

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

**TUESDAY, SEPTEMBER 3, 2019
8:30 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: August 20, 2019, Regular Meeting August 20, 2019, Closed Session		1
	3	APPROVAL OF THE SEPTEMBER 3, 2019, AGENDA		13
8:35	4	RIVER'S WALK PERMANENT DRAINAGE EASEMENT REQUEST	MR. JIM DEAL	15
8:40	5	PUBLIC HEARING TO ALLOW FOR CITIZEN COMMENT ON THE PROPOSED REFINANCING OF WATAUGA HIGH SCHOOL	MR. DERON GEOUQUE	17
8:45	6	ENGAGEMENT LETTER TAXABLE LIMITED OBLIGATION REFUNDING BONDS, SERIES 2019	MR. DERON GEOUQUE	19
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8:55	8	RESOLUTION APPROVING A CONTRACT AMENDMENT	MR. DERON GEOUQUE	29
9:00	9	EMERGENCY SERVICES OUT-OF-STATE TRAVEL REQUEST	MR. WILL HOLT	35
9:05	10	PARKS AND RECREATION OUT-OF-STATE TRAVEL REQUEST	MR. STEPHEN POULOS	41
9:10	11	PROPOSED RESOLUTION FOR 2020 CENSUS PARTNERSHIP	MR. JOE FURMAN	49
9:15	12	REQUEST FOR EXEMPTION FROM LOCAL POLICY	MR. ROBERT MARSH	51
9:20	13	PROPOSED RESOLUTION IN SUPPORT OF FUNDING TO MEET THE MENTAL HEALTH, INTELLECTUAL/DEVELOPMENTAL DISABILITIES, AND SUBSTANCE USE DISORDER SERVICE NEEDS OF THE CITIZENS OF WATAUGA COUNTY	VICE-CHAIRMAN KENNEDY	53
9:25	14	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Presentation of Watauga County Community Child Protection Team's (CCPT) Annual Report and Appointment of Members for 2019		57
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10:35	17	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i) Personnel Matters – G. S. 143-318.11(a)(6)		76
10:45	18	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

August 20, 2019, Regular Meeting

August 20, 2019, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, AUGUST 20, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, August 20, 2019, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: 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

Vice-Chairman Kennedy called the meeting to order at 5:34 P.M.

Vice-Chairman Kennedy stated that Chairman Welch was not in attendance due to a prior commitment.

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

APPROVAL OF MINUTES

Vice-Chairman Kennedy called for additions and/or corrections to the August 6, 2019, regular meeting and closed session minutes.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the August 6, 2019, regular meeting minutes as presented.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the August 6, 2019, closed session minutes as presented.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

APPROVAL OF AGENDA

Vice-Chairman Kennedy called for additions and/or corrections to the August 20, 2019, agenda.

County Manager Geouque requested to add the following:

- Proposed Refinancing of High School Debt
- Possible Action After Closed Session

Commissioner Wallin, seconded by Commissioner Turnbow, moved to approve the August 20, 2019, agenda as amended.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

SHERIFF'S OFFICE VEHICLE BID AWARDS

Major Kelly Redmon presented bids for the Sheriff's Office from Ross Automotive for five (5) new 2020 Dodge Durango AWD SUVs for \$28,859 per unit; two (2) 2020 Dodge Chargers AWD sedans for \$23,971 per unit; and one (1) 2020 Jeep Grand Cherokee AWD SUV for \$26,392 per unit. In addition, upfitting for the vehicles was priced at \$33,684. Ford substantially increased their prices causing the county to review other vehicle options.

Commissioner Turnbow, seconded by Commissioner Yates, moved to accept the bid from Ross Automotive in the total amount of \$225,235.87 including taxes and tags and to accept the bid from Dana Safety Supply Inc. in the amount of \$33,684 for up fitting of the vehicles.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

EMERGENCY SERVICES VEHICLE BID AWARD AND UP-FITTING

Mr. Will Holt, Emergency Management Director, presented bids for the Emergency Management Office for a new 1/2 ton 4x4 pickup truck. Ross Chrysler Jeep Dodge was lowest responsive bidder in the amount of \$23,151.60. In addition, the upfitting the vehicle is \$9,399.58. Adequate funds have been budgeted in the current fiscal year to cover the purchase.

Commissioner Yates, seconded by Commissioner Turnbow, moved to accept the bid from Ross Automotive for a 2019 Dodge 1500 4x4 pickup truck in the amount of \$33,251.73 which includes tax and tag and to accept the bid from Dana Safety Supply, Inc. in the amount of \$9,399.58 for up fitting of and equipment for the new vehicle.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of July 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 July 2019 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the Refunds and Releases Report for July 2019 as presented.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Resolution for Negotiated Underwriting and Rate Modification for the New High School Loans

County Manager Geouque stated that the opportunity existed for the County to modify a current loan with BB&T for the new high school. The County Manager presented a refinancing schedule, a resolution authorizing the negotiations, and the date of September 3 to hold a public hearing to allow citizen comment on the proposed refinancing.

County Manager Geouque introduced the following resolution, a summary of which had been provided to each Commissioner, a copy of which was available with the Board of Commissioners and which was read by title:

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF
WATAUGA, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN
AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR
CERTAIN OTHER RELATED MATTERS THERETO**

WHEREAS, the County of Watauga, North Carolina (the “*County*”) is a validly existing political subdivision, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the County has previously executed and delivered an Installment Financing Contract dated as of June 1, 2012 (the “*2012 Contract*”), between the Watauga Public Facilities Corporation (the “*Corporation*”) and the County, the proceeds of which were used to refinance the acquisition and construction of a high school in the County (the “*Project*”);

WHEREAS, under an Indenture of Trust dated as of June 1, 2012 (the “*2012 Indenture*”) between the Corporation and U.S. Bank National Association, as trustee (the “*Trustee*”), the Corporation executed and delivered \$45,045,000 Refunding Limited Obligation Bonds (County of Watauga, North Carolina), Series 2012A (the “*2012A Bonds*”) and \$10,000,000 Refunding Limited Obligation Bond (County of Watauga, North Carolina), Series 2012B, each evidencing proportionate undivided interests in rights to receive certain Revenues pursuant to the 2012 Contract, to assist the County in refinancing the Project;

WHEREAS, the County staff has reported to the Board of Commissioners (the “*Board*”) that the County may be able to achieve debt service savings by refinancing the County’s installment payment obligations under the 2012 Contract through the refunding of the 2012A Bonds maturing on and after June 1, 2023 (the “*Refunded Bonds*”);

WHEREAS, based on the foregoing, the Board determines that it is in the best interest of the County to enter into an amendment to the 2012 Contract with the Corporation (the “*Contract Amendment*”) in order to refund the Refunded Bonds and to pay the costs related to the execution and delivery of the Contract Amendment;

WHEREAS, the County hereby determines that the Project continues to be essential to the County’s proper, efficient and economic operation and to the general health and welfare of its citizens; that the Project permits the County to carry out public functions that it is authorized by law to perform; and that entering into the Contract and the Deed of Trust was necessary and expedient for the County by virtue of the findings presented herein;

WHEREAS, the County hereby determines that entering into the Contract Amendment will allow the County to refinance the Project at a favorable interest rate currently available in the financial marketplace and upon terms advantageous to the County;

WHEREAS, the County hereby determines that the estimated cost of refinancing the Project under the Contract Amendment is an amount not to exceed \$24,000,000 and that the cost of refinancing the Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of refinancing the Project pursuant to the Contract Amendment is expected to exceed the cost of refinancing the Project pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of refinancing the Project pursuant to the Contract Amendment and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve

a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of refinancing the Project; and (3) revenues produced by the Project are insufficient to permit a revenue bond financing;

WHEREAS, the County does not anticipate any property tax increase to pay installment payments falling due with respect to the Contract Amendment;

WHEREAS, Parker Poe Adams & Bernstein LLP, as bond counsel, will render an opinion to the effect that entering into the Contract Amendment and the transactions contemplated thereby are authorized by law;

WHEREAS, no deficiency judgment may be rendered against the County in any action for its breach of the 2012 Contract and the Contract Amendment, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under the 2012 Contract and the Contract Amendment;

WHEREAS, the County is not in default under any of its debt service obligations;

WHEREAS, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act;

WHEREAS, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, the County will hold a public hearing on entering into Contract Amendment, after publication of a notice with respect to such public hearing, on September 3, 2019 and approval of the LGC with respect to entering into the Contract Amendment must be received;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WATAUGA, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Authorization to Negotiate Contract Amendment.*** That the County Manager and the Finance Director, individually or collectively, with advice from the County Attorney and Bond Counsel, are hereby authorized and directed to proceed and negotiate on behalf of the County the Contract Amendment for a principal amount not to exceed \$24,000,000 for the refinancing of the Project to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina.

Section 2. ***Application to LGC.*** That the County Manager and the Finance Director or his or her designees are hereby directed to file with the LGC an application for its approval of the Contract Amendment and all relevant transactions contemplated thereby on a form prescribed

by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC.

Section 3. ***Direction to Retain Professionals.*** That the County Manager and the Finance Director are hereby authorized and directed to retain the assistance of Robert W. Baird & Co. Incorporated to serve as underwriter and Parker Poe Adams & Bernstein LLP to serve as bond counsel for the refunding of the Refunded Bonds. The County Manager and the Finance Director, with advice from the County Attorney and Bond Counsel, are hereby authorized to retain the assistance of and engage such professionals as he or she deem necessary and desirable to carry out the intention of this Resolution.

Section 4. ***Public Hearing.*** That the Board will hold a public hearing related to entering into the Contract Amendment at its September 3, 2019 meeting and the Clerk to the Board is hereby directed to publish notice of such public hearing in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina.

Section 5 ***Repealer.*** That all motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 6. ***Effective Date.*** That this Resolution is effective on the date of its adoption.

Commissioner Yates, seconded by Commissioner Wallin, moved to adopt the resolution as presented.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

County Manager Geouque presented a proposed contract to retain the assistance of Robert W. Baird & Co. Incorporated to serve as underwriter and Parker Poe Adams & Bernstein LLP to serve as bond counsel for the refunding of the Refunded Bonds.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to authorize and direct staff to retain the assistance of Robert W. Baird & Co. Incorporated to serve as underwriter and Parker Poe Adams & Bernstein LLP to serve as bond counsel for the refunding of the Refunded Bonds.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

Commissioner Wallin, seconded by Commissioner Yates, moved to set a public hearing for Tuesday, September 3, 2019, at 8:30 A.M. to allow citizen comment on the proposed refinancing of the high school property.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

B. Proposed Renewal of ASU Greenhouse Lease

County Manager Geouque presented a proposed lease renewal with Appalachian State University Foundation 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 was 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.

Commissioner Yates, seconded by Commissioner Turnbow, moved to recuse Commissioner Wallin from discussion of this topic as he is an employee of Appalachian State University.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the lease renewal with Appalachian State University Foundation for the greenhouse located at the Watauga County Landfill as presented by the County Manager.

VOTE: Aye-3(Kennedy, Turnbow, Yates)
Nay-0
Absent-1(Welch)
Recused-1(Wallin)

Commissioner Turnbow, seconded by Commissioner Yates, moved to reinstate Commissioner Wallin to the meeting.

VOTE: Aye-3(Kennedy, Turnbow, Yates)
Nay-0
Absent-1(Welch)
Recused-1(Wallin)

C. Proposed General Records Retention and Disposition Schedule for Local Government Agencies

County Manager Geouque stated that the Government Records Section of the State Archives of North Carolina created a new Records Retention and Disposition Schedule for the general records of Local Government Agencies. When adopted, the new schedule will supersede the following standards on *all* local schedules published prior to March 1, 2019:

- Administration and Management Records
- Budget, Fiscal, and Payroll Records
- Geographic Information System (GIS) Records
- Information Technology Records

- Legal Records
- Personnel Records
- Public Relations Records
- Risk Management Records
- Workforce Development Records

Commissioner Turnbow, seconded by Commissioner Wallin, moved to adopt the General Records Retention and Disposition Schedule for Local Government Agencies as presented.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

D. Boards and Commissions

County Manager Geouque presented the following for consideration:

Watauga County Library

The Watauga County Library Board has recommended the appointments of Ms. Margaret Love and Ms. Natalie Harkey, both for first terms, and Ms. Sandra Basel, to fill the un-expired term of Ms. Jaime Money, to the Watauga County Library Board. These were first readings.

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second reading and appoint Ms. Margaret Love and Ms. Natalie Harkey, both for first terms, and Ms. Sandra Basel, to fill the un-expired term of Ms. Jaime Money, to the Watauga County Library Board.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

Appalachian Regional Library

The Watauga County Library Board has recommended the appointments of Ms. Sandra Basel and Ms. Roberta Jackson be appointed to the Appalachian Regional Library Board. These were first readings.

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second reading and appoint Ms. Sandra Basel and Ms. Roberta Jackson to the Appalachian Regional Library Board.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

Personnel Advisory Committee

The Watauga County Personnel Ordinance established a Personnel Advisory Committee which is comprised of five (5) persons designated by the Board, authorized to hear employee grievances, and recommend decisions to the appointing authority. The Committee consists of

one (1) Commissioner, one (1) department head and three (3) non-supervisory regular employees. Current members of the Personnel Advisory Committee are as follows: Mr. John Welch (County Commissioner), Ms. Angie Boitnotte (Department Head), Ms. Regina Houck (Regular Employee), Ms. Amy Parsons (Regular Employee), VACANT (Regular Employee), and Mr. Derrick Ellison (Alternate Member).

County Manager Geouque stated that staff recommends appointing Mr. Greg McGrady as the new Regular Employee Member. This was a first reading.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to waive the second reading and appoint Mr. Greg McGrady as a regular employee member of the Personnel Advisory Committee.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

E. Announcements

County Manager Geouque announced the following:

- The 112th North Carolina Association of County Commissioners (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.
- The High Country Council of Governments' Annual Banquet is scheduled for Friday, September 6, 2019, at Linville Ridge.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 5:49 P.M., Commissioner Yates, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i), and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

Commissioner Yates, seconded by Commissioner Turnbow, moved to resume the open meeting at 6:59 P.M.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

POSSIBLE ACTION AFTER CLOSED SESSION

Commissioner Yates, seconded by Commissioner Wallin, moved to schedule a joint meeting with the Watauga County Board of Education at the Valle Crucis School Gymnasium on Tuesday, September 3, 2019, at 6:00 P.M. to provide information on the proposed construction of a new Valle Crucis School and to hear public comments related to the project.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

ADJOURN

Commissioner Yates, seconded by Commissioner Wallin, moved to adjourn the meeting at 7:00 P.M.

VOTE: Aye-4(Kennedy, Turnbow, Wallin, Yates)
Nay-0
Absent-1(Welch)

Billy Kennedy, Vice-Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE SEPTEMBER 3, 2019, AGENDA

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AGENDA ITEM 4:

RIVER'S WALK PERMANENT DRAINAGE EASEMENT REQUEST

MANAGER'S COMMENTS:

Mr. Jim Deal, Attorney for River's Walk, will request the Board approve an easement for roof drains to connect to an existing storm drainage structure. Staff has no issues with the request.

Board action is required to approve the easement as presented by Mr. Deal.

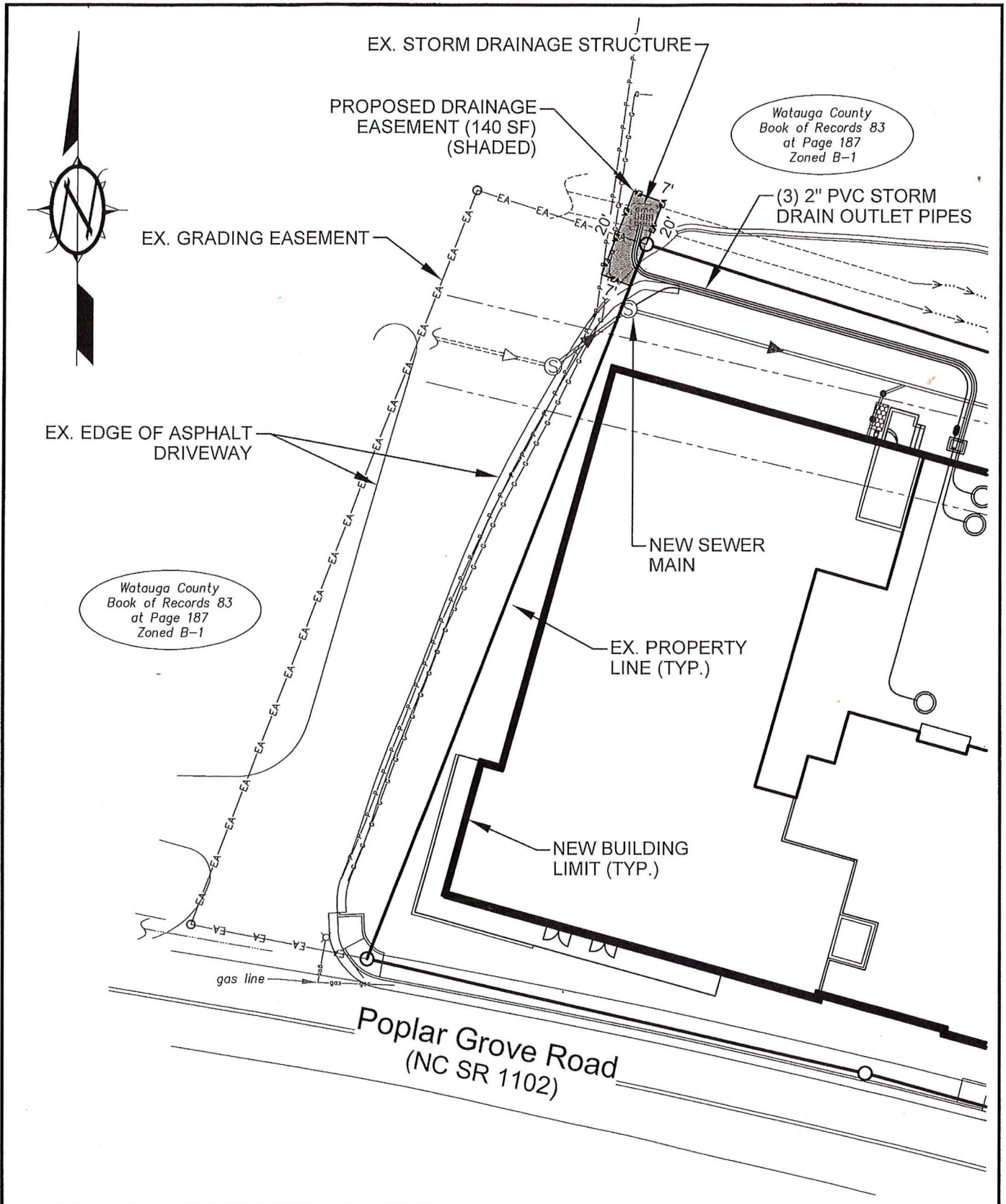


EXHIBIT A	PLAN TYPE: PERMANENT DRAINAGE EASEMENT	PROJECT NUMBER: B13057.3
	SCALE: 1" = 30'	DATE: 08/26/2019

AGENDA ITEM 5:

PUBLIC HEARING TO ALLOW FOR CITIZEN COMMENT ON THE PROPOSED REFINANCING OF WATAUGA HIGH SCHOOL

MANAGER'S COMMENTS:

A public hearing has been scheduled to seek public comment on the County refinancing a portion of the high school debt.

NOTICE OF PUBLIC HEARING

The Board of Commissioners (the “*Board*”) of the County of Watauga, North Carolina (the “*County*”) is considering authorizing the County to proceed with entering into an amendment (the “*Amendment*”) to an installment financing contract (the “*2012 Contract*”) in a principal amount not to exceed \$24,000,000, under which the County will make certain installment payments, to (1) refinance prior installment financing obligations that refinanced the acquisition and construction of Watauga High School located at 300 Go Pioneers Dr., Boone, NC 28607 (the “*Project*”) and (2) pay the costs related to the execution and delivery of the Amendment. In connection with the 2012 Contract, the County entered into a deed of trust and security agreement (the “*Deed of Trust*”) under which the County’s interest in the real property on which the Project is located and the improvements thereon (the “*Mortgaged Property*”) were mortgaged by the County to create a lien thereon for the benefit of the entity, or its assigns, providing the funds to the County under the 2012 Contract. The Deed of Trust will secure the remaining obligations under the 2012 Contract and the Amendment.

The 2012 Contract and the Deed of Trust permit the County to enter into amendments to refinance the Project and finance additional projects using the Mortgaged Property as collateral and the County may or may not grant additional collateral in connection with such amendments. On payment by the County of all installment payments due under the 2012 Contract and the Amendment, including any future amendments to finance or refinance projects, the Deed of Trust and any lien created thereunder will terminate and the County’s title to the Mortgaged Property will be unencumbered.

NOTICE IS HEREBY GIVEN, pursuant to Section 160A-20 of the General Statutes of North Carolina, that on September 3, 2019 at or about 8:30 a.m. the County will conduct a public hearing in the Commissioners' Board Room of the Watauga County Administration Building located at 814 West King Street, Boone, North Carolina, concerning the approval of the execution and delivery of the Amendment and the County’s refinancing of the Project. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the Amendment and the refinancing of the Project thereby.

Anita Fogle
Clerk to the Board of Commissioners
County of Watauga, North Carolina

AGENDA ITEM 6:

**ENGAGEMENT LETTER TAXABLE LIMITED OBLIGATION REFUNDING BONDS,
SERIES 2019**

MANAGER'S COMMENTS:

The County will need to approve the engagement letter with Parker Poe for services provided for the refinancing of the debt. The County Attorney has reviewed the engagement letter. The County has utilized Parker Poe for previous financing projects and was satisfied with the services provided. All costs associated with the engagement letter are included in the refinancing expenses.

Staff recommends the Board approve the engagement letter with Parker Poe for services with the refinancing project.



August 20, 2019

VIA E-MAIL

Deron Geouque
 County Manager
 County of Watauga, North Carolina
Deron.Geouque@watgov.org

***County of Watauga, North Carolina
 Taxable Limited Obligation Refunding Bonds, Series 2019***

Dear Deron:

You had asked that we provide the County of Watauga (the “County”) with an engagement letter for services of Parker Poe Adams & Bernstein LLP as bond counsel for the above-described limited obligation bonds (the “Bonds”). Our understanding is that the County intends to issue approximately \$23,000,000 aggregate principal amount of the Bonds in or around October 2019 in order to refinance prior installment financing obligations of the County related to Refunding Limited Obligation Bonds (County of Watauga, North Carolina), Series 2012A. The County plans to use Robert W. Baird, as underwriter for the Bonds. I will be the County’s primary contact for our firm’s work on the Bonds with support from my tax partner Mike Larsen. The firm will provide services as bond counsel for a fee of \$40,000 which includes disbursements for such items as photocopying, long distance telephone, travel, facsimile, express delivery and preparation of the transcripts. If the County determines to use open markets securities instead of State and Local Government Securities (SLGS) to invest in the escrow for the refunding, then we will charge an additional \$2,500 for the extra work involved. Our services include:

1. participation in meetings with County staff and, to the extent deemed necessary by the County staff, with the Board of Commissioners, in structuring the legal aspects of the financing;
2. preparation of amendments to the Indenture of Trust, Installment Financing Contract and Deed of Trust, as necessary, related to the issuance and security for the Bonds and various resolutions relating to the authorization, execution and delivery of the Bonds;
3. preparation of all other papers required as a condition precedent to the execution and delivery of the Bonds;
4. assistance to the County with respect to matters before the Local Government Commission and the rating agencies;

PPAB 5078516v1

Deron Geouque
August 20, 2019
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5. participation with underwriter's counsel and the underwriter in the drafting of the documents for the sale of the Bonds; and
6. delivery of an opinion as to the validity of the Bonds and the federal and state tax treatment of the interest on the Bonds, subject to usual and customary exceptions.

The scope of the services that Parker Poe will provide may be expanded during the course of the engagement pursuant to communications establishing a specific mutual understanding of the services Parker Poe is to perform. I have attached our Standard Terms of Engagement, which form a part of this engagement letter.

We wanted to make you aware that our firm has represented, currently represents and expects to represent in the future, Robert W. Baird, the underwriter for the Bonds, in transactions unrelated to the Bonds. Because the County is represented by the County Attorney in the transaction related to the Bonds, we do not consider our representation as bond counsel for the Bonds to be a conflict of interest; however, if any issues arise that we believe would create a conflict of interest we will immediately inform you and work with the County Attorney to resolve the matter in a satisfactory manner.

The firm will comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the firm utilizes a subcontractor, the firm will require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

We look forward to completing this transaction for the County. If this engagement letter is acceptable to the County I would ask that you please respond as such via email. Please let me know if you have any questions.

Sincerely,



Scott E. Leo

PARKER POE ADAMS & BERNSTEIN LLP**STANDARD TERMS OF ENGAGEMENT REGARDING LEGAL REPRESENTATION**

1. Scope of Work and Limitations. The scope of our work and the limitations on the services to be performed will be in accordance with the Engagement Letter.

2. No Guaranteed or Contingent Outcome. While we will perform our professional services on behalf of the client to the best of our ability under the circumstances, we cannot and have not made any guarantees regarding the outcome of our professional efforts. Any expressions about the possible outcome of the matter or the results achievable are our best professional estimates only, and are limited by our knowledge at the time they are expressed.

3. Communications. As requested, we will send to the client copies of pertinent correspondence, documents and other materials prepared or received by us in the course of the representation. The client is encouraged to contact us as to any questions or comments regarding the services, fees, or status of the matter or as to any pertinent facts or considerations which may come to the attention of the client. Material information and documents received by the client should be forwarded to the firm without delay.

4. Attorney Assignment. Each client will have an attorney who shall have primary responsibility for the client's matters. When appropriate, work on the client's matters may be assigned to other attorneys in the firm who have a sufficient level of experience and time availability to handle competently and efficiently portions or all of the client's matters. In addition, assistance of non-attorney support personnel under the direct supervision of firm attorneys may be required, as appropriate.

5. Confidentiality. The firm will protect the confidence of the client and will not divulge confidential information concerning the client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this law firm.

6. Termination. The firm reserves the right to withdraw from representing the client upon written notice at any time, with or without cause. Likewise, the client may terminate the firm's services prospectively upon written notice to the firm. If the client terminates the firm's services or elects not to issue the Bonds, the firm and the client will mutually agree at that time on appropriate compensation based on the amount of time the firm has spent on the matter to that date. Unless otherwise requested by the client, the firm will consider the representation terminated upon the completion of the financing.

AGENDA ITEM 7:

S&P GLOBAL RATINGS ENGAGEMENT LETTER

MANAGER'S COMMENTS:

The County will need to approve the engagement letter with S&P Global Ratings for services provided for the refinancing of the debt. The County Attorney has reviewed the engagement letter. All costs associated with the engagement letter are included in the refinancing expenses.

Staff recommends the Board approve the engagement letter with S&P Global Ratings for services with the refinancing project.



Stephanie Haynes
 stephanie.haynes@spglobal.com
 Tel: + 1 (303) 721 4202
 55 Water Street
 New York, NY 10041-0003
 Team Email:
 USPFEengagementLtrs@spglobal.com
 Issue No.: 1584330
 Obligor ID : 23075

August 29, 2019

County of Watauga
 814 West King Street
 Boone, NC 28607
 Attention: Mr. Deron Geouque, County Manager

Re: *US\$23,105,000 Watauga County, North Carolina, Taxable Limited Obligation Refunding Bonds, Series 2019, dated: October 02, 2019, due: June 01, 2028, Public*

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of **\$20,900** plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private credit rating under this Agreement, S&P Global Ratings will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as an "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P

Global Ratings may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating. 090319 BCC Meeting

3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7(a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Stephanie Haynes at stephanie.haynes@spglobal.com if you have any questions or suggestions about our fee policies. In addition, please visit our web site at www.standardandpoors.com for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and

look forward to working with you.

090319 BCC Meeting

Sincerely yours,
Blakely Fishlin

By :



Name: Blakely D. Fishlin

Title: Director, Sr. Lead, Product Management & Development
sh

cc:

Mr. Ryan Maher, Director
Robert W. Baird & Co

S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix ("**Appendix**") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "**Agreement**") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**", "**process**", "**special categories of personal data**" and "**joint controller**" shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"**Analytical Data**" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"**Applicable Data Protection Law**" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) ("**GDPR**") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable analogous privacy laws of other countries;

"**Client Data**" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"**Data**" means Analytical Data and Client Data;

"**Permitted Purpose**" means processing:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "**Services**") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"**Standard Contractual Clauses**" means standard contractual clauses (adopted by European Commission Decision 2004/915/EC on 27 December 2004) for the transfer of personal data from controllers in the EU to controllers in jurisdictions outside the European Economic Area, a copy of the current version of which is accessible at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "**Data Exporter**" and S&P Global Ratings is the "**Data Importer**."

3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose.

4. **Relationship of the parties:** Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. **Investigations:** Except where and to the extent prohibited by applicable law, each party ("**Notifier**") will

inform the other promptly, and in any event within three (3) business days of, any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred to it under this Agreement by the other party which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

6. **Use and Restrictions on Use:** Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

7. **Security:** The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

8. **International Transfers of Data outside the EEA:**

8.1 This Clause 8 and the Standard Contractual Clauses shall apply only with respect to Data transferred from the European Economic Area ("EEA") to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses deemed to be incorporated into this Appendix.

8.2 S&P Global Ratings may process (or permit to be processed) any Data transferred from the EEA to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses. In applying and interpreting the Standard Contractual Clauses, the parties agree that **Annex A** will apply and **Annex B** thereto shall be populated as follows:

(1) Data Subjects to whom the personal data relates:

(i) Persons who are employees, officers, contractors, agents or advisors of the Data Exporter and/or of companies affiliated with it who are engaged in the decision to enter into the Agreement and/or who enter into the Agreement with the Data Importer for the provision of the Data Importer's Services; and

(ii) persons in respect of whom the Data Exporter or its agents or advisors have provided personal data to the Data Importer to enable the Data Importer to provide the Services.

(2) Purposes for which the data transfer is made:

The Permitted Purpose.

(3) Categories of personal data transferred:

Client Data and Analytical Data.

(4) Categories of recipients to whom the personal data is transferred or disclosed:

Employees, officers, consultants, agents and advisors of the Data Importer or its affiliates and third parties, including public bodies, regulators and law enforcers, to the extent S&P Global Ratings is required to disclose Data by contract, regulation, litigation or law.

(5) Sensitive data or categories of sensitive data to be transferred (special category personal data):

Not applicable.

(6) Contact Point for the Data Importer:

RatingsGDPR@spglobal.com

8.3 The parties agree that the following optional clause to the Standard Contractual Clauses shall apply as between them:

"(1) Each party shall perform its obligations under these clauses at its own cost."

9. **Survival:** This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

AGENDA ITEM 8:

RESOLUTION APPROVING A CONTRACT AMENDMENT

MANAGER'S COMMENTS:

The enclosed resolution will need to be adopted by the Board as part of the refinancing project. The adoption of the resolution will ratify all instruments, authorize the official statement, execute the contract, escrow, and bond purchase agreements.

Board action is required to adopt the resolution as presented.

DRAFT**STATE OF NORTH CAROLINA****COUNTY OF WATAUGA****RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF WATAUGA,
NORTH CAROLINA, APPROVING A CONTRACT AMENDMENT AND THE DELIVERY
THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**

WHEREAS, the County of Watauga, North Carolina (the “*County*”) is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina to (1) purchase real and personal property, (2) enter into installment purchase contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased to secure repayment of the purchase price;

WHEREAS, the County has previously executed and delivered an Installment Financing Contract dated as of June 1, 2012 (the “*2012 Contract*”), between the Watauga Public Facilities Corporation (the “*Corporation*”) and the County, the proceeds of which were used to refinance the acquisition and construction of a high school in the County (the “*Project*”);

WHEREAS, under an Indenture of Trust dated as of June 1, 2012 (the “*2012 Indenture*”) between the Corporation and U.S. Bank National Association, as trustee (the “*Trustee*”), the Corporation executed and delivered \$45,045,000 Refunding Limited Obligation Bonds (County of Watauga, North Carolina), Series 2012A (the “*2012A Bonds*”), evidencing proportionate undivided interests in rights to receive certain Revenues pursuant to the 2012 Contract, to assist the County in refinancing the Project;

WHEREAS, the County staff has reported to the Board of Commissioners (the “*Board*”) that the County may be able to achieve debt service savings by refinancing the County’s installment payment obligations under the 2012 Contract through the refunding of the 2012A Bonds maturing on and after June 1, 2023 (the “*Refunded Bonds*”);

WHEREAS, the Board has previously determined that it is in the best interest of the County to enter into Amendment Number One to the Installment Financing Contract (the “*Contract Amendment*”) and together with the 2012 Contract, the “*Contract*”) to be dated as of October 1, 2019, with the Corporation, in order (a) to refund the Refunded Bonds; and (b) to pay the costs related to the execution and delivery of the Contract Amendment;

WHEREAS, the Corporation will execute and deliver its Taxable Limited Obligation Refunding Bonds (County of Watauga, North Carolina), Series 2019 (the “*Bonds*”) in an aggregate principal amount not to exceed \$24,000,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

WHEREAS, in connection with the sale of the Bonds by the Corporation to Robert W. Baird & Co. Incorporated (the “*Underwriter*”), the County will execute and deliver a Bond Purchase Agreement dated the date of delivery thereof (the “*Bond Purchase Agreement*”) among the County, the Corporation and the Underwriter;

WHEREAS, in connection with the refunding of the Refunded Bonds, the County will execute and deliver an Escrow Agreement, to be dated as of October 1, 2019 (the “*Escrow Agreement*”) with U.S. Bank National Association, as escrow agent;

WHEREAS, there have been described to the Board the forms of the following documents (collectively, the “*Instruments*”), copies of which have been made available to the Board, which the Board proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment financing:

- (1) the Contract Amendment;
- (2) the Escrow Agreement;
- (3) a Supplemental Indenture, Number 1 to be dated as of October 1, 2019 (the “*Supplemental Indenture*”) between the Corporation and U.S. Bank National Association, as trustee, including the form of the Bonds; and
- (4) the Bond Purchase Agreement;

WHEREAS, to make an offering and sale of the Bonds, there will be prepared a Preliminary Official Statement with respect to the Bonds (the “*Preliminary Official Statement*”), a draft thereof having been presented to the Board, and a final Official Statement relating to the Bonds (together with the Preliminary Official Statement, the “*Official Statement*”), which Official Statement will contain certain information regarding the County and the Bonds;

WHEREAS, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, the Board conducted a public hearing on September 3, 2019 to receive public comment on the proposed Contract Amendment and the refinancing of the Project; and

WHEREAS, the County has filed an application to the LGC for approval of the Contract Amendment and will receive the approval of the LGC before executing and delivering the Contract Amendment;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Watauga, North Carolina, as follows:

Section 1. ***Ratification of Instruments.*** All actions of the County, the Chairman of the Board, the Clerk to the Board, the County Manager, the Finance Director, the County Attorney and their respective designees, whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. ***Authorization of the Official Statement.*** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Preliminary Official Statement and of the final Official Statement by the Underwriter in connection with the offering and sale of the Bonds is hereby in all respects authorized, approved and confirmed. The Chairman of the Board, the County Manager or the Finance Director is hereby authorized and directed, individually and collectively, to deliver, on behalf of the County, the Official Statement in substantially such form, with such changes, insertions and omissions as he or she may approve.

Section 3. ***Authorization to Execute the Contract Amendment.*** The County hereby approves the financing in accordance with the terms of the Contract Amendment, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the Contract Amendment are hereby in all respects authorized, approved and confirmed, and the Chairman

of the Board, the Clerk to the Board, the Finance Director and the County Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Contract Amendment, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Contract Amendment presented to the Board. From and after the execution and delivery of the Contract Amendment, the Chairman of the Board, the Clerk to the Board, the County Manager and the Finance Director of the County, individually and collectively, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Contract Amendment as executed.

Section 4. ***Authorization to Execute the Escrow Agreement.*** The County approves the form and content of the Escrow Agreement, and the Escrow Agreement is in all respects authorized, approved and confirmed. The Chairman of the Board, the Clerk to the Board, the Finance Director and the County Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Escrow Agreement, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate. Execution by the Chairman of the Board, the Clerk to the Board, the Finance Director or the County Manager or their respective designees, individually or collectively, constitutes conclusive evidence of the County's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Escrow Agreement presented to the Board, and from and after the execution and delivery of the Escrow Agreement, the Chairman of the Board, the Clerk to the Board, the County Manager and the Finance Director of the County are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Escrow Agreement as executed.

Section 5. ***Authorization to Execute the Bond Purchase Agreement.*** The County approves the form and content of the Bond Purchase Agreement and the sale of the Bonds to the Underwriter as contemplated thereby, and the Bond Purchase Agreement is in all respects authorized, approved and confirmed. The Chairman of the Board, the Clerk to the Board, the Finance Director and the County Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Bond Purchase Agreement, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate. Execution by the Chairman of the Board, the Clerk to the Board, the Finance Director and the County Manager or their respective designees, individually or collectively, constitutes conclusive evidence of the County's approval of any and all such changes, modifications, additions or deletions therein from the form and content of the Bond Purchase Agreement presented to the Board, and from and after the execution and delivery of the Bond Purchase Agreement, the Chairman of the Board, the Clerk to the Board, the County Manager and the Finance Director of the County are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement as executed.

Section 6. ***County Representative.*** The Chairman of the Board, the County Manager and the Finance Director of the County, individually and collectively, are each hereby designated as the County's representative to act on behalf of the County in connection with the transactions contemplated by the Instruments and the Preliminary Official Statement, and the Chairman of the Board, the County Manager and the Finance Director, individually and collectively, are authorized to proceed with the financing in accordance with the Instruments and to seek opinions as a matter of law from the County

Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The County’s representative and/or designee or designees are in all respects authorized on behalf of the County to supply all information pertaining to the County for use in the Official Statement and the transactions contemplated by the Instruments or the Official Statement. The County’s representatives or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or the Preliminary Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Instruments.

Section 7. **Severability.** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 8. **Repealer.** All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 9. **Effective Date.** This Resolution is effective on the date of its adoption.

ADOPTED this 3rd day of September, 2019.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 9:

EMERGENCY SERVICES OUT-OF-STATE TRAVEL REQUEST

MANAGER'S COMMENTS:

Mr. Will Holt, Emergency Services Director, will present a request for out of state travel for Assistant Fire Marshal Kerley. Mr. Kerley will travel to Myrtle Beach South Carolina for the annual fire investigative approaches training. Funds have been budgeted to cover the expense.

Board action is required to approve the out of state travel request as presented.

**WATAUGA COUNTY
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST**

090319 BCC Meeting
Print Form

DATE: Aug 26, 2019 BUDGET ACCOUNT NUMBER: 10-4330-431200/4395

NAME: Jay Kerley TITLE: Asst. Fire Marshal DEPARTMENT: Communications & Emer Svc.

DESTINATION: Myrtle Beach, SC MEETING DATES FROM: Oct 14, 2019 TO: Oct 18, 2019

Out of State travel? YES
If yes, BCC approval is required and must be signed by County Manager. NO

DEPARTURE: October 13, 2019 RETURN: October 18, 2019

Purpose: 23rd Annual Fire Investigative Approaches Training Seminar

Overnight Accommodations Required? YES NO

Name of Hotel/Motel: Landmark Resort 843-253-4890

Rate per night/person: 68.41 Government Discount? YES NO

Method of Transportation: County Vehicle Personal Vehicle Air Other

Cost: _____ Explanation: _____

Estimated Expenses				TOTALS	
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.				155	155.00
MEALS	Breakfast:	5	X	8.00	40.00
	Lunch:	6	X	10.00	60.00
	Dinner:	5	X	16.00	80.00
LODGING	Single Rate:	5.00	X	68.41	342.05
*OTHER					
TOTAL					677.05

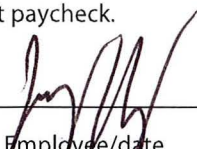
Remarks: _____

Are funds requested in advance?
 Yes No

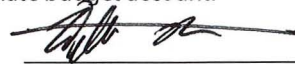
Form is Mathematically Correct:
 Yes Approved as corrected

Finance Staff/Date: _____

If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.

 8/26/19
Employee/Date

I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.

Department Head: 

County Manager (Out of State): _____



1501 South Ocean Boulevard
Myrtle Beach, SC 29577

Thank you for choosing **Landmark Resort!** We are excited to be hosting the NC/SC International Association of Arson Investigators (IAAI)

You can go to our <https://www.landmarkresort.com/reservations/?pid=17719> and make your Group Reservation through Direct On-Line Booking!

Once on the website select your “**Arrival and Departure Date**”, along with **number of rooms/guest/children** and then click “**Search**”. Once the Page has refreshed to reflect your requested dates you can browse the various room types and find more information by clicking “**Show Rates & Unit Details**” To select the room of your choice, click “**Select**”. **After you have made your choice you will then enter your Personal Information, Credit Card Information, please check the box that you have read the disclaimer also.** At this point the reservation will be processed, although your card will not be charged, just placed on file to guarantee the reservation. We will require that the card placed down upon the reservation will need to be with the guest at the time of check in or Credit Card Authorization will need to be placed on file.

Should you experience any trouble while processing your Reservation through our On-Line Booking platform or a room type you are requesting no longer seems available, please feel free to call us at (843) 448-9441.

GROUP NAME: NC/SC IAAI 2019
GROUP REFERENCE NUMBER: 3474327
DEADLINE: SEPTEMBER 20, 2019
DATES: **October 13th – October 18th 2019**

<i>Interior Guest Room:</i>	\$62.76 per night
<i>Ocean View Room:</i>	\$68.41 per night
<i>Oceanfront Standard Room:</i>	\$77.45 per night
<i>Oceanfront Executive Suite:</i>	\$88.75 per night
<i>Angle Oceanfront Executive King Suite:</i>	\$84.23 per night
<i>Oceanfront Efficiency:</i>	\$79.71 per night
<i>Deluxe Oceanfront Executive Suite:</i>	\$92.14 per night
<i>Deluxe Angle Oceanfront Executive Suite:</i>	\$86.49 per night
<i>Oceanfront King Room:</i>	\$77.45 per night
<i>King Oceanfront Executive Suite:</i>	\$92.14 per night

*23rd ANNUAL
FIRE INVESTIGATIVE APPROACHES
TRAINING SEMINAR
October 14 - 18 2019*

*Landmark Resort Resort
MYRTLE BEACH, SOUTH CAROLINA*

Hosted by
North Carolina Chapter & South Carolina Chapter
of
The International Association of Arson Investigators

NC/SC I.A.A.I.
Registration Committee
3308 Quail Ridge Lane
Matthews, NC 28104



PLEASE RETURN THE BELOW PORTION (OR SEE BELOW FOR ONLINE REGISTRATION) ALONG WITH REGISTRATION PAYMENT TO:

NC/SC I.A.A.I.
3308 Quail Ridge Lane
Matthews, NC 28104

****I release the NC/SC IAAI and all persons and parties from any liability arising from and/or relating to this application or any decision process relating in any way to this application****

Any questions about the conference please direct all inquiries to:

Craig Yaborough, NCIAAI, (336) 584-0777 OR Will Smart, SCIAAI, (864) 285-1206

IAAI or a State Chapter Member	\$150.00
Non-Members	\$200.00
Members after September 15 th	\$175.00
Non-Member after September 15 th	\$225.00

You may now register and pay online:

Go to the NCIAAI website and click on Conference
Once open, it will ask if you want to download the brochure or register on line
If you select register on line, you will be able to fill out the form and click submit
At that point, Paypal will open for payment.

There is a convenience fee when paying online.

YOU CANNOT MAKE YOUR HOTEL RESERVATION THROUGH OUR WEBSITE SEE BROCHURE INSERT FOR HOTEL ONLINE RESERVATIONS

Each participant will receive a baseball type t-shirt with the 2019 Seminar Logo for attending. Please indicate below what size you would like below. Deadline for ordering Shirts is September 15, 2018.
No exchanges please.

Medium Large X large 2 X Large 3 XL 4 XL

NAME: _____ IAAI or Chapter Member: YES NO
 Certified Fire Investigator: YES NO

YEAR OF BIRTH: _____ LAST 4 of Social Security #: _____

EMAIL ADDRESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

ORGANIZATION/EMPLOYER: _____

POSITION/TITLE: _____ CONTACT NUMBER: (____) _____

****Non-Members MUST be Approved by NC & SC IAAI Board for eligibility to attend conference.**

Registration Fee Total from Above: \$ _____

ONE (1) TICKET PLUS (1) GUEST TICKET INCLUDED IN REGISTRATION FEE, NO CHILDREN WILL BE ADMITTED.

PAYMENT METHOD: CHECK MONEY ORDER PAYABLE TO NC/SC I.A.A.I.
PAYMENT DUE AT TIME REGISTRATION FORM IS SUBMITTED. NO PHONE-IN REGISTRATIONS WILL BE ACCEPTED.

23rd ANNUAL FIRE INVESTIGATIVE APPROACHES

SCHEDULE OF EVENTS

Sunday, October 13, 2019

2:00 p.m. - 6:00 p.m.	Early Registration	Staff
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Monday, October 14, 2019

7:00 a.m. - 8:00 a.m.	Registration	Staff
8:00 a.m. - 8:30 a.m.	Opening & Welcome	Staff
8:30 a.m. - 12:00 p.m.	Interviewing Techniques	Barry Grimm and Paul Zipper
12:00 p.m. - 1:00 p.m.	Lunch (on your own)	
1:00 p.m. - 5:00 p.m.	Interviewing Techniques	Barry Grimm and Paul Zipper
End of Session	SCIAAI Chapter Meeting	President David Rivers
6:30 p.m. - until	<i>Icebreaker @ Captain's Quarters</i>	

Tuesday, October 15, 2019

8:00 a.m. - 12:00 p.m.	Mock Trial	Teresa Postell and Staff
12:00 p.m. - 1:00 p.m.	Lunch (on your own)	
1:00 p.m. - 5:00 p.m.	Juvenile Fires	Barry Grimm and Paul Zipper
5:00 p.m. - 5:30 p.m.	Test for 2 Day Attendees	Testing Staff
End of Session	NCIAAI Chapter Meeting	President Chris Elrod

Wednesday, October 16, 2019

8:00 a.m. - 9:00 a.m.	Awards	NC/SC IAAI Staff
9:00 a.m. - 12:00 p.m.	Case Study-Triple Homicide	Paul Makuc
12:00 p.m. - 1:00 p.m.	Lunch (on your own)	
1:00 p.m. - 3:00 p.m.	Case Study cont.	Paul Makuc
6:00 p.m. - until	<i>Social</i> (Doors open at 6:00)	Staff

Thursday, October 17, 2019

8:00 a.m. - 12:00 p.m.	Electrical Fires/Arc Mapping	John Cavaroc
12:00 p.m. - 1:00 p.m.	Lunch (on your own)	
1:00 p.m. - 4:00 p.m.	Solar Panels/Electric Vehicles	Paul Turner

Friday, October 18, 2019

8:00 a.m. - 9:00 a.m.	Seminar Test and Hotel check-out	Staff
9:00 a.m. - 11:30 a.m.	Case Study: Baltimore City Riots	Jeffrey Silver
11:30 a.m. - Noon	Closing Remarks and Presentation of Certificates	Staff

PHOTOGRAPHY CONTEST

A photography contest will be held for registered seminar participants. There will be three categories judged: **ARSON FIRE PHOTOS**, **ACCIDENTAL FIRE PHOTOS** and **GENERAL FIRE PHOTOS**. The Photography Committee will choose the winners. **FIRST PLACE** winners in each category will be announced at the conference banquet and receive a \$100.00 award.

CONTEST RULES: No framed or mounted photos. No prints larger than 8 ½" X 11" or smaller than 4" X 6". Absolutely, no writing or markings on photo. Entry form must be filled out for each photo upon submission at conference. Maximum of two photos per person per category. Photos will become part of the seminar photo album and may be used in future training programs. **Photos may not have been entered in any prior IAAI photo contest. Photo must have been taken by the person entering it.** All photos must be submitted by the closing of the conference registration on Monday. No mail-ins will be accepted.

AGENDA ITEM 10:

PARKS AND RECREATION OUT-OF-STATE TRAVEL REQUEST

MANAGER'S COMMENTS:

Mr. Stephen Poulos, Parks and Recreation Director, will present a request for out of state travels for Ms. Keron Poteat. Ms. Poteat will travel to Hilton Head, South Carolina, Abingdon, VA, and Pigeon Forge, TN. Funds have been budgeted for the expenses.

Board action is required to approve the out of state travel requests as presented.



WATAUGA COUNTY PARKS & RECREATION


090319 BCC Meeting

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



www.wataugacounty.org

Memo

To: Deron Geouque, County Manager
From: Stephen Poulos, Parks & Recreation Director 
Date: 8/22/2019
Re: Keron Poteat out of state travel

Keron Poteat has several out of state trips we are seeking permission for:

- October 16 – 20, 2019 Special Olympics Tennis Championships Hilton Head, SC
- November 11, 2019 Barter Theater Trip Abingdon, Va.
- December 9 – 10, 2019 Senior Overnight Trip Pigeon Forge, TN

Thanks for your consideration.


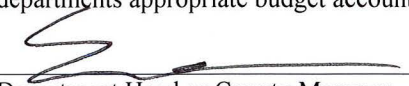
Watauga County Travel Authorization and Travel Advance Request

	Budget Account Number	
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Name: Keron Poteat	Title: Recreation Specialist II	Department: WCPR
Destination: <i>Hilton Head, SC</i>	Meeting Dates: <i>October 16-20, 2019</i>	
Is this out of state travel? <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, Board of County Commissioners approval is required and must be signed by the County Manager.	Departure Date: <i>10/16/19</i>	Return Date: <i>10/20/19</i>
	Time: <i>8am</i>	Time: <i>5pm</i>
Purpose of Trip: <i>Special Olympics Tennis Championships</i>		
Overnight Accommodations Required? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Rate per night/person \$		
Name of Hotel/Motel: <i>pd by Special Olympics</i>	Government Discount <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Method of Transportation:		
Cost \$	<input checked="" type="checkbox"/> County Vehicle	<input type="checkbox"/> Personal Vehicle <input type="checkbox"/> Air
<input type="checkbox"/> Other	Explanation	

Estimated Expenses		Totals
* REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee		
	\$	<i>All paid through Special Olympics</i>
MEALS:	Breakfast	
	Lunch	
	Dinner	
* LODGING:	Single Rate	
* Other		
Total		<i>0</i>

* Receipts Required for Reimbursement

Remarks: See flyer		
Are funds requested in advance: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount \$ _____ Form is Mathematically Correct: <input type="checkbox"/> Yes <input type="checkbox"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck. <div style="text-align: center;">  _____ Employee </div> Date: <i>8/22/19</i>	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account. <div style="text-align: center;">  _____ Department Head or County Manager _____ County Manager (Out of State Travel) Date: _____ </div>
Finance Staff	Employee	County Manager (Out of State Travel)
Date	Date: <i>8/22/19</i>	Date



Presented by



SCHEDULE OF EVENTS

Monday, Oct 14, 2019

3:00 PM EST **Head Coaches Conference Call** # 857-216-6700 Code 889175

Tuesday, Oct 15, 2019

5:00 PM- 7:00 PM **Volunteer Training** Van Der Meer Shipyard Courts

Thursday Oct 17, 2019

9:00 AM -- 11:00 AM *Practice Courts available* Van Der Meer Shipyard Courts

9:00 AM -- 11:00 AM *Athlete and Coach Registration* Conference Room

11:30 AM -11:45 AM *Lunch* Lunch Tents

12:30- 5:00 PM *Drills and Clinics & Unified Experience* Courts 1,2, 7, 8,12,13,14,15,16,17,18,

2:00 PM *PTR Welcome to Coaches & ITN Video* Sonesta

5:30 PM – 6:30 PM *Dinner* Porch

6:45 PM –8: 45 PM *20th Anniversary Opening Ceremony Pro Exhibition* Court 12

Friday Oct 18, 2019

8:00 AM – 6:00 PM *Singles Competition – Levels 2, 3, 4, 5, 5+* Courts 1,2,7,8,12,13,14,15,16,17,18

11:00 AM – 1:00 PM *Lunch* Lunch Tents

NOON – 1:00 PM *Level 1 Individual Skills Competition* Courts 12

6:45 PM - 9:30 PM *Celebration Dinner /Dance Singles Awards Presentation* Port Royal

9:00 PM *Coaches meeting / Unified Partners* Port Royal

Saturday Oct 19, 2019

8:30 AM – 4:30 PM *Levels 2, 3,4,5, 5+ of Doubles and Unified Doubles Competition* Courts 1,2,7,8,13,14,15,16,17, 18

9:00 AM -10:00 AM *Level 1 - ISC Competition* Courts 12

10:00 AM – 3:00 PM *Pickleball Clinic and Demo* Court 17.18

11:00 AM – 1:00 PM *Lunch* Lunch Tents

1:00 PM – 2:00 PM *Level 1 – ISC Competition* Court 12

3:30 PM– 5:00 PM *Ice Cream Social* Van Der Meer Shipyard

5:00 PM **Awards - Level 1, Level 2, 3, 4, 5, 6 Doubles, Unified Doubles** Court 12

Sunday Oct 22, 2017

8:00 AM - Noon *Rain Day*



Watauga County Travel Authorization and Travel Advance Request

	Budget Account Number	
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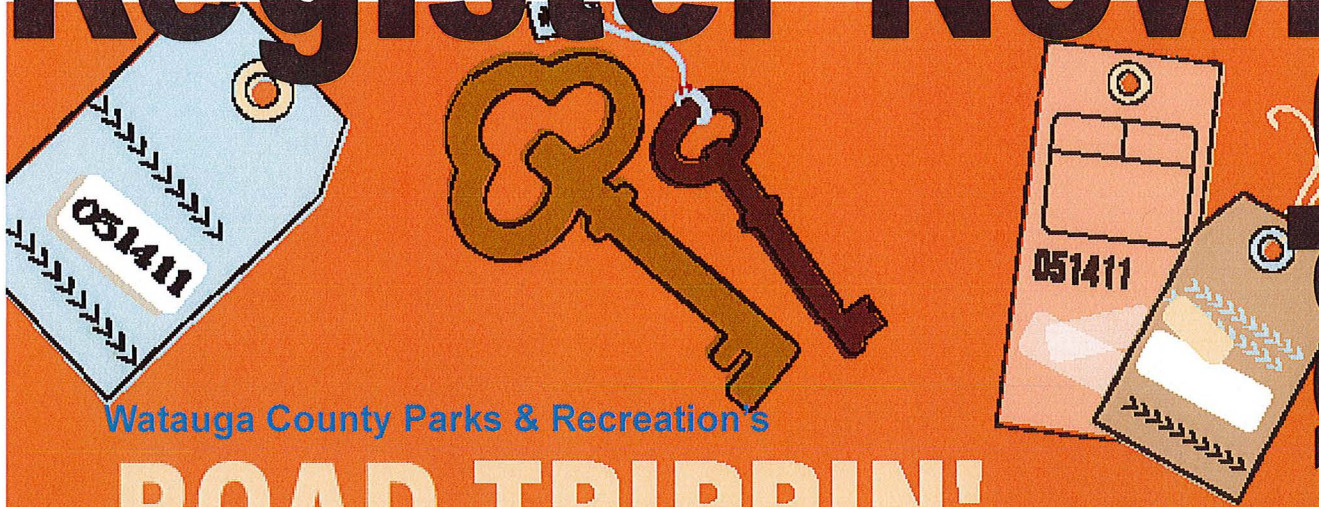
Name: Keron Poteat	Title: Recreation Specialist II	Department: WCPR
Destination: <i>Abingdon, VA</i>	Meeting Dates: <i>November 11, 2019</i>	
Is this out of state travel? <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, Board of County Commissioners approval is required and must be signed by the County Manager.	Departure Date: <i>11/11/19</i>	Return Date: <i>11/11/19</i>
	Time: <i>8:30 am</i>	Time: <i>5pm</i>
Purpose of Trip: <i>Sr. trip</i>		
Overnight Accommodations Required? <input type="radio"/> Yes <input checked="" type="radio"/> No	Rate per night/person \$	
Name of Hotel/Motel _____	Government Discount <input type="radio"/> Yes <input checked="" type="radio"/> No	
Method of Transportation:		
Cost \$ _____	<input checked="" type="checkbox"/> County Vehicle	<input type="checkbox"/> Personal Vehicle <input type="checkbox"/> Air
<input type="checkbox"/> Other _____	Explanation _____	

Estimated Expenses		Totals
* REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee		
	\$	
MEALS:	Breakfast	
	Lunch	
	Dinner	
* LODGING:	Single Rate	
* Other		
	Total	<i>0</i>

* Receipts Required for Reimbursement

Remarks: See flyer		
Are funds requested in advance: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount \$ _____ Form is Mathematically Correct: <input type="checkbox"/> Yes <input type="checkbox"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck. <div style="text-align: center;">  _____ Employee </div> Date <i>11/11/19</i>	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account. <div style="text-align: center;">  _____ Department Head or County Manager </div> County Manager (Out of State Travel) Date _____
Finance Staff _____		
Date _____		

Register Now!



Watauga County Parks & Recreation's

ROAD TRIPPIN'

Sponsored in part by the High County Senior Games

Space is limited

Shiloh General Store

Hamptonville, NC

Leave @ 9 a.m.

Thursday, Sept. 5th

\$5 (lunch on own)

Skytop Apple Orchard

Hendersonville, NC

Leave @ 8 a.m.

Thursday, Oct. 10th

\$5 (breakfast on your own)

"Wait Until Dark" at Barter

Abingdon, VA

Leave @ 8:30 a.m.

Wednesday, Nov. 6th

\$36 (inc. ticket, lunch on own)

Pigeon Forge Holiday Trip

Pigeon Forge, TN

Leave @ 8 a.m.

M & T, Dec. 9th & 10th

\$100 (inc. ticket & lunch)



331 W Queen St.
Boone, NC 28607
828-264-9511
keron.poteat@watgov.org

BOARDING PASS
First Class
AUS 325
Airport 1


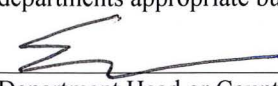
Watauga County Travel Authorization and Travel Advance Request

	Budget Account Number	
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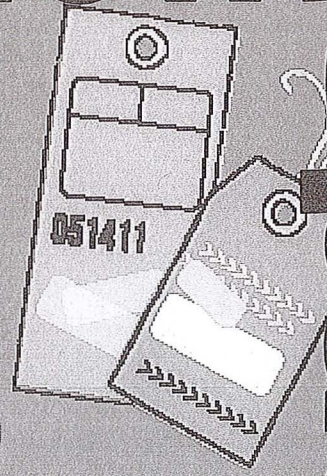
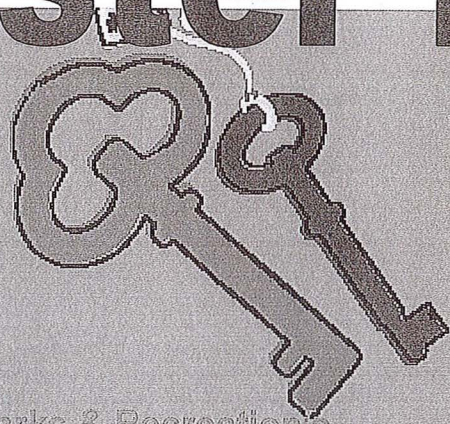
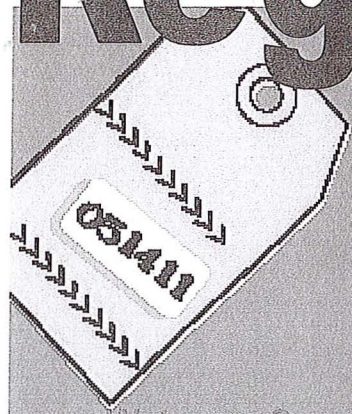
Name: Keron Poteat	Title: Recreation Specialist II	Department: WCPR
Destination: <i>Pigeon Forge, TN</i>	Meeting Dates: <i>December 9 & 10, 2019</i>	
Is this out of state travel? Yes No If yes, Board of County Commissioners approval is required and must be signed by the County Manager.	Departure Date: <i>12/9/19</i>	Return Date: <i>12/10/19</i>
	Time: <i>8am</i>	Time: <i>6pm</i>
Purpose of Trip: <i>Senior overnight trip</i>		
Overnight Accommodations Required? No <input checked="" type="checkbox"/> Yes Rate per night/person \$		
Name of Hotel/Motel: <i>Arbors @ Island Landing</i>	Government Discount <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Method of Transportation:		
Cost \$ _____ <input checked="" type="checkbox"/> County Vehicle <input type="checkbox"/> Personal Vehicle <input type="checkbox"/> Air <input type="checkbox"/> Other _____		
Explanation		

Estimated Expenses		Totals
* REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee		
	\$	
MEALS:	Breakfast	
	Lunch	
	Dinner	
* LODGING:	Single Rate	
* Other		
Total		

* Receipts Required for Reimbursement

Remarks: <i>See flyer</i>		
Are funds requested in advance: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount \$ _____ Form is Mathematically Correct: <input type="checkbox"/> Yes <input type="checkbox"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck. <div style="text-align: center;">  _____ Employee </div> Date: <i>8/22/19</i>	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account. <div style="text-align: center;">  _____ Department Head or County Manager _____ County Manager (Out of State Travel) _____ Date </div>
Finance Staff		
Date		

Register Now!



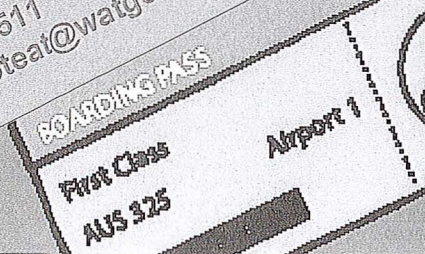
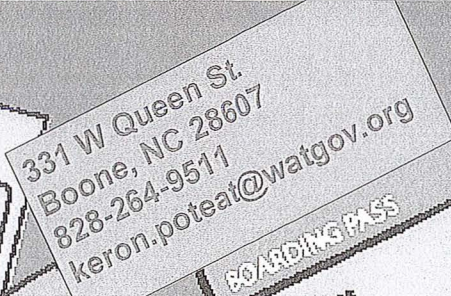
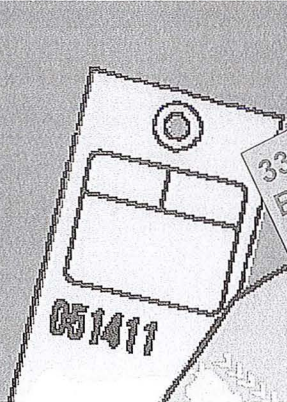
Watauga County Parks & Recreation's

ROAD TRIPPIN'

Sponsored in part by the High County Senior Games

Space is limited

<p>Shiloh General Store Hamptonville, NC Leave @ 9 a.m.</p>	<p>Thursday, Sept. 5th \$5 (lunch on own)</p>
<p>Skytop Apple Orchard Hendersonville, NC Leave @ 8 a.m.</p>	<p>Thursday, Oct. 10th \$5 (breakfast on your own)</p>
<p>"Wait Until Dark" at Barter Abingdon, VA Leave @ 8:30 a.m.</p>	<p>Wednesday, Nov. 6th \$36 (inc. ticket, lunch on own)</p>
<p>Pigeon Forge Holiday Trip Pigeon Forge, TN Leave @ 8 a.m.</p>	<p>M & T, Dec. 9th & 10th \$100 (inc. ticket & lunch)</p>



AGENDA ITEM 11:

PROPOSED RESOLUTION FOR 2020 CENSUS PARTNERSHIP

MANAGER'S COMMENTS:

Mr. Furman will present a proposed resolution as requested by the US Census Bureau. The resolution is in support of the 2020 census and encourages all to participate in obtaining an accurate account.

Board approval is requested.

COUNTY OF WATAUGA

STATE OF NORTH CAROLINA

DRAFT

RESOLUTION
2020 Census Partnership

WHEREAS the U.S. Census Bureau is required by the U.S. Constitution to conduct a complete count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS the County of Watauga is committed to ensuring every resident is counted; and

WHEREAS federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing; and

WHEREAS census data help determine how many seats each state will have in the U.S. House of Representatives and are necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and

WHEREAS information from the 2020 Census and American Community Survey is vital for economic development and increased employment; and

WHEREAS the information collected by the census is confidential and protected by law; and

WHEREAS a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our residents; and

WHEREAS the Census count requires extensive work, and the Census Bureau needs partners at the state and local level to insure a complete and accurate count; and

WHEREAS the County of Watauga and its Complete Count Committee will bring together a cross section of community members who will apply their local knowledge and expertise to reach out to all persons of our community; and

NOW, THEREFORE, BE IT RESOLVED that the County of Watauga is committed to partnering with the U.S. Census Bureau and the State of North Carolina and will:

1. Support the goals for the 2020 Census and will disseminate 2020 Census information;
2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation;
3. Provide CCC members and Census advocates to speak to County and Community Organizations as needed;
4. Support census takers as they help our County complete an accurate count; and,
5. Strive to achieve a complete and accurate count of all persons within our borders.

ADOPTED this 3rd day of September, 2019.

ATTEST:

Anita J. Fogle, Clerk to the Board

John Welch, Chairman
Watauga County Board of Commissioners

AGENDA ITEM 12:**REQUEST FOR EXEMPTION FROM LOCAL POLICY****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will request the Board waive the County's local policy requiring three (3) bids for informal projects as defined by the North Carolina General Statutes. The County will be requesting bids to be submitted and opened on September 10, 2019 for the West Annex (Cooperative Extension Building) culvert replacement. The project is on an aggressive schedule to meet the trout stream moratorium that takes place from October 15th through April 15th. In the event that three (3) bids are not received the project would be delayed until after April to comply with the trout stream moratorium as there would not be ample time to re-advertise and award the bid. This could potentially add additional cost to the project and also lose the potential bidders that already submitted.

Staff would request the Board waive the County policy requiring three (3) bids for informal projects in order to allow for the project to be completed before the trout stream moratorium is effective October 15th.

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AGENDA ITEM 13:

PROPOSED RESOLUTION IN SUPPORT OF FUNDING TO MEET THE MENTAL HEALTH, INTELLECTUAL/DEVELOPMENTAL DISABILITIES, AND SUBSTANCE USE DISORDER SERVICE NEEDS OF THE CITIZENS OF WATAUGA COUNTY

MANAGER’S COMMENTS:

At the August 22nd Vaya Health Board meeting, a resolution opposing continued cuts to single stream funding for MH/IDD/SU individuals was adopted. The same resolution will be shared with Vaya Health County Commissioner Advisory Board (CCAB) as well as Consumer and Family Advisory Committee (CFAC) for consideration of adoption.

Vaya is requesting individual counties to consider passing a similar resolution. If the resolution is passed and adopted, Vaya is requesting a copy in order to forward to the General Assembly.

Board action is required to adopt the resolution as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

DRAFT**WATAUGA BOARD OF COUNTY COMMISSIONERS****RESOLUTION IN SUPPORT OF FUNDING TO MEET THE MENTAL HEALTH, INTELLECTUAL/
DEVELOPMENTAL DISABILITIES, AND SUBSTANCE USE DISORDER SERVICE NEEDS OF THE CITIZENS OF
WATAUGA COUNTY**

WHEREAS, Watauga County recognizes that, with appropriate services and supports, individuals with mental health and substance use disorders can achieve recovery; and

WHEREAS, Watauga County further recognizes that individuals with intellectual/ developmental disabilities (“IDD”) can live productive lives in the homes and communities of their choice; and

WHEREAS, Watauga the amount of resources needed for mental health, substance use disorder and IDD services and supports is increasing due to North Carolina’s increasing population; and

WHEREAS, Watauga County is a member of Vaya Health, a public Local Management Entity/ Managed Care Organization (“LME/MCO”) responsible for management and oversight of publicly-funded mental health, substance use disorder and IDD services for over 270,000 Medicaid-covered and uninsured individuals across twenty-two (22) western North Carolina counties (the “Catchment Area”); and

WHEREAS, consistent with the goals of the 1915(b)/(c) Medicaid Waiver expansion, the Vaya Health Board of Directors developed a comprehensive reinvestment plan beginning in SFY 2015-16 as part of a focused effort to reduce unnecessary emergency department admissions, divert people from incarceration and institutionalization, combat the opioid epidemic, and support county Departments of Social Services; and

WHEREAS, Vaya has already reinvested \$18.5 million of its Medicaid savings in a broad array of initiatives designed to directly address the needs of the citizens of Watauga County, including but not limited to expanding Facility Based Crisis and Behavioral Health Urgent Care services, implementing an innovative evidenced-based service to support children aging out of the foster care system, distributing opioid overdose reversal kits, increasing provider rates and expanding Medication Assisted Treatment; and

WHEREAS, State funding for North Carolina's behavioral healthcare system has been inconsistent and inadequate for more than 17 years since mental health reform legislation was passed by the North Carolina General Assembly in 2001; and

WHEREAS, the North Carolina General Assembly has reduced State funding for behavioral health services (known as single-stream funding) by more than \$458 million statewide over the past four years, including more than \$48 million in cuts to single-stream funding to Vaya alone, while requiring Vaya and other LME/MCOs to continue offering the same level of State-funded services as before such reductions; and

WHEREAS, if the proposed \$9 million single-stream reduction in the pending State budget is passed into law, the General Assembly will have cut \$57 million in single-stream funding from Vaya; and

WHEREAS, despite these significant single-stream funding reductions, Vaya has continued serving the uninsured and underinsured using remaining State funds and Medicaid savings that were intended to be used for implementing its reinvestment plan; and

WHEREAS, such continued reductions have forced Vaya to eliminate, or halt work on, items from its reinvestment plan; and

WHEREAS, Watauga County has continued to fund Vaya with County dollars to supplement services to our residents, but we are concerned that additional reductions in behavioral health funding by the State may increase the need for the local allocation and place additional strain on local hospitals, Emergency Medical Services, jails, housing, and other social service resources.

NOW, THEREFORE, BE IT RESOLVED that we, the Watauga County Board of Commissioners, do hereby request that the North Carolina General Assembly:

- Stop cutting Vaya Health’s State single-stream funding so that such funds can be utilized to strengthen access to healthcare services for the mental health, intellectual/ developmental disabilities, and substance use disorder needs of uninsured and underinsured Watauga County citizens; and
- Allow Vaya Health to build up its Medicaid savings so that Vaya can reinvest in services and supports for our communities rather than mandating that such funds be used to replace reduced State funding.

ADOPTED this 3rd day of September, 2019.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Presentation of Watauga County Community Child Protection Team's (CCPT) Annual Report and Appointment of Members for 2019

MANAGER'S COMMENTS:

Attached is the annual report for the Watauga County Community Child Protection Team. In addition is a list of the Team members. The Child Protection Team is tasked with reducing the acts of abuse and violence against children in the County.

Board action is required to approve the annual report along with the member list.

Watauga County Community Child Protection Team

Watauga County Human Service Building
132 Popular Grove Conn
Boone, NC 28607

mailing address:
714 Queen Street
Boone, NC 28607

To: Mr. Daron Geouque
County Manager

From : Watauga County Community Child Protection Team

Re: Annual appointment of CCPT and CFT members for 2019-2020

Date: 08-18-19

Dear Mr. Geouque:

On behalf of the Watauga County Community Child Protection Team, I am submitting a list of membership for approval as well as the enclosed reports from the CCPT and the Child Fatality team for the team's work during 2018.

We participated in the State's report in January of 2019, which was actually a survey contracted out to NC State University and we turned in our State report to the DSS Division staff in January.

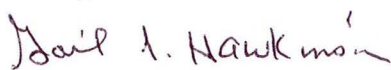
I apologize for the lateness of a formal report to the Board. Mr. Billy Kennedy serves on the two community teams and serves as a liaison between the team and the Board of Commissioners. All vacancies on the Board have been filled currently with active members with the exception of Guardian ad litem Coordinator and she attends when she can or sends an intern.

There have been several changes to the membership in this list for approval. I have served as chair since 2012 and consider it an honor to have been a part of this important community team. My personal circumstances and health required that I passed this position to another and I regret that am unable to serve as a member at this time.

MS Selena Moretz, is the is the new Chair. MS Moretz is Director of the Children's Advocacy Center of the Blue Ridge as well as forensic interviewer/victim advocate for that agency. She has been a member of the CCPT and CCFT. She brings years of experience and expertise to this position and will serve it well.

The Team is quite active and accomplishes the mission bestowed unto it by the State and our Board of County Commission. Members report that they find it very useful for carrying out their own various agency/organization missions as well as developing individual treatment plans for the children and families they serve. The Team greatly benefits from Commissioner Billy Kennedy participation and appreciates the support from our County government officials.

Sincerely,



Gail S Hawkinson, Chair for 2018

Composition of the CCPT and CCFT as detailed in NC G. S. 7B1407

2018-2019

1.	County Director of DSS	Tom Hughes
2.	Member of the DSS Director's staff	Chad Slagle
3.	Local Law Enforcement Officer	Carolyn Johnson
4.	Attorney from Office of the DA	Andrew Cochran
5.	Community Action Agency Director	Robin Triplett (Children's Council)
6.	Superintendent (designee) of school admin	Dr. Paul Holden
7.	Mental Health (LME)	Greta Mikus
8.	Member of Bd of DSS (Co. Commission)	Billy Kennedy
9.	Guardian ad litem coordinator	McKenzie Kilpatrick
10.	Local Health Care Provider	Dr. Robert Lonas
11.	Director of Public Health (designee)	LeAnn Martin, Chair, Child Fatality Team

Members at large

1.	Children's Advocacy Center	Selena Moretz, Chair, Child Protection Team
2.	OASIS community action agency	Michelle Grit
3.	Appalachian HealthCare (AARHC)	Kim Greene
4.	Mental Health Provider (Daymark)	Dr. Murray Hawkinson
5.	Watauga County Schools	Megan Langdon

Watauga County Community Child Protection Team

Watauga County Human Service Building
132 Popular Grove Connector
Boone, NC 28607

To: Watauga County Board of Commissioners
John Welch, Chair
Billy Kennedy, Vice Chair
Larry Turnbow, Perry Yates and Charlie Wallin

From: Watauga County Community Child Protection Team and Watauga County Child Fatality Prevention Team

Re: 2018 Annual report for Watauga County Community Child Protection Team

Date: 8-20-2019

Dear Honorable Commissioners:

Please accept this report from the Watauga County Child Protection Team and the Watauga County Child Fatality Prevention Team which includes:

- Watauga County local report submitted to the N. C. Division of Social Services (summary).
- Child Fatality Prevention Team report 2018 annual report to the State (highlights)
- Child Fatality Task Force Accomplishments (dated 06-06-2019)
- List of current CCPT members that will require approval from the Board of County Commissioners

The Community Child Protection Team (CCPT) is one of 100 teams mandated by G.S. 7B 1406. CCPT is a body of dedicated and concerned citizens representing agencies, organizations, and the community-at-large, which as a group functions independently to address child protection and reduction of abuse and violence in the county.

The team is responsible for reviewing policies, procedures and practices of our local DSS in order to protect families, understand and assist the DSS County Director in the protection of children living in the families that are reviewed, and evaluate the extent to which the agencies are effectively discharging their obligation to serve children responsibly.

Mr. Billy Kennedy is the appointed Commissioner from The Board of Commissioners. Mr. Kennedy is an active member of both the CCPT and the CFPT and serves as liaison between those teams and this Board.

The Watauga County CCPT and the Watauga County CFPT report to the Division of Human Services their findings and recommendations, to enhance safety and improve opportunities for children in our community.

Other missions include, but are not limited to:

- Providing a community-endorsed approach to child protection for all children in the community;
- Understand causes of childhood deaths;
- Identify gaps or deficiencies in service delivery in public agency systems designed to prevent abuse, neglect, and death;
- Make and implement recommendations for laws, rules, and policies that will support the safe and healthy development of our children and prevent future child abuse, neglect and death;
- Meet Federal and State law requiring case review by a citizen review panel for cases of child maltreatment fatalities. In North Carolina, CCPT is recognized as the citizen review panel required by the 1996 amendments to the Child Abuse Prevention and Treatment Act (CAPTA);
- Improve collaboration between agencies that serve families and children;
- Bring for review any case requested by a Team member. The purpose of the review is to identify whether gaps and deficiencies exist with the community child protection system that have impact on the incidence of abuse, neglect or dependency.

Summary of local report submitted to the N C Division of Social Services for 2018

The Watauga CCPT Team met the State’s requirements for meeting s, membership, reviews, and reports. The team reviewed 6 cases that met criteria.

Frequency of CCPT meetings: monthly (except July)

- Total number of cases reviewed: 6
- Fatalities: 1
 - Active Child Welfare Cases 4
 - Other cases: 2

Number of cases reviewed from:

- Abuse 2
- Neglect 6
- Dependency 2
- Other: 0

1. Based on the cases reviewed by CCPT, briefly describe the situation or condition that most often was the cause of children being unsafe.

Substance use disorders and substance addiction of parents. Poverty (substandard housing, Food insecurity), lack of transportation off our bus routes. Also, although not a major issue in this year’s selected CCPT-reviewed cases, DSS reports Domestic Violence is a factor in the management of screened-in reports.

2. A role of CCPTs is to address deficiencies or gaps in services or resources each year. Semi- list of team’s accomplishments for 2018.

CCPT and CFT members are active in several community collaboratives that address and work for solutions for a variety of problems that affect our children and families. The members bring these collaboratives' work for use in CCPT and CFT treatment planning for the families being reviewed, and for identifying needed system improvements. Examples include the Community Substance Abuse Collaborative, a taskforce addressing substance abuse issues and developing resources for treatment. A related group is Watauga Substance Abuse Prevention, or WSAP, a data-driven, evidence-based, multi-sector coalition with a goal to reduce youth substance use and abuse in Watauga County. Another is the Local Interagency Coordinating Council/Watauga Community Children's Collaborative, or LICC/WCCC, which addresses early identification and intervention with children requiring special education and other services, as well as identifying community resources and needs for children in general. Another is the Watauga Compassionate Community Initiative, or WCCI, which focuses on the adverse impact of toxic stress and trauma on children, and the development of community resources to build resilience. Agencies and stakeholders represented on these teams worked to ease referral systems between agencies, update referral sources for the community, and jointly represent contributors to the annual community forum promoting Watauga to be a trauma-informed community.

3. A main function of the CCPT is to identify child protection needs of the county and develop strategies to address the need. List our county's child protection needs that were identified from case reviews and action taken to address the need.

Child protective need: Addiction of parent

Team's action: Participate in SA collaborative and multidisciplinary teams

Outcome: Watauga drug court operating and successful; development in process of a LEAD Program, Law Enforcement Active Diversion, which seeks to provide facilitation of treatment options for first offenders who might otherwise face arrest and incarceration

Child protective need: Connecting people to services

Outcome: DSS contracts for drug screening and services, encouraging development of resources such as monitoring business in serving alcohol or other substances to minors. Team efforts to update existing avenues for education to community about referral systems and services available.

Child protection needs that CCPT would like to have addressed at the State level:

- Expansion of Medicaid to increase available health care as well as MH and SA services.
- Increase funding for human services.
- Fund mandates to DSS.

Based on 2018 case reviews, the team's top three recommendations for improving child welfare services remain unchanged:

- Less rigid funding rules for child/youth/family case management services
- For Medicaid rules to allow for family to keep health coverage while child removed in order to work on reunification plans.
- The majority of DSS cases involve poverty-inadequate housing, lack of transportation, jobs without a living salary and health needs, all of which must be addressed more effectively.

In order to ensure that children, youth, and families have the mental health services required for promoting child safety, child permanency, and child and family well-being, our Team supports the following action steps:

- Work with state-level agencies and family and child associations to reach cross-system definitions of services, timelines, and response times.
- Assist families in accessing needed mental health services including providing subsidies for Medicaid-ineligible family, transportation especially in rural areas, and translation/interpretation for non-English speaking families.
- Promote education on what services are available within communities for families.

It is important to note that this data is taken strictly from the selected and small number of cases reviewed by this team and not reflective of overall reporting of abuse/neglect. These needs, and work toward solutions, are not new problems but grow as our population increases.

We are indeed fortunate in Watauga County that providers (both non-profits, private partnerships and governmental), agencies, schools, and health providers work cooperatively in identifying and attempting to find resources for our children and families. Our team is one of several collaborative that meet on a regular basis for the goal of providing support and treatment resources for our families and children. Your support is greatly needed and appreciated.

Watauga CCPT team respectfully requests your acceptance and approval of this report as well as approval of the membership list.

Please contact me or any member of these teams if you have questions or desire more information.

Thank you for your attention and support. It has been my pleasure to serve as Chair of this important group.

Sincerely,



Gail S. Hawkinson, Outgoing Chair
714 Queen Street
Boone, NC 28607

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AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Boards and Commissions

MANAGER’S COMMENTS:

Adult Care Home Community Advisory Committee

Ms. Stevie John, High Country Council of Government’s Regional Long-term Care Ombudsman, has submitted Ms. Evelina Idol’s and Ms. Janet Specht’s names for reappointment to the Watauga County Adult Care Home Community Advisory Committee. Both are willing to continue to serve for one-year terms if so appointed. These are first readings.

Personnel Advisory Committee

The Watauga County Personnel Ordinance established a Personnel Advisory Committee which is comprised of five (5) persons designated by the Board, authorized to hear employee grievances, and recommend decisions to the appointing authority. The Committee consists of one (1) Commissioner, one (1) department head and three (3) non-supervisory regular employees. Current members of the Personnel Advisory Committee are as follows:

<u>Employee</u>	<u>Position</u>
Mr. John Welch	County Commissioner
Ms. Angie Boitnotte	Department Head
Ms. Regina Houck	Regular Employee
Ms. Amy Parsons	Regular Employee
Mr. Greg McGrady	Regular Employee
Mr. Derrick Ellison	Regular Employee Alternate Member

Due to scheduling issues, there is a need to appoint additional alternate members. The following are willing to serve as listed:

<u>Employee</u>	<u>Position</u>
Mr. Billy Kennedy	County Commissioner Alternate Member
Ms. Misty Watson	Department Head Alternate Member
Ms. Lynne Austin	Regular Employee Alternate Member
Ms. Amy Snider	Regular Employee Alternate Member

These are first readings.

Brenda Lyerly
Chair of the Board

Johnny Riddle
Vice-Chair



Chris Jones
Secretary

090319 BCC Meeting
Valerie Jaynes
Treasurer

468 New Market Blvd.
Boone, NC 28607

www.regiond.org

Voice: 800-735-8262

Phone: 828-265-5434
Fax: 828-265-5439

August 16, 2019

Clerk to the Board
Ms. Anita J. Fogle
814 West King Street, Suite 205
Boone, North Carolina 28607



Dear Ms. Fogle,

Ms. Evelina Idol has indicated her willingness to be appointed for a one-year term to the Watauga County Adult Care Home Community Advisory Committee for Long Term Care.

Please submit Ms. Idol's name to the Commissioners for their consideration and let me know their decision at your earliest convenience. Ms. Idol's application is enclosed. If you have any questions or concerns, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

Stevie M. John
Regional Ombudsman

Enclosures
Volunteer application

Community Advisory Committee VOLUNTEER APPLICATION

Thank you for your interest in the Community Advisory Committee. If you are a county resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete and submit this application.

NAME: <i>Evelina Idol</i>		
ADDRESS: <i>212 Whispering Pines Rd -</i>		
CITY: <i>Boone</i>	STATE: <i>N.C.</i>	ZIP: <i>28607</i>
HOME PHONE: <i>(828) 264-2042</i>	WORK PHONE: <i>(828) N/A</i>	EMAIL:
PLACE OF EMPLOYMENT: <i>Retired</i>		
COUNTY OF RESIDENCE: <i>Watauga</i>	Do you serve on any other Boards? <i>NO</i>	
Why are you interested in volunteering on the Community Advisory Committee? <i>I was appointed to the CAC committee the year it was mandated by the state. I served from that time until 12-31-17. I took time off for family sickness during 1-1-18 until the present time now. I had good rapport with the residents at Mountain Care Inc. and Deerfield Ridge. Serving on the committee was a joy and I feel like I made a difference in many of the residents lives. After 35+ years of service, I feel qualified to apply to serve on this committee.</i>		
Please list any work, volunteer and/or educational experience that you would like us to consider in the review of your application. Feel free to attach a resume. <i>I retired from ^{new River} mental health with 30 years of experience. Serving on the CAC committee for 35 plus years, I definitely gained much educational experience, and hands on experience with the residents. I definitely have an interest in serving the disabled and senior adults.</i>		

North Carolina General Statutes direct the Long-Term Care Ombudsman to ensure that long term care residents have full opportunity to exercise their basic rights, which include-civil and religious liberties, the right to independent personal decisions and knowledge of available choices.

Ombudsmen do not have regulatory authority over long term care facilities, nor do they investigate allegations of abuse and neglect as defined in the North Carolina statutes.

The Regional Ombudsman is responsible for the training and support of the Community Advisory Committees, which includes:

- Orienting new members and providing ongoing training
- Assisting committees in developing effective strategies to address local long-term care issues
- Providing technical assistance and information to the general public and others
- Analyzing long term care issues specific to the locality
- Facilitating a positive relationship between the CAC, County Department of Social Services, Mental Health, Division of Health Service Regulation, County Health Department and County Government
- Referral of concerns, issues, complaints to the appropriate regulatory agency
- Maintaining a current directory of facilities and committee membership
- Reporting committee activities to the North Carolina Division of Aging and Adult Services

For further information about the serving as a volunteer:

High Country Area Agency on Aging

Stevie John, Regional Ombudsman

468 New Market Blvd Boone, NC 28607

Phone: 828-265-5434

Fax: 828-265-5439

Email: sjohn@regiond.org

Brenda Lyerly
Chair of the Board

Johnny Riddle
Vice-Chair



Chris Jones
Secretary

090319 BCC Meeting
Valerie Jaynes
Treasurer

468 New Market Blvd.
Boone, NC 28607

www.regiond.org

Voice: 800-735-8262

Phone: 828-265-5434
Fax: 828-265-5439

December 5, 2018

Clerk to the Board
Ms. Anita J. Fogle
814 West King Street, Suite 205
Boone, North Carolina 28607



Dear Ms. Fogle,

Ms. Janet Specht has indicated her willingness to be appointed for a one-year term to the Watauga County Adult Care Home Community Advisory Committee for Long Term Care. Currently, one vacancy exists on the committee. I have enclosed an updated committee roster for your information.

Please submit Ms. Specht's name to the Commissioners for their consideration and let me know their decision at your earliest convenience. Ms. Specht's application is enclosed. If you have any questions or concerns, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

Stevie M. John
Regional Ombudsman

Enclosures:
Application
Roster

Community Advisory Committee VOLUNTEER APPLICATION

Thank you for your interest in the Community Advisory Committee. If you are a county resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete and submit this application.

NAME: <i>Janet Specht</i>		
ADDRESS: <i>229 Juniper Dr</i>		
CITY: <i>Boone</i>	STATE: <i>NC</i>	ZIP: <i>28607</i>
HOME PHONE: <i>Cell</i> <i>(319) 331-7310</i>	WORK PHONE: <i>()</i>	EMAIL: <i>Spechtj1k@gmail.com</i>
PLACE OF EMPLOYMENT: <i>Retired</i>		
COUNTY OF RESIDENCE: <i>Watauga</i>	Do you serve on any other Boards? <i>Cashy Bread Ministerial Board</i>	
Why are you interested in volunteering on the Community Advisory Committee? <i>My back ground is aging + long term care I want to do what I can do to help elders have the best life they can have</i>		
Please list any work, volunteer and/or educational experience that you would like us to consider in the review of your application. Feel free to attach a resume. <i>I was the Director of Nursing in an 800 long term care facility for 29 years I did my post doctoral study in Gerontology + I taught gerontological nursing to nursing students for 17 years with clinical experiences in nursing homes I was Director of the Hartford Center for Gerontological Excellence at the University of Iowa for 3 years. I co-owned an alternative living facility for persons with dementia for 5 1/2 years. Care of older persons is my passion.</i>		

Do you have a family member (spouse, son, daughter, mother, father, sister, brother, or in-laws of these) who resides in a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Do you have a financial interest in a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Are you an employee of or serving on a governing board of a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Do you provide paid services of any kind to a resident or staff person in a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Are you a public official?	YES	<input checked="" type="radio"/> NO
Are you available to complete 15 hours of initial orientation prior to assuming any official responsibilities on the committee? Initial training includes a full-day (8 hours) of classroom training; completion of a home- study assignment (average time-2 hours over 30 day period), and facility orientation(s) (average of 5 hours).	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Are you available for a minimum of 8 hours every quarter (i.e. every 3 months) to visit facilities in your county?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Are you available to attend a one hour quarterly committee meeting in your county during business hours?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Are you willing to complete 10 hours of continuing education per year (provided by the Ombudsman Program)?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Do you understand that no monetary reimbursement will be provided for expenses incurred (i.e. mileage) by committee volunteers?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Have you been convicted of any criminal or civil offenses that relate to the abuse, neglect or exploitation of children and/or adults; drug misuse; fire arm violations; physical or sexual assault; murder or other violent crime?	YES	<input checked="" type="radio"/> NO

With my signature, I affirm that I have thoroughly read and understand the information provided in this packet. I affirm that the information I have provided in this volunteer application is accurate to the best of my knowledge.

SIGNATURE: *Janet K. Speck* DATE: 7/24/18

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AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Announcements

MANAGER'S COMMENTS:

The High Country Council of Governments' Annual Banquet is scheduled for Friday, September 6, 2019, at Linville Ridge. Please let Anita know if you plan attend.

A joint meeting with the Watauga County Board of Education will be held at the Valle Crucis School Gymnasium on Tuesday, September 3, 2019, at 6:00 P.M. to provide information on the proposed construction of a new Valle Crucis School and to hear public comments related to the project.

The Trustees of Caldwell Community College & Technical Institute invites the Board of Commissioners to a meeting on Wednesday, September 18, 2018, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Boone NC, in Room 112.

SPECIAL MEETING NOTICE

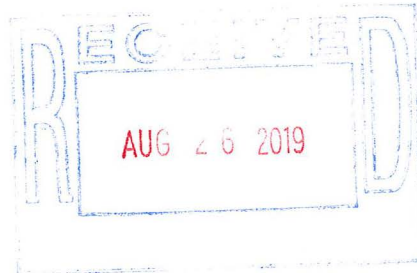
THE WATAUGA COUNTY BOARD OF COMMISSIONERS WILL HOLD A JOINT MEETING WITH THE WATAUGA COUNTY BOARD OF EDUCATION ON TUESDAY, SEPTEMBER 3, 2019, AT 6:00 P.M. THE PURPOSE OF THE MEETING IS TO PROVIDE INFORMATION ON THE PROPOSED CONSTRUCTION OF A NEW VALLE CRUCIS SCHOOL AND TO HEAR PUBLIC COMMENTS RELATED TO THE PROJECT. THE MEETING WILL BE HELD AT THE VALLE CRUCIS SCHOOL GYMNASIUM WHICH IS LOCATED AT 2998 BROADSTONE ROAD, SUGAR GROVE, NORTH CAROLINA. INTERESTED PARTIES ARE ENCOURAGED TO ATTEND. FOR INFORMATION OR QUESTIONS PLEASE CALL THE COUNTY MANAGER'S OFFICE AT 828-265-8000.

JOHN WELCH
CHAIRMAN



Caldwell Community College and Technical Institute

Office of the President



August 22, 2019

Mr. Deron Geouque
Watauga County Manager
814 West King Street, Suite 205
Boone, NC 28607

Dear Mr. Geouque:

The Trustees of Caldwell Community College and Technical Institute would like to schedule a joint meeting of the College Board of Trustees and the Watauga County Commissioners on Wednesday, September 18, 2019 at 6:00 p.m. at the Watauga Instructional Facility on Hwy 105 By-pass, Room 112.

Will you please check the date and time with the Commissioners and let my assistant, Donna Church know either by e-mail: dchurch@cccti.edu or phone: 828-726-2210, if September 18 at 6:00 p.m. will accommodate the Watauga County Commissioners schedule. Since a meal will be provided, we will need to know who will attend by Monday, September 9th.

Sincerely,

Mark J. Poarch, Ed.D.
President

2855 Hickory Blvd., Hudson, NC 28638 • 828.726.2210
Email: mpoarch@cccti.edu • Fax: 828.726.2300 • www.cccti.edu

An Equal Opportunity Educator & Employer

AGENDA ITEM 15:

PUBLIC COMMENT

AGENDA ITEM 16:

BREAK

AGENDA ITEM 17:

CLOSED SESSION

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

Land Acquisition – G. S. 143-318.11(a)(5)(i)

Personnel Matters – G. S. 143-318.11(a)(6)