

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

**TUESDAY, SEPTEMBER 17, 2019
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: September 3, 2019, Regular Meeting September 3, 2019, Closed Session September 3, 2019, Special Meeting		1
	3	APPROVAL OF THE SEPTEMBER 17, 2019, AGENDA		17
5:35	4	UPDATE ON THE PRITZKER CHILDREN'S INITIATIVE (PCI)	MS. CRYSTAL KELLY	19
5:40	5	PUBLIC HEARING REQUEST FOR CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE VALLE CRUCIS HISTORIC DISTRICT ORDINANCE	MR. JOE FURMAN	
5:45	6	PROPOSED RENEWALS OF EMERGENCY SERVICES MAINTENANCE AGREEMENTS A. Hyper-Reach B. Mobile Communications of America	MR. WILL HOLT	39
5:50	7	TAX MATTERS A. Monthly Collections Report B. Refunds & Releases C. Property Tax Appeal	MR. LARRY WARREN	51 53 57
5:55	8	MISCELLANEOUS ADMINISTRATIVE MATTERS A. November Meeting Schedule B. Announcements	MR. DERON GEOUQUE	67 69
6:00	9	PUBLIC COMMENT		71
7:00	10	BREAK		71
7:05	11	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i) Personnel Matters – G. S. 143-318.11(a)(6)		71
7:15	12	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

September 3, 2019, Regular Meeting

September 3, 2019, Closed Session

September 3, 2019, Special Meeting – Joint Meeting with School Board

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, SEPTEMBER 3, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, September 3, 2019, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

Chairman Welch called the meeting to order at 8:33 A.M.

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

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the August 20, 2019, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the August 20, 2019, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the August 20, 2019, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the September 3, 2019, agenda.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the September 3, 2019, agenda as presented.

VOTE: Aye-5
 Nay-0

RIVER’S WALK PERMANENT DRAINAGE EASEMENT REQUEST

Mr. Jim Deal, Attorney for the River’s Walk project being constructed adjacent to County property, presented a request for an easement for roof drains to connect to an existing storm drainage structure. Mr. Deal stated that, if approved, he would draft an easement for the County Attorney’s review.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to approve the easement as requested by Mr. Deal, contingent upon the County Attorney’s review.

VOTE: Aye-5
Nay-0

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

Chairman Welch stated that a public hearing was scheduled to allow citizen comment on the proposed refinancing of the high school debt.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to call the public hearing to order at 8:37 A.M.

VOTE: Aye-5
Nay-0

There were no public comments.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to close the public hearing at 8:37 A.M.

VOTE: Aye-5
Nay-0

ENGAGEMENT LETTER TAXABLE LIMITED OBLIGATION REFUNDING BONDS, SERIES 2019

County Manager Geouque requested approval of the engagement letter with Parker Poe for services provided for the refinancing of the debt. Mr. Geouque stated that the County Attorney had reviewed the engagement letter. The County has utilized Parker Poe for previous financing projects and was satisfied with the services provided. All costs associated with the engagement letter are included in the refinancing expenses and will not be out-of-pocket.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the engagement letter with Parker Poe for services with the refinancing project.

VOTE: Aye-5
Nay-0

Upon Vice-Chairman Kennedy's request, County Attorney di Santi clarified that Robert Baird is the underwriter and there is no conflict of interest. Mr. di Santi stated that Mr. Baird was used when financing the Community Recreation Center as well.

S&P GLOBAL RATINGS ENGAGEMENT LETTER

County Manager Geouque requested approval of the engagement letter with S&P Global Ratings for services provided for the refinancing of the Watauga High School debt. Mr. Geouque stated that the County Attorney had reviewed the engagement letter. All costs associated with the engagement letter are included in the refinancing expenses and will not be out-of-pocket.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the engagement letter with S&P Global Ratings for services with the refinancing project.

VOTE: Aye-5
Nay-0

RESOLUTION APPROVING A CONTRACT AMENDMENT

County Manager Geouque presented the following proposed resolution which is part of the Watauga High School refinancing project. The adoption of the resolution will ratify all instruments, authorize the official statement, execute the contract, escrow, and bond purchase agreements.

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

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

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

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

WHEREAS, under an Indenture of Trust dated as of June 1, 2012 (the "*2012 Indenture*") between the Corporation and U.S. Bank National Association, as trustee (the "*Trustee*"), the Corporation executed and delivered \$45,045,000 Refunding Limited Obligation Bonds (County of Watauga, North

Carolina), Series 2012A (the “2012A Bonds”), evidencing proportionate undivided interests in rights to receive certain Revenues pursuant to the 2012 Contract, to assist the County in refinancing the Project;

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

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

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

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

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

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

- (1) the Contract Amendment;
- (2) the Escrow Agreement;
- (3) a Supplemental Indenture, Number 1 to be dated as of October 1, 2019

(the “Supplemental Indenture”) between the Corporation and U.S. Bank National Association, as trustee, including the form of the Bonds; and

- (4) the Bond Purchase Agreement;

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

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

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

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

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

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

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

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

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

content of the Escrow Agreement presented to the Board, and from and after the execution and delivery of the Escrow Agreement, the Chairman of the Board, the Clerk to the Board, the County Manager and the Finance Director of the County are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Escrow Agreement as executed.

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

County Representative. The Chairman of the Board, the County Manager and the Finance Director of the County, individually and collectively, are each hereby designated as the County's representative to act on behalf of the County in connection with the transactions contemplated by the Instruments and the Preliminary Official Statement, and the Chairman of the Board, the County Manager and the Finance Director, individually and collectively, are authorized to proceed with the financing in accordance with the Instruments and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The County's representative and/or designee or designees are in all respects authorized on behalf of the County to supply all information pertaining to the County for use in the Official Statement and the transactions contemplated by the Instruments or the Official Statement. The County's representatives or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or the Preliminary Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Instruments.

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

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

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

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

VOTE: Aye-5
Nay-0

Upon Commissioner Turnbow's request, Finance Director, Misty Watson, clarified that the payoff term would be nine years.

EMERGENCY SERVICES OUT-OF-STATE TRAVEL REQUEST

Mr. Will Holt, Emergency Services Director, requested out-of-state travel for Assistant Fire Marshal Jay Kerley. Mr. Kerley will travel to Myrtle Beach South Carolina for the joint North Carolina/South Carolina 23rd Annual Fire Investigative Approaches Training Seminar. Funds have been budgeted to cover the expense.

Commissioner Wallin, seconded by Commissioner Turnbow, moved to approve the out-of-state travel request as presented.

VOTE: Aye-5
Nay-0

PARKS AND RECREATION OUT-OF-STATE TRAVEL REQUEST

Mr. Stephen Poulos, Parks and Recreation Director, requested out-of-state travel for Ms. Keron Poteat for the following activities in 2019:

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

Mr. Poulos stated that funds have been budgeted for the expenses.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the out-of-state travel requests as presented.

VOTE: Aye-5
Nay-0

PROPOSED RESOLUTION FOR 2020 CENSUS PARTNERSHIP

Mr. Joe Furman, Planning and Inspections Director, presented a proposed resolution in support of an accurate 2020 census, as requested by the US Census Bureau. The resolution encouraged all to participate in the census to obtain accurate information.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

REQUEST FOR EXEMPTION FROM LOCAL POLICY

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

Discussion was held regarding the timing of the project and what would happen if the bids received were not in an acceptable range. County Manager Geouque stated that the bids could not be requested until the engineer drew the plans for the culvert. Mr. Geouque also stated that a contract would be presented at the September 17 meeting for consideration by the Board.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to waive the County policy requiring three (3) bids for informal projects, as long as at least two (2) bids are received, in order to allow for the project to be completed before the trout stream moratorium becomes effective October 15.

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

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

Vice-Chairman Kennedy shared that the State consistently continues to defund mental health including \$48 million recently in single stream cuts. Vice-Chairman Kennedy presented a proposed Resolution In Support of Funding to Meet the Mental Health, Intellectual/Developmental Disabilities, and Substance Use Disorder Service Needs of the Citizens of Watauga County and read a portion of the resolution.

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

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

Commissioner Wallin stated that the funding cuts directly affect Social Services as well. Commissioner Wallin stated that a meeting is being planned in Western North Carolina to further discuss the funding cuts with Departments of Social Services.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to adopt the resolution as presented.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

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

On behalf of Ms. Gail Hawkinson, County Manager Geouque presented the annual reports for the Watauga County Community Child Protection Team (CCPT) and the Watauga County Child Fatality Team (CFT). The Child Protection Team is tasked with reducing the acts of abuse and violence against children in the County. The following list of the team members for 2019/2020 was presented:

County Director of DSS	Tom Hughes
Member of the DSS Director's staff	Chad Slagle
Local Law Enforcement Officer	Carolynn Johnson
Attorney from Office of the District Attorney	Andrew Cochran
Community Action Agency Director	Robin Triplett (Children's Council)
Superintendent (Designee) of School Admin	Dr. Paul Holden
Mental Health (LME)	Greta Mikus
Member of Board of DSS (Commissioner)	Billy Kennedy
Guardian Ad Litem Coordinator	McKenzie Kilpatrick
Local Health Care Provider	Dr. Robert Lonas
Director of Public Health (Designee)	LeAnn Martin, Chair, Child Facility Team

Members at large

Children's Advocacy Center	Selena Moretz, Chair, Child Protection Team
OASIS (Community Action Agency)	Michelle Grit
Appalachian HealthCare (AARHC)	Kim Greene
Mental Health Provider (Daymark)	Dr. Murray Hawkinson
Watauga County Schools	Megan Langdon

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the Community Child Protection Team and Child Fatality Team Annual Reports and to approve the 2019/2020 membership list as presented.

VOTE: Aye-5
Nay-0

B. Boards and Commissions

County Manager Geouque shared the following for consideration:

Adult Care Home Community Advisory Committee

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

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to waive the second readings and reappoint Ms. Evelina Idol and Ms. Janet Specht to one-year terms on the Watauga County Adult Care Home Community Advisory Committee.

VOTE: Aye-5
Nay-0

Personnel Advisory Committee

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

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

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

<u>Employee</u>	<u>Position</u>
Mr. Billy Kennedy	County Commissioner Alternate Member
Ms. Misty Watson	Department Head Alternate Member

Ms. Lynne Austin
Ms. Amy Snider

Regular Employee Alternate Member
Regular Employee Alternate Member

These are first readings.

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second readings and appoint Mr. Billy Kennedy as the County Commissioner Alternate Member, Ms. Misty Watson as the Department Head Alternate Member, and Ms. Lynne Austin and Ms. Amy Snider as Regular Employee Alternate Members to the Personnel Advisory Committee.

VOTE: Aye-5
Nay-0

C. Announcements

County Manager Geouque announced the following:

- The High Country Council of Governments' Annual Banquet is scheduled for Friday, September 6, 2019, at Linville Ridge.
- A joint meeting with the Watauga County Board of Education will be held at the Valle Crucis School Gymnasium on Tuesday, September 3, 2019, at 6:00 P.M. to provide information on the proposed construction of a new Valle Crucis School and to hear public comments related to the project.
- The Trustees of Caldwell Community College & Technical Institute invites the Board of Commissioners to a meeting on Wednesday, September 18, 2018, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Boone NC, in Room 112.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 9:00 A.M., Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i), and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Wallin, moved to resume the open meeting at 9:55 A.M.

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Commissioner Yates, moved to amend the agenda to include “Action After Closed Session” for consideration of an application to the Planning and Inspections Office for proposed amendments to the Valle Crucis Historic District Ordinance.

VOTE: Aye-5
Nay-0

ACTION AFTER CLOSED SESSION

Commissioner Turnbow, seconded by Commissioner Yates, moved to direct staff to submit proposed changes to the Valle Crucis Historic District Ordinance to the Planning and Inspections Office.

VOTE: Aye-5
Nay-0

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to adjourn the meeting at 9:57 A.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
JOINT MEETING WITH THE
WATAUGA COUNTY BOARD OF EDUCATION
TUESDAY, SEPTEMBER 3, 2019**

The Watauga County Board of Commissioners held a joint meeting with the Watauga County Board of Education at 6:00 P.M. on Tuesday, September 3, 2019, in the Gymnasium of Valle Crucis School, Sugar Grove, North Carolina.

Those present were: Chairman Welch, Vice-Chairman Kennedy, Commissioner Turnbow, Commissioner Wallin, Commissioner Yates, County Manager Geouque, and Clerk to the Board Fogle. Others present were as follows: Board of Education Members: Ms. Brenda Reese, Mr. Jay Fenwick, Dr. Gary Childers, and Mr. Steve Combs; School System Staff: Dr. Scott Elliott, Superintendent, and Ms. Debora Smith, Administrative Assistant.

Chairman Reese, followed by Chairman Welch, called the joint meeting to order at 6:05 P.M. Ms. Reese welcomed everyone and stated that School Board Chairman, Mr. Ron Henries, was not in attendance due to a death in his family. Ms. Reese welcomed the new Valle Crucis Principal, Ms. Bonnie Smith, and introduced the School Board members.

Chairman Welch welcomed everyone and thanked the School Board for hosting the meeting. Mr. Welch stated that this was an exciting time and the construction of the proposed school would be an all-inclusive process. After each Board member introduced themselves, Mr. Welch turned the meeting over to School Superintendent, Dr. Elliott.

Dr. Elliott shared a presentation showing that the current school is an aging facility with growth, traffic, and flooding issues. Dr. Elliott shared the following options for location of a new school: build on site, at another location in Valle Crucis, or at a location outside of Valle Crucis. Dr. Elliott stated that the Board of Education had pledged money from their undesignated fund balance for the purchase of land for the school. Dr. Elliott stated that the Board of Commissioners had recently raised property taxes for the cost of construction of the facility. Dr. Elliott stated that the project cost was estimated at approximately \$35 million. Dr. Elliott stated that the School Board currently had a property (known as the Hodges property) located in Valle Crucis under contract at a cost of \$1,105,000 with due diligence underway. The due diligence period has been expanded to November 15, 2019.

Mr. Chad Roberson, an Architect with Clark Nexsen, stated that the School Board had enlisted his services to go through the County's schools and provide a study of each school's needs. Mr. Roberson stated that Valle Crucis School was within the parameters of needing to be replaced. He shared the architectural and engineering considerations for the new school and shared plans showing the different layouts for the school at both the Hodges property and the current school location including the adjacent Valle Landing property. Mr. Roberson addressed how the flooding and traffic issues would be addressed at each location.

Chairman Welch welcomed those signed up to speak to share their comments regarding the new school project. The following shared comments regarding the proposed construction of a new Valle Crucis School:

Mary Mast
Debbie Glover
Lyle Schoenfeldt
Ron Goodrich
Bernard Tessa Russo
Eddy Maillot
Beruta Claunch

Bill Pressly
Frank Barry
Chase Ambler
Sarah Donovan
Gannon Tipton
Scott St. Clair
Kelli Mayhew

Ben Jones
Gina Holste
Jimmy Hodges
Ramses Masis
Mary Mast (spoke twice)

All commenters seemed to agree that a new school was necessary; however, some disagreed with the location as proposed at the Hodges property site.

Following the public comments, each School Board member followed by each Commissioner made comments regarding the project.

Chairman Welch thanked everyone for attending and stated that this project would be an open fact-based process. Mr. Welch also directed the public to email Dr. Elliott with comments and stated that Dr. Elliott would share the emails with both Boards.

Commissioner Yates, seconded by Commissioner Turnbow, moved to adjourn the meeting at 8:02 P.M.

VOTE: Aye-5
Nay-0

School Board Member, Mr. Steve Combs, seconded by School Board Member, Dr. Gary Childers, moved to adjourn the meeting at 8:02 P.M.

VOTE: Aye-4(Reese, Childers, Combs, Fenwick)
Nay-0
Absent-1(Henries)

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE SEPTEMBER 17, 2019, AGENDA

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AGENDA ITEM 4:

UPDATE ON THE PRITZKER CHILDREN'S INITIATIVE (PCI)

MANAGER'S COMMENTS:

Ms. Crystal Kelly will give a brief overview of the work to date and priorities for this next year, including discussion about the establishment of an Early Childhood Education and Development Fund. The attached resolution is for example purposes only.

The presentation is for information only: therefore no action is required at this time.



BTC Report

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A Two Generation Approach to Early Childhood:

The Role of Wages and Compensation in Achieving Quality & Access Goals.

By **MARTINE AURELIEN**, BTC Public Policy Fellow,
and **ALEXANDRA FORTER SIROTA**, BTC Director

Making certain that every infant is safe and developing, every toddler is thriving, and every preschooler is prepared for kindergarten smooths the pathway to lifetime success and happiness for all North Carolinians. Recent data collected by the North Carolina Early Childhood Foundation finds that North Carolinians recognize the importance of the early years and want to see policymakers make a significant investment to ensure more children can access quality early childhood education.¹

Yet the ability to both serve more children and ensure the quality of learning environments is currently constrained by the lack of public funding. Absent that public investment, the growing cost of child care for many families threatens to overtake housing as the major household expenditure. It can also force families to make difficult choices about remaining in the labor force and meeting all of the needs of their growing children.²

North Carolina's early childhood system is confronting the reality that the growth of low-wage work presents two major barriers to the ability to achieve higher quality and serve more children: (1) Parents simply cannot afford to pay rising child care costs with stagnate and low wages, and (2) Early childhood educators can't make ends meet on their low wages and deliver a quality learning environment for each child.

North Carolina ranks 42nd for its high share of working people with children who earn poverty wages (12.1 percent).³ The rising cost of high-quality child care makes it difficult for many North Carolinians — from those earning poverty wages to those earning median wages in the state — to afford a quality early learning experience for their children, which is critical to those children's lifetime earnings. At the same time, the emerging research is clear that the quality of pay and work environments has a significant relationship to the delivery of professional and quality services.⁴ For many early childhood educators, their pay is simply too low to make ends meet and provide quality child care for their own children, and this holds back the ability of the state to

¹ NC Early Childhood Foundation, October 2018.

² Economic Policy Institute, NC Budget & Tax Center, Living Income Standard

³ Working Poor Families Project, Conditions of Low Income Working Families - http://www.workingpoorfamilies.org/states/popups/north_carolina.html

⁴ Economic Policy Institute, CLASP

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deliver a high-quality learning environment to every child.

This BTC Report provides an overview of the compensation received by early childhood educators, provides evidence for the positive contribution higher wage rates could make to the state’s goal of quality early childhood experiences for each child, outlines potential sources of funding to support the goal of taking a two-generation approach to our state’s early childhood system, and shares policies that have proven effective within the early childhood system to support early childhood educators.

Early childhood workers can’t afford quality care for their children

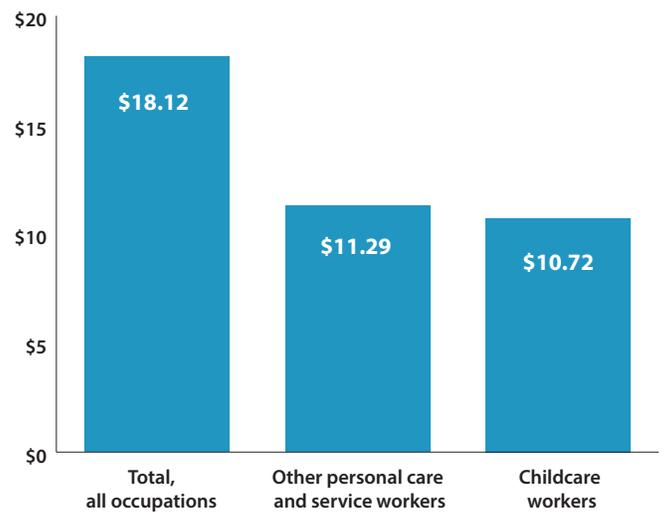
While North Carolina has led the nation in high-quality early childhood programs, it has fallen short in ensuring that early childhood educators can meet the needs of their own families, which leads to challenges in recruiting and retaining people in the profession. In North Carolina, as well as in many other states, early childhood educators are in economic distress because their salaries remain low, while their work is highly skilled. National research finds that this reality falls disproportionately on early childhood educators who are women⁵ — who comprise the vast majority of the early childhood workforce (95.6 percent)⁶ — educators of color⁷, and those working with the youngest children.⁸ In North Carolina, a 2015 workforce study by the Child Care Services Association found that infant and toddler teachers had a median wage of \$10 per hour, compared to a median wage for pre-school teachers of \$11.39 per hour.⁹

Early childhood educators are responsible for safeguarding and facilitating the development and learning of our nation’s youngest children; they make it possible for parents to pursue employment outside of the home and spend more time at work, which has increasingly become an economic necessity.¹⁰ However, their wages do not match the importance and long-term impacts of their work.

In 2017, analysis of state level data from the Bureau of Labor Statistics (BLS) finds that in North Carolina, the median wage for educators that BLS classifies as “child care workers”— those teaching children younger than 4 years old—was \$9.86¹¹; this was a 1 percent increase since 2015, but falls behind the 2017 national median hourly wage for child care workers (\$10.72).¹²

Figure 1: Median hourly wages for childcare workers

May 2017



Note: "All Occupations" includes all occupations in the U.S. Economy
Source: U.S. Bureau of Labor Statistics, Occupational Employment Statistics

5 The Working Poor Families Project, “Improving Job Quality for the Early Childhood Workforce,” Fall 2017 - http://www.workingpoorfamilies.org/wp-content/uploads/2017/10/Fall-2017-WPFP-Policy-Brief_102317-.pdf

6 Economic Policy Institute, “Child Care Workers Are Not Paid Enough,” November 2015 - <https://www.epi.org/files/2015/child-care-workers-final.pdf>

7 The Working Poor Families Project, “Improving Job Quality for the Early Childhood Workforce,” Fall 2017 - http://www.workingpoorfamilies.org/wp-content/uploads/2017/10/Fall-2017-WPFP-Policy-Brief_102317-.pdf

8 Center for the Study of Child Care Employment, Institute for Research on Labor and Employment, June 2018 - <https://www.packard.org/wp-content/uploads/2018/07/Early-Childhood-Workforce-Index-2018.pdf>

9 Child Care Services Association, Inc., “Who’s Caring for Our Babies?”, 2017 - <https://www.childcareservices.org/wp-content/uploads/2017/11/IT-State-Report-final-7-27-2017.pdf>

10 Economic Policy Institute, “Child Care Workers Are Not Paid Enough,” November 2015 - <https://www.epi.org/files/2015/child-care-workers-final.pdf>

11 Center for the Study of Child Care Employment, University of California, Berkeley, Early Childhood Workforce Index 2018 - <http://csce.berkeley.edu/files/2018/06/2018-Index-North-Carolina.pdf>

12 Bureau of Labor Statistics, Occupational Employment Statistics, 2017 - <https://www.bls.gov/ooh/personal-care-and-service/childcare-workers.htm#tab-5>

Further, according to a recent report from the Working Poor Families Project, on average, “early childhood educators are paid only slightly more than cashiers and dishwashers, and slightly less than coat and locker room attendants, and less than half of what kindergarten teachers earn despite working full-time year-round.”¹³ Additionally, almost half of the workers that the Bureau of Labor Statistics classifies as “child care workers” enroll in some form of public assistance for themselves or their families, such as Medicaid and the Supplemental Nutrition Assistance Program (SNAP), and many are eligible for child care subsidies themselves.¹⁴

In addition to salaries that fall short of national wages, North Carolina early childhood educators face important wage scale and wage progression differences based on their ability to gain employment at a high quality program. A 2015 report from the Child Care Services Association identifies compensation differences for teaching staff that depend on whether or not they work in a program that has an NC Pre-K classroom on site. The report notes that licensed early care and education programs with NC pre-K classrooms have substantially better compensation at all levels than those without such classrooms.¹⁵

Child care costs are especially heavy for early childhood educators who earn considerably less than workers in other occupations.¹⁶ In 32 states and D.C., the cost of center-based infant care is greater than one-third of the income of a typical pre-school teacher;¹⁷ in 21 states and D.C., infant and toddler educators would have to dedicate more than half of their annual income to pay for center-based infant care.¹⁸ The result of high child care costs is that many early childhood educators must receive a subsidy to ensure their own child’s early education. Publicly available child care subsidies are limited; however, if their employers offer reduced admission for their children, this affects the overall availability of resources for the child care center.¹⁹

Many early childhood educators are forced to forego high quality child care for their own children, and must rely on informal child care or family care to meet their child care needs.²⁰ Others may move to other professions in order to earn wages that allow them to meet their families’ needs. In North Carolina, 1 out of 5 teachers leave their workplaces in a year — which survey data shows is directly tied to wages — creating disruptions to the learning environment for children at a critical time in their development.²¹

Problems of low-wage work for early childhood educators

Poor compensation comes at a price for early childhood educators’ well-being and, in turn, for their families and the children entrusted to their care. High levels of economic insecurity for early childhood educators and the stress it fuels can undermine their capacity to remain focused, to be present, and to engage in the intentional interactions that facilitate young children’s learning and development.

A recent national study examined the relationship between economic worry and program quality through a survey of 338 center-based teaching staff employed in predominantly publicly funded

13 The Working Poor Families Project, “Improving Job Quality for the Early Childhood Workforce,” Fall 2017 - http://www.workingpoorfamilies.org/wp-content/uploads/2017/10/Fall-2017-WPFP-Policy-Brief_102317-.pdf

14 Ibid

15 Child Care Services Association, Inc., “Working in Early Care and Education in North Carolina, 2015 Workforce Study,” December 2015 - <https://www.childcareservices.org/wp-content/uploads/2017/11/2015-Workforce-Report-FNL.pdf>

16 Economic Policy Institute, “Child Care Workers Are Not Paid Enough,” November 2015 - <https://www.epi.org/files/2015/child-care-workers-final.pdf>

17 Ibid

18 Ibid

19 Child Care Services Association, Inc., “Working in Early Care and Education in North Carolina, 2015 Workforce Study,” December 2015 - <https://www.childcareservices.org/wp-content/uploads/2017/11/2015-Workforce-Report-FNL.pdf>

20 Institute for Research on Labor and Employment, Center for the Study of Child Care Employment, “Early Childhood Workforce Index,” June 2018 - <http://cscce.berkeley.edu/files/2018/06/2018-Index-Executive-Summary.pdf>

21 Child Care Services Association, Inc., “Who’s Caring for Our Babies?”, 2017 - <https://www.childcareservices.org/wp-content/uploads/2017/11/IT-State-Report-final-7-27-2017.pdf>

Investing in infant & toddler educators with lowest wages

National research shows that on average, 25 percent¹ of center-based teachers and caregivers² serving infants and toddlers earn only slightly more per hour than the current federal minimum wage of \$7.25, which is considered to be inadequate to support a single adult without children.³

The impact of low compensation for early childhood educators is especially pronounced for infant and toddler educators who make less than their pre-school counterparts — NC infant/toddler staff receive \$10 per hour and NC pre-school teaching staff receive \$11.39 per hour.⁴ As shown in Table 1, at the national level, center-based infant and toddler educators — those who work with children 3 years old or younger — earn about 70 percent of what those working with children 3 to 5 years old earn.⁵

In recognition that infant and toddler educators in North Carolina experience the lowest wages in early education, the state has taken some important steps toward investing in its youngest children by also investing in the adults who care for them. The Infant Toddler Educator AWARD\$ program, which is made possible through the partnership between the Child Care Services Association and the NC Division of Child Development and Early Education, is designed to better compensate and retain well-educated teachers working with North Carolina’s youngest children.⁶

Through this program, infant and toddler teachers are given incentives to stay in the field and grow their own skills and knowledge. Across the state, salary supplements are awarded to over 900 eligible full-time infant and toddler educators with at least an associate’s degree in Early Childhood Education or its equivalent. This represents an estimated 34 percent of eligible infant and toddler educators in the state.⁷ While the Infant Toddler Educator AWARD\$ program is funded by the Division of Child Development and Early Education, the Child Care Services Association administers the education-based salary supplements based on the Child Care WAGE\$ program to help address the compensation gap between infant-toddler teachers and pre-school teachers.⁸ Although the Infant Toddler Educator AWARD\$ program is in its early stages, it will serve as an important mechanism for delivering much needed boosts to the quality of care for the state’s youngest children through its increased wages for early childhood educators (see Table 2).

Table 1 : Distribution of hourly wages of centered-based teachers & caregivers

Age Group	Weighted frequency	25th %ile	50th %ile	75th %ile	Mean
Birth – 3-years-old	318,000	\$8.00	\$9.20	\$11.50	\$10.40
3 to 5-years-old*	515,000	\$9.20	\$11.90	\$16.90	\$14.70

*Children age Birth through 3 years and 3-5 years, not yet in kindergarten in U.S.
Source: National Survey of Early Care and Education Project Team (2013)

Table 2 : Median hourly wage of AWARD\$ teachers & assistants

25th %ile	50th %ile	75th %ile
\$8.00	\$10.00	\$11.75

Source: Special Data Request from the Child Care Services Association Inc., 2018

- 1 Early Educator Central, “Addressing Infant-Toddler Teacher Compensation,” 2015 - https://earlyeducatorcentral.acf.hhs.gov/sites/default/files/public/resources/Addressing%20Infant_Toddler%20Teacher%20Compensation.pdf
- 2 Center-based programs include schools
- 3 Early Educator Central, “Addressing Infant-Toddler Teacher Compensation,” 2015 - https://earlyeducatorcentral.acf.hhs.gov/sites/default/files/public/resources/Addressing%20Infant_Toddler%20Teacher%20Compensation.pdf
- 4 Child Care Services Association, Inc., “Who’s Caring for Our Babies?,” 2017 - <https://www.childcareservices.org/wp-content/uploads/2017/11/IT-State-Report-final-7-27-2017.pdf>
- 5 Early Educator Central, “Addressing Infant-Toddler Teacher Compensation,” 2015 - https://earlyeducatorcentral.acf.hhs.gov/sites/default/files/public/resources/Addressing%20Infant_Toddler%20Teacher%20Compensation.pdf
- 6 NC Early Childhood Foundation - <https://buildthefoundation.org/2018/08/infants-and-toddlers-in-nc-to-benefit-from-new-projects/>
- 7 Special data request from the Child Care Services Association (CCSA) Inc.; according to CCSA there are 2,673 NC infant and toddler educators who are eligible for the AWARD\$ program. Therefore when we take the estimated 900 infant and toddler educators who are part of the AWARD\$ program and divide that by those who are eligible (2,673), we estimate a participation rate of ~ 34 percent.
- 8 Child Care Services Association, Inc. - <https://www.childcareservices.org/awards/>

programs.²² Three-quarters of teaching staff expressed worry about having enough money to pay monthly bills, and 70 percent worried about paying their housing costs or routine health care costs for themselves or their families.²³

Staff who expressed significantly less economic worry and overall higher levels of adult well-

being worked in programs rated higher on the Classroom Assessment Scoring System (CLASS) Instructional Support domain. When CLASS Instructional Support ratings are higher, teaching staff were more likely to promote children’s higher-order thinking skills, provide feedback, and use advanced language, which stimulates conversation and expands understanding and learning.²⁴

Additionally, early childhood educators have a harder time making ends meet with their salaries compared to workers in other occupations. As such, a substantial amount of early childhood educators and teaching staff live in poverty and must rely on resources other than wages. In 2014, almost half (46 percent) of early childhood educators and their families relied on one or more public support programs each year, in contrast to 25 percent of the overall workforce.²⁵ In 2015, 56 percent of North Carolina early childhood teaching staff’s total household income was below \$30,000.²⁶ In the previous year, over one-third (36.7 percent) of early childhood educators lived in families with income that fell below two times the poverty line,²⁷ compared with 21.1 percent of workers in other occupations.²⁸

Table 3: Poverty rates, child care workers vs. other workers, 2014

	All child care	All others	Difference	Child care poverty penalty*
Poverty rate	14.7%	6.7%	7.9 ppt.	5.9 ppt.
200% poverty rate	36.7%	21.1%	15.6 ppt.	10.8 ppt.

* Percentage-point difference between poverty/"twice poverty" rates of child care workers and those of demographically similar workers in other occupations.

Note: Poverty rates refer to the share of workers whose family income places them below the indicated poverty line.

Source: Economic Policy Institute analysis of Current Population Survey Annual Social and Economic Supplement data

How other states invest in the early childhood workforce

Investments in the early childhood workforce help to ensure a high-quality and comprehensive working and learning environment for teachers and children. While there is no one-size-fits-all solution, a variety of promising early childhood workforce investment strategies have been used across the United States.

Several states are investing in the early childhood workforce by increasing the wages of early childhood educators. Between 2015 and 2017, early childhood educators experienced nearly a 7 percent increase in wages after being adjusted for inflation, and 33 states saw increases in early childhood educator wages after adjusting for inflation.²⁹ While these wage increases translated to approximately \$0.67 per hour due to the low wage nature of the early childhood workforce, in some cases, the increase was substantial: the District of Columbia and Rhode Island had increases of more than 20 percent, and a further four states had increases between 10 and 15 percent (Arizona, Hawaii, North Dakota, and Vermont).³⁰

22 Center for the Study of Child Care Employment, Institute for Research on Labor and Employment, “Teachers’ Voices: Work Environment Conditions That Impact Teacher Practice and Program Quality,” 2016 - <http://csce.berkeley.edu/files/2016/2016-Alameda-SEQUAL-Report-FINAL-for-Dissemination-v2.pdf>

23 Ibid

24 Ibid

25 Economic Policy Institute, “Child Care Workers Are Not Paid Enough,” November 2015 - <https://www.epi.org/files/2015/child-care-workers-final.pdf>

26 Child Care Services Association, “Working in Early Care and Education in North Carolina, 2015 Workforce Study,” December 2015 - <https://www.childcareservices.org/wp-content/uploads/2017/11/2015-Workforce-Report-FNL.pdf>

27 2014 Federal Poverty Level Calculations

28 Economic Policy Institute, “Child Care Workers Are Not Paid Enough,” November 2015 - <https://www.epi.org/files/2015/child-care-workers-final.pdf>

29 Center for the Study of Child Care Employment, University of California, Berkeley, Early Childhood Workforce Index 2018 - <http://csce.berkeley.edu/files/2018/06/3-Earnings-Economic-Security.pdf>

30 Ibid

Other states have attempted to simultaneously increase teacher qualifications and teacher salaries. High-quality public preschool programs in Boston, Michigan, New Jersey, and Tulsa have made significant strides toward increasing teacher compensation in concert with qualifications as they require lead teachers to have a bachelor's degree with a specialization in early childhood.³¹

A number of states have leveraged federal legislation, using funds from the Every Student Succeeds Act (ESSA), to invest in the early childhood workforce.³² In October of 2017, Louisiana's Board of Elementary and Secondary Education incorporated ESSA plans that include but are not limited to: a five-year plan for transitioning to a teacher preparation accountability system, developing resources that support early learning environments and aid in transitions throughout the pre-K-college continuum, and adopting early childhood education competencies.³³

... support policies play a key role in shaping job quality and working conditions in the United States.

Oregon aligned its ESSA plan with the 2016 Educator Advancement Report, which promotes a system across the pre-K and early elementary grades. Oregon seeks to link early learning providers with the K-3 public school systems, and it wants to invest in developmentally appropriate, culturally responsive, and aligned professional learning across pre-K-12. The state will invest in induction and mentoring programs, and it will increase scholarships to recruit linguistically and culturally diverse educators. Oregon also will offer in-service training to strengthen early childhood standards alignment and early literacy.³⁴

Some states have adopted or expanded programs such as tax credits, minimum wage legislation, and paid leave programs, in order to alleviate the effects of low earnings and poor job quality. Designed to benefit workers and their families across occupations, rather than the members of one field in particular, these support policies play a key role in shaping job quality and working conditions in the United States.

N.C. early childhood workforce programs need funding to fully realize their benefits

North Carolina has not only led the nation in designing an early childhood system, it has consistently built the economic well-being of its workforce into considerations of quality and effectiveness. North Carolina set up model programs to help educators receive scholarships for higher education with the hope that the wages of early childhood educators would be in line with the overall teaching profession and what it takes to make ends meet, as well as support the goal of creating quality learning environments for each young child in our state.

These programs provide a structure to recognize credentials and what early childhood educators need while acknowledging that private providers may not be able to fully compensate workers for the value of their services to society. The commitment to boost wages and compensation tied to credential and educational attainment is a critical component to these programs and one that should be expanded to reap greater benefits for the state and early childhood program quality.

Many early childhood programs in the state report that it is difficult to attract people to the career of early childhood educators, noting that enrollment in programs at the state's community college are low. One tool that has effectively been used to engage people in specific industries are clearly articulated career pathways. Career pathways

*offer career advancement through a progression of educational qualifications, training, and credentials that build on each other and are aligned with the needs of the industry. Additionally, the career pathways approach includes multiple entry and exit points to allow workforce members greater flexibility in acquiring skills and knowledge.*³⁵

31 Learning Policy Institute, September 2017 - <https://learningpolicyinstitute.org/blog/high-quality-early-childhood-education-invest-skilled-and-supported-workforce>

32 National Institute for Early Education Research, June 2017 - <http://nieer.org/2017/06/20/states-detail-strategies-invest-early-childhood-workforce-essa-plans>

33 Ibid

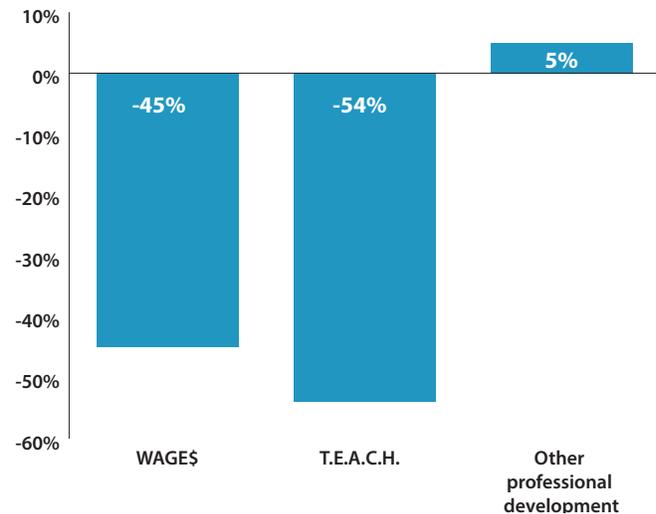
34 Ibid

35 Child Care and Early Education Research Connections - <https://www.researchconnections.org/childcare/resources/33005/pdf>

Recent reports from the National Institute of Medicine³⁶ and guidance issued by the U.S. Department of Health and Human Services³⁷ have noted the importance of a career pathways approach for early childhood educators. Specifically, by articulating and recognizing the progression of workers through advanced skills levels and valuing that progression through increased compensation, early childhood educators are more likely to remain in the field and continue the process of skill acquisition. There are currently no certified career pathways by the NC Department of Commerce in early childhood in North Carolina, although the Teacher Education and Compensation Helps (T.E.A.C.H.) Early Childhood® Scholarship Program is nationally recognized as an effective career pathway approach that recognizes the pathways to higher skills and supplements wages

Figure 2: Public investments from state and federal sources matter but are declining.

Percent change in funding levels, adjusted for inflation, 2008-18

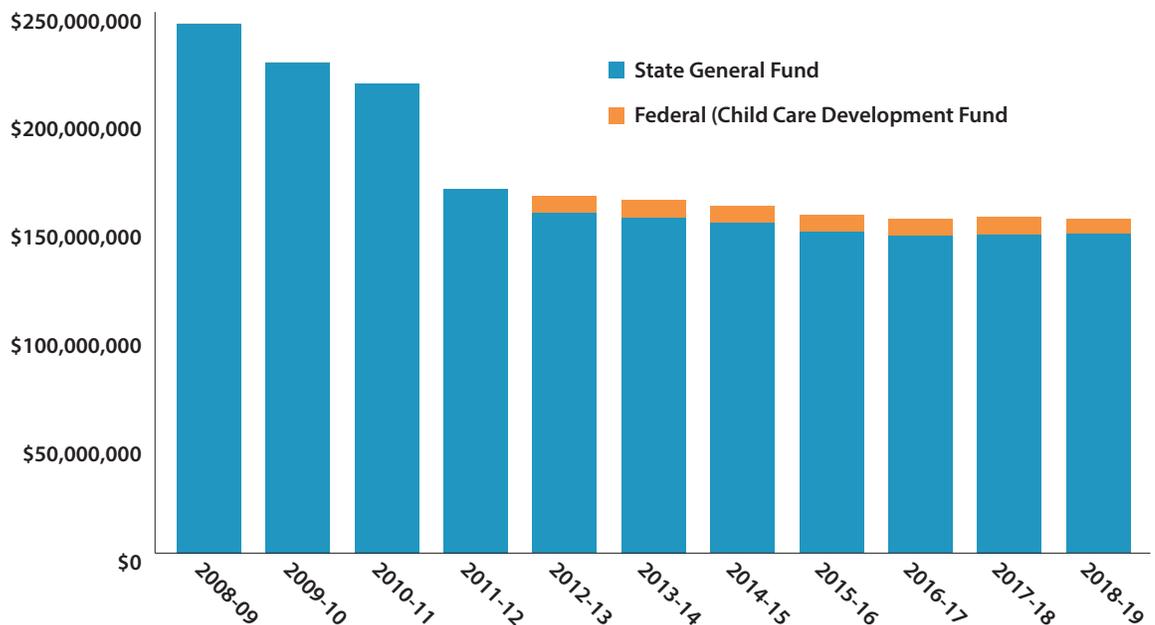


Source: Special Data Request to Child Care Services Association, Inc. November 2018

36 Child Care and Early Education Research Connections - <https://www.researchconnections.org/childcare/resources/29458>

37 Child Care and Early Education Research Connections - <https://www.researchconnections.org/childcare/resources/32187?q=Policy+statement+on+early+childhood+career+pathways>

Figure 3: A decline in Smart Start appropriations has affected programs that support higher compensation for early childhood educators. *Funding to Smart Start in North Carolina, inflation adjusted*



Source: BD 307 Fiscal Years 2012-16 DHHS - Child Development and Early Education Code: 14420, Fund 1330

for attainment of credentials.³⁸

Currently in North Carolina, the state invests just \$10.7 million on boosting the compensation of early childhood educators through a combination of state appropriations and federal dollars. North Carolina's investment in these programs has declined since 2008 by more than half, while general professional development supports have increased by a mere 5 percent (see Figure 2).

Funding for many of the programs that support higher compensation for early childhood educators is directly tied to the overall state funding delivered to the state's Smart Start agencies, the network of county level anchors to the early childhood education system in the state.³⁹ These institutions and the coordination role that they play with early childhood educators and service providers in their counties or regions provide support to the professional development and quality of programming. Funds for Smart Start were reduced by 37 percent⁴⁰ since 2008 when adjusted for inflation, leading to disruptions in the delivery of a number of important quality programs for early childhood education, including wage and professional development. Along with the decline in Smart Start funding, many Smart Start agencies declined to continue participation in the WAGE\$ program, which has yet to reach scale statewide due to both direct and indirect funding constraints.

Investments in professional development for the early childhood workforce

Professional development opportunities funded through the Child Care Services Resource and Referral (CCR&R) network are important in keeping educators up-to-date on the latest practice and keeping workers engaged in continuous learning that could help lead to increased wages. The types of professional development opportunities most often supported through CCR&R include a variety of opportunities that support high-quality services, including workshops and certifications as well as enrollment in early childhood courses at local community colleges or universities. Such professional development opportunities are part of a comprehensive career pathway but must be combined with public commitments to wage increases since these opportunities are not guaranteed to result in a certification or credential. Further, there is as yet not a certified career pathway in North Carolina for early education that would allow for the transferability of skills training and certificates to ensure industry recognition across the state and employers.

38 Department of Labor - <https://www.dol.gov/asp/evaluation/completed-studies/Career-Pathways-Design-Study/4-Career-Pathways-in-Early-Care-and-Education-Report.pdf>

39 Smart Start, "Annual Report to the North Carolina General Assembly," FY'17-18 - <https://indd.adobe.com/view/f6af7017-da52-490c-a834-a1d73d0efd31>

40 Department of Human Health Services, Child Development and Early Education – Code 14420, fund 1330

N.C.'s programs to address compensation issues in early childhood workforce

Since 2008, federal funds have not grown with demand and, combined with the shifts in allocations across various early childhood priorities, funding specific to wages and professional development of the workforce has fallen behind in the past decade. That said, in the past year, an increase in the amount of Child Care and Development Funds has meant the decline on the federal side is less pronounced than the state level decline. Indeed, if the state decline in funding matched the federal decline, North Carolina's early education workforce would have an additional \$8 million in funding for compensation.

The overall result of these shifts in levels and allocation of funding streams is that the state now relies more on federal dollars to support this state priority (See Figure 4).

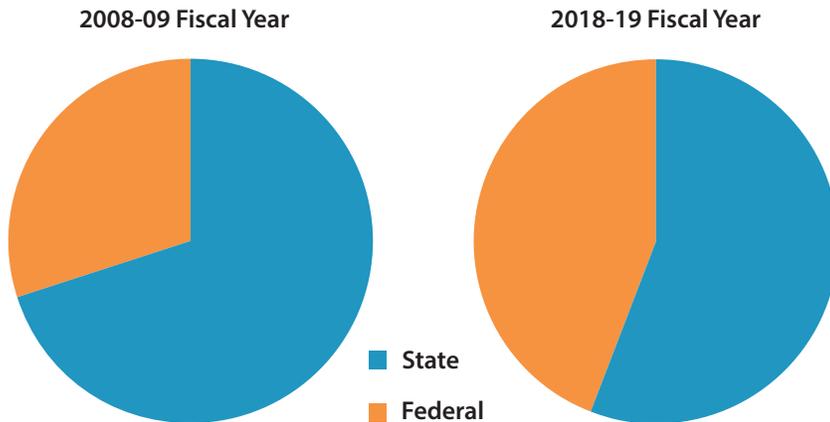
Public investments can help compensate early childhood educators in a manner that

Continued on page 9

Continued from page 8

approaches parity with salaries in public schools. Such investments will then help ensure that children benefit from more consistent, qualified educators during the early years when brain development, the establishment of trust, and the promotion of learning are most critical.

Figure 4: Federal funding critical to quality in early education as state funding declines.



Source: Special Data Request from Child Care Services Association, Inc. November 2018.

The Child Care WAGE\$® Program

The Child Care WAGE\$® Program is a statewide education-based salary supplement initiative that seeks to improve the quality of early care and education for young children by addressing the three primary factors associated with teacher quality according to research: education, stability, and compensation. The Child Care WAGE\$® Program provides education-based salary supplements to low paid teachers, directors and family child care providers working with children from birth to age 5. Through these supplements and incentives, WAGE\$ seeks to reduce staff turnover and make the early

childhood profession more affordable and attractive to providers.¹

The Child Care WAGE\$® Program is a funding collaboration between a county's local Smart Start partnership and the Division of Child Development and Early Education (DCDEE). The full amount a partnership provides goes toward the wage supplements. To participate, local partnerships must fund the supplements with Smart Start dollars; Child Care Services Association (CCSA) administers the project in these counties with funds provided by DCDEE.²

Teacher Education and Compensation Helps Scholarship Program (T.E.A.C.H.)

Created in 1990 by the Child Care Services Association, the Teacher Education and Compensation Helps (T.E.A.C.H.) Early Childhood® Scholarship program aims to address the issues of under-education, poor compensation and high turnover within the early childhood workforce. The T.E.A.C.H. Early Childhood® Scholarship program is aimed at supporting teachers in getting a higher education through scholarship opportunities for early educators, including NC pre-K and infant toddler educators working in licensed facilities.³

Additionally, unique scholarship programs are available for specialists within the early care and education system. The T.E.A.C.H. Early Childhood® Scholarship program offers a variety of scholarship options to study Early Childhood Education at all 58 community colleges and 16 bachelor degree granting colleges and universities across North Carolina. Typically, comprehensive core scholarships provide partial support for the following: in-state tuition, books, travel, and, if applicable, release time.⁴

- 1 Child Care Services Association, Inc., "WAGE\$ Fact Sheet" - https://files.nc.gov/ncelc/documents/files/child_care_wages_fact_sheet.pdf
- 2 Child Care Services Association, Inc. - https://www.childcareservices.org/downloads/WAGES_FactSheet8_11_11.pdf
- 3 Child Care Services Association, Inc., "TEACH Fact Sheet" - https://www.childcareservices.org/wpcontent/uploads/2018/11/CCSA_TEACH_Scholarship_Nov2018_Final.pdf
- 4 Child Care Services Association, Inc. "TEACH Fact Sheet" - https://www.childcareservices.org/downloads/TEACH_EEC_FactSht_App.pdf

North Carolina has the potential to increase its effort when it comes to delivering a high-quality early learning environment for each young child in our state by including efforts to improve the compensation of the early childhood workforce in its work to build an early childhood system that generates results. Given the evidence of what works in other states and what is needed particularly in North Carolina, there are systemic changes that can be made within the early childhood system itself as well as in the broader policies that address fiscal and economic conditions in the state.

Workforce compensation is key in building a quality early childhood system

First, despite the leadership of North Carolina in recognizing the importance of the compensation of early childhood workforce for program quality through establishment early on of T.E.A.C.H. and WAGE\$, it is critical that the state take the additional step of building workforce compensation into the Quality Rating and Improvement System (QRIS). Eighteen states have standards for workforce compensation built into their QRIS, and eight extend those standards to home-based centers as well as community-based centers.⁴¹

Second, the state should pursue the use of cost-based studies rather than market-rate studies to set reimbursement rates and fully fund the cost of delivering high quality early childhood programming in communities. While this would only impact programs participating in the child care subsidy program, it would set an important standard for all early childhood programs in the state. This is newly allowed under the recent reauthorization of Child Care and Development Block Grant (CCDBG) federal funds and presents a critical opportunity for the state to address the compensation and reimbursement issues across the state.⁴²

Third, state funding to create a state-level salary supplement program for all early childhood educators with degrees is needed to align compensation of early childhood educators with the K-12 pay structure. Such a program could build upon the lessons of WAGE\$ and T.E.A.C.H., along with connecting with the Smart Start infrastructure to engage local providers and educators in implementation of such a program at scale.

Finally, the federal government has provided additional funding each year through the expansion of the Child Care and Development Block Grant.⁴³ In North Carolina, these dollars were used to replace state commitments to the number of children served in the early childhood system, missing an opportunity to serve more children and improve the compensation of the workforce.⁴⁴ While the early childhood system will always require multiple funding streams, particular attention to how to braid, blend, and build on each stream to ensure the reach and quality of programs should be the standard for funding decisions.

Supportive policies outside of the early childhood system that help achieve quality.

Beyond the early childhood system, there are a range of policy choices that can create a better outcome for early childhood educators and the quality of the early childhood system. The ongoing cuts to income tax rates for big companies and individual taxpayers has reduced the dollars available in the state and made it impossible for policymakers to meet the increased need for early childhood programs and improve the quality. These dollars — \$900 million⁴⁵ alone from the tax cuts that were

41 The Working Poor Families Project, "Improving Job Quality for the Early Childhood Workforce," Fall 2017 - http://www.workingpoorfamilies.org/wp-content/uploads/2017/10/Fall-2017-WPFP-Policy-Brief_102317-.pdf

42 Ibid

43 Center for Law and Social Policy, National Women's Law Center, February 2018 - <https://www.clasp.org/sites/default/files/publications/2018/02/FAQ%20CCDBG%20Increase.pdf>

44 Center for Law and Social Policy, February 2018 - <https://www.clasp.org/sites/default/files/publications/2018/02/State%20Impact%20of%20Doubling%20CCDBG%20.pdf>; North Carolina Policy Watch, May 2018 - <http://pulse.ncpolicywatch.org/2018/05/29/lawmakers-budget-prioritizes-tax-cuts-over-early-childhood-education/>

45 The Budget and Tax Center at the North Carolina Justice Center, "Costly Tax Cuts in New State Budget Continue Precarious Road Ahead for North Carolina," 2017 - <https://www.ncjustice.org/publications/costly-tax-cuts-in-new-state-budget-continue-precious-road-ahead-for-north-carolina/>

phased in on January 1, 2019 — would go a long way toward expanding the support for professional compensation of the early childhood workforce and recognition of credential attainment.

Second, recognition for providers who are emphasizing workforce compensation and skills training that are currently underway could be scaled up beyond the communities where they are currently operating. Watauga County has launched a certification program that includes compensation for local child care providers who meet key benchmarks of quality, while several child care providers in Buncombe County participate in the community's voluntary Living Wage Certification program and receive a supplemental boost through a small grant from the local Partnership for their commitment to quality.⁴⁶ These programs have the potential to drive consumers to high quality providers and blend private dollars with public commitments.

Third, the state's workforce development system and NC Works Commission should consider certification and funding support to early childhood education career pathways to further professionalize the field and solidify the training opportunities that will result in recognition through higher compensation.

Finally, recognition is needed that the state minimum wage, which mirrors the federal minimum wage but is lower than that of 29 states and Washington, D.C., is no longer reflective of what it costs to make ends meet.⁴⁷ Proposals to raise the minimum wage over time should be considered by state policymakers to help boost the pay of all workers — especially workers in the early childhood field.

North Carolina has a robust infrastructure in place to support the early childhood workforce and strengthen the quality of early childhood programs. A focus on adequately and equitably funding that infrastructure will ensure that each child is able to thrive and that the workers — often parents themselves — can also thrive as well.

46 The North Carolina Early Childhood Foundation, "Watauga County Raises the Bar on Quality Early Learning for Young Children," August 2018 - <https://buildthefoundation.org/2018/08/watauga-county-raises-the-bar-on-quality-early-learning-for-young-children/>; Just Economics - <https://justeconomicswnc.org/about-living-wage.html>

47 Economic Policy Institute, "Minimum Wage Tracker," - <https://www.epi.org/minimum-wage-tracker>

We're IMPROVING THE QUALITY OF EARLY LEARNING IN WATAUGA COUNTY

Early Learning programs need financial resources, technical assistance, and professional development to achieve and maintain high quality for our youngest citizens.

PATHWAYS TO Accreditation PROGRAM

Because of this program, which provided professional development, technical assistance, financial incentives and high quality trainings, the following impact was seen:

INCREASE

01



Increase in the number of lead teachers making at least \$12/hour from 53% to 100%

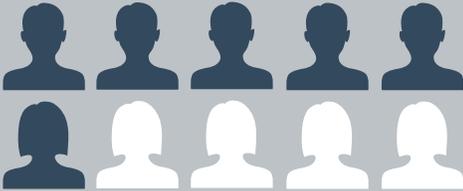
02



Increase in the number of lead teachers with at least an AA degree or working toward it from 79% to 100%



Increase in responsive caregiving and emotional, instructional and behavioral support



60% of children in licensed early learning programs benefited from quality improvement services (389 children out of 663)

60%

96%

of lead teachers participating in Pathways and receiving enhancement money stayed in their current job or at least in the ECE field in Watauga County

42

Teachers benefited from quality improvement services



*Data collected for FY2018-2019

RESOLUTION # 18-10-16

RESOLUTION TO CREATE AN EARLY CHILDHOOD
EDUCATION AND DEVELOPMENT FUND IN BUNCOMBE
COUNTY

- WHEREAS, the Buncombe County Board of Commissioners has established a strategic priority to ensure that every child in Buncombe County has an equal opportunity to thrive during their first 2,000 days, including access to quality early childhood education.
- WHEREAS, the Board of Commissioners has identified the following goals related to this priority:
- Collaborate with community leaders and stakeholders for a coordinated system approach.
 - Increase the availability of high-quality early childhood care and education with an emphasis on Pre-K programs.
 - Address issues of affordability, both for providers in a sustainable business model and for families in access to care.
 - Support a robust career track in the field of early education, with development ladders from entry level to highly educated, credentialed, seasoned professionals.
 - Cultivate a system that responds to the needs of families, such as those impacted by trauma, poverty and addiction.
- WHEREAS, there are estimated 11,646 children between the ages of 0-4 in Buncombe County, yet only approximately one third of these children are enrolled in licensed early childhood education programs.
- WHEREAS, 46% of children in our community live in poor or low-income homes and 21% of children experience food insecurity.
- WHEREAS, high-quality preschool and Pre-K programs are proven to provide measurable short and long-term results for children in the areas of education, health, and future earnings.
- WHEREAS, high-quality preschool and Pre-K programs are also proven to provide measurable short- and long-term results for the peers, families and communities of children served by these programs, including a 13% return on investment¹ for every dollar invested in quality early childhood education.

¹ The Lifecycle Benefits of an Influential Early Childhood Program.
<https://heckmanequation.org/resource/faqlifecycle-benefits-influential-early-childhood-program/>.

WHEREAS, there is a well-documented local shortage of quality early childhood education programs and families face many barriers to accessing existing program, including affordability.

WHEREAS, there is a well-documented shortage of qualified teachers and staff in classrooms and centers.

WHEREAS, it will require collaboration, innovation and a significant investment of both public and private funding in order to scale up the current local early childhood education system to meet documented needs.

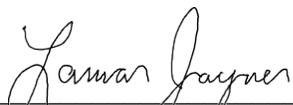
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe:

1. To authorize the creation of an Early Childhood Education and Development Fund for the purpose of annually investing \$3.6 million beginning in the FY2020 budget with an annual increase of 2% in future years.
2. That this funding will be allocated to prioritize creating new preschool and Pre-K classrooms to serve more children; implementing workforce development strategies to recruit and retain qualified teachers; supporting strategies for scaling up effective programs; and providing support services for children and families enrolled in preschool and Pre-K programs.
3. To instruct county staff to develop a structure for community partners to apply to the Fund; develop appropriate mechanisms for the allocation of funds; and propose different models for how funding decisions will be made.
4. To create an Early Childhood Education sub-committee of the County Commission comprised of 3 County Commissioners. The committee members will be appointed to serve two-year terms starting in January 2019. The purpose of the sub-committee will be to engage with community partners, solicit public input and make policy and investment recommendations to the Commission. All formal decisions on investments and policies must be made by the full Commission
5. That this resolution shall become effective upon its adoption.

This the 30th day of October, 2018.

ATTEST

BOARD OF COMMISSIONERS FOR THE COUNTY OF BUNCOMBE


Lamar Joyner, Clerk

By: 
Brownie Newman, Commission Chair

APPROVED AS TO FORM



County Attorney

AGENDA ITEM 5:

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

MANAGER'S COMMENTS:

Mr. Furman, Planning and Inspections Director, will request the Board schedule a public hearing for October 15, 2019, to consider proposed amendments to the Valle Crucis Historic District Ordinance. A public hearing is required to be called by the Board of Commissioners to amend the ordinance and a recommendation is needed from the Planning Board before any formal action is taken. The Planning Board will consider the amendments at their September 16, 2019 meeting.

Board action is requested to schedule the public hearing for October 15, 2019 meeting.



WATAUGA COUNTY

Department of
Planning & Inspections

126 Poplar Grove Connector Suite 201 • Boone, North Carolina 28607 (828) 265-8043

TTY 1-800-735-2962

Voice 1-800-735-8262

or 711

FAX (828) 265-8080

APPLICATION FOR ORDINANCE TEXT AMENDMENT

Application is hereby made to amend the following text:

Name of Ordinance: Valle Crucis Historic District Ordinance

Article: 2 Section: 2.3 Page: 4

Article: 2 Section: 2.4 Page: 4-5

Article: 2 Section: 2.5 Page: 5-8

Name of Applicant: Watauga County Board of Commissioners

Address: 814 West King Street, Suite 205

Boone, NC 28607

APPLICATION REQUIREMENTS

All applications for amendments shall contain at least the following:

- a) In case of alleged error: the alleged error in the ordinance which would be corrected by this proposed amendment along with detailed explanation.
- b) In case of changing conditions: the conditions which make the proposed amendment reasonably necessary.
- c) In all other circumstances: the factors and rationale offered in support of the proposed amendment.

Applicants shall note that the zoning ordinance and all amendments thereto are created for the purpose of establishing and maintaining sound, stable and desirable development. The ordinance shall only be amended as required for the promotion of public health, safety or general welfare.

Applicant Signature *Don George* Date 9-3-2019

Proposed Amendments

2.3 Exemption of Bona Fide Farms and Public Schools.

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

Sections 2.4, 2.5 shall not be applicable to public schools

Proposed Statement to Attach to Amendment

“In 1990, when the Valle Crucis Historic District Ordinance (the “Ordinance”) was enacted, the Valle Crucis School (the “School”) was the only public school located within the Historic District. The footprint of the School is considered a non conforming use under the Ordinance. However, because of its existence at the time the Ordinance was enacted, the nonconformity has been permitted.

The Watauga County School Board determined that a new school structure was necessary to replace the existing school structure. To that end, the County has been considering two options: (1) replace the old school with a new rebuilding on the current site, or (2) build a new School on a new site. Either option would result in a school structure within the Historic District and subject to the restrictions of the Ordinance.

The amendment is being proposed because, quite simply, the Ordinance does not address public schools. It has defined uses of Residential, Multi-Family, Single Family and Commercial, none of which includes public schools within its definition. Applying the restrictions of the Ordinance, as written, to the construction of a new school within the District, without creating standards unique to schools, will place undue hardship on the County. Indeed, the restrictions of the Ordinance create requirements and features that are not consistent with area, height, placement and performance standards for schools. For example, the building height restriction of 30 ft would prevent the school from having a suitable gymnasium (the standard gymnasium is 40 plus ft).

The proposed amendment is the most straightforward way to address what the County deems to have been an oversight (error) of having failed to address public schools within the ordinance, as well as a changed condition (the need to replace the existing school), both of which make the proposed amendment reasonably necessary. The proposed amendment is designed to avoid compromising the overall purpose of the Ordinance.

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AGENDA ITEM 6:**PROPOSED RENEWALS OF EMERGENCY SERVICES MAINTENANCE AGREEMENTS****A. *Hyper-Reach*****B. *Mobile Communications of America***

Board approval will be requested for a service contract with Hyper-Reach and three maintenance contracts with Mobile Communications of America for the County's E911 and Emergency Management Radio systems. The Hyper-Reach service agreement is \$7,000 annually for a total of \$21,000 on a 3 year contract, the Console Infrastructure Maintenance, \$12,900, the Fixed Equipment Maintenance, \$11,664, and the Subscribers Maintenance, \$6,336.

Board action is requested to approve the Console Infrastructure Maintenance, the Fixed Equipment Maintenance, and the Subscribers Maintenance contracts with Mobile Communications of America in the amounts of \$12,900, \$11,664, and \$6,336, respectively and the Hyper-Reach services agreement contract which will change our emergency notification system from the current Code Red to a new vendor with matching services. Adequate funds are available in the current year budget to cover the expense.

Board action is required.

*All information in this document is Confidential.
Hyper-Reach Services Agreement*

This agreement shall be made effective the 21st day of November, 2019

Between: **Hyper-Reach**
3300 Monroe Avenue, Suite # 317
Rochester, NY 14618
Phone: 585.586.0020
Fax: 585.586.4511

(Hereinafter “**Asher**”)

And

Client: Watauga County, NC
Address: 184 Hodges Gap Road
Boone, NC 28607

☐ Contact person: Mr. Will Holt

Office: (828) 264-4235
E-mail: will.holt@watgov.org
(Hereinafter “**Client**”)

Whereas Asher provides technical services

And Client wishes to retain the services of Asher

Therefore Client retains Asher to:

1) Service

Provide access to Hyper-Reach notification system, which enables the Client to instantly send voice and text messages to any number of recipients. Hyper-Reach service will commence two (2) weeks after the signing of this agreement and will be available to the Client 24 hours a day, seven (7) days a week from and after that date.

2) Deliverables

- Access to Hyper-Reach website for account creation and management, contact list management, and reviewing reports.
- Access to the Hyper-Reach IVR system to initiate campaigns, record messages and review reports.

Hyper-Reach Services Agreement

- Access to the Accu-Reach Targeting Tool with Google maps
- Access to IPAWS (SMS from cell towers)
- Automated Weather Alerts

3) Performance

The system will make up to seven (7) attempts (if necessary) to contact each recipient. The system is currently scaled to deliver approximately 50,000 30-second messages per hour, and over 50,000 SMS (text) per hour. Capacity is based on a population of 100,000 and may be increased if necessary.

4) Cost of Services

Services provided to Client shall be billed according to the following:

Service Description	Cost	Notes
Standard Notification System with Accu-Reach Targeting tool.	Included with Package Pricing	Management fee includes web access, maintenance, security, upgrades, and web training.
Automated Weather Alert	Included with Package Pricing	Automated service to alert the public of severe weather warnings. (based on community signup)
Mapping	Included with Package Pricing	Fee to integrate Google maps with 911 phone data.
IPAWS functionality	Included with Package Pricing	Functionality will be activated once Client is certified by FEMA.
On-Site Training (1/2 day)	\$600 (plus travel) - Optional	Up to 4 hours of in-person training for 2-10 people.
Purchase of Public Data (411)	\$1,000 - Optional	Option if 911 data is not provider by client.
	Package Pricing	
3 Year Package	\$21,000 \$ 7,000 annually	Package Includes: <ul style="list-style-type: none"> <input type="checkbox"/> Hyper-Reach <input type="checkbox"/> Community Signup <input type="checkbox"/> IPAWS alerts <input type="checkbox"/> Automated Weather Alerts (based on community signup) <input type="checkbox"/> Accu-Reach Targeting Tool <input type="checkbox"/> Web Training <input type="checkbox"/> 55,000 minutes/SMS

Hyper-Reach Services Agreement

5) Payments

Charges shall be paid to Asher within 30-day terms, net from date of invoice. Any overdue invoice shall be subject to a one and one-half percent (1.5%) late charge for each full or part month during which payment is outstanding. Client is responsible for all taxes and processing fees associated with payment.

6) Term

This agreement shall be valid for 3 years. Unless canceled by written notice from either party at least 30 days prior to termination, it will renew thereafter with the same terms.

7) Default

Upon default of payment, Asher reserves the right to discontinue further service to Client. Asher reserves further the right to discontinue Client access to previously developed information until payment in full of all arrears (including late charges, collection costs, attorney fees etc.) shall have been made. Asher is not responsible for any damages to Client resulting from such suspension, discontinuation or termination of service.

8) Confidentiality

Asher and Client each acknowledge that in the course of carrying out the terms of this agreement, each may have necessary or incidental access to the business affairs, trade secrets, client lists, proprietary information and operating systems of the other ("Confidential Information"). Each party agrees that it shall maintain as confidential, all such Confidential Information and shall treat such Confidential Information with at least the same degree of care as it would its own most highly confidential information. Neither party shall obtain any ownership or other rights to the trademarks, proprietary information or Confidential Information of the other. Neither party shall in any way use or disseminate any such Confidential Information (save as may during the term of this agreement enter the public domain) and shall exact a similar confidentially covenant from each of its own employees who may have access to the Confidential Information of the other. Each party acknowledges that an action of damages may not suffice to compensate the aggrieved party of breach of confidentiality and each party does hereby consent to the making of a mandatory restraining or injunctive order against it in such event upon the application of the other, in addition to any other relief available at law or in equity.

9) Disclaimer

Asher shall take all commercially reasonable actions and precautions to ensure that Client gets commercially valuable services. Save as aforesaid, Asher makes no warranty to Client with respect to the services and disclaims all other warranties express or implied including but without limitation any implied warranty fitness for any particular purpose. Save as specifically set out herein, Asher will not be responsible for any incidental, special or consequential damage sustained or suffered by Client in any way arising out of or referable to the services referred to in this agreement.

Hyper-Reach Services Agreement

10) Jurisdiction

Asher and Client agree that the laws of the State of New York shall govern the terms of this agreement for all purposes, but Asher reserves the right to determine the final venue. In the event of any dispute, the successful party shall receive its court costs and attorney's fee and/or collection costs in full from the unsuccessful party.

11) Notice

Any notice to be given by either Asher or Client to the other shall be effective only when made in writing addressed to the other party at the address or facsimile number noted above and shall be effective on the day next following the receipt of such notice by the other. Fax messages shall be deemed received on the day they are sent and mailed correspondence, shall be deemed received on the second day following the date of mailing. Confirmed fax transmissions shall be binding upon the parties for all purposes of this agreement.

12) Entire agreement

This agreement constitutes the entire agreement between parties. No alteration or amendment shall be effective unless in writing and executed by both parties. In particular, no oral statement or representation made by either party or any representation shall be effective unless reduced to writing and incorporated into this agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties as of the day and date on page one (1) of this document.

Sam Asher Computing Services Inc.

Client company name

per: _____
I have authority to bind the corporation

per: _____
I have authority to bind the corporation

Print Name

Print Name

Title

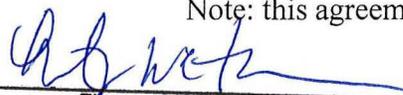
Title

Date

Date

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

Note: this agreement not binding until signed by an officer of Asher Group.

9-6-19 
Date Asher Group Finance Director
8/30/19

3300 Monroe Ave., Suite 317



1-800-346-5525

SERVICE AGREEMENT



Motorola Authorized Service Station

4800 Reagan Dr.
Charlotte, NC 28206

(PLEASE PRINT)

DATE: 4-Mar-19

CUSTOMER/AGREEMENT NUMBER

OFFICE USE ONLY
SERVICE MGT APPROVAL
FIN:
LO:
PR:

CUSTOMER NAME: Watauga County

SERVICE LOCATION

ATTN: Amy Snider

CUSTOMER #:

BILLING ADDRESS: 184 Hodges Gap Rd.

Dept.

CITY / STATE / ZIP: Boone NC 28607

CUSTOMER CONTACT: Amy Snider

CUSTOMER PHONE #'s: 828 265-5708

Fax # - 828 265-7617

CONTRACT START DATE: 7/1/2019
AUTOMATIC RENEWAL: YES NO

EXPIRATION DATE: 6/30/2020

WHEN THIS AGREEMENT IS ACCEPTED BY MOBILE COMM. THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY MOBILE COMM. IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE.

Table with columns: QTY, DESCRIPTION & SERIAL NUMBERS, CUSTOMER LOCATION, SERVICE CENTER, 24 Hour EMERG. *, MONTHLY SVC AMOUNT (PER UNIT, EXTENDED). Includes row for Console Infrastructure Equip - Attach A.

SPECIAL INSTRUCTIONS: See Attachment A for detailed equipment list. 7x24 Emergency Callout service on fixed Equipment.

For Service Call SERVICE CENTER: Charlotte, NC. MOBILE COMMUNICATIONS AMERICA, 4800 Reagan Dr. Charlotte, NC 28206.

NEW AGREEMENT SUPERSEDE AGREEMENT NUMBER(S): 1060. ADDITIONAL TERMS, DEFINITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE.

AUTHORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE. IS P.O. REQUIRED? YES ATTACHED P.O. # Dave Walton, 704-597-5220 ext. 610.

PAYMENT CYCLE:

TAX EXEMPT:

- ANNUALLY
QUARTERLY
MONTHLY
OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

- YES, ATTACH EXEMPT CERTIFICATE
NO

Summary table: TOTAL PER MONTH \$1,075.00, TAXES not included, Term TOTAL \$12,900.00.

THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOBILE COMM.

MOBILE COMM. SALES SERVICE REP. (SIGNATURE) TELEPHONE #

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

9-6-19 Amy Snider Finance Director

Attachment A
Watauga County 911 Console Equipment

QTY	DESCRIPTION	TYPE	MODEL	SERIAL #	Location	MONTHLY SVC AMOUNT		NOTES
						PER UNIT	EXTENDED	
4	MCC 5500 Console Position, including HP workstation, CAB and monitor		L3359AC	322CMV0422	Dispatch	\$125	\$500	
				322CMV0423			\$0	
				322CMV0424			\$0	
				322CMV0425			\$0	
4	MCC5500 Console Equipment Shelf, including ADM server, CSDM workstation, KVM Switch and Monitor		L3358AC	322CMV0418	Dispatch	\$125	\$500	
				322CMV0419			\$0	
				322CMV0420			\$0	
				322CMV0421			\$0	
1	Alcatel-Lucent OS6224 LAN switch		OS-LS-6224		Dispatch	\$20	\$20	
2	Cimarron Cplus I multi-format decoder				Dispatch	\$28	\$55	
							\$0	
							\$0	
							\$1,075	



1-800-346-5525

SERVICE AGREEMENT



Motorola Authorized Service Station

4800 Reagan Dr.
Charlotte, NC 28206

(PLEASE PRINT)

DATE: 4-Mar-19

CUSTOMER/AGREEMENT NUMBER

OFFICE USE ONLY
SERVICE MGT APPROVAL
FIN:
LO:
PR:

CUSTOMER NAME: Watauga County

SERVICE LOCATION

ATTN: Amy Snider

CUSTOMER #:

BILLING ADDRESS: 184 Hodges Gap Rd.

Dept.

CITY / STATE / ZIP: Boone NC 28607

CUSTOMER CONTACT: Amy Snider

CONTRACT START DATE: 7/1/2019

AUTOMATIC RENEWAL: YES NO

EXPIRATION DATE: 6/30/2020

CUSTOMER PHONE #'s: (828) 265-5708

Fax # - 828 262-5725

WHEN THIS AGREEMENT IS ACCEPTED BY MOBILE COMM., THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY MOBILE COMM. IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE.

Table with columns: QTY, DESCRIPTION & SERIAL NUMBERS, CUSTOMER LOCATION, SERVICE CENTER, 24 Hour EMERG. *, MONTHLY SVC AMOUNT PER UNIT, EXTENDED. Row 1: 1 Fixed Infrastructure Equip - Attachment A, X, X, \$972.00.

SPECIAL INSTRUCTIONS: See Attachment A for detailed equipment list. All Equipment is subject to the availability of parts and support from the original equipment manufacture. Non Motorola units may take longer to repair due to parts and support issues.

Summary table: TOTAL PER MONTH \$972.00, TAXES not included, Annual TOTAL \$11,664.00.

PAYMENT CYCLE:

TAX EXEMPT:

- ANNUALLY
QUARTERLY
MONTHLY
OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

- YES, ATTACH EXEMPT CERTIFICATE
NO

NEW AGREEMENT SUPERSEDE AGREEMENT NUMBER(S): 1060

ADDITIONAL TERMS, DEFINITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE.

AUTHORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE

IS P.O. REQUIRED? YES ATTACHED P.O. #

Dave Walton
704-597-5220 ext. 610
Fax 704-597-7050

MOBILE COMM. SALES/SERVICE REP. (SIGNATURE) TELEPHONE #

SA FORM 197

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

9-6-19 Amy Walton
Date Finance Director

Attachment A
Watauga County Fixed Equipment

QTY	DESCRIPTION	TYPE	MODEL	SERIAL #	Location	NOTES
1	Channel 5 Base	Quantar	T5365A	448CJT0070	Howard's Knob	
1	Fire channel Repeater	Quantar	T5365A	448CGP0087	Rich Mountain	
1	Sheriff Channel 1 Repeater	Quantar	T5365A	448CJT0071	Rich Mountain	
1	Sheriff Channel 3 Repeater	Quantar	T5365A	509CFF1263	Rich Mountain	
1	Sheriff 3 West Repeater	Quantar	T5365A	448CJD0048	Buckeye Knob	
1	Fire Buckeye 1 Repeater	Quantar	T5365A	448CJR0057	Buckeye Knob	
1	Fire Buckeye 2 Repeater	MTR3000	T3000A	512IMW0443	Buckeye Knob	
1	Fire Green Hill Repeater	MTR3000	T3000A	512IMY0131	Green Hill	
2	Fire Wildcat Repeaters	MTR3000	T3000A	512IMY0110	Wildcat	
				512IMW0435		
2	Argus Battery Chargers for Above repeaters					
1	Sheriff 3 Control Station	MTR3000	T3000A	512IMW0318	Dispatch	
1	Sheriff 3 West Control Station	SLR8000	T8319A	433ITW0016	Dispatch	See Note 1
1	Fire 1 Control Station	SLR8000	T8319A	433ITW0015	Dispatch	See Note 1
1	Boone Fire Control	MTR2000	T5544	512CJT0406	Dispatch	See Note 4
1	Medics Control Station	SLR8000	T8319A	512ITW0011	Dispatch	See Note 1
1	Sheriff 1 Control Station	SLR8000	T8319A	512ITW0010	Dispatch	See Note 1
1	Boone PD Control Station with	CDM750	AAM25KKC9AA1AN		Dispatch	
1	Console VHF	APX7500	L30KSS9PW1AN	761CTX0003	Dispatch	See Note 1
1	MC2000 Tone Remote Deskset	MC2000	L3217		Dispatch	
1	XTL 5000 VIPER Console	XTL5000	L20URS9PW1AN	276CJB0156	Dispatch	
1	Watauga Rescue Repeater	Quantar	T8319A	448CGM0124	Howard's Knob	
1	Blowing Rock PD	MTR2000	T5544		Green Hill	See Note 4
1	Blowing Rock PD	MTR2000			Dispatch	See Note 4
3	VIPER consolettes	APX-7500	L30URS9PW1AN	761CTX0000	Dispatch	See Note 1
			T839A	761CTX0001	Dispatch	See Note 1
			T839A	761CTX0002	Dispatch	See Note 1

Notes:

- 1) Installed Jan 2018. Has service from the start. Labor Only
- 2) Repair/replacement of transmission line, antennas and grounding/lightning protection parts and labor are not covered under this agreement.
- 3) Interference and intermod issues are not covered in this contract.
- 4) This equipment will no longer be supported by Motorola in 2018 and only reasonable effort repair service will be provided.

1. **DEFINITIONS.** "MCA" shall mean Mobile Communications America, Inc.; "Customer" shall mean the Customer names in the Agreement, and "Product" shall collectively mean the Equipment and Software which MCA and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the front of this Agreement.
2. **ACCEPTANCE.** The terms and conditions set forth on the front and reverse side of this Agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by MCA's Service Department; and the banking, negotiation or other use of any payment shall not constitute an acceptance by MCA. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement. MCA shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to on writing. Upon acceptance by MCA's Service Department, MCA's interest in the Agreement is assigned to Mobile Communications America, Inc.
3. **SERVICE DEFINED**
 - a. MCA agrees to provide service for the Customer for the Product listed on the front side of this Agreement. Such Product shall be serviced according to the terms and conditions on the front and reverse side of this Agreement ("Service"). The Service shall begin and end on the dates set forth on the front side of this Agreement. MCA shall also Service other Product purchased by Customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service on such other Product shall be added to the billing cycle following the expiration of the labor warranty on such other Product. In the event of loss, damage, theft, or removal from Service of any Product, Customer shall immediately report the loss, damage, theft or removal in writing to MCA. In this event, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which MCA receives such written report.
 - b. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of the Customer's request.
 - c. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the front of the Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does not include consumables and the Installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires or other casualty. Service performed for non-covered repairs shall be billed at MCA's above contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.
 - d. Where telephone lines and Product are used in conjunction with MCA maintained Product, MCA shall have no obligations or responsibility for such telephone lines or Product but shall, upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.
 - e. Customer shall indicate on the front side of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.
 - f. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in MCA's opinion be properly or economically repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, MCA, at its sole option, upon thirty (30) days prior written notice to customer sent by certified mail, may either: (1) remove such Product from this Agreement; or may increase the price to Service such Product. Customer shall have (30) days from receipt of notice of price increase to object to such increase. If Customer properly objects to such increase MCA shall then have the option to remove such Product from coverage by the Agreement. Customer's obligation to pay Service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.
4. **SERVICE STANDARDS.** The Product shall be serviced by MCA in accordance with the following standards: (i) MCA part or parts of equal quality shall be used; (ii) the Products shall be serviced at levels set forth in MCA's product manuals; and (iii) routine service procedures prescribed from time to time by MCA for its Product shall be followed.
5. **TIME AND PLACE OF SERVICE.**
 - a. Service shall be done at the location specified on the front side of this Agreement. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify MCA immediately of Product failure, allow MCA full and free access to the Product, and cooperate fully with MCA in MCA's servicing of the Product. Waiver of liability by MCA against Customer or other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow MCA full and free access to the Product. Customer shall allow MCA to use necessary machines, communications, facilities, features and other product (except as normally supplied by MCA) at not charge. Mobiles and removable Product shall be delivered by Customer to the MCA Service Center indicated on the front side of this Agreement.
 - b. Hours of Service under this Agreement shall be the normal working hours, excluding holidays, or MCA's Service Center unless otherwise indicated on the front side of this Agreement.
6. **PAYMENT/TAXES.** On or about the date each payment is due as set forth on the front side of this Agreement, MCA shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed monthly and the Customer shall pay the amount of each invoice within ten (10) days of its date to MCA office designated by MCA. Each invoice shall be due and payable whether or not the Product is operating and MCA may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to MCA. Customer shall reimburse MCA for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State, or Local law, rule or regulation with respect to the Service of the Product except Federal income and profit taxes of MCA and income and franchise taxes of MCA.
7. **RIGHT TO SUBCONTRACT.** MCA shall have the right to subcontract in whole or in part the Service called for by this Agreement. MCA shall notify Customer of the name and address of each subcontractor.
8. **REVISION OF FEES.** Prior to the anniversary of the "Expiration Date" indicated on the front side of this Agreement, MCA may revise the Service fees set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of the Anniversary date. Upon receipt of any such notice, Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to MCA sent by certified mail to the address indicated in this Agreement; otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.
9. **AUTOMATIC RENEWAL.** See front of contract
10. **INTERRUPTION OF SERVICE.** Customer shall notify the servicing agency in the event of the failure of any Product. If the servicing agency fails to repair the Product within a reasonable time, Customer shall notify the MCA office designated by MCA. After said notice from Customer to the servicing agency and to the MCA office designated by MCA, MCA shall be liable for any interruption or interference affecting the use of transmission through the Product maintained to the extent of a pro rate allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of MCA or its subcontractor. MCA does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control of MCA, including, but not restricted to, acts of God, acts of public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of MCA subcontractors due to any such causes.
11. **WARRANTY LIMITATIONS. EXCEPT AS SPECIFIED IN THIS AGREEMENT, MCA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MCA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
12. **FCC AND OTHER GOVERNMENTAL MATTERS.** Although MCA may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") or any Federal, State, or Local governmental agency. Customer is solely responsible for complying with the applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State, or Local governmental agency. Neither MCA or any of its employees is an agent of Customer in FCC or other governmental matters. MCA, however, may assist in preparation of the FCC license application at no charge to Customer.
13. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the Agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and written, heretofore made between MCA and Customer, are merged in this Agreement which alone fully and Completely expresses their agreement.
14. **AMENDMENT.** No modification of or additions to this Agreement shall be binding upon MCA unless such modification is in writing and signed by the MCA Division Service Vice President authorized to make such revisions and authorized agent of Customer.
15. **VALIDITY.** If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void, or unenforceable, then that term or provision shall be inoperative and avoid insofar as it is in conflict with law, but the remaining terms and provisions of the Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void, or unenforceable.
16. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this agreement.
17. **LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.**
18. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon MCA without its prior Written consent.
19. **WAIVER.** Failure or delay on the part of MCA or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power, or privilege of this Agreement.
20. **TIME TO SUE.** Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.

NOTE:

DIRECT INQUIRES ABOUT THIS AGREEMENT TO YOUR LOCAL MOBILE COMMUNICATIONS AMERICA OFFICE AT 4800 NORTH I-85, CHARLOTTE, NC 28206 OR 315 KITTY HAWK DRIVE, MORRISVILLE NC 27560



1-800-346-5525

SERVICE AGREEMENT



Motorola Authorized Service Station 091719 BCC Meeting

4800 Reagan Dr.
Charlotte, NC 28206

(PLEASE PRINT)

DATE: 4-Mar-19

CUSTOMER/AGREEMENT NUMBER

OFFICE USE ONLY
SERVICE MGT APPROVAL
FIN:
LO:
PR:

CUSTOMER NAME: Watauga County

SERVICE LOCATION

ATTN: Amy Snider

CUSTOMER #:

BILLING ADDRESS: 184 Hodges Gap Rd. Box D

Dept.

CITY / STATE / ZIP: Boone NC 28607

CUSTOMER CONTACT: Amy Snider
CUSTOMER PHONE #'s: 828-265-5708
Fax # - 828 262-5725

CONTRACT START DATE: 7/1/2019
AUTOMATIC RENEWAL: YES NO
EXPIRATION DATE: 6/30/2020

WHEN THIS AGREEMENT IS ACCEPTED BY MOBILE COMM., THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY MOBILE COMM. IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE.

Table with columns: QTY, DESCRIPTION & SERIAL NUMBERS, TYPE OF SERVICE (CUSTOMER LOCATION, SERVICE CENTER, 24 Hour EMERG. *), MONTHLY SVC AMOUNT (PER UNIT, EXTENDED). Rows include APX7000, APX8000, XTS2500, APX Mobiles, Motorola Mobiles.

SPECIAL INSTRUCTIONS: All Equipment is subject to the availability of parts and support from the original equipment manufacture. Non Motorola units may take longer to repair due to parts and support issues.
For Service Call SERVICE CENTER: Charlotte, NC
MOBILE COMMUNICATIONS AMERICA
4800 Reagan Dr.
Charlotte, NC 28206
704 597 5220, Fax 597-5497
Toll Free 1-800-346-5525

Summary table with columns: TOTAL PER MONTH, TAXES, Annual, TOTAL. Values: \$528.00, not included, \$6,336.00.

PAYMENT CYCLE: ANNUALLY QUARTERLY MONTHLY OTHER
TAX EXEMPT: YES, ATTACH EXEMPT CERTIFICATE NO

NEW AGREEMENT SUPERSEDE AGREEMENT NUMBER(S): 1060
AUTHORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE
IS P.O. REQUIRED? YES ATTACHED P.O. #
Dave Walton
704-597-5220 ext. 610
Fax 704-597-7050

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

9-6-19 [Signature]
Date Finance Director

1. **DEFINITIONS.** "MCA" shall mean Mobile Communications America, Inc.; "Customer" shall mean the Customer names in the Agreement, and "Product" shall collectively mean the Equipment and Software which MCA and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the front of this Agreement.
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11. **WARRANTY LIMITATIONS. EXCEPT AS SPECIFIED IN THIS AGREEMENT, MCA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MCA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
12. **FCC AND OTHER GOVERNMENTAL MATTERS.** Although MCA may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") or any Federal, State, or Local governmental agency. Customer is solely responsible for complying with the applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State, or Local governmental agency. Neither MCA or any of its employees is an agent of Customer in FCC or other governmental matters. MCA, however, may assist in preparation of the FCC license application at no charge to Customer.
13. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the Agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements, oral and written, heretofore made between MCA and Customer, are merged in this Agreement which alone fully and Completely expresses their agreement.
14. **AMENDMENT.** No modification of or additions to this Agreement shall be binding upon MCA unless such modification is in writing and signed by the MCA Division Service Vice President authorized to make such revisions and authorized agent of Customer.
15. **VALIDITY.** If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void, or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions of the Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void, or unenforceable.
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18. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon MCA without its prior Written consent.
19. **WAIVER.** Failure or delay on the part of MCA or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power, or privilege of this Agreement.
20. **TIME TO SUE.** Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.

NOTE:

DIRECT INQUIRES ABOUT THIS AGREEMENT TO YOUR LOCAL MOBILE COMMUNICATIONS AMERICA OFFICE AT 4800 NORTH I-85, CHARLOTTE, NC 28206 OR 315 KITTY HAWK DRIVE, MORRISVILLE NC 27560

AGENDA ITEM 7:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

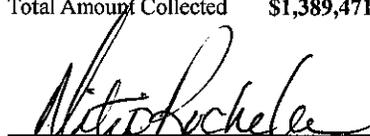
The report is for information only; therefore, no action is required.

Monthly Collections Report**Watauga County**

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

Monthly Report August 2019

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>					
Taxes 2019	997,914.89	2.83%	997,914.89	2.83%	16.93%
Prior Year Taxes	30,594.90		111,422.68		
Solid Waste User Fees	76,773.38	2.78%	87,774.15	2.78%	13.94%
Green Box Fees	238.14	NA	2,596.78	NA	NA
Total County Funds	\$1,105,521.31		\$1,199,708.50		
<u>Fire Districts</u>					
Foscoe Fire	12,225.02	2.55%	13,056.29	2.55%	19.97%
Boone Fire	26,552.74	2.98%	28,019.06	2.98%	15.70%
Fall Creek Service Dist.	565.95	5.92%	565.95	5.92%	14.52%
Beaver Dam Fire	3,163.30	3.02%	3,519.95	3.02%	12.90%
Stewart Simmons Fire	5,496.19	2.34%	5,745.28	2.34%	16.08%
Zionville Fire	3,117.53	2.69%	3,291.37	2.69%	14.56%
Cove Creek Fire	8,700.46	3.54%	9,720.30	3.54%	14.56%
Shawneehaw Fire	2,866.25	2.70%	3,008.40	2.70%	20.70%
Meat Camp Fire	6,801.63	2.95%	7,613.25	2.95%	14.91%
Deep Gap Fire	4,611.60	2.46%	5,105.94	2.46%	13.74%
Todd Fire	2,360.57	3.81%	2,393.52	3.81%	15.63%
Blowing Rock Fire	15,774.24	3.27%	16,562.47	3.27%	19.78%
M.C. Creston Fire	121.81	1.93%	141.58	1.93%	9.37%
Foscoe Service District	2,064.93	2.66%	2,268.44	2.66%	19.07%
Beech Mtn. Service Dist.	0.00	0.00%	15.90	0.00%	2.66%
Cove Creek Service Dist.	0.00	0.00%	0.00	0.00%	0.00%
Shawneehaw Service Dist	164.73	2.42%	180.72	2.42%	18.04%
	\$94,021.00		\$100,642.47		
<u>Towns</u>					
Boone	182,093.95	3.07%	193,610.08	3.07%	13.01%
Municipal Services	7,835.54	5.90%	8,266.74	5.90%	14.12%
Boone MV Fee	NA	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA	NA
Total Town Taxes	\$189,929.49		\$201,876.82		
Total Amount Collected	\$1,389,471.80		\$1,502,227.79		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 7:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

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



08/30/2019 15:56
Larry.Warren

WATAUGA COUNTY
BATCH 00054428:REPORT OF REFUNDS

P 1
arrefund

OWNERS NAMES	YEAR/CAT/BILL PROPERTY	REFUND AMOUNT	SIGNATURE OF PAYEES OR CHECK NUMBER	SEQ #
REINERT, RICHARD T REINERT, L. ANN 150 BEE ST APT 703 CHARLESTON, SC 29401-5706	2019 20 24189 2807961821018 PAYMENT DATE 08/21/2019	PRINCIPAL 3.00 TOTAL 3.00		1
HISTORY: RECEIPT # PAID BY CID PAID BY REF		AMOUNT	GL POST DATE	
783855 1762631 JOHN WRIGHT ATTORNEY		965.97	08/22/2019	
LOC: 221 VILLAGE GREEN	REASON: OVP REFOVP	CUSTOMER TOTAL	3.00	
SANTOS, RENATA DOS PO BOX 133 TODD, NC 28684	2019 20 42899 2914837438000 PAYMENT DATE 08/26/2019	PRINCIPAL 74.00 TOTAL 74.00		2
HISTORY: RECEIPT # PAID BY CID PAID BY REF		AMOUNT	GL POST DATE	
783997 1762664 SANTOS, RENATA DOS		93.77	08/26/2019	
783998 1762664 Reversal / 783997		-93.77	08/26/2019	
784001 1762664 SANTOS, RENATA DOS		85.71	08/26/2019	
784002 1762664 SANTOS, RENATA DOS		83.42	08/26/2019	
LOC:	REASON: OVP REFOVP	CUSTOMER TOTAL	74.00	
SURETY LENDER SERVICES LLC NC IOLTA RQ MICR TRUST ACC 16000 HORIZON WAY STE 200 MOUNT LAUREL, NJ 08054	2019 20 43174 2920041296000 PAYMENT DATE 08/21/2019	PRINCIPAL 157.79 TOTAL 157.79		3
HISTORY: RECEIPT # PAID BY CID PAID BY REF		AMOUNT	GL POST DATE	
783879 1754495 SURETY LENDER SERVICES LLC		2,076.80	08/22/2019	
LOC: 570 BLAIRMONT DR	REASON: OVP REFOVP	CUSTOMER TOTAL	157.79	
WHITTINGTON, DONNA LYNN PO BOX 2053 BOONE, NC 28607	2019 20 37155 2901819601000 PAYMENT DATE 08/23/2019	PRINCIPAL 80.91 TOTAL 80.91		4
HISTORY: RECEIPT # PAID BY CID PAID BY REF		AMOUNT	GL POST DATE	
784188 1807503 Receipt not finished.		.00		
784189 1807503 WHITTINGTON, DONNA LYNN		461.00	08/26/2019	
LOC: 580 JUNALUSKA RD	REASON: OVP REFOVP	CUSTOMER TOTAL	80.91	
WINEBARGER, LLOYD KEVIN 122 MOONLIGHT DR TODD, NC 28684	2017 20 1000011 2914301811000 PAYMENT DATE 01/15/2019	PRINCIPAL 408.80 TOTAL 408.80		5
HISTORY: RECEIPT # PAID BY CID PAID BY REF		AMOUNT	GL POST DATE	
765516 1753384 WINEBARGER, LLOYD KEVIN		453.52	01/15/2019	
LOC: 117 JOHN HENRY DR	REASON: OVP REFOVP	CUSTOMER TOTAL	408.80	
AP COMMENT: RE 2017 2914301811000				
TOTAL REFUNDS		PRINCIPAL 724.50 INTEREST .00 INT EXP .00		
		TOTAL	724.50	

08/30/2019 15:56
Larry.Warren

WATAUGA COUNTY
BATCH 00054428:REPORT OF REFUNDS

P 2
arrefund

JOHN KIRBY REFUND TRANSFER TO DELINQUENT BILL

** END OF REPORT - Generated by Larry Warren **



08/30/2019 15:47
Larry.Warren

WATAUGA COUNTY
BATCH 00054426:REPORT OF REFUNDS

P 1
arrefund

OWNERS NAMES	YEAR/CAT/BILL PROPERTY	REFUND AMOUNT	SIGNATURE OF PAYEES OR CHECK NUMBER	SEQ #
WATSON, TEDDY DAVID	2015 20 42305	PRINCIPAL	80.00	1
WATSON, VIRGINIA ELIZABETH	2920268500000	TOTAL	80.00	
424 HICKORY LANE	PAYMENT DATE 10/06/2015			
BOONE, NC 28607	ABATEMENT DT 08/28/2019			
HISTORY: RECEIPT # PAID BY CID PAID BY REF		AMOUNT	GL POST DATE	
490983 1632154 WATSON, TEDDY DAVID		152.60	10/07/2015	
LOC: 424 HICKORY LN	REASON: RRF RRF			
WATSON, TEDDY DAVID	2016 20 42303	PRINCIPAL	80.00	2
WATSON, VIRGINIA ELIZABETH	2920268500000	TOTAL	80.00	
424 HICKORY LANE	PAYMENT DATE 03/28/2018			
BOONE, NC 28607	ABATEMENT DT 08/28/2019			
HISTORY: RECEIPT # PAID BY CID PAID BY REF		AMOUNT	GL POST DATE	
700110 1632154 WATSON, TEDDY DAVID		179.31	03/29/2018	
LOC: 424 HICKORY LN	REASON: RRF RRF			
WATSON, TEDDY DAVID	2017 20 42776	PRINCIPAL	80.00	3
WATSON, VIRGINIA ELIZABETH	2920268500000	TOTAL	80.00	
424 HICKORY LANE	PAYMENT DATE 03/28/2018			
BOONE, NC 28607	ABATEMENT DT 08/28/2019			
HISTORY: RECEIPT # PAID BY CID PAID BY REF		AMOUNT	GL POST DATE	
700111 1632154 WATSON, TEDDY DAVID		168.29	03/29/2018	
LOC: 424 HICKORY LN	REASON: RRF RRF			
WATSON, TEDDY DAVID	2018 20 42983	PRINCIPAL	80.00	4
WATSON, VIRGINIA ELIZABETH	2920268500000	TOTAL	80.00	
424 HICKORY LANE	PAYMENT DATE 03/19/2019			
BOONE, NC 28607	ABATEMENT DT 08/28/2019			
HISTORY: RECEIPT # PAID BY CID PAID BY REF		AMOUNT	GL POST DATE	
729289 1632154 WATSON, TEDDY DAVID		60.00	10/12/2018	
734310 1632154 WATSON, TEDDY DAVID		30.00	11/07/2018	
773615 1632154 WATSON, TEDDY DAVID		75.14	03/20/2019	
LOC: 424 HICKORY LN	REASON: RRF RRF	CUSTOMER TOTAL	320.00	
AP COMMENT: RE 2018 2920268500000				
	TOTAL REFUNDS	PRINCIPAL	320.00	
		INTEREST	.00	
		INT EXP	.00	
		TOTAL	320.00	

JOHN KIRBY REFUND TRANSFER TO DELINQUENT BILL

** END OF REPORT - Generated by Larry Warren **

AGENDA ITEM 7:**TAX MATTERS*****C. Property Tax Appeal*****MANAGER'S COMMENTS:**

Mr. Warren will present a request from a citizen to apply for Senior Exemption status. The application is required to be filed before June 1st of each year. Staff informed the citizen that both her and her husband's income would be considered because they were still married. The citizen then proceeded to obtain her divorce in June. On August 26, 2019 the citizen came in with a copy of an application where she found at the bottom of the last page a paragraph regarding Late Application upon showing of good cause. The reason for the untimely application was her divorce not being finalized. Staff's recommendation is to deny the application for 2019 in order to not set a precedent for other late filings.

The appeal would have been filed with the Board of Equalization and Review but since this Board has adjourned the appeal is required to be heard by the Board of Commissioners.

Board action is required to accept or deny the application for Senior Exemption status on the requested property.

AV-9
Web
7-18

Application for Property Tax Relief

Elderly or Disabled Exclusion (G.S. 105-277.1),
Disabled Veteran Exclusion (G.S. 105-277.1C), or
Circuit Breaker Tax Deferment Program (G.S. 105-277.1B)

County of Watauga, NC

Year 2019

Instructions

Application Deadline: This application must be filed by June 1st to be timely filed. You may submit additional information separately if needed.
Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: <https://www.ncdor.gov/documents/north-carolina-county-assessors-list>. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

Property ID Number			
Last Name of Applicant			
<i>Julien</i>			
Last Name of Spouse		Date of Birth (MM-DD-YY)	
<i>Barbara</i>		<i>8-5-34</i>	
First Name		Middle Name	
<i>Barbara</i>		<i>Baron</i>	
First Name		Middle Name	
<i>Baron</i>		<i>Baron</i>	
Residence Address			
<i>315 The High Rd.</i>			
City		State	Zip Code
<i>Boone</i>		<i>NC</i>	<i>28607</i>
Mailing Address (if different from residence address)			
City		State	Zip Code
E-mail Address			
<i>boonebarb215@gmail.com</i>			
Home Telephone Number		Work Telephone Number	Cell Phone Number
<i>828 264 4690</i>			<i>828 773 0858</i>

Fill in applicable boxes:

Yes No ➤ Is this property your permanent legal residence?

Addresses of secondary residences (if any):

Yes No ➤ If married, does your spouse live with you in the residence? If you answer No, provide your spouse's address.

Addresses of spouse:

Yes No ➤ Are you or your spouse (if applicable) currently residing in a health care facility? If you answer Yes, fill in applicable circle

Applicant Spouse and indicate current length of stay:

Yes No ➤ As of January 1, 2019 do you and your spouse (if applicable) own 100% interest in the property? If you answer No, list all owners and their ownership percentage (round to the nearest 0.1%):

Owner		%	Owner		%
Owner		%	Owner		%
Owner		%	Owner		%

Note: Separate applications are required for each owner that is claiming property tax relief. If husband and wife own the property, only one application is required.

Part 1. Selecting the Program

Each owner may receive benefit from only one of the three property tax relief programs, even though you may meet the requirements for more than one program.

However, it is possible that the tax rates or tax values may not be established until some time after the filing of this application. This can make it difficult for you to determine which program you prefer. The following procedures will help to resolve this situation.

Applying for One Program

If you know that you only wish to apply for one program, indicate only that program at the bottom of this section. The assessor will review your application and send you a notice of decision. The notice of decision will also explain the procedures to appeal if you do not agree with the decision of the assessor.

Applying for More Than One Program

Each owner is eligible to receive benefit from only one program. However, if you think you meet the requirements for more than one program but, as a result of the uncertainty of tax rates or values at the time of application, you are unable to make a decision on which one program you wish to choose, indicate all of the programs at the bottom of this section for which you wish to receive consideration. When the tax rates and values are determined, the assessor will review your application and will send you a letter notifying you of your options. If the letter indicates that you do not qualify or if you disagree with any decision in the letter, you may appeal. **You must respond to the option letter within the specified time period or it will be assumed that you do not wish to participate in any of the property tax relief programs.** In that case, you will be so notified and you will have the chance to appeal.

Please read the descriptions and requirements of the three programs on the following pages and then select the program(s) for which you are applying:

Fill in applicable circles:

- Elderly or Disabled Exclusion
- Disabled Veteran Exclusion
- Circuit Breaker Tax Deferment Program

You Must Complete:

- Parts 2, 5, 6
- Parts 3, 6
- Parts 4, 5, 6

If you select more than one program, please read ALL of the information on this page!

Part 2. Elderly or Disabled Exclusion

Short Description: This program excludes the greater of the first \$25,000 or 50% of the appraised value of the permanent residence of a qualifying owner. A qualifying owner must either be at least 65 years of age or be totally and permanently disabled. The owner cannot have an income amount for the previous year that exceeds the income eligibility limit for the current year, which for the 2019 tax year is \$30,200. See G.S. 105-277.1 for the full text of the statute. *10,375*

Multiple Owners: Benefit limitations may apply when there are multiple owners. Each owner must file a separate application (other than husband and wife). Each eligible owner may receive benefits under either the Elderly or Disabled Exclusion or the Disabled Veteran Exclusion. The Circuit Breaker Property Tax Deferment cannot be combined with either of these two programs.

Fill in applicable boxes:

- Yes No As of January 1, were either you or your spouse (if applicable) at least 65 years of age? If you answer **Yes**, you do not have to file Form AV-9A Certification of Disability.
- Yes No As of January 1, were you and your spouse (if applicable) both less than 65 years of age and at least one of you was totally and permanently disabled? If you answer **Yes**, you must file Form AV-9A Certification of Disability.

- Requirements:
1. File Form AV-9A Certification of Disability if required above.
 2. Complete Part 5. Income Information.
 3. Complete Part 6. Affirmation and Signature.

Part 3. Disabled Veteran Exclusion

Short Description: This program excludes up to the first \$45,000 of the appraised value of the permanent residence of a disabled veteran. A disabled veteran is defined as a veteran whose character of service at separation was honorable or under honorable conditions and who has a total and permanent service-connected disability or who received benefits for specially adapted housing under 38 U.S.C. 2101. There is no age or income limitation for this program. This benefit is also available to a surviving spouse (who has not remarried) of either (1) a disabled veteran as defined above, (2) a veteran who died as a result of a service-connected condition whose character of service at separation was honorable or under honorable conditions, or (3) a servicemember who died from a service-connected condition in the line of duty and not as a result of willful misconduct. See G.S. 105-277.1C for the full text of the statute.

Multiple Owners: Benefit limitations may apply when there are multiple owners. Each owner must file a separate application (other than husband and wife). Each eligible owner may receive benefits under either the Disabled Veteran Exclusion or the Elderly or Disabled Exclusion. The Circuit Breaker Property Tax Deferment cannot be combined with either of these two programs.

Fill in applicable boxes:

Yes No I am a disabled veteran. (See definition of disabled veteran above.)

Yes No I am the surviving spouse of either a disabled veteran or a servicemember who met the conditions in the description above. If you answer Yes, complete the next question.

Yes No I am currently unmarried and I have never remarried since the death of the veteran.

Requirements: 1. File Form NCDVA-9 Certification for Disabled Veteran's Property Tax Exclusion. This form must first be certified by the United States Department of Veterans Affairs, and then filed with the county tax assessor.
2. Complete Part 6. Affirmation and Signature.

Part 4. Circuit Breaker Property Tax Deferment

Short Description: Under this program, taxes for each year are limited to a percentage of the qualifying owner's income. A qualifying owner must either be at least 65 years of age or be totally and permanently disabled. For an owner whose income amount for the previous year does not exceed the income eligibility limit for the current year, which for the 2019 tax year is \$30,200, the owner's taxes will be limited to four percent (4%) of the owner's income. For an owner whose income exceeds the income eligibility limit (\$30,200) but does not exceed 150% of the income eligibility limit, which for the 2019 tax year is \$45,300, the owner's taxes will be limited to five percent (5%) of the owner's income.

However, the taxes over the limitation amount are deferred and remain a lien on the property. The last three years of deferred taxes prior to a disqualifying event will become due and payable, with interest, on the date of the disqualifying event. Interest accrues on the deferred taxes as if they had been payable on the dates on which they would have originally become due. Disqualifying events are death of the owner, transfer of the property, and failure to use the property as the owner's permanent residence. Exceptions and special provisions apply. See G.S. 105-277.1B for the full text of the statute.

YOU MUST FILE A NEW APPLICATION FOR THIS PROGRAM EVERY YEAR!

Multiple Owners: Each owner (other than husband and wife) must file a separate application. All owners must qualify and elect to defer taxes under this program or no benefit is allowed under this program. The Circuit Breaker Property Tax Deferment cannot be combined with either the Elderly or Disabled Exclusion or the Disabled Veteran Exclusion.

Fill in applicable boxes:

Yes No As of January 1, were either you or your spouse (if applicable) at least 65 years of age? If you answer Yes, you do not have to file Form AV-9A Certification of Disability.

Yes No As of January 1, were you and your spouse (if applicable) both less than 65 years of age and at least one of you was totally and permanently disabled? If you answer Yes, you must file Form AV-9A Certification of Disability.

Yes No Have you owned the property for the last five full years prior to January 1 of this year and occupied the property for a total of five years?

Yes No Do all owners of this property qualify for this program and elect to defer taxes under this program? If you answer No, the property cannot receive benefit under this program.

Requirements: 1. File Form AV-9A Certification of Disability if required above.
2. Complete Part 5. Income Information.
3. Complete Part 6. Affirmation and Signature.

Part 5. Income Information (complete only if you also completed Part 2 or Part 4)

Social Security Number (SSN) disclosure is mandatory for approval of the Elderly or Disabled Exclusion and the Circuit Breaker Property Tax Deferral Program and will be used to establish the identification of the applicant. The SSN may be used for verification of information provided on this application. The authority to require this number is given by 42 U.S.C. Section 405(c)(2)(C)(i). The SSN and all income tax information will be kept confidential. The SSN may also be used to facilitate collection of property taxes if you do not timely and voluntarily pay the taxes. Using the SSN will allow the tax collector to claim payment of an unpaid property tax bill from any State income tax refund that might otherwise be owed to you. Your SSN may be shared with the State for this purpose. In addition, your SSN may be used to garnish wages or attach bank accounts for failure to timely pay taxes.

Applicant's Social Security Number

Spouse's Social Security Number

Requirements:

1. You must provide a copy of your individual Federal Income Tax Return for the previous calendar year, unless you are not required to file a Federal Income Tax Return. Married applicants filing separate returns must submit both returns. If you have not filed your Federal Income Tax Return at the time you submit this application, submit a copy when you file your return. Your income tax returns are confidential and will be treated as such. Your application will not be processed until the income tax information is received. Please check the appropriate box concerning the submission of your Federal Income Tax Return.

Fill in applicable box:

- Federal Income Tax Return submitted with this application.
- Federal Income Tax Return will be submitted when filed with the IRS.
- I will not file a Federal Income Tax Return with the IRS for the previous calendar year.

2. Provide the income information requested below for the previous calendar year. Provide the total amount for both spouses. If you do not file a Federal Income Tax Return, you must attach documentation of the income that you report below (W-2, SSA-1099, 1099-R, 1099-INT, 1099-DIV, financial institution statements, etc.).

a. Wages, Salaries, Tips, etc.....	\$	
b. Interest (Taxable and Tax Exempt).....	\$	
c. Dividends.....	\$	
d. Capital Gains.....	\$	
e. IRA Distributions.....	\$	
f. Pensions and Annuities.....	\$	
g. Disability Payments (not included in Pensions and Annuities).....	\$	
h. Social Security Benefits (Taxable and Tax Exempt).....	\$	
i. All other moneys received (Describe in Comments section.).....	\$	
Total.....	\$	

Comments:

[Empty box for comments]

INFORMATION IS SUBJECT TO VERIFICATION WITH THE NORTH CAROLINA DEPARTMENT OF REVENUE.

Part 6. Affirmation and Signature

AFFIRMATION OF APPLICANT – Under penalties prescribed by law, I hereby affirm that, to the best of my knowledge and belief, all information furnished by me in connection with this application is true and complete. Furthermore, I understand that if I participate in the Circuit Breaker Property Tax Deferment Program, liens for the deferred taxes will exist on my property, and that when a disqualifying event occurs, the taxes for the year of the disqualifying event will be fully taxed and the last three years of deferred taxes prior to the disqualifying event will become due and payable, with all applicable interest.

BARBARA B. JULIEN Barbara B. Julien 8-26-19
 Applicant's Name (please print) Applicant's Signature Date

 Spouse's Name (please print) Spouse's Signature Date

Refer to the Instructions on Page 1 for filing information and filing location.*

Office Use Only

Approved: Y / N Elderly/Disabled Disabled Veteran Circuit Breaker: 4% 5%

Date: _____ / _____ / _____ By: _____ Comments: _____

AV-9A Received: _____ / _____ / _____ NCDVA-9 Received: _____ / _____ / _____

FITR Received: _____ / _____ / _____ Income: \$ _____

***All applications must be submitted by June 1 to be timely filed.**

Late Applications: Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the [due date] may be approved by the Department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. [N.C.G.S. 105-282.1(a1)]

STATE OF NORTH CAROLINA FILED IN THE GENERAL COURT OF JUSTICE
WATAUGA COUNTY DISTRICT COURT DIVISION
FILE NO. 19 CVD 236

2019 JUN 11 A 9:23

OLIVER M. JULIEN, WATAUGA CO. C.S.C.
Plaintiff,
BY *JP*

v.

**ABSOLUTE DIVORCE
SUMMARY JUDGMENT**

BARBARA B. JULIEN,
Defendant.

THIS CAUSE coming on to be heard and being heard before the undersigned District Court Judge presiding over the 6 June 2019 Session of District Court for Watauga County, North Carolina on Plaintiff's motion for Absolute Divorce by summary judgment, and it appearing to the Court that this is an action for divorce on the grounds of separation of the parties for one year or more pursuant to North Carolina General Statutes §§ 50-6 and 50-10(d) and that this matter is properly before the Court. The Plaintiff was not present but was represented by Nancy M. Rivenbark, Esq. The Defendant was not present, was properly served and noticed of this action. The Court having reviewed the Court file and having heard the evidence offered makes the following:

FINDINGS OF FACT

1. The Plaintiff is citizen and resident of St. Johns County, Florida. However, he was previously a citizen and resident of Watauga County, North Carolina and had resided in North Carolina for more than six (6) months next preceding the institution of this action.
2. The Defendant is a resident of North Carolina.
3. The Plaintiff and Defendant were married each to the other on or about 20 December 2008 and thereafter lived together as Husband and Wife.
4. Plaintiff and Defendant separated on or about 10 April 2018 and have lived separate and apart since that time and have not resumed the marital relationship.
5. There were no children born to the marriage.
6. On 8 December 2008, the parties entered into a Pre-marital Agreement which renders the issue of Equitable Distribution moot.
7. The Defendant's Answer to the Complaint contains no denial of the material allegations of Plaintiff's Complaint; based thereon, there is no genuine issue as to any material fact.

copy as on record in the office of the Clerk of Superior Court Watauga County.

Chinda Petr
Deputy Assistant Clerk
Date 8-26-19

and Plaintiff is entitled to entry of a Judgment of Absolute Divorce as a matter of law.

- 8. Defendant's counterclaims, if any raised in her written response, are severed from this Order.
- 9. Neither party has filed a request for jury trial with the Clerk of Superior Court prior to the call of this action for trial and each has waived his or her respective rights to have the facts determined by a jury.
- 10. The Plaintiff is entitled to an Absolute Divorce based on the grounds of being separated for in excess of one (1) year.

Based on the foregoing Findings of Fact, the Court makes the following

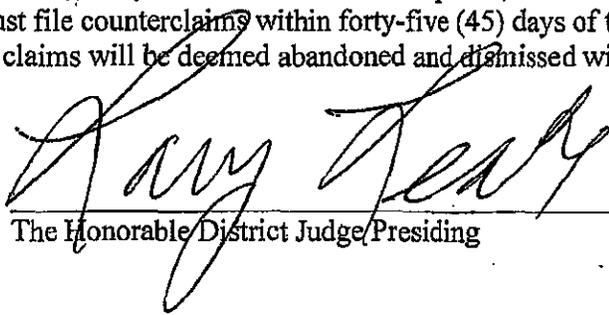
CONCLUSIONS OF LAW:

- 1. The Court has jurisdiction of the parties and the subject matter of this action.
- 2. The parties have waived their respective rights to have the facts determined by a jury.
- 3. There is no genuine issue of material fact and the Plaintiff is entitled to an absolute divorce by summary judgment.
- 4. The parties are able to comply with this Order.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- 1. The bonds of matrimony heretofore existing between the Plaintiff and Defendant are hereby dissolved and the Plaintiff is granted an absolute divorce from the Defendant.
- 2. Defendant's counterclaims, if any raised in her written response, are severed from this Order. Defendant must file counterclaims within forty-five (45) days of the entry of Divorce Judgment or claims will be deemed abandoned and dismissed with prejudice.

This the 6 day of June, 2019.



The Honorable District Judge Presiding

1040-U.S. Individual Income Tax Return 2018

Filing status: Single Married filing jointly Married filing separately Head of household Qualifying widow(er) OLIVER M JULIEN
Your first name and initial: BARBARA B Last name: JULIEN Your social security number: [REDACTED]

Your standard deduction: Someone can claim you as a dependent You were born before January 2, 1954 You are blind
If joint return, spouse's first name and initial: Last name: Spouse's social security number: [REDACTED]

Spouse standard deduction: Someone can claim your spouse as a dependent Spouse was born before January 2, 1954 Full-year health care coverage or exempt (see inst.)
Spouse is blind Spouse itemizes on a separate return or you were dual-status alien

Home address (number and street): 215 THE HIGH RD Apt. no.: Presidential Election Campaign (see inst.) You Spouse
City, town or post office, state, and ZIP code, if you have a foreign address, attach Schedule B: BOONE, NC 28607
If more than four dependents, see inst. and check here

Table with 4 columns: (1) First name, Last name, (2) Social security number, (3) Relationship to you, (4) Check if qualifies for (see inst.): Child tax credit, Credit for other dependents

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? Your signature: 86332 Date: 04-14-2019 Your occupation: MUSIC TEACHER/ORGANIST
Spouse's signature: Date: Spouse's occupation: If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Preparer's signature: Preparer's name: Bryce Holder Firm's name: Bryce Holder CPA PA Firm's address: PO Box 1908, Boone, NC 28607
Firm's EIN: 56-1433465 Phone no.: 828-264-3595 Check if: 3rd Party Designee Self-employed

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form 1040 (2018)

Main tax table with rows 1-23. Includes sections for Wages, Tax-exempt interest, Qualified dividends, IRAs, Social security benefits, Total income, Adjusted gross income, Standard deduction, Taxable income, Total tax, Refund, and Amount you owe.

SCHEDULE 1

(Form 1040)

Department of the Treasury
Internal Revenue Service

Name(s) shown on Form 1040

Additional Income and Adjustments to Income

▶ Attach to Form 1040.

▶ Go to www.irs.gov/Form1040 for instructions and the latest information.

OMB No. 1545-0074

2018

Attachment
Sequence No. **01**

Your social security number

BARBARA B JULIEN

Additional Income	1-9b	Reserved		1-9b		
	10	Taxable refunds, credits, or offsets of state and local income taxes		10		
	11	Alimony received		11		
	12	Business income or (loss). Attach Schedule C or C-EZ		12	745	
	13	Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>		13		
	14	Other gains or (losses). Attach Form 4797		14		
	15a	Reserved		15b		
	16a	Reserved		16b		
	17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	785	
	18	Farm income or (loss). Attach Schedule F		18		
	19	Unemployment compensation		19		
	20a	Reserved		20b		
	21	Other Income. List type and amount		21		
	22	Combine the amounts in the far right column. If you don't have any adjustments to income, enter here and include on Form 1040, line 6. Otherwise, go to line 23		22	1,530	
	Adjustments to Income	23	Educator expenses	23		
		24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106	24		
		25	Health savings account deduction. Attach Form 8869	25		
		26	Moving expenses for members of the Armed Forces. Attach Form 3903	26		
		27	Deductible part of self-employment tax. Attach Schedule SE	27	53	
		28	Self-employed SEP, SIMPLE, and qualified plans	28		
		29	Self-employed health insurance deduction	29		
		30	Penalty on early withdrawal of savings	30		
31a		Alimony paid b Recipient's SSN	31a			
32		IRA deduction	32			
33		Student loan interest deduction	33			
34		Reserved	34			
35		Reserved	35			
36		Add lines 23 through 35		36	53	

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 1 (Form 1040) 2018

EEA

Client

AGENDA ITEM 8:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. November Meeting Schedule

MANAGER'S COMMENTS:

The November 5th election day will be the same day as the scheduled Board meeting. Board of Elections requires the use of the board room during this time period. The Board will need to reschedule the meeting due to issues requiring Board action in the early month of November.

Staff would recommend the meeting be rescheduled to Wednesday, November 6, 2019 at 8:30 AM. Board action is required to reschedule the November 5th meeting to Wednesday, November 6th at 8:30 AM.

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AGENDA ITEM 8:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Announcements

MANAGER'S COMMENTS:

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



Caldwell Community College and Technical Institute

Office of the President

August 22, 2019



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

Dear Mr. Geouque:

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

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

Sincerely,

Mark J. Poarch, Ed.D.
President

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

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AGENDA ITEM 9:

PUBLIC COMMENT

AGENDA ITEM 10:

BREAK

AGENDA ITEM 11:

CLOSED SESSION

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

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

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