

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

**TUESDAY, JULY 18, 2023  
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 20, 2023, Regular Meeting June 20, 2023, Closed Session June 21, 2023, Special Meeting June 22, 2023, Special Meeting		1
	3	APPROVAL OF THE JULY 18, 2023, AGENDA		17
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN TURNBOW	19
5:55	5	WATAUGA COMMUNITY HOUSING TRUST UPDATE	MR. BEN LOOMIS	21
6:00	6	HOMESTEAD RECOVERY CENTER'S REQUEST TO USE HUMAN SERVICES PARKING LOT	MS. PAM GREER MS. MOLLIE BOLICK	23
6:05	7	OPIOID SETTLEMENT UPDATE AND FUNDING AWARD REQUEST	MS. LINDSAY SULLIVAN	29
6:10	8	SHERIFF'S OFFICE REQUEST TO PURCHASE NEW PISTOLS	CAPTAIN PRESTON RUSSELL	37
6:15	9	PROPOSED ALLOCATION OF FY 2024 HOME AND COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS	MS. ANGIE BOITNOTTE	39
6:20	10	TAX MATTERS A. Monthly Collections Report B. Annual Settlement of Tax Collector C. Oath to Collect Taxes	MR. LARRY WARREN	53 55 111
6:25	11	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Courthouse Computer Systems Software License and Support Agreement B. New Valle Crucis School Change Order # 2 C. Adopt Resolution to Advertise United States Department of Agriculture (USDA) Lease Renewal in the West Annex D. Adopt Resolution to Advertise Appalachian State University Greenhouse Lease Renewal at the Landfill E. Request to Schedule Public Hearing to Allow Public Comment on the Closeout of the 2020 Community Development Block Grant COVID Relief Program Project (CDBG-CV) F. Proposed Human Services Parking Lot Agreement with Appalachian State University G. North Carolina Association of County Commissioners (NCAACC) Voting Delegate H. Boards and Commissions I. Announcements	MR. DERON GEOUQUE	115 123 135 149 161 163 169 175 181
6:30	12	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

June 20, 2023, Regular Meeting

June 20, 2023, Closed Session

June 21, 2023, Special Meeting – Budget Work Session

June 22, 2023, Special Meeting – Adoption of Budget Ordinance

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, JUNE 20, 2023**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 20, 2023, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Turnbow called the meeting to order at 5:30 P.M. The following were present:

**PRESENT:** Larry Turnbow, Chairman  
 Charlie Wallin, Vice-Chairman  
 Todd Castle, Commissioner  
 Braxton Eggers, Commissioner  
 Ray Russell, Commissioner  
 Anthony di Santi, County Attorney  
 Deron Geouque, County Manager  
 Anita J. Fogle, Clerk to the Board

**APPROVAL OF MINUTES**

Chairman Turnbow called for additions and/or corrections to the June 6, 2023, regular and closed session minutes.

Commissioner Castle, seconded by Commissioner Russell, moved to approve the June 6, 2023, regular meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

Commissioner Castle, seconded by Commissioner Russell, moved to approve the June 6, 2023, closed session minutes as presented.

VOTE: Aye-5  
 Nay-0

**APPROVAL OF AGENDA**

Chairman Turnbow called for additions and/or corrections to the June 20, 2023, agenda.

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to approve the June 20, 2023, agenda as presented.

VOTE: Aye-5  
 Nay-0

Commissioner Eggers opened with a prayer and Vice-Chairman Wallin led the Pledge of Allegiance.

## **PUBLIC COMMENT**

There was no public comment.

## **PROPOSED RESOLUTION AND MEMORANDUM OF UNDERSTANDING (MOU) FOR NC DIVISION OF WATER RESOURCES GRANT FOR NEW RIVER CONSERVANCY PROJECT**

Ms. Katie Krogmeier, with New River Conservancy, stated that the Board had agreed at the last Commissioners' meeting to sponsor New River Conservancy (NRC) in a grant application for a North Carolina Department of Environmental Quality's (NC DEQ) Division of Water Resources (DWR) Grant by being the main applicant, and NRC being a co-applicant. As part of this approval, Ms. Krogmeier presented a proposed resolution, "No Overdue Tax" form, and a Conflict of Interest Certification form (along with a copy of the County's No Conflict of Interest Policy). Ms. Krogmeier also presented a proposed Memorandum of Understanding (MOU) between the co-applicants.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the Memorandum of Understanding as presented by Ms. Krogmeier.

VOTE: Aye-5  
Nay-0

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to adopt the resolution, "No Overdue Tax" form and "No Conflict of Interest Certification" as presented by Ms. Krogmeier.

VOTE: Aye-5  
Nay-0

*[Clerk's Note: Mr. Furman was delayed arriving to the meeting so, therefore, Tax Matters were heard first.]*

## **TAX MATTERS**

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

Mr. Larry Warren, Tax Administrator, presented the Tax Collections Report for the month of May 2023. The report was presented for information only and, therefore, no action was required.

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

Mr. Larry Warren, Tax Administrator, presented the Refunds and Releases Report for May 2023 for Board approval:

## TO BE TYPED IN MINUTE BOOK

Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to approve the Refunds and Releases Report for May 2023 as presented.

VOTE: Aye-5  
Nay-0

**ECONOMIC DEVELOPMENT COMMISSION (EDC) CAPITAL RESERVE ACCOUNT FUNDING REQUEST**

Mr. Joe Furman, Economic Development Director, requested the allocation of funds from the Economic Development Capital Reserve Account regarding affordable housing upon the recommendation of the Economic Development Commission (EDC).

Mr. Furman stated that the EDC has made affordable housing a top priority and at its meeting on June 15, 2023, voted to request that \$10,000 be allocated from the Economic Development Capital Reserve Account to the Watauga Community Housing Trust toward the purchase and repair of a house to be resold at an affordable price using the Watauga Community Housing Trust model. If approved, the EDC would pledge the funds to be provided toward purchase of that house only. The top priority of the EDC was to try to address the housing supply issue in Watauga County, with this being a meaningful step in that direction. It is hoped that the funding would spur other donations toward the \$55,000 needed for the down payment.

Mr. Furman stated that the Housing Trust would retain ownership of the land through a 99-year land lease of which the purchaser would be aware. If the home owner should sell the house, the Housing Trust would have first right of refusal and, if declined to purchase, would retain the 99-year land lease. Life Store Bank was participating with the project and planned to lend all but \$55,000 of the purchase price. The Town of Boone has also pledged \$10,000, one church has pledged \$5,000 and another has indicated it would do the same. \$6,000 to \$7,000 has also been raised by individuals.

Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to allocate \$10,000 in funds from the Economic Development Capital Reserve Account to the Watauga Community Housing Trust as presented by Mr. Furman.

VOTE: Aye-5  
Nay-0

**BUDGET AMENDMENTS**

Ms. Samantha Jones, Finance Director, reviewed the following budget amendments:

Account #	Description	Debit	Credit
105911-470001	Carpet/Tiles	\$131,120.10	
105911-470005	Cafeteria Upgrades	\$54,319.11	
105911-470041	Pavement Resurface	\$79,508.72	

105911-470019	Door Replacements	\$16,502.84	
105911-470043	Roof Repairs	\$62,872.19	
105911-470031	Gym Floor Replacement	\$20,000.00	
105911-471000	Lottery Funds		\$364,322.96

The amendment recognized Lottery Funds requested and approved at the September 20, 2022, Board meeting.

105911-470041	Pavement Repair/Resurface	\$72,554.16	
105911-470029	Mobile Unit	\$147,029.46	
105911-470034	Security Cameras	\$49,099.97	
105911-470069	1:1 Devices	\$98,636.79	
105911-470036	HVAC/Sewer Pumps	\$20,287.76	
105911-470026	School Bus Lift	\$62,132.94	
105911-398121	Transfer from Capital Projects		\$449,741.08
105911-399101	Fund Balance Appropriation		\$449,741.08
105911-498010	Transfer to General Fund	\$449,741.08	

The amendment recognized Capital Funds requested and approved at the September 20, 2023, Board meeting.

103300-331561	Local Assistance & Tribal		\$50,000.00
517000-517010	Opioid Funding Expenses	\$50,000.00	

The amendment recognized the Streamflow Rehabilitation Assistance Grant as approved at the December 20, 2022, Board meeting.

103300-332004	Senior Center Grant		\$9,398.00
105550-449900	Senior Center Grant Expenses	\$9,398.00	

The amendment recognized Senior Center Grant Funding as approved at the March 7, 2023, Board meeting.

103300-332004	Streamflow Rehab Assistance		\$159,750.00
105550-449900	Streamflow Rehab Assistance	\$159,750.00	

The amendment recognized Streamflow Rehabilitation Assistance Grant funds as approved at the November 11, 2022, Board meeting.

103300-345000	ROAP		\$194,612.00
104500-469845	Elderly & Disabled Transportation Assistance	\$75,348.00	
104500-469844	Employment	\$16,414.00	
104500-469843	Rural General Public	\$102,850.00	

The amendment recognized additional Rural Assistance Operating Program funding as approved at the January 17, 2022, Board Meeting.

493839-384000	Donations		\$298,874.06
104265-435100	Hannah Building – Building Repairs	\$298,874.06	

The amendment recognized for building repair partially paid by Hunger Coalition.

103300-343309	Homeland Security Grant		\$26,081.90
104330-449904	Homeland Security Grant	\$26,081.90	

The amendment recognized grant received for Watauga County Emergency Management Office.

103300-349450	ICAC Grant – Sheriff	\$32,828.84
104310-449930	Internet Crimes Grant	\$32,828.84

The amendment recognized a grant received for the Watauga County Sheriff’s Office for Internet Crimes.

103300-333300	911 Priority Grant	\$474,011.93
104311-451007	911 Board Grant	\$474,011.93

The amendment recognized a grant received for Watauga County Emergency Management Office for 911 related expenses.

533839-389420	Opioid Settlement	\$275,935.97
533839-525405	Opioid Settlement Disbursement	\$275,935.97

The amendment accepted Opioid Grant funding as approved at the March 7, 2023, Board meeting.

104199-499100	General Admin Contingency	\$28,000.00
104120-412100	Administration Salaries	\$28,000.00

The amendment recognized additional expenses for extension of County Manager’s contract as approved at the September 9, 2022, Board meeting.

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

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Emergency Services Out-of-State Travel Request***

County Manager Geouque, requested authorization for Mr. Will Holt, Emergency Services Director, to travel out-of-state to Virginia to discuss opportunities for enhancing and cooperation regarding emergency communications.

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to authorize the out-of-state travel as presented by the County Manager.

VOTE: Aye-5  
Nay-0

### ***B. Proposed Amendments to the Boone Fire Contract***

County Manager Geouque, on behalf of Mr. Will Holt, presented a contract for fire protection with the Town of Boone for the Boone Rural Fire District. A standard contract was approved on

February 21, 2023, for fire departments within the County; however, due to this being a Town operated department, the proposed amendments were recommended by the Town of Boone.

Commissioner Eggers, seconded by Commissioner Russell, moved to approve the contract with the Town of Boone through the Boone Fire Department to provide fire protection for the Boone Rural Fire District.

VOTE: Aye-5  
Nay-0

***C. Proposed Acceptance of Donation for the New Valle Crucis School***

County Manager Geouque stated that the County was recently notified of the award of a grant from the Celia Lipton Farris and Victor W. Farris Foundation Home Community Fund, a component fund of the North Carolina Community Foundation, in the amount of \$115,000.00 to support construction of the outdoor classroom at the Valle Crucis school. Mr. Geouque stated that it was staff's understanding that Dr. Scott Elliott, School Superintendent, was contacted by the foundation regarding the outdoor classroom. The architect provided the cost estimate of the outdoor classroom. County staff will work with the school system to recognize the foundation and meet the requirements for publicizing the grant.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to accept the \$115,000 grant from the Celia Lipton Farris and Victor W. Farris Foundation Home Community Fund, a component fund of the North Carolina Community Foundation, and to direct staff to send a thank you letter to Ms. Marian Farris, 135 Stillhouse Hollow, Sugar Grove, NC 28679.

VOTE: Aye-5  
Nay-0

***D. Amendments to the Tourism Development Authority Lease***

County Manager Geouque stated that the Watauga County Tourism Development Authority (TDA) had requested additional space to lease from the County in the East Annex. The TDA currently pays \$1,545 monthly. The TDA requested the use of the additional space, previously used by Veterans Services in the East Annex, for an additional \$500 per month for a new monthly total of \$2,045. Currently, the space is vacant and staff would recommend the Board approve the additional space.

Commissioner Russell, seconded by Commissioner Eggers, moved to approve the additional space requested by the TDA in the total amount of \$2,045 monthly with the same terms and conditions as stated in the current lease.

VOTE: Aye-5  
Nay-0

***E. Announcements***

County Manager Geouque announced the following:

- The Board will hold a Budget Work Session on Wednesday, June 21, 2023 beginning at 5:30 P.M. in the Commissioners' Board Room.
- The Board will hold a Special Meeting for the purpose of considering the adoption of the Fiscal Year 2024 Budget Ordinance on Thursday, June 22, 2023, beginning at 5:30 P.M. in the Commissioners' Board Room.

**CLOSED SESSION**

At 5:57 P.M., Vice-Chairman Wallin, seconded by Commissioner Castle, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Economic Development, per G. S. 143-318.11(a)(4)

VOTE: Aye-5  
Nay-0

Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to resume the open meeting at 6:18 P.M.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to adjourn the meeting at 6:18 P.M.

VOTE: Aye-5  
Nay-0

Larry Turnbow, Chairman

ATTEST:  
Anita J. Fogle, Clerk to the Board

**DRAFT**

**MINUTES**

**WATAUGA COUNTY BOARD OF COMMISSIONERS**

**SPECIAL MEETING, WEDNESDAY, JUNE 21, 2023**

The Watauga County Board of Commissioners held a budget work session on Wednesday, June 21, 2023, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

**PRESENT:**                Larry Turnbow, Chairman  
                              Charlie Wallin, Vice-Chairman  
                              Todd Castle, Commissioner  
                              Braxton Eggers, Commissioner  
                              Ray Russell, Commissioner  
                              Deron Geouque, County Manager  
                              Samantha Jones, Finance Director

Chairman Turnbow called the meeting to order at 5:33 P.M.

Board discussion was held as County Manager Geouque and Finance Director Jones reviewed the proposed Fiscal Year 2023-2024 budget.

The meeting was adjourned at 8:22 P.M.

Larry Turnbow, Chairman

**ATTEST:**  
Deron T. Geouque  
County Manager

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS****SPECIAL MEETING, THURSDAY, JUNE 22, 2023**

The Watauga County Board of Commissioners held a special meeting to consider the adoption of the FY 2024 Budget Ordinance on Thursday, June 22, 2023, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

**PRESENT:** Larry Turnbow, Chairman  
 Charlie Wallin, Vice-Chairman  
 Todd Castle, Commissioner  
 Braxton Eggers, Commissioner  
 Ray Russell, Commissioner  
 Deron Geouque, County Manager  
 Anita Fogle, Clerk to the Board

Chairman Turnbow called the meeting to order at 5:30 P.M.

County Manager Geouque presented the proposed FY 2024 Budget Ordinance and reviewed the following changes from the proposed budget as a result of budget work sessions held in May and June including the Cost of Living Adjustment (COLA) for employees being raised from 6% to 7%:

<b>Budget Change Summary</b>		
<b>General Fund</b>		
<b>Revenues</b>	<b>Expenditures</b>	
	(25,000)	104199-499100 - Contingency
	(10,000)	104199-469103 - Professional Services - Architect
	(10,000)	104199-469199 - Professional Services - Other
<b>104,599</b>		103612-370000 - Recreation Center Memberships
	420	104110-412100 - Salaries Governing Body change from 6% to 7% COLA
	42	104110-418100 - Social Security Expense coinciding with COLA Adjustment
	4,354	104120-412100 - Salaries Administration Change from 6% to 7% COLA
	348	104120-418100 - Social Security Expense Coinciding with COLA Adjustment
	550	104120-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	220	104120-418900 - 401K Expense Coinciding with COLA Adjustment
	2,807	104130-412100 - Salaries Finance Change from 6% to 7% COLA
	225	104130-418100 - Social Security Expense Coinciding with COLA Adjustment

	355	104130-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	92	104130-418900 - 401K Expense Coinciding with COLA Adjustment
	5,798	104140-412100 - Salaries Tax Administration Change from 6% to 7% COLA
	464	104140-418100 - Social Security Expense Coinciding with COLA Adjustment
	733	104140-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	290	104140-418900 - 401K Expense Coinciding with COLA Adjustment
	1,887	104142-412100 - Salaries License Plant Agency Change from 6% to 7% COLA
	151	104142-418100 - Social Security Expense Coinciding with COLA Adjustment
	239	104142-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	94	104142-418900 - 401K Expense Coinciding with COLA Adjustment
	1,949	104170-412100 - Salaries Board of Elections Change from 6% to 7% COLA
	156	104170-418100 - Social Security Expense Coinciding with COLA Adjustment
	246	104170-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	97	104170-418900 - 401K Expense Coinciding with COLA Adjustment
	3,794	104180-412100 - Salaries Register of Deeds Change from 6% to 7% COLA
	304	104180-418100 - Social Security Expense Coinciding with COLA Adjustment
	480	104180-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	190	104180-418900 - 401K Expense Coinciding with COLA Adjustment
	4,172	104210-412100 - Salaries Information Technology Change from 6% to 7% COLA
	334	104210-418100 - Social Security Expense Coinciding with COLA Adjustment
	527	104210-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	209	104210-418900 - 401K Expense Coinciding with COLA Adjustment
	11,532	104260-412100 - Salaries Maintenance Change from 6% to 7% COLA
	923	104260-418100 - Social Security Expense Coinciding with COLA Adjustment
	1,458	104260-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	577	104260-418900 - 401K Expense Coinciding with COLA Adjustment
	33,250	104310-412100 - Salaries Sheriff's Office Change from 6% to 7% COLA

	2,660	104310-418100 - Social Security Expense Coinciding with COLA Adjustment
	4,402	104310-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	13,690	104320-412100 - Salaries Detention Center Change from 6% to 7% COLA
	1,095	104320-418100 - Social Security Expense Coinciding with COLA Adjustment
	1,730	104320-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	684	104320-418900 - 401K Expense Coinciding with COLA Adjustment
	10,386	104311-412100 - Salaries Emergency Services Change from 6% to 7% COLA
	831	104311-418100 - Social Security Expense Coinciding with COLA Adjustment
	1,313	104311-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	519	104311-418900 - 401K Expense Coinciding with COLA Adjustment
	2,602	104330-412100 - Salaries Emergency Management Change from 6% to 7% COLA
	218	104330-418100 - Social Security Expense Coinciding with COLA Adjustment
	329	104330-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	133	104330-418900 - 401K Expense Coinciding with COLA Adjustment
	5,211	104350-412100 - Salaries Planning & Inspections Change from 6% to 7% COLA
	417	104350-418100 - Social Security Expense Coinciding with COLA Adjustment
	659	104350-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	261	104350-418900 - 401K Expense Coinciding with COLA Adjustment
	1,397	104380-412100 - Salaries Animal Care & Control Change from 6% to 7% COLA
	118	104380-418100 - Social Security Expense Coinciding with COLA Adjustment
	186	104380-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	74	104380-418900 - 401K Expense Coinciding with COLA Adjustment
	977	104960-412100 - Salaries Soil & Water Change from 6% to 7% COLA
	78	104960-418100 - Social Security Expense Coinciding with COLA Adjustment
	123	104960-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	49	104960-418900 - 401K Expense Coinciding with COLA Adjustment

	9,495	105550-412100 - Salaries Project on Aging Change from 6% to 7% COLA
	760	105550-418100 - Social Security Expense Coinciding with COLA Adjustment
	850	105550-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	475	105550-418900 - 401K Expense Coinciding with COLA Adjustment
	998	105820-412100 - Salaries Veteran Services Change from 6% to 7% COLA
	80	105820-418100 - Social Security Expense Coinciding with COLA Adjustment
	126	105820-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	47	105820-418901 - 401K Expense Coinciding with COLA Adjustment
	2,177	106120-412100 - Salaries Recreation Administration Change from 6% to 7% COLA
	174	106120-418100 - Social Security Expense Coinciding with COLA Adjustment
	278	106120-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	109	106120-418900 - 401K Expense Coinciding with COLA Adjustment
	1,069	106121-412100 - Salaries Aquatics Change from 6% to 7% COLA
	86	106121-418100 - Social Security Expense Coinciding with COLA Adjustment
	136	106121-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	53	106121-418900 - 401K Expense Coinciding with COLA Adjustment
	1,583	106125-412100 - Salaries Athletics Change from 6% to 7% COLA
	261	106125-418100 - Social Security Expense Coinciding with COLA Adjustment
	200	106125-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	79	106125-418900 - 401K Expense Coinciding with COLA Adjustment
	817	106126-412100 - Salaries Arts-Special Populations Change from 6% to 7% COLA
	193	106126-418100 - Social Security Expense Coinciding with COLA Adjustment
	103	106126-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	41	106126-418900 - 401K Expense Coinciding with COLA Adjustment
<b>3,982</b>		104330-323000 - Federal & State Allocations
<b>25,274</b>		143991-399100 - Public Assistance Fund - Fund Balance
	22,369	145310-412100 - Salaries Public Assistance Administration Change from 6% to 7% COLA
	1,789	145310-418100 - Social Security Expense Coinciding with COLA Adjustment

	2,559	145310-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	1,118	145310-418900 - 401K Expense Coinciding with COLA Adjustment
	1,141	145370-412100 - Salaries Child Support Enforcement Change from 6% to 7% COLA
	91	145370-418100 - Social Security Expense Coinciding with COLA Adjustment
	131	145370-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	58	145370-418900 - 401K Expense Coinciding with COLA Adjustment
	(18,194)	667420-457001 - Land Improvements
	13,962	667420-412100 - Salaries Solid Waste Change from 6% to 7% COLA
	1,117	667420-418100 - Social Security Expense Coinciding with COLA Adjustment
	1,780	667420-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	698	667420-418900 - 401K Expense Coinciding with COLA Adjustment
	511	667421-412100 - Salaries Recycling Change from 6% to 7% COLA
	41	667421-418100 - Social Security Expense Coinciding with COLA Adjustment
	59	667421-418200 - Local Gov't Retirement Expense Coinciding with COLA Adjustment
	26	667421-418900 - 401K Expense Coinciding with COLA Adjustment
<b>Previously Requested:</b>		
	9,565	Clerical correction in building expenses formula in budget detail
<b>826,903</b>		Clerical correction to Public Assistance Fund Transfers from General Fund
	826,903	Clerical correction to General Fund Transfer to Public Assistant Fund
<b>5,517,050</b>		109800-498021 – Correction to detail only, correction does not affect budget totals
	5,517,050	109800-498021 – Correction to detail only, correction does not affect budget totals
	11,208	Clerical correction in Payee Fund
<b>(45,648)</b>		Clerical correction to Fund Balance amount needed to cover Expenses

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to adopt the Fiscal Year 2024 Budget Ordinance as presented by the County Manager.

Each Commissioner shared comments regarding the budget with an overall appreciation for the June 21, 2023, Budget Work Session which was constructive and held in a collaborative manner.

After discussion was held, the following vote was taken on the motion to adopt the FY 2024 Budget Ordinance:

VOTE: Aye-5  
Nay-0

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to adjourn the meeting at 5:40 P.M.

VOTE: Aye-5  
Nay-0

Larry Turnbow, Chairman

ATTEST:  
Anita J. Fogle  
Clerk to the Board

Blank Page

**AGENDA ITEM 3:**

**APPROVAL OF THE JULY 18, 2023, AGENDA**

Blank Page

**AGENDA ITEM 4:**

**PUBLIC COMMENT**

**MANAGER'S COMMENTS:**

Public Comment will last up to 1-hour dependent upon the number of speakers.

Blank Page

**AGENDA ITEM 5:**

**WATAUGA COMMUNITY HOUSING TRUST UPDATE**

**MANAGER'S COMMENTS:**

Mr. Ben Loomis, Board Chair of Watauga Community Housing Trust, will update the Board on the Trust's progress and current fundraising campaign.

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



# Watauga Community Housing Trust First Home Fund

## Project Fact Sheet

The Watauga Community Housing Trust was established in 2021 by Watauga community members to create affordable home purchase opportunities for working-class families. We have been approached by a homeowner willing to sell their property to the Trust, and are working with the Junaluska Heritage Association to raise the funds to purchase it.

The asking price for the home is \$165,000. In order to secure the financing for this effort with our bank partner, we need to raise **\$55,000** by **August 1st**. The home also needs repairs estimated at \$38,000 to be completed after purchase. After renovation, the home will be resold to a Junaluska community member.

**Your support will be part of more than just one affordable home purchase: we are creating a new system to increase affordable home building for our county. We are asking local businesses to support this project in the following ways:**

### Donate

Our primary need is cash donation to secure the property before August 1st. We are actively asking our whole community for donations of \$500, \$1,000, or more this summer to get this done for Watauga. We are volunteer-run: **All donations go directly toward this project.**

### Materials

Needed repair materials include lumber, flooring, shingles, plumbing fixtures, cabinets, countertops, and appliances. These materials would provide significant project support.

### Work With Us

WCHT is a member-led organization. Join our team of builders contributing time to repairs for this project, or become a member to help shape our work.

All contributions are tax-deductible. Your business will be recognized as part of the coalition that helped launch the Watauga Community Housing Trust! For more, visit **wataugacommunityhousingtrust.org**. If your business would like to support this project, please email **wataugacommunityhousingtrust@gmail.com**. **We would love to have your support. let us know if you have any questions or would like to discuss this project more.**

Until then, thank you for providing a service to our community, and have a great day!

**AGENDA ITEM 6:**

**HOMESTEAD RECOVERY CENTER'S REQUEST TO USE HUMAN SERVICES PARKING LOT**

**MANAGER'S COMMENTS:**

Ms. Pam Greer, Homestead Recovery Center, will request the Board grant the use of the Watauga County DSS parking lot for an event to be held on Saturday, September 30th, 2023 for a Recovery Community Block Party in honor of Recovery Month. The request is also to waive the \$200 fee charged to use the facility.

Board action is required to grant the use of the Watauga County DSS parking lot on Saturday, September 30th, 2023 and waive the \$200 fee for the event.



July 10, 2023

Watauga County Commissioners,

Homestead Recovery Center, a peer led project of The Mediation and Restorative Justice Center is requesting use of the Watauga County DSS parking lot for an event to be held on Saturday, September 30th, 2023 for our Recovery Community Block Party in honor of Recovery Month. This event will be an opportunity to connect with the community, offer education on recovery support services, raise awareness and combat the stigma of substance use and mental health challenges as well as opportunities for attendees to support our work in the community.

We anticipate this event to include food, activities for families and children, entertainment, speakers, vendors and a yard sale with the proceeds supporting the event and Homestead programming. Most importantly this day is planned to be a day to show love, support, and experience connection. We have learned through working with peers traveling the road of recovery that the opposite of addiction is connection and that we each play a role in creating a community where recovery can happen.

We appreciate your time and investment in this event and look forward to our community's continued growth and healing.

With gratitude,

The Homestead Recovery Event Planning Group

The Mediation and Restorative Justice Center  
133 N. Water St. Boone, NC 28607  
828-355-9943 (center)  
828-544-2175 (fax)  
[www.homesteadrecoverync.org](http://www.homesteadrecoverync.org)  
[www.mrjc.us](http://www.mrjc.us)



STATE OF NORTH CAROLINA

LICENSE AGREEMENT

COUNTY OF WATAUGA

THIS LICENSE AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, 2023, by and between Watauga County, a corporate body politic, being hereinafter referred to as the "Licensor," and Mediation & Restorative Justice Center, an unincorporated nonprofit association pursuant to Chapter 59B of the North Carolina General Statutes, being hereinafter referred to as "Licensee".

STATEMENT OF PURPOSE

WHEREAS, Licensor is the owner of the parking lot and building of the Watauga County Human Services Center located at 132 Poplar Grove Connector, Boone NC 28607, hereinafter referred to as the "Property); and

WHEREAS, Licensee wants to use the parking lot and restrooms located within the building to host a Community Recovery Block Party which will include a fundraising yard sale on September 30, 2023; and

WHEREAS, Licensor and Licensee hereto desire to enter into an agreement to set forth their respective rights and obligations regarding use of and maintenance of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee, subject to all of the terms and conditions hereof, a license to use the Property to host a Community Recovery Block Party on Saturday, September 30, 2023, for itself, its clients, customers, patrons, other related invitees and the general public. However, Licensee does not have the rights granted herein to the exclusion of the rights of the Licensor to use the Property in any matter it wishes so long as it does not unreasonably impede the use of the Property by Licensee for the purpose stated herein.

2. **Personal License Only.** It is agreed between Licensor and Licensee that this license is personal to Licensee and shall not inure to the successors or assigns of Licensee.

3. **Licensee Has No Interest or Estate.** Licensee agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property, or any portion thereof, by virtue of this license or Licensee's occupancy or use hereunder and Licensor conveys no interest in the Property to Licensee by this Agreement.

4. **Use of the Property.** The Licensor shall have the doors to the building unlocked at 10:00 am so that Licensee shall have access to the restrooms in the building, and Licensor shall collect the garbage from the containers on the Property at 7:00 pm on September 30, 2023, at which time this License shall automatically terminate. The Licensee shall keep the Property in a good state of repair and in a safe condition during its use. Any repairs or other changes made by Licensee shall require the prior consent of Licensor and shall be at the sole cost and expense of

Licensee. The Licensee shall pay to Licensor Two Hundred Dollars (\$200.00) for its use of the Property.

5. **Indemnification.** Licensee shall indemnify and hold Licensor, jointly and severally, its agents, servants, employees, invitees, representatives and their respective heirs, successors and assigns, harmless from and against any and all claims, demands, actions, liabilities or expenses concerning bodily injury or death, damage to the Property resulting from, or in any way connected with, the condition or use of the Property by Licensee, its invitees, customers, guests and the general public during the use of the Property. Licensor shall not be liable to Licensee if for any reason whatever Licensee's occupation or use of the Property hereunder shall be hindered or disturbed. Licensee shall be responsible for maintaining a liability insurance policy, at its sole cost and expense, naming the Licensor as named insured, in form and amount mutually agreeable between Licensor and Licensee.

6. **Termination of License.** This License shall commence at 10:00 am and automatically terminate at 7:00 pm on September 30, 2023.

7. **Modification.** The terms, covenants, conditions and provisions of this License Agreement may be extended, abrogated, modified, rescinded or amended in whole or in part only with the consent of Licensor and Licensee and only in writing.

8. **Applicable Law.** This Agreement shall be governed in all respects by the laws of the State of North Carolina.

9. **Notices.** Any notices or other communications to be given hereunder shall be in writing and shall be deemed to have been given if delivered in person or mailed by United States certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or to such other address as shall be given in writing by one party to the other:

As to Licensor:

Deron Geouque, County Manager  
Watauga County  
814 West King Street, Room 205  
Boone, NC 28607

As to Licensee:

\_\_\_\_\_  
Mediation & Restorative Justice  
\_\_\_\_\_  
\_\_\_\_\_

10. **Recording.** This Agreement, or Memorandum thereof, shall not be recorded without Licensor's prior written consent, and if recorded Licensee hereby agrees to pay the cost and expense thereof.

11. **Waiver.** No waiver of any condition, covenant or restriction of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

12. **Captions.** The captions of the various paragraphs of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

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

**Licensor: Watauga County**

By:

\_\_\_\_\_  
Deron Geouque  
County Manager

Attest:

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

**Licensee: Mediation & Restorative Justice Center**

By:

\_\_\_\_\_  
\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(title)

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**AGENDA ITEM 7:**

**OPIOID SETTLEMENT UPDATE AND FUNDING AWARD REQUEST**

**MANAGER'S COMMENTS:**

Lindsey Sullivan, AppHealthCare, will update the Board on the County's opioid committee activities over the past several months. In addition, Ms. Sullivan will present the proposals received to utilize the County's opioid funding and funding recommendations of the committee.

Board action is required to award funding to the selected organizations as presented.



**AppHealthCare**  
Caring for our Community



# Watauga Opioid Settlement

Updates & Next Steps

7/18/23

# Review Committee Activities

Committee members included Commissioner Russell and Commissioner Eggers, individuals with lived experience, and representatives from the Sheriff's Office.

**May 17th-** overview of proposals received and scoring process

**June 2nd-** reviewed scores, mapped projects based on life span and impact versus effort, narrowed list of applicants and determined any items for follow up

**June 27th-** reviewed follow up items from applicants and discussed any final concerns

# Proposals Received

- 9 proposals received totaling \$955,476.23 (\$300,000 approved to award)

# Projects Selected By Review Committee

Applicant:	Project Summary:	Proposed Amount to Award for Year 1:
Mediation & Restorative Justice Center/Homestead Recovery Center	Establish a <b>Recovery Housing Facility (RHF)</b> as part of Homestead Recovery Center's (HRC) peer-led recovery services.	<b>\$97,352</b>
AppHealthCare	Purchase a <b>mobile health bus</b> to provide medical care, dental care, behavioral health services, medication-assisted treatment, peer support, wound care, naloxone distribution, and safe supplies for opioid use disorder.	<b>\$75,000</b>
The Children's Council of Watauga County	Provide <b>linkages to care</b> for medication-assisted treatment, substance use treatment services, peer support, and harm reduction services <b>for Family Connects clients impacted by substance use disorder.</b>	<b>\$63,824</b>
High Country Community Health/App Family Medicine	Partner to increase access to <b>medication-assisted treatment through ER/hospital</b> ; add <b>peer support services</b> to existing MAT team and <b>distribute naloxone.</b>	<b>\$63,824</b>
	<b>TOTAL:</b>	<b>= \$300,000.00</b>

# What's Next?

- **Summer 2023**
  - Follow up with awardees for any requested additional information
  - Confirm with state partners project alignment with MOA
  - AppHealthCare/County complete and submit budget or resolution authorizing expenditure to NC DHHS dashboard
  - Projects begin
- **Fall 2023**
  - Strategic planning for future projects begins

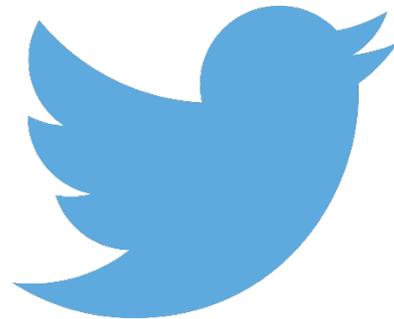


# AppHealthCare

Caring for our Community

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[www.AppHealthCare.com](http://www.AppHealthCare.com)





**HIGH COUNTRY**  
**community health**

935 State Farm Road~PO Box 1490~Boone, NC 28607~phone 828-262-3886~fax 828-265-4816  
 448 Cranberry Street~Newland, NC 28657~phone 828-737-0221~fax 828-737-0321  
 301 East Meeting Street, Suite 101~Morganton, NC 28655~phone 828-608-0800~fax 828-528-5800  
 1925 North Bridge Street, Suite 101~Elkin, NC 28621~phone 336-835-7337~fax 336-835-7301  
 560 Malcolm Blvd~Connelly Springs, NC 28612~phone 828-874-2061~fax 888-232-8525  
 240 Highway 105 Ext, Suite 100~Boone, NC 28607~phone 828-264-7311~fax 828-264-7907  
[www.highcountrycommunityhealth.com](http://www.highcountrycommunityhealth.com)

July 11, 2023

RE: Follow up regarding Opioid Settlement proposal revisions

1. It was brought up that the narrative for the project still reflects hiring a peer support specialist. However, the salary for that position was removed from the revised budget. How will a peer support specialist be hired if not with this funding?
  - 1a. High Country Community Health plans to utilize the NC works program to hire a peer support specialist, in which NC Works would pay that person's salary for 1 year. After that year, we can choose to hire them or not. HCCH understands that this route will enable us to provide support and receive the assistance we need with our ever increasing expenses of payroll and benefits. With the soon to be expansion of Medicaid, the patients served through this program will be able to have Medicaid coverage. As an FQHC, we receive enhanced reimbursements through Medicaid which will provide ample reimbursements for this work. We will also continue to apply for grants for the program to increase sustainability. We also discussed that since the grant was for a one-year pilot program, the funds would be used to offset some of Kati Pressly's salary, our MAT Director, to allow her to set up the referral program with the named community collaborative agencies. This would allow time to train more of our support staff, call center, etc. in order to get those referrals screened and appointments scheduled within a 2-3-day period. Rosalie Stewart, our Licensed Clinical Mental Health Counselor, is currently providing 50% MAT services, we plan on utilizing her more in MAT to allow time for setting up the referral workflow process, and other services needed in order to implement this project and increase our patients served in Watauga County.
2. With the revised budget reflecting only existing staff, the review committee would like to know how this funding will expand your work. How will this funding allow you to serve more MAT patients with existing staff? How many are you reaching now?
  - 2a. Kati Pressly, MAT Director and Rosalie Stewart, LCMHC are well-known for their distinguished MAT services throughout Watauga County. We decided that this funding would be best spent providing these two Behavioral Health Therapist's with the supplies, like Narcan Spray, Fentanyl Strips, and electronic devices so they may meet patients' in need right where they are. Both providers have a current patient panel of 150 patients in Watauga.

The mission of High Country Community Health is to provide comprehensive and culturally sensitive primary care services that may include dental, behavioral health, women's health, farmworker health, and substance abuse services to the medically underserved population of Avery, Burke, Surry, and Watauga Counties and the surrounding rural communities.

**AGENDA ITEM 8:****SHERIFF'S OFFICE REQUEST TO PURCHASE NEW PISTOLS****MANAGER'S COMMENTS:**

Captain Preston Russell, Watauga Sheriff's Office, will request Board approval for the purchase of 50 Glock pistols with optics, holsters and lights in the amount of \$61,176 from Craig's Firearms. The quoted price is from State contract. Adequate funds are available in the FY 2023-2024 budget. Staff is verifying with the Sheriff's Office if there is a \$13,000 trade-in allowance. This would lower the amount from \$61,176 to \$48,176.

Board approval is required to accept the State contract price from Craig's Firearms in the amount of \$61,176 for 50 Glock pistols with optics, holsters and lights.



## WATAUGA COUNTY SHERIFF'S OFFICE

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

LEN D. HAGAMAN, JR.  
SHERIFF

To: Deron Geouque

From: Captain Preston Russell

Ref: New Pistol Purchase

Watauga Sheriff's Office requests board approval for the purchase of 50 Glock pistols with optics, holsters and lights. Craig's firearms quoted \$1,223.52 per unit. This quote is NC State contract price. Funds are approved in the Sheriff's budget for this request.

Respectfully,

Captain Preston Russell

A handwritten signature in black ink, appearing to be "P. Russell", written over the typed name of Captain Preston Russell.

**AGENDA ITEM 9:**

**PROPOSED ALLOCATION OF FY 2024 HOME AND COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS**

**MANAGER'S COMMENTS:**

Ms. Angie Boitnotte, Project on Aging Director, will request Board action to accept the actual allocation of \$320,160 in Home and Community Care Block Grant (H&CCBG) funds for FY 2024. The required local match is \$35,573 and is present in the Project on Aging's FY 2024 budget. The allocation is as detailed in Ms. Boitnotte's memo.

Board approval is requested to accept the actual allocations for FY 2024 Home and Community Care Block Grant (H&CCBG) funds.



# Watauga County Project on Aging

132 Poplar Grove Connector, Suite A • Boone, North Carolina 28607

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto:angie.boitnotte@watgov.org)

Telephone 828-265-8090 Fax 828-264-2060 TTY 1-800-735-2962 Voice 1-800-735-8262 or 711

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** July 10, 2023

**SUBJ:** Allocation of Projected FY2024 Home and Community Care Block Grant Funds

The Home and Community Care Block Grant (HCCBG) allocation for FY2024 was projected to be \$313,778, which required a local match of \$34,865. The actual allocation is \$320,160 (+\$6,382) which requires a local match of \$35,573 (+\$708). The additional match is present in our FY24 County budget. The additional funds will be allocated to Congregate Nutrition (\$3,830) and Home Delivered Meals (\$2,552). The revised allocation is as follows:

<b>HCCBG Service</b>	<b>HCCBG Allocation</b>	<b>Match</b>
In-Home Aide Level I	\$87,089	\$9,677
In-Home Aide Level II	\$74,670	\$8,297
Congregate Meals	\$43,830	\$4,870
Home Delivered Meals	\$108,571	\$12,062
Transportation	\$6,000	\$667

Upon approval, these funds will become part of the Project on Aging FY 2024 budget.

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

Home and Community Care Block Grant for Older Adults

Watauga County Project on Aging  
 132 Poplar Grove Conn, Suite A  
 Boone, NC 28607

County Funding Plan

Provider Services Summary

DAAS-732  
 County: WATAUGA  
 Budget Period: July 2023 through June 2024  
 Revision #: 1 Date: 7/6/2023

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purchase	Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
			Access	In-Home	Other	Total								
Transportation (General)		X	\$ 6,000	\$ -	\$ -	\$ 6,000	\$ 667	\$ 6,667	\$ -	\$ 6,667	564	\$ 11.8193	10	2,275
In-Home Aide-Level I - Home Management	X		\$ -	\$ 87,089	\$ -	\$ 87,089	\$ 9,677	\$ 96,766	\$ -	\$ 96,766	3,545	\$ 27.2959	100	12,060
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 74,670	\$ -	\$ 74,670	\$ 8,297	\$ 82,967	\$ -	\$ 82,967	2,880	\$ 28.8097	40	10,230
Congregate Nutrition	X		\$ -	\$ -	\$ 43,830	\$ 43,830	\$ 4,870	\$ 48,700	\$ 13,200	\$ 61,900	5,948	\$ 8.1878	200	16,500
Home Delivered Meals	X		\$ -	\$ 108,571	\$ -	\$ 108,571	\$ 12,063	\$ 120,634	\$ 17,920	\$ 138,554	12,069	\$ 9.9950	150	22,400
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<b>Total</b>			\$ 6,000	\$ 270,330	\$ 43,830	\$ 320,160	\$ 35,574	\$ 355,734	\$ 31,120	\$ 386,854	25,006		500	63,465

**\*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.  
 Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer

Date

Authorized Signature, Title  
 Community Service Provider

Signature, Chairman, Board of Commissioners

Date

Date

**July 1, 2023 through June 30, 2024**

**Home and Community Care Block Grant for Older Adults**

**Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this 1<sup>st</sup> day of July, 2023, by and between the County of Watauga (hereinafter referred to as the "County") and the High Country Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- 1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Watauga County Project on Aging

- a. The Community Service Provider(s) shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.
- 2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

DAAS-735  
FY24

3. Grant Administration. The grant administrator for the Area Agency shall be Zack Green, Area Agency on Aging Director. The grant administrator for the County shall be Deron Geouque, Watauga County Manager.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732).
- a. Interim Payments to the County
- Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

DAAS-735  
FY24

b. Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c. Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

d. Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers.

If through the U.S. Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services.

The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the

DAAS-735  
FY24

Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Sec. 308 of the AAA Policies and Procedures Manual. Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308.4. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director  
North Carolina Division of Aging and Adult Services  
693 Palmer Drive  
2101 Mail Service Center  
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the

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effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

11. **Audit.** The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable.

**Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements in accordance with Administrative Code 09 NCAC 03M can be found at <https://www.osbm.nc.gov/stewardship-services/grants/grant-recipients>

The following chart provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable cost for reporting
Less than \$25,000 in state or federal funds	Certification form and State Grants Compliance Reporting <\$25,000 (Item #11, Activities and Accomplishments) does not have to be completed) OR Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book).	N.A.
Greater than \$25,000 and less than \$500,000 in state funds or \$750,000 in federal funds.	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N.A.

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Annual Expenditures	Report Required to AAA	Allowable cost for reporting
\$500,000+ in state funds but federal pass through in an amount less than \$750,000.	Audited Financial Statement in compliance with GAO/GAS (i.e., Yellow Book)	May use state funds, but <u>not</u> federal funds.
\$500,000+ in state funds <u>and</u> \$750,000+ in federal pass through funds.	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit)	May use state and federal funds.
Less than \$500,000 in state funds <u>and</u> \$750,000+ in federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit)	May use federal funds, but <u>not</u> state funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9).

The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and

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community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate with the County in the performance of the County's duties under this Agreement.

16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency

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and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule (<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>). In addition, the NC Department of Natural and Cultural Resources has developed a General Records Schedule for Local Government Agencies as well as individual retention and disposition schedules for local government agencies like county social service agencies and local health departments. Those schedules are posted at <https://archives.ncdcr.gov/government/local>.

Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. By funding source and state fiscal year, the NC DHHS record retention schedule lists the earliest date that grant records in any format may be destroyed. The State Archives provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/records-management-tools/faq#how-can-i-destroy-records>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

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23. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

**Watauga County**

Attest:

By:

\_\_\_\_\_  
Anita Fogle, Clerk  
Watauga County Board of Commissioners

\_\_\_\_\_  
Larry Turnbow, Chair  
Watauga County Board of Commissioners

**High Country Area Agency on Aging**

Attest:

By:

\_\_\_\_\_  
Zack Green, Director  
High Country Area Agency on Aging

\_\_\_\_\_  
Julie Wiggins, Executive Director  
High Country Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

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

By: \_\_\_\_\_  
Julie Page, Finance Officer, High Country Council of Governments

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24. Payment to Community Service Providers by the Area Agency on Aging. The County authorizes the Area Agency on Aging, in lieu of the County Finance Officer, to provide interim and reimbursement payments to community service providers as prescribed in paragraphs 6(a) and (c) of this Agreement. Services applicable to this authorization are as follows:

<u>Community Service Provider</u>	<u>Service</u>
Watauga County Project on Aging	In-Home Aide Transportation Nutrition

This authorization by the County shall be in compliance with requirements set forth in the North Carolina Budget and Fiscal Control Act. The County Finance Officer shall establish controls to account for the receipt and expenditure of Home and Community Care Block Grant Funds.

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**AGENDA ITEM 10:**

**TAX MATTERS**

*A. Monthly Collections Report*

**MANAGER'S COMMENTS:**

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

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

**Monthly Collections Report****Watauga County**

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

Monthly Report June 2023

	<u>Current Month Collections</u>	<u>Current FY Collections</u>	<u>Current FY Percentage</u>	<u>Previous FY Percentage</u>
<b><u>General County</u></b>				
Taxes 2022	148,602.87	42,917,594.46	98.90%	98.63%
Prior Year Taxes	69,873.98	505,781.91		
Solid Waste User Fees	14,835.86	2,668,485.62	97.74%	97.61%
Green Box Fees	0.00	0.00		NA
<b>Total County Funds</b>	<b>233,312.71</b>	<b>\$46,091,861.99</b>		
<b><u>Fire Districts</u></b>				
Foscoe Fire	1,867.08	669,700.15	99.08%	99.13%
Boone Fire	5,652.97	1,319,899.04	98.86%	98.59%
Fall Creek Service Dist.	6.29	13,644.50	98.86%	98.70%
Beaver Dam Fire	112.53	142,058.43	97.05%	94.86%
Stewart Simmons Fire	483.46	371,370.34	98.27%	98.68%
Zionville Fire	688.55	160,639.97	98.05%	96.99%
Cove Creek Fire	1,276.66	355,342.87	98.34%	97.83%
Shawneehaw Fire	131.29	155,452.31	99.33%	98.32%
Meat Camp Fire	3,935.11	316,315.55	97.75%	97.53%
Deep Gap Fire	662.00	270,723.28	98.06%	97.94%
Todd Fire	245.57	77,519.35	99.65%	98.67%
Blowing Rock Fire	3,490.53	692,280.70	98.99%	98.64%
M.C. Creston Fire	11.87	7,805.26	93.20%	90.89%
Foscoe Service District	234.64	110,078.84	98.65%	98.77%
Beech Mtn. Service Dist.	0.00	2,313.22	98.49%	99.94%
Cove Creek Service Dist.	0.00	336.65	100.00%	100.00%
Shawneehaw Service Dist	857.14	9,298.15	99.55%	97.48%
<b>Total Fire Districts</b>	<b>19,655.69</b>	<b>4,674,778.61</b>		
<b><u>Towns</u></b>				
Boone	9,451.29	8,347,302.55	99.15%	99.26%
Municipal Services	482.17	169,546.82	98.99%	98.97%
Boone MV Fee	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA
<b>Total Town Taxes</b>	<b>\$9,933.46</b>	<b>\$8,516,849.37</b>		
<b>Total Amount Collected</b>	<b>262,901.86</b>	<b>\$59,283,489.97</b>		

 Tax Collections Director

 Tax Administrator

**AGENDA ITEM 10:**

**TAX MATTERS**

*B. Annual Settlement of Tax Collector*

**MANAGER'S COMMENTS:**

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

Board action is required for approval.

MEMORANDUM

TO: WATAUGA COUNTY COMMISSIONERS

FROM: LARRY WARREN, TAX ADMINISTRATOR

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

DATE:

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

ATTACHMENT: SETTLEMENT

Annual Settlement of Tax Collector  
 FY \_\_\_\_\_ in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

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

TAX COLLECTOR'S CREDIT

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

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





Annual Settlement of Tax Collector                      TOWN OF BLOWING ROCK  
 FY 20-21 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

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

TAX COLLECTOR'S CREDIT

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

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

Annual Settlement of Tax Collector                      TOWN OF SEVEN DEVILS  
 FY 20-21 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

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

TAX COLLECTOR'S CREDIT

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

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

Annual Settlement of Tax Collector                      TOWN OF BEECH MOUNTAIN  
 FY 20-21 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

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

TAX COLLECTOR'S CREDIT

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

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

Annual Settlement of Tax Collector                      FOSCOE FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	668,418.89
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	1,173.52
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	669,592.41

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	661,569.28
B. Interest.	\$	1,173.52
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D. Releases duly allowed by the governing body.	\$	680.33
E. Discounts allowed by law.	\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT	\$	663,423.13

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	6,169.28
TOTAL	\$	669,592.41

Annual Settlement of Tax Collector BOONE RURAL FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

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

TAX COLLECTOR'S CREDIT

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

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

Annual Settlement of Tax Collector                      BEAVER DAM FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	140,048.41
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	565.86
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	140,614.27

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	135,732.88
B. Interest.	\$	565.86
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D. Releases duly allowed by the governing body.	\$	190.61
E. Discounts allowed by law.	\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT	\$	136,489.35

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	4,124.92
TOTAL	\$	140,614.27

Annual Settlement of Tax Collector      STEWART SIMMONS FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	376,395.56
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	1,470.27
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	377,865.83

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	369,898.45
B. Interest.	\$	1,470.27
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D. Releases duly allowed by the governing body.	\$	3.93
E. Discounts allowed by law.	\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT	\$	371,372.65

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	6,493.18
TOTAL	\$	377,865.83

Annual Settlement of Tax Collector                      ZIONVILLE FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>158,265.36</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>496.51</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>158,761.87</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>154,912.89</u>
B.	Interest.	\$ <u>496.51</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>271.49</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>155,680.89</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>3,080.98</u>
TOTAL	\$ <u><u>158,761.87</u></u>

Annual Settlement of Tax Collector                      COVE CREEK FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>354,054.74</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>987.42</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>355,042.16</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>347,662.16</u>
B.	Interest.	\$ <u>987.42</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>537.00</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>349,186.58</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>5,855.58</u>
TOTAL	\$ <u><u>355,042.16</u></u>

Annual Settlement of Tax Collector                      SHAWNEEHAW FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>155,280.87</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>350.46</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>155,631.33</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>153,729.45</u>
B.	Interest.	\$ <u>350.46</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>512.38</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>154,592.29</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>1,039.04</u>
TOTAL	\$ <u><u>155,631.33</u></u>

Annual Settlement of Tax Collector                      MEAT CAMP FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	317,052.47
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	1,000.17
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	318,052.64

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	309,098.72
B. Interest.	\$	1,000.17
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D. Releases duly allowed by the governing body.	\$	834.44
E. Discounts allowed by law.	\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT	\$	310,933.33

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	7,119.31
TOTAL	\$	318,052.64

Annual Settlement of Tax Collector                      DEEP GAP FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	271,029.80
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	619.36
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	271,649.16

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	265,473.58
B. Interest.	\$	619.36
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D. Releases duly allowed by the governing body.	\$	312.77
E. Discounts allowed by law.	\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT	\$	266,405.71

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	5,243.45
TOTAL	\$	271,649.16

Annual Settlement of Tax Collector                      TODD FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.		\$ <u>76,141.22</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>209.85</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>76,351.07</u></u>

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.		\$ <u>75,867.76</u>
B. Interest.		\$ <u>209.85</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u>NA</u>
D. Releases duly allowed by the governing body.		\$ <u>9.05</u>
E. Discounts allowed by law.		\$ <u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>76,086.66</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>264.41</u>
TOTAL		\$ <u><u>76,351.07</u></u>

Annual Settlement of Tax Collector                      BLOWING ROCK FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	693,447.03
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	1,103.73
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	694,550.76

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	685,797.21
B. Interest.	\$	1,103.73
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D. Releases duly allowed by the governing body.	\$	660.78
E. Discounts allowed by law.	\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT	\$	687,561.72

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	6,989.04
TOTAL	\$	694,550.76

Annual Settlement of Tax Collector      MEAT CAMP-CRESTON FIRE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	8,164.45
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	20.75
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	8,185.20

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	7,540.04
B. Interest.	\$	20.75
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D. Releases duly allowed by the governing body.	\$	74.31
E. Discounts allowed by law.	\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT	\$	7,635.10

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	550.10
TOTAL	\$	8,185.20

Annual Settlement of Tax Collector                      MUNICIPAL SERVICE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	179,886.27
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	670.03
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	180,556.30

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	168,876.42
B. Interest.	\$	670.03
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D. Releases duly allowed by the governing body.	\$	1,429.04
E. Discounts allowed by law.	\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT	\$	170,975.49

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	9,580.81
TOTAL	\$	180,556.30

Annual Settlement of Tax Collector GREEN BOX FEES  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

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

TAX COLLECTOR'S CREDIT

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

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



Annual Settlement of Tax Collector                      FOSCOE SERVICE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.		\$ <u>112,700.40</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>392.01</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
	TOTAL CHARGE	\$ <u><u>113,092.41</u></u>

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.		\$ <u>109,759.72</u>
B. Interest.		\$ <u>392.01</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u>NA</u>
D. Releases duly allowed by the governing body.		\$ <u>220.87</u>
E. Discounts allowed by law.		\$ <u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u>NA</u>
	TOTAL CREDIT	\$ <u><u>110,372.60</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>2,719.81</u>
	TOTAL	\$ <u><u>113,092.41</u></u>

Annual Settlement of Tax Collector      BEECH MTN. SERVICE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	2,346.54
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	8.97
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	2,355.51

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	2,304.23
B. Interest.	\$	8.97
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D. Releases duly allowed by the governing body.	\$	0.02
E. Discounts allowed by law.	\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT	\$	2,313.22

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	42.29
TOTAL	\$	2,355.51

Annual Settlement of Tax Collector      COVE CREEK SERVICE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.		\$ <u>336.65</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>0.00</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>336.65</u></u>

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.		\$ <u>336.65</u>
B. Interest.		\$ <u>0.00</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ <u>NA</u>
D. Releases duly allowed by the governing body.		\$ <u>0.00</u>
E. Discounts allowed by law.		\$ <u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>336.65</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>0.00</u>
TOTAL		\$ <u><u>336.65</u></u>

Annual Settlement of Tax Collector      SHAWNEEHAW SERVICE DISTRICT  
 FY 22-23 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	9,202.63
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	234.61
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	9,437.24

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	9,063.47
B. Interest.	\$	234.61
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D. Releases duly allowed by the governing body.	\$	61.07
E. Discounts allowed by law.	\$	NA
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT	\$	9,359.15

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	78.09
TOTAL	\$	9,437.24

Annual Settlement of Tax Collector BOONE MV FEE  
 FY 20-21 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

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

TAX COLLECTOR'S CREDIT

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

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



## ANNUAL SETTLEMENT OF TAX COLLECTOR

## WATAUGA COUNTY

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>1,123,251.13</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>536,580.43</u>
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B.	<u>2013</u> taxes written off		\$ <u>18,219.66</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS		\$ <u>554,800.09</u>
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Prior Year Taxes	@	<u>6/30/23</u>	\$ <u>568,451.04</u>
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	TOTAL		\$ <u>1,123,251.13</u>
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## ANNUAL SETTLEMENT OF TAX COLLECTOR

## TOWN OF BOONE

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>128,023.22</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>50,354.91</u>
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B.	<u>2013</u> taxes written off		\$ <u>3,799.81</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS		\$ <u>54,154.72</u>
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Prior Year Taxes	@	<u>6/30/23</u>	\$ <u>73,868.50</u>
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	TOTAL		\$ <u>128,023.22</u>
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## ANNUAL SETTLEMENT OF TAX COLLECTOR

## FOSCOE FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>11,445.17</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>6,103.20</u>
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B.	<u>2013</u> taxes written off		\$ <u>268.00</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS		\$ <u>6,371.20</u>
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Prior Year Taxes	@	<u>6/30/23</u>	\$ <u>5,073.97</u>
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	TOTAL		\$ <u>11,445.17</u>
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## ANNUAL SETTLEMENT OF TAX COLLECTOR

## BOONE RURAL FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$	<u>31,559.88</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>13,215.04</u>
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B.	<u>2013</u> taxes written off		\$	<u>355.34</u>
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C.	Adjustments		\$	<u>0.00</u>
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	TOTAL CREDITS		\$	<u>13,570.38</u>
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Prior Year Taxes	@	<u>6/30/23</u>	\$	<u>17,989.50</u>
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	TOTAL		\$	<u>31,559.88</u>
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## ANNUAL SETTLEMENT OF TAX COLLECTOR

## FALL CREEK

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>406.10</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>70.31</u>
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B.	<u>2013</u> taxes written off		\$ <u>0.00</u>
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C.	Adjustments		\$ <u>0.00</u>
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		TOTAL CREDITS	\$ <u>70.31</u>
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Prior Year Taxes	@	<u>6/30/23</u>	\$ <u>335.79</u>
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		TOTAL	\$ <u>406.10</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
BEAVER DAM FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$	<u>8,192.18</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>4,965.49</u>
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B.	2013 taxes written off	\$	<u>65.51</u>
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C.	Adjustments	\$	<u>0.00</u>
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	TOTAL CREDITS	\$	<u>5,031.00</u>
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	Prior Year Taxes @ <u>6/30/23</u>	\$	<u>3,161.18</u>
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	TOTAL	\$	<u>8,192.18</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
STEWART SIMMONS FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>7,007.54</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>2,761.82</u>
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B.	2013 taxes written off		\$ <u>65.00</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS		\$ <u>2,826.82</u>
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	Prior Year Taxes @	<u>6/30/23</u>	\$ <u>4,180.72</u>
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	TOTAL		\$ <u>7,007.54</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
ZIONVILLE FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>9,891.10</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>4,362.08</u>
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B.	2013 taxes written off		\$ <u>155.98</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>4,518.06</u>
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	Prior Year Taxes @ <u>6/30/23</u>		\$ <u>5,373.04</u>
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	TOTAL	\$ <u>9,891.10</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
COVE CREEK FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>11,697.57</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>6,106.02</u>
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B.	2013 taxes written off		\$ <u>177.43</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>6,283.45</u>
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	Prior Year Taxes @ <u>6/30/23</u>		\$ <u>5,414.12</u>
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	TOTAL	\$ <u>11,697.57</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
SHAWNEEHAW FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$	<u>2,870.57</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>1,650.67</u>
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B.	2013 taxes written off		\$	<u>149.19</u>
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C.	Adjustments		\$	<u>0.00</u>
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	TOTAL CREDITS		\$	<u>1,799.86</u>
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	Prior Year Taxes @	<u>6/30/23</u>	\$	<u>1,070.71</u>
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	TOTAL		\$	<u>2,870.57</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
MEAT CAMP FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>		\$ <u>12,645.23</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases			\$ <u>5,083.08</u>
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B.	2013 taxes written off			\$ <u>287.73</u>
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C.	Adjustments			\$ <u>0.00</u>
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	TOTAL CREDITS			\$ <u>5,370.81</u>
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	Prior Year Taxes @ <u>6/30/23</u>			\$ <u>7,274.42</u>
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	TOTAL			\$ <u>12,645.23</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
DEEP GAP FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>11,074.74</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>3,969.75</u>
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B.	2013 taxes written off		\$ <u>318.97</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS		\$ <u>4,288.72</u>
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	Prior Year Taxes @	<u>6/30/23</u>	\$ <u>6,786.02</u>
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	TOTAL		\$ <u>11,074.74</u>
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## ANNUAL SETTLEMENT OF TAX COLLECTOR

## TODD FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$	<u>1,516.35</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>1,267.62</u>
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B.	<u>2013</u> taxes written off		\$	<u>2.34</u>
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C.	Adjustments		\$	<u>0.00</u>
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	TOTAL CREDITS		\$	<u>1,269.96</u>
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Prior Year Taxes	@	<u>6/30/23</u>	\$	<u>246.39</u>
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	TOTAL		\$	<u>1,516.35</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
BLOWING ROCK FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>10,278.35</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>6,497.80</u>
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B.	2013 taxes written off		\$ <u>155.08</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>6,652.88</u>
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	Prior Year Taxes @ <u>6/30/23</u>		\$ <u>3,625.47</u>
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	TOTAL	\$ <u>10,278.35</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
MEAT CAMP-CRESTON FIRE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>1,195.19</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>205.82</u>
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B.	2013 taxes written off		\$ <u>0.00</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>205.82</u>
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	Prior Year Taxes @ <u>6/30/23</u>		\$ <u>989.37</u>
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	TOTAL	\$ <u>1,195.19</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
MUNICIPAL SERVICE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$	<u>10,302.81</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>2,340.01</u>
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B.	2013 taxes written off		\$	<u>87.34</u>
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C.	Adjustments		\$	<u>0.00</u>
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	TOTAL CREDITS		\$	<u>2,427.35</u>
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	Prior Year Taxes @	<u>6/30/23</u>	\$	<u>7,875.46</u>
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	TOTAL		\$	<u>10,302.81</u>
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## ANNUAL SETTLEMENT OF TAX COLLECTOR

## GREEN BOX FEES

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$	<u>2,986.04</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>131.48</u>
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B.	<u>2013</u> taxes written off		\$	<u>2,729.56</u>
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C.	Adjustments		\$	<u>0.00</u>
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	TOTAL CREDITS		\$	<u>2,861.04</u>
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Prior Year Taxes	@	<u>6/30/23</u>	\$	<u>125.00</u>
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	TOTAL		\$	<u>2,986.04</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
SOLID WASTE USER FEE

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>203,600.51</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>53,140.41</u>
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B.	2013 taxes written off		\$ <u>7,336.71</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>60,447.12</u>
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	Prior Year Taxes @ <u>6/30/23</u>		\$ <u>143,123.39</u>
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	TOTAL	\$ <u>203,600.51</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
FOSCOE SERVICE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>2,386.04</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>1,104.06</u>
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B.	2013 taxes written off		\$ <u>46.13</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>1,150.19</u>
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	Prior Year Taxes @ <u>6/30/23</u>		\$ <u>1,235.85</u>
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	TOTAL	\$ <u>2,386.04</u>
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## ANNUAL SETTLEMENT OF TAX COLLECTOR

## BEECH MTN. SERVICE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$	<u>7.63</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>0.00</u>
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B.	<u>2013</u> taxes written off		\$	<u>0.75</u>
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C.	Adjustments		\$	<u>0.00</u>
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	TOTAL CREDITS		\$	<u>0.75</u>
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Prior Year Taxes	@	<u>6/30/23</u>	\$	<u>6.88</u>
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	TOTAL		\$	<u>7.63</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
COVE CREEK SERVICE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>0.00</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>0.00</u>
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B.	2013 taxes written off		\$ <u>0.00</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>0.00</u>
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	Prior Year Taxes @ <u>6/30/23</u>		\$ <u>0.00</u>
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	TOTAL	\$ <u>0.00</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
SHAWNEEHAW SERVICE DISTRICT

Prior year FY 2022-2023 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2013-2021</u>	\$ <u>682.76</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>605.77</u>
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B.	2013 taxes written off		\$ <u>37.00</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS		\$ <u>642.77</u>
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	Prior Year Taxes @ <u>6/30/23</u>		\$ <u>39.99</u>
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	TOTAL		\$ <u>682.76</u>
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**AGENDA ITEM 10:**

**TAX MATTERS**

*C. Oath to Collect Taxes*

**MANAGER'S COMMENTS:**

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

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

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

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

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

\_\_\_\_\_  
(SEAL)  
CHAIRMAN, BOARD OF COMMISSIONERS  
OF WATAUGA COUNTY

ATTEST:

\_\_\_\_\_  
CLERK OF BOARD OF COMMISSIONERS  
COUNTY OF WATAUGA

OATH AS TO DILIGENT EFFORT TO COLLECT TAXES

N.C.G.S. 105-373

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

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

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

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

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

\_\_\_\_\_  
LARRY WARREN, TAX ADMINISTRATOR

OATH ADMINISTERED BY: \_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
DATE

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**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Proposed Courthouse Computer Systems Software License and Support Agreement***

**MANAGER’S COMMENTS:**

The Register of Deeds is requesting Board approval of the software contract with Courthouse Computer Systems. The contract is in the amount of \$36,225. Adequate funds are available in the FY 2023-2024 budget.

Board action is required to approve the contract in the amount of \$36,225 with Courthouse Computer Systems for the Register of Deeds software.

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

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

The “Agreement” covers software licensing, software support, and website maintenance for a contract period of July 1, 2023 through June 30<sup>th</sup> 2025 as outlined below:

### **1. Definitions**

1.1. “Designated Environment” means the computer equipment currently in place in the office.

1.2. “Error” means a material failure of the Software to function in conformity with the Specifications.

1.3. “Licensed Copies” means the number of copies of the Software being licensed to the Licensee.

1.4. “Location(s)” means the Licensee office at 842 West King Street, Boone, NC 28607.

1.5. “Office” means the Watauga County Register of Deeds office.

1.6. “Software” refers to any of the supported software modules defined in section two of this Agreement.

1.7. “Fiscal Year” means the twelve months starting in July and continuing through June that mark the financial and accounting year for Watauga County.

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

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

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

1. The ability to easily export records in the system to an ASCII text file format to ensure forward compatibility without costly data conversion if the

county decides to switch to a different software vendor at a later date. This guarantees complete safety and security by ensuring that your data will always be readable in the future. The Register of Deeds office can create and store these files on a daily basis.

2. The seamless integration of Point of Sale (POS) stations with the indexing system. The POS module operates as the office cash register by controlling the cash drawer, printing receipts, and producing detailed ledger reports of all transactions.

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

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

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

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

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

8. The ability to back-scan document books.

9. Compliance with the 2012 North Carolina Standards for Indexing Real-Property documents as well as any subsequent standards that take effect.

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

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

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

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

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

Licensee will be sent confirmation of the individual books included in the batch.

4. Additional Services- The Licensor is available to provide additional services as needed at separately negotiated rates that are not included within the terms of this Agreement. These services include, but are not limited to,

back-file document scanning, and making images of old index books electronically searchable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **7. Software License**

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

## **8. Proprietary Rights**

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

## **9. Confidentiality**

### **9.1 Confidential Information**

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

### **9.2 Unauthorized Disclosure**

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

## **10. Warranty**

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

## **11. Price**

For the services outlined in this Agreement, Licensee agrees to pay Licensor an initial annual licensing and support fee of \$38,225 and no cents for the first Fiscal Year of this agreement. In subsequent Fiscal Years, the Licensee agrees that the annual licensing and support fee shall be annually adjusted by 5.5 percent over the amount payable from the previous year. Licensee agrees to pay all invoices within thirty (30) days of the date of invoice.

## **12. Optional Additional Services**

### **12.1 Customization and Extensive Data Conversion**

Additional time allotments for software customization are available on a time and materials basis of \$125 per hour.

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

### **13.1 Termination and Remedy**

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

### **13.2 Breach**

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

### **13.3 Cessation of Use**

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

### **13.4 Non-Appropriation**

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

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

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

#### **14. Renewal**

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

#### **15. Validity**

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

#### **16. Survival**

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

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

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

#### **18. Assignment**

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

LICENSOR:

LICENSEE:

---

Charles A. Roederer, III  
Courthouse Computer Systems  
President

---

Larry Turnbow  
Chairman, Watauga County  
Commissioners

---

Date

---

Date

Attest:

---

Anita Fogle  
Clerk to the Board

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

---

Samantha Jones  
Watauga County Finance Officer

**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***B. New Valle Crucis School Change Order # 2***

**MANAGER'S COMMENTS:**

Attached is Change Order #2 for the new Valle Crucis Elementary School. The Change Order reflects sewer treatment equipment revisions resulting from the permitting review. The 10,000-gallon tank was upsized to 12,000-gallons and a pump size was increased from 5hp to 10hp at a cost of \$10,508.50. Change Order #1 was a deductive change in the amount of \$382,011.

Board action is required to approve Change Order #2 in the amount of \$10,508.50 to increase the tank size from 10,000-gallons to 12,000-gallons and upsize the pump from 5hp to 10hp.



# Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Valle Crucis School  
 Broadstone Road  
 Sugar Grove, NC 28679

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
  
 Date: 2/14/2023

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 002  
  
 Date: 06/23/2023

**OWNER:** *(Name and address)*  
 Watauga County  
 814 West King Street  
 Boone, NC 28607

**ARCHITECT:** *(Name and address)*  
 Clark Nexsen  
 301 College Street, Suite 300  
 Asheville, NC 28801

**CONTRACTOR:** *(Name and address)*  
 H&M Constructors, a Division of MB  
 Haynes Corporation  
 187 Deaverview Road  
 Asheville, NC 28806

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*  
 Iron Mountain 12,000 Tank and Liquid Chemical Feed (Revision 6)

The original Contract Sum was	\$ 47,874,600.00
The net change by previously authorized Change Orders	\$ -382,011.00
The Contract Sum prior to this Change Order was	\$ 47,492,589.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 10,508.50
The new Contract Sum including this Change Order will be	\$ 47,503,097.50

The Contract Time will be unchanged by Zero (0) days.  
 The new date of Substantial Completion will be No change

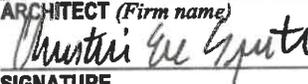
**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Clark Nexsen  
 301 Collete Street, Suite 300  
 Asheville, NC 28801

H&M Constructors, a Division of MB  
 Haynes Corporation  
 187 Deaverview Road  
 Asheville, NC 28806

Watauga County  
 814 West King Street  
 Boone, NC 28607

\_\_\_\_\_  
**ARCHITECT** *(Firm name)*  
  
 \_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*  
  
 \_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**OWNER** *(Firm name)*  
 \_\_\_\_\_  
**SIGNATURE**

Christine E. Szentesi  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**

Greg Borden, Senior V.P.  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**

Deron Geouque, Watauga County  
 Manager  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**

06/02/2023  
 \_\_\_\_\_  
**DATE**

6-26-23  
 \_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

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 User Notes: (3B9ADA59)



## Change Order Proposal

Project: Valle Crucis School

COR #: **2**

Date: **5/8/2023**

**Description of Change: per revision 6 change 10,000 gallon to 12,000 gallon tank**

			Subtotals
<b>H&amp;M Material:</b>			
1. Total Cost of Materials (Attach Backup)		0.00	
2. Sales Tax	6.75%	0.00	
3. Overhead & Profit	15%	0.00	0.00
<b>H&amp;M Labor:</b>			
4. Total Man Hour Cost (Attach Backup)		0.00	
5. Labor Burden (Enter Percentage)	41%	0.00	
6. Overhead & Profit	15%	0.00	0.00
<b>H&amp;M Equipment Rental:</b>			
7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	0.00
<b>H&amp;M Unit Prices:</b>			
9. Unit Price (If Applicable)		0.00	0.00
<b>H&amp;M Subcontractors:</b>			
10. Subcontractor (Attach Subcontractor Backup)		4,109.00	
11. Overhead & Profit (On Subcontractors)	10%	410.90	4,519.90
		<b>Grand Subtotal =</b>	<b>4,519.90</b>
13. P&P Bonds (On Grand Subtotal)	2%	90.40	
		<b>Total of Proposal =</b>	<b>4,610.30</b>

Time Extension Request: **0** Days  
 Schedule Activity # Affected: \_\_\_\_\_ Does this effect the critical path? **No**

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP Eric Jones Digitally signed by Eric Jones  
DN: C=US,  
E=ejones@h-mconstructors.com, OU=H&M  
Constructors, CN=Eric Jones  
Date: 2023.05.11 13:30:25-04'00' Date: \_\_\_\_\_

Owner/Architect \_\_\_\_\_ Date: \_\_\_\_\_

**IRON MOUNTAIN CONSTRUCTION CO.,INC.**

**Change Order Proposal**

Project: Valle Crucis School

COR #: 2

Date: 4/24/2023

**Description of Change: Per Revision 6- change 10,000 gallon tank to 12,000 gallon tank**

			Subtotals
<b>Material:</b>			
1. Total Cost of Materials (Attach Backup)		<u>\$3,500.00</u>	
2. Sales Tax	6.75%	<u>\$236.25</u>	
3. Overhead & Profit	10%	<u>\$373.63</u>	<b>\$4,109.88</b>
<b>Labor:</b>			
4. Total Man Hour Cost (Attach Backup)		<u>\$0.00</u>	
5. Labor Burden (35% is Allowed)	35%	<u>\$0.00</u>	
6. Overhead & Profit	10%	<u>\$0.00</u>	<b>\$0.00</b>
<b>Equipment Rental:</b>			
7. Equipment / Equipment Rental (Attach Backup)		<u>\$0.00</u>	
8. Overhead & Profit	10%	<u>\$0.00</u>	<b>\$0.00</b>
<b>Unit Prices:</b>			
9. Unit Price (If Applicable)		<u>\$0.00</u>	<b>\$0.00</b>
<b>Subcontractors:</b>			
10. Subcontractor (Attach Subcontractor Backup)		<u>\$0.00</u>	
11. Overhead & Profit (On Subcontractors)	10%	<u>\$0.00</u>	<b>\$0.00</b>
<b>Grand Subtotal =</b>			<b>\$4,109.88</b>
13. Bond If Required (On Grand Subtotal)	2%	<u>\$82.20</u>	
<b>Total of Proposal =</b>			<b>\$4,192.07</b>

Time Extension Request: 0 Days  
 Schedule Activity # Affected: 0 Does this effect the critical path? No

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Subcontractor *Don Hayworth*

Date: 4-24-23



Original



SHOAF PRECAST SEPTIC TANK, INC.

4130 WEST US HWY. 64  
LEXINGTON, NC 27295  
PHONE: (336) 787-5826  
EMAIL: info@shoafprecast.com

Quote

Date	Quote #
8/27/2022	15146

Iron Mountain Construction Co., Inc.  
Post Office Box 24  
Mountain City, TN 37683

10,000 Gallon Tank  
Original Scope per  
Bid Documents

P.O. No.	Job
	Valle Crucis School

Qty	U/M	Description	Amount
1		4000 gal. H2O Grease Tank (8 x 16 mold) w/ 3 - 24" access holes (Tank design does not include any anti bouyancy modifications. Plans show approx. 5' of soil cover over tanks. Soil cover could be used to achieve anti bouyancy. Acceptance to be verified by engineer. Customer responsible for anti bouyancy modifications in the field) (Shoaf precast to furnish stamped anti bouyancy calculations for tank only, not modifications)	9,500.00T
1		14,000 gal. H2O Traffic Rated Septic Tank (10 x 20 mold) w/ 3 - 24" access holes cast in (Tank design does not include any anti bouyancy modifications. Plans show approx. 5' of soil cover over tanks. Soil cover could be used to achieve anti bouyancy. Acceptance to be verified by engineer. Customer responsible for anti bouyancy modifications in the field) (Shoaf precast to furnish stamped anti bouyancy calculations for tank only, not modifications)	32,000.00T
1		10,000 gal. H/20 Pump Tank (10 x 20 mold) w/ 2 - 24" access holes (Tank design does not include any anti bouyancy modifications. Plans show approx. 5' of soil cover over tanks. Soil cover could be used to achieve anti bouyancy. Acceptance to be verified by engineer. Customer responsible for anti bouyancy modifications in the field) (Shoaf precast to furnish stamped anti bouyancy calculations for tank only, not modifications)	26,000.00T
2		49" x 101" ID Manifold Box (No Plumbing) w/Aluminum Lid (Add \$2,450 per box for plumbing inside box)	6,400.00T
1		5' x 5' x 4'T Vault Box w/ 36" x 48" Non-Traffic Aluminum Hatch cast in	4,500.00T

26,000.00T  
Replaced  
with 12,000  
gallon

DUE TO DAILY CHANGES IN PRICING, WE ARE UNABLE TO OFFER PRICE PROTECTION AT THIS TIME.	
FORMS OF PAYMENT ACCEPTED: CASH, CHECK OR CREDIT CARD* *3% Convenience Fee charged on ALL credit card transactions	Subtotal
Thank you for the opportunity to provide this quote for your job.	Sales Tax (6.75%)
	<b>Total</b>

Revised



SHOAF PRECAST SEPTIC TANK, INC.

4130 WEST US HWY. 64  
LEXINGTON, NC 27295  
PHONE: (336) 787-5826  
EMAIL: info@shoafprecast.com

Quote

Date	Quote #
8/27/2022	15146

12,000 Gallon Tank  
per Revision 6

Iron Mountain Construction Co., Inc.  
Post Office Box 24  
Mountain City, TN 37683

P.O. No.	Job
	Valle Crucis School

Qty	U/M	Description	Amount
		*****Revised 12-22-22 *****	
1		4000 gal. H2O Grease Tank (8 x 16 mold) w/ 3 - 24" access holes (Tank design does not include any anti bouyancy modifications. Plans show approx. 5' of soil cover over tanks. Soil cover could be used to achieve anti bouyancy. Acceptance to be verified by engineer. Customer responsible for anti bouyancy modifications in the field) (Shoaf precast to furnish stamped anti bouyancy calculations for tank only, not modifications)	9,500.00T
1		14,000 gal. H2O Traffic Rated Septic Tank (10 x 20 mold) w/ 3 - 24" access holes cast in (Tank design does not include any anti bouyancy modifications. Plans show approx. 5' of soil cover over tanks. Soil cover could be used to achieve anti bouyancy. Acceptance to be verified by engineer. Customer responsible for anti bouyancy modifications in the field) (Shoaf precast to furnish stamped anti bouyancy calculations for tank only, not modifications)	32,000.00T
1		12,000 gal. H/20 Pump Tank (10 x 20 mold) w/ 2 - 24" access holes (Tank design does not include any anti bouyancy modifications. Plans show approx. 5' of soil cover over tanks. Soil cover could be used to achieve anti bouyancy. Acceptance to be verified by engineer. Customer responsible for anti bouyancy modifications in the field) (Shoaf precast to furnish stamped anti bouyancy calculations for tank only, not modifications)	29,500.00T

29,500.00T

per sewer revision

**DUE TO DAILY CHANGES IN PRICING, WE ARE UNABLE TO OFFER PRICE PROTECTION AT THIS TIME.**

**FORMS OF PAYMENT ACCEPTED:  
CASH, CHECK OR CREDIT CARD\***  
\*3% Convenience Fee charged on ALL credit card transactions

Thank you for the opportunity to provide this quote for your job.

<b>Subtotal</b>
<b>Sales Tax (6.75%)</b>
<b>Total</b>



## Change Order Proposal

Project: Valle Crucis School

COR #: **13**

Date: **5/31/2023**

**Description of Change: Per revision 10 sheet C962 well details- changes well pump from 5HP to 10HP. This entails a larger pump, motor, larger wire size and starter.**

			Subtotals
<b>H&amp;M Material:</b>			
1. Total Cost of Materials (Attach Backup)		0.00	
2. Sales Tax	6.75%	0.00	
3. Overhead & Profit	15%	0.00	0.00
<b>H&amp;M Labor:</b>			
4. Total Man Hour Cost (Attach Backup)		0.00	
5. Labor Burden (Enter Percentage)	41%	0.00	
6. Overhead & Profit	15%	0.00	0.00
<b>H&amp;M Equipment Rental:</b>			
7. Equipment / Equipment Rental (Attach Backup)		0.00	
8. Overhead & Profit	15%	0.00	0.00
<b>H&amp;M Unit Prices:</b>			
9. Unit Price (If Applicable)		0.00	0.00
<b>H&amp;M Subcontractors:</b>			
10. Subcontractor (Attach Subcontractor Backup)		5,256.86	
11. Overhead & Profit (On Subcontractors)	10%	525.69	5,782.55
		<b>Grand Subtotal =</b>	<b>5,782.55</b>
13. P&P Bonds (On Grand Subtotal)	2%	115.65	
		<b>Total of Proposal =</b>	<b>5,898.20</b>

Time Extension Request: **0** Days  
 Schedule Activity # Affected: \_\_\_\_\_ Does this effect the critical path? **No**

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Eric Jones / VP Eric Jones Digitally signed by Eric Jones  
 DN: C=US, E=ejones@h-mconstructors.com,  
 OU=H&M Constructors, CN=Eric Jones  
 Date: 2023.06.20 17:20:48-04'00' Date: \_\_\_\_\_  
 Owner/Architect \_\_\_\_\_ Date: \_\_\_\_\_

**IRON MOUNTAIN CONSTRUCTION CO.,INC.**

**Change Order Proposal**

Project: Valle Crucis School

COR #: **5**

**Description of Change: Per Revision 10 Sheet C962 Well Details - changes well pump from 5 hp to 10 hp. This entails a larger pump, motor, larger wire size and starter**

					Subtotals
<b>Material:</b>					
1. Total Cost of Materials (Attach Backup)			<b>\$4,389.00</b>		
2. Sales Tax	6.75%		\$296.26		
3. Overhead & Profit	10%		\$468.53		<b>\$5,153.78</b>
<b>Labor:</b>					
4. Total Man Hour Cost (Attach Backup)			<b>\$0.00</b>		
5. Labor Burden (35% is Allowed)	35%		\$0.00		
6. Overhead & Profit	10%		\$0.00		<b>\$0.00</b>
<b>Equipment Rental:</b>					
7. Equipment / Equipment Rental (Attach Backup)			<b>\$0.00</b>		
8. Overhead & Profit	10%		\$0.00		<b>\$0.00</b>
<b>Unit Prices:</b>					
9. Unit Price (If Applicable)			<b>\$0.00</b>		<b>\$0.00</b>
<b>Subcontractors:</b>					
10. Subcontractor (Attach Subcontractor Backup)			<b>\$0.00</b>		
11. Overhead & Profit (On Subcontractors)	10%		\$0.00		<b>\$0.00</b>
<b>Grand Subtotal =</b>					<b>\$5,153.78</b>
13. Bond If Required (On Grand Subtotal)	2%		\$103.08		
<b>Total of Proposal =</b>					<b>\$5,256.86</b>

Time Extension Request: **0** Days  
 Schedule Activity # Affected: **0** Does this effect the critical path? **No**

This Contractor agrees to perform the work outlined in this change proposal for the amount specified above

Subcontractor *Ami Hayworth*

Date: 5-30-23



**Kimberly Hayworth**

---

**From:** Brink <thebrink@shelby.net>  
**Sent:** Tuesday, May 30, 2023 3:24 PM  
**To:** Kimberly Hayworth  
**Subject:** Submersible Well Pump Upgrade- Valle Cruses School

Kim,  
The price increase for the 10 HP upgrade in lieu of the original 5 HP will be an additional \$4,685. This includes the cost of the larger pump, motor, larger wire size, and starter. This does not include larger pipe within the well, as this would be unnecessary.  
If you have any questions, let me know.  
Thanks.  
Brinkley Isaacs  
McCall Brothers Inc

Sent from my iPhone

Blank Page

## **AGENDA ITEM 11:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***C. Adopt Resolution to Advertise the United States Department of Agriculture (USDA) Lease Renewal in the West Annex***

### **MANAGER'S COMMENTS:**

The United States Department of Agriculture (USDA) is requesting the renewal of the lease at the West Annex.

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

The Board will need to adopt the attached resolution and then approve the lease at the August 15<sup>th</sup>, 2023 Board meeting to fulfill the advertisement requirement.

Staff seeks direction from the Board.

**STATE OF NORTH CAROLINA****COUNTY OF WATAUGA****Resolution of Watauga County Board of County Commissioners**

Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on July 18, 2023, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manger, of Watauga County to lease to the United States of America, a certain property consisting of 2,270 square feet of office space located 971 West King Street in Boone, North Carolina, for a term of five (5) years. The rent to be paid by the United States of America to Watauga County during the term of the lease is \$18,47 per square foot, totaling \$41,927.00 per annum, or \$3,493.91 per month. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 18th day of July, 2023.

Larry Turnbow, Chairman  
Watauga County Board of County Commissioners

ATTEST:  
Anita Fogle, Clerk to the Board

## Anita.Fogle

---

**From:** Samantha Jones  
**Sent:** Wednesday, June 21, 2023 4:40 PM  
**To:** Anita.Fogle  
**Subject:** FW: Lease Extension - Lease Amendment #2 - Boone, Watauga Co, NC  
**Attachments:** 3h NC Boone SAM Entity Info.pdf; 4a NC Boone Lease Extension Lease Amendment 2.pdf

Samantha Jones  
 Watauga County Finance Director  
 814 West King Street, Suite 216  
 Boone, NC 28607  
 ph: (828) 265-8012  
 fax: (828) 265-8006  
[samantha.jones@watgov.org](mailto:samantha.jones@watgov.org)




---

**From:** Gilbertson, Heather - FPAC-FBC, WI <heather.gilbertson@usda.gov>  
**Sent:** Wednesday, June 21, 2023 4:31 PM  
**To:** Samantha Jones <Samantha.Jones@watgov.org>; Deidre.Earp <Deidre.Guy@watgov.org>  
**Cc:** Gilbertson, Heather - FPAC-FBC, WI <heather.gilbertson@usda.gov>  
**Subject:** Lease Extension - Lease Amendment #2 - Boone, Watauga Co, NC

Dear *Samantha*,

Thank you for accommodating the U.S. Department of Agriculture (USDA) space needs to support the programs and services for America's farmers, ranchers, and producers!

Based on our records, the Lease for the USDA facility at *Watauga County USDA Service Center, 971 West Boone, NC* under *Lease Number 37189-Watauga-Avery-01* expired on *03/17/2023*. To secure continued occupancy, the USDA is offering the attached lease extension for up to **5** additional years through *March 17, 2028*.

Please note, the lease rate established in any final lease extension agreement shall be fully serviced (all utilities, janitorial and other passthroughs included). It is not the USDA's intention to negotiate a new lease, and therefore, all other terms and conditions under the current lease contract, including any Supplemental or Lease Amendments issued during the term of the lease remain in full force and effect.

Please ensure the System for Award Management (SAM) (<https://www.sam.gov>) registration is **ACTIVE**, the Purpose of Registration indicates **ALL AWARDS**, and the NAICS code for your SAM is **531120**. Right now, your account is **ACTIVE**. A copy of your SAM account is attached for reference and for your records.

If you have any questions regarding the Lease Extension, please feel free to reach out to me directly for further assistance.

Thank you for your kind consideration and we look forward to your prompt reply.

Heather

*Heather Gilbertson*

Realty Specialist  
USDA-FPAC/MSD/LAAB  
715-495-1327

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

<b>UNITED STATES DEPARTMENT OF AGRICULTURE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 2</b>
	TO LEASE NO.  <b>37189-Watauga-Avery-01</b>
ADDRESS OF PREMISES  <b>971 West King Street</b> <b>Boone, NC 28607</b>	GREX Delegation Number: <b>DNC03180-001</b> RPUID: <b>FA.112461</b> EUID: <b>Z24BCML635D9</b>

**THIS AMENDMENT** is made and entered into between **County of Watauga**

whose address is: **Suite 1, Courthouse, Boone, NC 28607**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above-described premises will be extended from **March 18, 2023** through **March 17, 2028**.
2. **Effective March 18, 2023**, the Government will pay the Lessor annual rent of **\$41,927.00** payable at the rate of **\$3,493.91\*** per month (representing **\$18.47** per square foot for **2,270** rentable square feet of office space) in arrears. (\*Rates may be rounded.)
3. The lease is amended to include FAR Part 52.204-25 (attached to this lease document) which will be initialed by the Lessor and Government.
4. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect.  
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer, USDA  
 Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**FAR 52-204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

## 52.204-27 Prohibition on a ByteDance Covered Application.

As prescribed in [4.2203\(c\)](#), insert the following clause:

### PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) *Definitions*. As used in this clause—

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

**52.205 [Reserved]**

**52.206 [Reserved]**

**52.207 [Reserved]**

**52.207-1 Notice of Standard Competition.**

As prescribed in [7.305\(a\)](#), insert the following provision:

NOTICE OF STANDARD COMPETITION (MAY 2006)

(a) This solicitation is part of a standard competition under Office of Management and Budget Circular No. A-76 (Revised), Performance of Commercial Activities, dated May 29, 2003 (hereafter "the Circular"), to determine whether to accomplish the specified work under contract or by Government performance.

(b) The Government will evaluate private sector offers, the agency tender, and public reimbursable tenders, as provided in this solicitation and the Circular.

(c) A performance decision resulting from this standard competition will be publicly announced in accordance with the Circular. If the performance decision favors a private sector offeror, a contract will be awarded. If the performance decision favors an agency or a public reimbursable tender, the Contracting Officer shall establish, respectively, either a Most Efficient Organization letter of obligation or a fee-for-service agreement, as those terms are defined in the Circular.

(d) As provided in the Circular, directly interested parties may file contests, which are governed by the procedures in Federal Acquisition Regulation [33.103](#). Until resolution of any contest, or the expiration of the time for filing a contest, only legal agents for directly interested parties shall have access to the certified standard competition form, the agency tender, and public reimbursable tenders.

(End of provision)



# WATAUGA COUNTY

Unique Entity ID <b>X7B4LX1QQMX6</b>	CAGE / NCAGE <b>5DAW6</b>	Purpose of Registration <b>Federal Assistance Awards Only</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Feb 1, 2024</b>	
Physical Address <b>814 W King ST Boone, North Carolina 28607-3457 United States</b>	Mailing Address <b>814 W King ST STE 216 Boone, North Carolina 28607-3457 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>North Carolina 05</b>	State / Country of Incorporation <b>(blank) / (blank)</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Feb 28, 2023</b>	Submission Date <b>Feb 1, 2023</b>	Initial Registration Date <b>Mar 23, 2009</b>
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## Entity Dates

Entity Start Date <b>Jun 18, 1990</b>	Fiscal Year End Close Date <b>Jun 30</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>U.S. Government Entity</b>	Entity Type <b>US Local Government</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>(blank)</b>		

**Socio-Economic Types**

071823 BCC Meeting

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Government Types**

U.S. Local Government  
County

**Financial Information**

Accepts Credit Card Payments  
**No**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**5DAW6**

**Taxpayer Information**

EIN  
**566001816**

Type of Tax  
**Applicable Federal Tax**

Taxpayer Name  
**COUNTY OF WATAUGA**

Tax Year (Most Recent Tax Year)  
**2008**

Name/Title of Individual Executing Consent  
**County Manager**

TIN Consent Date  
**Feb 1, 2023**

Address  
**814 W King ST STE 216  
Boone, North Carolina 28607**

**Points of Contact****Accounts Receivable POC**

  
**DEIDRE GUY**  
**DEIDRE.GUY@watgov.org**  
**8282658010**

**Electronic Business**

  
**Samantha Jones**  
**samantha.jones@watgov.org**  
**8282658007**

**814 West King STREET, RM 216  
Boone, North Carolina 28607  
United States**

DEIDRE GUY  
deidre.guy@watgov.org  
8282658010

814 West King STREET, Room 216  
Boone, North Carolina 28607  
United States

**Government Business**

  
**Samantha Jones**  
**samantha.jones@watgov.org**  
**8282658007**

**814 West King STREET, RM 216  
Boone, North Carolina 28607  
United States**

Samantha Jones  
samantha.jones@watgov.org  
8282658007

814 West King STREET, RM 216  
Boone, North Carolina 28607  
United States

**Past Performance**

  
**DERON GEOUQUE**  
**Deron.Geouque@watgov.org**  
**8282658000**

**814 West King Street  
Suite 205  
Boone, North Carolina 28607  
United States**

Samantha Jones  
samantha.jones@watgov.org  
8282658007

814 West King STREET, RM 216  
Boone, North Carolina 28607  
United States

**Security Information**

Company Security Level

Highest Level Employee Security Level

(blank)

(blank)

071823 BCC Meeting

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
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**Size Metrics**

**IGT Size Metrics**

Annual Revenue (from all IGTs)

(blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)

(blank)

Number of Employees (in accordance with 13 CFR 121)

(blank)

**Location**

Annual Receipts (in accordance with 13 CFR 121)

(blank)

Number of Employees (in accordance with 13 CFR 121)

(blank)

**Industry-Specific**

Barrels Capacity

(blank)

Megawatt Hours

(blank)

Total Assets

(blank)

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

This entity does not appear in the disaster response registry.

Blank Page

## **AGENDA ITEM 11:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***D. Adopt Resolution to Advertise Appalachian State University Greenhouse Lease Renewal at the Landfill***

### **MANAGER'S COMMENTS:**

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

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

The Board will need to adopt the attached resolution and then approve the lease at the August 15<sup>th</sup>, 2023 Board meeting to fulfill the advertisement requirement.

Staff seeks direction from the Board.

**STATE OF NORTH CAROLINA****COUNTY OF WATAUGA****Resolution of Watauga County Board of County Commissioners**

Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on July 18, 2023, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manger, of Watauga County to lease to the Appalachian State University Foundation, Inc., a certain property located adjacent to the Watauga County Methane Flare Station described as a point 2 feet from the Landfill Road directly south of the power pole proceeding east along Landfill Road 160 feet and heading due south from those two points to the Watauga County property line in Watauga County, North Carolina, for a term of three (3) years. The rent to be paid by the Appalachian State University Foundation to Watauga County during the term of the lease is One Dollar (\$1.00) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 18th day of July, 2023.

Larry Turnbow, Chairman  
Watauga County Board of County Commissioners

ATTEST:  
Anita Fogle, Clerk to the Board

**Anita.Fogle**

---

**From:** Deron.Geouque  
**Sent:** Friday, June 30, 2023 9:31 AM  
**To:** Novacekm Facilities Operations  
**Cc:** Anita.Fogle; Sarah Rupp  
**Subject:** RE: [External] Re: Lease Renewal: Nexus Research Labs @ Landfill

Hello Michelle:

I will have the Board consider at their next meeting to start the process.

Sincerely,

Deron Geouque  
Watauga County Manager  
814 West King Street  
Boone, NC 28607  
(P) 828-265-8000  
(F) 828-264-3230  
Email [Deron.Geouque@watgov.org](mailto:Deron.Geouque@watgov.org)

**From:** Novacekm Facilities Operations <novacekm@appstate.edu>  
**Sent:** Thursday, June 29, 2023 4:12 PM  
**To:** Deron.Geouque <Deron.Geouque@watgov.org>  
**Cc:** Anita.Fogle <Anita.Fogle@watgov.org>; Sarah Rupp <ruppse@appstate.edu>  
**Subject:** Re: [External] Re: Lease Renewal: Nexus Research Labs @ Landfill

Hi Deron -

Our Board of Trustees has approved the new lease (attached) for the landfill research lab and the Chancellor has signed for App State. We used the same lease as in the previous years to keep it simple. I've put 2 originals in the mail to you.

If it's any help for you when presenting to your board, this is what we used as a summary for our board:

**Watauga County (Nexus Research Lab @ Landfill)**

Address: 336 Landfill Road, Boone, NC  
Action: New 3-year lease in same location as previous 4 years  
Term: July 1, 2023 – June 30, 2026, 3 years  
Rental Amount: \$1  
Description: Ground lease of approximately 50,000 sf area  
Purpose: Provide research and demonstration space for greenhouse heating technologies that do not require fossil fuels. Examples of alternative fuels include wood chips, manures, agricultural wastes which produce heat through biochar, anaerobic digestion and compost heating.

Michelle Novacek

Director, Real Estate  
Direct: 828-262-8776  
[novacekm@appstate.edu](mailto:novacekm@appstate.edu)

On Tue, May 9, 2023 at 4:34 PM Deron.Geouque <[Deron.Geouque@watgov.org](mailto:Deron.Geouque@watgov.org)> wrote:

Sure. Just send an updated contract and we will place on agenda for Board consideration.

Deron Geouque  
Watauga County Manager  
814 West King Street  
Boone, NC 28607  
(P) [828-265-8000](tel:828-265-8000)  
(F) [828-264-3230](tel:828-264-3230)  
Email [Deron.Geouque@watgov.org](mailto:Deron.Geouque@watgov.org)

On May 9, 2023, at 3:48 PM, Novacekm Facilities Operations <[novacekm@appstate.edu](mailto:novacekm@appstate.edu)> wrote:

Hi Deron,

Are you game for another term of leasing the landfill space to App?

Faculty are still doing research at the landfill, but the lease has been expired since 2022.

If you're willing to do another 3 year term, or less if you'd prefer, I'd like to get it in front of our Board of Trustees for approval in June.

Attached: Previous lease + color copy of the Exhibit.

Here are some current photos of the property.

<IMG-1681.jpg>

<IMG-1682 (1).jpg>

<IMG-1683.jpg>

<IMG-1680.jpg>

<IMG-1673.jpg>

<IMG-1675.jpg>

<IMG-1676.jpg>

**Michelle Novacek**

Director, Real Estate

Direct: 828-262-8776

[novacekm@appstate.edu](mailto:novacekm@appstate.edu)

<Nexus\_LeasedAreaEstimate\_160603.pdf>

<Watauga County Landfill Greenhouse Lease Renewal 2019, 4832-1068-3028,6.pdf>

## COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this 23rd day of June 2023, by and between Watauga County, a body politic of the State of North Carolina (hereinafter referred to as "Landlord" and/or "County") whose principle place of business is 814 West King Street, Suite 205, Boone, North Carolina 28607, and Appalachian State University, a constituent institution of The University of North Carolina (hereinafter referred to as "Tenant" and/or "Appalachian"), whose principle place of business is 438 Academy Street, Boone, North Carolina 28608.

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

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

### WITNESSETH:

#### 1. LEASED PREMISES

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

694 Landfill Road, Boone NC, more particularly described as a portion of Watauga County PIN 2920-48-2773-000 beginning at a point 2 feet from Landfill Rd. directly south of the power pole providing service to the Watauga County Animal Control Office, proceeding east along Landfill Rd. for a total of 360 feet and heading due south from those two points to the Watauga County property line.

#### 2. TERM.

Appalachian shall have and hold the Premises for a term of three (3) years beginning on the 1<sup>st</sup> day of July 2023, and ending on the 30<sup>th</sup> day of June 2026, at midnight, unless sooner terminated as hereinafter provided.

#### 3. RENTAL

Appalachian agrees to pay the County, without deduction or set off, an annual rental of One Dollar

(\$1.00) per year, payable on the date of this Lease and each annual anniversary of that date during the term hereof. Upon execution of this Lease, Appalachian shall pay to the County the first year's rent due hereunder. Rental for any period during the term hereof which is less than one year shall be the pro-rated portion of the annual rental due.

#### 4. UTILITIES

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

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

#### 5. COMMON AREA RULES AND REGULATIONS

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

#### 6. USE OF PREMISES

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

#### 7. LIABILITY; INSURANCE

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

## **8. REPAIRS BY THE COUNTY**

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

## **9. REPAIRS BY APPALACHIAN**

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

## **10. ALTERATIONS**

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

## **11. REMOVAL OF FIXTURES**

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

## **12. GOVERNMENTAL ORDERS**

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

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

### **13. ASSIGNMENT AND SUBLETTING**

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

### **14. EVENTS OF DEFAULT**

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

### **15. REMEDIES UPON DEFAULT**

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

### **16. EXTERIOR SIGNS**

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

**17. THE COUNTY'S ENTRY OF PREMISES**

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

**18. WAIVER OF RIGHTS**

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

**19. ENVIRONMENTAL LAWS**

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

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

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

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

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

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

## 20. ABANDONMENT

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

## 21. DEFINITIONS

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

## 22. NOTICES

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Appalachian shall be delivered or sent to University Property Office, Appalachian State University, 438 Academy Street, Boone, NC 28608, ATTN: Michelle Novacek, with a copy to Office of General Counsel, Appalachian State University, ASU Box 32126, Boone, NC 28608. Notices to the County shall be delivered or sent to the address shown at the beginning of this Lease.

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

**23. ENTIRE AGREEMENT**

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

**24. AUTHORIZED LEASE EXECUTION**

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

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

**LANDLORD:**

**TENANT:**

**WATAUGA COUNTY:**

**APPALACHIAN STATE UNIVERSITY:**

By: \_\_\_\_\_ (SEAL)  
Title: Deron Geouque, County Manager

By:  (SEAL)  
Title: Sheri Everts, Chancellor

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

Date: 06.23.2023

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

\_\_\_\_\_  
Samantha Jones, Watauga County Finance Officer

**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*E. Request to Schedule Public Hearing to Allow Public Comment on the Closeout of the 2020 Community Development Block Grant Relief Program Project (CDBG\_CV)*

**MANAGER’S COMMENTS:**

The County was awarded the Community Development Block Grant – COVID (CDBG-CV). One of the conditions of the CDBG-CV grant requires the County to schedule a public hearing for the closeout of the grant. High Country Council Governments is requesting the hearing be scheduled for August 1, 2023. As such, staff was required to submit the ad to the paper prior to the Board meeting.

Board approval is required to schedule a public hearing for the closeout of the Community Development Block Grant – COVID (CDBG-CV) for August 1, 2023.

## **WATAUGA COUNTY TO HOLD PUBLIC HEARING**

Watauga County is seeking to closeout its 2020 Community Development Block Grant COVID Relief Program #20-V-3520. The CDBG-CV project provided assistance with mortgage/rent, utilities, food, internet, and mental health services to more than 115 low-income homes in Watauga County affected by COVID-19.

A public hearing is scheduled for Tuesday, August 1, 2023 at 5:30 pm in the Commissioner's Conference Room located in the Watauga County Administration Building at 814 West King Street, Boone, NC. All interested citizens are invited to attend.

This information is available in Spanish or any other language upon request. Please contact Anita Fogle at (828) 265-8000 or at 814 West King Street, Suite 205, Boone, NC to accommodate this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Anita Fogle al (828) 265-8000 o en 814 West King Street, Suite 205, Boone, NC de alojamiento para esta solicitud.

Hearing impaired persons desiring additional information or having questions regarding this subject should call Relay North Carolina at 711 or (800) 735-2962.

**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*F. Proposed Human Services Parking Lot Agreement with Appalachian State University*

**MANAGER’S COMMENTS:**

The current lease with Appalachian State University has expired. The University is requesting the lease to be renewed.

Board action is required to approve the lease with Appalachian State University to utilize the Human Services Parking Lot for football game days and special events as detailed in the lease.

**WATAUGA COUNTY, NORTH CAROLINA**  
**and**  
**APPALACHIAN STATE UNIVERSITY**  
**USE AGREEMENT**

**THIS USE AGREEMENT** (“Agreement”), made and entered into as of the second signature below (“Execution Date”) by and between Watauga County (“County”), and Appalachian State University, a constituent institution of the University of North Carolina (“University”). Watauga County and Appalachian State University may each be referred to herein individually as a "Party" or collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, Appalachian State University desires to utilize the parking lot at 132 Poplar Grove Road Connector as set forth below;

**WHEREAS**, the Board of County Commissioners has resolved to allow Appalachian State University use of the parking lot at 132 Poplar Grove Road Connector for the term set forth below; and

**NOW, THEREFORE**, subject to the terms and conditions hereinafter set forth, said County does hereby agree to allow University to use parking spaces marked by lines in paved lots in the parking lot located at 132 Poplar Grove Road Connector, Boone, lying and being in Watauga County, North Carolina.

The terms and conditions of this Agreement are as follows:

1. **TERM:** The Parking lot located at 132 Poplar Grove Road Connector shall be available to University for the pre- and postgame events during the 2023 football season. Such dates and times shall be determined in accordance with University's football schedule. Notice of game dates and times shall be provided to the County prior to the event. The term of this Agreement shall extend from September 1, 2023 through December 15, 2023.
2. **PAYMENTS:** University shall pay to the County for the use of said lot the sum of Five Thousand Dollars (\$5,000) in one lump sum payment, annually, for the use of the premises. Such payment shall be made every year before the start of the first event. The University shall be responsible for providing security on the dates of use during the term of this Agreement and for removing all unauthorized vehicles. University is responsible for ensuring that no individuals shall enter any structures or buildings located on the premises. County shall provide a parking pass to each individual who pays for the use of the parking facilities, which shall include indemnification language. University shall also provide portajohns for use at the lot on event dates.
3. **USE OF PREMISES:** The premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the premises. University agrees there shall be no tailgating, no consumption of alcohol, no open flame, and no picnicking at the parking lot

located at 132 Poplar Grove Road Connector. The University shall only use the agreed-upon space for the parking of vehicles for the football game festivities and for the purposes as set forth above, and shall be responsible for providing employees of the University who will secure the premises, the occupants, and the property during the time period of this Agreement and until the property is vacated by any and all persons, vehicles, or remnants of use by University, its sub-University, assigns and authorized or unauthorized users. Upon the end of this Agreement, University shall return the premises to an equal to or better-than condition than it was as of the start date of the Agreement. Specifically, the University shall be responsible for towing unauthorized users of the space. University shall bear the sole cost of removal and towing for any vehicle left on the premises at the termination of the Agreement.

4. **ALTERATIONS:** The University shall not paint or decorate the premises or make any alterations, additions or improvements in or to the premises without the County's prior written consent, and then only in a workmanlike manner using materials and contractors approved by the County. All such work shall be done at the University's expense and at such times and in such manner as the County may approve. All alterations, additions, and improvements upon the premises, made by either the County or the University, shall become the property of the County and shall remain upon and become a part of the premises at the end of the use.
5. **INDEMNIFICATION:** To the extent permitted by law, University agrees to indemnify and hold harmless County from any liability arising from any breach of contract or any other action related to, or incidental to, the performance of this contract. The parties to this Agreement agree that nothing in this Agreement constitutes a waiver of University's sovereign immunity, and that University's obligations in this paragraph shall be limited to the extent and manner of recovery provided in North Carolina's State Tort Claims Act, N.C. Gen. Stat. § 143-291, *et. seq.*
6. **INSURANCE:** University represents and warrants that it is self-insured with respect to tort claims and shall remain self-insured therefor to the extent permitted by North Carolina law for the entire term of this Agreement. A certificate of insurance shall be provided to the County upon request.
7. **DESTRUCTION OF OR DAMAGES TO PREMISES:** If the premises are destroyed by storm, fire, lightning, earthquake or other casualty, or if the spaces become unavailable or unusable for any reason whatsoever, this Agreement shall terminate as of the date of such destruction or unavailability and Agreement shall be accounted for as between the County and the University as of that date. If the premises are damaged, but not wholly destroyed by any such casualties, payment shall abate in such proportion as effective use of the premises has been affected.
8. **GOVERNMENT ORDERS:** University agrees to comply promptly with all requirements of any legally constituted public authority made necessary by reason of University's use of the premises or any other person/entity's use of the premises on University's behalf. In the event a governmental authority, private action, or any other event occurs, which imposes a requirement upon the County, which would result in a hardship to County to remedy, the County may declare this Agreement void and the term of this Agreement shall cease.
9. **EVENTS OF DEFAULT:** The happening of any one or more of the following events (hereinafter any one of which may be referred to as "Event of Default") during the term of

this Agreement, shall constitute a breach of this Agreement on the part of the University;

- (a) University fails to make payments as provided for herein;
  - (b) University fails to comply with or abide by and perform any other obligation imposed upon University under this Agreement; or any unlawful or unauthorized use of the premises occurs, as set forth in paragraph above, entitled "Use of Premises."
  - (c) A permanent receiver is appointed for University's property and such receiver is not removed within sixty (60) days after written notice from County to University to obtain such removal;
  - (d) University, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the payment or any part thereof is, or is proposed to be reduced or payment thereof deferred;
  - (e) University makes an assignment for benefit of creditors;
  - (f) Any other violation of the terms and conditions of the Agreement.
- 10. TERMINATION:** Either Party to this Agreement may terminate this Agreement at any time, and for any reason, by providing thirty (30) days notice to the other party.
- 11. COUNTY'S ENTRY OF PREMISES:** At any time during University's use, County or any representative of County may enter the premises to inspect the premises, exhibit it to prospective University/Purchasers, and to make repairs.
- 12. NOTICES:** All notices required or permitted under this Agreement shall be in writing and shall be personally delivered to or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to University shall be delivered or sent to the address shown at the beginning of this Agreement with a copy sent to Appalachian State University, Office of General Counsel, Attn: General Counsel, ASU Box 32126, Boone, North Carolina 28608-2126.
- 13. NO BAILMENT CREATED:** No bailment is created by this agreement, and County assumes no liability, whatsoever, for any vehicle, any person located therein, any personal property on the premises, or any item in a vehicle, or any person being in or parked on the premises except to the extent that any such damage or injury occurs due to the negligence or intentional acts of County or its officers, employees or agents. Nothing in this Agreement shall constitute a waiver of the County's governmental immunity.
- 14. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Agreement may not be modified except by a writing signed by all of the parties hereto. This Agreement shall supersede any prior agreement made between the parties, relating to the subject matter of this agreement, whether oral or in writing.

**15. NONWAIVER:** Failure of the County to insist upon strict compliance with the Agreement at any point shall not be construed as a waiver of any terms contained in his Agreement or prohibit full enforcement of the rights contained in the Agreement herein.

**16. ASSIGNMENT:** The University shall not assign this Agreement or sublet the premises in whole or in part.

**17. GENERAL RULES AND REGULATIONS:**

- (a) No boats, trailers, or campers shall be parked in the parking area;
- (b) No trash or personal property shall be left on the property. University Agreements the spaces as designated herein only. Any trash, vehicles or personal property left on the premises will be removed at the University's expense.
- (c) Portable toilet facilities shall be provided by the University at its sole expense in both parking lot locations in amounts sufficient for the comfort of those utilizing the premises.

**IN TESTIMONY WHEREOF**, the said parties of the first and second part herein, have hereunto set their hands and affixed their seals, the day and year first above written.

**WATAUGA COUNTY**

**APPALACHIAN STATE UNIVERSITY**

\_\_\_\_\_  
By: Deron Geouque  
County Manager

\_\_\_\_\_  
By: Doug Gillin  
Director of Athletics

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*G. North Carolina Association of County Commissioners (NCACC) Voting Delegate*

**MANAGER’S COMMENTS:**

The 116th NCACC Annual Conference will be held August 24-26, 2023, in Wake County at the Raleigh Convention Center. Visit <https://www.ncacc.org/events-training/annual-conference/> for more information. Please let Anita know if you plan to attend.

A Voting Delegate appointment is requested.

**From:** [Alisa Cobb](#)  
**To:** [County Managers](#); [County Clerks](#)  
**Subject:** Voting Delegate Designation for NCACC 116th Annual Conference  
**Date:** Wednesday, July 5, 2023 11:20:53 AM  
**Attachments:** [image001.png](#)

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Good morning County Managers and Clerks to the Board,

In order to capture voting delegate designations for the upcoming NCACC Annual Conference in August, we are asking your county to submit your voting delegate designation via this [link](#). You will have the option to select one person to serve as the voting delegate and one person as an alternate, if that is your preference. Click [here](#) to indicate who will serve as your voting delegate for the NCACC Annual Conference.

The NCACC's 116th Annual Conference Business Session will be held in Wake County on Saturday, August 26, at 2 pm, with each county entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President.

NCACC Constitution, Article VI:

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

Please submit your voting delegate designations by Monday, August 21, close of business. Should you have any questions, please contact Alisa Cobb at [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org).

Thank you,



North Carolina  
Association of  
County Commissioners

**Alisa Cobb**

Senior Administrative Assistant  
Phone (919) 715-2685

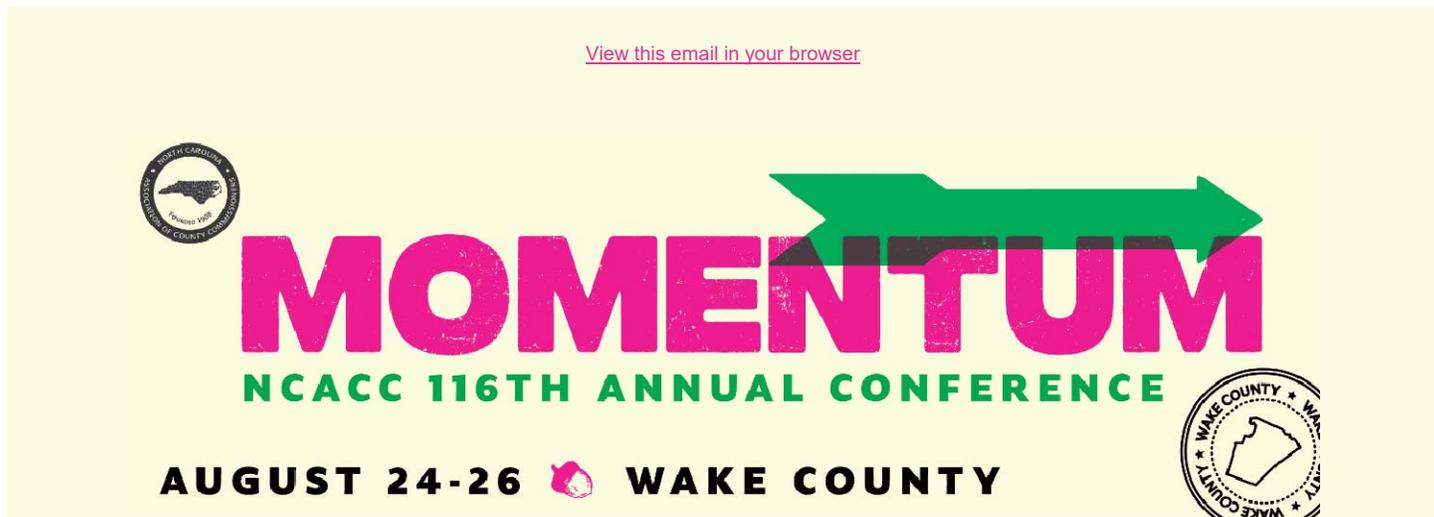
[www.ncacc.org](http://www.ncacc.org)

**Anita.Fogle**

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**From:** North Carolina Association of County Commissioners <communications@ncacc.org>  
**Sent:** Wednesday, June 28, 2023 4:06 PM  
**To:** Anita.Fogle  
**Subject:** Session Highlight for the NCACC 116th Annual Conference

[View this email in your browser](#)



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## Conference Session Highlight

**NCACC 116th Annual Conference**  
**August 24-26 • Wake County**

*Early bird registration ends on July 28.*

We are looking forward to seeing you at the **116th NCACC Annual Conference in Wake County**. This year's Annual Conference will be held from August 24-26, 2023 at the Raleigh Convention Center. To register, [click here](#).

[Register for the Annual Conference](#)

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## Thursday Session Highlight

### ***“Crisis Communications for County Commissioners — Dealing with the Media in an Emergency”***



Presentation by  
**Mark Weaver**

Founder, Communications Counsel

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*Someone in county government made a mistake, broke the law, or made a boatload of people really mad. What comes next? Reporters, social media agitators, and angry residents. Want to know the best practices for communicating in a crisis like this? This fun and fast-paced session gives you the key strategies and tactics to protect your board's reputation.*

On Thursday, August 24, Mark Weaver will conduct a comprehensive training session titled, *“Crisis Communications for County Commissioners — Dealing with the Media in an Emergency.”* Weaver is a battle-tested attorney and crisis communications expert with three decades of experience advising clients in more than 30 states and at the highest levels of national government and corporate America. He counsels public and private sector clients on crisis communications, social media challenges, and high-profile litigation communications.

Called “one of the nation's foremost experts in crisis communications” by NBC News in Charlotte, Mark Weaver is the author of the award-winning book “A Wordsmith's Work,” (now in its fourth edition) which examines the most modern and effective strategies for crisis communications and powerful persuasion. Prior to founding Communications Counsel, Weaver was the Deputy Attorney General of Ohio, where he was responsible for crisis management, strategic counseling, and all communications for an office with 1,400 employees and a

front-page legal issue every week. He also served on the Attorney General’s four-member executive staff and acted as a senior policy advisor and chief spokesman. His past professional assignments include serving as the assistant director of Public Affairs for the U.S Department of Justice, public information director for a large Pennsylvania municipality, and vice president of a national communications firm in Washington, D.C.

**For more information on the NCACC 116th Annual Conference, including the agenda and session information, [click here](#).**

**Register for the Annual Conference**



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You are receiving this communication because you are listed with the NCACC as a County Commissioner, Manager, or Clerk.

**Our mailing address is:**  
North Carolina Association of County Commissioners  
P.O. Box 27288  
Raleigh, NC 27611

[Add us to your address book](#)

Want to change how you receive these emails?  
You can [update your preferences](#) or [unsubscribe from this list](#).

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**AGENDA ITEM 11:****MISCELLANEOUS ADMINISTRATIVE MATTERS***H. Boards and Commissions***MANAGER'S COMMENTS:***Adult Care Home Community Advisory Committee*

Ms. Evelina Idol served for many years on the Adult Care Home Community Advisory Committee. Due to Ms. Idol's recent passing, it is requested to officially remove her as a member of this Committee. A replacement has not been recommended at this time.

*Caldwell Community College Board*

Caldwell Community College has recommended the reappointment of Mr. Billy Ralph Winkler to their Board. This is a first reading and, therefore, no action is required at this time.

*Tourism Development Authority (TDA)*

Watauga County TDA Board member, Mr. Jim Neustadt, recently resigned. His seat must be occupied by someone from a business in Watauga County District U that collects the occupancy tax. Ms. Missy Harrill, owner of the Foscoe Companies and inaugural TDA Board member, has expressed interest in serving again. If appointed, Ms. Harrill's term will fill the unexpired term and will end February 29, 2024. This is a first reading and, therefore, no action is required at this time.



## Anita.Fogle

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**From:** Deron.Geouque  
**Sent:** Tuesday, June 27, 2023 12:50 PM  
**To:** Anita.Fogle  
**Subject:** FW: Board Member

Agenda

Deron Geouque  
Watauga County Manager  
814 West King Street  
Boone, NC 28607  
(P) 828-265-8000  
(F) 828-264-3230  
Email [Deron.Geouque@watgov.org](mailto:Deron.Geouque@watgov.org)

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**From:** Dr. Mark Poarch <mpoarch@cccti.edu>  
**Sent:** Tuesday, June 27, 2023 12:47 PM  
**To:** Deron.Geouque <Deron.Geouque@watgov.org>  
**Subject:** Board Member

Good afternoon pal. I hope all is well.

I just wanted to remind you that Billy Ralph Winkler's term on the college's Board of Trustees expires 6/30/23. I'm not sure if the commissioners have taken action on reappointing him or not. I know that he would like to continue if possible. Just let me know where they are in process.

Thanks.

MP

Email correspondence to and from this address may be subject to the North Carolina Public Records law and may be disclosed to third parties by an authorized state official. (NCGS. ch. 132)



**TO: Watauga County Commissioners**  
**FROM: Wright Tilley – Watauga County TDA**  
**RE: Vacant TDA Board Seat Recommendation**  
**DATE: 6/28/23**

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Dear Commissioners,

Several months ago, Jim Neustadt with Valle Crucis Log Cabin Rentals resigned from the Watauga County TDA board for personal reasons. He held a board seat that must be occupied by someone from a business in Watauga County District U that collects the occupancy tax.

We recently received the attached application from Missy Harrill, owner of the Foscoe Companies. Missy served on the inaugural board of the Watauga County TDA many years ago, and was a valuable member of the board at that time. Foscoe Rentals & Echota are significant contributors to the occupancy tax in Watauga County via their inventory of short term rentals.

I am extremely pleased that Missy is willing to serve on our TDA board again and highly recommend her for appointment to the board.

She would be filling the unexpired term of Jim Neustadt that expires in eight months at the end of February 2024. I expect her to be willing to continue serving a full three year term if re-appointed in February.

Please let me know if you have any questions.

Best Regards,

A handwritten signature in blue ink that reads "Wright".

Wright

### Volunteer Application Watauga County Boards And Commissions

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

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

Name: Missy Harrill

Home Address: 162 Russell Drive

City: Boone Zip: 28607

Telephone: (H) 828-773-3286 (W) 828-963-7600 (Fax) \_\_\_\_\_

Email: missy@foscoecompanies.com

Place of Employment: Foscoe Companies

Job Title: Owner

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

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

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

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

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

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

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

1. Watauga County Tourism Development Authority
2. Economic Development Commission
3. \_\_\_\_\_

**Volunteer Application  
Watauga County Boards And Commissions  
(Continued)**

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

**Work  
Experience:**

I have been actively involved in the development, sales and rentals of primarily second homes in Watauga County for the last 25+ years. These experiences give me valuable insight into the tourism industry from multiple perspectives, including: what motivates people to buy, and subsequently rent out, a second home; effective marketing strategies; possible future trends and challenges based on the current second home sales climate; and what do vacation renters say they desire in a rental property (which is sometimes very different from what they actually want).

**Volunteer  
Experience:**

**Other  
Experience:**

**Other  
Comments:**

I enjoyed my first term on the inaugural TDA Board and I would love to be involved once again. Thanks for your consideration!

Signature: 

Date: 6-27-23

[Print Form](#)

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## **AGENDA ITEM 11:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### *I. Announcements*

#### **MANAGER'S COMMENTS:**

The 116th NCACC Annual Conference will be held August 24-26, 2023, in Wake County at the Raleigh Convention Center. Visit <https://www.ncacc.org/events-training/annual-conference/> for more information. Please let Anita know if you plan to attend.