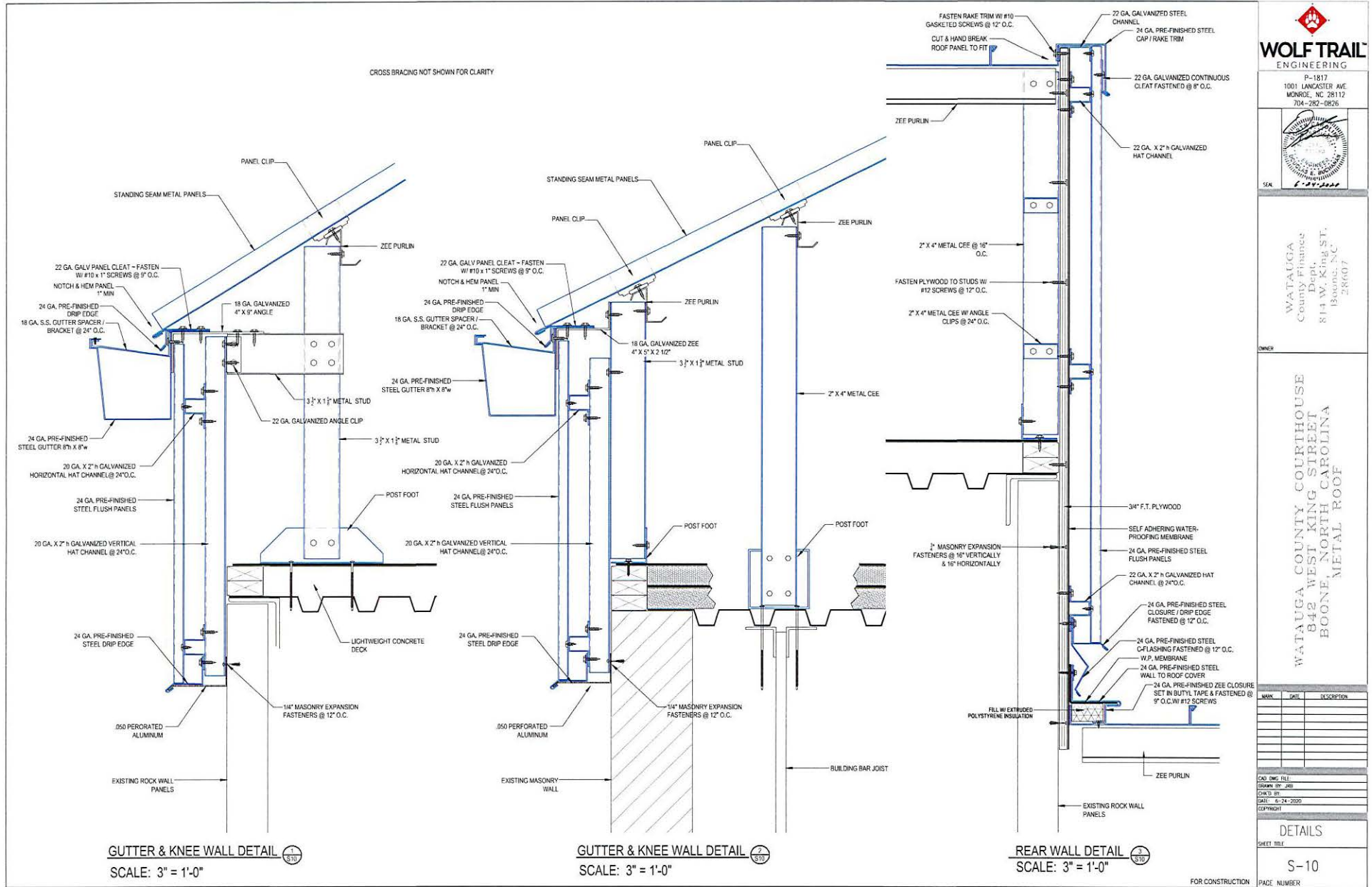
WATAUGA COUNTY COURTHOUSE
ROOF MODIFICATIONS
842 KING STREET #13
BOONE, NORTH CAROLINA

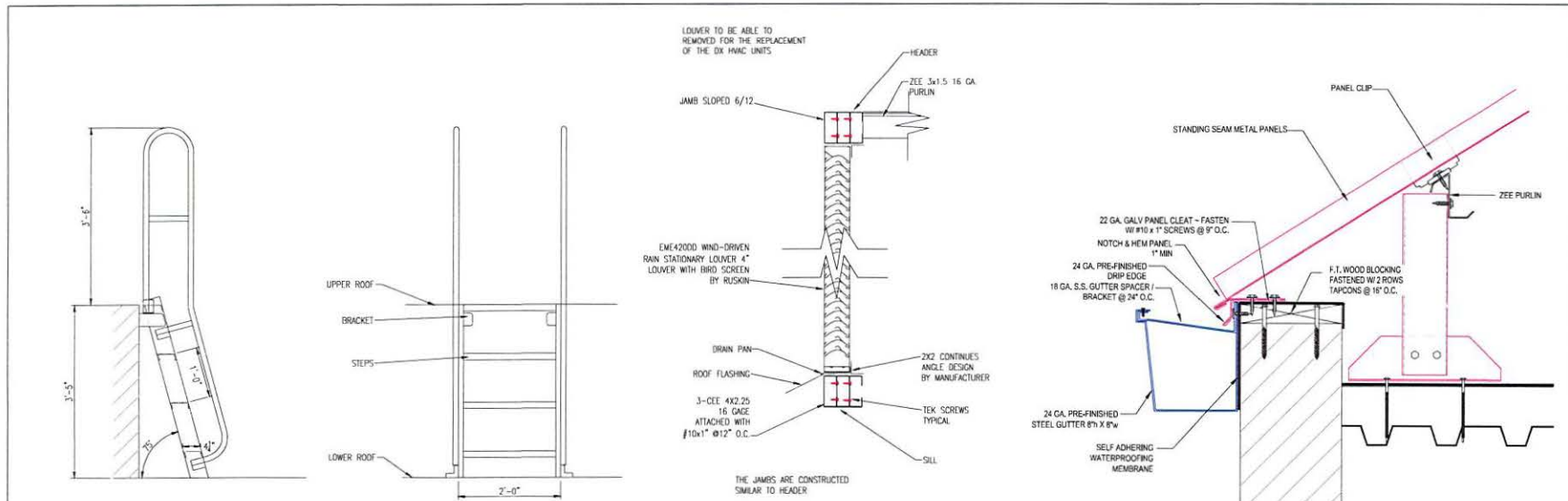
DATE	DESCRIPTION
08-05-2010	FOR CONSTRUCTION

PROJECT NO.	1001
OWNER	WATAUGA COUNTY
DATE	08-05-2010
DESIGNER	JEFFREY A. WOLF
CHECKED	JEFFREY A. WOLF
DATE	08-05-2010
PROJECT	WATAUGA COUNTY COURTHOUSE
SHEET	ATTIC PLAN - PLUMBING
TITLE	
PAGE NUMBER	P1.1









WOLF TRAIL ENGINEERING
 P-1817
 1001 LANCASTER AVE.
 MONROE, NC 28112
 704-792-0826

WATAUGA County Finance Dept.
 814 W. King St.
 BOONE, NC 28607

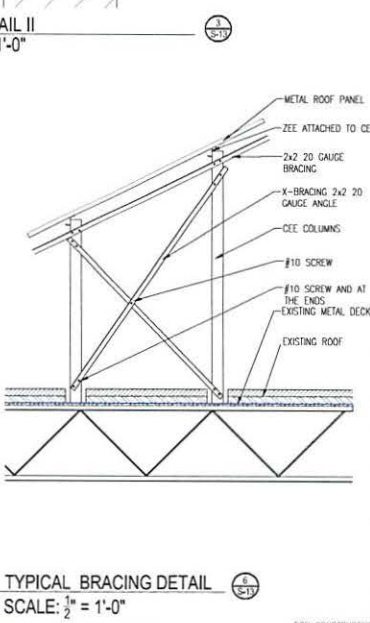
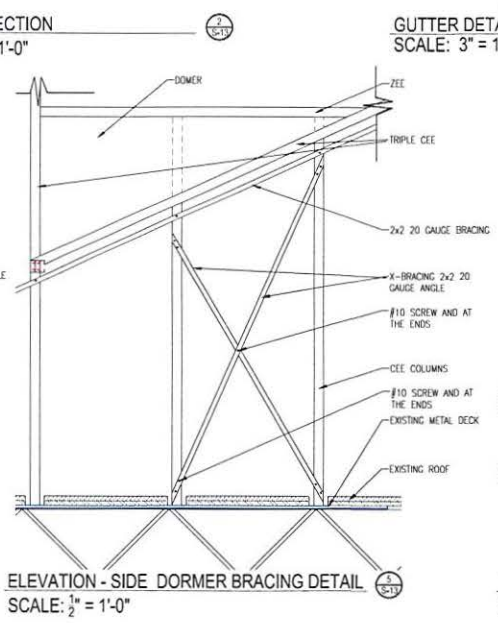
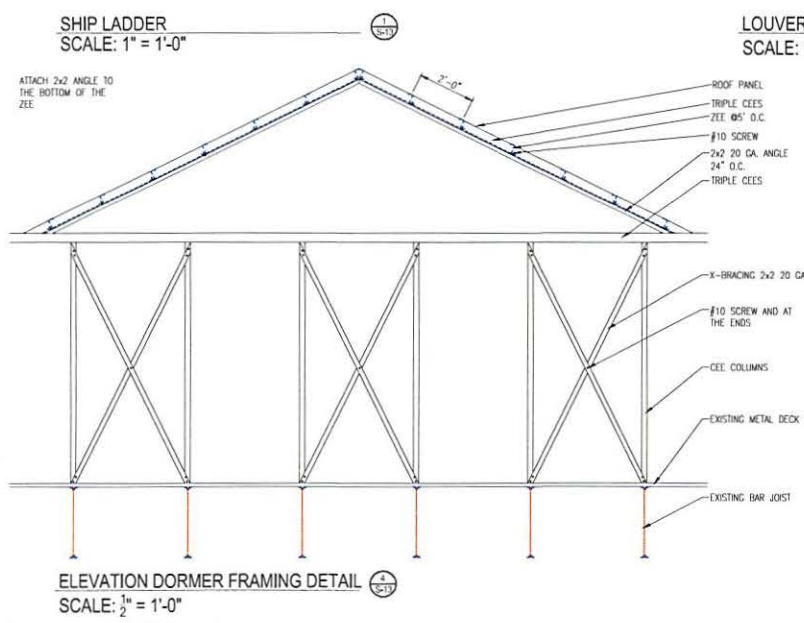
OWNER

WATAUGA COUNTY COURTHOUSE
 842 WEST KING STREET
 BOONE, NORTH CAROLINA
 METAL ROOF

NO.	DATE	DESCRIPTION

CAD FILE BY: [blank]
 DRAWN BY: JMS/2019
 CHECKED BY: [blank]
 DATE: 6/24/2019
 COMPANY: [blank]
DETAILS
 SHEET TITLE: [blank]

S-13
 FOR CONSTRUCTION PAGE NUMBER



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AGENDA ITEM 9:**PROPOSED VENDING CONTRACT FOR COUNTY FACILITIES****MANAGER'S COMMENTS:**

Mr. Stephen Poulos, Parks and Recreation Director, will present bid proposals for vending for county facilities. Triangle Vending, Water and Coffee Service, High Country Vending, Pepsi Bottling Ventures and Coca-Cola Bottling Co. submitted proposals. Mr. Poulos is recommending Triangle Vending, Water and Coffee Service to provide services for all Watauga County facilities to include the Watauga Community Recreation Center (WCRC). Triangle Vending is based out of West Jefferson, NC. References from Watauga Medical Center, Avery Mitchell Correction Facility and Manheim Auto Auction (Statesville) provided outstanding references for their services. The County Attorney will draft a contract upon Board approval.

Board approval is required.




WATAUGA COUNTY PARKS & RECREATION

231 Complex Drive • Boone, NC 28607
Phone : (828) 264-9511
Fax : (828) 264-9523



www.wataugacounty.org

M E M O

To: Deron Geouque, County Manager
From: Stephen J. Poulos, *Director* 
Subject: Vending Contract for Watauga County
Date: Tuesday, July 14, 2020

Watauga County Parks and Recreation is recommending Triangle Vending, Water and Coffee Service to provide services for all Watauga County facilities to include the Watauga Community Recreation Center (WCRC). Triangle Vending is based out of West Jefferson, NC. References from Watauga Medical Center, Avery Mitchell Correction Facility and Manheim Auto Auction (Statesville) provided outstanding references for their services. Triangle Vending will provide vending for all county vending sites as well as the concession stand at WCRC to include drinks, coffee and snacks.

High Country Vending, Pepsi Bottling Ventures and Coca-Cola Bottling Co. Consolidated were also considered. We appreciate everyone's interest.



WATAUGA COUNTY PARKS & RECREATION

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Watauga County Parks and Recreation

Request for Proposal

Vending for Watauga Community Recreation Center

Purpose

The purpose for the Request for Proposal is to solicit vendors who can provide the following:

- Provide drink and snack vending machines to be utilized in the Watauga Community Recreation Center (WCRC) lounge including water, soda, sports drinks, coffee, hot chocolate, snacks, etc. Prefer drinks that are plastic and have screw tops.
- Provide Standing Drink Coolers and stands for snacks to be utilized in the concession area.
- Include commission percentage based on sales, any sponsorship opportunities or any other options presented.

Watauga County Vending sites:

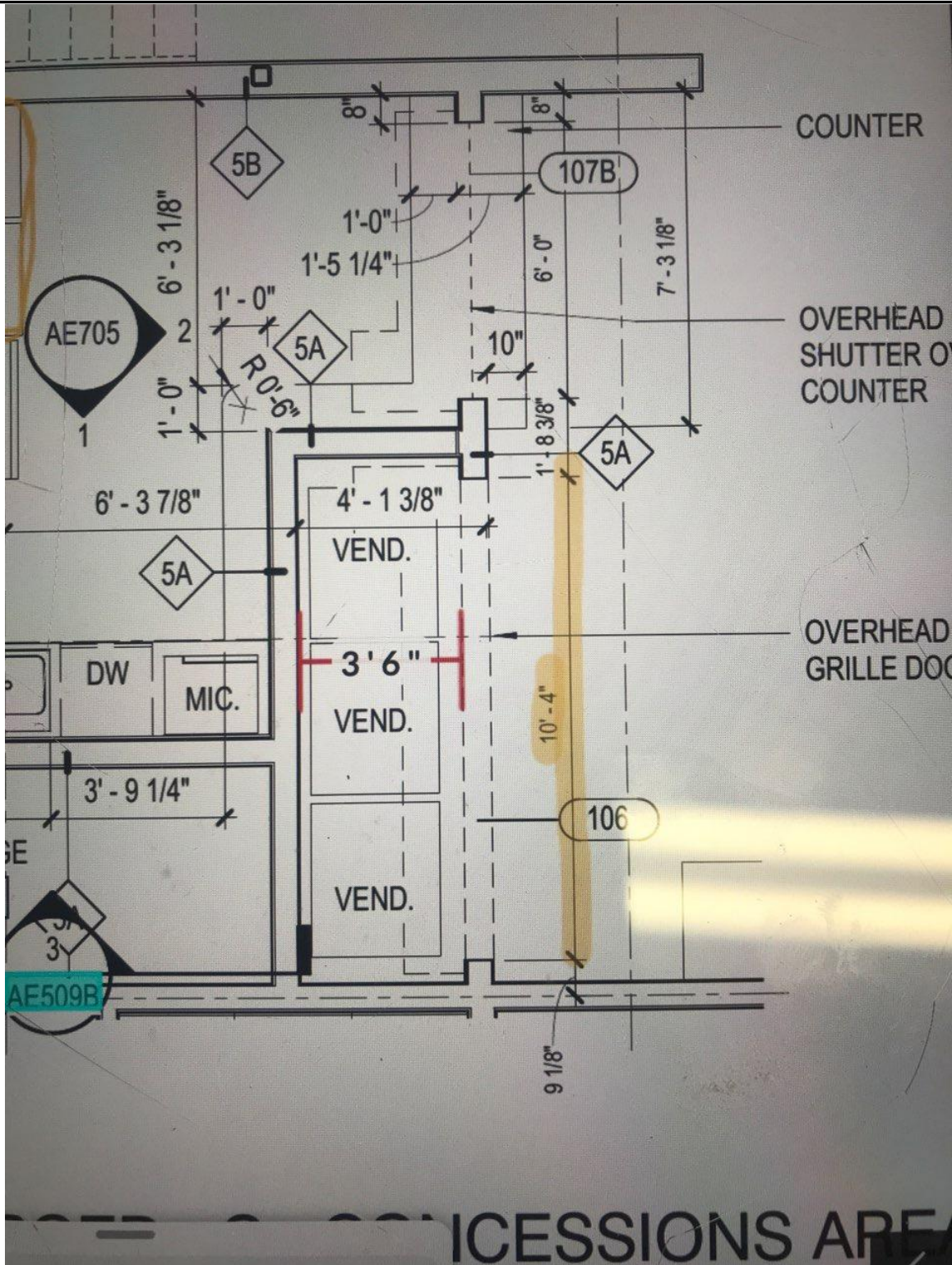
1. Watauga Community Recreation Center (WCRC)
2. Courthouse
3. Human Services Building
4. Health Department
5. West Annex Building
6. East Annex Building
7. Law Enforcement Building
8. Landfill
9. Library

The dimensions for the vending and concession:

WATAUGA COUNTY PARKS & RECREATION

231 Complex Drive • Boone, NC 28607
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Fax : (828) 264-9523

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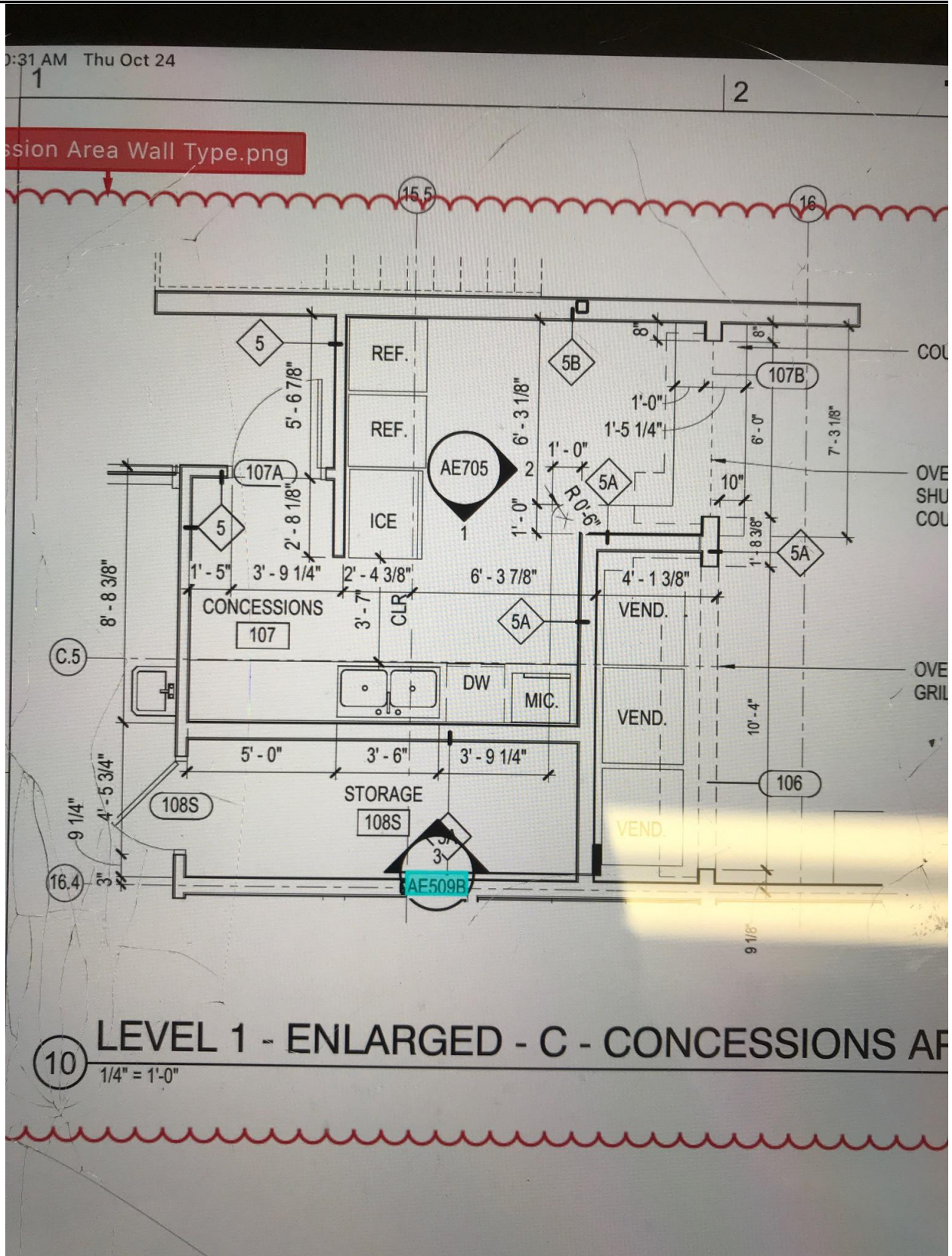


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231 Complex Drive • Boone, NC 28607
Phone : (828) 264-9511
Fax : (828) 264-9523



www.wataugacounty.org

Scope of Work

1. Vendor is responsible for all appropriate permits and licenses and must provide a copy of the documentation to Watauga County Parks and Recreation.
2. Vendor is required to provide proof of special events insurance coverage, proof of workers compensation coverage and a release or waiver for any claims from employees or contractors of the vendor.
3. Vendor is to provide drinks and snacks for vending and concession area.
4. Sale of alcoholic beverages is strictly prohibited.

Submittal Requirements

- a. Vendor contact information must include phone and fax numbers; a mailing address and an email address.
- b. Vendor is allowed to submit any applicable references.
- c. Vendor must submit a sample menu for all items to be provided.
- d. The selected vendor will sign a contract for a three (3) year period between Watauga County and the vendor. Both parties will have the right to end this agreement with a two (2) week written notice.

Proposal Submission

The deadline for receipt of proposals is Wednesday June 3, 2020. Interested vendors should submit (1) copy of the completed proposal in a sealed envelope marked "Watauga Community Recreation Center Vendor" Any questions or comments should be addressed to Stephen Poulos, Director of Watauga County Parks and Recreation at 828.264.9511 or stephen.poulos@watgov.org

Proposals may be sent or hand delivered to:

Watauga County Parks and Recreation
Stephen Poulos, Director
331 Queen Street, Suite 101
Boone, NC 28607

AGENDA ITEM 10:

BUDGET AMENDMENTS

MANAGER'S COMMENTS:

Ms. Misty Watson, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



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

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Misty Watson, Finance Director
SUBJECT: Budget Amendments
DATE: July 21, 2020

The following budget amendment requires the approval of the Watauga County Board of Commissioners. Board approval is requested.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300 343306	CWMTF Grant		365,000
103839 384000	Donations		115,000
104287 457001	Brookshire Wetlands and Stream Restoration	480,000	

Per Board action June 19, 2018; to recognize the completion of the Clean Water Management Trust Fund Grant for Wetlands Construction on Brookshire Road.

143300 343300	Adoption Promotion Funds		4,642
145410 440006	Adoption Promotion	4,642	

To recognize funds received from NC DHHS for the enhancement of programs to encourage and support adoption.

AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. CARES Act Relief Funds Plan*****MANAGER'S COMMENTS:**

The North Carolina General Assembly authorized coronavirus relief funds in Session Law 2020-4. The legislation allocated \$150 million in funding to the 97 counties that did not receive direct federal funding from the CARES Act. In addition, it holds in reserve \$150 million subject to action by the federal government.

Watauga County received \$1,164,018 in relief funds in the first round. Staff has developed the attached plan for the expenditure of these relief funds. The funds are recommended to be distributed as follows:

- 1) Essential Local Government Response
 - a. Watauga County - \$100,000
 - b. Town of Beech Mountain – \$20,290
 - c. Town of Blowing Rock - \$21,153
 - d. Town of Boone - \$38,382
 - e. Town of Seven Devils - \$20,175
- 2) Healthcare Services - Appalachian Regional Healthcare System - \$200,000
- 3) Educational Support Services – Watauga County School System - \$125,000
- 4) Public Health Services – AppHealthCare - \$639,018

The North Carolina General Assembly authorized round two of the Coronavirus Relief Funds under Session Law 2020-4. Watauga County received an additional \$1,090,280 in round two giving a total between round one and round two of \$2,254,298. Of this total, \$563,575 is required to be allocated amongst the four municipalities in the County. The County may choose the allocation method in sharing CRF funds with the municipalities. The County has allocated in round one \$100,000 to the Towns of Blowing Rock, Beech Mountain, Seven Devils and Boone thus leaving an additional \$463,575 to be allocated.

Staff recommends allocating the additional funds with a 20% base of the \$463,575 to each Town and the remaining balance to be allocated based on a per capita method. The funds are recommended to be distributed as follows:

- | | |
|---------------------------|-----------|
| 1) Town of Beech Mountain | \$94,058 |
| 2) Town of Blowing Rock | \$98,061 |
| 3) Town of Boone | \$177,928 |
| 4) Town of Seven Devils | \$93,528 |
| 5) Watauga County | \$626,705 |

Each Town must submit their plan to the County by August 25, 2020 in order to meet the September 1, 2020 NC Pro deadline. The County will amend the existing plan that the Board adopted previously to reflect the additional \$626,705.

Board approval is required to adopt the plan as presented and submit to the North Carolina Office of State Budget and Management.

**Base allocation to each Town
(20% of total remaining funds)**

\$ 92,715

	Per capita	Per capita allocation
Blowing Rock	1.58001%	\$ 5,345.96
Beech Mountain	0.39691%	\$ 1,342.94
Boone	25.18478%	\$ 85,212.57
Seven Devils	0.24044%	\$ 813.53

Watauga County 72.59786%

Per capita allocatin

100% \$ 92,715.00

Blowing Rock	\$ 98,060.96
Beech Mountain	\$ 94,057.94
Boone	\$ 177,927.57
Seven Devils	\$ 93,528.53

\$ 463,575.00

Per capita plus allocation of 20% as a base

AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS**

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

MANAGER'S COMMENTS:

The North Carolina Association of County Commissioners' (NCACC) will hold its Annual Business Session virtually on Thursday, August 6, 2020, at 11:00 A.M. The session will focus on elections for NCACC leadership positions. Each county in attendance is required to select a voting member for representation. Submission of the voting delegate is due Monday, August 3, 2020. For more information on the Conference, please go to: <https://www.ncacc.org/809/2020-Annual-Conference>.



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 113th Annual Conference of the North Carolina Association of County Commissioners to be held during the **virtual*** Annual Business Session on August 6, 2020, at 11 a.m.

Voting Delegate Name: _____

Title: _____

In the event the designated voting delegate is unable to attend, _____ has been selected as _____ County's alternate voting delegate.

Alternate Voting Delegate Name: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

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

Please return this form to Alisa Cobb via email by **Monday, August 3, 2020** close of business:

Email: alisa.cobb@ncacc.org

***Please note – due to the COVID-19 pandemic, the 113th NCACC Annual Conference will be held virtually with voting taking place via an electronic platform.**

AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Proposed Amendments to the County's Electronic Meeting Policy*****MANAGER'S COMMENTS:**

Enclosed are changes to the County's current Electronic Meeting Policy. The changes are in red and eliminate the duplication of reading public comments during the meeting. The public comments are attached and included on the County's website and reading of the comments is an unnecessary duplication. The public is better served by viewing the comments online versus trying to locate and trying to listen to the public comments in the video recording. The change will eliminate duplication, better provide access to the public, and provide for a more efficient meeting.



Watauga County Board of Commissioners Electronic Meeting Policy

I. Purpose

Public bodies that administer the legislative, policy-making, quasi-judicial, administrative, and advisory functions of North Carolina and its political subdivisions exist solely to conduct the people's business. It is the public policy of North Carolina that the hearings, deliberations, and actions of these bodies be conducted openly. Due to the COVID-19 pandemic, the Watauga County Board of Commissioners has declared a State of Emergency, effective March 20, 2020, suspending all public meetings and requiring them to be conducted electronically.

II. Applicability

This Policy applies to all boards and commissions established or authorized by the Watauga County Board of Commissioners.

III. Recitals: Policy Considerations

This Policy is disseminated with the intent and applied so as to:

1. Allow members of a governing body to conduct meetings electronically;
2. Provide continuity of County operations and business;
3. Balance ease of a voting members' access to and participation in orderly proceedings, especially where there are public safety concerns that pose impediments to physical attendance;
4. Comply with North Carolina's Open Meetings Laws, and any amendments thereto, in a manner consistent with the requirements, while allowing for the conduct of County business and operations through electronic means.

IV. Definitions

1. **Meeting** - a gathering of a majority of the governing body of a public body for the purpose of taking official action upon business.
2. **North Carolina Open Meeting's Law** - which is codified as Article 33C of the North Carolina General Statutes, Chapter 143, requiring that, with the exception of Closed Sessions, each official meeting of a public body shall be open to the public, and any person is entitled to attend such a meeting.

3. **Quorum** - A majority of the membership of the Board of Commissioners and any other Board or Commission that is subject to this policy constitutes a quorum. If a member who was present at the onset of the meeting has exited without being excused by majority vote of the remaining members present, he shall be counted as present for the purposes of determining whether a quorum is present.
4. **Official Action** - includes receiving information, deliberating, making recommendations, establishing policy, making decisions, and taking final action (i.e. voting).
5. **Public Body** - any elected or appointed authority, board, commission, or committee of the County that (i) is composed of two or more members and (ii) exercises or is authorized to exercise a legislative, policy-making, quasi-judicial, administrative, or advisory function. Public body does not include a meeting solely among the professional staff of a public body.
6. **Official meeting** - a meeting, assembly, or gathering together at any time or place or the simultaneous communication by conference telephone or other electronic means of a majority of the members of a public body for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting the public business within the jurisdiction, real or apparent, of the public body. However, a social meeting or other informal assembly or gathering together of the members of a public body does not constitute an official meeting unless called or held to evade the spirit and purposes of the North Carolina Open Meetings Law.
7. **Closed Session** – means a meeting from which the public is excluded pursuant to N.C. Gen. State 143-318.11, except persons that the governing body may admit as necessary to carry out its purpose.

V. Policy Provisions

1. **Meeting Notice:** All electronic meetings shall comply with North Carolina General Statute 153A-40, to wit:
 - a) **Regular Meetings** - the Board of Commissioners shall hold a regular meeting at least once a month, and may hold more frequent regular meetings.
 - b) **Special Meetings** - the chairman or a majority of the members of the Board may at any time call a special meeting of the Board of Commissioners by signing a written notice stating the time and place of the meeting and the subjects to be considered. The person or persons calling the meeting shall cause the notice to be delivered to the chairman and each other member of the Board or left at the usual dwelling place of each at least 48 hours before the meeting and shall cause a copy of the notice to be posted on the County's bulletin Board and website at least 48 hours before the meeting. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or those not present have signed a written waiver.

- c) **Emergency Called Meetings** - if a special meeting is called to deal with an emergency, the notice requirements of this subsection do not apply. However, the person or persons calling such a special meeting shall take reasonable action to inform the other members and the public of the meeting. Only business connected with the emergency may be discussed at a meeting called pursuant to this paragraph. In addition to the procedures set out in this subsection, a person or persons calling a special or emergency meeting of the Board of Commissioners shall comply with the notice requirements of Article 33B of General Statutes Chapter 143.
2. **Commencement of a Meeting:** A call-in telephone number along with access code will be emailed to Commissioners. At any electronic meeting, a quorum of the Board must be online via conference call or video for the meeting to be held. The Chairman will call roll to ensure a majority of the Board is present online. In the event a majority of the Board is not present, the meeting will be cancelled and rescheduled for another date.
 3. **Meeting Protocol:** All electronic meetings shall be conducted with and follow the same standard policies and procedures as an in-person meeting of the Board of Commissioners to the extent reasonably possible. All electronic meetings will be recorded and the recording will be attached to the online corresponding Board packet for the next meeting.
 4. **Roll Call Voting:** All votes of the Board shall be taken by roll call. During such a vote, each voting member will be called individually by name and requested to cast their vote aloud.
 5. **Public Comment:** Citizens wishing to provide public comments during electronic meetings may send comments to public.comments@watgov.org. Comments received by 5:00 PM the day prior to the official meeting date will be ~~read by the Chairman and~~ made a part of the official record. Board members and/or Commissioners will be given an opportunity to respond to comments submitted. Comments received after the 5:00 PM deadline will be ~~read at the next regularly scheduled meeting and~~ made a part of the official record ~~with the same opportunity to comment.~~ *of the next regularly scheduled Board meeting.*
 6. **Meeting Minutes:** Minutes of electronic meetings shall follow the normal format as in-person meetings.
 7. **Media Access:** Reasonable efforts will be made to ensure local media has access to the electronic meetings, including a call-in number and access code being provided to for access to meetings.

VI. Effective Period

This Policy shall become effect upon the Declaration of a State of Emergency by the Chairman or a majority of the Board and will remain in full force and effect until the expiration of the Declared State of Emergency.

AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Boards and Commissions

MANAGER'S COMMENTS:

Economic Development Commission

Mr. Walter Kaudelka's term on the Economic Development Commission (EDC) expires in June. There is a limit of two (2) consecutive terms. Mr. Kaudelka has served two full terms and, therefore, is ineligible for reappointment. Mr. Charlie Bateman has submitted a volunteer application for consideration to serve on this Board. This is a first reading.

Nursing Home Community Advisory Committee

Ms. Stevie John, Regional Ombudsman with High Country Council of Governments, has requested that Mr. Tim Racz be removed from the Nursing Home Community Advisory Committee. Recommendations for a replacement have not been received.

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: Charlie Bateman

Home Address: 208 Harrison Road

City: Boone Zip: 28607

Telephone: (H) 8289640684 (W) _____ (Fax) _____

Email: batemanch@appstate.edu

Place of Employment: Appalachian State - Small Business Technology Development Center

Job Title: Strategy, Growth, Sustainability Counselor

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 checked="" type="radio"/> Boone |

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

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

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

- | | | |
|---------------------------------------|--|---|
| Gender | Ethnic Background | |
| <input checked="" type="radio"/> Male | <input type="radio"/> African American | <input checked="" type="radio"/> Hispanic |
| <input type="radio"/> Female | <input type="radio"/> Caucasian | <input type="radio"/> Other |
| | <input type="radio"/> Native American | |

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

1. Economic Development Commission
- 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:

I have significant experience as a business community leader in Watauga County. I have worked as the Director of Revenue & Operations for High Country 365, growing that firm to nearly 10 employees while I was there.

I also worked with many small businesses to help them grow their business as a freelancer running my own digital marketing & creatives services firm.

For the past 3.5 years I worked as a sales executive then company director at ECRS, helping us to grow revenue and employees significantly during that time. I was responsible for working with businesses of all sizes all across the country: small mom and pops to multi-billion dollar organizations.

Volunteer
Experience:

I have volunteered with the following organizations:

theHeart Church - 7 years in children's and sound ministry

Quiet Givers - 5 years while my was starting the non-profit

Back 2 School Festival - worked as part of marketing council and day of volunteer for first 5 years of event.

High Country Beer Fest / Ivory Tower Science - have been involved as a hired vendor, board member, and advisory member for the past 8 years. Still actively involved with the festival and the philanthropic arm.

Other
Experience:

I am a technology focused professional with a track record of successfully leading organizations through growth. I am also active with a startup out of Austin Texas, so have knowledge of what early technology startups go through.

Other
Comments:

I am passionate about the High Country and actively want to recruit / build the best businesses in this region.

Signature:



Date:

6/3/20

Print Form

Reset Form



DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF AGING AND ADULT SERVICES
 OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN

**NOTIFICATION REQUESTING REMOVAL OF
 COMMUNITY ADVISORY COMMITTEE MEMBER(S)**

TO: Clerk/County Manager : Anita Fogle
FROM: Stevie John , Regional Ombudsman **Region: D**
Volunteer Name: Tim Racz
Date: 7/1/2020
County Committee Assignment: Adult Care Home X Nursing Home Joint
Date of Appointment: 5/21/2019

Reason for Request:

Volunteers are a vital part of the services that support older adults in your county. However, the volunteer indicated above has been de-designated by the Office of the State Long-Term Care Ombudsman and is no longer eligible for continued service for the following reason:

 Conflict of Interest

1. G.S. 131 E-128 (f) Nursing Home
2. G.S. 131 D-31 (g) Adult Care Home
3. 45 CFR §1324.21

 Failure to attend required on-going training or complete required orientation and training.

1. G.S. 131 E- 128 (g) Nursing Home
2. G.S. 131 D- 31 (h) Adult Care Home

Dates offered: _____

 3 Other (Non-attendance at quarterly meetings and facility visits)

1. As determined by the Long-Term Care Ombudsman Program Policies and Procedures
2. As determined by the committee by-laws
3. As determined by resignation of the member
4. As determined by removal of designation by the Office of the State Long-Term Care Ombudsman
5. Expiration of term
6. Committee member is deceased

This is an official notification to the Board of Commissioners to remove named individual from service on the above-mentioned committee (HB 248, July 2017). Should you have any questions, please contact Stevie John , **Regional Ombudsman, 828-265-5434**. Thank you in advance for your prompt attention to this matter.

AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****E. Announcements*****MANAGER'S COMMENTS:**

The 113th North Carolina Association of County Commissioners (NCACC) Annual Conference will be held virtually. Conference registration includes all virtual sessions on August 5, 6, 14 and 15. Details for the conference are located at: <https://www.ncacc.org/809/2020-Annual-Conference> and registration information is at: <https://ncaccevents.org/events/ac2020/>. Anita will be glad to help you register if you wish to attend. There is no cost this year for County Officials and Staff.

AGENDA ITEM 12:

PUBLIC COMMENT

AGENDA ITEM 13:

BREAK

AGENDA ITEM 14:

CLOSED SESSION

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