

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

**TUESDAY, JULY 23, 2019
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 18, 2019, Regular Meeting June 18, 2019, Closed Session		1
	3	APPROVAL OF THE JULY 23, 2019 AGENDA		13
5:35	4	SHERIFF'S OFFICE MATTERS	MAJOR REDMON	
		A. REQUEST FOR DECLARATION OF SURPLUS AND SALE – WCSO K-9		15
		B. REQUEST TO PURCHASE TWO NEW AFIS FINGERPRINT STATIONS		19
5:40	5	PROPOSED CAMERA AND ACCESS CONTROL FOR THE COMMUNITY RECREATION CENTER	MR. DREW EGGERS	31
5:45	6	STATE TRANSPORTATION IMPROVEMENT PLAN (STIP)	MR. JOE FURMAN	35
5:50	7	PROPOSED WORK FIRST COUNTY PLAN FOR 2019-2021	MR. TOM HUGHES	41
5:55	8	PROPOSED COURTROOM #2 RENOVATION PROPOSAL	MR. ROBERT MARSH	95
6:00	9	TAX MATTERS	MR. LARRY WARREN	
		A. Monthly Collections Report		103
		B. Refunds & Releases		105
		C. Annual Settlement of Tax Collector		109
		D. Oath to Collect Taxes		161
6:05	10	BUDGET AMENDMENTS	MS. MISTY WATSON	163
6:10	11	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Proposed License Agreement Renewal - American Red Cross		165
		B. Proposed Renewal of ASU Greenhouse Lease		177
		C. Proposed Proclamation Honoring Merle Watson		189
		D. Appointment of the North Carolina Association of County Commissioners' (NCACC) Annual Conference Voting Delegate		191
		E. Announcements		193
6:15	12	PUBLIC COMMENT		194
7:15	13	BREAK		194
7:20	14	CLOSED SESSION		194
		Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i)		
7:30	15	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

June 18, 2019, Regular Meeting

June 18, 2019, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JUNE 18, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 18, 2019, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

Chairman Welch called the meeting to order at 5:32 P.M.

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

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the June 4, 2019, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the June 4, 2019, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the June 4, 2019, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the June 18, 2019, agenda.

County Manager Geouque requested to add an appointment to the Caldwell Community College Board of Trustees.

Commissioner Turnbow requested to add Ms. Crystal Kelly to the agenda to give an update on the Pritzker Children’s Initiative (PCI).

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the June 18, 2019, agenda as amended.

VOTE: Aye-5
Nay-0

W.A.M.Y. COMMUNITY ACTION, INC., MATTERS

A. Update Report

Ms. Melissa Soto, Director of W.A.M.Y Community Action, Inc., shared an update on recent activities of the organization. Ms. Soto shared that W.A.M.Y. is helping citizens with the following needs: childcare (availability and affordability), employment & education (higher paying positions), housing (affordable and standard), transportation (outside of city limits), and senior services (for those who don’t qualify for services). The report was given for information only and, therefore, no action was required.

B. Letter of Support Request for A Housing Preservation Grant Application

Ms. Soto stated that W.A.M.Y Community Action, Inc. is applying for a Housing Preservation Grant to allow for repairs and rehabilitation on very low-income family homes. W.A.M.Y. has successfully utilized this grant for the last two years by working on thirteen homes. Ms. Soto stated that they would like to reapply for the grant and, if awarded, planned to provide this service to fifteen homes of low income citizens. Currently, they use the Housing Preservation grant to do repair work on homes, such as roofs, plumbing and electrical repairs, or mold removal. Once repairs are done W.A.M.Y. also follows up with weatherization of the homes.

As part of the grant application, W.A.M.Y must demonstrate the support of County officials for this type of work and show this is not a duplication of another program operated by the County. Ms. Soto presented a proposed letter of support requiring the Board of County Commissioners’ Chairman’s signature. The application is due July 8. Ms. Soto stated that there was no match required.

Commissioner Wallin, seconded by Commissioner Yates, moved to support W.A.M.Y.’s grant application and approve the support letter for signature of the Chairman.

VOTE: Aye-5
Nay-0

COOPERATIVE EXTENSION UPDATE

Mr. Richard Boylan, Area Specialized Agent, Agriculture, with Cooperative Extension, shared an update on the following Cooperative Extension activities: recent developments in local hemp production and regulations; recent educational outreach to farmers via the NCA&T AgriShop,

the Big Dreams, Small Farms Workshop, and similar Extension classes; progress by Watauga growers on their AgOptions grant projects; and an Innovative IPM Grant proposal secured by Extension for growers in Watauga, Ashe, and Avery Counties. The report was for information only and, therefore, no action was required.

ROCKY KNOB PARK'S RECREATION TRAILS PROGRAM GRANT APPLICATION REQUEST

Mr. Kristian Jackson, Rocky Knob Trail Boss, requested permission to proceed with an application for the Recreational Trails Program (RTP) Grant. Mr. Jackson stated that the project scored highly during the pre-application process and has met the environmental review. The Tourism Development Authority (TDA) agreed to provide the twenty-five percent (25%) match of the requested \$100,000, if funded. Mr. Jackson stated that a public hearing was not required since the request was presented at a public meeting.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to authorize the submission of the grant with the matching funds to be provided by the Watauga County Tourism Development Authority (TDA).

VOTE: Aye-5
Nay-0

APPALCART MATTERS

A. Proposed Transportation Contracts

Mr. Craig Hughes, AppalCART Director, presented the contracts for transportation services for the Project on Aging and Social Services Departments for FY 2020. The proposed rates for the Project on Aging, Department of Social Services, and other county functions are \$2.28 per direct mile. The \$1.45 rate had previously been the same for the last four (4) years. Mr. Hughes stated that, in 2018, AppalCART billed using service miles. In 2019, the County, the Human Service Agencies, and AppalCART agreed to change to direct miles and try the rate of \$1.45 per direct mile. Medicaid will only reimburse for direct miles. As FY 2019 progressed, staff realized that AppalCART was not billing Medicaid for as many miles as previous years due to the change in mileage calculation causing the billing to be substantially below budgeted amounts and previous years' totals. Mr. Hughes explained that AppalCART was using a rate that covers the cost of providing the service and has calculated the \$2.28 per direct mile rate to be comparable to the \$1.45 per service mile rate from FY 2018. Mr. Hughes stated that as of April 15, 2019, AppalCART has driven an estimated 213,464 service miles and totaled 135,802 direct miles.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve contracts with AppalCART for the Department of Social Services, Watauga County, and the Project on Aging as presented by Mr. Craig Hughes.

VOTE: Aye-5
Nay-0

B. Proposed Project on Aging Meal Delivery Contracts

Mr. Hughes presented a contract at the rate of \$1.45 per direct mile for the delivery of meals for the Project on Aging. Mr. Hughes stated that this is one of the rare instances that direct miles and service miles are about the same. Thus, the rate of \$1.45 per mile as opposed to the \$2.28 rate proposed in the contracts just adopted.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the meal delivery contract for Project on Aging at a rate of \$1.45 per mile.

VOTE: Aye-5
Nay-0

REQUEST TO ADD A STORAGE SHED AT THE MAIN LIBRARY FACILITY

Ms. Monica Caruso, Head Librarian, requested approval to locate a storage shed adjacent to the back parking area at the current library facility. Since the County is the landowner, Board approval is required. Ms. Caruso stated that she had a site plan developed by Ioncon and has spoken to Appalachian State University where a class of students will build the shed during as a one week project. Confirmation was still needed as to if the Appalachian State University Physical Plant would deliver the shed or she would need the County Maintenance Department to do so. Ms. Caruso stated that she has been in communication with Mr. Robert Marsh, Maintenance Director, in regards to the project. Commissioner Yates suggested making the shed 8 x 8 feet in place of 5 x 6 feet since the building materials come in 8 x 8 feet sheets. Ms. Caruso stated that most of the paperwork for Town of Boone permits has been filled out and the permit cost is expected to be \$200. County Manager Geouque suggested Ms. Caruso ask the Town of Boone to waive the permit fee since they do not contribute to the Library's budget. Ms. Caruso stated that funds are available in the Library budget to cover all costs.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the placement of a storage shed at the County owned Library site contingent upon Ms. Caruso working with Mr. Robert Marsh and County Manager Geouque to find a suitable site for the shed and contingent upon Ms. Caruso requesting the Town of Boone waive their permit fee for the shed.

VOTE: Aye-5
Nay-0

UPDATE ON THE PRITZKER CHILDREN'S INITIATIVE (PCI)

Ms. Crystal Kelly gave an update on the Pritzker Children's Initiative. Leveraged funds will be used to assist community stakeholders in providing high quality childcare as well as develop a system wide approach starting at birth through Family Connects where a nurse is available to all families for the first three months of a child's life which will provide a referral system and safety net for all children. Blue Cross and Blue Shield is providing \$60,000 to train nurses in Watauga County through a partnership with Watauga Medical Center and App Health Care.

Ms. Kelly also shared information on the National Collaborative for Infants and Toddlers (NCIT) all-day peer learning exchange in Las Vegas, Nevada, on Thursday, July 11, 2019. This is an in-person, collaborative learning opportunity for the eight-county cohort, including Watauga County, who are supporting projects through the NCIT to convene as they implement their local prenatal-to-three initiatives and impact the healthy development of infants and toddlers. Ms. Kelly requested a Commissioner or Commissioner-elect attend the meeting on behalf of Watauga County. The National Association of Counties (NACo) will cover the travel, lodging and meal expenses for one county official and the project's primary point of contact. In order to maintain equity, counties may choose to invite an optional third community representative; however, NACo cannot cover the travel, accommodation or meal expenses for that optional participant.

Vice-Chairman Kennedy stated that he would like to attend but would have to check his availability prior to committing. By request of the Commissioners, County Manager Geouque stated that he would consider attending if the Vice-Chairman wasn't available.

REQUEST FOR EXTENSION OF MOWING AND WEEKEND CUSTODIAL CONTRACTS

Mr. Robert Marsh, Maintenance Director, presented a proposed contract extension for two years with a three percent increase in costs for Estate Maintenance mowing and weekend janitorial services. The current rates are \$80,850 for mowing and \$27,455 for weekend janitorial services. The overall increase in total amounts will be reduced; however, due to the deletion of several properties being serviced. The new rates, with the increase included, is \$80,708.74 for mowing and \$28,278.65 for weekend janitorial services. Mr. Marsh stated that adequate funds are available in the Maintenance Department's Fiscal Year 2020 budget.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the two year contract extension with the three percent (3%) increase in costs for Estate Maintenance with the annual rates of \$80,708.74 for mowing and \$28,278.65 for weekend janitorial services.

VOTE: Aye-5
Nay-0

DISCUSSION OF STATE TRANSPORTATION IMPROVEMENT PLAN (STIP)

Mr. Joe Furman, Planning and Inspections Director, stated that the 2020-2029 State Transportation Improvement Program (STIP) has been being formulated and was scheduled for adoption in August 2019. The 2022-2031 STIP is also currently being worked on. Mr. Furman presented a revision of a memo that was sent to the Board in March with updated information that will require action at the July 2019 Board meeting. Mr. Furman provided the information early so that the Board will have time to consider options. Watauga County has been asked to submit four (4) new road and/or public transportation projects, plus greenway projects if the Board is so inclined. Mr. Furman stated that AppalCART also had substantial capital needs. Mr. Furman stated that the Town of Boone was to choose one project and the County needed to choose four projects in addition to the Town's choice. Mr. Furman stated that previous projects were carried over and not required to be resubmitted. The report was given for information only with action to be requested at the July meeting.

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of May 2019. 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 2019 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 2019 as presented.

VOTE: Aye-5
Nay-0

BUDGET AMENDMENTS

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

Account #	Description	Debit	Credit
663740-350000	Solid Waste Tipping Fees		\$300,000
663991-399100	Fund Balance Appropriated		\$100,000
667420-469568	Contracted Services – Waste Hauling	\$380,000	
667420-469569	NC Solid Waste Surcharge	\$20,000	

The amendment recognized additional projected solid waste tipping fees and contracted services-waste hauling above original budget.

104283-457006	Middle Fork Greenway	\$50,000	
103980-398121	Transfer from Capital Projects Fund		\$50,000
219800-498010	Transfer to General Fund	\$50,000	
213991-399101	Appropriated fund balance		\$50,000

The amendment allocated funds for the Middle Fork Greenway project from CIP set aside funds for projects as requested by the Economic Development Commission as approved at the June 4, 2019, Board meeting.

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

The amendment allocated funds to be utilized by the Appalachian Theatre for furniture, fixtures, and equipment from the CIP set aside funds for projects as requested by the Economic Development Commission as approved at the February 5, 2019, Board meeting.

104199-499100	Administrative Contingency		\$137,000
104283-457001	Capital Outlay – Land Improvements	\$137,000	

The amendment allocated funds to be used for the replacement of the turf at one soccer field at the Ted Mackorell Soccer Complex as approved at the May 7, 2019, Board meeting.

Commissioner Yates, seconded by Commissioner Wallin, moved to approve the budget amendments as presented by Ms. Watson.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Frontier Natural Gas Agreement

County Manager Geouque stated that at a previous Board meeting, staff discussed the option to run natural gas to the County's detention center. The total cost to run the line is approximately \$19,000 of which Frontier will provide a zero interest loan for thirty-six (36) months to cover the cost. Annual cost savings, once using natural gas, is anticipated to be \$4,660.88. The County Manager stated that adequate funds were allocated in the FY 2019-2020 budget for the project.

Commissioner Turnbow, seconded by Commissioner Yates, moved to authorize the commercial agreement with Frontier Natural gas, the \$19,000 zero interest loan and the process of running the new line to the detention center.

VOTE: Aye-5
Nay-0

B. North Carolina Music Hall of Fame & Museum (NCMHOF) Request

County Manager Geouque stated that the North Carolina Music Hall of Fame & Museum (NCMHOF) is hosting the 11th Annual Red Carpet Induction Ceremony on October 17, 2019, from the Gem Theatre in Kannapolis, NC. The NCMHOF is a 501(c)3 non-profit organization that, each year in October, celebrates a brand new class of inductees. This year they are inducting Elizabeth Cotten, Merle Watson, Mitch Easter, Big Daddy Kane, and 9th Wonder into the NCMHOF.

Mr. Geouque stated that the NCMHOF are reaching out to each city, or in this case the County, that the inductees are from to request their participation and representation for this statewide honor. Induction into the State's Hall of Fame is a major milestone in the career of a music industry professional. Since Deep Gap is considered an unincorporated community they are requesting the County to participate with the NCMHOF and its inductee.

The County Manager stated that the NCMHOF is requesting the County participate in the following: provide a proclamation in honor of Mr. Watson's induction to be presented at the Induction Ceremony; become a sponsor of our Induction Ceremony event at the \$1,000 or \$5,000 level; help promote the Induction of Mr. Watson who is a native of Watauga County (via website/social media); and provide an official statement to be used in their promotions.

The NCMHOF has partnered with "Come Hear North Carolina" and the NC Department of Natural and Cultural Resources this year due to Governor Roy Cooper's declaration of 2019 becoming the "Year of Music." The Ceremony will be filmed by the NC Department of Natural and Cultural Resources for livestream and promotions will coincide with the campaign Come Hear North Carolina.

County Manager Geouque stated that he had spoken with Mr. Wright Tilley, Watauga County Tourism Development Authority (TDA), who stated that the TDA may be interested in funding the sponsorship fees. The County Manager will prepare a proclamation.

C. Boards and Commissions

County Manager Geouque presented the following for consideration:

Caldwell Community College & Technical Institute (CCC&TI) Board of Trustees

Mr. Billy Ralph Winkler's term on the CCC&TI Board of Trustees expires on June 30, 2019. Dr. Mark Poarch, President of CCC&TI, had stated, via email, that Mr. Winkler has been an extremely valuable member who currently serves as a member of the Board's Building and Grounds Committee and Policy and Legislative Committee. Dr. Poarch had also stated that Mr. Winkler always demonstrates an unwavering commitment to the Board, the College, and students through his faithful attendance at Board meetings and College functions and is a true champion of education and works tirelessly to create opportunities that will improve the lives of Watauga County students. Dr. Poarch stated that Mr. Winkler was excited about the possibility of being reappointed to the CCC&TI Board of Trustees for an additional term.

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second reading and reappoint Mr. Billy Ralph Winkler to the Caldwell Community College and Technical Institute Board of Trustees with his term to expire in 2023.

VOTE: Aye-5
Nay-0

Social Services Board

Ms. Dawn Ward's term on the Social Services Advisory Board is set to expire in August. Ms. Ward is willing to continue to serve an additional four-year term if so reappointed.

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second reading and reappoint Ms. Dawn Ward to the Social Services Advisory Board with her term to expire in 2023.

VOTE: Aye-5
Nay-0

D. Announcements

County Manager Geouque announced the following:

- The Boone Area Sports Commission will be hosting a Professional USL 2 Soccer Match at the Ted Mackorell Soccer Complex on Tuesday, July 9, 2019, 5:30 pm.

- The 112th NCACC Annual Conference will be held August 22-24, 2019, in Guilford County. Visit <http://www.ncacc.org/775/2019-Annual-Conference> for full information.
- Dr. Michelle Osborne, NC Department of Insurance Chief Deputy, will hold a Town Hall Meeting as a part of the Department's disaster response and recovery initiative on July 10, 2019, at 7:00 P.M. in the Watauga High School Auditorium.

The meeting will hold discussion on the following:

- ❖ What to do before, during and after a disaster so that residents' properties are protected and/or covered in the event of storm damage.
 - ❖ The importance of flood insurance so that residents can alleviate the suffering from extreme property loss due to flooding like that which was experienced last year. Standard homeowners' insurance policies do not cover flood damage. It is important that everyone carries adequate insurance in order to recover after a disaster, and it is important for citizens to know that they have options regarding coverage.
 - ❖ The NCDOI's vast functions and provide contact information in the event of any claim question.
 - ❖ The Town Hall Meeting will also address concerns about denied health insurance claims and give information about the Department's SHIP program that assists people with Medicare questions.
- Chairman Welch announced that the North Carolina Department of Transportation and the Blue Star Mothers of the High Country NC10 will hold a Dedication Ceremony for the Sgt. Dillon C. Baldrige Bridge on Thursday, June 20, 2019, at 1:00 P.M. at the new bridge located at Highways US-221 & US-421.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 6:40 P.M., Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to resume the open meeting at 8:06 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Turnbow, seconded by Commissioner Wallin, moved to adjourn the meeting at 8:06 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

Blank Page

AGENDA ITEM 3:

APPROVAL OF THE JULY 23, 2019, AGENDA

Blank Page

AGENDA ITEM 4:**SHERIFF'S OFFICE MATTERS*****A. Request for Declaration of Surplus and Sale – WCSO K-9*****MANAGER'S COMMENTS:**

Major Redmon will request to declare "Tanner," a K-9 police dog as surplus and sold to its handler, Lt. Wes Hawkins. Major Redmon has indicated that Tanner has bone cancer in his right hind leg and must be retired for use by the Sheriff's Office. General Statutes allow for the dog to be sold for a negotiated price by order of the Board of Commissioners. In order for staff to carry out the order, the Board must adopt a resolution and advertise the sale for ten days prior to the sale. Major Redmon requests that the dog be declared surplus and sold for a fee of \$1.00 to its handler, Lt. Wes Hawkins. Since the K-9 has been trained for duty, it would be best for an experienced handler to have ownership.

Board action is required to declare Tanner surplus and adopt the resolution and advertise the sale for ten days prior to the sale. Upon completion of the ten day notice, Tanner will be presented to Lt. Wes Hawkins who will bare all future expenses related to the medical, care and housing of Tanner.



WATAUGA COUNTY SHERIFF'S OFFICE

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

LEN D. HAGAMAN, JR.
 SHERIFF

06/26/2019

To: Deron Geouque- Watauga County Manager

From: Major Kelly Redmon

Ref: Retirement of Law Enforcement K-9 "Tanner"



Watauga County Sheriff's Office request that K-9 "Tanner" be retired from law enforcement service effective July 2, 2019. K9 Tanner has been a part of the Watauga County Sheriff's Office since 2012 after being rescued from the Humane Society.

During his service he detected numerous drugs, paraphernalia and has successfully tracked wanted persons, and lost individuals.

Unfortunately, Tanner's retirement comes early due to his diagnosis of Osteosarcoma (bone cancer) in his right hind leg.

Watauga County Sheriff's Office also request that Tanner's handler and partner; Lt Wes Hawkins, be allowed to purchase Tanner from Watauga County for \$1.00 and be allowed to care for him for his remaining days.

STATE OF NORTH CAROLINA

DRAFT

COUNTY OF WATAUGA

**Resolution Authorizing the Sale of Personal Property
Worth Less Than \$30,000 (G.S. 160A-266; 267)**

WHEREAS, Watauga County owns certain items of personal property that have become surplus for its current needs; and

WHEREAS, the Watauga County Sheriff's Office has a K-9 named Tanner that has reached the age and work life for a law enforcement K-9, and has not been in service since July 2, 2019 after a diagnosis of Osteosarcoma; and

WHEREAS, North Carolina General Statute § 160A-266 permits the county to sell such property by private sale, upon authorization by the Board of Commissioners at a regular meeting and notice to the public; and

WHEREAS, the Watauga County Board of Commissioners is convened in a regular meeting.

NOW, THEREFORE, BE IT RESOLVED by the Watauga County Board of Commissioners that:

1. The Board of Commissioners authorizes the County Manager to sell by private sale this K-9 "Tanner" according to the North Carolina General Statute 160A-266, and make this K-9 available to Lieutenant Wes Hawkins, who will be responsible for all further medical and housing expenses once K-9 "Tanner" is retired.
2. The Clerk to the Board of Commissioners shall publish a notice summarizing this resolution, and no sale may be executed pursuant to this resolution until at least 10 days after the day the notice is published.

ADOPTED this the 23rd day of July, 2019.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

Blank Page

AGENDA ITEM 4:**SHERIFF'S OFFICE MATTERS*****B. Request to Purchase Two New AFIS Fingerprint Stations*****MANAGER'S COMMENTS:**

Major Redmon will request the Board approve the purchase of two (2) new Automated Fingerprint Identification System (AFIS) stations. Each station costs \$20,875. Adequate funds are included in the Sheriff's Office budget to cover the expense.

Board approval is required to the purchase the two new AFIS stations at a total cost of \$41,750.



WATAUGA COUNTY SHERIFF'S OFFICE

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

LEN D. HAGAMAN, JR.
SHERIFF

03/26/2019

To: Deron Geouque- Watauga County Manager

From: Major Kelly Redmon

Ref: Request to purchase (2) new AFIS fingerprint stations

The Watauga County Sheriff's Office request approval to purchase from IDEMIA; two (2) LiveScan fingerprinting stations to replace 2 old stations that are becoming obsolete. The LiveScan fingerprinting stations collect fingerprints digitally and then electronically transmit them to state and federal law enforcement systems. The two stations at WCSO are used multiple times daily for fingerprinting arrestees; as well as applicants for gun permits, IT applications, tax processing, employment, adoptions, and miscellaneous others. The request is for two (2) because of security. One is located in the administrative offices used for applicants (a non-secure area). The other is utilized for criminal fingerprints for arrestees inside of the detention center. Regardless of the arresting agency all fingerprinting is done at the Watauga Detention Center. Applicants cannot be taken into the detention center for fingerprinting nor can the arrestees be brought out of the detention center for fingerprints.

There are funds in the FY 2019-20 Sheriff's budget for these pieces of equipment.

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

Department Sheriff's Office Date 02/27/19

Description Of Item Requested

Two (2) IDEMIA livescan fingerprinting stations. Digital image capturing of fingerprints. Complies with NCDPS AFIS, FBI ISFIS/NGI and ANSI/NIST imaging standards. Includes on site installation and 1 year on site warranty for each machine.

Is This Item A Replacement?

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

These are replacements for the two (2) current fingerprint stations that are operating currently. Replacement is needed because the software and hardware will be obsolete and will not conform to state and federal standards.

Justification For Request

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

The livescan fingerprinting stations collect fingerprints digitally and then electronically transmit them to state and federal law enforcement systems. The machines at WCSO are used multiple times daily for fingerprinting arrestees; as well as applicants for gun permits, IT applications, tax processing, employment, adoptions, and miscellaneous others. The request is for two (2) because of security. One is located in the administrative offices used for applicants (a non secure area). The other is utilized for criminal fingerprints for arrestees inside of the detention center. Regardless of the arresting agency all fingerprinting is done at the Watauga Detention Center. Applicants cannot be taken into the detention center for fingerprinting nor can the arrestees be brought out of the detention center for fingerprints.

Cost Information

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

Description	Quantity	Unit Cost	Total Amount
Livescan fingerprinting stations	2	20,875.00	41,750.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
TOTAL COST TO BE CONSIDERED			41,750.00

Below Reserved For Finance Use Only

Included In Recommended Budget? Yes No

Included In Adopted Budget? Yes No

Budget Line	Recommended Amount
104310-451000	42,000.00

Budget Line	Approved Amount
104310-451000	42,000.00



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

June 24, 2019

Major Kelly Redmon
Watauga County Sheriff's Office
184 Hodges Gap Road
Boone, NC 28607
Email: Kelly.Redmon@watgov.org

Reference No. IDNC-L100418-02C

IDEMIA is pleased to provide Watauga County Sheriff's Office with the following proposal for a IDEMIA LiveScan Station equipped with standard North Carolina Department of Public Safety (NC-DPS) Criminal and Applicant profiles for connectivity directly to the NC-DPS AFIS Database.

IDEMIA's fully integrated LiveScan solution provides Watauga County Sheriff's Office the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls (*Criminal processing*)
- ◆ Mug Photo Capture (*Criminal processing*)
- ◆ Full compliance with NC-DPS AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All livescan configurations include on-site installation, training, and 1 year on-site warranty



IDEMIA has been the sole provider of the AFIS System in place at the North Carolina Department of Public Safety since 1987. IDEMIA is the only vendor who can deliver a Livescan system that is 100% compatible with the NC-DPS system. In fact, IDEMIA Livescan systems use the same AFIS quality checking algorithms to ensure Watauga County Sheriff's Office can submit the highest-quality prints to NC-DPS.

Figure 1 shows a map of the state of North Carolina with IDEMIA LiveScan installations.

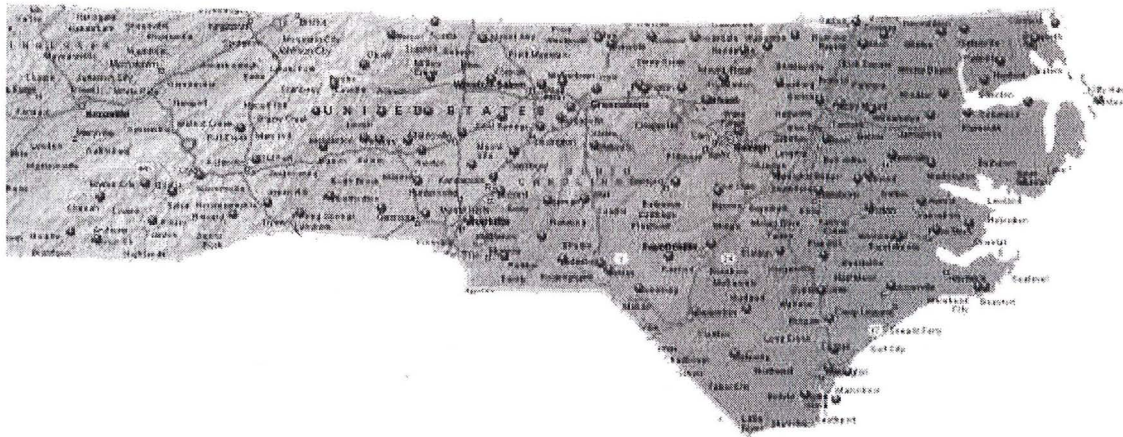


Figure 1 MorphoTrak LiveScan Stations installed in North Carolina

IDEMIA's *In-State Support Organization* is dedicated solely to the support of North Carolina customers. IDEMIA's approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

Note: per North Carolina DPS, Livescans being used for criminal submission require Palmprint capture and Mugshot capture.

Tenprint/Palmprint Capture - Table 1

****NEW PACKAGED OFFERING**** Tenprint/Palmprint Capture – Cabinet Table 1. Pricing and Maintenance

Description	Qty	Unit Price	Total
IDEMIA LiveScan Station Cabinet Tenprint/Palmprint, including: <ul style="list-style-type: none"> ◆ IDEMIA LiveScan Station Software ◆ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ◆ Computer, Touch screen monitor, keyboard ◆ Ruggedized Cabinet fixed-height with foot pedal for hands free advancement ◆ Mugshot Capture Kit (camera, software, mounting hardware) ◆ Signature Capture Pad ◆ Printer Black & White Tenprint Card Printer, Duplexer, +1 additional Tray ◆ Standard NC-DPS criminal and civil profiles and workflows ◆ UPS ◆ North Carolina DPS Encryption Device ◆ On-site Installation and Training 	2	\$20,875	\$41,750

Description	Qty	Unit Price	Total
<ul style="list-style-type: none"> ♦ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ♦ Freight 			
Annual Maintenance (to start after 1 Year Warranty) On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	2	\$3,000	\$6,000

Current standard shipping is 90+ days after receipt of order, or as otherwise scheduled.

Customer Responsibilities

Watauga County Sheriff's Office is responsible for the following:

- ♦ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ♦ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ♦ Obtaining all required authorizations for connecting to the NC-DPS AFIS Database.

IDEMIA's Standard Warranty and Maintenance support includes remote dial in AND on-site support services.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ♦ With the exception of the State AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- ♦ An inter-agency agreement between NC-DPS and Watauga County Sheriff's Office will be in place.
- ♦ Watauga County Sheriff's Office will provide all necessary communication to connect to NC-DPS. This includes, but is not limited to hubs, routers, modems, etc.
- ♦ On-site installation services will be scheduled after network connectivity to NC-DPS has been established and verified.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Watauga County Sheriff's Office's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will makes its best effort to provide a suitable replacement.

Proposal Expiration: October 31, 2019

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall
 IDEMIA
 5515 East La Palma Avenue, Suite 100
 Anaheim, CA 92807
 Email jayne.goodall@idemia.com | Tel: (714) 575-2956

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to be 'Michael Kato', written in a cursive style.

Michael Kato
Vice President of Public Security, State & Local Government - IDEMIA

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
1 Hour Telephone Response	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Up to 4 Hours On-site Response	Optional	Optional

*Customer local time

By signing this signature block below, Watauga County Sheriff's Office agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature

Name

Date

Total Purchase Price (including any Options): _____

Please provide Billing Address:

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____, ("Customer"), having a place of business at _____, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$_____, excluding applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this

Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____
Name _____
Title _____
Date _____

NAME ("CUSTOMER")

Signed _____
Name _____
Title _____
Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3 Warranty claims are described in the Primary Agreement.

6.4 The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as

applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

AGENDA ITEM 5:**PROPOSED CAMERA AND ACCESS CONTROL FOR THE COMMUNITY RECREATION CENTER****MANAGER'S COMMENTS:**

Mr. Drew Eggers, IT Director, will present bids for cameras and access controls for the new community recreation center. The current community recreation center budget includes funds for these purchases. Three proposals were received for the security camera system and two for the door access control system. Creekside Electric indicated interest in both proposals but no bids were submitted.

Staff would recommend the Board approve both bids submitted by the lowest responsive bidder Freedom Electric for cameras and access controls in the amount of \$25,099 and \$20,499, respectively.



WATAUGA COUNTY Information Technologies

*Courthouse, Suite 4 • 842 West King Street • Boone, North Carolina 28607 • Phone (828) 265-8015
 FAX (828) 265-8076
 TDD 1-800-735-2962
 Voice 1-800-735-8262*

MEMORANDUM

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

FROM: Drew Eggers, Information Technologies Director

SUBJECT: Camera and Access Control Proposals for Recreation Center

DATE: July 2, 2019

We have requested proposals for a security camera system and a door access control system for the new Recreation Center.

Our requirements for the security camera system were thirty-nine high definition, infrared (IR), network (IP) cameras on a system that is expandable with storage to cover at least one month of history.

Our requirements for the door access control system were fourteen doors that can be remotely programmed via a centralized system. The system would need to have the ability to add many users with many different access level groups. This door system should also have capacity to add more doors in the future.

Freedom ElecTech, Inc., a company located in Boone, had the lowest price for both proposals and met our requirements.

We received three proposals for the security camera system. I am requesting approval to accept the proposal from Freedom ElecTech, Inc. Their proposal for the camera system has a total cost of **\$25,099**. This price is valid until August 15th, 2019.

We received two proposals for the door access control system. I am requesting approval to accept the proposal from Freedom ElecTech, Inc for this as well. Their proposal for the access control system has a total cost of **\$20,499**. This price is valid until August 15th, 2019.

Proposals were requested from Creekside Electric. They indicated they would participate, but the proposals were not received by the due date.

Thank you for your consideration of this request.



TO: Drew Eggers
 Watauga County Information Technologies
 842 West King Street, Suite 4
 Boone, NC 28607

Subject: Watauga County Parks and Rec

Reference: Access Control System Estimate

Drew,

We are pleased to provide an estimate for the above project for the sum of \$20,499.00 (Twenty Thousand Four Hundred Ninety-Nine Dollars and No Cents). Pricing was updated on June 27, 2019 and is valid through August 15, 2019.

NOTE: This price is based on the information given on 5/21 and the drawings that were sent at that time.

Our estimate includes the following:

1. Material and labor for complete project as specified in the drawing.
2. Per drawings marked by Watauga Co. as to locations and quantity of secured doors requested
3. Control panels, Card Readers and wiring for 12 Doors on the first floor and 2 doors on the second.
4. Card readers will read existing proximity cards allowing to continue to use the same credentials
5. We will pull required wiring in established paths to requested doors (pathway to be established by others)
6. We have allowed for wire to connect the control system to the Fire Alarm Control Panel (conduit to be installed by others)
7. Control panels communicate over local network and can be accessed remotely
8. Control panel system is expandable for future locations
9. 4 (Four) hours training time on system use
10. 1 (One) year warranty on installation of equipment provided in this proposal

Our estimate excludes the following:

1. Overtime.
2. Painting and patching.
3. Patch panels in network rack
4. Door Hardware (Strikes, Mag Locks, Controlled Push bars) More information is needed regarding each door to be secured to determine what style hardware is needed.
5. Any conduit required for wire (to be provided by others)
6. Wire pathway hardware (J-hooks, cable tray or others to be established by others)
7. Magnetic Door Hold open hardware for Fire Door marked in Green on drawings (this is to be released by fire alarm system)



TO: Drew Eggers
 Watauga County Information Technologies
 842 West King Street, Suite 4
 Boone, NC 28607

Subject: Watauga County Parks and Rec

Reference: Camera System Estimate

Drew,

We are pleased to provide an estimate for the above project for the sum of \$25,099.00 (Twenty-Five Thousand Ninety-Nine Dollars and No Cents). Pricing was updated on June 27, 2019 and is valid through August 15, 2019.

NOTE: This price is based on the information given on 5/21 and the drawing that were sent at that time.

Our estimate includes the following:

1. Material and labor for complete project as specified in the drawing.
2. Per drawings marked by Watauga Co. as to locations and quantity of cameras requested
3. We are providing 39 (Thirty-Nine) cameras both Vandal Resistant domes and Bullet styles where appropriate to their placement and view desired.
4. Installation of the cameras and termination of the field end of the cat5e wire run to each camera
5. Managed POE Network switches to both power the cameras and connect them to the established network.
6. Network Video Recorder with two LAN ports to connect to network, support for up to 64 cameras and storage expansion
7. Software to view cameras on local network and remote, can support multiple recorders (local and remote)
8. 24TB of storage in recorder to provide the requested One month of video review (39 Cameras, 2 Mega Pixel, 14 Frames per Second, h.264 compression, 30 days = 23.6TB)
9. 4 (Four) hours of training time on software and camera system
10. 10-year manufacture warranty on cameras and recorder 3-year warranty on hard drives
11. 1-year warranty on installation of equipment

Our estimate excludes the following:

1. Overtime.
2. Painting and patching.
3. All wiring to cameras from IT Closet area. (This is to be provided by owner. Each IT closet could support up to 24 cameras or all wires could be run to a single closet to support all cameras)
4. Patch panels in network rack
5. Cameras not listed on the drawings
6. Setting up local network to establish a VLAN for cameras and switches or other method to separate equipment on network

AGENDA ITEM 6:**STATE TRANSPORTATION IMPROVEMENT PLAN (STIP)****MANAGER'S COMMENTS:**

Mr. Joe Furman, Planning and Inspections Director, will discuss with the Board the 2022-2031 State Transportation Improvement Program (STIP) projects. The County will be asked to submit four (4) new road and/or public transportation projects, plus greenway projects if the Board so chooses.

Mr. Furman is recommending three (3) road projects:

1. 105 Bypass
2. NC Hwy 105 from the end of the funded project at Old Shulls Mill Road to the existing climbing lanes that begin at JH Mclean Road.
3. NC Hwy 194 from Howard's Creek Road to Castle Ford Road.

At the present time, Mr. Furman does not have a fourth road project. Mr. Furman anticipates receiving project(s) from AppalCart as they were not available during the preparation of this packet. Mr. Furman further recommends the resubmittal of Section 5 of the Middle Fork Greenway and potentially another section as well.

Mr. Furman will discuss his recommendations with the Board and seek input from the Board on the fourth road project.



WATAUGA COUNTY

126 Poplar Grove Connector, Suite 201 Boone, NC 28607

Department of
Planning & Inspections

Phone (828) 265-8043
TTY 1-800-735-2962
Voice 1-800-735-8262
or 711
FAX (828) 265-8080

Memorandum

Date: July 9, 2019

To: County Manager, Board of Commissioners

From: Joe Furman

RE: State Transportation Improvement Program

This is a continuation of previous memos and discussions on the matter of submission of projects to the RPO for scoring for the State Transportation Improvement Program. Please refer to the previous materials. Since the June 18th Board meeting, some things have become clearer. First, the Boone Town Council chose to submit NC Highway 194 from King Street to Howard's Creek Road for their road project, and extension of the greenway from Casey Lane to US Highway 421 as their bike/pedestrian project. I also met once more with David Graham of the RPO and Rob Weisz of NCDOT to continue to study some of the projects. As a result of the two actions above, I recommend the following three road projects.

- 105 Bypass (NCSR 1107): widen to 3 lanes (center turn lane) with 5' paved shoulder which will accommodate bicycles.
- NC Hwy 105 from the end of the funded project at Old Shulls Mill Road to the existing climbing lanes that begin at J H Mclean Road: widen to 3 lanes (center turn lane) with 5' paved shoulder as above. A preliminary look on GIS at this type of improvement shows little if any impact on buildings in Foscoe, and would improve the traffic flow.
- NC Hwy 194 from Howard's Creek Road to Castle Ford Road: "Modernization", i.e. widen the existing lanes to 12' and add 4' paved shoulders which will accommodate bicycles.

The County may submit up to four road projects. I don't have a recommendation for a fourth, but will be glad to discuss with the Board any of the others mentioned in the previous correspondence for submission as a fourth project.

I expect to receive a project(s) from Appalcart in time for the July 23rd meeting. I recommend resubmitting Section 5 of the Middle Fork Greenway, and perhaps another section as well. I will have more information about that by the 23rd as well. Both transit and bike/ped projects require the County to commit to a local match; I expect Appalcart and Blue Ridge Conservancy respectively, to commit to provide the matching funds.



WATAUGA COUNTY

126 Poplar Grove Connector, Suite 201 Boone, NC 28607

Department of
Planning & Inspections

Phone (828) 265-8043
TTY 1-800-735-2962
Voice 1-800-735-8262
or 711
FAX (828) 265-8080

Memorandum

Date: **July 9, 2019 update**

To: County Manager, Board of Commissioners

From: Joe Furman

RE: State Transportation Improvement Program

The draft 2020-2029 State Transportation Improvement Program (STIP) is not yet adopted (will be this summer), but it is already time to begin thinking about the 2022-2031 STIP; the County will be asked to submit new projects in June, **actually July. Decisions can be made at July 16th meeting, and then submitted.** For purposes of the upcoming submittal, “new” means projects that have been previously submitted but were not included in the STIP, projects that are included in the STIP but are scheduled for the last 4 years of the STIP duration, as well as actual new projects. I am writing this memo now to give you the information early enough for you to have time to be thinking about projects before the County is officially asked to submit. The County will be asked to submit 4 new road and/or public transportation projects, plus greenway projects if desired. **Correction: up to 4 projects in EACH category.** The Town of Boone will be able to submit 1 new project **in each category**; previously the Town submitted the Daniel Boone Parkway, which made it into the STIP, but is included in the last 4 years. Therefore, it would need to be re-submitted by the Town or County; if not, it could be dropped from the next STIP. **Correction: carry-over, needs not be re-submitted.** I am not certain the Town will re-submit it as it seems the Council may want to consider submitting improvements, including sidewalks, to Hwy 194 beginning in Perkinsville. We will need to know what project the Town intends to submit prior to making our choices, one reason for the extra lead-time of this memo. **Council projected to decide June 18th or 20th.**

I recently met with Boone Planning Director Jane Shook, David Graham of the High Country RPO, and Rob Weisz, who is the NCDOT Division 11 Corridor Development Engineer to review projects. Mr. Weisz provided insight on how to improve our submittals, primarily by reducing some of the requested road cross sections. **Met again with Mr. Weisz and Town staff on June 13th.** Following is a review of the projects discussed, as well as a listing of projects included in the Comprehensive Transportation Plan not yet submitted. The projects are in no particular order.

- US Hwy 421, Vilas to Tennessee: Included in STIP, but not funded. **Carry over, no need to re-submit, but, perhaps reduce cross section to improve scoring.**

- Middle Fork Greenway, Section 5: submitted, but not included in STIP. **Requires commitment of 20% match.**
- NC Hwy 194, King Street to Howard's Creek Road: submitted, but not included in STIP. Perhaps reduce cross section from 4 lanes to 3 lanes plus sidewalks in at least a segment of the project. **Town of Boone may submit this.**
- 105 Bypass (NCSR 1107): submitted, but not included in STIP. Perhaps reduce cross section from 4 lanes to 3 lanes/**bike lanes**, with 2 left turn lanes at north end; include as eventual part of Daniel Boone Parkway, or stand-alone if Parkway not submitted and/or funded.
- Daniel Boone Parkway: included in STIP, but not funded. **Carry over, no need to re-submit unless changes desired.**
- NC Hwy 105, end of funded section near Clark's Creek Road to US Hwy 221 in Linville: included in STIP, but not funded, submitted by Division 11. Perhaps reduce cross section from 4 lanes to 3 lanes. Will Avery County support/submit? **Avery County is requesting extension of existing 3-lane/passing lanes to Tynecastle only, not extending to Linville. Leaves gap between end of widening from Boone to near Clark's Creek Road, which is 3 lanes from Broadstone Road bridge. Traffic counts drop off dramatically south of Broadstone Road and do not warrant 4-laning. If 3-laned through Foscoe, project purpose would be safety, not volume. Seven Devils would like improvements at intersection with Hwy 105, perhaps roundabout, but crash history does not warrant.**
- US Hwy 321, Fairway Drive to Payne Branch Road – safety improvements: not included in STIP, submitted by Division 11. Perhaps reduce project limits. **Division 11 likely to re-submit.**
- Bamboo/Deerfield Rd intersection (3-way stop sign): submitted, but not included in STIP due to low crash rate. Perhaps expand project limits (e.g. Wilson Ridge Road to Camp Rock Road) as “modernization” project
- US Hwy 421 South/Old 421 South intersection (light at Food Lion): submitted, but not included in STIP. Fog is the major safety issue; some safety improvements have been made. Only sure solution is grade-separated intersection. **DOT position is to “wait and see” if recent improvements have positive effect.**
- Appalcart has substantial capital needs. These can be submitted as a package as 1 of the 4 projects allotted to Watauga County. **Correction, the County can submit up to 4 projects in EACH of the categories. 10% local match required.**

The following projects are included in the Watauga County Comprehensive Transportation Plan, but are not included as yet on any ranking lists or submittals.

- Hardin Street & Blowing Rock Road: upgrade.
- US Hwy 321, Vilas to Avery County: upgrade to expressway with bike lanes
- US Hwy 321, Boone to Blowing Rock: upgrade to expressway with limited access
- East King Street, Hardin Street to NC Hwy 194: upgrade to 6 lanes: **complete**

- Bodenheimer Drive/Poplar Grove Road improvements: outlet for Bodenheimer Drive/ bypass curves on Poplar Grove Road
- Presnell School Road (NCSR 1125): second paved access to Beech Mountain
- Seven Devils Road (NCSR 1151): second paved access to Seven Devils

The Boone Town Council is considering these projects as new submittals:

Highway

- NC 194 from US 421 to Howards Creek Road – submit as two lane with center turn lane and bicycle and pedestrian accommodations to the Town limits
- River Street and Water Street Roundabout

Bicycle and Pedestrian

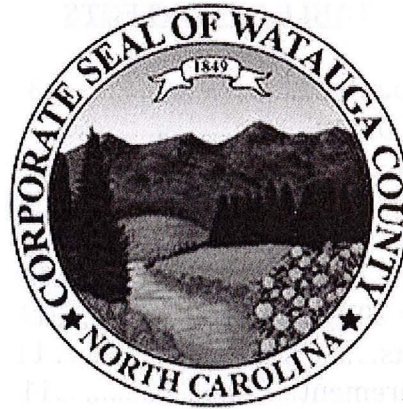
- Multi-use path along New River Hills from US 421 to Casey Lane
- Multi-use path on the Town owned Bolick Farm Property along the river frontage

Blank Page

AGENDA ITEM 7:**PROPOSED WORK FIRST COUNTY PLAN FOR 2019-2021****MANAGER'S COMMENTS:**

Mr. Tom Hughes, DSS Director, will present the County's Work First Plan for 2019-2021 and request adoption of the Plan prior to submittal to the State Office of Social Services. The DSS Advisory Board has already approved the plan.

Board action is required to adopt the County Work First Plan for 2019-2021.



**WORK FIRST
COUNTY PLAN
2019-2021**

**Tom Hughes, Director
Watauga County Department of Social Services
132 Poplar Grove Connector, Suite C
Boone, NC 28607
(828) 265-8100
FAX (828) 265-7638**

**Connie Denny, Work First Supervisor
Angie Cotton, Work First Case Manager**

TABLE OF CONTENTS

Vision Statement for Watauga County.....3
Current Conditions in Watauga County.....4
Performance Goals.....5
Administration.....8
Maintenance of Effort.....10
Emergency Assistance.....10
Services for Families at or below 200% of FPL.....11
Services to Non-Custodial Parents.....11
Exemption from the Work Requirement.....11
Second Party Reviews.....11
Certification.....12
Attachment A: Benefit Diversion Survey for 2019-2020.....13

WATAUGA COUNTY
2019-2021

Tom Hughes, Director
Watauga County Department of Social Services
132 Poplar Grove Connector, Suite C
Boone, NC 28607
(828) 265-4100
FAX (828) 265-7638

Connie Jones, Work First Supervisor
Angie Cotton, Work First Case Manager

VISION STATEMENT FOR WATAUGA COUNTY

“Watauga County families will attain self-sufficiency for themselves and their children through employment, and will have resources necessary to address barriers to employment and to meet basic needs.”

That is the vision statement that we drafted in the original Watauga County Work First 1997-1999 Plan and has been the vision statement included in every successive biennial Work First Plan since that time. It remains applicable for the current plan. In addition to the original family centered approach, should be included in our vision, keeping with the family centered focus of North Carolina Division of Social Services and the Multiple Child Welfare Services and Work First. Work First eligibility and employment services personnel will participate in Child Welfare staffing, and will embrace the following six principles of partnership in its policies and practices:

1. Everyone desires respect.
2. Everyone needs to be heard.
3. Everyone has strengths.
4. Judgments can wait.
5. Partners share power.
6. Partnership is process.

Family centered practice respects the family’s right to self-determination and assumes the family has the capacity to grow and change when provided the proper supportive services. A family’s strengths are its source of self sufficiency, once its needs have been identified. Watauga County Work First will make use of North Carolina’s Work First Family Assessment of Strengths and Needs assessment tool as the first step in partnering with families.

Watauga County will comply with the Americans with Disabilities Act, and will not discriminate against people on the basis of their race, color, gender, sexual orientation, or national origin. Training will be provided to educate staff in regarding the provision of services to Americans with disabilities. In addition, Watauga County will provide interpreter services and/or translated documents to people with Limited English Proficiency.

CURRENT CONDITIONS IN WATAUGA COUNTY

The population for Watauga County is approximately 55,121, according to the 2017 U.S. Census. Watauga County data shows that the current Work First Family Assistance caseload is approximately 19 as of October 1, 2018, with a total of 22 children under age 19. Seventeen of the caseload totals are "child-only" cases. The remaining two cases are work-eligible Work First cases. The average WFFA monthly payment is \$236.00 (or less, depending on other income). An estimated 25% of WFFA applicants have experienced substance abuse problems, and estimated 40% of applicants have revealed experiencing domestic violence.

Watauga County's labor force is currently 27,401 with a 4.1% unemployment rate. Many entry-level jobs in Watauga County pay minimum wage or slightly more, with no benefits. In the past 4 years, at least 5 businesses have reported closing or layoffs, affecting over a hundred employees. Schedules are often changed to irregular and /or inadequate hours. Many heads of household must work two jobs. Many available jobs do not schedule the conventional 8am-5pm hours, when conventional daycare centers operate. This makes childcare and transportation difficult to coordinate and manage. There are times during summer breaks from school in which Parks and Recreation programs do not operate, such as immediately after the year ends and before school begins in the fall. Helping families to locate safe and affordable childcare during irregular work hours has been difficult.

Approximately 25% of WFFA families are experiencing difficulties with transportation, according to caseworkers. Public transportation is not regularly available in all parts of the county. This is a major barrier to maintaining a reliable work schedule as well as getting children to childcare. Watauga County will continue to seek ways to address this problem. The rising cost of gasoline has also presented a challenge to families.

PERFORMANCE GOALS

1. EMPLOYMENT

The focus of Watauga County's Work First Program is employment. Watauga County, as its expected goal, will put 9 Work First parents to work annually in fiscal years 2019-2021. Failure to register for work will result in denial of the application. At application, the caseworker will explain the short-term nature of the program and that employment is necessary and expected. The applicant will be required to register for work at NC Works. Work First Employment Services, for those applicants deemed mandatory for the services, will be provided at Watauga County Department of Social Services and NC Works.

Measure: Watauga County will utilize the State Employment Program Information System to track participation in employment activities. This system will generate reports on the number of families who have gone to work in a specific month.

2. MEETING FEDERAL PARTICIPATION RATES

Placing more participants in employment will assure a higher number of successful participants (the numerator). Federal requirements determine that Watauga County, as its expected goal, will meet a 50% participation rate for fiscal years 2019-2021.

Toward meeting that participation rate, Watauga County DSS will:

- a. Intensify Employment Services
- b. Tough sanctions will be used to discourage non-compliance with MRA.

Measure: Watauga County will utilize the NC FAST data systems, which reports monthly participation rates.

All able-bodied parents in "two-parent" households are assessed for Work First Employment Services. Placing more participants in employment will assure a higher number of successful participants (the numerator). Federal requirements determine that Watauga County, as its expected goal will meet a 90% participation rate for "Two-Parent" Work First Families in fiscal years 2019-2021. If DHHS will allow counties to discontinue including all incapacitated parents in the calculation, this will improve the participation rate. Up to now, these adults have been counted as "unsuccessful" clients in the participation rate calculations.

Toward meeting that participation rate, Watauga County DSS will:

- a. Intensify Employment Services
- b. Tough sanctions will be used to discourage non-compliance with MRA.

Measure: Watauga County will utilize the NC FAST data systems, which reports monthly participation rates.

3. PROVIDING EMPLOYMENT SERVICES

Active participation in intensive employment services for all families is necessary in order to meet the participation rate and to ensure that families are served adequately before the end of five years. The expected goal for “all families” is 80%; for “two-parent” families, the goal is 100%. Special circumstances would warrant exemption from participation. Single custodial parents of children under 3 months of age will be exempt from the work requirements.

Measure: Watauga County will utilize the NC FAST data systems, which reports monthly participation rates.

4. STAYING OFF WELFARE

On-going, long-term employment and self-sufficiency is Watauga County’s goal for Watauga County families. North Carolina DHHS has determined that Watauga County, as it is expected goal, will have no less than 90% of those Work First families going to work remain self-sufficient, instead of returning to welfare. This percentage will be maintained by means of:

Supportive Services: Provision of Job Bonus following termination of cash assistance, if income causes ineligibility. Work First Services will be provided by the Work First case manager at Watauga County Department of Social Services.

Sanctions: WFFA recipients, who quit their jobs without good cause, or work fewer than 40 hours per week when 40 hours are available, will be subject to sanctions within the allowable limits of state and federal policy.

Measure: Watauga County will utilize the NC FAST data systems, to determine the percentage of WFFA parents who leave assistance for employment and who remain off of assistance for one year.

ADMINISTRATION

The Watauga County Department of Social Services is responsible for administration and day-to-day operation of the County's Work First program. The direct services are provided by an Income Maintenance Caseworker, supervised by the Income Maintenance Supervisor, who reports to the Director.

The Income Maintenance Caseworker determines eligibility and performs case management functions. The caseworker will bring Work First clients into the Employment Services Program as required by law and policy.

The Watauga County Department of Social Services is a partner in the Job-Link Career Center, the site for Watauga County's one-stop center. All work-eligible Work First applicants will be referred for job registration, as policy requires.

Childcare, transportation, and substance abuse are among the most significant challenges to employment. Work First program applicants who demonstrate a need for childcare will be referred to our childcare subsidy program. Watauga County has a childcare waiting list at this time. Work First clients have been and will continue to be prioritized for subsidized childcare in support of their efforts to find and maintain gainful employment. Watauga County operates a transportation system with regular routes running in the greater Boone-Blowing Rock area, but regular routes are not run in the more remote, rural parts of the County. For Work First employment services recipients who are residents of the remote part of the county, diligent efforts will be made to set up transportation services with the transportation provider.

In addressing substance abuse issues, Watauga County will screen all applicants suspected of substance abuse, refer those suspected applicants to Daymark Recovery Services for further assessment and treatment as needed. Cooperation with this service is required. Daymark Recovery Services recipients, at the time of signing their MRA, will also sign a release of information to allow Daymark Recovery Services to release the results of assessments and treatment to Watauga County Department of Social Services.

With the availability of funding for addressing Domestic Violence issues, Watauga County Department of Social Services will contract with OASIS, the local agency for providing shelter, case management, and counseling services. Through the Watauga County Plan for Domestic Violence Services (attachment A) between the two agencies, domestic violence assessment services may be provided for referred Work First applicants. No requirement will be made for applicants to participate in the assessments or the OASIS follow-up supportive services. In addition, supportive crisis situation funding may be available to Work First eligible families who are referred by OASIS while providing their supportive services. These funds may be used for non-recurring episodes of critical need, and may be provided in accordance with funding guidelines and contingent upon funding availability.

5. **JOB RETENTION**

Families who leave Work First for employment and continue to be employed for 6 to 12 months after leaving the program show evidence of keeping their income and job stability, which impacts a family's well being. Watauga County's goal for Work First parents will be 60% job retention after 6 months and 50% after 12 months.

Measure: Based on the number of responsible adults that leave the program for employment who are still employed at 6 and 12 month intervals following termination. The state will track these numbers through contact with NCWorks Centers.

6. **BENEFIT DIVERSION**

In some cases, applicants can avoid becoming a welfare recipient by dealing with a short-term crisis through Benefit Diversion. This may eliminate the need for applying for WFFA, and further reduce caseloads. Families will be evaluated for Benefit Diversion if they do not meet the guidelines for ongoing WFFA, and are in-between incomes, such as starting a new job, on maternity/sick leave, or have applied for Unemployment or Social Security benefits.

Measure: Watauga County will utilize the NC FAST data systems.

MAINTENANCE OF EFFORT

The Work First Block Grant allocation for Watauga County for FY 2017-2018 was \$381,217, including \$163,588 in local Maintenance of Effort funds. Child Welfare funding accounts for about 26% of the \$217,629 federal share. We are assuming that funding will be similar in the upcoming fiscal years. County Maintenance of Effort will fund the following activities:

- Supportive and preventive services such as retention services and services to “child-only” cases; also includes contracted services.
- Educational activities to support training and education for employment.
- Administrative costs for agency operation relative to Work First Family Assistance eligibility and employment services.
- Case management services, including outreach and follow-up activities.
- Other uses allowed by federal and state guidelines that will enable families to achieve and maintain self-sufficiency.

EMERGENCY ASSISTANCE

Watauga County will continue to serve families by making Emergency Assistance available. Eligibility for the EA funds will be based on the following criteria:

- There must be a child in the home under the age of 18 who lives with a caretaker or may be a non-relative if they have legal custody or guardianship.
- The EA funds may NOT be used for any medical care.
- The EA funds may NOT be used for heating purposes (ie: kerosene).
- EA will be provided on a once-per-year (fiscal) basis and each family may receive a maximum of \$500.00. Upon receiving any amount for emergency situations, the family may return to request an amount up to the remainder of the \$500.00 maximum.
- 150% of Federal poverty level
- US citizenship or legal permanent residency for more than 5 years.
- Reserve limit will be \$3000.00

Only short-term assistance may be provided. Emergency Assistance is described as nonrecurring, short-term benefits designed to deal with a specific episode of need. It is not intended to meet recurring or on-going needs, and is not intended to last beyond four months. DSS will provide EA services to address emergencies related to housing and utilities.

In order to assist Work First families in moving from welfare to self-sufficiency, Watauga will utilize the following resources:

- Watauga County Department of Social Services
 - o Work First Family Assistance
 - o Work First Employment Services
 - o Medicaid
 - o Food Stamps
 - o Subsidized Child Care
- Appalcart—Watauga County
- Northwest Regional Housing Authority
- NC Works
- Smoky Mountain Center LME
- Caldwell Community College and Technical Institute
- OASIS
- Children's Council
- Workforce Investment Act service providers
- Boone Chamber of Commerce
- The faith community
- The Hunger Coalition
- WeCan
- Hospitality House

SERVICES FOR FAMILIES AT OR BELOW 200% OF POVERTY

Watauga County has a Work First Retention Services Program that serves clients who meet 200% of poverty guidelines, who have children under the age of 18, and who are working a minimum of twenty (20) hours per week. Clients' reserve must be under the \$3000 limit. Individual criminal violations will be reviewed on each household member. Services provided in this program are Childcare Retention Services, Transportation Services, Other Retention Services, and Retention Services (non-cash like). The purpose of this program is to assist the client with car repairs or other emergency help toward keeping the individual employed. The cash value of these services will be capped at \$1500.00 per year. At the time that the family has used the \$1500.00 allotment, the family must wait one year before reapplying for Retention Services Program.*

(* Changes made on Aug. 1, 2012)

SERVICES TO NON-CUSTODIAL PARENTS

Watauga County will provide no services to non-custodial parents.

EXEMPTION FROM THE WORK REQUIREMENT

Watauga County will exempt single custodial parents of children under the age of one from the work requirement for up to 3 months for each child. This exemption will be allowed for a maximum of two children, since there is a lifetime maximum exemption of twelve months. Single parents may claim their exemption for the first 3 months of a child's life.

SECOND PARTY REVIEWS

Watauga County will complete second party reviews on 25% of the county's applications and ongoing caseloads. The second party reviews will be completed on all Work First programs (Cash Assistance, Employment Services and Work First Services). Check lists required by the state shall be attached to the case file in the current state computer system by the Work First Supervisor on a monthly basis. Any deficiencies that are noted will be addressed with the worker. The worker will be supplied with a copy of the second party review checklist. The Work First worker will be notified by the Supervisor when trainings are available within the Learning Gateway provided by the state and will be responsible for completing the trainings and supplying the Supervisor of the date the training is completed.

(Effective Aug. 1, 2018)

CERTIFICATION

We, the undersigned, certify that the attached Watauga County Work First Plan for 2019-2021 has been approved by the Watauga County Board of Commissioners and the Watauga County Board of Social Services.

Watauga County Board of Commissioners

Date

D. Kay Patten

Watauga County Board of Social Services

3/27/19

Date

CERTIFICATION

We, the undersigned, certify that the attached Watauga County Work First Plan for 2019-2021 has been approved by the Watauga County Board of Commissioners and the Watauga County Board of Social Services.

Watauga County Board of Commissioners

Watauga County Board of Social Services

Date

Date

**Work First Cash Assistance
Second Party Review Checklist**

Case Name: _____ Period of Review: _____
 County: _____
 Single Parent: _____ Two Parent: _____ Child Only: _____ PDC# _____
 Application/Review Date: _____ Certification Period: _____

All sections must be completed by indicating a check under the appropriate review period. If policy requirement is not applicable to the specific case please indicate in the available box. NCFast information should be reviewed for data entry accuracy. If third party verifications were obtained, list method in comment section.

Basic Form Requirement (WF 104)	Application	Review	Accurately keyed in NCFast	N/A	Comments:
Signed Application IEG PDF					
Signed Application & Review Documentation Workbook (DSS-8228)					
Americans with Disability Act Information/Limited English Proficiency					
Language Services Agreement (DSS 10001)					
Right to Apply (DMA-5094)					
Important Information to Know (DSS-8227)					
Notice on the Use of Social Security Numbers (DMA 5001)					
Eligibility Documentation (WF 104) List Verification methods in comments					
Residency (2 forms of verification or DSS-5276) (WF 108)					
Social Security Enumeration (WF 110)					
Citizenship/Qualified Immigrant Status (WF 111)					
Identity (WF 111)					
Kinship (WF 112)					
<i>Third party verification obtained and document signed by judge or other officer of the court for legal custody/guardianship, written statement obtained at review. (WF 201)</i>					
Living With (WF 112)					

**Work First Cash Assistance
Second Party Review Checklist**

072319

Age Rule for the Children (WF 109)					
Graduation by the age 19 verified when 18 year old included in assistance unit. (WF 109)					
Minor parent included in assistance unit (WF 107)					
Protective payee assigned and set up for minor parent. (DSS-1665)					
Minor parent is living with a parent, legal guardian, or in another adult supervised arrangement.					
Personal Responsibility (WF 103)					
Personal responsibility discussed; Mutual Responsibility Agreement signed. (DSS-6963-A)					
Mutual Responsibility Agreement; Plan of Action Outcome Plan developed and MRA-B signed within 5 days of application. (DSS-6963-B)					
Individual Criminal Violations documented and applied correctly. (WF 104A)					
Student enrollment/attendance verification					
Immunization & Health Check information verified					
Applicant was required to apply for any other benefits. <i>List in comment section.</i>					
Assessments					
Substance Use Screening/testing (WF 104B)					
Signed Audit/DAST-10; Assessment in NC FAST					
Signed Notification of Substance Use Screening Notice (DSS-8218A) for work eligible individuals					
Learning Needs Waiver (DSS-5330) initialed and signed (AI-13-2010)					
Learning Needs Screening Tool (DSS 5327); Assessment in NC FAST.					
Family Violence Option discussed/DSS-6966 signed (WF 104D); Assessment in NC FAST.					
Time Limits Reviewed and documented (<i>list months used in blocks below</i>) (WF 105)					
60-month Federal					

**Work First Cash Assistance
Second Party Review Checklist**

072319

60-month State (AL-2-2013)					
24-month State					
12-month State					
Income & Budgeting (WF 114, WF 115, & IEM 4000)					
Earned/Unearned income verified. <i>List verification method in comments.</i>					
Resources					
<i>If rebuttal of resources, list third party verification method obtained in comments</i>					
Contribution form provided/received (DSS-8176)					
OVS Run and reviewed					
Child Support referral completed for all absent parents (WF 116)					
Appropriate evidence keyed for all parties					
Participant is in cooperative status with all IV-D cases					
Family Cap assessed (WF 106)					
CAP Evidence entered in NC FAST (as applicable)					
Payment issued timely					
Payment amount correct					
Job Bonus offered/accepted (DSS-8222)(AL 2-2013)					
Rights & Responsibilities NCFast 20009					
Voter registration offered and documented; evidence entered in NC FAST (WF 104)					
Job Quit discussed and documented for work eligible individuals (WF 104)					

Reviewed by: _____

Date Reviewed: _____

Supervisor review by: _____

Date Reviewed: _____

**Work First Employment Services
Second Party Review Checklist**

072319

Case Name: _____

Period of Review: _____

County: _____

PDC# _____

Outcome Plan Reference Number: _____

Review Date: _____

Certification Period: _____

Number of hours required to meet Federal participation: _____

This tool is *optional* for two parent cases; please refer to Administrative Letter 1-2018 for required Two Parent tool. All sections must be completed by checking the appropriate box. If policy requirement is not applicable to the specific case please indicate in available box.

	Yes	No	N/A	Comments
Strengths & Needs Assessment (DSS-5298) completed in NCFast and signed within first 12 weeks of participation. (Adm Ltr. 4-2009)				
Strengths & Needs Assessment (DSS-5298) updated in conjunction with MRA-B (WF 118)				
Participant scheduled to meet federal participation based on age of youngest child (WF 118)				
Reasonable Accommodations provided (WF 117 & 118)				
Report of Medical Examination (DSS-8655) in record (WF 118)				
Documentation in record to support participant increasing participation or obtaining other benefits (WF 103 & 118)				
Signed MRA-B reflects assigned activities and supportive services in Outcome Plan (WF 103 & 118)				

Federal Work Activities (Work First Manual Section 118)

Employment	Yes	No	N/A	Comments
Hours projected or actual				
If projected, projection is based on two weeks of normal scheduled earned income				

Job Search/Job Readiness (JS/JS)	Yes	No	N/A	Comments

**Work First Employment Services
Second Party Review Checklist**

072319

Work Registration with NCWORKS obtained before component assigned.				
JS/JR limited to 12 weeks for Federal Participation				
Has participant been assigned this activity for four consecutive weeks				
If so, two random checks are completed and documented				
Hours keyed as non-countable towards federal participation for fifth week				
Job Search logs signed by the participant				
Time keyed in NC FAST is reflective of timecards in record				
Job Readiness: written documentation for participation is signed by provider				
On the Job Training (OJT)	Yes	No	N/A	Comments
Limited to 12 months				
OJT contract and job description on file				
Time participant completed OJT supported with acceptable documentation				
Work Experience (WE)	Yes	No	N/A	Comments
WE agreement and job description in participants record (DSS-6905)				
Daily attendance records are signed by work site sponsor				
Fair Labor Standards Act (FLSA) calculation completed monthly				
FLSA calculations accurate in NC FAST				
Participant did not complete more hours than allowed by FLSA				
Community Service (CS)	Yes	No	N/A	Comments
CS agreement and job description in participants record (DSS-6905)				

**Work First Employment Services
Second Party Review Checklist**

072319

Daily attendance records are signed by the supervisor or site sponsor				
Fair Labor Standards Act (FLSA) calculation completed monthly				
FLSA calculations accurate in NC FAST				
Participant did not complete more hours than allowed by FLSA				

Vocational Educational Training	Yes	No	N/A	Comments
--	------------	-----------	------------	-----------------

Course meets the parameters for Vocational Education				
Vocational Educational training does not exceed 12-month lifetime limit				
Documentation in record from the Educational Institute to support hours scheduled for participation				
Unsupervised study time being counted is supported by documentation from the Educational Institute				

GED/HS for Teen Heads of Household (through the month in which the head of household turns 20)	Yes	No	N/A	Comments
---	------------	-----------	------------	-----------------

Actual hours of participation recorded				
Attendance reports signed by instructor				
Unsupervised study time being counted is supported by documentation from the Educational Institute				

If "core" numbers of hours has been met through the above activities, the below can be included as countable for participation. (WF 118 VI)

Job Skills Training Directly Related to Employment	Yes	No	N/A	Comments
---	------------	-----------	------------	-----------------

Attendance reports signed by instructor				
Unsupervised study time being counted is supported by documentation from the Educational Institute				

Education Directly related to Employment	Yes	No	N/A	Comments
---	------------	-----------	------------	-----------------

Classes needed for the participant to be employed				
Case worker verified the participant does not have a high school diploma or equivalent				

**Work First Employment Services
Second Party Review Checklist**

072319

Attendance reports signed by instructor				
Unsupervised study time being counted is supported by documentation from the Educational Institute				
Satisfactory Attendance at Secondary School or In a Course of Study Leading to a Certificate of General Equivalence (Secondary School or GED)	Yes	No	N/A	Comments
Attendance reports signed by instructor				
Study time limited to one hour for every hour of classroom time				
Study time documented by information from the Educational Institute				
Keyed participation	Yes	No	N/A	Comments
Hours keyed in correspondence to timecards (days & times)				
Federal Excused hours utilized to assist in meeting the required participation hours				
If so, Federal excused hours limited to 16 per month/80 per 12 month				
Authorized Holiday hours utilized to assist in meeting required participation hours				
If so, hours were based on the number of hours scheduled				
Check issued within 3 days of receiving documentation				
Participant met scheduled participation				
Good Cause established and documented for non-completion of scheduled activities				

Reviewed by: _____

Date Reviewed: _____

Supervisor review by: _____

Date Reviewed: _____

**Work First Services
Second Party Review Checklist**

072319

Case Name: _____

Period of Review: _____

County: _____

SIS#/PDC# _____

Non-Custodial Parent Services: _____

200% of Poverty: _____

Application Date: _____

Certification Period: _____

Work First Services may not be offered to individuals who receive an ongoing Work First Cash payment. All sections must be completed by checking the appropriate box. If policy requirement is not applicable to the specific case please indicate in available box. NCFAS information should be reviewed for data entry accuracy. If third party verifications were obtained, list method in comment section.

	Yes	No	Accurately keyed in NCFAS	N/A	Comments:
Services being provided according to county plan					

**Americans with Disability Act
Information/Limited English Proficiency**

Individual asked if they have any disabilities to report at application					
Reasonable accommodations requested & provided					
Learning Needs Waiver initialed and signed (DSS-5330) (Adm Ltr 13-2010)					
Learning Needs Screening offered (DSS 5327) (Adm Ltr 13-2010)					
Language Services Agreement (DSS 10001) applicable					
If applicable, the DSS 10001 was signed and completed by interpreter					

Eligibility for Services

Original signed DSS-5027 in record					
Notice of Action, Section C, of DSS-5027 completed with approval dates (AL 1-2017)					
DSS 5027 keyed into SIS (AL 1-2017)					
Work First Services application entered in NC FAST (AL 1-2016)					
Income Eligibility Worksheet completed in entirety (DSS-8225)					
Certification periods for all forms are consistent					
Family income is at or below 150%/200% of the federal poverty limit (based on county policy) (WF 102)					

**Work First Services
Second Party Review Checklist**

072319

Correct income limit used for family size					
Earned/Unearned income? List verification method in comments. (WF 114 & IEM 4000)					
Resides in county of application (WF 108)					
Child in the home who meets the age limit for Work First Family Assistance (WF 109)					
Citizenship/Qualified Immigrant Status (WF 111)					
Identity (WF 111)					
Kinship (WF 112)					
Living With (N/A for NCP services) (WF 112)					
Individual Criminal Violations Declaration Statement (DSS-5271) (AL 1-2016 & 1-2017)					
Non-Custodial Parent Cases: Is case head a non-custodial parent of a child who is a Work First recipient					
Does the service provided meet the federal definition of assistance (WF 102)					
Was the client notice provided and case closed timely based on the DSS-5027					

Reviewed by: _____

Date Reviewed: _____

Supervisor review by: _____

Date Reviewed: _____

County Name: _____ PDC/ICS: _____

Work First Two-Parent Family Participation Checklist

How this tool should be used: This tool must be completed for each Two-Parent Family Case for the individual(s) completing the work activities. The checklist must be updated, signed and dated at all Federal Work Activity changes.

Federal Work Activities: Employment (Emp.), Job Search/Job Readiness (JS), On-the-Job Training (OJT), Work Experience (AW), Community Service (CS), Vocational Educational Training (VT).

If only completing 30/50 hours per week in the following activities, Emp., JS, OJT, AW, CS and VT, additional Federal Work Activities are required.

Schedule additional work activities from the following: Job Skills Training Directly Related to Employment (ST), Education Directly Related to Employment (ED), Secondary School or GED Course (ED), GED/HS Completion for Teen Heads of Households (ED).

Complete Federal Activity Section for each Two-Parent Family Case

Two-Parent Participant (s) Name:	Date:	
Employment (Emp.)	Yes	No
Full-time		
Part-time		
Self-Employment		
Subsidized Employment		
Unsubsidized Employment		
Wage Verification Form (DSS-8113)		
Pay Statement/Wage Stubs		
What are the two-parent family's scheduled participation hours for the federal activity?		
Did the two-parent family's scheduled participation hours add up to the required hours for the federal activity? If no, why?		
What are the two-parent family's completed hours for the federal activity?		
Were the completed hours for the federal activity based on projected employment hours?		
If applicable, were holidays and excused absences included in the participation hours?		
Did the completed participation hours meet the required federal participation hours for a Two-Parent case? If no, why?		
If completed participation hours did not meet the required hours for the federal activity, did the two-parent family make up the difference in another federal countable activity? If yes, list the different federal countable activity.		

Two-Parent Participant Name (s):		Date:	
Job Search and Job Readiness (JS)			
For two-parent families, each parent can participate in up to 360 hours for Job Search and Job Readiness activities in a 12-month period.			
		Yes	No
Did the two-parent family register for work prior to beginning Job Search and Job Readiness activity?			
Was an assessment completed to review the job readiness of the two-parent family?			
Was close supervision provided for Job Search activity?			
Are Job Search activity logs (DSS-6960) maintained in case record?			
If required, are sign-in sheets and attendance reports from structured job search programs maintained in case record?			
Are the Job Search daily logs, sign-in sheets or attendance reports submitted at least monthly?			
Did worker conduct random checks on reported job search activities?			
Was Job Search or Job Readiness activities limited to 4 consecutive weeks?			
Did the two-parent family's scheduled participation hours meet the required hours for the federal activity? If no, why?			
What are the two-parent family's completed participation hours for the federal activity?			
If applicable, were holidays and excused absences included in the participation hours?			
Was reasonable travel time between locations during the day included in the hours of participation?			
Was the case file documented with the travel time and mode of transportation?			
Did the completed participation hours meet the required federal participation hours for the two-parent case? If no, why?			
If completed participation hours did not meet the required hours for federal activity, did the two-parent family make-up the difference in another federal countable activity? If yes, list the different federal countable activity.			

Two-Parent Participant Name(s):		Date:	
On-the-Job Training (OJT)		Yes	No
Was On-the-Job training supervised by an employer or worksite sponsor on an ongoing basis no less frequently than daily?			
Is there an On-the Job Training Contract in the case record?			
Was the On-the-Job Training limited to a maximum of 12 months?			
Is there an On-the Job Training job description that reflects the number of hours per week?			
Is there documentation of wage stubs, wage verification forms or time sheets signed and dated by the employer?			
What are the two-parent family's scheduled participation hours for the federal On-the-Job Training activity?			
Are the scheduled participation hours the actual hours the two-parent family is present on the work site?			

Two-Parent Participant Name(s):	On the Job Training cont.	
	Yes	No
Does the two-parent family's scheduled participation hours add up to the required hours for the federal activity? If no, why?		
What are the two-parent family's completed participation hours for the federal activity?		
Are On-the-Job Training hours being projected following initial documentation of the work schedule?		
If applicable, were holidays included in the participation hours?		
Did the completed participation hours meet the required federal participation hours for a Two-Parent case?		
If completed participation hours did not meet the required hours for federal activity, did the two-parent family make up the difference in another federal countable activity? If yes, list the different federal countable activity.		

Two-Parent Participant Name(s):	Date:		
		Yes	No
Work Experience (AW)			
Was the Work Experience/Community Service Agreement (DSS-6905) completed and on file for the Work Experience site?			
Were the minimum wage rules of the Fair Labor Standards Act (FLSA) applied to the Work Experience activity?			
What is the FLSA calculation?			
Was the two-parent family's case monitored by the worker for changes in Work First payment amounts and FNS allotment changes, and a recalculation of the FLSA completed?			
Was the FLSA calculation documented in the case record?			
If applicable, was deeming Work Experience hours applied?			
What are the two-parent family's scheduled hours for the federal Work Experience activity?			
Does the two-parent family's scheduled hours add up to the required hours for the federal work activity? If no, why?			
What are the two-parent family's completed participation hours for the federal Work Experience activity?			
Was the two-parent family's completed participation hours training spent working on the floor? For example, a hairdresser.			
If applicable, were holidays and excused absences included in the participation hours?			
Did the two-parent family's completed participation hours exceed the FLSA calculation?			
Was there documentation of daily attendance reports signed by the work site sponsor on file?			
Did the completed participation hours meet the required federal participation hours for a Two-Parent case? If no, why?			
If completed participation hours did not meet the required hours for federal activity, did the two-parent family make up the difference in another federal countable activity?			

If yes, list the different federal countable activity.		
Two-Parent Participant Name(s):	Date:	
Community Service (CS) subject to FLSA		
	Yes	No
Was the Work Experience/Community Service Agreement (DSS-6905) completed and on file for the Community Service site?		
Was the minimum wage rule of the Fair Labor Standards Act (FLSA) applied to the Community Service activity?		
What is the FLSA calculation?		
Was the two-parent family's case monitored for changes in the Work First payment amounts and FNS allotment changes, and a recalculation of the FLSA completed?		
Is the FLSA calculation documented in the case record?		
If applicable, was deeming Community Services hours applied?		
What are the two-parent family's scheduled hours for the federal Community Service activity?		
Did the two-parent family's scheduled hours add up to the required hours for the federal activity? If no, why?		
What are the two-parent family's completed participation hours for the federal Community Service activity?		
If applicable, were holiday and excused absences included in the participation hours?		
Did the two-parent family's completed participation hours exceed the FLSA calculation?		
Is there documentation of daily attendance reports signed by the work site sponsor on file?		
Did the completed participation hours meet the required hours for the federal activity? If no, why?		
If completed participation hours did not meet the required hours for federal activity, did the two-parent family make up the difference in another federal countable activity? If yes, list the different federal countable activity.		

Two-Parent Participant Name(s):	Date:		
Vocational Educational Training (VT)	Yes	No	N/A
Was Vocational Education Training limited to 12 months?			
Was Vocational Education Training beyond 12 months, and was activity assigned as a Non-Core Activity or Job Skills Training Directly Related to Employment (ST)?			
Were basic and remedial education and English as a Second Language (ESL) a necessary part of training, and confirmed in writing or documented through a telephone call or an email by the caseworker?			
If basic/remedial education and/or ESL are not a regular part of the vocational education curriculum, were hours spent in activity counted as Education Directly Related to Employment (ED)?			
Was the training an online learning program determined to be a valid program suitable for the participant's work goals and directly related to the preparation for the occupation?			
Was training spent working on the floor? For example, a hairdresser.			

Two Parent Participant Name(s):	Vocational Educational Training cont.		
	Yes	No	N/A
Did the educational institution verify the advised or required hours of homework/study time, and is it documented in the case record?			
Are there documented daily attendance reports signed by the instructor(s) who provide daily supervision in the case record?			
Are attendance reports submitted at least monthly?			
Were supervised study/homework hours signed by the study time supervisor?			
Was there documentation to identify the required or advised unsupervised homework time recommended by the educational institution?			
Was there documentation maintained in the case record for the number of hours of unsupervised homework/study allowed for each hour of classroom participation reported?			
Was there documentation of online learning activities in the case record?			
What are the two-parent family's scheduled participation hours for the federal activity?			
Did the two-parent family's scheduled participation hours meet the required hours for federal activity? If no, why?			
What are the two-parent family's completed hours for the federal activity?			
If applicable, were holidays and excused absences included in the participation hours?			
Did the completed participation hours meet the required federal participation hours for a Two-Parent case? If no, why?			
If completed participation hours did not meet the required hours for the Federal Activity, did the two-parent family make up the difference in another federal countable activity? If yes, list the different federal countable activity?			

Two-Parent Participant Name(s):	Date:	
GED/HS Completion for Teen Heads of Households (ED)	Yes	No
Does the 2-Parent participant meet the Teen Heads of Households criteria (up to age 19 or through the month in which they turn 20 and maintaining satisfactory secondary school attendance)?		
Were the attendance reports obtained from the school, documented and maintained in the file?		
Was the activity an online learning program, and was the program's structure evaluated?		
Is there documentation of actual hours of online learning activities maintained in the case record?		
What are the two-parent family's scheduled participation hours for the federal activity?		
Did the two-parent family's scheduled participation hours meet the required hours for the federal activity? If no, why?		
What are the two-parent family's completed hours for the federal activity?		

Two-Parent Participant Name(s):		
GED/HS Completion for Teen Heads of Households (ED) cont.		
	Yes	No
If applicable, were holidays and excused absences included in the participation hours?		
Did the completed participation hours meet the required federal participation hours for a Two-Parent case? If no, why?		
If completed participation hours did not meet the required hours for the Federal Activity, did the two-parent family make up the difference in another federal countable activity? If yes, list the different federal countable activity.		

If two parent families are only completing 30/50 hours per week in core activities, the scheduling of additional Federal Work Activities is required from the following activities:

Job Skills Training Directly Related to Employment (ST), Education Directly Related to Employment (ED), Satisfactory Attendance at Secondary School or in a Course of Study Leading to a Certificate of General Equivalence (ED).

Two-Parent Participant Name(s):	Date:		
Circle the 30/50 hour assigned Federal Core Activity component(s): Emp. / JS / OJT / AW / CS / VT / ED			
Job Skills Training Directly Related to Employment (ST)			
	Yes	No	N/A
Was training or education required by an employer?			
Was training supervised on an ongoing basis no less frequently than daily?			
Was the activity an online program?			
Was the ST activity evaluated to count as VT?			
Was there documentation of actual hours of participation signed by the instructor(s) who provide daily supervision of the participant?			
Were supervised/unsupervised homework/study time hours verified by the educational institution and documented in the case file?			
Were supervised study/homework hours reported by daily attendance report and signed by supervisor?			
Are the daily attendance reports submitted at least monthly?			
What are the two-parent family's scheduled participation hours for the federal activity?			
Did the two-parent family's scheduled participation hours meet the required hours for federal activity? If no, why?			
What are the two-parent family's completed hours for the federal activity?			
Did the completed participation hours meet the required federal participation hours for a Two-Parent case? If no, why?			
If applicable, were holidays and excused absences included in the participation hours?			
Were the homework/study hours included in the participation hours?			

Two-Parent Participant Name(s):	Date:		
Circle the 30/50 hour assigned Federal Core Activity component(s): Emp. / JS / OJT / AW / CS / VT / ED			
Education Directly Related to Employment (ED)	Yes	No	N/A
Was the education directly related to employment supervised on an ongoing basis no less frequently than daily?			
If an online program, was the program determined to be a valid program that is suitable for the participant's work goals?			
Was the online program evaluated for counting participation hours and supervision of the activity?			
Were the homework/study time hours advised by the institution?			
Do the homework/study time hours exceed the hours advised by the institution?			
Is there documentation in the case record of the number of hours of unsupervised homework/study allowed for each hour of classroom participation reported?			
Were attendance reports obtained from the school monthly? If an online program, is there documentation of participation and supervision?			
What are the two-parent family's scheduled participation hours for the federal activity?			
What are the two-parent family's completed hours for the federal activity?			
Did the completed participation hours meet the required federal participation hours for a Two-Parent case? If no, why?			
If applicable, were holidays and excused absences included in the participation hours?			
Were the homework/study hours included in the participation hours?			

Two-Parent Participant Name(s):	Date:		
Circle the 30/50 hour assigned Federal Core Activity component(s): Emp. / JS / OJT / AW / CS / VT / ED			
Satisfactory Attendance at Secondary School or In a Course Leading to a Certificate of General Equivalence (ED)	Yes	No	N/A
Was the activity supervised on an ongoing basis no less frequently than daily?			
If an online program, was the program determined to be a valid program that is suitable for the participant's work goals?			
Was the online program evaluated for counting participation hours and supervision of the activity?			
Were homework/study time hours advised by the institution?			
Do the homework/study time hours exceed the hours advised by the institution?			
Is there documentation in the file of the number of hours of unsupervised homework/study allowed for each hour of classroom participation reported?			
Were the attendance reports obtained from the school monthly? If an online program, is there documentation of participation and supervision?			
What are the two-parent family's scheduled participation hours for the federal activity?			

Two-Parent Participant Name(s):	Date:		
Satisfactory Attendance at Secondary School or In a Course Leading to a Certificate of General Equivalence (ED) cont.			
	Yes	No	N/A
What are the two-parent family's completed hours for the federal activity?			
Did the completed participation hours meet the required federal participation hours for a Two-Parent case? If no, why?			
If applicable, were holidays and excused absences included in the participation hours?			
Were the homework/study time hours included in the participation hours?			

Print Worker's Name: _____

Date _____

Worker's Signature: _____

Date _____

Overview: Work First Two-Parent Family Participation Requirements

Two-Parent Participation Hour Requirement without Federally Funded Child Care

Required Weekly Hours 35	Required Monthly Hours Except for Month of February 151
-----------------------------	--

Two-Parent Participation Hour Requirement with Federally Funded Child Care

Required Weekly Hours 55	Required Monthly Hours Except for Month of February 238
-----------------------------	--

Two-Parent Participation Hour Requirement for Month of February without Federally Funded Child Care

Required Weekly Hours 35	Required Monthly Hours 138
-----------------------------	-------------------------------

Two-Parent Participation Hour Requirement for Month of February with Federally Funded Child Care

Required Weekly Hours 55	Required Monthly Hours 218
-----------------------------	-------------------------------

Two-Parent Participation Rate

States are required to achieve a 90 percent two-parent participation rate. For a case to be included in the two-parent participation rate, **both parents** included in the case must be Work Eligible (see Work First Manual Section 103).

Two-Parent Participation Rate Calculation

The **Numerator** for the Two-Parent Participation Rate Calculation includes the number of two-parent cases (cases with two Work Eligible recipients, (parent or stepparent), receiving a Work First payment for the month that completed the required hours in federal work activities.

The **Denominator** for the Two-Parent Participation Rate Calculation includes the number of two-parent cases receiving a Work First payment for the month.

For a case to count in the Numerator of the Two-Parent Participation Rate, the Work Eligible **parents must participate in an average of 35 hours per week in federal work activities (55 hours per week if federally-funded child care is provided). Both parents may participate and combine their hours to the required average of 35 per week.** The Two-Parent Participation Rate is defined as the number of two-parent families participating in the required number of hours of federal countable work activities divided by the sum of all two-parent cases that receive assistance for the report month.

Scheduling & Meeting Participation for a Two-Parent Family without Federally Funded Child Care

Example: A two-parent case has one parent in VT completing 30 hours and 110 hours in employment. The other parent has 15 hours in VT.

Participation Calculation: 30 VT hours divided by 4.3636 = 6.8 (rounding up to 7), 110 Emp. hours divided by 4.3636 = 25.2 (rounding down to 25). 15 VT hours divided by 4.3636 = 3.4 (rounding down to 3). Add 7 (VT) + 25 (Emp.) + 3 (VT) = 35 hours per week.

Note: Two-parent families count in the numerator of the All-Family Participation Rate if they complete an average of 30 hours per week.



Outpatient Mental Health and Substance Abuse Services
Daymark Recovery Services, Inc. –Watauga Center
132 Poplar Grove Connector, Suite B
Boone, NC 28607
Phone: (828)264-8759
Fax: (828) 262-5860

2019 – 2020

Business Associates’ Agreement Concerning Provider Verification of Non-Emergency Medical Transportation between Watauga County Department of Social Services (Watauga DSS) and Daymark Recovery Services (Daymark)

This document is to verify that Watauga DSS and Daymark operate as Business Associates for the sake of providing verification of Non-Emergency Medical Transportation for those we mutually serve, under the provisions of 45CFR 164.504 (e) (1).

Under this agreement, upon Watauga DSS request, Daymark staff will provide verification to Watauga DSS staff that Medicaid Recipients have received Medicaid-covered services whenever this has occurred without further requirement for Recipients to provide written consent pertaining to this verification.

This verification may be provided in either written or oral form, as needed, and may be provided through telephone, fax or in response to a Recipient request for completion of written documentation to this effect.

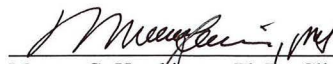
Written consent may be gained by Daymark for the sake of further documentation, and nothing in this agreement will void the right of Daymark to obtain this additional consent, though it will be recognized as optional in the present matter.

We acknowledge that the terms of this agreement precede our formal acknowledgment of this status.

Signatures below affirm this understanding and agreement.



Tom Hughes, DSS Director
Watauga County Department of Social Services
4/16/19
Date



Murray G. Hawkenson, Ph.D., Clinical Site Director
Daymark Recovery Services, Watauga Center
4-16-2019
Date

For FY18/19

Watauga County: Non-Medicaid Transportation

This Agreement, effective this

1st day of July, 2018, by and between

AppalCART and

Agency Name: Watauga County

Contact person: Deron Geouque

Address: 814 West King St, Suite 205 Boone, NC 28607

Phone: 265-8000 **E-mail:** Deron.Geouque@watgov.org

Rate ---- \$1.45 per direct mile

THIS AGREEMENT, effective this 1st day of July, 2018, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the County do agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the Watauga County Community Transportation Service Plan December 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the County.

Section 2. Adoption of Required Provision. This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 19-CT-007, and

The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3. Scope of Work.

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation services for the County as may be mutually agreed upon. Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the County with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. Insurance Company is:

NCACC RMP.L&P Policy # LP-AP-473-16.

3. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
4. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
5. The Authority shall commence performance of this contract on the 1st day of July, 2018, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 19-CT-007.

6. By mutual agreement, the unit rate of said service shall be \$1.45 per direct mile. The Authority will submit itemized invoices to the County on a monthly basis, payment of terms is thirty (30) days net.
7. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and County to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
8. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104
director@appalcart.com
9. If the Authority becomes excluded from participation in this agreement, the County will be promptly notified.

Section 4. Termination of Agreement. In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

BY:



John Welch
Watauga County Commissioners Chair

ATTEST:




Anita Fogle
Clerk to the County Commissioners

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

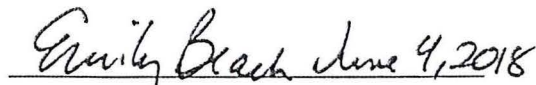
10-5-18 
Date Finance Director

BY:

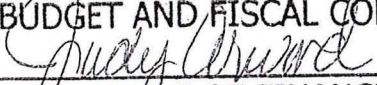


Quint David
AppalCART Board Chair

ATTEST:



Emily Beach
Clerk to the AppalCART Board

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT


SIGNATURE OF FINANCE OFFICER

For FY18/19

Department of Social Services-Medicaid

This Agreement, effective this
1st day of July 2018, by and between

AppalCART and

Agency Name: Dept of Social Services – Watauga County

Contact person: Tom Hughes

Address: 132 Poplar Grove Connector, Suite C Boone, NC 28607

Phone: 264-8100 Fax: 265-7638 E-mail: tom.hughes@watgov.org

Rate ---- \$1.45 per direct passenger mile per passenger

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July, 2018, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **Department of Social Services**, hereinafter referred to as DSS;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the DSS do agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the continued

implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the Watauga County Community Transportation Service Plan December 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the DSS.

Section 2. Adoption of Required Provision. This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 19-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority.

The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3. Scope of Work.

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation services for the DSS as may be mutually agreed upon. DSS shall notify the Authority at least one (1) business day in advance of any revisions in scheduling, or of any additions of passengers. Failure to provide adequate notification of cancellations may result in billing for services scheduled unless adverse weather was the cause (Adequate notice is defined as two hours before any revenue time spent attempting the trip. If a trip has not been canceled appropriately, the trip is marked as a "No Show". The County will be billed for the mileage to the pick-up point and back to AppalCART. A passenger with three (3) no shows in 30 days will be suspended for 30 days.) Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the DSS with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is

agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the ¹⁰⁷²³¹⁹

North Carolina Utilities Commission. Insurance Company is:

NCACC RMP.L&P Policy # LP-AP-473-16.

3. First lien holder on all vehicles titled to the Authority shall be the Public Transportation Division of North Carolina Department of Transportation.
4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2018, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 19-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$1.45 per direct vehicle mile. The Authority will submit itemized invoices to the DSS on a semi-monthly basis. DSS will have two weeks to submit the payment authorizations to NC Tracks and shall notify the Authority upon successful submission of the authorizations (If authorizations are not submitted within two weeks, then AppalCART may bill Watauga County for the services.). The Authority will then submit the requests for payment to NC Tracks. All costs charged to the DSS including any approved services performed by the Authority shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in detail the nature and property of the charges. The Authority will use billing codes specified by DSS on invoices, and will report no-shows, daily, and cancellations on a monthly basis.

- All claims that DSS has authorized, but cannot be processed through NC Tracks will be billed to ⁰⁷²³¹⁹

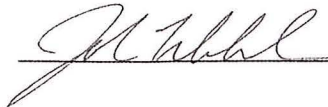
Watauga County.

9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and DSS to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
10. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104
director@appalcart.com
11. Names of Board Members and Managers are posted and updated at www.appalcart.com , any changes will be reported to DSS.
12. If the Authority becomes excluded from participation in this agreement, the DSS will be promptly notified.

Section 4. Rate Changes. The Authority reserves the right to renegotiate this agreement if "Managed Care" is implemented in Watauga County.

Section 5. Termination of Agreement. In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

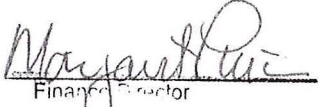
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: 

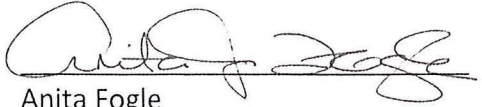
John Welch
Watauga County Commissioners Chair

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

6-5-18
Date


Finance Director

ATTEST:

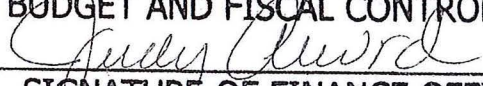

Anita Fogle
Clerk to the County Commissioners

BY: 

Quint David
AppalCART Board Chair

ATTEST:

 June 4, 2018
Emily Beach
Clerk to the AppalCART Board

**THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**

SIGNATURE OF FINANCE OFFICER

MEMORANDUM OF AGREEMENT (MOA)

This Memorandum of Agreement (MOA) is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Social Services (hereinafter referred to as "Division") and North Carolina Department of Commerce, Division of Workforce Solutions/NCWorks Career Centers (hereinafter referred to as "Contractor").

This MOA is subject to the provisions of all applicable Federal and State laws, regulations, policies and standards.

I. Effective Period:

This MOA shall begin on 12/1/2016 and end on 12/31/2019, with the option to extend, if mutually agreed upon, through a written amendment.

This MOA may be terminated by either party upon at least 30 days' written notice or immediately upon notice for cause. This MOA may be amended, if mutually agreed upon, to change scope and terms of the MOA. Such changes shall be incorporated as a written amendment to this MOA.

II. Contractor Duties:

The Contractor hereby agrees to provide the services described in the scope of work which is incorporated herein by reference.

Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Mekella Anthony, Work First Policy Consultant Division of Social Services 2420 Mail Service Center Raleigh, NC 27699-2420 Telephone: (919) 527-6314 Fax: (919-334-1265) Email: Mekella.Anthony@dhhs.nc.gov	Mekella Anthony, Work First Policy Consultant Division of Social Services 820 S. Boylan Avenue Raleigh, NC 27603-2246

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Danny Giddens, Director of Field Operations Division of Workforce Solutions 313 Chapanoke Road, Suite 120 Raleigh, NC 27603 Telephone: (919) 814-0325 Fax: (919) 662-4770 dgiddens@nccommerce.com	Danny Giddens, Director of Field Operations Division of Workforce Solutions 313 Chapanoke Road, Suite 120 Raleigh, NC 27603

This Memorandum of Agreement (MOA) is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Social Services (hereinafter referred to as "Division") and North Carolina Department of Commerce, Division of Workforce Solutions/NCWorks Career Centers (hereinafter referred to as "Contractor/NC DWS/NCWorks Career Centers").

Signatures follow on next page

North Carolina Department of Commerce, Division of Workforce Solutions

William H. Collins
Signature

May 31, 2017
Date

William H. Collins
Printed Name

Assistant Secretary
Title

Witness

Belinda Beyette
Signature

5/31/2017
Date

North Carolina Department of Health and Human Services, Division of Social Services

Wayne E. Black
Signature

6/16/17
Date

Wayne E. Black
Printed Name

Sr. Director for Social Services
and County Operations
Title

Scope of Work

I. Mutual Responsibilities

A. Inter-agency Collaboration

1. Maintain open communication and quarterly meetings on the Division level to review the status of the programs stipulated within this agreement.
2. The local departments of social services (Local DSS) and NCWorks Career Centers (Local NCWorks Career Centers) shall exchange information regarding the referral process and mutual understanding of each agency's roles, services, vocabulary usage, limitations, and resources available to serve this population.
3. Staff from both local agencies – the Local DSS and Local NCWorks Career Centers will meet as needed to staff cases, educate new staff and clarify new policies and procedures. It is recommended that meetings include staff from all applicable program areas.
4. In addition, collaborative groups will consider other program areas and community resources to their workgroups (as needed), including but not limited to: the Local Management Entities - Managed Care Organizations (LME-MCOs), Community Colleges, Community Rehabilitation Programs and any other local resources when deemed necessary. These joint meetings will focus on what customers/participants and program staff can do to enhance achievement possibilities and successful outcomes.
5. NCWorks Career Center staff and Local DSS Work First program staff will discuss opportunities for the on-site support/co-location of its staff as appropriate, if those resources are available.

B. Referral Process

1. Referrals will generate from the local Department of Social Services (hereinafter referred to as "Local DSS") or local NCWorks Career Centers (hereinafter referred to as "Local NCWorks Career Centers") as needs are identified. Referral forms from each agency will be provided to relevant staff in order to expedite the process.
2. A written, formal referral process, including contacts must be on file at the Local DSS level for the current State Fiscal Year (SFY).
3. Local DSS will utilize assessment tools that focus on what the customer/participant can do in relation to potential employment based on their skills and abilities. All Work First participants who are required to be engaged in Job Search will be referred to Local NCWorks Career Centers for services.

4. Referrals to the Local NCWorks Career Centers may occur at any time from the point of intake throughout the customers/participants involvement with the Local DSS.
5. Referrals by the Local NCWorks Career Centers staff to Local DSS will be made as soon as the need is identified. The Local NCWorks Career Centers staff may assess and refer a customer/participant to Local DSS to make an application for Food and Nutrition Services, Work First or other Local DSS services. If the Local NCWorks Career Centers staff suspects that a child may be abused or neglected, a mandatory Child Protective Services report should be made to the Local DSS.

C. Case Planning Goals and Services

1. Cooperation between agencies in securing coordinated services at the local levels for those customers/participants being considered for, or recipients of, social services is recommended. Case management efforts will be made to prevent the duplication of services from collaborating agencies.
2. Joint planning of services will be completed when appropriate. Within the Local DSS, case planning processes exist in all service programs, though under different names. In Work First, the case plans are called Mutual Responsibility Agreements (MRA)/Outcome Plans. Whenever appropriate, joint planning with the customer/participant will occur for all of these plans. Copies of case plans will be shared as soon as possible within the applicable program guidelines.
3. Both agencies will comply with Federal and State laws which restrict the use and disclosure of information about people receiving public assistance to safeguard the confidentiality of all customers/participants. Written consent/permission must be given by the customer/participant to share their information as specified in 42 C.F.R. part 2 and 45 C.F.R. parts 160 & 164.
4. Both agencies will comply with Title II of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504) to ensure that individuals with disabilities have equal access to programs and services; Title VI and VII of the Civil Rights Act of 1964 which prohibits discrimination based on race, color or national origin in programs or activities which receive federal financial assistance; and prohibits employers from discriminating against employees on the basis of sex, race, color, national origin and religion.
5. Services will be delivered in a timely manner by all parties involved as stipulated within the policies of each agency. Each program and agency may be required to meet different time frames; however each agency and program will communicate and coordinate their activities in service delivery on the behalf of the customer/participant whenever possible.

II. The Contractor (NC Division of Workforce Solutions) (DWS) agrees to:

1. Ensure Local NCWorks Career Centers provide a program of employment-related services to eligible individuals referred by Local DSS who want to obtain or maintain employment. Services are based on individualized needs and eligibility which may include but not be limited to:
 - Assessment outcomes
 - Evaluation of work potential and skills
 - Guidance and Counseling
 - Interpreting Services (American Sign Language & Foreign Languages)
 - Job Development and Placement
 - On-the-job Training
 - Supported Employment Services
 - Work Adjustment Training
2. The Local NCWorks Career Centers staff will determine customers/participants eligibility for employment-related services, including the nature and scope of those services. Eligibility will be determined as soon as there is sufficient information to decide that the person meets or does not meet the requirements for eligibility.
3. As appropriate, Local NCWorks Career Centers staff may complete an evaluation on each eligible individual to the degree necessary to determine the educational and employment goals.
4. The Local NCWorks Career Centers staff will share customers/participants employment services or employment-related services information with appropriate Local DSS personnel upon having a signed Consent for Release of Confidential Information as specified in 42 C.F.R. part 2 and 45 C.F.R. parts 160 & 164.
5. The Local NCWorks Career Centers staff will provide employment-related services, as long as the customer/participant is cooperative in the completion of his/her assessment.
6. The Local NCWorks Career Centers staff, as appropriate, will register or assist with registering Work First participants for work, provide job search activities, job placement, complete referrals to workforce development programs and community resources.
7. NCWorks (on-line database system) maintains documentation of those customers/participants registered, who are Work First participants, and tracks services provided to program participants if appropriate.
8. The local NCWorks Career Center will maintain a database that provides information to allow local DSS staff to verify work registration.
9. DWS will provide reasonable assistance to the Division of Social Services (DSS) in reviewing policies and procedures that govern DWS.

III. The Division of Social Services (DSS) agrees to:

1. Require Local DSS agencies to ensure that all eligible customers/participants who are required to job search are provided appropriate program services that are available. Services that DSS supervise and Local DSS may administer to families include but are not limited to:
 - Adoption Services
 - Benefit Diversion
 - Case Management Services
 - Child Placement Services
 - Child Protective Services
 - Emergency Assistance
 - Food and Nutrition Services
 - Intensive Family Preservation, Intensive Family Reunification, Adoption Promotion and Support, Family Preservation and Family Support Services
 - Job Bonus
 - LINKS Services for current and former youth in the Foster Care System
 - Low Income Energy Assistance Program (LIEAP)
 - Participation Expenses - For the allowance of participation in Work First work activities
 - Referrals, including referrals to Child Care, WIC Services, Community Resources such as Local NCWorks Career Centers, Consumer Credit Counseling Services, Chamber of Commerce, Community Colleges and Centers for Employment and Training, Child Support Services, Housing, Social Security, Health Support, In Home Aid Services, etc.
 - Transportation Assistance
 - Work First Monthly Cash Assistance
 - Work First Services to Families within the At or Below 200% of the Federal Poverty Level
 - Work Related Expenses
2. The Local DSS agencies will share customers/participants employment services or employment-related services information with appropriate Local NCWorks Career Centers staff upon having a signed Consent for Release of Confidential Information as specified in 42 C.F.R. part 2 and 45 C.F.R. parts 160 & 164.
3. Local DSS agencies are to include Local NCWorks Career Centers staff in any Child and Family Teams or in multidisciplinary meetings that involve planning with mutual customers/participants.
4. Involve Local NCWorks Career Centers staff in planning and policy discussions on issues that impact the population that the Local DSS serves.
5. Share new and/or revised research of federal and state laws and policies that will affect DWS and DSS collaboration in serving mutual populations.

PERFORMANCE MEASURES CHART

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

Measure Type	Outcome	Reporting Frequency	Quarterly
Measure	Quarterly meetings in order to discuss practices to assist the citizens of North Carolina to improve employment outcomes.		

Fiscal Year	2017	Preferred Trend	Maintain
Baseline Value	0		
Target Value	100% participation		
Data Source	Attendance sheets and agendas.		
Collection Process and Calculation	N/A		
Collection Frequency	Quarterly		



Watauga County
Department of Social Services

SOCIAL SERVICES BOARD
Lynn Patterson Chair
Sharon Breitenstein, Vice Chair
Charlie Wallin
Dawn Ward
Mary Smalling

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

Tom Hughes
Director

DSS Board Agenda
May 29, 2019

1. Call meeting to order (Lynn Patterson)
2. Review and approval of previous Board Minutes
3. Review of Social Services Data
4. Director report to DSS Board
 - a. DSS Budget Update
 - b. Medicaid – Managed Care Approach
 - c. Re-purposed positions July 1, 2019
 - d. Re-thinking Social Worker hours
 - e. Public outcry about County Budget increases
5. Closed Meeting if needed
6. General discussion and announcements
7. Next meeting is scheduled for June 26, 2019 at 4:00pm.

"If opportunity doesn't knock, built a door."
anonymous

Tom

CURRENT WATAUGA COUNTY DSS DATA**Numbers accurate through April, 2019****MEDICAID:** Family and Child Adult **MEDICAID TRANSPORTATION:** **FOOD AND NUTRITION:** **WORK FIRST:** Child only cases Total cases **Child Support Enforcement:** children served **ENERGY:** CIP Total spentLIEAP Total **DAY CARE SUBSIDY:** (non-Smart Start) children served**ADULT PROTECTIVE SERVICES:** APS reports made APS reports taken Outcome unsub Payee Guardianships, 2 guardianship situations pending

DSS monitored facility concerns

 adults are able to remain in their homes as an alternative to long-term care through SA.**CHILD PROTECTIVE SERVICES:** CPS reports made reports taken as abuse reports taken as neglect reports taken as dependency in-home services

68 children are being served through foster care program

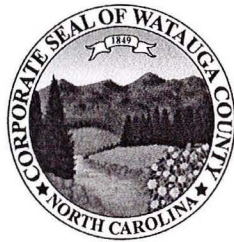
32 children with current plan of reunification

14 children with alternative permanent plan (guardianship, kinship custody, etc.)

15 children with plan of adoption.

7 children in expanded foster care (18-21 age group)

29 licensed foster parent homes



Watauga County
Department of Social Services

SOCIAL SERVICES BOARD
Lynn Patterson, Chair
Sharon Breitenstein, Vice Chair
Charlie Wallin
Dawn Ward
Mary Smalling

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

Tom Hughes
Director

May 22, 2019

Mr. Charlie Wallin
295 High Meadows Drive
Boone, NC 28607

Dear Mr. Wallin,

Our monthly Social Services Board Meeting will be held on May 29, 2019 at 4:00 p.m., at the Human Services Center. I am enclosing the agenda for the upcoming meeting and the minutes from our last meeting held on March 27, 2019.

I shall look forward to seeing you at our meeting.

Sincerely,

Tom Hughes
Director

TH:hp

Enclosures

AGENDA ITEM 8:**PROPOSED COURTROOM #2 RENOVATION PROPOSAL****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will request the Board approve a contract with Hemphill-Randel Associates for the design and engineering work for the Courtroom #2 renovations. Hemphill-Randel Associates is very familiar to the county having completed the last major renovation to the courthouse. Hemphill-Randel Associates fees for the project is \$18,800. The estimate for the renovations is \$126,800 considerably less than the initial plans projected at \$350,000. Staff believes the total project cost will be less with the utilization of in house staff to do a majority of the work.

Board approval, contingent upon county attorney review, is requested to approve the contract with Hemphill-Randel Associates for design and engineering services for Courtroom #2 renovations in the amount of \$18,800.



June 25, 2019

Robert Marsh
Watauga County Maintenance Department
969 West King St.
Boone, NC 28607

Re: Watauga County Courthouse Courtroom #2, 842 West King St.

Dear Robert:

Attached is the proposed floor plan for renovating Courtroom #2 at the existing county courthouse building that we discussed.

All new interior finishes will be provided: paint, wallpaper, ceiling tiles (ceiling grid to remain), and carpet. We'll provide a two or three color boards of suggested interior finishes. One will be chosen and if necessary we'll make some adjustments to the chosen color board for final approval. Carpet and wallpaper will be final selections. No substitutes will be permitted during the bid process.

13 new juror chairs will be provided to replace the existing along with wheelchair space for one handicapped juror. The back row of juror's chairs will be raised up one step by 6". The front row will be at the main floor level of the courtroom.

Total countertop space for the clerks will remain the same although it will be all one level which will make it more functional. The clerk countertop shifts closer to the center of the circle so in order to maintain the same countertop space the judge will lose about 10" of countertop length up front but will keep the same amount of countertop on the side.

The courtroom finishes will coordinate with the main courtroom so they have similar color scheme but will not be duplicated exactly. The public benches will remain and be refinished. Total public seating capacity will not be diminished. The attorney's tables will be refinished and the table tops replaced with solid surface countertops to coordinate with the clerk and judge countertops. The ceiling wood trim will likely be painted to coordinate with the overall scheme instead of being sanded and refinished. The enclosing interior walls will remain including the sloped hard ceiling.

No fixed seating or desk space is provided for the bailiff. The table for the court reporter will be re-used and the table-top replaced to coordinate with the interior finishes.

The sound system will be replaced and will include access to concealed wiring for future modifications. A local A/V vendor, selected by the Owner, will be used that is in the vicinity to provide guidance for equipment locations and specifications, power and cabling requirements for inclusion on the electrical

drawings. A 75" flat screen monitor will be wall mounted behind the clerk's desk for viewing recordings. A small flat screen monitor will be provided on the judge's countertop for convenient viewing of the same video. New microphones will be provided in the same locations as they are currently. The A/V vendor will make recommendations for locations of speakers.

No plumbing or mechanical changes will be required, nor are they included in the project scope.

New electrical will be provided at the clerk's and judge's desk. The floor boxes for the attorney's tables will be re-used which appear to have power, data, and microphone capabilities. The existing lighting has been recently upgraded. Modifications to interior lighting are not required, nor are they included in the project scope.

Our office will provide all required plans, details, and specifications for bidding the project and to obtain any necessary local permits. Any necessary specifications will be provided on the drawings. Due to the scope of the project state reviews will not be required.

Given the current project scope I anticipate that no more than two weeks will be required to complete construction. That can only be accomplished if we wait to start construction until all materials have been delivered and millwork fabricated. Either the county can provide suitable storage space for materials or allow the contractor and their subs to store materials at their facilities. Millwork is especially climate sensitive and would require storage in conditioned space. Due to the nature of construction, this project will have a significant portion of work required to be performed on nights and weekends in order to avoid disturbing activities in the large courtroom. The county should anticipate the need for security during off-hours. There will also be quiet work that should be permitted during business hours to help keep overall project costs under control.

The county will be responsible for providing any movable chair replacements if desired. If the courtroom is not being temporarily relocated elsewhere there may not be AOC related expenses for the IT system. That should be verified.

Based on the above scope I anticipate demolition and construction to be approximately \$90,000. Since a significant portion of work may be self-performed by the county there could be a significant savings that will bring the construction cost in well below \$90,000. Since this is an existing building the project contingency should be 10% or \$9,000.

Architectural / engineering fees will be \$18,800. The pre-bid conference, preconstruction conference, and site visits during construction have been removed from the architectural scope as requested. Our interior design consultant will meet with county / court personnel for interior finish selections. The project will be informally bid and subcontracted out by the county. We can use AIA B-105 which is a short form agreement between the Owner and Architect for small projects. Any printing or miscellaneous expenses will be reimbursed.

**WATAUGA COUNTY COURTROOM #2
RENOVATION ESTIMATE**

Renovation budget:	\$90,000
A/E fees:	\$18,800
10% Contingency:	\$9,000
Owner responsible items (movable furniture, Security, AOC expenses, etc. – place holder)	<u>\$9,000</u>
Total Project Budget:	\$126,800

If you have any questions, please feel free to call.

Frank Randel

Frank Randel
Project Architect

DRAFT AIA® Document B105™ - 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 26 » day of « June » in the year « -2019 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« Watauga County » « »
« 814 West King St. »
« Boone, NC 28607 »
« 828-265-8000 »

and the Architect:
(Name, legal status, address and other information)

« « Hemphill – Randel Associates, Inc. » « »
« PO Box 77438 »
« Charlotte, NC 28271 »
« 704-256-4876 »

for the following Project:
(Name, location and detailed description)

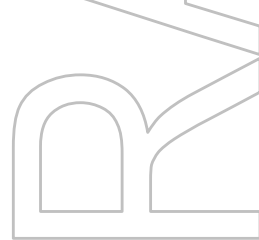
« Watauga County Courthouse Courtroom #2 Renovations »
« 842 West King St. »
« Boone, NC 28607 »

The Owner and Architect agree as follows.



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.

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



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document B105™ - 2017. Copyright © 1993, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This draft was produced by AIA software at 09:44:47 ET on 06/26/2019 under Order No. 7497033463 which expires on 06/25/2020, and is not for resale. (727208314)

ARTICLE 1 ARCHITECT’S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect’s services include the following consulting services, if any:

«Interior Design, Electrical »

During the Design Phase, the Architect shall review the Owner’s scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner’s approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, ~~in obtaining bids or proposals, and in awarding contracts for construction.~~

Formatted: Strikethrough

~~During the Construction Phase, the Architect shall act as the Owner’s representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect’s authority and responsibility during construction is described in AIA Document A105™ 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105 2017, those modifications shall not affect the Architect’s services under this Agreement, unless the Owner and Architect amend this Agreement.~~

Formatted: Strikethrough

~~No bidding or construction phase services are included in the contract with the exception of shop drawing reviews and technical support as required by the Owner.~~

Formatted: Font color: Accent 1

Formatted: Font color: Accent 1

Formatted: Font color: Accent 1

Formatted: Strikethrough

ARTICLE 2 OWNER’S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner’s information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

The Owner shall select a local A/V consultant for design assistance and coordination of the audio/visual system.

The Owner shall obtain bids or proposals and award contracts for construction. During the Construction Phase the Owner shall act as their own representative and provide administration of the Contract between the Owner and Contractor.

Formatted: Font color: Accent 1

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect’s Instruments of Service, and are for the Owner’s use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect’s Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner’s use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner’s failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services.

AIA Document B105™ – 2017. Copyright © 1993, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 09:44:47 ET on 06/26/2019 under Order No.7497033463 which expires on 06/25/2020, and is not for resale. User Notes: (727208314)

Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

«\$18,800 »

The Owner shall pay the Architect an initial payment of « » (\$ « 0 ») as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus «zero- » percent (« 0 » %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest from the date payment is due at the rate of « » percent (« » %) « », or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond « » (« ») months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

«The Owner may request Construction Phase site visits by the Architect or Engineer for an additional fee of \$1,100 per site visit.»

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

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)

Blank Page

AGENDA ITEM 9:

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 reports are for information only; therefore, no action is required.

Monthly Collections Report**Watauga County**

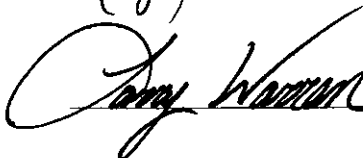
Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report June 2019

	<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>
General County					
Taxes 2018	63,000.75	15.84%	30,657,829.99	98.98%	98.81%
Prior Year Taxes	17,299.37		427,663.32		
Solid Waste User Fees	9,593.78	12.11%	2,549,453.40	98.11%	97.92%
Green Box Fees	267.45	NA	5,590.21	NA	NA
Total County Funds	\$90,161.35		\$33,640,536.92		
Fire Districts					
Foscoe Fire	1,253.22	15.12%	462,763.83	99.19%	98.91%
Boone Fire	3,852.08	25.06%	888,902.16	99.03%	98.74%
Fall Creek Service Dist.	12.33	4.50%	9,232.03	97.38%	98.75%
Beaver Dam Fire	360.80	10.07%	102,004.50	97.99%	98.24%
Stewart Simmons Fire	251.83	7.27%	227,934.59	99.30%	99.05%
Zionville Fire	987.42	14.52%	112,348.51	97.69%	97.45%
Cove Creek Fire	751.55	10.52%	235,650.79	98.43%	98.12%
Shawneehaw Fire	150.59	13.12%	97,462.54	99.45%	98.87%
Meat Camp Fire	1,465.76	21.07%	203,725.96	97.87%	97.68%
Deep Gap Fire	451.08	11.12%	186,752.20	98.45%	97.76%
Todd Fire	0.25	0.04%	60,859.59	99.03%	98.62%
Blowing Rock Fire	1,025.75	13.86%	476,157.06	98.81%	99.17%
M.C. Creston Fire	100.22	19.55%	5,932.14	95.12%	99.22%
Foscoe Service District	148.04	11.68%	73,264.91	99.27%	99.01%
Beech Mtn. Service Dist.	0.00	0.00%	1,603.04	99.50%	99.51%
Cove Creek Service Dist.	0.00	0.00%	324.15	100.00%	100.00%
Shawneehaw Service Dist	102.05	37.14%	6,237.23	97.38%	97.34%
	\$10,900.64		\$3,141,923.20		
Towns					
Boone	8,069.66	14.36%	5,818,009.92	99.49%	99.32%
Municipal Services	1,291.74	30.69%	131,883.41	99.23%	94.78%
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	\$9,361.40		\$5,949,893.33		
Total Amount Collected	\$110,423.39		\$42,732,353.45		



Tax Collections Director



Tax Administrator

AGENDA ITEM 9:

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.

06/28/2019 16:05
Larry.Warren

WATAUGA COUNTY
RELEASES - 06/01/2019 TO 06/28/2019

P 1
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT	
1561261 BIONDO, GERALD J BIONDO, MADELINE H 6725 SW 117TH ST MIAMI, FL 33156	RE 2014	8264	06/28/2019			0 G01	1,174.69	
	1940-72-9698-000			C05		SWF	80.00	
	REFUND RELEASE				6867			
	PROPERTY TAXED BY BOTH WATAUGA AND AVERY, SHOULD ONLY BE TAXED BY AVERY							1,254.69
1561261 BIONDO, GERALD J BIONDO, MADELINE H 6725 SW 117TH ST MIAMI, FL 33156	RE 2015	8274	06/28/2019			0 G01	1,174.69	
	1940-72-9698-000			C05		SWF	80.00	
	REFUND RELEASE				6868			
	PROPERTY TAXED BY BOTH WATAUGA AND AVERY, SHOULD ONLY BE TAXED BY AVERY							1,254.69
1561261 BIONDO, GERALD J BIONDO, MADELINE H 6725 SW 117TH ST MIAMI, FL 33156	RE 2016	8299	06/28/2019			0 G01	1,174.69	
	1940-72-9698-000			C05		SWF	80.00	
	REFUND RELEASE				6869			
	PROPERTY TAXED BY BOTH WATAUGA AND AVERY, SHOULD ONLY BE TAXED BY AVERY							1,254.69
1561261 BIONDO, GERALD J BIONDO, MADELINE H 6725 SW 117TH ST MIAMI, FL 33156	RE 2017	8386	06/28/2019			0 G01	1,324.81	
	1940-72-9698-000			C05		SWF	80.00	
	REFUND RELEASE				6870			
	PROPERTY TAXED BY BOTH WATAUGA AND AVERY, SHOULD ONLY BE TAXED BY AVERY							1,404.81
1561261 BIONDO, GERALD J BIONDO, MADELINE H 6725 SW 117TH ST MIAMI, FL 33156	RE 2018	8435	06/28/2019			0 G01	1,324.81	
	1940-72-9698-000			C05		SWF	80.00	
	REFUND RELEASE				6871			
	PROPERTY TAXED BY BOTH WATAUGA AND AVERY, SHOULD ONLY BE TAXED BY AVERY							1,404.81
DETAIL SUMMARY		COUNT: 5		RELEASES - TOTAL		0	6,573.69	

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2014	RE	G01	WATAUGA COUNTY RE	1,174.69
2014	RE	SWF	SOLID WASTE USER FEE	80.00
			2014 TOTAL	1,254.69
2015	RE	G01	WATAUGA COUNTY RE	1,174.69
2015	RE	SWF	SANITATION USER FEE	80.00
			2015 TOTAL	1,254.69
2016	RE	G01	WATAUGA COUNTY RE	1,174.69
2016	RE	SWF	SANITATION USER FEE	80.00
			2016 TOTAL	1,254.69
2017	RE	G01	WATAUGA COUNTY RE	1,324.81
2017	RE	SWF	SANITATION USER FEE	80.00
			2017 TOTAL	1,404.81
2018	RE	G01	WATAUGA COUNTY RE	1,324.81
2018	RE	SWF	SANITATION USER FEE	80.00
			2018 TOTAL	1,404.81
			SUMMARY TOTAL	6,573.69

06/28/2019 16:05
 Larry.Warren

 WATAUGA COUNTY
 RELEASES - 06/01/2019 TO 06/28/2019

 P 3
 tncrapt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C05	2014	G01	WATAUGA COUNTY RE	1,174.69
C05	2014	SWF	SOLID WASTE USER FEE	80.00
C05	2015	G01	WATAUGA COUNTY RE	1,174.69
C05	2015	SWF	SANITATION USER FEE	80.00
C05	2016	G01	WATAUGA COUNTY RE	1,174.69
C05	2016	SWF	SANITATION USER FEE	80.00
C05	2017	G01	WATAUGA COUNTY RE	1,324.81
C05	2017	SWF	SANITATION USER FEE	80.00
C05	2018	G01	WATAUGA COUNTY RE	1,324.81
C05	2018	SWF	SANITATION USER FEE	80.00
			C05 TOTAL	6,573.69
			SUMMARY TOTAL	6,573.69

AGENDA ITEM 9:**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 23, 2019

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 2018 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>31,012,824.25</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>64,670.73</u>
C. All other sums charged and debits.	\$	<u>(565.15)</u>
TOTAL CHARGE	\$	<u><u>31,076,929.83</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>30,976,131.95</u>
B. Interest.	\$	<u>64,670.73</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>NA</u>
D. Releases duly allowed by the governing body.	\$	<u>(280,563.73)</u>
E. Discounts allowed by law.	\$	<u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>NA</u>
TOTAL CREDIT	\$	<u><u>30,760,238.95</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>316,690.88</u>
TOTAL	\$	<u><u>31,076,929.83</u></u>

Annual Settlement of Tax Collector TOWN OF BOONE
 FY 2018 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> 5,827,711.91</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u> 8,611.72</u>
C. All other sums charged and debits.		\$ <u> 0.00</u>
TOTAL CHARGE		\$ <u> 5,836,323.63</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> 5,780,376.06</u>
B. Interest.		\$ <u> 8,611.72</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u> NA</u>
D. Releases duly allowed by the governing body.		\$ <u> 17,613.88</u>
E. Discounts allowed by law.		\$ <u> NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u> NA</u>
TOTAL CREDIT		\$ <u> 5,806,601.66</u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u> 29,721.97</u>
---	--	-------------------------------

TOTAL		\$ <u> 5,836,323.63</u>
-------	--	----------------------------------

Annual Settlement of Tax Collector TOWN OF BLOWING ROCK
 FY 2018 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> 0.00</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u> 0.00</u>
C. All other sums charged and debits.		\$ <u> 0.00</u>
TOTAL CHARGE		\$ <u><u> 0.00</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> 0.00</u>
B. Interest.		\$ <u> 0.00</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u> NA</u>
D. Releases duly allowed by the governing body.		\$ <u> 0.00</u>
E. Discounts allowed by law.		\$ <u> NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u> NA</u>
TOTAL CREDIT		\$ <u><u> 0.00</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u> 0.00</u>
---	--	------------------------------------

TOTAL		\$ <u><u> 0.00</u></u>
-------	--	---

Annual Settlement of Tax Collector TOWN OF SEVEN DEVILS
 FY 2018 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.		\$	0.00
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		\$	0.00

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.		\$	0.00
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).		\$	NA
D. Releases duly allowed by the governing body.		\$	0.00
E. Discounts allowed by law.		\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$	NA
TOTAL CREDIT		\$	0.00

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$	0.00
---	--	----	------

TOTAL		\$	0.00
-------	--	----	------

Annual Settlement of Tax Collector TOWN OF BEECH MOUNTAIN
FY 2018 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.	\$	0.00
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			0.00

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.	\$	0.00
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).	\$	NA
D.	Releases duly allowed by the governing body.	\$	0.00
E.	Discounts allowed by law.	\$	NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT			0.00

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	0.00
---	----	------

TOTAL	\$	0.00
-------	----	------

Annual Settlement of Tax Collector FOSCOE FIRE DISTRICT
 FY 2018 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>459,202.62</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>868.57</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
	TOTAL CHARGE	\$ <u><u>460,071.19</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>455,026.38</u>
B.	Interest.	\$ <u>868.57</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>479.67</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
	TOTAL CREDIT	\$ <u><u>456,374.62</u></u>

	RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>3,696.57</u>
	TOTAL	\$ <u><u>460,071.19</u></u>

Annual Settlement of Tax Collector BOONE FIRE DISTRICT
 FY 2018 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>883,173.53</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>1,687.55</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>884,861.08</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>870,126.29</u>
B. Interest.		\$ <u>1,687.55</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u>NA</u>
D. Releases duly allowed by the governing body.		\$ <u>4,531.36</u>
E. Discounts allowed by law.		\$ <u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>876,345.20</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>8,515.88</u>
---	--	--------------------

		\$ <u><u>884,861.08</u></u>
--	--	-----------------------------

Annual Settlement of Tax Collector FALL CREEK
 FY 2018 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>9,368.44</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>33.75</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>9,402.19</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 received for by a proper official of the unit.		\$ <u>9,103.01</u>
B. Interest.		\$ <u>33.75</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u>NA</u>
D. Releases duly allowed by the governing body.		\$ <u>20.31</u>
E. Discounts allowed by law.		\$ <u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>9,157.07</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>245.12</u>
TOTAL		\$ <u><u>9,402.19</u></u>

Annual Settlement of Tax Collector BEAVER DAM FIRE DISTRICT
 FY 2018 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>101,625.58</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>369.28</u>
C. All other sums charged and debits.	\$	<u>(80.05)</u>
TOTAL CHARGE	\$	<u><u>101,914.81</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>98,969.08</u>
B. Interest.	\$	<u>369.28</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>NA</u>
D. Releases duly allowed by the governing body.	\$	<u>550.54</u>
E. Discounts allowed by law.	\$	<u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>NA</u>
TOTAL CREDIT	\$	<u><u>99,888.90</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>2,025.91</u>
TOTAL	\$	<u><u>101,914.81</u></u>

Annual Settlement of Tax Collector STEWART SIMMONS FIRE DISTRICT
 FY 2018 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>227,260.59</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>777.62</u>
C.	All other sums charged and debits.	\$	<u>0.00</u>
	TOTAL CHARGE	\$	<u><u>228,038.21</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 received for by a proper official of the unit.	\$	<u>224,227.33</u>
B.	Interest.	\$	<u>777.62</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>NA</u>
D.	Releases duly allowed by the governing body.	\$	<u>1,463.70</u>
E.	Discounts allowed by law.	\$	<u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>NA</u>
	TOTAL CREDIT	\$	<u><u>226,468.65</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>1,569.56</u>
---	----	-----------------

TOTAL	\$	<u><u>228,038.21</u></u>
-------	----	--------------------------

Annual Settlement of Tax Collector ZIONVILLE FIRE DISTRICT
 FY 2018 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> 112,035.89</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u> 307.22</u>
C. All other sums charged and debits.		\$ <u> 0.00</u>
TOTAL CHARGE		\$ <u><u> 112,343.11</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> 109,011.13</u>
B. Interest.		\$ <u> 307.22</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u> NA</u>
D. Releases duly allowed by the governing body.		\$ <u> 445.33</u>
E. Discounts allowed by law.		\$ <u> NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u> NA</u>
TOTAL CREDIT		\$ <u><u> 109,763.68</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u> 2,579.43</u>
TOTAL		\$ <u><u> 112,343.11</u></u>

Annual Settlement of Tax Collector COVE CREEK FIRE DISTRICT
 FY 2018 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>234,711.87</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>712.33</u>
C.	All other sums charged and debits.	\$	<u>0.00</u>
	TOTAL CHARGE	\$	<u><u>235,424.20</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>230,592.94</u>
B.	Interest.	\$	<u>712.33</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>NA</u>
D.	Releases duly allowed by the governing body.	\$	<u>450.21</u>
E.	Discounts allowed by law.	\$	<u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>NA</u>
	TOTAL CREDIT	\$	<u><u>231,755.48</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>3,668.72</u>
---	----	-----------------

TOTAL	\$	<u><u>235,424.20</u></u>
-------	----	--------------------------

Annual Settlement of Tax Collector SHAWNEEHAW FIRE DISTRICT
 FY 2018 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>96,296.11</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>224.43</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
	TOTAL CHARGE	\$ <u><u>96,520.54</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>95,325.18</u>
B.	Interest.	\$ <u>224.43</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
	Releases duly allowed by the governing body.	\$ <u>447.21</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
	TOTAL CREDIT	\$ <u><u>95,996.82</u></u>

	RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>523.72</u>
	TOTAL	\$ <u><u>96,520.54</u></u>

Annual Settlement of Tax Collector MEAT CAMP FIRE DISTRICT
 FY 2018 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>202,301.13</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>585.55</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>202,886.68</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>197,798.09</u>
B. Interest.		\$ <u>585.55</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u>NA</u>
D. Releases duly allowed by the governing body.		\$ <u>190.44</u>
E. Discounts allowed by law.		\$ <u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>198,574.08</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>4,312.60</u>
TOTAL		\$ <u><u>202,886.68</u></u>

Annual Settlement of Tax Collector DEEP GAP FIRE DISTRICT
 FY 2018 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>183,659.69</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>497.12</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>184,156.81</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 received for by a proper official of the unit.		\$ <u>180,688.92</u>
B. Interest.		\$ <u>497.12</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u>NA</u>
D. Releases duly allowed by the governing body.		\$ <u>125.29</u>
E. Discounts allowed by law.		\$ <u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>181,311.33</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>2,845.48</u>
TOTAL		\$ <u><u>184,156.81</u></u>

Annual Settlement of Tax Collector TODD FIRE DISTRICT
 FY 2018 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>60,904.83</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>148.39</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>61,053.22</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 received for by a proper official of the unit.	\$ <u>60,078.99</u>
B.	Interest.	\$ <u>148.39</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>235.27</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>60,462.65</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>590.57</u>
---	------------------

TOTAL	\$ <u><u>61,053.22</u></u>
-------	----------------------------

Annual Settlement of Tax Collector BLOWING ROCK FIRE DISTRICT
 FY 2018 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>478,139.71</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>829.02</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>478,968.73</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 received for by a proper official of the unit.		\$ <u>469,476.91</u>
B. Interest.		\$ <u>829.02</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u>NA</u>
D. Releases duly allowed by the governing body.		\$ <u>2,989.57</u>
E. Discounts allowed by law.		\$ <u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>473,295.50</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>5,673.23</u>
---	--	--------------------

		\$ <u><u>478,968.73</u></u>
--	--	-----------------------------

Annual Settlement of Tax Collector MEAT CAMP-CRESTON FIRE DISTRICT
 FY 2018 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.	\$	6,043.39
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	21.13
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	6,064.52

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.	\$	5,716.87
B. Interest.	\$	21.13
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D. Releases duly allowed by the governing body.	\$	33.14
E. Discounts allowed by law.	\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT	\$	5,771.14

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	293.38
TOTAL	\$	6,064.52

Annual Settlement of Tax Collector FOSCOE SERVICE DISTRICT
 FY 2018 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>72,581.24</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>406.17</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
	TOTAL CHARGE	\$ <u><u>72,987.41</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>72,038.50</u>
B.	Interest.	\$ <u>406.17</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>13.91</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
	TOTAL CREDIT	\$ <u><u>72,458.58</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). \$ 528.83

TOTAL \$ 72,987.14

Annual Settlement of Tax Collector BEECH MTN. SERVICE DISTRICT
 FY 2018 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>1,588.67</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>22.39</u>
C.	All other sums charged and debits.	\$	<u>0.00</u>
	TOTAL CHARGE	\$	<u><u>1,611.06</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>1,580.41</u>
B.	Interest.	\$	<u>22.39</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>NA</u>
D.	Releases duly allowed by the governing body.	\$	<u>0.24</u>
E.	Discounts allowed by law.	\$	<u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>NA</u>
	TOTAL CREDIT	\$	<u><u>1,603.04</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>8.02</u>
---	----	-------------

TOTAL	\$	<u><u>1,611.06</u></u>
-------	----	------------------------

Annual Settlement of Tax Collector COVE CREEK SERVICE DISTRICT
 FY 2018 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>324.15</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>0.00</u>
C.	All other sums charged and debits.	\$	<u>0.00</u>
	TOTAL CHARGE	\$	<u><u>324.15</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>324.15</u>
B.	Interest.	\$	<u>0.00</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>NA</u>
D.	Releases duly allowed by the governing body.	\$	<u>0.00</u>
E.	Discounts allowed by law.	\$	<u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>NA</u>
	TOTAL CREDIT	\$	<u><u>324.15</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>0.00</u>
---	----	-------------

TOTAL	\$	<u><u>324.15</u></u>
-------	----	----------------------

Annual Settlement of Tax Collector SHAWNEEHAW SERVICE DISTRICT
 FY 2018 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>6,289.59</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>34.20</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>6,323.79</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 received for by a proper official of the unit.		\$ <u>6,125.94</u>
B. Interest.		\$ <u>34.20</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u>NA</u>
D. Releases duly allowed by the governing body.		\$ <u>0.03</u>
E. Discounts allowed by law.		\$ <u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>6,160.17</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>163.62</u>
---	--	------------------

TOTAL		\$ <u><u>6,323.79</u></u>
-------	--	---------------------------

Annual Settlement of Tax Collector MUNICIPAL SERVICE DISTRICT
 FY 2018 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>130,276.48</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>243.67</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>130,520.15</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>129,266.62</u>
B. Interest.		\$ <u>243.67</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u>NA</u>
D. Releases duly allowed by the governing body.		\$ <u>7.83</u>
E. Discounts allowed by law.		\$ <u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>129,518.12</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>1,001.93</u>
TOTAL		\$ <u><u>130,520.15</u></u>

ANNUAL SETTLEMENT OF TAX COLLECTOR
WATAUGA COUNTY

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 882,115.27

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 366,580.92

B. 2008 taxes written off \$ 12,876.52

C. Adjustments \$ 1,664.33

TOTAL CREDITS \$ 381,121.77

Prior Year Taxes @ 6/30/19 \$ 500,993.50

TOTAL \$ 882,115.27

ANNUAL SETTLEMENT OF TAX COLLECTOR

TOWN OF BOONE

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 106,280.66

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 25,633.43

B. 2008 taxes written off \$ 2,723.29

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 28,356.72

Prior Year Taxes @ 6/30/19 \$ 77,923.94

TOTAL \$ 106,280.66

ANNUAL SETTLEMENT OF TAX COLLECTOR

TOWN OF BLOWING ROCK

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 198.16

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 0.00

B. 2008 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 0.00

Prior Year Taxes @ 6/30/19 \$ 198.16

TOTAL \$ 198.16

ANNUAL SETTLEMENT OF TAX COLLECTOR
TOWN OF BEECH MOUNTAIN

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 1.77

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 0.00

B. 2008 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 0.00

Prior Year Taxes @ 6/30/19 \$ 1.77

TOTAL \$ 1.77

ANNUAL SETTLEMENT OF TAX COLLECTOR

FOSCOE FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 13,984.23

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 5,586.25

B. 2008 taxes written off \$ 134.19

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 5,720.44

Prior Year Taxes @ 6/30/19 \$ 8,263.79

TOTAL \$ 13,984.23

ANNUAL SETTLEMENT OF TAX COLLECTOR
BOONE FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 26,113.54

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 14,246.58

B. 2008 taxes written off \$ 443.96

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 14,690.54

Prior Year Taxes @ 6/30/19 \$ 11,423.00

TOTAL \$ 26,113.54

ANNUAL SETTLEMENT OF TAX COLLECTOR

FALL CREEK

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 261.20

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 69.65

B. 2008 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 69.65

Prior Year Taxes @ 6/30/19 \$ 191.55

TOTAL \$ 261.20

ANNUAL SETTLEMENT OF TAX COLLECTOR
BEAVER DAM FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 5,973.00

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 2,059.29

B. 2008 taxes written off \$ 16.74

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 2,076.03

Prior Year Taxes @ 6/30/19 \$ 3,896.97

TOTAL \$ 5,973.00

ANNUAL SETTLEMENT OF TAX COLLECTOR
STEWART SIMMONS FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 5,147.99

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 2,554.16

B. 2008 taxes written off \$ 59.49

C. Adjustments \$ 261.92

TOTAL CREDITS \$ 2,875.57

Prior Year Taxes @ 6/30/19 \$ 2,272.42

TOTAL \$ 5,147.99

ANNUAL SETTLEMENT OF TAX COLLECTOR
ZIONVILLE FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 7,302.73

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 2,576.32

B. 2008 taxes written off \$ 123.07

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 2,699.39

Prior Year Taxes @ 6/30/19 \$ 4,603.34

TOTAL \$ 7,302.73

ANNUAL SETTLEMENT OF TAX COLLECTOR
COVE CREEK FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 11,799.28

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 3,692.02

B. 2008 taxes written off \$ 317.32

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 4,009.34

Prior Year Taxes @ 6/30/19 \$ 7,789.94

TOTAL \$ 11,799.28

ANNUAL SETTLEMENT OF TAX COLLECTOR
SHAWNEEHAW FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 3,788.42

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 1,508.88

B. 2008 taxes written off \$ 4.42

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 1,513.30

Prior Year Taxes @ 6/30/19 \$ 2,275.12

TOTAL \$ 3,788.42

ANNUAL SETTLEMENT OF TAX COLLECTOR
MEAT CAMP FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 12,980.68

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 4,444.12

B. 2008 taxes written off \$ 85.77

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 4,529.89

Prior Year Taxes @ 6/30/19 \$ 8,450.79

TOTAL \$ 12,980.68

ANNUAL SETTLEMENT OF TAX COLLECTOR
DEEP GAP FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 9,777.10

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 4,641.99

B. 2008 taxes written off \$ 152.77

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 4,794.76

Prior Year Taxes @ 6/30/19 \$ 4,982.34

TOTAL \$ 9,777.10

ANNUAL SETTLEMENT OF TAX COLLECTOR

TODD FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 1,013.87

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 596.89

B. 2008 taxes written off \$ 47.02

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 643.91

Prior Year Taxes @ 6/30/19 \$ 369.96

TOTAL \$ 1,013.87

ANNUAL SETTLEMENT OF TAX COLLECTOR
BLOWING ROCK FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 8,381.05

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 5,403.86

B. 2008 taxes written off \$ 36.56

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 5,440.42

Prior Year Taxes @ 6/30/19 \$ 2,940.63

TOTAL \$ 8,381.05

ANNUAL SETTLEMENT OF TAX COLLECTOR
MEAT CAMP-CRESTON FIRE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 652.60

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 139.70

B. 2008 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 139.70

Prior Year Taxes @ 6/30/19 \$ 512.90

TOTAL \$ 652.60

ANNUAL SETTLEMENT OF TAX COLLECTOR

FOSCOE SERVICE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 1,704.27

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 820.13

B. 2008 taxes written off \$ 1.88

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 822.01

Prior Year Taxes @ 6/30/19 \$ 882.26

TOTAL \$ 1,704.27

ANNUAL SETTLEMENT OF TAX COLLECTOR

BEECH MTN. SERVICE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 12.05

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 0.00

B. 2008 taxes written off \$ 0.25

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 0.25

Prior Year Taxes @ 6/30/19 \$ 11.80

TOTAL \$ 12.05

ANNUAL SETTLEMENT OF TAX COLLECTOR
COVE CREEK SERVICE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 0.00

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 0.00

B. 2008 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 0.00

Prior Year Taxes @ 6/30/19 \$ 0.00

TOTAL \$ 0.00

ANNUAL SETTLEMENT OF TAX COLLECTOR
SHAWNEEHAW SERVICE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 439.65

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 96.28

B. 2008 taxes written off \$ 0.00

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 96.28

Prior Year Taxes @ 6/30/19 \$ 343.37

TOTAL \$ 439.65

ANNUAL SETTLEMENT OF TAX COLLECTOR
GREEN BOX FEES

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 23,240.82

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 4,732.14

B. 2008 taxes written off \$ 2,692.17

C. Adjustments \$ 100.00

TOTAL CREDITS \$ 7,524.31

Prior Year Taxes @ 6/30/19 \$ 15,716.51

TOTAL \$ 23,240.82

ANNUAL SETTLEMENT OF TAX COLLECTOR
SOLID WASTE USER FEE

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2008-2017</u>	\$	<u>194,781.20</u>
----	------------------------------------	----	-------------------

TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>56,746.13</u>
----	--------------------------	----	------------------

B.	2008 taxes written off	\$	<u>7,125.69</u>
----	------------------------	----	-----------------

C.	Adjustments	\$	<u>560.83</u>
----	-------------	----	---------------

	TOTAL CREDITS	\$	<u>64,432.65</u>
--	---------------	----	------------------

Prior Year Taxes @ <u>6/30/19</u>	\$	<u>130,348.55</u>
-----------------------------------	----	-------------------

	TOTAL	\$	<u>194,781.20</u>
--	-------	----	-------------------

ANNUAL SETTLEMENT OF TAX COLLECTOR
MUNICIPAL SERVICE DISTRICT

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Prior Years Taxes 2008-2017 \$ 8,250.53

TAX COLLECTOR'S CREDIT

A. Collections and Releases \$ 2,163.02

B. 2008 taxes written off \$ 10.53

C. Adjustments \$ 0.00

TOTAL CREDITS \$ 2,173.55

Prior Year Taxes @ 6/30/19 \$ 6,076.98

TOTAL \$ 8,250.53

ANNUAL SETTLEMENT OF TAX COLLECTOR

BOONE MV FEE

Prior year FY 2018-2019 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2008-2017</u>	\$	<u>8.80</u>
----	-------------------	------------------	----	-------------

TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>0.00</u>
----	--------------------------	--	----	-------------

B.	<u>2008</u> taxes written off		\$	<u>0.00</u>
----	-------------------------------	--	----	-------------

C.	Adjustments		\$	<u>0.00</u>
----	-------------	--	----	-------------

	TOTAL CREDITS		\$	<u>0.00</u>
--	---------------	--	----	-------------

	Prior Year Taxes	@ <u>6/30/19</u>	\$	<u>8.80</u>
--	------------------	------------------	----	-------------

	TOTAL		\$	<u>8.80</u>
--	-------	--	----	-------------

Blank Page

AGENDA ITEM 9:

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.

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 _____ 2019

(SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS
OF WATAUGA COUNTY

ATTEST:

CLERK OF BOARD OF COMMISSIONERS
COUNTY OF WATAUGA

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 - FY 2018/19
DATE: July 23, 2019

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

105911	471000	NC Lottery Funds	167,000
105911	470043	Roof Renovations	167,000

To allocate funds for NC Lottery projects as requested by the Watauga County Schools and approved by NC DPI.

AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Proposed License Agreement Renewal – American Red Cross*****MANAGER’S COMMENTS:**

The American Red Cross is requesting the Board consider a renewal of their existing license agreement for the office space at the Health Department building. The current license agreement is for two (2) years that began March 23, 2018 and ends March 31, 2020. Staff is unclear as to why the Red Cross would like to initiate the process early.

Staff would recommend waiting closer to the expiration of the current license agreement to begin the process. The process would begin with the Board adopting a resolution and allowing 10 days to pass before officially adopting the resolution.

Staff seeks direction from the Board.

PROPOSED LEASE

STANDARD FORM OF SPACE LICENSE AGREEMENT FOR THE TEMPORARY USE OF FACILITIES

(CUBICLE OR ROOM)

TERMS AND CONDITIONS

Effective Date: The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensor and Licensee on this Form.

Owner of the Facility (the "Licensor"):

Watauga County

Legal Name of the User of the Room (the "Licensee"):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

Date Upon which the Licensee May Begin to Use the Room (the "Start Date"):

4/1/2020

Date Upon Which the Licensee Must Vacate the Room (the "Expiration Date"):

3/31/2022

Building Owner and Licensor's Business Address:

814 West King St, Boone, NC 28607

Room User and Licensee's Business Address:

9450 SW Gemini Dr., #75048, Beaverton, OR 97008-7105

Street Address of the Building Where the Room is Located:

126 Poplar Grove Ext, Suite 202, Boone, NC 28607

Permitted Use(s) of Licensed Room (check those applicable):

- General Office
 Training and/or Testing
 Storage

Description of Licensed Room:

90 SF; office space, storage

This Temporary Space License Agreement (the "Agreement") is dated and intended to be effective as of the Effective Date set forth above, and made by and between the Licensor and the Licensee named above. Under the Agreement, the Licensee is permitted to use and occupy, on a temporary basis, the space described above (the "Room") in the Building at the Location set forth above (the "Building").

1. **Grant of License.** Licensor grants Licensee the right to use the Room for the Permitted Use(s) described above. This license includes reasonable ingress and egress to and from the Room through the Building's common areas. Licensee shall not have the right to use any other space in the Building (such as library, conference rooms, break room, coffee room) or any equipment belonging to Licensor unless the Licensor gives written permission to do so. This Agreement is not a lease and Licensee is granted no leasehold interest in the Room.
2. **Term.** Licensee's right to use the Premises shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Licensee shall vacate the Room. Licensee shall repair all damage caused by Licensee's occupancy, at Licensee's sole cost and expense.
3. **Early Termination.** Either party may terminate this agreement for any reason upon thirty (30) days prior notice to the other party.
4. **License Fee.** Licensee shall pay, as a license fee, the amount of \$ 1.00 per year.

5. Licensee's Conduct. Licensee agrees to keep the Room in good condition and promptly repair all damage to the Premises or the Building caused by Licensee's negligence, and not to disrupt, adversely affect or interfere with other occupants of the Building.
6. Condition of Premises and Building. Licensor makes no warranty or representation about the Room or the Building. Licensee accepts the same "AS IS." Licensor is under no obligation to prepare or repair the Room or the Building for Licensee.
7. Indemnification. Licensee shall defend, hold harmless, and indemnify Licensor against any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the said Licensee during its use of the Room.
8. Insurance. Licensee shall carry the following insurance coverage:
 - A. Commercial General Liability with an occurrence limit of at least one-million dollars (\$1,000,000) and an aggregate limit of at least two-million dollars (\$2,000,000);
 - B. Commercial Automobile Liability with a combined single limit of at least one-million dollars (\$1,000,000);
 - C. Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at least one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) disease – each employee and one million dollars (\$1,000,000.00) disease – policy limit.
9. Licensor's Right to Revoke License. Upon reasonable prior written notice to Licensee, Licensor may revoke the license represented by this Agreement if Licensee (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Licensor describing same. If this license is so revoked, Licensee shall forthwith vacate the Room in a neat and orderly manner. Licensor shall have all rights and remedies available to it under applicable law.
10. No Assignment. Licensee shall not, and shall not have any right to, assign or transfer, or sublicense this Agreement. Licensor shall have no obligation to consider or approve any such transfer, regardless of the circumstances.

11. Casualty or Condemnation Affecting Premises. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Room, this License shall terminate and Licensee shall have no right to restoration of the Room or to receive any compensation whatsoever.
12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.
13. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which the Building is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.
14. Brokers/Consultants. Licenser and Licensee each represent to the other that there is no broker in this transaction. Each party shall indemnify the other against the claims of any broker.
15. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

Signatures are on the next page.

AMERICAN NATIONAL RED CROSS
AND "LICENSEE:"

By: _____

(Signature)

Name: Phillip E. Olsberg

Title: Director, Real Estate Services

Date:

**BUILDING OWNER AND
"LICENSOR:"**

By: _____

(Signature)

Name:

Title:

Date:

CURRENT LEASE

STANDARD FORM OF SPACE LICENSE AGREEMENT FOR THE TEMPORARY USE OF FACILITIES

(CUBICLE OR ROOM)

TERMS AND CONDITIONS

Effective Date: The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensor and Licensee on this Form.

Owner of the Facility (the "Licensor"):

Watauga County

Legal Name of the User of the Room (the "Licensee"):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

Date Upon which the Licensee May Begin to Use the Room (the "Start Date"):

3/23/2018

Date Upon Which the Licensee Must Vacate the Room (the "Expiration Date"):

3/31/2020

Building Owner and Licensor's Business Address:

814 West King St, Boone, NC 28607

Room User and Licensee's Business Address:

9450 SW Gemini Dr., #75048, Beaverton, OR 97008-7105

Street Address of the Building Where the Room is Located:

126 Poplar Grove Ext, Suite 202, Boone, NC 28607

Permitted Use(s) of Licensed Room (check those applicable):

- General Office
 Training and/or Testing
 Storage

Description of Licensed Room:

90 SF; office space, storage

This Temporary Space License Agreement (the "Agreement") is dated and intended to be effective as of the Effective Date set forth above, and made by and between the Licenser and the Licensee named above. Under the Agreement, the Licensee is permitted to use and occupy, on a temporary basis, the space described above (the "Room") in the Building at the Location set forth above (the "Building").

1. **Grant of License.** Licenser grants Licensee the right to use the Room for the Permitted Use(s) described above. This license includes reasonable ingress and egress to and from the Room through the Building's common areas. Licensee shall not have the right to use any other space in the Building (such as library, conference rooms, break room, coffee room) or any equipment belonging to Licenser unless the Licenser gives written permission to do so. This Agreement is not a lease and Licensee is granted no leasehold interest in the Room.
2. **Term.** Licensee's right to use the Premises shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Licensee shall vacate the Room. Licensee shall repair all damage caused by Licensee's occupancy, at Licensee's sole cost and expense.
3. **Early Termination.** Either party may terminate this agreement for any reason upon thirty (30) days prior notice to the other party.
4. **License Fee.** Licensee shall pay, as a license fee, the amount of \$ 1.00 per year.

5. Licensee's Conduct. Licensee agrees to keep the Room in good condition and promptly repair all damage to the Premises or the Building caused by Licensee's negligence, and not to disrupt, adversely affect or interfere with other occupants of the Building.
6. Condition of Premises and Building. Licensor makes no warranty or representation about the Room or the Building. Licensee accepts the same "AS IS." Licensor is under no obligation to prepare or repair the Room or the Building for Licensee.
7. Indemnification. Licensee shall defend, hold harmless, and indemnify Licensor against any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the said Licensee during its use of the Room.
8. Insurance. Licensee shall carry the following insurance coverage:
 - A. Commercial General Liability with an occurrence limit of at least one-million dollars (\$1,000,000) and an aggregate limit of at least two-million dollars (\$2,000,000);
 - B. Commercial Automobile Liability with a combined single limit of at least one-million dollars (\$1,000,000);
 - C. Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at least one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) disease – each employee and one million dollars (\$1,000,000.00) disease – policy limit.
9. Licensor's Right to Revoke License. Upon reasonable prior written notice to Licensee, Licensor may revoke the license represented by this Agreement if Licensee (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Licensor describing same. If this license is so revoked, Licensee shall forthwith vacate the Room in a neat and orderly manner. Licensor shall have all rights and remedies available to it under applicable law.
10. No Assignment. Licensee shall not, and shall not have any right to, assign or transfer, or sublicense this Agreement. Licensor shall have no obligation to consider or approve any such transfer, regardless of the circumstances.

11. Casualty or Condemnation Affecting Premises. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Room, this License shall terminate and Licensee shall have no right to restoration of the Room or to receive any compensation whatsoever.
12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.
13. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which the Building is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.
14. Brokers/Consultants. Licensor and Licensee each represent to the other that there is no broker in this transaction. Each party shall indemnify the other against the claims of any broker.
15. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

Signatures are on the next page.

AMERICAN NATIONAL RED CROSS
AND "LICENSEE:"

By: Phillip E. Olsberg
(Signature)

Name: Phillip E. Olsberg
Title: Director, Real Estate Services
Date: JUNE 18, 2018

BUILDING OWNER AND
"LICENSOR:"

By: J. Hahl
(Signature)

Name:
Title:
Date:

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

6-5-18 Margaret Rice
Date Finance Director

Blank Page

AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Proposed Renewal of ASU Greenhouse Lease*****MANAGER'S COMMENTS:**

Appalachian State University Foundation is requesting the renewal of the lease for the greenhouse located at the Watauga County Landfill.

Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at its next regular meeting.

The Board will need to adopt the attached resolution and then approve the lease at the August 20th, 2019 Board meeting to fulfill the advertisement requirement.

Staff seeks direction from the Board.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

DRAFT

Resolution of Watauga County Board of County Commissioners

Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on July 23, 2019, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manger, of Watauga County to lease to the Appalachian State University Foundation, Inc., a certain property located adjacent to the Watauga County Methane Flare Station described as a point 2 feet from the Landfill Road directly south of the power pole proceeding east along Landfill Road 160 feet and heading due south from those two points to the Watauga County property line in Watauga County, North Carolina, for a term of three (3) years. The rent to be paid by the Appalachian State University Foundation to Watauga County during the term of the lease is One Dollar (\$1.00) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 23rd day of July, 2019.

John Welch, Chairman
Watauga County Board of County Commissioners

ATTEST:

Anita Fogle, Clerk to the Board

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this 1st day of May 2019, by and between Watauga County, a body politic of the State of North Carolina (hereinafter referred to as "Landlord" and/or "County") whose principle place of business is 814 West King Street, Suite 205, Boone, North Carolina 28607, and Appalachian State University, a constituent institution of The University of North Carolina (hereinafter referred to as "Tenant" and/or "Appalachian"), whose principle place of business is 438 Academy Street, Boone, North Carolina 28608.

WHEREAS, Appalachian desires to lease space adjacent to the County's Methane Flare Stations to establish a greenhouse and research facility for use by its faculty members and students for training, workshops, public tours, research and other educational activities; and

WHEREAS, the County desires to lease property to Appalachian for the above stated purpose, subject to the following terms and conditions.

WITNESSETH:

1. LEASED PREMISES

The County, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Appalachian, leases and rents unto Appalachian, and Appalachian hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the "Premises") further described and depicted in the attached Exhibit A, to wit:

Beginning at a point 2 feet from Landfill Rd. directly south of the power pole providing service to the Watauga County Animal Control Office, proceeding east along Landfill Rd. for a total of 360 feet and heading due south from those two points to the Watauga County property line.

2. TERM.

Appalachian shall have and hold the Premises for a term of three (3) years beginning on the 1st day of May 2019, and ending on the 30th day of April 2022, at midnight, unless sooner terminated as hereinafter provided.

3. RENTAL

Appalachian agrees to pay the County, without deduction or set off, an annual rental of One Dollar (\$1.00) per year, payable on the date of this Lease and each annual anniversary of that date during the term hereof. Upon execution of this Lease, Appalachian shall pay to the County the first year's

rent due hereunder. Rental for any period during the term hereof which is less than one year shall be the pro-rated portion of the annual rental due.

4. UTILITIES

- (a) Appalachian shall pay the following utilities: Electric and any other utility associated with Appalachian's use of the property.
- (b) The County shall pay the following utilities: None

Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

5. COMMON AREA RULES AND REGULATIONS

Appalachian shall be subject to Rules and Regulations for the common areas of the County property as may be made from time to time by the County.

6. USE OF PREMISES

The Premises shall be used to: operate a prototype greenhouse and to conduct research on biogas and biofuel production, solar electricity and solar hot water production, biochar production, greenhouse heating methods, aquaculture and associated technologies. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event Appalachian's use of the Premises results in an increase in the rate of insurance on the Premises, Appalachian shall pay to the County, upon demand and as additional rental, the amount of any such increase.

7. LIABILITY; INSURANCE

Appalachian will be responsible for the negligent conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the excess liability insurance policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of Appalachian or its employees. Appalachian shall, during the term of this Lease and any extension or renewal thereof, and at Appalachian's expense, maintain in full force and effect self-insurance with limits of at least One Million Dollars (\$1,000,000.00) per person under the North Carolina Tort Claims Act (N.C.G.S. § 143-291 *et seq.*) and excess liability insurance for its employees.

8. REPAIRS BY THE COUNTY

The premises are being rented “as is” and the County shall have no obligation to repair any improvements thereon during the term of this lease.

9. REPAIRS BY APPALACHIAN

Appalachian accepts the Premises in their present condition and as suited for the uses intended by Appalachian. Appalachian shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises.

10. ALTERATIONS

Appalachian shall not make any alterations, additions, or improvements to the Premises without the County’s prior written consent. Appalachian shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon the County's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner; in conformity with all applicable laws and regulations, free of any liens or encumbrances. The County may require Appalachian to remove any alterations, additions or improvements (whether or not made with the County's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Appalachian's expense. All alterations, additions and improvements which the County has not required Appalachian to remove shall become the County's property and shall be surrendered to the County upon the termination of this Lease, except that Appalachian may remove any of Appalachian's machinery, trade fixtures or equipment which can be removed without material damage to the Premises. Appalachian shall repair, at Appalachian’s expense, any damage to the Premises caused by the removal of any such machinery, trade fixtures or equipment.

11. REMOVAL OF FIXTURES

Appalachian may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Appalachian repairs all damage to the Premises caused by such removal.

12. GOVERNMENTAL ORDERS

Appalachian agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Appalachian's occupancy of the Premises. The County agrees to comply promptly with any such requirements if not made necessary by reason of Appalachian's occupancy. It is mutually agreed, however, between the County and Appalachian, that if in order to comply with such requirements, the cost to the County or Appalachian, as the case may be, shall exceed a sum which the respective party desires to pay, then the County or Appalachian, whichever is obligated to comply with such requirements, may terminate this Lease by giving written notice of termination to the other party by registered mail, which termination shall become effective ninety (90) days after receipt of such notice and which

notice shall eliminate the necessity of compliance with such requirements by giving such notice.

13. ASSIGNMENT AND SUBLETTING

Appalachian shall not, without the prior written consent of the County, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Appalachian. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of the County. The Assignee of Appalachian, at option of the County, shall become directly liable to the County for all obligations of Appalachian hereunder, but no sublease or assignment by Appalachian shall relieve Appalachian of any liability hereunder.

14. EVENTS OF DEFAULT

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of Appalachian: (a) Appalachian fails to pay the rental as provided for herein; (b) Appalachian abandons or vacates the Premises; and/or (c) Appalachian fails to comply with or abide by and perform any other obligation imposed upon Appalachian under this Lease.

15. REMEDIES UPON DEFAULT

Upon the occurrence of an Event of Default, the County may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law; (a) if the Event of Default involves nonpayment of rental and Appalachian fails to cure such default with five (5) days after receipt of written notice thereof from the County, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental and Appalachian fails to cure such default within thirty (30) days after receipt of written notice of default from the County, the County may terminate this Lease by giving written notice to Appalachian and upon such termination shall be entitled to recover from Appalachian damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, the County may terminate this Lease by giving written notice to Appalachian.

16. EXTERIOR SIGNS

Appalachian shall place no signs on the Premises, except with the express written consent of the County. Any and all signs placed on the Premises by Appalachian shall be maintained in compliance with governmental rules and regulations governing such signs and Appalachian shall be responsible to the County for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

17. THE COUNTY'S ENTRY OF PREMISES

The County may enter the Premises for any reasonable and necessary purpose, provided it is during reasonable hours.

18. WAIVER OF RIGHTS

No failure of the County to exercise any power given the County hereunder or to insist upon strict compliance by Appalachian of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the County's right to demand exact compliance with the terms hereof.

19. ENVIRONMENTAL LAWS

(a) Appalachian shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by the County. Any approval must be preceded by submission to the County of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by the County, Appalachian covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes ordinances, rules and regulations, and laws, whether now in force or hereafter adopted, relating to Appalachian's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either the County or Appalachian relating to the use by Appalachian on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Appalachian or upon the expiration or earlier termination of this lease, in compliance with all applicable laws.

(b) Appalachian shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Appalachian shall provide the County with copies of all such items upon request. Appalachian shall provide, within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any environmental law or regulation by Appalachian, or related in any manner to Hazardous Materials. In addition, Appalachian shall provide the County with copies of all responses to such correspondence at the time of the response.

(c) If Appalachian fails to comply with the Covenants to be performed hereunder with respect to Hazardous materials, or if an environmental protection lien is filed against the premises as a result of the actions of Appalachian, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

(d) Appalachian will give the County prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state or local authorities, of any fire, or any damage occurring on or to the Premises.

(e) Appalachian will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(f) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

20. ABANDONMENT

Appalachian shall not abandon the Premises at any time during the Lease term. If Appalachian shall abandon the premises or be dispossessed by process of law, any Personal Property belonging to Appalachian and left on the Premises shall, at the option of the County, be deemed abandoned, and available to the County to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

21. DEFINITIONS

The "County" as used in this Lease shall include the undersigned, its representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 22, its representatives, assigns and successors. "Appalachian" shall include the undersigned and its representatives, assigns and successors, and if this lease shall be validly assigned or sublet, shall include also Appalachian's assignees or sublessees as to the Premises covered by such assignment or sublease. The "County", "Appalachian", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

22. NOTICES

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Appalachian shall be delivered or sent to the address shown at the beginning of this Lease, with a copy to Office of General Counsel, Appalachian State University, ASU Box 32126, Boone, NC 28608. Notices to the County shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

23. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

24. AUTHORIZED LEASE EXECUTION

Each individual executing this Lease as director, officer or agent of a party hereto represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of such party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date and year first above written.

LANDLORD:

TENANT:

WATAUGA COUNTY:

APPALACHIAN STATE UNIVERSITY:

By: _____ (SEAL)
Title: Deron Geouque, County Manager

By: _____ (SEAL)
Title: Sheri Everts, Chancellor

Date: _____

Date: _____

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

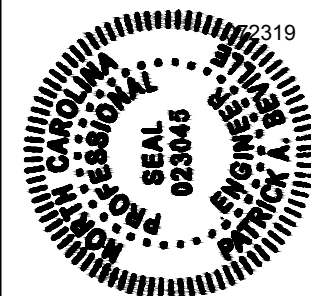
Misty Watson, Watauga County Finance Officer

Greenhouse/Bioshelter research site at Watauga County Landfill

Estimate of leased area : 50,000 ft²

June 3, 2016





IONCON
SUSTAINABILITY IN ENGINEERING
WWW.GOIONCON.COM (828) 264-8500

PATRICK A. BEVILLE, PE LEED AP
IONCON, PLLC P-0820
184 REALTY ROW SUITE 1
BOONE, NORTH CAROLINA 28607

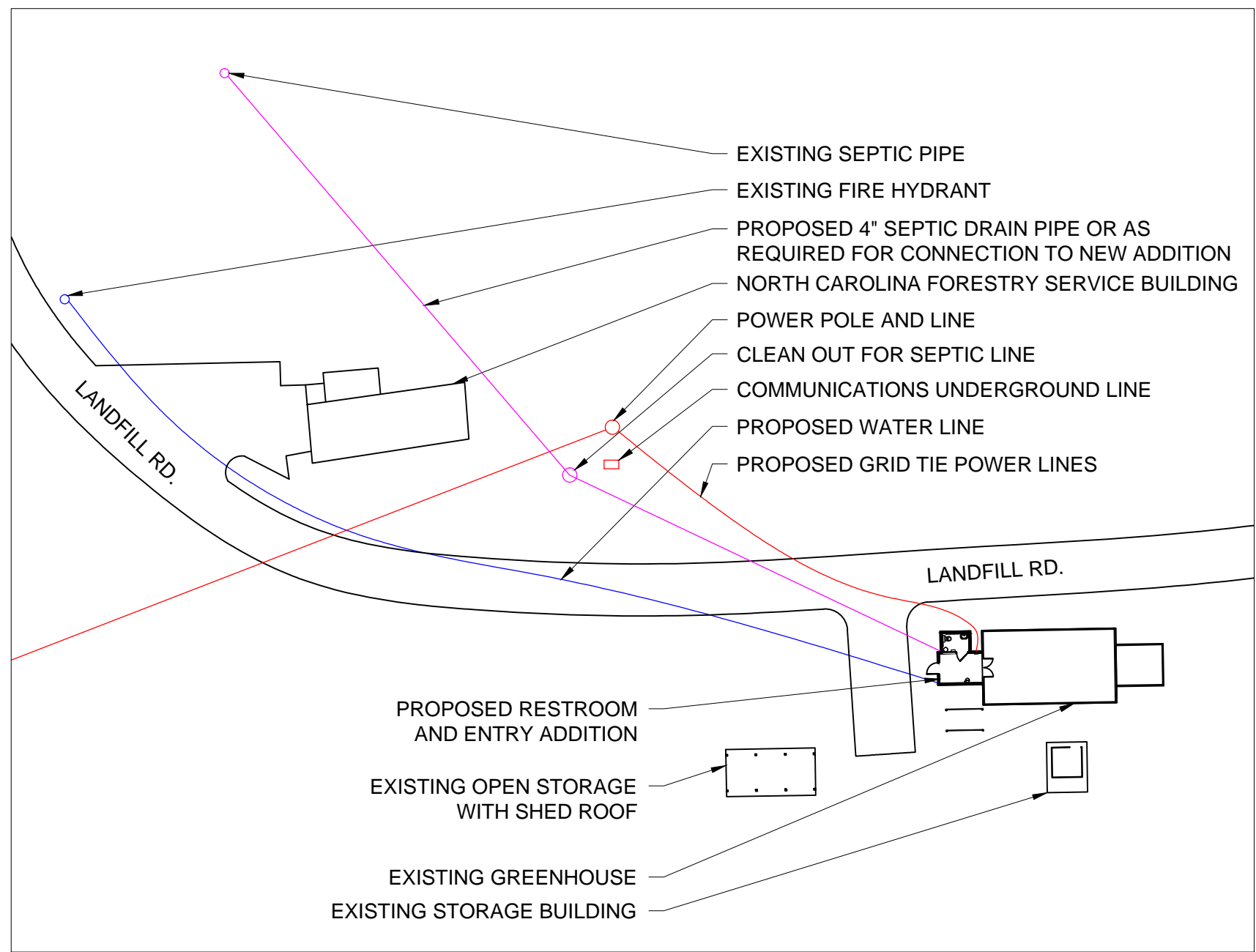
CONTACT JEFF RAMSDELL (828) 262-6662	APPROVED		
	QD/ALW	PAB	
	APPROVED		
	REVISED		

COPYRIGHT IONCON, PLLC, THESE DRAWINGS ARE INTENDED FOR A SINGLE USE ONLY AT THE ADDRESS SPECIFIED HEREIN. DISCLAIMER: THESE DRAWINGS ARE MADE ON A BEST EFFORTS BASIS AND INTEND TO REPRESENT ACCURATE FIELD CONDITIONS. CONTRACTOR/INSTALLER IS RESPONSIBLE TO VERIFY ACCURACY AND FOR FINAL ASSEMBLY AND FIT AND FINISH. THESE DRAWINGS RELATE ONLY TO THE STRUCTURAL ELEMENTS OF THE GIVEN JOB.

SITE PLAN AND NOTES

APP STATE BIOSHELTER ADDITION
649 LANDFILL ROAD
BOONE, NC 28607

PROJECT NUMBER	167002
DATE	06-01-2016
SCALE	AS SHOWN
SHEET: G	187
OF:	3 SHEETS



SCHEDULE OF VALUES

DESIGN LOADS
ELEVATION: 3346 AMSL
WIND ZONE: 110 MPH
SEISMIC DESIGN CATEGORY: C
FLOOR LIVE LOAD: 40 PSF
FLOOR DEAD LOAD: 75 PSF
GROUND SNOW LOAD: 35 PSF
ROOF DEAD LOAD INCLUDING SOLAR PANELS: 15 PSF
DESIGN FROST DEPTH: 24 INCHES

MATERIALS
CONVENTIONAL LUMBER: SPF OR SYP, #2 OR BETTER
BOLTS: ASTM A307 OR BETTER
CONCRETE: 3000 PSI AT 28 DAYS
REINFORCEMENT REBAR: 60KSI
EPOXY: SIMPSON SET EPOXY OR EQUAL
WELD ROD: E70XX
PLATE STEEL: ASTM A36
HARDWARE: SIMPSON STRONG-TIE OR EQUAL
DRAINAGE PIPE: MEET ASTM F405
DRAINAGE STONE: #57 TYPICAL
MASONRY: 8x8x16 CMU BLOCK.

- NOTES**
1. ALL CONSTRUCTION TO MEET 2012 NORTH CAROLINA STATE BUILDING CODE: COMMERCIAL CODE.
 2. ALL HARDWARE AND FASTENERS CONTACTING PRESSURE TREATED MATERIAL SHOULD BE APPROVED FOR USE WITH CORRESPONDING WOOD TREATMENT.
 3. ALL LUMBER CONTACTING CONCRETE TO BE PT.
 4. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS, DRAWINGS REPRESENT TYPICAL CONDITIONS. AS-BUILT CONDITIONS MAY EXIST.
 5. BATHROOM ADDITION AND FIXTURES TO ADHERE TO ADA AND ANSI 117.1 REQUIREMENTS FOR ACCESSIBILITY.
 6. ENGINEER NOT RESPONSIBLE FOR UN-COMPACTED FILL.
 7. FLASHING, COUNTER-FLASHING AND WATERPROOFING BY OTHERS.

1 SITE PLAN
SCALE: NTS

Blank Page

AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Proposed Proclamation Honoring Merle Watson*****MANAGER'S COMMENTS:**

A proclamation has been drafted in honor of Merle Watson's induction into the North Carolina Music Hall of Fame & Museum. The 11th Annual Induction Ceremony will be held on October 17, 2019 in the Gem Theatre in Kannapolis, NC at which time the proclamation will be presented.

Board approval is required to adopt the enclosed proclamation

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

DRAFT

PROCLAMATION

Honoring the Induction of Merle Watson Into the North Carolina Music Hall of Fame

WHEREAS, Eddy Merle Watson was born February 8, 1949 in Deep Gap, North Carolina; and

WHEREAS, Merle at the age of 15 played and recorded albums with his legendary father Doc Watson until his untimely death in 1985; and

WHEREAS, His talents as a musician made him one of the best flat-picking and slide guitarists of his generation; and

WHEREAS, In 1985, Merle won the Best Finger Picking Guitarist-Folk, Blues or Country award from Frets Magazine complementing the Grammy Awards he had earned; and

WHEREAS, Merle’s spirit and determination allowed him to excel in a musical career that delighted fans of acoustic music time and time again; and

WHEREAS, A testament to Merle’s popularity and musical accomplishments, Merle Fest was established after his death and is known as one of the world’s most renowned gatherings of acoustic musicians and continues today in Wilkesboro, North Carolina.

NOW, THEREFORE, BE IT PROCLAIMED, that the Watauga County Board of Commissioners hereby honors the induction of one of Watauga County’s most beloved citizens Merle Watson into the North Carolina Music Hall of Fame.

ADOPTED this the 23rd day of July, 2019.



John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS**

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

MANAGER'S COMMENTS:

The North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 22-24, 2019, in Guilford County. Each county in attendance is required to select a voting member for representation at the annual business meeting which is conducted as a part of the conference. Submission of the voting delegate is due August 16, 2019. For more information on the Conference, please go to: <http://www.ncacc.org/775/2019-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 112th Annual Conference of the North Carolina Association of County Commissioners to be held in Guilford County, N.C., on August 22-24, 2019.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

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

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 16, 2019:**

NCACC
323 W. Jones Street, Suite 500
Raleigh, NC 27603
Fax: (919) 733-1065
Email: alisa.cobb@ncacc.org
Phone: (919) 715-2685

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

The 112th NCACC Annual Conference will be held August 22-24, 2019, in Guilford County. Visit <http://www.ncacc.org/775/2019-Annual-Conference> for full information. Please let Anita know if you plan attend.

AGENDA ITEM 12:

PUBLIC COMMENT

AGENDA ITEM 13:

BREAK

AGENDA ITEM 14:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)
Land Acquisition – G. S. 143-318.11(a)(5)(i)