

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

**TUESDAY, SEPTEMBER 17, 2024
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, 2024, Regular Meeting September 3, 2024, Closed Session		1
	3	APPROVAL OF THE SEPTEMBER 17, 2024, AGENDA		7
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN TURNBOW	9
5:40	5	NORTH CAROLINA DEPARTMENT OF JUSTICE PRESENTATION	MS. HOLLY JONES	11
5:45	6	PROPOSED LETTER OF SUPPORT FOR APPHEALTHCARE GRANT APPLICATION	MS. KELLY WELSH	27
5:50	7	BID AWARD REQUEST FOR HOWARD KNOB PARK PROJECT	MR. WRIGHT TILLEY MR. CASE NEAL	29
5:55	8	REQUEST TO USE HUMAN SERVICES GRASSY AREA NEAR KING STREET FOR LOCAL CLOTHING MARKETS	MR. TREVOR SHUE	69
6:00	9	VAYA UPDATE	MR. DUSTIN BURLESON	73
6:05	10	RURAL OPERATING ASSISTANCE PROGRAM (ROAP) GRANT APPLICATION REQUEST	MR. CRAIG HUGHES	89
6:10	11	WATAUGA COUNTY ARTS COUNCIL	MS. AMBER BATEMAN	97
6:15	12	VALLE CRUCIS HISTORICAL PRESERVATION COMMITTEE PRESENTATION	MS. JULIE GATES MR. GARDNER HOOVER	115
6:20	13	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	139 141
6:25	14	DSS MOU	MR. TOM HUGHES	151
6:30	15	EMERGENCY SERVICES MATTERS A. Request for CRS Recorder AIS Upgrade B. Request for Tower Shelters C. Request to Surplus Fire Marshal Vehicle		175 179 199
6:35	16	PARKS AND RECREATION OUT-OF-STATE TRAVEL REQUEST	MS. KERON POTEAT	201

TIME	#	TOPIC	PRESENTER	PAGE
6:40	17	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Watauga County School Resource Officers		207
		B. Request for Declaration of Surplus and Sale – WCSO K-9		209
		C. Request to Schedule a Public Hearing to Allow Citizen Comment on Proposed Amendments to the Personnel Ordinance		213
		D. Boards and Commissions		309
		E. Announcements		313
6:45	18	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

September 3, 2024, Regular Meeting

September 3, 2024, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, SEPTEMBER 3, 2024**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, September 3, 2024, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

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

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

Commissioner Castle opened with a prayer and Commissioner Eggers, led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Turnbow called for additions and/or corrections to the August 20, 2024, regular minutes and closed session minutes.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the August 20, 2024, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Turnbow called for additions and/or corrections to the September 3, 2024, agenda.

County Manager Geouque requested to add a closed session per, G. S. 143-318.11(a)(3).

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the September 3, 2024, agenda as amended.

VOTE: Aye-5
 Nay-0

PUBLIC COMMENT

Mr. Nicholas Hammac shared concerns on continuous building, second homes, University expansion, and the resulting effects on the environment.

SHERIFF'S OFFICE PROPOSED CCTV UPGRADE FOR THE DETENTION CENTER IN FISCAL YEAR 2024-2025

On behalf of Major Kelly Redmon, Watauga County Sheriff's Office, the County Manager requested approval for the expenditure of funds for the upgrade of the Detention Center camera system. The cost of the upgrade was \$50,259 and was included in the FY 2024-25 budget.

County Manager Geouque stated that Major Redmon had requested more detailed information on the products to be used but had not heard back from the company to date.

After discussion, Commissioner Russell, seconded by Commissioner Eggers, moved to approve the expenditure of funds, in the amount of \$50,259, for the upgrade of the Detention Center camera system.

VOTE: Aye-5
Nay-0

PROPOSED AMENDMENTS TO RESOLUTION ESTABLISHING THE WATAUGA COUNTY DEPARTMENT OF SOCIAL SERVICES ADVISORY BOARD

Mr. Tom Hughes, DSS Director, presented recommendations to update the resolution stating the Social Services Advisory Board's bylaws. Dr. Reagan S. Breitenstein, Watauga County Department of Social Services Advisory Board Chair, was also in attendance. Mr. Hughes stated that one recommendation was to reduce terms to three years with a maximum of two terms. There also needed to be clarification on how to handle terms for those who have moved or have second homes away from Watauga County.

The County Manager had included the following in his comments: Staff would recommend that under 1 (a) a line be added at the end of the sentence to state, "The County Commissioners and County Manager shall have the final authority on the hiring/firing of the Social Services Director." Additionally, the Board may wish to consult with the County Attorney regarding the sharing of major incidents or concerns with the Advisory Board regarding DSS staff/personnel or community families due to privacy of personnel records, confidentially and liabilities, as the County is the ultimate responsible party.

County Attorney Capua stated that she had read the proposed amendments and spoke to Mr. Hughes. Ms. Capua recommended the Board take time to understand the details of the proposal and she needed to research how Statutes may affect the proposals. Mr. Hughes stated that the Advisory Board was there to assist the Department of Social Services and take the rules and make them fit. Ms. Capua stated that some changes could be approved at this meeting but others needed more review.

Commissioner Russell asked if the Advisory Board had a separate set of Bylaws and Mr. Hughes stated that the proposed document was the Bylaws.

After discussion, Chairman Turnbow recommended a committee be formed with Vice-Chairman Wallin (who represents the Board of Commissioners on the Advisory Board), Mr. Hughes, Dr. Breitenstein, the County Manager, and County Attorney to review the proposed amendments.

EMERGENCY SERVICES MATTERS

A. Proposed Communications Maintenance Contract Renewal

Mr. Will Holt, Emergency Services Director, requested approval of the renewal of the radio maintenance contract with Mobile Communications America in the amount of \$36,438.72. Funds were available in the current Fiscal Year 2024-2025 budget.

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to approve the contract with Mobile Communications America in the amount of \$36,438.72.

VOTE: Aye-5
Nay-0

B. Proposed CRS Recorder Maintenance Contract

Mr. Will Holt requested approval of a maintenance contract with Carolina Recording Systems of recorders at the Primary and back-up PSAPs in the amount of \$25,940.00. Funds were available in the current Fiscal Year 2024-2025 budget.

Commissioner Russell, seconded by Commissioner Castle, moved to approve the contract with Carolina Recording Systems in the amount of \$25,940.00.

VOTE: Aye-5
Nay-0

C. Proposed Easement

Mr. Will Holt requested approval of a proposed easement agreement for access to Watauga County property utilizing Hidden Pond Road. Mr. Holt stated that this was discussed a year ago and the County Attorney had reviewed the easement. County Attorney Capua stated that she just noticed the name of the law firm in the footer of the document needed to be updated. Ms. Capua stated that since Mr. Stark owned the majority of the property he most likely had given easements to the other property owners. If that was the case, then additional approval from those property owners would not be necessary. Commissioner Eggers asked Mr. Holt to please contact all property owners.

Commissioner Castle, seconded by Vice-Chairman Wallin, moved to approve the easement agreement as presented by Mr. Holt.

VOTE: Aye-5
Nay-0

SOIL AND WATER GRANT ACCEPTANCE REQUESTS

Ms. Michelle Kasey, Soil and Water, request approval for grants from multiple agencies. The grants were pass-through with the exception of the Valle Crucis Watauga River Access. The Soil and Water Board have already approved the grants.

The projects were shared with the Board as follows:

- Valle Crucis Watauga River Access - \$165,000 - Blue Ridge RC&D, Blue Ridge Conservancy, US Fish & Wildlife Service River access, stream restoration, riparian buffer, storm water wetland, including a parking lot and signage for public use. Purpose is to reduce erosion, reduce sedimentation, and to improve riparian habitat. Parking lot, sign and driveway complete. (Contract approved Jan 2023)
- UT to Dutch Creek - \$326,000 - NC Land and Water Fund, US Fish & Wildlife Service, Blue Ridge Conservancy, Blue Ridge RC&D Stream restoration, riparian corridor improvement – connecting two riparian areas together. Purpose is: County straightened stream in 1940's, project is to restore the original channel to meandering to address erosion and to improve wildlife habitat connectivity. Designs in place, project has not begun. (Contract approved February 2023)
- Vanderpool Creek & Farms - \$356,000 - NRCS–EQUIP, Resource Institute Stream Restoration, Riparian Buffer. Purpose is to address streambank erosion, riparian buffer improvement, aquatic habitat enhancement. NRCS–pasture practices have been completed. Stream restoration has not begun. (Contract approved March 2023)
- Green Valley Stream Restoration - \$61,550 - New River Conservancy Stream restoration, wetland enhancement, riparian buffer planting. Purpose is to stabilize stream banks, reduce sedimentation, aquatic barrier removal (habitat connectivity). Work has not begun – should begin in September. (Contract approved June 2023)
- Pine Orchard Creek (Trivette) - \$186,210 - Blue Ridge Environmental Consulting, EQUIP with NRCS Stream restoration - address stream bank erosion, exclude stream from cattle, improve riparian zone; 960' linear of stream and 1.1 acres of riparian buffer (has not started). (Contract approved August 2024)

Ms. Michelle Kasey stated that the Valle Crucis Watauga River Access project has begun but the other projects have not started at this time.

Commissioner Eggers, seconded by Commissioner Russell, moved to approve each of the grants as presented.

VOTE: Aye-5
Nay-0

Ms. Kasey also invited the Board to attend the 5th Grade Environmental Day on Thursday, September 5, 2024, at Cove Creek School.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Announcements

MANAGER’S COMMENTS:

County Manager Geouque announced the following:

- The High Country Council of Governments’ 49th Annual Banquet is scheduled for Friday, October 4, 2024, from 6:00 to 9:00 P.M. in the Grandview Ballroom at The Northwest End Zone, Appalachian State University.
- An Open House will be held for the newly renovated Lois E. Harrill Senior Center on September 25, 2024, from 1:00 to 3:00 P.M.

CLOSED SESSION

At 6:11 P.M., Vice-Chairman Wallin, seconded by Commissioner Castle, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Russell, seconded by Commissioner Eggers, moved to resume the open meeting at 6:44 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Castle, seconded by Vice-Chairman Wallin, moved to adjourn the meeting at 6:44 P.M.

VOTE: Aye-5
Nay-0

Larry Turnbow, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE SEPTEMBER 17, 2024, AGENDA

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AGENDA ITEM 4:

PUBLIC COMMENT

MANAGER'S COMMENTS:

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

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AGENDA ITEM 5:

NORTH CAROLINA DEPARTMENT OF JUSTICE PRESENTATION

MANAGER'S COMMENTS:

Ms. Holly Jones, NCDOJ, will provide information regarding the North Carolina Department of Justice. The presentation is for information only; therefore, no action is required at this time.



PROTECTING THE PEOPLE OF NORTH CAROLINA: An Update for Watauga County

Holly Jones

Public Protection Section

NORTH CAROLINA DEPARTMENT OF JUSTICE



Attorney General
Josh Stein

NCDOJ Mission

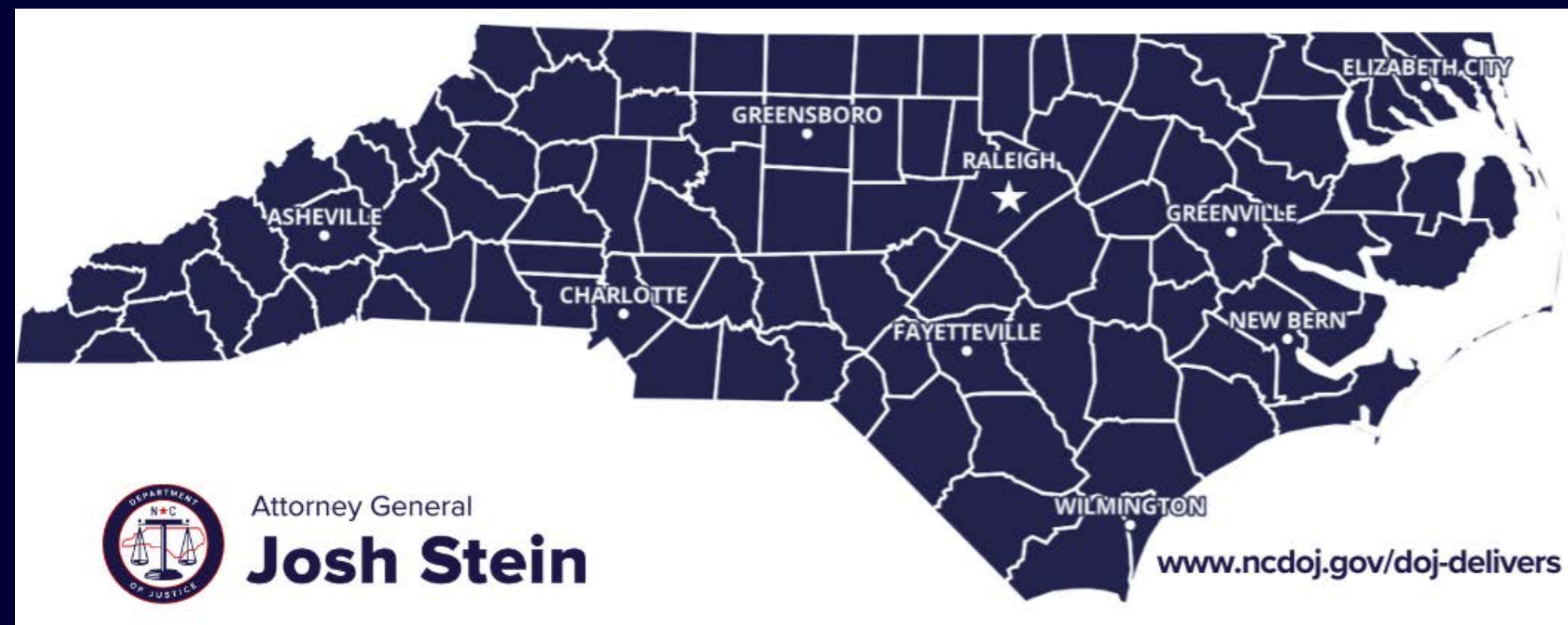
The North Carolina Department of Justice protects the people of North Carolina through its work

- To prevent crime and support law enforcement,
- To safeguard consumers, and
- To defend the State, its people, and their constitutional rights.



DOJ Delivers

The North Carolina Department of Justice (NCDOJ) delivers for North Carolinians in all 100 counties, working every day to keep people safe, support law enforcement, and protect consumers and families.



NCDOJ Update

Funds Won – Watauga County

- Opioid settlement: \$ 5.5 Million
- Funds won for Consumer:\$ 94,400
- Medicaid fraud: \$ 688,100
- Taxpayer funds won and grants: \$ 35,200
- Total Funds returned: \$ 6.3 Million



NCDOJ Update

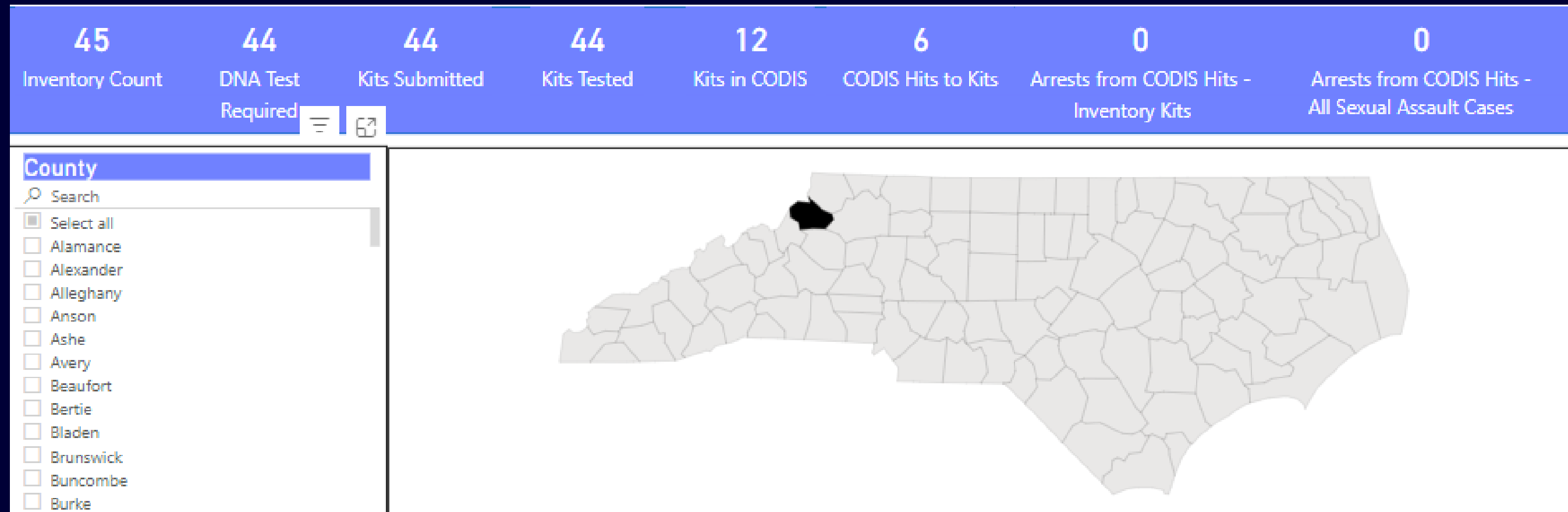
Law Enforcement – Watauga County

- Crime lab evidence submitted: 1543
- Law enforcement certifications: 285



NCDOJ Update Sexual Assault Kit Backlog

Sexual Assault Kits Tested



Watauga Sheriff (25), ASU Police (11); Boone PD (9)

ncdoj.gov/testthekits



How DOJ Delivers for You



NCDOJ Wins

1. Juul

- \$40 million for NC and commitments to modify their practices regarding young people

2. Dish Network

- \$14 million settlement for illegal robocalls in NC; money to public schools

3. Duke Energy

- Coal Ash Cleanup saving NC customers \$1.1 billion



NCDOJ at Work For Citizens

- HCA
- Meta
- Duke Energy



Watauga County

- NC DOJ Dogwood Awards
- Funds for conservation, including South Fork confluence

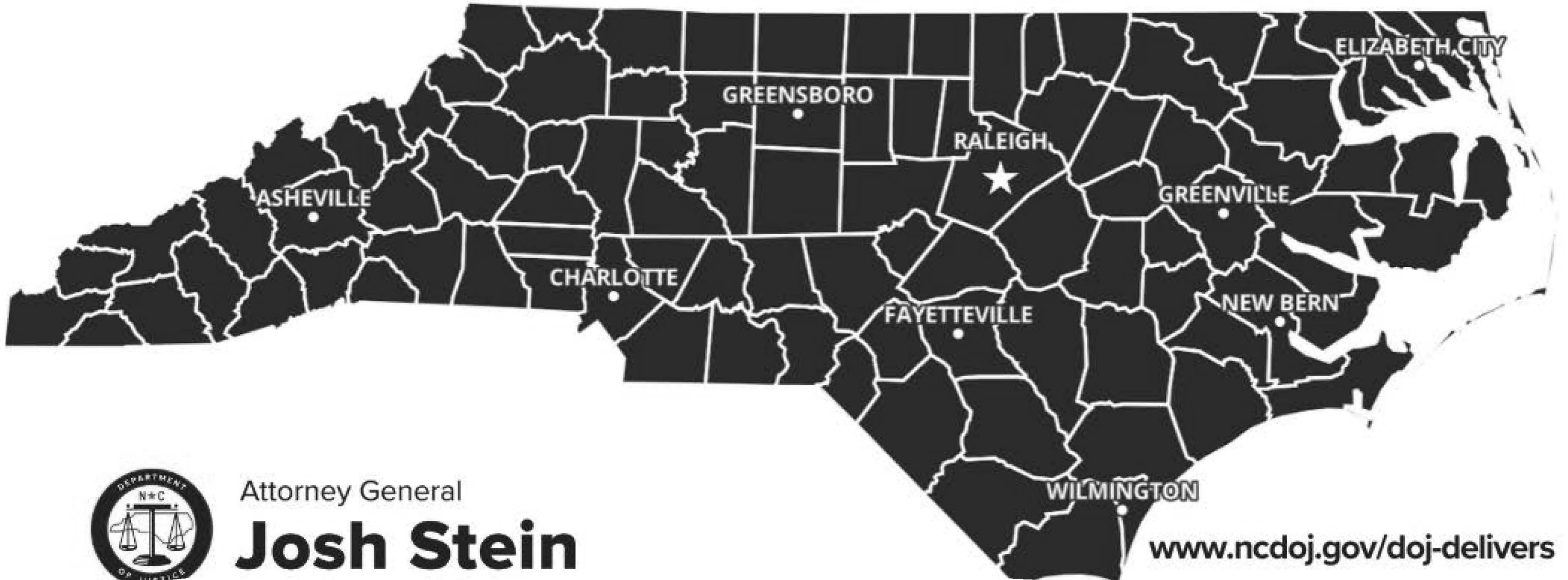


Opportunities to Work with NCDNJ

- Lethality Assessment Program
- Criminal Justice Fellows Program
- Educational Outreach to Public
 - Internet Safety, Scams and Frauds
 - Protecting the Next Generation of North Carolinians Webinar Series
 - Social Media Town Hall Series



DOJ Delivers



Attorney General
Josh Stein

www.ncdoj.gov/doj-delivers

Contact Us

- **NCDOJ:**
 - ncdoj.gov
 - Call: 919-716-6400
- **Medicaid Investigations Division:**
 - ncdoj.gov/MID
 - To report Medicaid provider fraud or patient abuse: 919-881-2320
- **Public Protection Section:**
 - ncdoj.gov/public-protection
 - To request a presentation: ncdoj.gov/outreach
 - Call: 919-716-6780
- **Consumer Protection Division:**
 - ncdoj.gov/protecting-consumers
 - To file a Consumer Complaint: ncdoj.gov/complaint
 - Call: 1-877-NO-SCAM (566-7226) ~En Espanol 919-716-0058



To Learn More

- **NCDOJ Criminal Division:**
 - ncdoj.gov/responding-to-crime
- **State Crime Laboratory:**
 - ncdoj.gov/crime-lab
- **Sheriffs' and Criminal Justice Education & Training Standards Commissions:**
 - ncdoj.gov/law-enforcement-training
- **Justice Academy:**
 - ncdoj.gov/ncja
- **Civil Rights Unit:**
 - ncdoj.gov/cru
- **Environmental Division:**
 - ncdoj.gov/protecting-the-environment/
 - To apply for an EEG: ncdoj.gov/eeg



AGENDA ITEM 6:

PROPOSED LETTER OF SUPPORT FOR APPHEALTHCARE GRANT APPLICATION

MANAGER'S COMMENTS:

Ms. Kelly Walsh, AppHealthCare, will request the Board adopt the letter of support included in the packet. The purpose of the letter is to support AppHealthCare in their application to Health Resources and Service Administration (HRSA) to expand primary care, substance use disorder treatment, and behavioral health care.

Board action is required to approve the letter of support as presented.



County of Watauga

Administration Building, Suite 205 • 814 West King Street • Boone, North Carolina 28607

BOARD OF COMMISSIONERS

Larry Turnbow, Chairman
Charlie Wallin, Vice-Chairman
Todd Castle
Braxton Eggers
Ray Russell

Telephone 828-265-8000
TDD 1-800-735-2962
Voice 1-800-735-8262

COUNTY MANAGER
Deron T. Geouque

COUNTY ATTORNEY
Andrea Capua

September 17, 2024

Jennifer Greene, Health Director/CEO
AppHealthCare
126 Poplar Grove Connector
Boone, NC 28607

Dear Ms. Greene:

We are pleased to submit this letter of support for the Appalachian District Health Department dba AppHealthCare application to HRSA for the New Access Point application to expand primary care, substance use disorder treatment, and behavioral health care at the Watauga Health Center located at 126 Poplar Grove Connector in Boone, NC.

We acknowledge the fact that AppHealthCare is well positioned to expand on its existing foundational public health work to meet community needs to ensure all people have access to care for these needed services. We believe that providing services to all people, regardless of their ability to pay and insurance status, will help us address the ongoing burden of the opioid crisis and mental health in our community.

Through the collaborative approach that AppHealthCare has with surrounding providers and community partners, we see a great opportunity to expand the reach and positive impact in Watauga County.

Sincerely,

Larry Turnbow, Chairman
Watauga County Board of Commissioners

AGENDA ITEM 7:

BID AWARD REQUEST FOR HOWARD KNOB PARK PROJECT

MANAGER'S COMMENTS:

Mr. Case Neal, Destination by Design, will request the Board approve MBI Builders, LLC as the lowest responsive bidder for the Howard Knob Park project in the amount of \$2,106,708. The project requires no County funding and will be paid by the Watauga TDA and grant funds.

Board approval is required to accept the bid from MBI Builders, LLC for the Howard Knob Park project in the amount of \$2,106,708.

Destination by Design Studios, PLLC
136 Furman Road, Suite 6
Boone NC 28607



September 09, 2024

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

Re: Howard Knob Park

Dear Mr. Geouque,

We have reviewed the bids submitted for the above-referenced project on August 22, 2024. Following the Bid Opening, the apparent low bidder was MBI Builders, LLC.

Having not received a sufficient number of bidders during the first bidding period and receiving three (3) bids during the second bid release we recommend the project be awarded to the lowest responsive and responsible Bidder as follows:

MBI Builders, LLC

Base Bid \$2,106,708.00

Please find attached a copy of the bid tabulation sheets for this Project.

If you have any questions or comments, please contact us at your earliest convenience.

Thank you,

A handwritten signature in blue ink that reads "Casey Neal". The signature is fluid and cursive, with a large initial 'C' and 'N'.

Case Neal, PLA
Destination by Design Studios, PLLC

Bid Tabulation

Date: 08/22/24



Owner: Watauga County
Project: Howard Knob Park

Bidder's Name (GC)	Greene Construction	MBI	Bar Construction	
Base Bid	\$3,716,727.00	\$2,106,708.00	\$2,724,000.00	
Rank	3	1	2	

Add Alternates					
1	Standing Seam Corten Roof	\$23,282.00	\$26,435.00	\$66,000.00	
2	Exposed Fastener Corten Roof	\$19,956.00	\$22,913.00	\$57,000.00	
3	Additional Parking	\$17,400.00	\$11,586.00	\$18,000.00	
4	Rock Removal	\$438.62	\$400.00	\$450.00	
5	Soil Removal	\$54.83	\$40.00	\$60.00	
6	Select Fill	\$54.83	\$40.00	\$60.00	
Alternates Subtotal		\$60,638.00	\$60,934.00	\$141,000.00	\$0.00
Base Bid + Alternates		\$3,777,365.00	\$2,167,642.00	\$2,865,000.00	\$0.00

Explanation of Rejected Bidders				

I certify that this is a true tabulation of bids received.

Casey Neal, PLA
 Destination by Design Studios, PLLC

BID ENVELOPE

Bid to: Watauga County
 For the Project: Howard Knob Park
 Project Designer: Destination by Design Studios, PLLC.

Any blank spaces may cause bid to be unacceptable and rejected. Provide state contractor license number, expiration date, and classification for Bidder and listed subcontractors, as applicable. Provide all names as used for licensing or other legal transactions.		
Bidder Identification:	North Carolina Contractor License Information:	
Bidder: MBI Builders LLC	License Number:	68825
Project Manager: John Fesperman	License Classification Applicable to Project:	General Contractor
Superintendent: Jamye Macemore	License Expiration Date:	12.31.2024
	Dollar Limit	\$(Unlimited)
Subcontractors to be used on this Project: (or Bidder, if Bidder is to perform the work) <ul style="list-style-type: none"> If any work, regardless of dollar value, is required for subcontractor category, list subcontractors that will perform that work. Or, if Bidder will perform that work in a category with Bidder's own forces, fill in Bidder's name as subcontractor. If no work is required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable). If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number column, but still write the subcontractor's name. 		
Grading <small>(Note: This space must be filled in or the bid may not be opened.)</small>	Name: Jessie Gilliam	License Number: 66862
	Classification: H(Grading & Excavating)	Expiration Date: 12.31.2024
Paving <small>(Note: This space must be filled in or the bid may not be opened.)</small>	Name: Tri-County Paving	License Number: L-30777
	Classification: Building, Highway	Expiration Date: 12.31.24
Plumbing <small>(Note: This space must be filled in or the bid may not be opened.)</small>	Name: N/R	License Number: —
	Classification: —	Expiration Date: —
Electrical <small>(Note: This space must be filled in or the bid may not be opened.)</small>	Name: N/R	License Number: —
	Classification: —	Expiration Date: —
Landscaping <small>(Note: This space must be filled in or the bid may not be opened.)</small>	Name: Ingle & Son	License Number: 0340
	Classification: Landscape	Expiration Date: 07.31.2025
This Bid Envelope approved for public opening: <div style="text-align: right; margin-top: 10px;"> Signature of Designer or their representative </div>		

DESTINATION BY DESIGN STUDIOS, PLLC

Howard Knob Park

6/11/2024

Boone, NC

SECTION 00 40 00
BID FORM

**Howard Knob Park
Boone, NC**

Bid of: MBI Builders, LLC
(Name of Bidder)

Address 529 Main Street

City State North Wilkesboro, NC

Phone 336-973-3402

Date August 22, 2024

The undersigned, having carefully examined the Site, the conditions affecting the Work, the Bidding Documents dated **05/15/2024**, entitled "Howard Knob Park" prepared by Destination by Design Studios PLLC, Boone, North Carolina, do hereby offer to furnish all labor, materials, tools, equipment, plant transportation, machinery, supplies, taxes and services necessary to complete the Work in compliance with the Contract Documents, including Addenda Nos. (1, 2, 3) issued prior to the Bid Date, which is/are hereby acknowledged, for the following considerations:

BASE BID

For all Work complete, the lump sum amount of:

Two Million One Hundred Six Thousand Seven Hundred Eight Dollars (\$ 2,106,708.00)

UNIT PRICES

Rock Removal Dollars (\$ 400.00)/Cubic Yard
 (Total estimated cut is 550 cubic yards. Bidders shall assume 55% (300 cy) will be rock to be removed and shall include this amount in their base bid. Quantities above this amount will be billed at the unit price above.)

Unsuitable Soils Removal Dollars (\$ 40.00)/Cubic Yard
 (Total estimated cut is 550 cubic yards. Bidders shall assume 20% (112.5 cy) will be unsuitable soils to be removed and shall include this amount in their base bid. Quantities above this amount will be billed at the unit price above.)

Import of Select Fill Dollars (\$ 40.00)/Cubic Yard
 (Total estimated fill is 1100 cubic yards. Bidders shall assume 50% (550 cy) will be imported fill and shall include this amount in their base bid. Quantities above this amount will be billed at the unit price above.)

ADD ALTERNATES

Add Alternate #1 - Standing Seam Corten Roof Dollars (\$ 26,435.00)
 Add Alternate #2 - Exposed Fastener Corten Roof Dollars (\$ 22,913.00)
 Add Alternate #3 - Additional Parking Dollars (\$ 11,586.00)

TIME FOR COMPLETION OF THE WORK

The undersigned agrees to commence work within thirty (30) days of acceptance of the bid and complete the project within **365** calendar days.

SUPPLEMENTS TO THE BID FORM

The following items shall be supplied with this Bid Form and must be included for the Bid to be considered complete.

1. Bid Security.
2. Bid Envelope (attached).
3. List of at least three projects similar in scope to this project successfully completed by the Bidder including the name of the project, location, scope of work, cost of construction, and owner's name and contact with phone number.
4. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
5. Contractor's Proposed Schedule of Values (See included form). The Contractor's Schedule of Values is solely for the comparison of bids.
6. DBE Identification of Hub Certified/ Minority Business Participation, Affidavit A, Affidavit B.

ACCEPTANCE OF PROPOSAL

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty days after the date of the opening of the Bids, the Owner and Bidder will execute an Agreement in accordance with the Bid as accepted.

The Bidder will furnish a Performance Bond and Labor and Material Payment Bond with such surety or sureties as the Owner may approve. It is understood that the costs for the bonds are included in the Base Bid amount.

By submitting a Bid, the Bidder agrees that from his/her own investigation he/she has satisfied him- self/herself as to the nature and location of the Work, the general and local conditions, and all matters which may, in any way, affect the Work or its performance. As a result of such examination and investigation, Bidder fully understands the intent and purpose of the Documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the foregoing procedure and to familiarize himself/herself with the Documents and all conditions that might affect the Work will not be allowed.

The Bidder further agrees that this Bid is based upon the materials, equipment and systems required by the Documents without exception and that no substitutions have been made.

SIGNATURE OF BIDDER



(seal if a corporation) Bidder MBI Builders, LLC
 (Firm Name)
 By Bradley Meade
 Title President
 State of Incorporation North Carolina

Names of Officers:

President Bradley Meade

Secretary _____

Treasurer _____

Names of Key Members of the Firm: (unincorporated organizations)

END OF SECTION 00 40 00

CNA SURETY

Bond No. _____

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MBI Builders LLC
529 Main Street
North Wilkesboro NC 28659

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Watauga County
814 West King Street, Suite 205
Boone NC 28607

BOND AMOUNT: 5% of the amount bid

PROJECT:

(Name, location or address, and Project number, if any)

The Howard Knob Park Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of August, 2024

Elizabeth Oliver
(Witness)

Cindy Walton
(Witness)

Bradley Meade
(Principal)

President
(Title)

Western Surety Company

(Surety)

Margaret S. Younce
(Title) Power Of Attorney

(Seal)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Claude C Faw III, Ann H Tuttle, Margaret S Younce, Penny Severt Jones, Larry Brian Pierce, Individually

of North Wilkesboro, NC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of June, 2021.



WESTERN SURETY COMPANY

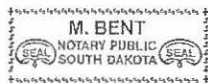
Paul T. Brufat

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of June, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **22nd** day of **August, 2024**



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



PO Box 1013
529 Main Street
North Wilkesboro, NC 28659

Statement of NO Disputes, Litigation, Arbitration, and Surety Completion

I, Bradley Meade, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

MBI Builders, LLC
(Bidder/Proposer name as shown on Bid/Proposal)

Nor Bradley Meade
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in Disputes, Litigation, Arbitration, or Surety Completion.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 22nd day of August 2024 at North Wilkesboro, NC
(month and year) (city and state)

by *Bradley Meade*
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)



PO Box 1013
529 Main Street
North Wilkesboro, NC 28659

Receipt of Addendum

Addendum 1

Dated July 15, 2024

Received by MBI Builders

Addendum 2

Dated July 26, 2024

Received by MBI Builders

Addendum 3

Dated August 21, 2024

Received by MBI Builders

Addendum 3-Revised

Dated August 21, 2024

Received by MBI Builders



PO Box 1013
529 Main Street
North Wilkesboro, NC 28659

Projects Similar in Scope to Howard Knob Park

1. Lake James State Park New Tent Camping Loop

Location: Nebo, NC

Scope of Work: Consists of clearing and grading for approx. 3100 LF of new asphalt pavement, new construction of an 1163 SF bath house including septic system, construction of 34 new camp sites, and installation of a new storm drainage system.

Cost of Work: \$1,849,000.00

Owner: North Carolina Department of Environment and Natural Resources Division of Parks and Recreation

Contact:

Lance White

Office: 919-707-9318

Mobile: 919-280-5261

Email: lance.white@ncparks.gov

2. South Mountains State Park: Jacobs Fork Section Campground Renovations

Location: Connelly Springs, NC

Scope of Work: construction of a 920-sf restroom/shower facility; renovation of an existing vault toilet facility to be a conventional toilet room; construction of utility extensions and a new septic system; road extensions and development at the Jacob's Fork Primitive Campground and the construction of nine new campsites.

Cost of Work: \$542,500.00

Owner: North Carolina Department of Environment and Natural Resources Division of Parks and Recreation

Contact:

Lance White

Office: 919-707-9318

Mobile: 919-280-5261

Email: lance.white@ncparks.gov

3. Lake Norman State Park: Dragonfly Exhibit Trail Structures

Location: Troutman, NC

Scope of Work: demolition of existing building elements and site elements, site clearing and grading, installation of new asphalt trails and drives, new concrete walks, slabs and ramps, new concrete foundations, new pipe rail and decorative railing systems, new wood frame platforms, new composite lumber and decking, replacement of existing roof decking, new asphalt shingles and underlayment, and seeding of disturbed areas.

Cost of Work: \$338,600.00

Owner:

State of North Carolina, Through Department of Environment & Natural Resources,
Division of Parks & Recreation

Contact:

Lance White

Office: 919-707-9318

Mobile: 919-280-5261

Email: lance.white@ncparks.gov

BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION AND SURETY COMPLETION (LAST 3 YEARS)

Project:	N/A	
Name and Address of Owner or Engineer:	N/A	
Name and Phone Number of Owner or Engineer Representative:	N/A	
Contract Date:	Amount: N/A	Status: N/A

Project:	N/A	
Name and Address of Owner or Engineer:	N/A	
Name and Phone Number of Owner or Engineer Representative:	N/A	
Contract Date:	Amount: N/A	Status: N/A

Project:	N/A	
Name and Address of Owner or Engineer:	N/A	
Name and Phone Number of Owner or Engineer Representative:	N/A	
Contract Date:	Amount: N/A	Status: N/A

Project:	N/A	
Name and Address of Owner or Engineer:	N/A	
Name and Phone Number of Owner or Engineer Representative:	N/A	
Contract Date:	Amount: N/A	Status: N/A

Provide additional copies of this sheet as necessary.

DESTINATION BY DESIGN STUDIOS, PLLC

Howard Knob Park

6/11/2024

Boone, NC

BIDDER'S SCHEDULE OF VALUES
(FOR BIDDING PURPOSES ONLY)

ITEM	DESCRIPTION	AMOUNT
1	MOBILIZATION	\$48,000.00
2	GENERAL CONDITIONS	\$95,372.00
3	EROSION & SEDIMENT CONTROL	\$40,722.00
4	GRADING & DRAINAGE	\$335,020.00
5	BOULDER RETAINING WALLS	\$199,680.00
6	ASPHALT PARKING	\$54,270.00
7	CONCRETE SIDEWALK/CURB & GUTTER	\$72,658.00
8	PAVERS	\$15,720.00
9	LANDSCAPING	\$51,841.00
10	FENCING & GATES	\$31,266.00
11	WELDED MESH RAILING	\$54,875.00
12	FURNISHINGS (TABLES, BENCHES, TRASH)	\$14,811.00
13	SHELTER IMPROVEMENTS	\$15,960.00
14	PORTABLE RESTROOM ENCLOSURE	\$11,694.00
15	SIGNAGE	\$14,377.00
16	OTHER	\$1,050,442.00
	TOTAL (EQUAL TO BASE BID)	\$2,106,708.00

ADD ALTERNATES

1	REMOVE EXISTING PAVILION ROOF AND REPLACE WITH 16" O.C. STANDING SEAM CORTEN STEEL ROOF	\$26,435.00
2	REMOVE EXISTING PAVILION ROOF AND REPLACE WITH EXPOSED FASTENED CORRUGATED CORTEN STEEL ROOF	\$22,913.00
3	ADDITIONAL PARKING (5 ADDITIONAL SPACES)	\$11,586.00

DESTINATION BY DESIGN STUDIOS, PLLC

Howard Knob Park

8/7/2024

Boone, NC

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Watauga

(Name of Bidder)

Affidavit of MBI Builders LLC

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: Aug 22, 2024 Name of Authorized Officer: Bradley Meade

Signature: Bradley Meade

Title: President



State of North Carolina County of Wilkes
Subscribed and sworn to before me this 22nd day of August 2024
Notary Public Elizabeth Oliver
My commission expires July 19, 2027

BID ENVELOPE

Bid to: Watauga County
 For the Project: Howard Knob Park
 Project Designer: Destination by Design Studios, PLLC.

Any blank spaces may cause bid to be unacceptable and rejected. Provide state contractor license number, expiration date, and classification for Bidder and listed subcontractors, as applicable. Provide all names as used for licensing or other legal transactions.		
Bidder Identification: Greg Tillman	North Carolina Contractor License Information:	
Bidder: Bar Construction Co., Inc.	License Number: 7973	
Project Manager: <i>Greg Tillman</i>	License Classification Applicable to Project: General Contracting - Building - Highway	
Superintendent: <i>Mark Himes</i>	License Expiration Date: 12/31/2024	
		Dollar Limit: \$(<u>Unlimited</u>)
Subcontractors to be used on this Project: (or Bidder, if Bidder is to perform the work) <ul style="list-style-type: none"> If any work, regardless of dollar value, is required for subcontractor category, list subcontractors that will perform that work. Or, if Bidder will perform that work in a category with Bidder's own forces, fill in Bidder's name as subcontractor. If no work is required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable). If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number column, but still write the subcontractor's name. 		
Grading (Note: This space must be filled in or the bid may not be opened.)	Name: <i>Thomas Brass Brown Const</i>	License Number: <i>NA</i>
	Classification: <i>NA</i>	Expiration Date: <i>NA</i>
Paving (Note: This space must be filled in or the bid may not be opened.)	Name: <i>Moretz Paving</i>	License Number: <i>NA</i>
	Classification: <i>NA</i>	Expiration Date: <i>NA</i>
Plumbing (Note: This space must be filled in or the bid may not be opened.)	Name: <i>NA</i>	License Number: <i>NA</i>
	Classification: <i>NA</i>	Expiration Date: <i>NA</i>
Electrical (Note: This space must be filled in or the bid may not be opened.)	Name: <i>NA</i>	License Number: <i>NA</i>
	Classification: <i>NA</i>	Expiration Date: <i>NA</i>
Landscaping (Note: This space must be filled in or the bid may not be opened.)	Name: <i>Mid South Irrigation</i>	License Number: <i>CL 0243</i>
	Classification: <i>Corporate Landscape</i>	Expiration Date: <i>7/31/2025</i>
This Bid Envelope approved for public opening:		
		Signature of Designer or their representative

DESTINATION BY DESIGN STUDIOS, PLLC

Howard Knob Park

6/11/2024

Boone, NC

SECTION 00 40 00
BID FORM

Howard Knob Park
Boone, NC

Bid of: Bar Construction Co., Inc.
(Name of Bidder)

Address 611A Industrial Ave.

City State Greensboro, NC 27406

Phone 336 274 2477

Date Aug 22 2024

The undersigned, having carefully examined the Site, the conditions affecting the Work, the Bidding Documents dated **05/15/2024**, entitled "Howard Knob Park" prepared by Destination by Design Studios PLLC, Boone, North Carolina, do hereby offer to furnish all labor, materials, tools, equipment, plant transportation, machinery, supplies, taxes and services necessary to complete the Work in compliance with the Contract Documents, including Addenda Nos. (1, 2, 3) issued prior to the Bid Date, which is/are hereby acknowledged, for the following considerations:

BASE BID

For all Work complete, the lump sum amount of:

Two Million Seven Hundred Twenty Four Thousand Dollars (\$ 2,724,000)

UNIT PRICES

Rock Removal Dollars (\$ 450)/Cubic Yard
(Total estimated cut is 550 cubic yards. Bidders shall assume 55% (300 cy) will be rock to be removed and shall include this amount in their base bid. Quantities above this amount will be billed at the unit price above.)

Unsuitable Soils Removal Dollars (\$ 60)/Cubic Yard
(Total estimated cut is 550 cubic yards. Bidders shall assume 20% (112.5 cy) will be unsuitable soils to be removed and shall include this amount in their base bid. Quantities above this amount will be billed at the unit price above.)

Import of Select Fill Dollars (\$ 60)/Cubic Yard
(Total estimated fill is 1100 cubic yards. Bidders shall assume 50% (550 cy) will be imported fill and shall include this amount in their base bid. Quantities above this amount will be billed at the unit price above.)

ADD ALTERNATES

Add Alternate #1 - Standing Seam Corten Roof Dollars (\$ 66,000)
 Add Alternate #2 - Exposed Fastener Corten Roof Dollars (\$ 57,000)
 Add Alternate #3 - Additional Parking Dollars (\$ 18,000)

DESTINATION BY DESIGN STUDIOS, PLLC

Howard Knob Park

8/21/2024

Boone, NC

TIME FOR COMPLETION OF THE WORK

The undersigned agrees to commence work within thirty (30) days of acceptance of the bid and complete the project within **365** calendar days.

SUPPLEMENTS TO THE BID FORM

The following items shall be supplied with this Bid Form and must be included for the Bid to be considered complete.

1. Bid Security.
2. Bid Envelope (attached).
3. List of at least three projects similar in scope to this project successfully completed by the Bidder including the name of the project, location, scope of work, cost of construction, and owner's name and contact with phone number.
4. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
5. Contractor's Proposed Schedule of Values (See included form). The Contractor's Schedule of Values is solely for the comparison of bids.
6. DBE Identification of Hub Certified/ Minority Business Participation, Affidavit A, Affidavit B.

ACCEPTANCE OF PROPOSAL

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty days after the date of the opening of the Bids, the Owner and Bidder will execute an Agreement in accordance with the Bid as accepted.

The Bidder will furnish a Performance Bond and Labor and Material Payment Bond with such surety or sureties as the Owner may approve. It is understood that the costs for the bonds are included in the Base Bid amount.

By submitting a Bid, the Bidder agrees that from his/her own investigation he/she has satisfied him- self/herself as to the nature and location of the Work, the general and local conditions, and all matters which may, in any way, affect the Work or its performance. As a result of such examination and investigation, Bidder fully understands the intent and purpose of the Documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the foregoing procedure and to familiarize himself/herself with the Documents and all conditions that might affect the Work will not be allowed.

The Bidder further agrees that this Bid is based upon the materials, equipment and systems required by the Documents without exception and that no substitutions have been made.



Bidder Bar Construction Co., Inc.
 (Firm Name)
 By Greg Tillman
 Title Vice President
 State of Incorporation North Carolina

Names of Officers:

President Glenn O Hodges Jr
 Secretary Jennifer W Hodges
 Treasurer Glenn Hodges Jr

Names of Key Members of the Firm: (unincorporated organizations)

END OF SECTION 00 40 00

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Bar Construction Company, Inc. _____ as principal, and Fidelity and Deposit Company of Maryland _____, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Watauga County _____ as obligee, in the penal sum of Five Percent of Amount Bid _____ 5% _____ DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 22nd day of August, 2024

WHEREAS, the said principal is herewith submitting proposal for

Q24-147, Howard Knob Park _____ and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Bar Construction Company, Inc. _____

By: _____

[Handwritten signature]



(SEAL)

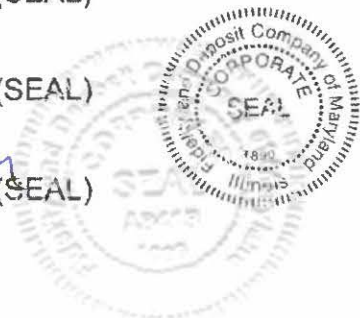
Fidelity and Deposit Company of Maryland _____ (SEAL)

By: _____

[Handwritten signature: Angela Y. Buckner]

Angela Y. Buckner, Attorney-in-Fact

Surety Phone No. 847-605-6000



(SEAL)

Bond Number: Bid Bond

Obligee: Watauga County

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Angela Y. Buckner**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

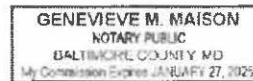
By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposited and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of August, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

611-A Industrial Ave. · Greensboro, NC 27406 · (336) 274-2477 · Fax (336) 274-8694

August 19, 2024

List of Similar Projects

Heritage Farm Park

Oak Ridge, NC

Installation of 2 multi purpose athletic fields, a picnic shelter, restroom facility with supporting infrastructure; 6,850LF asphalt walking trail, parking lot, stormwater, well pump house and irrigation
\$4,790,000

Town of Oak Ridge Bill Bruce 336 644 7009

Salem Lake Park Ph 2 Improvements

Winston-Salem, NC

Construction of a new Pavilion & Boat Storage building – 2 levels 3,400SF; storage and office spaces, restroom; open air shelter for boat storage. Construction of a Picnic Shelter 3,600SF. Included associated site work for parking lots, sidewalks, site ramps, boat launch with floating dock and slips, lakefront bulkhead repairs

\$2,260,660

City of Winston-Salem Recreation & Park Dept. Robert Prestwood 336 747 6985

Quarry Park Development

Winston-Salem, NC

Installation of an overlook structure, comfort station, site amenities, asphalt drive and paths, curbs & gutters, retaining wall, guard rails, water and sewer, electrical services, landscaping

\$4,557,456

City of Winston-Salem Robert Prestwood 336 747 6985

BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION AND SURETY COMPLETION (LAST 3 YEARS)

No disputes, litigation or arbitrations. Consents of Surety are completed for all of our bonded work.

Project:		
Name and Address of Owner or Engineer:		
Name and Phone Number of Owner or Engineer Representative:		
Contract Date:	Amount:	Status:

Project:		
Name and Address of Owner or Engineer:		
Name and Phone Number of Owner or Engineer Representative:		
Contract Date:	Amount:	Status:

Project:		
Name and Address of Owner or Engineer:		
Name and Phone Number of Owner or Engineer Representative:		
Contract Date:	Amount:	Status:

Project:		
Name and Address of Owner or Engineer:		
Name and Phone Number of Owner or Engineer Representative:		
Contract Date:	Amount:	Status:

Provide additional copies of this sheet as necessary.

BIDDER'S SCHEDULE OF VALUES
(FOR BIDDING PURPOSES ONLY)

ITEM	DESCRIPTION	AMOUNT
1	MOBILIZATION	60,000
2	GENERAL CONDITIONS	350,000
3	EROSION & SEDIMENT CONTROL	10,000
4	GRADING & DRAINAGE	450,000
5	BOULDER RETAINING WALLS	200,000
6	ASPHALT PARKING	56,000
7	CONCRETE SIDEWALK/CURB & GUTTER	200,000
8	PAVERS	15,000
9	LANDSCAPING	50,000
10	FENCING & GATES	40,000
11	WELDED MESH RAILING	40,000
12	FURNISHINGS (TABLES, BENCHES, TRASH)	10,000
13	SHELTER IMPROVEMENTS	18,000
14	PORTABLE RESTROOM ENCLOSURE	10,000
15	SIGNAGE	15,000
16	OTHER	1,200,000
	TOTAL (EQUAL TO BASE BID)	2,734,000

ADD ALTERNATES

1	REMOVE EXISTING PAVILION ROOF AND REPLACE WITH 16" O.C. STANDING SEAM CORTEN STEEL ROOF	66,000
2	REMOVE EXISTING PAVILION ROOF AND REPLACE WITH EXPOSED FASTENED CORRUGATED CORTEN STEEL ROOF	57,000
3	ADDITIONAL PARKING (5 ADDITIONAL SPACES)	18,000

DESTINATION BY DESIGN STUDIOS, PLLC

Howard Knob Park

6/11/2024

Boone, NC

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of HUB Certified/ Minority Business Participation

I, Greg Tillman for Bar Construction Co., Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
<i>Mid South Irrigation Winston Salem 3367657475</i>	<i>Landsaping</i>	<i>F</i>	<i>Y</i>

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 50,000.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Guilford

(Name of Bidder)

Affidavit of Greg Tillman for Bar Construction Co., Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 8-22-24 Name of Authorized Officer: Greg Tillman
 Signature: _____
 Title: Vice President



State of North Carolina, County of Guilford
 Subscribed and sworn to before me this 22 day of Aug 2024
 Notary Public Kathy C Bryant
 My commission expires 9-01-2029

BID ENVELOPE

Bid to: Watauga County
 For the Project: Howard Knob Park
 Project Designer: Destination by Design Studios, PLLC.

Any blank spaces may cause bid to be unacceptable and rejected.		
Provide state contractor license number, expiration date, and classification for Bidder and listed subcontractors, as applicable. Provide all names as used for licensing or other legal transactions.		
Bidder Identification:	North Carolina Contractor License Information:	
Bidder: Greene Construction, Inc.	License Number:	1610
Project Manager: Kevin Marshall (subject to change based on project start)	License Classification Applicable to Project:	Unlimited
Superintendent: Joe Thomas (subject to change based on project start)	License Expiration Date:	12-31-2024
	Dollar Limit	\$(Unlimited)
Subcontractors to be used on this Project: (or Bidder, if Bidder is to perform the work) <ul style="list-style-type: none"> If any work, regardless of dollar value, is required for subcontractor category, list subcontractors that will perform that work. Or, if Bidder will perform that work in a category with Bidder's own forces, fill in Bidder's name as subcontractor. If no work is required in a subcontractor category, write "N/R " (None Required) or "N/A" (Not Applicable). If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number column, but still write the subcontractor's name. 		
Grading (Note: This space must be filled in or the bid may not be opened.)	Name: Greer Brothers	License Number: 75224
	Classification: Highway	Expiration Date: 12-31-2024
Paving (Note: This space must be filled in or the bid may not be opened.)	Name: Shatley Investments	License Number: 59497
	Classification: Highway	Expiration Date: 12-31-2024
Plumbing (Note: This space must be filled in or the bid may not be opened.)	Name: N/A	License Number: N/A
	Classification: N/A	Expiration Date: N/A
Electrical (Note: This space must be filled in or the bid may not be opened.)	Name: N/A	License Number: N/A
	Classification: N/A	Expiration Date: N/A
Landscaping (Note: This space must be filled in or the bid may not be opened.)	Name: Ingle & Son	License Number: 0340
	Classification: NC Certified Landscaping Contractor	Expiration Date: 12-31-2024
This Bid Envelope approved for public opening:		Signature of Designer or their representative

DESTINATION BY DESIGN STUDIOS, PLLC

Howard Knob Park

6/11/2024

Boone, NC

SECTION 00 40 00
BID FORM

Howard Knob Park
Boone, NC

Bid of: Greene Construction, Inc.
(Name of Bidder)

Address 525 George Wilson Rd.

City State Boone, NC 28607

Phone (828) 264-2611

Date 8-22-2024

The undersigned, having carefully examined the Site, the conditions affecting the Work, the Bidding Documents dated **05/15/2024**, entitled "**Howard Knob Park**" prepared by Destination by Design Studios PLLC, Boone, North Carolina, do hereby offer to furnish all labor, materials, tools, equipment, plant transportation, machinery, supplies, taxes and services necessary to complete the Work in compliance with the Contract Documents, including Addenda Nos. (1, 2, 3) issued prior to the Bid Date, which is/are hereby acknowledged, for the following considerations:

BASE BID

For all Work complete, the lump sum amount of:

Three million, seven hundred sixteen thousand, seven hundred twenty-seven dollars Dollars (\$ 3,716,727.00)

UNIT PRICES

Rock Removal Dollars (\$ 438.62)/Cubic Yard
(Total estimated cut is 550 cubic yards. Bidders shall assume 55% (300 cy) will be rock to be removed and shall include this amount in their base bid. Quantities above this amount will be billed at the unit price above.)

Unsuitable Soils Removal Dollars (\$ 54.83)/Cubic Yard
(Total estimated cut is 550 cubic yards. Bidders shall assume 20% (112.5 cy) will be unsuitable soils to be removed and shall include this amount in their base bid. Quantities above this amount will be billed at the unit price above.)

Import of Select Fill Dollars (\$ 54.83)/Cubic Yard
(Total estimated fill is 1100 cubic yards. Bidders shall assume 50% (550 cy) will be imported fill and shall include this amount in their base bid. Quantities above this amount will be billed at the unit price above.)

ADD ALTERNATES

Add Alternate #1 - Standing Seam Corten Roof Dollars (\$ 23,282.00)
 Add Alternate #2 - Exposed Fastener Corten Roof Dollars (\$ 19,956.00)
 Add Alternate #3 - Additional Parking Dollars (\$ 17,400.00)

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:
(Name, legal status and address)

Greene Construction, Inc.
525 George Wilson Road
Boone, NC 28607

SURETY: Western Surety Company
(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

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

OWNER:
(Name, legal status and address)

Watauga County
814 West King Street, Ste 205
Boone, NC 28607

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Howards Knob Park

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner, the Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of August, 2024.

(Witness)

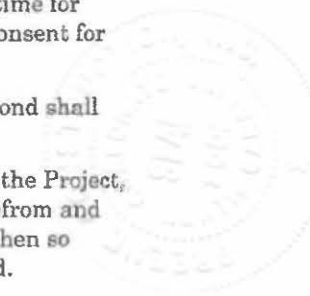
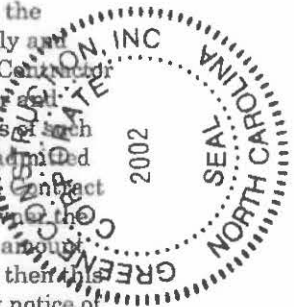
Angela D. Ramsey
(Witness) Angela D. Ramsey

Greene Construction, Inc. _____ (Seal)

By: [Signature]
(Title)

Western Surety Company
(Surety)

By: [Signature]
(Title) Jennifer C. Hoehn, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Jennifer C. Hoehn, Individually of Charlotte, NC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Greene Construction, Inc.
Obligee: Watauga County

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

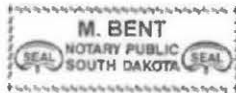
Larry Kasten

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of August, 2024



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

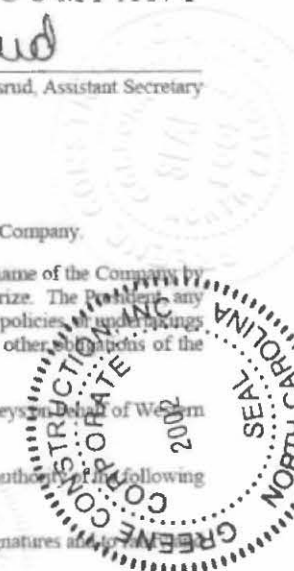
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



Projects by Greene Construction Inc. similar in scope to Howard Knob Park:

1. Name: Rocky Knob Park Expansion
Location: Boone, NC 28607
Scope: Grading, asphalt paving, construction of Pavilion, fencing, signage.
Cost: \$876,832.00
Owner: Watauga County – Wright Tilley (828) 266-1345

2. Name: ASU Tennis, Track, and Softball Relocation Project Phase 2
Location: Boone, NC 28607
Scope: Construction of new NCAA tennis and softball facilities as well as construction of a new locker room building for tennis, track, and softball athletes.
Cost: \$7.882 million
Owner: Appalachian State University – Jeff Pierce (828) 262-4961

3. Name: Grandfather Mountain Top Shop and Handicapped Access Bridge
Location: Grandfather Mountain, NC 28646
Scope: Construction of Grandfather Mountain Top Shop and all associated site work, grading, and paving. This included the construction of a large, handicapped access steel bridge.
Cost: \$3.5 million (2009)
Owner: Grandfather Mountain - Crae Mortan (828) 773-6484

BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION AND SURETY COMPLETION (LAST 3 YEARS)

Project:	None to Report.	
Name and Address of Owner or Engineer:	Hristol Rider	
Name and Phone Number of Owner or Engineer Representative:	Business Manager 8/22/24	
Contract Date:	Amount:	Status:

Project:		
Name and Address of Owner or Engineer:		
Name and Phone Number of Owner or Engineer Representative:		
Contract Date:	Amount:	Status:

Project:		
Name and Address of Owner or Engineer:		
Name and Phone Number of Owner or Engineer Representative:		
Contract Date:	Amount:	Status:

Project:		
Name and Address of Owner or Engineer:		
Name and Phone Number of Owner or Engineer Representative:		
Contract Date:	Amount:	Status:

Provide additional copies of this sheet as necessary.

BIDDER'S SCHEDULE OF VALUES
(FOR BIDDING PURPOSES ONLY)

ITEM	DESCRIPTION	AMOUNT
1	MOBILIZATION	2,573.19
2	GENERAL CONDITIONS	104,924.22
3	EROSION & SEDIMENT CONTROL	Included in item 4
4	GRADING & DRAINAGE	455,063.69
5	BOULDER RETAINING WALLS	Included in item 4
6	ASPHALT PARKING	48,904.54
7	CONCRETE SIDEWALK/CURB & GUTTER (concrete steps)	43,863.19
8	PAVERS	5,624.80
9	LANDSCAPING	62,311.81
10	FENCING & GATES	64,503.33
11	WELDED MESH RAILING	Included in item 10
12	FURNISHINGS (TABLES, BENCHES, TRASH)	16,513.17
13	SHELTER IMPROVEMENTS	6,359.93
14	PORTABLE RESTROOM ENCLOSURE	5,702.00
15	SIGNAGE	12,274.47
16	OTHER (Metal Fabrication, conc. footings, conc. walls, ex. fence demo)	2,888,108.66
	TOTAL (EQUAL TO BASE BID)	3,716,727.00

ADD ALTERNATES

1	REMOVE EXISTING PAVILION ROOF AND REPLACE WITH 16" O.C. STANDING SEAM CORTEN STEEL ROOF	23,282.00
2	REMOVE EXISTING PAVILION ROOF AND REPLACE WITH EXPOSED FASTENED CORRUGATED CORTEN STEEL ROOF	19,956.00
3	ADDITIONAL PARKING (5 ADDITIONAL SPACES)	17,400.00

DESTINATION BY DESIGN STUDIOS, PLLC

6/11/2024

Greene Construction

Howard Knob Park

Boone, NC

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Watauga

(Name of Bidder)

Affidavit of Greene Construction, Inc.

I have made a good faith effort to comply under the following areas checked:

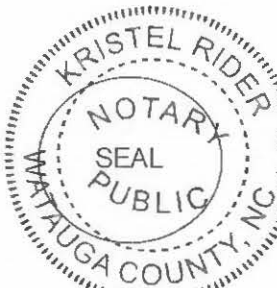
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

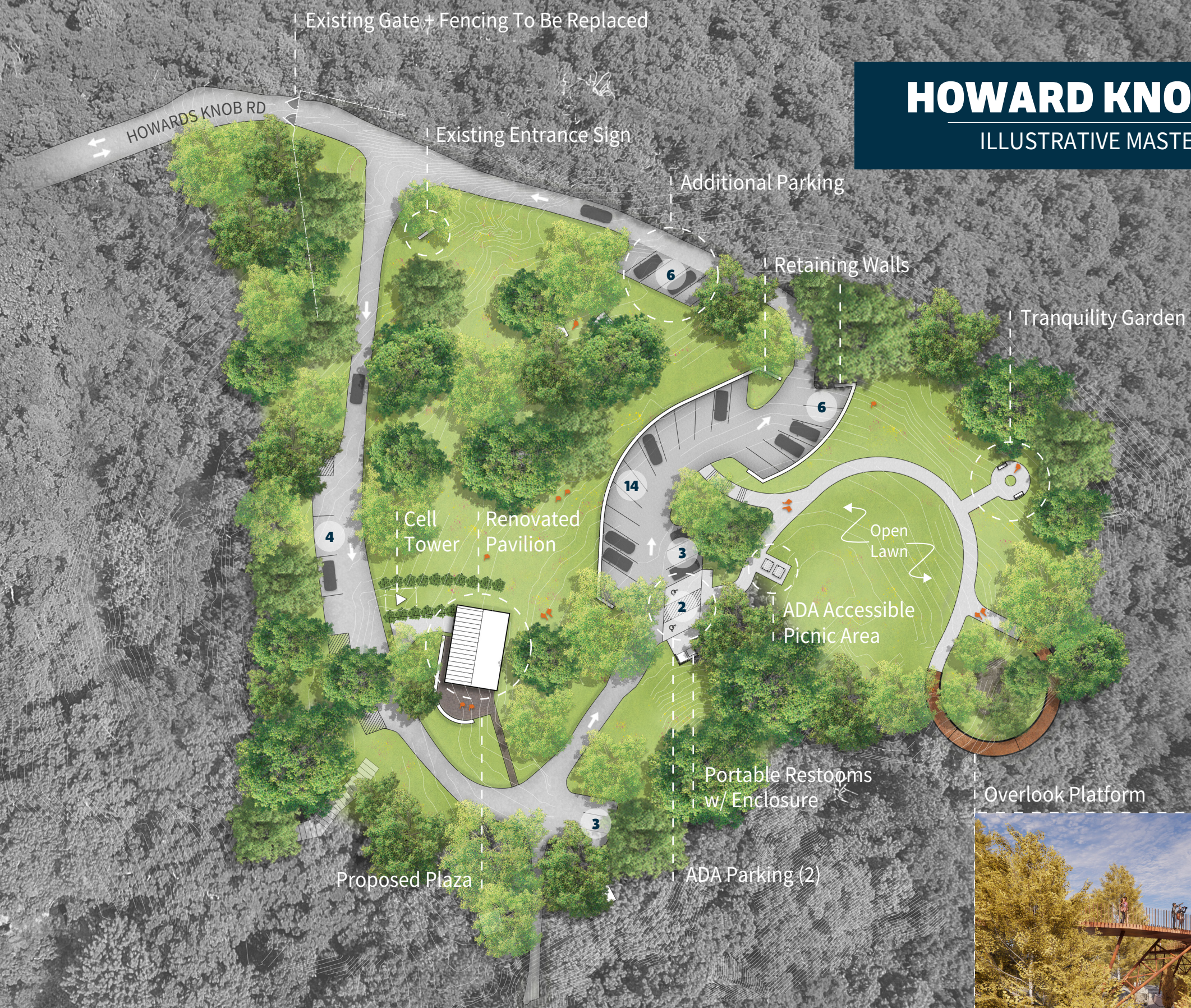
Date: 8-22-2024 Name of Authorized Officer: Scott Pitts
Signature: [Handwritten Signature]
Title: VP of Construction



State of NC, County of Watauga
Subscribed and sworn to before me this 22nd day of August 2024
Notary Public Kristel Rider
My commission expires 10/2/24

HOWARD KNOB PARK

ILLUSTRATIVE MASTER PLAN



LEGEND

Proposed Parking	
Typical Spots	29
ADA Spots	2
<hr/>	
Existing Parking	
Typical Spots	7
<hr/>	
Total Parking	38



Overlook Platform





AGENDA ITEM 8:

REQUEST TO USE HUMAN SERVICES GRASSY AREA NEAR KING STREET FOR LOCAL CLOTHING MARKETS

MANAGER'S COMMENTS:

The Board previously approved Lucky Dog Vintage Market to utilize the grassy area at the Human Services Complex on Poplar Grove Connector to host a local clothing market. Lucky Dog Vintage Market is now requesting use of the space on November 16th and then on a quarterly schedule for 2024-2025. The terms would be the same as before requiring a signed lease agreement and a \$200 fee each time.

Board approval is required to grant the request as presented.

STATE OF NORTH CAROLINA

LICENSE AGREEMENT

COUNTY OF WATAUGA

THIS LICENSE AGREEMENT (the "Agreement") is made as of September 17, 2024, by and between Watauga County, a corporate body politic, being hereinafter referred to as the "Licensor," and Lucky Dog Vintage, being hereinafter referred to as "Licensee".

STATEMENT OF PURPOSE

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

WHEREAS, Licensee wants to use the parking lot to host its clothing market on Saturday, _____, __, 202_; and

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

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

1. **Grant of License.** Licensor hereby grants to Licensee, subject to all of the terms and conditions hereof, a license to use the Property to host its clothing market on _____, __, 202_ for itself, its clients, customers, patrons, other related invitees and the general public. However, Licensee does not have the rights granted herein to the exclusion of the rights of the Licensor to use the Property in any matter it wishes so long as it does not unreasonably impede the use of the Property by Licensee for the purpose stated herein.

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

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

4. **Use of the Property.** The Licensor shall collect the garbage from the containers on the Property at __:__ pm on _____, __, 202_, at which time this License shall automatically terminate. The Licensee shall keep the Property in a good state of repair and in a safe condition during its use. Any repairs or other changes made by Licensee shall require the prior consent of Licensor and shall be at the sole cost and expense of

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

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

6. **Termination of License.** This License shall commence at __:__ am and automatically terminate at __:__ pm on _____, __, 202__.

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

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

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

As to Licensor:

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

As to Licensee:

Trevor Shue
Lucky Dog Vintage
1167 West King Street
Boone, NC 28607

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

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

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

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

Licensor:

Watauga County

By: _____
Deron Geouque
County Manager

Attest:

Anita Fogle
Clerk to the Board of Commissioners

Licensee

Lucky Dog Vintage

By: _____
Trevor Shue

AGENDA ITEM 9:

VAYA UPDATE

MANAGER'S COMMENTS:

Mr. Dustin Burluson, VAYA, will provide updates to the Board regarding VAYA. The report is for information only; therefore, no action is required at this time.



Watauga County Board of Commissioners

Dustin Burleson

Community Relations Regional Director

Summer 2024

Child and Families Specialty Plan (CFSP) Announcement

- On 8/15/2024 NC Department of Health & Human Services (DHHS) announced that Blue Cross Blue Shield of NC was awarded the CFSP
- This means there will be one statewide NC Medicaid Managed Care plan that will be responsible for the whole person care of Medicaid-enrolled children, youth and their families in the child welfare system.
- The plan will also be available to the parents and family members of children and youth served by the child welfare system, including those receiving Child Protective Services (CPS) In-Home Services.
- Even though Vaya was not awarded the CFSP, the CFSP design is based on Vaya's own successful embedded care management strategy that has benefitted many children and families in our catchment area.
- We'll continue to partner with counties, DSS offices, and other local stakeholders to support the child welfare population until the transition to the Department's selected entity is complete.
- We'll remain true to our mission and values supporting members, families, and communities
- Timing: Earliest *possible* date is July 1, 2025. Change likely.
- Vaya will keep you updated

July 1 Launch

**What is a Tailored Plan and
Vaya Total Care?**

What is a Tailored Plan?

**North Carolina must move NC Medicaid to managed care.
The launch of Standard Plans was the first step. Tailored Plans began July 1, 2024.
Tailored Plans cover the same services that you get from NC Medicaid Direct.**



Tailored Plans are designed to put you first

That means looking at you as a whole person, all of you!



All your health needs met in one plan

With a Tailored Plan, your physical, mental, severe substance use, intellectual/developmental disability or traumatic brain injury needs are not separate.



Support from Tailored Care Managers

Tailored Care Managers help you get the medical or specialized care you need. They can help schedule your medical appointments, arrange transportation, and more.

What is a Tailored Plan?

Tailored Plans are a new kind of NC Medicaid Managed Care health plan. They cover mental health, severe substance use, I/DD, TBI and prescriptions in one plan.

If NC Members had Medicaid Direct services for these needs, NC Medicaid plan may be moved to a Tailored Plan. The name is changing, but the services are not.



Serious
Mental Illness (SMI)



Severe Substance
Use Disorders (SUD)

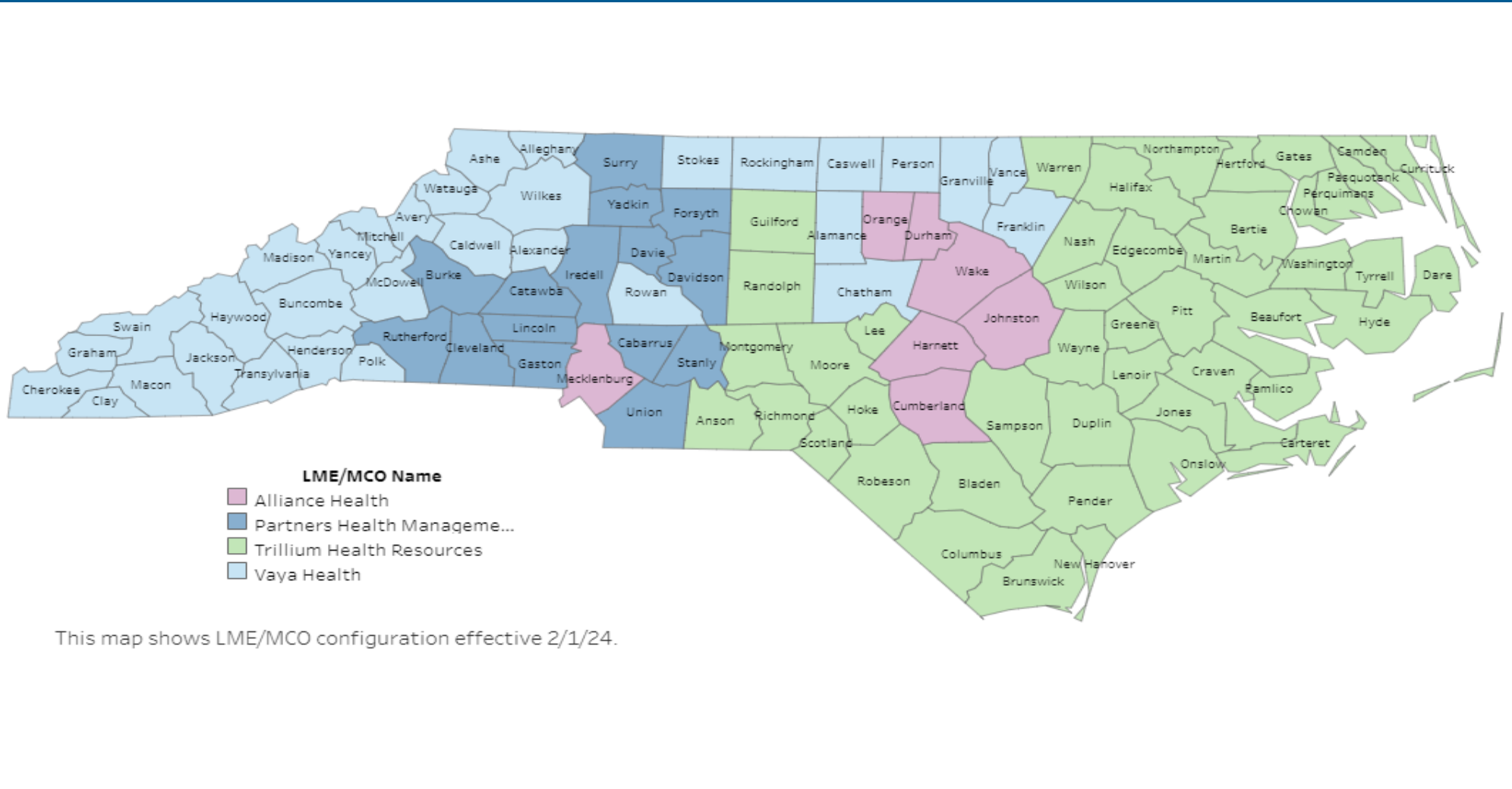


Intellectual/
Developmental
Disabilities (I/DD)



Traumatic Brain
Injuries (TBI)

Who Manages Tailored Plans?



Tailored Plan Management

How do people know which Tailored Plan they are in?

A letter was mailed in mid-April. It informed Members which Tailored Plan they are in. The Plan is assigned based on the county where one gets their Medicaid benefits.

There is only one Tailored Plan per County.

The assigned Tailored Plan is based on the county that manages the Medicaid benefits for the Member. You cannot choose a different Tailored Plan.

What's new?

- +** **Providers must be in-network**
 Providers (doctors and specialists) must be in the Tailored Plan's network (also called "in-network") to be covered.
- +** **Members must choose a new PCP if not in-network**
 If Member's don't choose a PCP that's in Tailored Plan's network, one will be assigned. You can change it until January 31, 2025.
- +** **More covered services**
 If Member to move from a Standard Plan (Healthy Blue, AmeriHealth Caritas, Carolina Complete, UnitedHealthcare or WellCare), they will get more services covered than they do now.

What's staying the same?

- =** **Each plan covers the same services as before**
 This includes I/DD, TBI, mental health, severe substance use, and care management services.
- =** **Waitlist members keep their spots**
 Innovations and TBI Waiver members keep their slots. People who are waitlisted keep their spots, too.
- =** **Same Tailored Care Manager as the one you have now**
 Members have access to a Tailored Care Manager, who can help get the health services a Member needs. If they have one now, they won't change.

Here are some examples:

Services offered by Tailored Plans

If a Member opts out of Tailored Plans, these services are not paid for by other NC Medicaid Managed Care health plans.

Child and adolescent day treatment services

Intensive in-home services

Multi-systemic therapy services

Psychosocial rehabilitation

Residential treatment facility services

Community living and supports (specific to I/DD & TBI)

Supported employment (available to I/DD, TBI, and behavioral health)

Respite (specific to I/DD, TBI, serious emotional disturbance and severe SUD)

State-funded behavioral health, I/DD, and TBI services

Vaya Total Care: What's New for Members?

- New Vaya Total Care ID card with PCP listed on card
- How Members can get information:
 - ❖ Behavioral Health Crisis line
 - ❖ Member & Recipient Services line
 - ❖ Pharmacy line
 - ❖ Nurse line
 - ❖ How to schedule non-emergency Medicaid transportation
- Information in Handbook and Welcome Packet on additional supports

Vaya Total Care: Supports for Members

- Vaya Total Care Perks for Plan Members- VTC Perks are designed to support Members with a variety of health and wellbeing outside of services they receive. Perks for eligible Members may include:
 - Wellness Perks: Home delivered meals for Members being discharged from qualifying hospital care, Voucher for WW (Weight Watchers) mobile app subscriptions and gift cards for Covid-19 and flu vaccines.
 - Pregnancy Perks: Breast pumps and lactation support.
 - GED Perks: Education vouchers to offer guidance, tutoring, practice tests, test passage guarantee, online community support and ability to earn college credits.

Vaya Total Care: Supports for Members

- Safety Perks: Discount vouchers on home safety and assistance equipment not covered by Medicaid.
- Non-Medical Transportation Perks: Up to 24 trips per year from Modivcare for going to grocery stores/markets, libraries, parks, community activities, business offices and other places to support Member.
- Non-Emergency Medicaid Transportation(NEMT) for Physical and Behavioral Health appointments- VTC will be responsible for Member transportation which can be scheduled by a Care Manager, Provider and/or Member. Scheduling can be done through mobile app, call in number, or on-line scheduler. Transportation vendor is Modivcare.

Vaya Total Care: Supports from Tailored Care Managers

- Arrange your medical appointments
- Find medicine and medical supplies
- Provide support with chronic health issues
- Locate childcare, after school care
- Find housing options and financial help
- Help you join prevention programs
- Find resources for home maintenance and repairs
- Support transitions out of hospital or nursing facilities
- Arrange transportation



**THANK
YOU**

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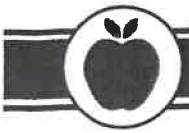
AGENDA ITEM 10:

RURAL OPERATING ASSISTANCE (ROAP) GRANT APPLICATION REQUEST

MANAGER'S COMMENTS:

Mr. Craig Hughes, AppalCART Director, will request the Board approve the FY 2025 Rural Operating Assistance Program (ROAP) grant application and a copy of the Certified Statement.

Board action is required to approve AppalCART's FY 2025 Rural Operating Assistance Program (ROAP) grant application and a copy of the Certified Statement.



September 10, 2024

Mr. Deron T. Geouque
County Manager
Watauga County Administration Building
814 W. King Street, Suite 205
Boone, NC 28607

Dear Deron:

AppalCART would like to request Watauga County consider approval of the FY 2025 Rural Operating Assistance Program (ROAP) application. The State has decreased the amount allocated to Watauga County for FY 2025 to \$185,401. The funding is split into three (3) categories: Elderly and Disabled Transportation Assistance Program (EDTAP) \$73,258, Employment (EMPL) \$14,667, and Rural General Public (RGP) \$97,476. A match is no longer required for any of the ROAP funds.

There were 40,239 demand response trips provided by AppalCART last year. ROAP funds will help provide over 30,000 of these types of trips for elderly, disabled, and low income individuals.

Note: RGP services are not limited to specific groups. The RGP routes run twice per day Monday-Friday.

A committee comprised of representatives from Watauga County Finance, Watauga County POA, Watauga County DSS, Watauga Opportunities, Inc., and AppalCART was consulted concerning the distribution of the funds to identify the greatest benefit to the county by making sure current service levels are maintained.

	2023	2024	2025
DSS E&D	\$25,000	\$25,085	\$25,000
POA E&D	\$4,500	\$19,500	\$19,500
AppalCART E&D	\$25,348	\$10,348	\$8,258
WO E&D	\$20,500	\$20,500	\$20,500
RGP (AppalCART)	\$102,850	\$103,119	\$97,476
Employment (WOI)	\$16,414	\$16,434	\$14,667
Total	\$194,612	\$194,986	\$185,401

Note: A plan for distribution is not required as part of the application.

The AppalCART Board will consider endorsement of how to distribute the funds at their September 22, 2024 Board meeting.

AppalCART appreciates the Commissioners consideration of this Certification Statement for the ROAP disbursement from NCDOT.

Sincerely,

Craig Hughes
Transportation Director

Application for Transportation Operating Assistance

FY2025 Rural Operating Assistance Program (ROAP) Funds

Name of Applicant (County)	Watauga
County Manager	Deron Geouque
County Manager's Email Address	deron.geouque@watgov.org
County Finance Officer	Deron Geouque, Interim
CFO's Email Address	deron.geouque@watgov.org
CFO's Phone Number	828-265-8000
Person Completing this Application	Craig Hughes
Person's Job Title	Executive Director AppalCART
Person's Email Address	director@appalcart.com
Person's Phone Number	828-297-1300 ext. 104
Community Transportation System	AppalCART
Name of Transit Contact Person	Craig Hughes
Transit Contact Person's Email Address	director@appalcart.com

Application Completed by: _____ Date: _____
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and final monthly milestone reports, and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: _____ Date: _____
Signature

County Manager: _____ Date: _____
Signature

County Finance Officer: _____ Date: _____
Signature

Application Instructions

County officials should read the **ROAP Program Administration Guide** which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

FY2025 ROAP Program Schedule

Application Deadline

October 4, 2024

Anticipated Funds Disbursement

Week of October 28, 2024**

**** Applications not submitted into EBS by October 4th will delay disbursement of funds until the application is submitted and reviewed.**

***Counties with unspent FY24 funds will retain the funds and the disbursement will be adjusted accordingly.**

***Monthly reports are due via SmartSheet 45 days following reporting period (i.e., July reporting period, report due September 15th)**

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process.
- **ROAP funds are expended only on eligible activities as described in Appendix A of the ROAP Guidance.**
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements, and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs in one disbursement however, if it is determined that a single disbursement is not possible, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
<p>A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?</p> <p>If no, how were recommendations made and by whom (<i>Type here</i>)</p> <p>How many individuals assisted in the determination? (<i>List number here</i>)</p>	X	
<p>B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?</p>	X	
<p>C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?</p>	X	
Financial Management of ROAP Funds	Yes	No
<p>D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?</p>	X	
<p>E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? (<i>Include a sample agreement with application</i>)</p>		X
<p>F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? (<i>Their procurement practices will need to meet all federal and state requirements for procurement of professional services.</i>)</p>		X
<p>G. Are ROAP funds deposited in an interest-bearing account?</p>		X
<p>H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?</p>	X	
Monitoring and Oversight Responsibilities	Yes	No
<p>I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost.</p> <p>What form of documentation is collected?</p>	Mont hly	
<p>J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?</p>		X
<p>K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance or purchase of service only.</i>)</p> <p>5310 – Elderly Individuals and Individuals with Disabilities Program No</p> <p>5311 - Non-urbanized Area Formula Program No</p> <p>5316 – Job Access and Reverse Commute Program (JARC) No</p> <p>5317 – New Freedom Program No</p> <p>Rural State Operating</p>		

K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? (*Matching funds for operating assistance or purchase of service only.*) (Continued)

Rural State Operating Program No
Capital Cost of Contracting Program No

L. Will any of the subrecipients charge a fare for a ROAP funded trip? If yes, which programs. Yes, AppalCART

M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP-funded trips. What documents are used to determine eligibility? POA transportation, POA E&D clients, Watauga Opportunities employment transportation, complimentary paratransit clients, and trips within Watauga County for RGP.

CERTIFIED STATEMENT
FY2025
RURAL OPERATING ASSISTANCE PROGRAM
County of Watauga

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2024 to June 30, 2025 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Watauga North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

Revised 09-03-24

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2025 Rural Operating Assistance Program funds: *Allocated funds are found in the Disbursed tab on the Adjusted ROAP Allocation sheet and do not include FY24 Carryover funds.

State-Funded Rural Operating Assistance Program	Allocated*(Disbursed)	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	<u>\$73,258</u>	<u>\$73,258</u>
Employment Transportation Assistance Program (EMPL)	<u>\$14,467</u>	<u>\$14,667</u>
Rural General Public Program (RGP)	<u>\$97,476</u>	<u>\$97,476</u>
TOTAL	<u>\$185,401</u>	<u>\$185,401</u>

WITNESS my hand and county seal, this 17th day of September, 2024.

Signature of County Manager/Administrator

Signature of County Finance Officer

Printed Name of County Manager/Administrator

Printed Name of County Finance Officer

State of North Carolina County of Watauga



AGENDA ITEM 11:

WATAUGA COUNTY ARTS COUNCIL

MANAGER'S COMMENTS:

Ms. Amber Bates, Watauga Arts Council Director, will request the Board approve a resolution for the Watauga Arts Council's Middle Fork Greenway Tunnel Mural Project and encroachment agreement with the North Carolina Department of Transportation.

Board action is required to approve the resolution as presented and authorize NCDOT to draft an encroachment agreement that will be approved at a future Board meeting.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

A RESOLUTION OF THE WATAUGA COUNTY COMMISSIONERS APPROVING THE WATAUGA COUNTY ARTS COUNCIL'S MIDDLE FORK GREENWAY TUNNEL MURAL PROJECT AS PART OF THEIR "ART IN THE OUTDOORS" INITIATIVE:

WHEREAS, the Watauga County Arts Council (WAC) and the Blue Ridge Conservancy (BRC) have collaboratively developed the Tunnel Mural Project as part of the "Art in the Outdoors Initiative" with support from the AARP; and

WHEREAS, the initiative seeks to enhance the natural and recreational beauty of the Middle Fork Greenway trail system, which runs along the 321 corridor between Boone and Blowing Rock, through the installation of purposeful, cohesive public art; and

WHEREAS, the project has already seen success with the installation of two sculptures in 2023 and aims to build upon this momentum by creating a connected art trail that will enrich the local community's and tourists' experience, as well as provide educational opportunities; and

WHEREAS, the Art in the Outdoors Initiative addresses key concerns about the trail's safety and cleanliness, including the reduction of graffiti in pedestrian tunnels and making those tunnels more inviting and secure for users through artistic enhancements; and

WHEREAS, the Watauga County Arts Council applied for and was awarded an AARP grant to further support this initiative, and both the WAC and BRC are committed to continuing this project for the long-term benefit of Watauga County's residents and visitors; and

WHEREAS, the Watauga County Arts Council and Blue Ridge Conservancy now seek approval from the Watauga County Commissioners to advance the Art in the Outdoors Initiative and enter into an encroachment agreement with the NCDOT for the placement of public art along the Middle Fork Greenway; and

NOW, THEREFORE, BE IT RESOLVED by the Watauga County Board of Commissioners that the Art in the Outdoors Initiative, in collaboration with the Watauga County Arts Council and Blue Ridge Conservancy, is hereby approved, and the necessary steps are authorized to facilitate the placement of public art within the designated areas of the Middle Fork Greenway.

BE IT FURTHER RESOLVED that the Watauga County Board of Commissioners encourages ongoing support from local government agencies, community organizations, and private partners to ensure the successful implementation of this project and its maintenance for future generations.

ADOPTED by the Board of County Commissioners on this 17th, day of September, 2024.

Larry Turnbow, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board



**Art in the Outdoors
Project Proposal
Request for Approval
Date: 9/9/2024**

Project:

Middle Fork Tunnel Mural Project

Submitting Agency:

Watauga Arts Council in partnership with
the Blue Ridge Conservancy

Agency Contact:

Amber Bateman: director@watauga-arts.org
828-964-7233

NCDOT Division Engineer Contact:

Kenneth Heavner: khheavner@ncdot.gov

a project of





Executive Summary

Project Objective:

The Middle Fork Greenway Tunnel Mural Project aims to enhance public safety, prevent graffiti, and create a vibrant, community-driven art installation along the Middle Fork Greenway trail system. The mural will offer cultural, aesthetic, and educational benefits by engaging the local community and visitors, providing an alternative destination for tourists, and promoting outdoor recreation. The project is part of a larger "Art in the Outdoors" initiative that aims to connect public art installations along the 321 corridor between Boone and Blowing Rock and beyond.

Location:

The first murals will be located at the Mystery Hill tunnel and the tunnel under Highway 321 near Tweetsie as well as the Tweetsie overpass leading to the parking lot. The focus will be on the tunnel faces and the area extending 12-30 feet inside each tunnel, ensuring visibility to trail users without distracting drivers on nearby roads.

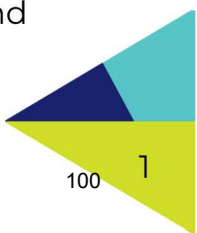
We would also like to receive permission for the tunnel under the Tweetsie overpass to enter into the parking lot as well, although that mural will not commence until the first three murals are completed.

Art Type:

The project will feature large-scale painted murals depicting local Appalachian flora and fauna in a blend of realism and fable. The mural will incorporate designs, stories, and ideas provided by the local community, specifically the aging, multicultural, and rural youth. The murals will also integrate educational elements, such as QR codes that link to further information about local wildlife, history, and culture.

Sponsoring Agency:

The project is spearheaded by the Watauga Arts Council in partnership with Blue Ridge Conservancy and Watauga County Parks and Recreation. Funding provided by the AARP grant. Other supporting partners include MadeXMountains, Tourism Development Authority, Economic Development, and the Appalachian Regional Commission Conservation Fund.





1. Local Government Agency Commitment

Resolution:

See Attachment #1: To be filled in with the formal resolution adopted by the Watauga County Commissioners, showing community support for the project.

Financial Responsibility:

All costs associated with the planning, design, construction, and maintenance of the murals will be covered by the AARP grant awarded to the Watauga Arts Council. The local government will have no financial responsibility for these aspects.

Indemnification:

The Watauga Arts Council and Blue Ridge Conservancy agrees to indemnify, defend, and hold harmless the North Carolina Department of Transportation (NCDOT), its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, or expenses, including but not limited to attorney's fees, arising out of or in any way related to the planning, design, installation, maintenance, or removal of the public art installation on NCDOT property, except to the extent such claims, liabilities, damages, losses, costs, or expenses are caused by the sole negligence or intentional misconduct of NCDOT. This indemnification obligation shall survive the completion or termination of the art installation project.

2. Project Specifications and Design

Site Alterations:

No significant changes to existing infrastructure are planned, aside from the aesthetic transformation of the tunnel faces. No vital vegetation will be impacted. Some weeds that overhang the top of the tunnels may be cut back during the painting process.

Safety Analysis:

The mural will not interfere with traffic or pedestrian safety. It will be visible only to trail users and not from the highway, ensuring no distractions for drivers.



Design Plans & Drawings:

The murals, designed by local artist Whitney Landwehrmann, will include the following details. See rough samples in attachment #2.

Art Dimensions:

The murals will cover the tunnel faces and extend approximately 12-30 feet into the tunnels.

Site Placement and Layout:

The first areas of focus will be the face of the Mystery Hill tunnel leading to Sterling Creek Park, and both sides of the Tweetsie tunnel under Hwy 321. The goal being to complete the first phase by the end of October 2024. The faces of the tunnels and the wing walls and exterior water tunnels walls will be painted to taper off 10-20ft inside. The murals will be created in the same style and theme with different images that tell their own story, so they can stand alone or create an experience for those who travel from one tunnel to the next. The Tweetsie underpass would be completed in 2025, funding permitting. The Tweetsie underpass will unite the 2024 murals to create a continuous mural story walk by the same artist in the same style for a cohesive experience.

Community Engagement:

Watauga Arts Council will work with at least one nursing home, rural school, and multicultural group to give them prompts to ask them to contribute to the imagery, story, or theme of the mural. We will directly invite volunteers from these designated groups to come and help paint the mural with the artist. We will open this invitation to the general community as well.

Educational Component:

The artist will paint a QR code on the mural so it can lead to media that can show the process of the mural, educate on local flora and fauna, and explain any story or expressions included in the mural.

3. Project Details

Project Schedule:

The project is scheduled to begin immediately upon approval, with a target completion date by the end of October to avoid weather-related delays.



Traffic Control Plans:

No significant traffic disruptions are expected as the murals will be located away from major roadways. Pedestrian traffic on the trail may be briefly rerouted during installation.

Equipment and Techniques:

Standard mural painting techniques will be used, including ladders or scaffolding for tunnel access. No heavy equipment is anticipated. Staging areas will be located near the tunnel entrances.

Utility Conflicts:

There are no expected conflicts with utilities. Any potential issues will be addressed in collaboration with the appropriate utility owners.

4. Maintenance Plan

Ongoing Maintenance:

Regular inspections and maintenance will be performed by the Watauga Arts Council. This will include routine checks for wear and graffiti, with repairs as needed. Materials being used:

- Colors and Finishes: The mural will feature natural tones, greens, purples, blues, yellows, reds, pinks, and more- reflecting the Appalachian flora and fauna, with durable outdoor paints and finishes that are graffiti-resistant.
- High-quality outdoor mural paints, treated for weather and graffiti resistance.
 - Anti Graffiti Coating.
 - Professional Grade paints are Montana Hardcore and Montana 94s
 - Montana Colors Spray Paint (various colors) and 94 Montana Colors
 - White Primer as an undercoat to cover existing graffiti.
 - Wall primer is Valspar masonry paint
 - Loop spray paint
 - F series Sakura solid paint markers

Structural Integrity:

Engineering inspections can be scheduled as needed to assess the structural soundness of the mural surfaces and to ensure no impact on the tunnels themselves.



Graffiti Removal:

The mural will be treated with an anti-graffiti coating, and the Watauga Arts Council will establish a plan for the immediate removal of any new graffiti, maintaining the mural's appearance over time.

5. Legal and Compliance Requirements

Outdoor Advertising Act Compliance:

The mural will not contain any advertising, religious symbols, or other prohibited elements under the Outdoor Advertising Act.

ADA Compliance:

The mural will be fully accessible to the public via the Middle Fork Greenway trail, which complies with ADA standards for accessibility. The trail is paved for easy access for wheelchairs, bikes, and skates.

Vegetation Impact:

No vegetation will be removed as part of the project.

6. Art Placement on Proposed Construction Projects (If applicable)

Integration into NCDOT Design:

The mural will be integrated into the existing design of the tunnels, with no alterations to NCDOT's structural or architectural standards.

7. Evaluation and Final Approval

Committee Review:

The project will undergo a review by the Art in the Outdoors, Blue Ridge Conservancy subcommittee, which will evaluate the design for any revisions or conditions before final approval.

Encroachment Agreement:

The Watauga Arts Council and Blue Ridge Conservancy will enter into an encroachment agreement with NCDOT, adhering to any conditions or addenda necessary for project approval.



Attachment #1

Resolution

A RESOLUTION OF THE WATAUGA COUNTY COMMISSIONERS APPROVING THE WATAUGA COUNTY ARTS COUNCIL'S MIDDLE FORK GREENWAY TUNNEL MURAL PROJECT AS PART OF THEIR "ART IN THE OUTDOORS" INITIATIVE:

WHEREAS, the Watauga County Arts Council (WAC) and the Blue Ridge Conservancy (BRC) have collaboratively developed the Tunnel Mural Project as part of the "Art in the Outdoors Initiative" with support from the AARP.

WHEREAS, the initiative seeks to enhance the natural and recreational beauty of the Middle Fork Greenway trail system, which runs along the 321 corridor between Boone and Blowing Rock, through the installation of purposeful, cohesive public art; and

WHEREAS, the project has already seen success with the installation of two sculptures in 2023 and aims to build upon this momentum by creating a connected art trail that will enrich the local community's and tourists' experience, as well as provide educational opportunities; and

WHEREAS, the Art in the Outdoors Initiative addresses key concerns about the trail's safety and cleanliness, including the reduction of graffiti in pedestrian tunnels and making those tunnels more inviting and secure for users through artistic enhancements; and

WHEREAS, the Watauga County Arts Council applied for and was awarded an AARP grant to further support this initiative, and both the WAC and BRC are committed to continuing this project for the long-term benefit of Watauga County's residents and visitors; and

WHEREAS, the Watauga County Arts Council and Blue Ridge Conservancy now seek approval from the Watauga County Commissioners to advance the Art in the Outdoors Initiative and enter into an encroachment agreement with the NCDOT for the placement of public art along the Middle Fork Greenway; and

NOW, THEREFORE, BE IT RESOLVED by the Watauga County Board of Commissioners that the Art in the Outdoors Initiative, in collaboration with the Watauga County Arts Council and Blue Ridge Conservancy, is hereby approved, and the necessary steps are authorized to facilitate the placement of public art within the designated areas of the Middle Fork Greenway.

BE IT FURTHER RESOLVED that the Watauga County Board of Commissioners encourages ongoing support from local government agencies, community organizations, and private partners to ensure the successful implementation of this project and its maintenance for future generations.

County Representative

Date:



Attachment #2

About the Artist:

Whitney Landwehrmann was selected from a group of 4 artists who were invited to submit proposals for this project. In the interest of time and a cohesive visual experience, Whitney will oversee the installation of all three murals start to finish.

Whitney is an Ashe County artist who has been involved in some more recent mural projects in the area. She studied under [Stephen Shoemake](#), another successful Ashe County Artist and mural painter.

Whitney's mural work can be seen [HERE](#).

Sample Images of her work:



Attachment #2 continued...

Site Plans:

The mural will begin to take shape as we receive responses from our outreach for community engagement to contribute stories, imagery, and expressions to project. This is not a final design concept but meant to show general placement.

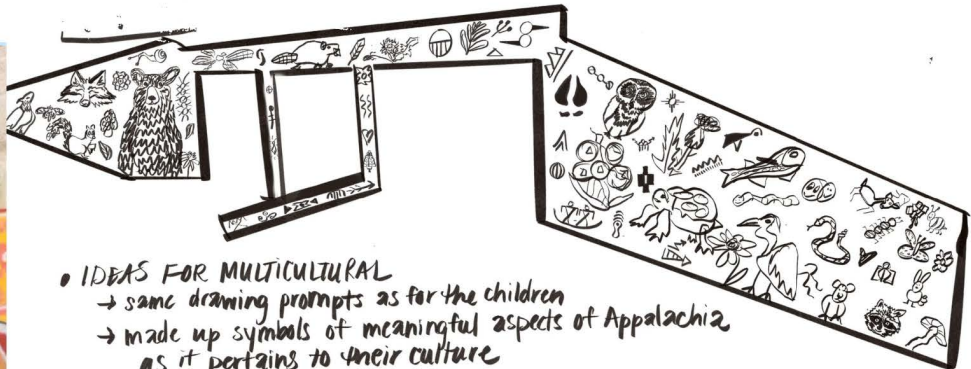


- work with ERC to get flora & fauna information
- work w/ multicultural communities to get folklore.

each side of walking tunnels depict educational nature journal entries.
• both realistic and fable



- • send drawing prompts to children
 1. In only black sketch an animal, plant, insect or fungi that can be found in the Appalachian mountains (can use mythological creatures from Appalachian folklore)
 2. make up a symbol for either what you drew, an emotion, or place in the BRNs.



- IDEAS FOR MULTICULTURAL
 - same drawing prompts as for the children
 - made up symbols of meaningful aspects of Appalachia as it pertains to their culture





Attachment 5

Project Summary

In 2023, WAC successfully installed two sculptures along the Middle Fork Greenway. Building on this momentum, we are now developing a connected art trail that addresses specific concerns along the greenway. One key issue involves the pedestrian tunnels, which are vulnerable to graffiti and may deter pedestrian use due to poor lighting. To tackle these challenges, WAC applied for and was awarded an AARP grant. This funding supports the development of the Middle Fork Greenway Tunnel Mural Project, designed to enhance safety, prevent vandalism, and create a vibrant, engaging experience for trail users.

Project Goals and Benefits:

1. Safety: By installing professional murals, we aim to create a welcoming and safe environment that encourages pedestrians to continue using the trail, especially through the tunnels. Murals often deter loitering and vandalism, and cameras overseeing the murals will add another layer of security.
2. Grffiti Prevention: Covering existing graffiti with intentional art has been proven to reduce future vandalism. The murals will maintain the visual integrity of the trail while discouraging further defacement.
3. Healthy Living: The murals will serve as a draw for outdoor recreation, encouraging visitors, especially older adults, to explore the trail from artwork to artwork.
4. Educational and Cultural Programming: The project provides opportunities for interactive programming with local schools and serves as a promotional asset for tourism efforts. QR codes incorporated into the murals will link to educational content on local wildlife, history, and cultural significance.
5. Community Identity and Unity: The mural project offers local residents a formal outlet to express themselves, contributing to a unified vision that represents the community. The initiative will unite residents and visitors alike, fostering pride in the local area.
6. Blue Ridge Parkway Alternative: As part of efforts to manage visitor flow on the Blue Ridge Parkway, this project offers an alternative destination for tourists, helping alleviate overcrowding while aligning with the Parkway's broader goals.
7. New Trail Exploration: The murals will attract foot traffic to newly developed sections of the Middle Fork Greenway, encouraging further exploration.
8. Cross-Cultural Engagement: Community involvement in the mural creation process will offer residents from various backgrounds, including seniors, rural youth, and multicultural communities, the opportunity to collaborate and build a sense of ownership.

Tunnel Mural Details:

- Visibility: The mural will not be visible from the road or highway, ensuring it won't distract drivers.
- Mural Placement: The murals will primarily cover the tunnel faces and extend 12-30 feet inside, ensuring the entrance is welcoming and free from graffiti.
- Locations: The project will focus on the Mystery Hill tunnel leading to Sterling Creek Park and the tunnel under Hwy 321 connecting the gas station side to the Tweetsie side.
- Artist: Local artist Whitney Landwehrmann has been selected to design and execute the murals.
- Theme: The murals will depict larger-than-life Appalachian flora and fauna, blending realism and fable. Subtle text will identify key elements for those without access to the digital content.
- Funding: The project is fully funded by an AARP grant for \$16,500
- Timeline: The goal is to complete the mural by the end of October, weather permitting.

ATTACHMENT #4

Examples of other murals on tunnels and bridges in NC:

There are several notable murals on tunnels or walls across North Carolina. These murals across North Carolina demonstrate how art can transform otherwise mundane spaces, such as tunnels and walls, into vibrant community landmarks that celebrate local culture and improve public spaces.

1. Freedom Park Tunnel Mural (Charlotte, NC).

- Location: Freedom Park Greenway Tunnel
- Theme: The mural features bright, colorful designs of flowers, birds, and natural elements, making the tunnel an inviting space for pedestrians and cyclists.
- Collaborators: Created by local artists and supported by community involvement.
- Purpose: To beautify the area and make the tunnel more attractive to park visitors.

2. Greenway Tunnel Mural (Raleigh, NC).

- Location: Crabtree Creek Greenway Trail
- Theme: This tunnel mural is decorated with scenes of local nature, such as trees, water, and wildlife.
- Collaborators: A local muralist worked with the city to create art that blends into the natural environment of the trail.
- Purpose: To enhance the experience for trail users and reduce graffiti in the tunnel.

3. Elizabeth Holmes Hurley Park Tunnel Mural (Salisbury, NC).

- Location: Hurley Park Tunnel, connecting the greenway
- Theme: The mural features playful, nature-inspired designs of local plants and wildlife.
- Collaborators: Created by local artists and funded by a community arts initiative.
- Purpose: To beautify the tunnel and reflect the park's focus on conservation and community engagement.



Attachment #4, Continued 1....

Examples of other murals on tunnels and bridges in NC:

There are several notable murals on tunnels or walls across North Carolina.
continued....

4. Brightwalk Tunnel Mural (Charlotte, NC)

- Location: Brightwalk Greenway Tunnel
- Theme: This mural showcases abstract, geometric designs that flow through the tunnel, giving it a vibrant, modern feel.
- Collaborators: Led by the McColl Center for Art + Innovation, local artists were involved in the mural's creation.
- Purpose: To make the underpass more visually appealing and enhance the pedestrian experience in a developing urban area.

5. American Tobacco Trail Mural (Durham, NC)

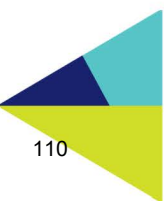
- Location: American Tobacco Trail, near downtown Durham
- Theme: This mural on a retaining wall along the trail features local landmarks and history, including references to the region's tobacco heritage.
- Collaborators: The City of Durham partnered with local artists to bring the design to life.
- Purpose: To beautify the trail and create a sense of connection between the past and present for users.

6. I-40 Underpass Mural (Winston-Salem, NC)

- Location: Underpass at Peters Creek Parkway
- Theme: This large mural reflects the city's history and culture, with imagery related to tobacco, textiles, and the arts.
- Collaborators: Local artists worked with the Winston-Salem community and businesses to design and paint the mural.
- Purpose: To revitalize an area of the city, reduce graffiti, and make the underpass more welcoming to pedestrians.

7. Haywood Street Mural (Asheville, NC)

- Location: Haywood Street underpass
- Theme: This vibrant mural features intricate, colorful patterns and images of local flora and fauna, celebrating Asheville's natural beauty and artistic community.
- Collaborators: Local artists and volunteers, organized by the Asheville Mural Project.
- Purpose: To beautify a popular pedestrian area and highlight the city's creative energy.



Other notable Mural Tunnel projects include:

1. Bethesda Trolley Trail Tunnel Mural (Bethesda, Maryland)

- Theme: This mural features vibrant geometric patterns and nature motifs to brighten the tunnel.
- Community Involvement: Local high school students and artists collaborated on the project.
- Purpose: To make the underpass feel more welcoming and reduce vandalism.

2. Cherry Creek Trail Tunnel Mural (Denver, Colorado)

- Theme: The mural showcases vibrant, nature-inspired art, with images of Colorado wildlife and landscape.
- Collaborators: It was created by local artist Thomas "Detour" Evans with the involvement of local youth.
- Purpose: To transform the otherwise dull tunnel into an art experience and encourage people to use the trail.

3. Silver Comet Trail Mural (Smyrna, Georgia)

- Theme: This mural celebrates local history with scenes of the old Silver Comet train that once used the rail line now converted to a trail.
- Community Involvement: Funded through community donations, it was painted by local artists with input from residents.
- Purpose: To connect people to the historical significance of the trail and beautify the surroundings.

4. Humboldt Park Tunnel Mural (Chicago, Illinois)

- Theme: This mural features imagery related to local Puerto Rican culture, reflecting the neighborhood's cultural history.
- Collaborators: Painted by local Puerto Rican artists and community groups.
- Purpose: To celebrate cultural identity and make the park and trail more welcoming.

5. Arroyo Seco Pedestrian Tunnel Murals (Los Angeles, California)

- Theme: The murals in the pedestrian tunnels along the Arroyo Seco Parkway feature bold and colorful designs inspired by the surrounding nature and wildlife.
- Collaborators: Community organizations and local artists worked together on the design.
- Purpose: To enhance safety and aesthetics while reflecting the natural beauty of the area.

These examples highlight how murals in pedestrian trail tunnels not only beautify the space but also foster community engagement, reflect local history, and create a more inviting environment for trail users.

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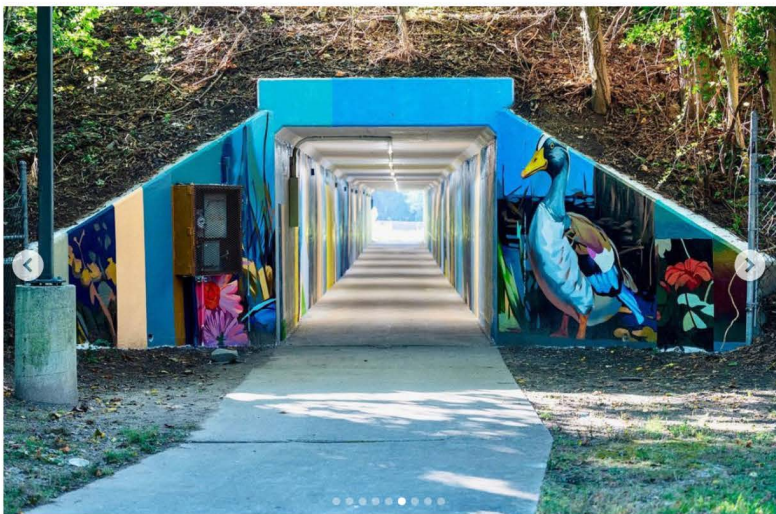
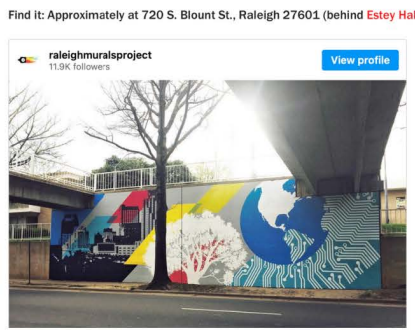
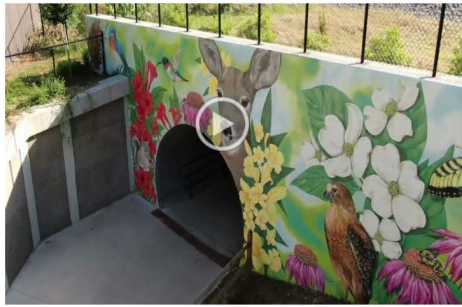
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These examples highlight how murals in pedestrian trail tunnels not only beautify the space but also foster community engagement, reflect local history, and create a more inviting environment for trail users.



raleigh_arts Check it out! The Rocky Branch Greenway Tunnel has gone through a fresh revamp thanks to NC painter and muralist Taylor White (@taylorwhitestudio) and local volunteers! The mural was painted over the course of 3 days with the help of over 20 volunteers and extends the length of the 219-foot-long tunnel.

Inspired by the natural beauty of the environment, Taylor says, "the



Liked by **remirough** and others
September 7, 2023

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AGENDA ITEM 12:

VALLE CRUCIS HISTORICAL PRESERVATION COMMITTEE PRESENTATION

MANAGER'S COMMENTS:

Ms. Julie Gates, with the Valle Crucis Community Council, and Mr. Gardner Hoover, with Valle Crucis Community Park, will discuss with the Board the status of the current Valle Crucis Elementary School. Multiple letters are included in the packet discussing the Valle Crucis Elementary School, with some requesting to keep portions of the facility and others requesting the Board maximize the efforts for flood mitigation.

Staff seeks direction from the Board.



September 3, 2024

Deron Geouque, Watauga County Manager
Watauga County Commissioners

Dear Mr. Geouque and the Watauga County Commissioners:

The Valle Crucis Elementary School is an important part of the Valle Crucis Community. From providing needed employment for mountain laborers during the Great Depression to inspiring young people across two centuries, the old rock building has touched countless lives.

Construction was started in 1935 and completed in 1937 using locally sourced granite and lumber. The Lyons Brothers, who also constructed the Cove Creek High School, Boone Bus Depot, and the Downtown Boone Post Office, used their expertise to craft an iconic structure imbued with community pride.

According to a 2003 document on file with the North Carolina Department of Cultural Resources, the elementary school is categorized a non-contributing resource but is eligible for inclusion on the National Register of Historic Places (page 59, https://files.nc.gov/ncdcr/historic-preservation-office/PDFs/ER_02-8623.pdf) as a part of the Valle Crucis Historic District.

We realize the need to mitigate flood waters in and around the old elementary school property and that several of the outlying buildings that are a part of the footprint now will need to be modified or demolished to achieve lessened impacts on those adjacent and downstream. But we ask for consideration, creativity, and preservation with regard to the parts of the school, including the stone building, that have potential to continue serving the Valle Crucis community in years to come.

We appreciate your attention to this matter.

Sincerely,

Lisa Cooper
President

September 3, 2024

Deron Geouque, Watauga County Manager
Watauga County Commissioners

Dear Deron and the Watauga County Commissioners:

Valle Crucis Elementary school has been a staple in so many people's lives that it is hard for me to imagine it being demolished. I was fortunate enough to go to school there in the early eighties. I also spent countless hours waiting in line to pick my children up from school from 1997 to 20012. This school has changed lives, and I believe it still has life to give to our community. The old rock structure building, while not a contributing factor to the historical district, is in fact of historical value to our community. I would ask that you all give us an opportunity to save parts of the school that are viable. Valle Crucis school property has a lot of potential to continue to enhance our beautiful community. The 16 acres that surround the school are central to preserving the beauty of Valle Crucis. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Cooper', written in a cursive style.

Lisa Cooper



4/2/2024

Esteemed Watauga County Commissioners and Staff,

As the Watauga Riverkeeper, representing MountainTrue, we are writing to express the importance of prioritizing flood mitigation and stream bank restoration in the Valle Crucis area, particularly on the Valle Crucis School property. Undertaking such efforts aligns with our mission of protecting and improving the quality of the Watauga River and its tributaries as well as preserving green space for the community's enjoyment. We are willing to be part of a collaborative effort to develop a plan that balances preservation with practical environmental considerations. By implementing sustainable flood mitigation and stream bank restoration measures on the school property, we can protect both a beloved community asset and the natural beauty of the Valle Crucis area. I look forward to collaborating with the Watauga County leadership, the Valle Crucis Community and other stakeholders to best meet the needs of the many with an eye to highest, best use of these considered properties. Thank you all for your hard work and many impactful efforts on behalf of the citizens and visitors of Watauga County.

Sincerely,

Andy Hill

Andy Hill

Watauga Riverkeeper, High Country Regional Director MountainTrue

29 North Market Street, Suite 610 Asheville, NC 28801 828.258.8737
 121 Third Ave. West, Suite #1 Hendersonville, NC 28792 828.692.0385
 90 Tennessee St. Suite D Murphy, NC 28906 828.837.5414
 164 South Depot Street Boone, NC 28607 828.719.7624
mountaintrue.org



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www.blueridgeconservancy.org

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August 16, 2024

Mr. Larry Turnbow
Chairman, Watauga County Commission
814 West King Street
Boone, NC 28607

Dear Chairman Turnbow,

Blue Ridge Conservancy (BRC) has long had a focus of protecting land in Valle Crucis. One thousand four hundred acres of working farms, public parks, river accesses, scenic viewsheds, and ecologically significant natural areas in the Valle have been permanently protected. The natural, cultural, and recreational heritage there remains a top priority for BRC.

Staff

Charlie Brady
Executive Director

Scott Elliott
Director of Development

Jen Grady
Asst. Director of Development

Eric Hiegl
*Director of Land
Protection and Stewardship*

Leila Jackson
Director of Communications

Ben Lucas
Director of Stewardship

Wendy Patoprsty
*Middle Fork Greenway
Project Director*

Sydney Phillips
Office Manager

Jordan Sellers
*Northern Peaks State Trail
Coordinator*

Maria Whaley
*Director of Finance and
Operations*

In keeping with our mission, BRC supports preserving ownership of the undeveloped portion of the current Valle Crucis School property for public access, specifically for expansion of Valle Crucis Park. In addition, BRC supports prioritizing flood mitigation and streambank restoration, as both are needed to make the best possible use of the available greenspace on the property. Should the land be acquired by a non-profit, or an organization committed to public use of the property, BRC would offer to hold a conservation easement on the undeveloped portion of the property to ensure that it would remain undeveloped in perpetuity and suitable for public park space.

Best regards,

Charlie Brady
Executive Director
Blue Ridge Conservancy





March 14, 2024

Statement of Support for Valle Crucis Community Council

The Valle Crucis Park Board supports the Valle Crucis Community Council (VCCC) in their efforts to preserve maximum green space of the old Valle Crucis School area. The Valle Crucis Park Board supports the Valle Crucis Community Council's efforts to preserve the rock building, the WPA portion of the old school; however, the park's focus is on the Dutch Creek flood water management opportunities and the preservation of the land and greenspace, not the building.

The Park agrees to team with the VCCC to create a formal plan to present to the County Commissioners. Included in the plan is for VCCC to acquire and maintain structures if deemed salvageable by acquiring a long term lease and the park to have long term lease of the green space, playground and picnic shelter area and option to connect to the old schools existing septic treatment infrastructure if deemed necessary in the future. The Park sees this additional open greenspace, stormwater management opportunities, protection of rivers and watershed areas, another playground area and shelter, and possibly more parking as a key component to the sustainable future of the 40 year old Valle Crucis Community Park.

A handwritten signature in black ink, appearing to read "Gardner Hoover".

Gardner Hoover
Executive Director
Valle Crucis Community Park



September 10, 2024

Re: Statement of Support for Valle Crucis Community Council

Dear Watauga County Commissioners,

We, the members of the Valle Crucis Historic Preservation Commission, are writing to express our strong support for the Valle Crucis Community Council's efforts to preserve the "old" Valle Crucis school property.

The school, constructed between 1935 and 1937, as well as the surrounding land, are significant parts of our local heritage. We believe that protecting this property would greatly benefit our community by providing open space and opportunity for future use.

We are committed to maintaining the unique character of our state's first Rural National Historic District. The school property is an integral part of that history and deserves to be protected from demolition if possible.

By supporting the Valle Crucis Community Council's efforts to preserve this valuable piece of property, the Commissioners can ensure that this historical asset is sustained for future generations.

Thank you for your time and consideration of this matter. We look forward to working together to find a solution that benefits our entire community.

Sincerely,

Erin Welsh, Chair
Heidi Tester, Vice Chair
Alyson Browett
Pat Brown
Scott Jensen

Members of the Valle Crucis Historic Preservation Commission



VALLE CRUCIS CONFERENCE CENTER

Deeply Rooted on Sacred Ground

August 29, 2024

Mr. Larry Turnbow
Chairman, Watauga County Commission
814 West King Street
Boone, NC 28607

Dear Chairman Turnbow,

The Valle Crucis Conference Center's mission includes preserving the natural beauty with which we have been entrusted. With nearly 70% of our property in perpetual conservation easement, we are honoring our mandate to keep the natural, historic, and recreational resources we enjoy safe for many generations.

In keeping with our mission, the Valle Crucis Conference Center supports preserving ownership of the undeveloped portion of the current Valle Crucis School property for public access, and specifically for expansion of the Valle Crucis Park. In addition, the Conference Center supports prioritizing flood mitigation and streambank restoration, as both are needed to make the best possible use of the available greenspace on the property and protect the surrounding properties.

We also support saving those portions of the historic stone structure of the school as is reasonable for the sake of historic preservation and community use. Several of our staff members attended the school in the days when the stone structure was the *only* school; it would be especially meaningful for generational residents of the Valle to see those portions saved, and would indicate that their lived experience and contributions over many decades to this community matter to those in decision-making positions.

The community of Valle Crucis - as well as the thousands of visitors who enjoy the park, historic landmarks, shops, and cultural centers - benefit tremendously from the natural space preserved by the Valle Crucis Park and the incredible work of the Blue Ridge Conservancy. Combining the efforts of those organizations to make the current Valle Crucis School into a sustainable part of the Park would be a coup for the County and for the High Country in general.

Yours in hospitality,

Margaret L. Love
Executive Director

P.O. Box 654
VALLE CRUCIS, NC 28691
(828) 963-4453

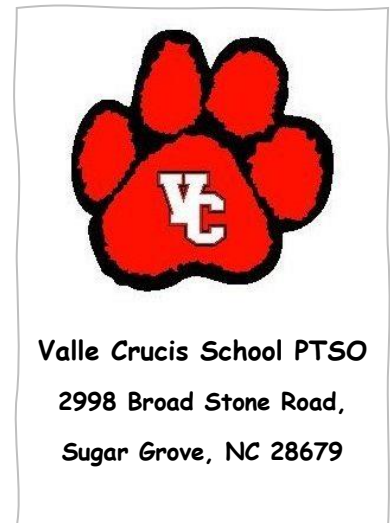
www.vcconferences.org

September 11, 2024

Statement of Support for the Valle Crucis Community Council

The Valle Crucis School PTSO Board supports the Valle Crucis Community Council in their efforts to preserve the green space land associated with the old Valle Crucis School property. We fully support the preservation of this greenspace for flood mitigation, streambank restoration and the eventual use by Valle Crucis Community Park.

The Valle Crucis School PTSO acknowledges the desire to preserve the old rock WPA portion of Valle Crucis School but does not officially take a position on this until a viable, sustainable plan and financing for such a project is finalized. Our main goal is the protection of the greenspace, the potential expansion of Valle Crucis Community Park, flood mitigation in Valle Crucis and the protection of the greater watershed.



Mitch Mayhew
2024-2025 President
Valle Crucis School PTSO

From: John & Faye Cooper jfcoop@skybest.com

Date: Sep 4, 2024 at 10:52:31 PM

To: Apple ID jfcoop@skybest.co

Dear Chairman Larry Turnbow and fellow County Commissioners,
Thank you for your service to our county.

It is our understanding that the evening of the 17th of September 2024 a presentation will be made at the Watauga County Commissioner's meeting by a representative of the Valle Crucis Community Council and the Director of the Valle Crucis Community Park. We are writing this letter to confirm our support of their presentation.

The most important things we see being discussed are your decisions regarding the property as a whole, the needed flood mitigation and most importantly the viability of possibly saving portions of the school especially those parts that were helpful in the decision process of making Valle Crucis the first Rural Historic District in our state.

We understand that demolition of portions of the school will be necessary. We ask that the Community Council be given time to evaluate the conditions under which some useful areas might be saved, but specifically the viability of the Rock portion of the building. (This will only be put in, if you approve,..Our county needs a community kitchen. The possibility of saving that area should be considered, if viable...I trust that the VCCouncil will take into consideration of saving the kitchen, if viable.)

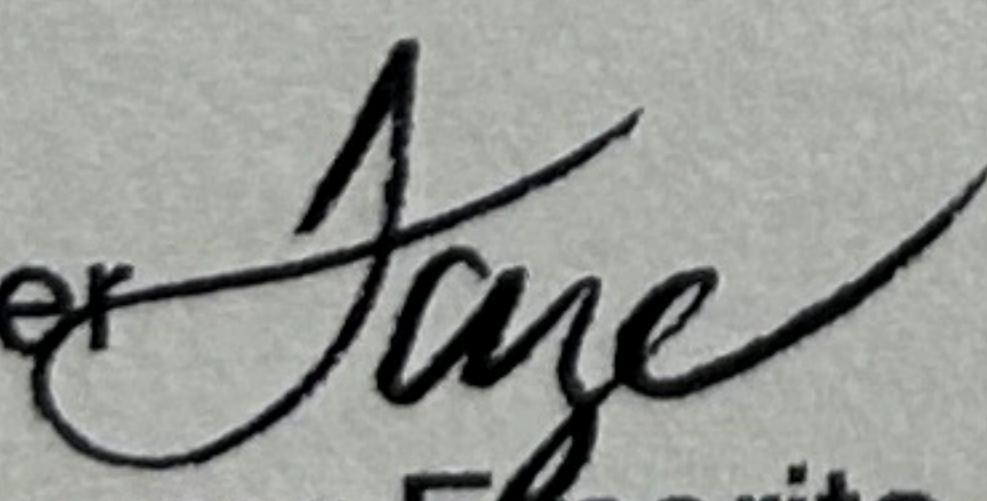
The Valle Crucis Park from its humble beginnings has become an incredible asset. not just to our community, but to the entire county, The possibility of land transfer to the park is a highly desirable outcome along with you support of needed flood mitigation by Mountain Tru/RiverKeeper, Andy Hill.

Your support of the work of our community representatives regarding their requests is vitally important to sustaining and conserving(I had preserving here, but replaced with conserving??) the aesthetic quality of Valle Crucis.

Most Sincerely,

Faye Bolick Cooper

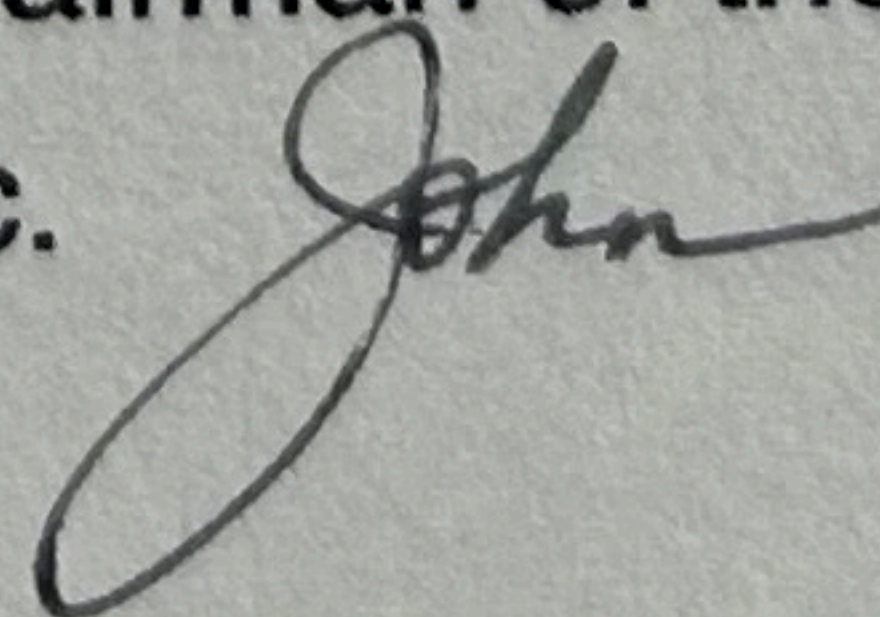
Secretary~Treasurer Emerita



John E Cooper, Jr.

Chairman of the Board

The Mast General Store, Inc.



Request to Watauga County Commissioners Regarding the “Old Valle Crucis School” Property

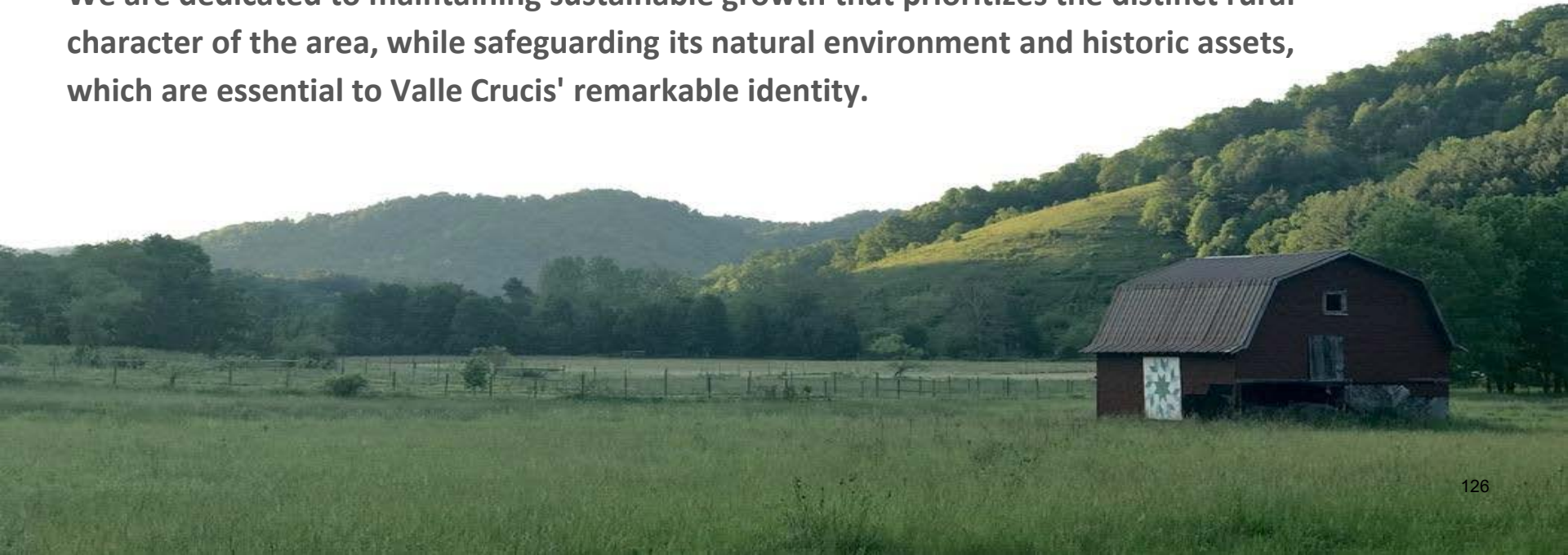
Julie Gates
Valle Crucis Community Council

Gardner Hoover
Valle Crucis Community Park

The Valle Crucis Community Council (VCCC) is a county-sanctioned planning body elected by the residents of the Valle Crucis Planning Area.

Our mission is to preserve and celebrate the cherished blend of natural beauty, historic significance, and vibrant community spirit of Valle Crucis.

We are dedicated to maintaining sustainable growth that prioritizes the distinct rural character of the area, while safeguarding its natural environment and historic assets, which are essential to Valle Crucis' remarkable identity.



2022 - 2024 COUNCIL PRIORITIES

- **Flood Mitigation**
- **“Old School” & Valle Landing Properties**



Stakeholder & Community Engagement

PARTNERS

- Watauga Riverkeeper/Mountain True
- Valle Crucis Community Park
- Blue Ridge Conservancy
- Valle Crucis Historic Preservation Commission
- Mast General Store & the Cooper Family
- Valle Crucis Conference Center
- Valle Crucis Historic Preservation Society
- Valle Crucis School PTSO



COMMUNITY SURVEY

- August 2023
- 294 Responses

Q6 - In Valle Crucis, we value...

- Preserving our historic assets.
- Maintaining our community & peaceful, small-town atmosphere.
- Preserving the natural beauty and ecological value of the Valle.
- Maintaining the rural character of Valle Crucis.
- Celebrating our unique community identity.
- Creating a safe & family-friendly environment.
- Supporting local independent businesses and farms.
- Environmental conservation.
- Minimizing the impacts of overdevelopment, especially commercial development.

Valle Crucis' Intangible Assets

- Quaint (6)
- Small (6)
- Friendly (7)
- Ambience (8)
- Serene (8)
- Not Overdeveloped/ Non-Commercial (14)
- Rural Setting/Feeling (14)
- Quiet (18)
- Peaceful (27)
- Community Spirit (74)
- Preserved, Natural, Open Space & Beautiful Scenic Views (150)

Valle Crucis' Tangible Assets

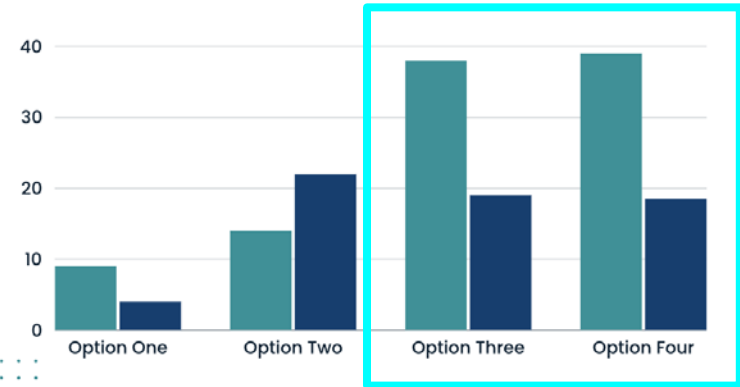
- Dark Sky (2)
- Lavender Farm (2)
- Clean Air & Water (6)
- Valle Country Fair (8)
- Holy Cross, St. John's, & Other Churches (9)
- Accessibility (12)
- Mast Farm Inn (14)
- Over Yonder (15)
- Valle Crucis Elementary (15)
- VC Conference Center (19)
- Location (25)
- Designated Historic District (25)
- Bird & Wildlife Habitat Preservation (35)
- Recreation Opportunities for All Ages (43)
- Music in the Valle (50)
- Walking Paths & Hiking Trails (73)
- Watauga River, Dutch Creek, and All Water Sources (124)
- Valle Crucis Community Park (155)

COMMUNITY MEETING

- May 5, 2024
- 108 Attendees



WHAT SHOULD WE DO WITH THE SCHOOL?



Option Three: Preserve the historic stone structure as a functional space.

Option Four: Preserve historic stone structure and other usable portions of the school.



“The old school portion of the building MUST BE saved. It is an integral part of the flavor of our community.”

Requests to Commission

PRESERVE THE LAND

Deed the 16 acres of land to the Valle Crucis Park, to be used for potential flood mitigation and ideally placed under a conservation easement.

This plan has the full support of both the Valle Crucis Community Park and Mountain True/ the Watauga Riverkeeper.



OPPORTUNITY TO EVALUATE OLD SCHOOL STRUCTURE(S)

Once the school has been vacated, allow the Valle Crucis Community Council and the Valle Crucis Preservation Society (501(c)(3)) adequate time to evaluate the historic stone structure and possible other structures so that we can decide if and how to proceed with a preservation plan.

This plan would then be presented to the Watauga County Commissioners.



Next Steps: Develop a memorandum of understanding for future use of the land and school building.

Thank You!

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AGENDA ITEM 13:

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

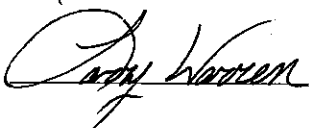
Watauga County

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 2024

	<u>Current Month</u> <u>Collections</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 2024	116,306.49	116,306.49	0.26%	
Prior Year Taxes	64,250.63	126,341.48		
Solid Waste User Fees	11,593.62	11,593.62	0.34%	
Total County Funds	\$192,150.74	\$254,241.59		
<u>Fire Districts</u>				
Foscoe Fire	1,394.05	1,394.05	0.20%	
Boone Fire	2,596.21	2,596.21	0.19%	
Fall Creek Service Dist.	0.00	0.00	0.00%	
Beaver Dam Fire	82.23	82.23	0.06%	
Stewart Simmons Fire	2,178.52	2,178.52	0.48%	
Zionville Fire	682.63	682.63	0.42%	
Cove Creek Fire	823.20	823.20	0.23%	
Shawnee-haw Fire	1,077.14	1,077.14	0.64%	
Meat Camp Fire	194.69	194.69	0.06%	
Deep Gap Fire	1,322.23	1,322.23	0.46%	
Todd Fire	53.76	53.76	0.07%	
Blowing Rock Fire	2,578.14	2,578.14	0.36%	
M.C. Creston Fire	0.00	0.00	0.00%	
Foscoe Service District	0.10	0.10	0.00%	
Beech Mtn. Service Dist.	0.00	0.00	0.00%	
Cove Creek Service Dist.	0.00	0.00	0.00%	
Shawnee-haw Service Dist	0.05	0.05	0.00%	
Total Fire Districts	12,982.95	12,982.95		
<u>Towns</u>				
Boone	40,056.22	40,056.22	0.43%	
Municipal Services	0.08	0.08	0.00%	
Total Town Taxes	\$40,056.30	\$40,056.30		
Total Amount Collected	\$232,207.04	\$294,297.89		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 13:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

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

RELEASES - 08/01/2024 TO 08/30/2024

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1004639 APPALACHIAN STATE UNIVERSITY BOONE, NC 28608-	RE 2013 2819-76-0912-000 TAX RELEASES From CAMA Integration	1098		F02	201098	0 F02 G01	18.00 112.68 ----- 130.68
1751084 BARKER, NATHAN D. 220 NORTH STAR LN DEEP GAP, NC 28618	RE 2024 2951-04-8907-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE F10	48260	08/29/2024	F10	11953	0 F10	251.30
1012830 BLACKBURN, WILLIAM ROGER AND JEAN 3567 BIG HILL ROAD TODD, NC 28684	RE 2024 2933-04-2791-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE F11	46873	08/29/2024	F11	11950	0 F11	101.43
1614733 BRIGGS, ROBERT E BRIGGS, NANCY C 156 ANCHOR DRIVE VERO BEACH, FL 32963	RE 2024 2817-65-9966-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE G01	26396	08/29/2024	C03	11942	0 G01	3,109.40
1517228 BROSCHINSKI, RUDY E. BROSCHINSKI, BEVERLY 324 BEL AIR DR SUGAR GROVE, NC 28679-9611	RE 2024 1953-02-2027-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE F04	13907	08/29/2024	F04	11938	0 F04	70.00
1568832 BROWN, JAMES BLAKE BELL, INGRID BROWN PO BOX 1153 BOONE, NC 28607	RE 2016 1994-01-9125-000 TAX RELEASES LOST LIEN MUNIS DID NOT PROVIDE DATA	22154	08/19/2024	F06	11921	0 F06 G01	90.00 563.40 ----- 653.40
1568832 BROWN, JAMES BLAKE BELL, INGRID BROWN PO BOX 1153 BOONE, NC 28607	RE 2017 1994-01-9125-000 TAX RELEASES LOST LIEN MUNIS DID NOT PROVIDE DATA	22341	08/19/2024	F06	11922	0 F06 G01	90.00 635.40 ----- 725.40
1632288 CLARK, CHARLES LOWELL 149 LOFTY VIEW RD BOONE, NC 28607	RE 2024 2932-84-4454-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODES G01 AND F10	46793	08/29/2024	F10	11932	0 F10 G01	248.35 1,579.51 ----- 1,827.86

RELEASES - 08/01/2024 TO 08/30/2024

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1526008 CLARK, JOHN L CLARK, JUDITH M 1001 S.E. 8TH ST. OCALA, FL 34471-3970	RE 2024	10375	08/29/2024			0 F03	115.00
	1941-67-5864-000			F03		G01	731.40
	CORRECT BILL RUN				11947		-----
	DOUBLE BILLED CHARGE CODES	G01		AND F03			846.40
1818857 CONIGULIARO, CHARLES A CONIGULIARO, SUZANNE B 535 PINNACLE RIDGE RD BEECH MOUNTAIN, NC 28604	RE 2024	7885	08/29/2024			0 G01	2,528.74
	1940-38-1542-000			C05	11955		
	CORRECT BILL RUN						
	DOUBLE BILLED CHARGE CODE	G01					
1040120 DANNER, TOMMY P.O. BOX 605 VALLE CRUCIS, NC 28691-0605	PP 2024	1671	08/29/2024			0 FS1	.50
	40120999			FS1	11928		
	CORRECT BILL RUN						
	DOUBLE BILLED CHARGE CODE	FS1					
1784836 DAVE & MARTIN INC 208-A FACULTY STREET BOONE, NC 28607	PP 2024	764	08/29/2024			0 C02	87.75
	2809			C02	11924	G01	71.55
	CORRECT BILL RUN					C02L	8.78
	DOUBLE BILLED					G01L	7.16
							175.24
1747902 DF CNIGAN, LLC PO BOX 1352 BLOWING ROCK, NC 28605	RE 2014	42203				2,900 F02	1.45
	2920-20-5262-000			F02	2042203	G01	9.08
	TAX RELEASES						-----
	From CAMA Integration						10.53
1788901 E SQUARED HOLDINGS, LLC 553 OAK ST BOONE, NC 28607	RE 2024	38345	08/29/2024			0 C02	915.72
	2910-16-6486-000			C02	11933		
	CORRECT BILL RUN						
	DOUBLE BILLED CHARGE CODE	C02					
1760552 ESTES, CHRISTOPHER M. 2056 AHO RD BOONE, NC 28607	PP 2024	434	08/29/2024			0 F12	.31
	1666			F12	11925	G01	1.94
	CORRECT BILL RUN					F12L	.03
	DOUBLE BILLED					G01L	.19
							2.47
1725189 FARTHING, DEWEY LEE (LIFE ESTATE) 2970 KELLERSVILLE RD BANNER ELK, NC 28604	RE 2024	10642	08/29/2024			0 F03	155.15
	1942-52-1532-000			F03	11943	G01	986.75
	CORRECT BILL RUN						-----
	DOUBLE BILLED CHARGE CODES	G01		AND F03			1,141.90

RELEASES - 08/01/2024 TO 08/30/2024

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1050632 FARTHING, DEWEY LIFE ESTATE PERRY, FELICIA ANN C/O FELICIA ANN PERRY 2780 KELLERSVILLE RD BANNER ELK, NC 28604	RE 2024 1942-52-7073-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODES	10646	08/29/2024	F03	11941	0 F03 G01	72.80 463.01 ----- 535.81
1609697 FESTA, FRANK LAWRENCE JR FESTA, LINDA M 17225 73RD COURT N LOXAHATCHEE, FL 33470	RE 2024 1942-50-9507-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE	10638	08/29/2024	F03	11935	0 F03 G01	141.00 896.76 ----- 1,037.76
1062595 GREENE, JOHN E GREENE, LENNIS 476 CIRCLE DRIVE EAST BOONE, NC 28607	RE 2024 1981-47-1516-000 CORRECT BILL RUN QUADRUPLE BILLED CHARGE CODES	18337	08/29/2024	F07	11951	0 F07 F07 F07 G01 G01 G01	67.00 67.00 67.00 426.12 426.12 426.12 1,479.36
1070192 HARMON, CECIL IRA AND PAULINE 4346 ROMINGER RD BANNER ELK, NC 28604-8329	PP 2024 70192999 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE	1710	08/29/2024	FS8	11927	0 FS8	.15
1791733 KING, LEWIS H. KING, LAUREN S. 1024 MOCKINGBIRD DR RALEIGH, NC 27615	RE 2024 1972-99-7741-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE	16889	08/29/2024	F07	11939	0 F07	200.35
1539701 LANGSTON, CAROL JEAN PRESNELL P O BOX 113 SOUTHMONT, NC 27351	RE 2024 1941-88-0083-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODES	10600	08/29/2024	F03	11929	0 F03 G01	64.55 410.54 ----- 475.09
1857620 LINEBERGER, ROBERT H JR LINEBERGER, LOIS 3680 DOCKSIDE LN SHERRILLS FORD, NC 28673	RE 2024 1941-89-9200-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODES	10604	08/29/2024	F03	11944	0 F03 G01	324.05 2,060.96 ----- 2,385.01
1521621 MCSWAIN, GEORGE L JR MCSWAIN, BRENDA A 4958 STONINGTON RD WINSTON SALEM, NC 27103-5239	RE 2024 2859-31-1514-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE	33346	08/29/2024	F05	11952	0 F05	224.15

RELEASES - 08/01/2024 TO 08/30/2024

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1858962 MITCHELL, DANIEL THOMAS WILSON, CARRIE LEE 167 MOUNTAIN HOME RD ELK PARK, NC 28622	RE 2024 1941-48-7121-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE F03	9979	08/29/2024	F03	11931	0 F03	166.55
1773704 NEW RIVER TIRE & ALIGNMENT, INC PO BOX 3021 BOONE, NC 28607-3021	RE 2024 2931-30-1975-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE F10	46090	08/29/2024	F10	11940	0 F10	148.42
1721964 PEELER, JOHN T 6096 NC HIGHWAY 801 S MOCKSVILLE, NC 27028	RE 2024 1941-15-8135-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE F03	9499	08/29/2024	F03	11949	0 F03	200.45
1218593 POTTER, WAYNE D AND RETA PO BOX 328 DEEP GAP, NC 28618	RE 2024 2950-54-7438-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODES G01 AND F10	48017	08/29/2024	F10	11937	0 F10 G01	33.65 214.01 ----- 247.66
1752815 PRESNELL, JASON L 231 WILEY HARMON RD BANNER ELK, NC 28604	RE 2024 1941-86-8937-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODES G01 AND F03	10594	08/29/2024	F03	11946	0 F03 G01	77.65 493.85 ----- 571.50
1794492 PYFROM, COLIN ANTHONY PYFROM, NEELMA 1823 HALL POINT RD MOUNT PLEASANT, SC 29466	RE 2024 1889-53-2623-004 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE F01	4878	08/29/2024	F01	11948	0 F01	177.90
1721438 REISS, EDMUND 7633 WAKE RD DURHAM, NC 27713	RE 2024 1941-99-7880-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE F03	10628	08/29/2024	F03	11934	0 F03	294.60
1814259 ROYCROFT, ADAM ROYCROFT, SHERRI 620 EDGEWATER RIDGE CT APEX, NC 27523	RE 2024 1941-72-7106-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE G01	10490	08/29/2024	C05	11936	0 G01	1,126.36
1860079 SCHECK, JOHN W. SCHECK, TRACY 50 LAKEWOOD CAUSEWAY WINTER HAVEN, FL 33884	RE 2024 2817-44-5391-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE G01	26095	08/29/2024	C03	11930	0 G01	3,738.73

RELEASES - 08/01/2024 TO 08/30/2024

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1754025 SHEETS, SUE BETH 633 NC NORRIS RD BOONE, NC 28607	RE 2024 2923-55-4071-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE F09	44944	08/29/2024	F09	11954	0 F09	100.95
1828546 WESTHAVEN, JONATHAN MONTAGUE WESTHAVEN, MARTHA CAROLINE 197 HIGH HOLLOW RD DEEP GAP, NC 28618	RE 2024 2858-87-8832-000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE F05	33169	08/29/2024	F05	11945	0 F05	310.51
1181387 WINGROVE, JAMES 115 BUCKHORN DR GREENVILLE, SC 29609	PP 2024 97035000 CORRECT BILL RUN DOUBLE BILLED CHARGE CODE FS1	1735	08/29/2024	FS1	11926	0 FS1	6.57
1860771 WROBEL, JERRY 165 ROBIN LANE APT 106 BOONE, NC 28607	PP 2024 4568 CORRECT BILL RUN SHOULD NOT BE BILLED 2 SOLID WASTE FEES	1547	08/29/2024	F12	11923	0 SWF	102.87
DETAIL SUMMARY	COUNT: 37	RELEASES - TOTAL				2,900	26,021.72

RELEASES - 08/01/2024 TO 08/30/2024

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2013	RE	F02	BOONE FIRE RE	18.00
2013	RE	G01	WATAUGA COUNTY RE	112.68
2013 TOTAL			130.68	
2014	RE	F02	BOONE FIRE RE	1.45
2014	RE	G01	WATAUGA COUNTY RE	9.08
2014 TOTAL			10.53	
2016	RE	F06	ZIONVILLE FIRE RE	90.00
2016	RE	G01	WATAUGA COUNTY RE	563.40
2016 TOTAL			653.40	
2017	RE	F06	ZIONVILLE FIRE RE	90.00
2017	RE	G01	WATAUGA COUNTY RE	635.40
2017 TOTAL			725.40	
2024	RE	C02	BOONE RE	915.72
2024	RE	F01	FOSCOE FIRE RE	177.90
2024	RE	F03	FALL CREEK FIRE DISTRICT	1,611.80
2024	RE	F04	BEAVER DAM FIRE RE	70.00
2024	RE	F05	STEWART SIMMONS FIRE RE	534.66
2024	RE	F07	COVE CREEK FIRE RE	401.35
2024	RE	F09	MEAT CAMP FIRE RE	100.95
2024	RE	F10	DEEP GAP FIRE RE	681.72
2024	RE	F11	TODD FIRE RE	101.43
2024	RE	G01	WATAUGA COUNTY RE	19,618.38
2024	PP	C02	BOONE PP	87.75
2024	PP	C02L	BOONE LATE LIST	8.78
2024	PP	F12	BLOWING ROCK FIRE PP	.31
2024	PP	F12L	BLOWING ROCK FIRE LATE LIST	.03
2024	PP	FS1	FOSCOE SERV DIST PP	7.07
2024	PP	FS8	SHAWNEEHAW SERV DIST PP	.15
2024	PP	G01	WATAUGA COUNTY PP	73.49
2024	PP	G01L	WATAUGA COUNTY LATE LIST	7.35
2024	PP	SWF	SANITATION USER FEE	102.87
2024 TOTAL			24,501.71	
SUMMARY TOTAL			26,021.72	

RELEASES - 08/01/2024 TO 08/30/2024

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2024	C02	BOONE PP	1,003.47
C02	2024	C02L	BOONE LATE LIST	8.78
C02	2024	G01	WATAUGA COUNTY PP	71.55
C02	2024	G01L	WATAUGA COUNTY LATE LIST	7.16
		C02	TOTAL	1,090.96
C03	2024	G01	WATAUGA COUNTY RE	6,848.13
		C03	TOTAL	6,848.13
C05	2024	G01	WATAUGA COUNTY RE	3,655.10
		C05	TOTAL	3,655.10
F01	2024	F01	FOSCOE FIRE RE	177.90
		F01	TOTAL	177.90
F02	2013	F02	BOONE FIRE RE	18.00
F02	2013	G01	WATAUGA COUNTY RE	112.68
F02	2014	F02	BOONE FIRE RE	1.45
F02	2014	G01	WATAUGA COUNTY RE	9.08
		F02	TOTAL	141.21
F03	2024	F03	FALL CREEK FIRE DISTRICT	1,611.80
F03	2024	G01	WATAUGA COUNTY RE	6,043.27
		F03	TOTAL	7,655.07
F04	2024	F04	BEAVER DAM FIRE RE	70.00
		F04	TOTAL	70.00
F05	2024	F05	STEWART SIMMONS FIRE RE	534.66
		F05	TOTAL	534.66
F06	2016	F06	ZIONVILLE FIRE RE	90.00
F06	2016	G01	WATAUGA COUNTY RE	563.40
F06	2017	F06	ZIONVILLE FIRE RE	90.00
F06	2017	G01	WATAUGA COUNTY RE	635.40
		F06	TOTAL	1,378.80
F07	2024	F07	COVE CREEK FIRE RE	401.35
F07	2024	G01	WATAUGA COUNTY RE	1,278.36
		F07	TOTAL	1,679.71
F09	2024	F09	MEAT CAMP FIRE RE	100.95
		F09	TOTAL	100.95
F10	2024	F10	DEEP GAP FIRE RE	681.72

RELEASES - 08/01/2024 TO 08/30/2024

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F10	2024	G01 WATAUGA COUNTY RE	1,793.52
		F10 TOTAL	<u>2,475.24</u>
F11	2024	F11 TODD FIRE RE	101.43
		F11 TOTAL	<u>101.43</u>
F12	2024	F12 BLOWING ROCK FIRE PP	.31
F12	2024	F12L BLOWING ROCK FIRE LATE LIST	.03
F12	2024	G01 WATAUGA COUNTY PP	1.94
F12	2024	G01L WATAUGA COUNTY LATE LIST	.19
F12	2024	SWF SANITATION USER FEE	102.87
		F12 TOTAL	<u>105.34</u>
FS1	2024	FS1 FOSCOE SERV DIST PP	7.07
		FS1 TOTAL	<u>7.07</u>
FS8	2024	FS8 SHAWNEEHAW SERV DIST PP	.15
		FS8 TOTAL	<u>.15</u>
		SUMMARY TOTAL	26,021.72

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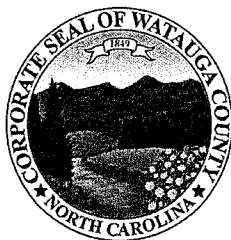
AGENDA ITEM 14:

DSS MOU

MANAGER'S COMMENTS:

Mr. Tom Hughes, Social Services Director, will present the State's MOU with the County pertaining to the Social Services Department.

Board action is required to approve the MOU.



Watauga County Department of Social Services

SOCIAL SERVICES BOARD
Reagan Breitenstein , Chair
Mary Smaling, Vice Chair
Tiffany Christian
Matthew Rollins
Charlie Wallin

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

Tom Hughes
Director

Subject: Memorandum of Understanding between North Carolina Department of Health and Human Services and Watauga County 2024-2026

Content: In consideration of the mutual promises and agreements contained, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2024, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

The term has been modified since last MOU from 1 year to 2 year and term will be 2024-2026.

Main Issue: NC DHHS percentage expectations are the same across the state, larger agencies have no problem meeting this expectation, while smaller agencies struggle. Why? In Watauga County, one error can drop agency to below the state expectation. It is simply not a one size fits all understanding and state should do more the correct this major flaw in current MOU.

Many agencies across NC have not signed the current MOU and NC DHHS is fully aware of why.

Please consider the above before making your final decision regarding MOU.

Tom Hughes, DSS Dir.
Watauga County Department of Social Services
132 Poplar Grove Connector, Suite C
Boone, North Carolina 28607
Office: 828.265.8100
Fax: 828.265.7638

“Real strength has to do with helping others.” –Mr. Rogers

MEMORANDUM OF UNDERSTANDING

(FISCAL YEAR 2024-25 and 2025-26)

BETWEEN

THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
WATAUGA COUNTY

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74,
an Act of the North Carolina General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Watauga County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2024, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.1 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and County, a political subdivision of the State of North Carolina.

1.2 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties Parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a

subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.1 Terms of the MOU

The term of this MOU shall be for a period of two years beginning July 1, 2024 and ending June 30, 2026.

2.2 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, public health emergency or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.1 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory.
- (2) The Terms of Understanding
- (3) Addendum A – Data Sharing Memorandum of Agreement
- (4) Attachment I – Mandated Performance Requirements:
 - a. I-A: Energy Programs
 - b. I-B: Work First
 - c. I-C: Food and Nutrition Services
 - d. I-D: Child Welfare – Foster Care
 - e. I-E: Adult Protective Services
 - f. I-F: Special Assistance
 - g. I-G: Child Support Services
- (5) Attachment II - Child Welfare - CFSR

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.1 Definitions

While “County” is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies.
- (2) "County director of social services" also means the human services director, whichever applies.
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or “Social services programs other than medical assistance” means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the Parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary’s Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County’s obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the Parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Carla West, Division Director, Human Services NCDHHS 2417 Mail Services Center Raleigh, NC 27699-2001	Carla West NCDHHS Dorethea Dix Campus, McBryde Building Phone: 919-855-4755 E-mail: carla.west@dhhs.nc.gov

For County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information thirty days in advance of the effective date of new policy to the extent feasible or practicable, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Performance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.

- iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that affect social services programs covered under this MOU. Communication shall be timely, and alerts sent to counties to let them know of the upcoming changes.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.

- iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.
- (2) The County shall comply with the following administrative responsibilities:
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County’s provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County’s social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation.
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
 - d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.

- ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.
- e. Inter-agency Cooperation:
- i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. The Parties hereby adopt and incorporate the terms of the Data Sharing Agreement attached as Addendum A as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the Parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive

venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2024 and shall continue in effect until June 30, 2026.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

County

BY: _____
Name

BY: _____
Name

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

ADDENDUM A: DATA SHARING MEMORANDUM OF AGREEMENT

Between

North Carolina Department of Health and Human Services

And

Watauga County Department of Social Services/Human Services Agency Name

This Data Sharing Memorandum of Agreement (MOA) between the North Carolina Department of Health and Human Services (NC DHHS or Agency) and Watauga County (County) (and collectively with Agency referred to as the Parties) establishes the agreement between the Parties regarding the County's access to, and use and disclosure of, all confidential data and information provided by the Agency to the County, for purposes of administering North Carolina's public assistance and public service programs.

1. PURPOSE AND SCOPE

The purpose of this MOA is to identify certain roles and responsibilities of each party as it relates to the sharing and use of all confidential data and information provided by the Agency to the County in connection with the administration of North Carolina's public assistance programs as well as the County's administration and performance of other public services delegated to it by law (collectively referred to as NCDHHS Data). For purposes of this MOA, NCDHHS Data, includes, but is not limited to:

- a. Social Security Administration (SSA) data;
- b. Federal Tax Information (FTI) as defined in the current IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (IRS Publication 1075);
- c. protected health information as defined by 45 CFR 160.103;
- d. personal information, as defined by the North Carolina Identity Theft Protect Act, N.C.G.S. § 75-61(10);
- e. identifying information, as defined by N.C.G.S. § 14-113.20(b); and
- f. names or other information concerning persons applying for or receiving public assistance or social services which are confidential pursuant to N.C.G.S. §108A- 80.

More specifically, the objectives of this MOA are to:

- Manage the information technology process and systems pertaining to the NCDHHS Data provided by the Agency to the County, and received by the County from the Agency, to ensure compliance with all applicable federal and state laws, regulations, standards and policies regarding the confidentiality, privacy and security of this NCDHHS Data.

- Enhance the County's secure receipt, access to, and use of NCDHHS Data provided by the Agency to the County.
- Allow the County to access and utilize NCDHHS Data provided by the Agency for purposes of administering North Carolina's public assistance and public service programs.

2. BACKGROUND

The Agency administers and oversees a variety of public assistance and public service programs for the State of North Carolina (collectively, Public Assistance Programs), including, but not limited to, the following:

- NC Medicaid Program
- NC Health Choice for Children (North Carolina's CHIP Program)
- Temporary Assistance for Needy Families
- Supplemental Nutrition Assistance Program
- NC Food and Nutrition Services (North Carolina's SNAP Program)
- Work First (North Carolina's Temporary Assistance for Needy Families program)
- Women, Infants and Children (WIC)
- Adult and Family Services
- Child Support Services
- Child Welfare Services

As part of its role pertaining to these Public Assistance Programs, the Agency receives, maintains, and stores certain data pertaining to applicants for, and recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The County administers the daily operations of many of the Public Assistance Programs at the local level, in accordance with State and Federal law, and policies and rules adopted by the Agency. As part of its role pertaining to these Public Assistance Programs, the County accesses and utilizes certain data pertaining to applicants for, or recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The Agency and the County agree to work cooperatively to ensure that NCDHHS Data is available to the County for purposes of administering North Carolina's Public Assistance Programs, and that the County accesses and utilizes NCDHHS Data in accordance with applicable federal and state laws, regulations, standards and policies governing confidentiality, privacy and security of the NCDHHS Data and the terms of this MOA. The parties acknowledge and agree that this MOA is intended to continue and renew and prior similar memorandum of agreement in place between the Parties which was effective on or about October 14, 2016.

3. AUTHORITY OF PARTIES

Each Party is an agency of the State of North Carolina and operating pursuant to its respective statutory authority and obligations. This MOA is authorized under the provisions of N.C.G.S. §§ 108A-25, 108A-54, and 153A-11 and Article 13 of Chapter 153A of the North Carolina General Statutes, and the implementing recommendations or regulations of these laws, if any. For the convenience of the Parties and avoidance of doubt, the Parties acknowledge and agree that NC DHHS is the “Agency” as such term is used in IRS Publication 1075, and that the County is a statutory agent but not a “contractor” or “agent” as such term is used in North Carolina statutory or common law. The Agency acknowledges it is authorized to receive and use FTI pursuant to 26 U.S.C.

§ 6103.

4. PARTIES’ ROLES AND RESPONSIBILITIES

Pursuant and subject to this MOA, the Agency shall provide to the County NCDHHS Data pertaining to the Public Assistance Programs, through access to the Agency’s information technology systems utilized in conjunction with the Public Assistance Programs. These information technology systems include, but are not limited to, the Agency’s current NC FAST case management system (NC FAST), and the legacy information systems which preceded NC FAST (collectively, NCDHHS Information Systems). The NCDHHS Information Systems are secured via Agency access control mechanisms and related procedures, including, but not limited to, Resource Access Control Facility (RACF), North Carolina Identification (NCID), and Web Identity Role Management Portal (WIRM) (collectively, NCDHHS Access Controls).

All NCDHHS Data that the Agency provides to the County shall remain confidential and secure at all times. Confidentiality and security of this NCDHHS Data will be maintained by the County in accordance with all applicable federal and state laws, regulations, standards and policies governing this NCDHHS Data and in accordance with the terms of this MOA. Only appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data will be granted access to the NCDHHS Data, through the NCDHHS Information Systems and NCDHHS Access Controls. Any data, records or other information shared through this MOA are protected from unauthorized use and disclosure and shall be accessed and used by the County solely for purposes of administering and operating the Public Assistance Programs.

NCDHHS agrees:

- a. To provide NCDHHS Data to the County through access to the NCDHHS Information Systems in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA.
- b. To allow the County to access and utilize the NCDHHS Data to administer and operate the Public Assistance Programs.

- c. To allow appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data to access and utilize the NCDHHS Data through access to the NCDHHS Information Systems, to the extent needed to perform their job responsibilities.
- d. To work cooperatively with the County regarding County employee and contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- e. To be responsible for supervision of its own employees and contractors.

The County agrees:

- a. To grant access to NCDHHS Data through access to the NCDHHS Information Systems only to County employees and contractors authorized in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA. The County shall conduct background checks for individual employees prior to authorizing their access to FTI.
- b. To ensure the NCDHHS Data and NCDHHS Information Systems are accessed and utilized only for the purposes authorized by law and under this MOA in conjunction with the administration and operation of the Public Assistance Programs.
- c. To grant access to the NCDHHS Data only to appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data, and only for purposes of administering and operating the Public Assistance Programs.
- d. To ensure NCDHHS data is available only to persons authorized by law and this MOA to access and use the NCDHHS Data.
- e. To ensure NCDHHS Information Systems are accessed only by persons authorized by law and this MOA to access the NCDHHS Information Systems.
- f. To obtain prior written permission from NCDHHS for the disclosure of any NCDHHS Data to any contractor. If NCDHHS approves disclosure of any NCDHHS Data to a County contractor, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms of this MOA as it relates to the contractor's access to NCDHHS Data.
- g. To obtain prior written permission from NCDHHS for granting access to any of the NCDHHS Information Systems to any contractor. If NCDHHS approves access of a contractor to any NCDHHS Information System, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms

of this MOA as it relates to the contractor's access to NCDHHS Information Systems.

- h. To ensure that all information technology systems receiving, storing, processing, or transmitting FTI meet the requirements in IRS Publication 1075, including the requirements set forth in Exhibit 7 to IRS Publication 1075, a copy of which is available at: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>.
- i. To maintain a current list of employees and contractors authorized to access and utilize the NCDHHS Data provided by the Agency pursuant to this MOA, and to provide the Agency a copy of that list upon written request by the Agency.
- j. To submit, when requested by the Agency, a written certification that continuous security monitoring has been performed in accordance with applicable requirements. Additionally, the County will submit a written certification that all mainframe and network device configurations supporting the County environment is compliant with all applicable requirements. This certification will be provided to the Agency with supporting evidence, such as a recent vulnerability scan.
- k. At the Agency's request, the County will work with the IRS, Social Security Administration, or other federal agencies or their agents with respect to periodic safeguard and security reviews. The County will support the resolution of the Agency's finding based on a written plan satisfactory to both Parties.
- l. Upon notification from the IRS, Social Security Administration, other federal agencies, or the Agency of changes to functional and security specifications, the County will collaborate with the Agency to develop and implement plans to meet specified requirements in accordance with guidance and direction provided by the IRS and/or the Agency. The County will be responsible for costs arising from such modifications.
- m. To provide annual access and disclosure awareness and incident reporting training to its employees and any approved contractors that may have access to SSA data and/or FTI data (only certain functions in support of Child Support Enforcement may allow contractor access to FTI).
- n. To work cooperatively with the Agency regarding County employee or contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- o. To be responsible for supervision of its own employees and contractors.

5. ACCESS CONTROL

The County shall be responsible for reviewing, approving, delegating and monitoring access by County employees and any approved contractors to NCDHHS Data, in strict accordance with the NCDHHS Access Controls applicable to the NCDHHS Information Systems involved and in accordance with the terms of the MOA. In addition, the County will adhere to any written standard or guidelines provided by the Agency regarding management and implementation of the NCDHHS Access Controls, and access to the NCDHHS Information Systems, including, but not limited to, the information systems [access control policy](#) in the current version of the [North Carolina Statewide Information Security Manual](#).

6. CONFIDENTIALITY AND SECURITY

The Agency and the County acknowledge and agree that the NCDHHS Data which the Agency provides to the County shall be classified as, and shall remain, “NCDHHS Data” or “State Data”. At no time will the NCDHHS Data provided by the Agency ever be classified as County data.

The County acknowledges and agrees that in accessing, receiving, utilizing or otherwise dealing with the NCDHHS Data, it will safeguard and not use or disclose such NCDHHS Data except as provided in this MOA. The County shall protect the confidentiality of the NCDHHS Data in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, including, but not limited to the following:

- Privacy Act of 1974 (5 USC § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988;
- IRS Publication 1075;
- Medicaid, 42 U.S.C. § 1396(a)(a)(7), 42 CFR Part 431.300-307;
- Temporary Assistance to Needy Families, 42 U.S.C. § 602 (a)(1)(A)(iv);
- Supplemental Nutrition Assistance Program, 7 U.S.C. § 2020 (e)(8); 7 CFR Part 272.1(c);
- Social Security Act, 42 U.S.C. § 1396(a)(a)(7);
- Social Security Administration Disclosure, 20 CFR Part 401;
- Child Support, 42 U.S.C. § 654(26);
- Public Assistance Programs (Public Welfare), 45 CFR Part 205.50; and U.S. Department of Labor Employment and Training Administration, 20 CFR Part 603;
- Health Information Portability and Accountability Act and HIPAA Privacy Rule, 45 CFR Part 160 and Subparts A and E of Part 164;
- North Carolina law governing confidentiality of, and access to, public assistance program data and records, including N.C. Gen. Stat. 108A-80 and implementing regulations; and
- North Carolina Identify Theft Protection Act, N.C. Gen. Stat. 75-60 et seq. and 132-1.10 and any implementing regulations.

The County acknowledges and agrees that some of the data elements included within the NCDHHS Data can be classified as “identifying information” within the meaning of N.C.G.S. -113.20(b). In addition, the combination of certain data elements could classify the data elements as “personal information” within the meaning of N.C.G.S. § 75-61(10). Since the Agency and the County are subject to the North Carolina Identity Theft Protect Act requirements, N.C.G.S. § 132-1.10 and 75-65, the Agency and the County acknowledge and understand that the unauthorized disclosure, misuse, or loss of these certain data elements could subject the County and/or the Agency to security breach notification requirements.

The County shall safeguard and protect the security of the NCDHHS Data from loss, theft, or inadvertent disclosure, in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, and policies including, but not limited to the following:

- Federal Information Security Management Act of 2002 (44 USC 3541 et seq.);
- SSA’s “Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration”
- IRS Publication 1075;
- Health Information Portability and Accountability Act and HIPAA Security Rule, 45 CFR Part 160 and Subparts A and C of Part 164; and
- National Institute of Standards and Technology guidelines.

In accordance with applicable federal and North Carolina statutes, regulations, standards, and policies, the County shall use appropriate physical and technological security safeguards to prevent re-disclosure of NCDHHS Data, and to protect NCDHHS Data in paper and/or electronic forms during transmission, storage or transport. The County shall use encryption during the data transmission process and shall protect NCDHHS Data on portable computers and devices through the use of applicable encryption and strong authentication procedures and other security controls to make NCDHHS Data unusable and inaccessible by unauthorized individuals.

The County shall monitor County employees’ access to higher-risk NCDHHS Data elements such as Social Security numbers, dates of birth, and FTL. The County shall terminate access privileges to NCDHHS Data of County employees immediately when their employment has been terminated or their job responsibilities no longer require access.

The County shall dispose of paper and equipment containing NCDHHS Data in a secure manner in accordance with applicable law and information security NIST standards. At the request of the Agency, the County shall provide documentation of proper disposal of NCDHHS Data to NCDHHS.

The County shall implement procedures for detecting, investigating, reporting and responding to security incidents involving NCDHHS Data. The County shall implement an Incident Management Plan which will be the source for how to handle incident management involving NCDHHS Data, and the Incident Management Plan will be available to the Agency upon request.

The County shall evaluate and report all losses, misuse, or unauthorized disclosure of NCDHHS Data to the NCDHHS Privacy and Security Office without unreasonable delay. Any expenses incurred as a result of the loss, misuse, or unauthorized disclosure of NCDHHS Data by the County will be the responsibility of the County.

The County shall report any suspected or confirmed privacy or security breach or incident involving the NCDHHS Data to the NCDHHS Office of Privacy and Security via electronic mail and the Office's website: <http://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security>, within 24 hours after the suspected or confirmed breach is first discovered. The County shall report any suspected or confirmed privacy or security breach involving Social Security Administration or Federal Tax Information data to: (i) the NCDHHS Office of Privacy and Security via the online incident reporting tool at the link above, or if after normal business hours, (ii) the NCDHHS Chief Information Security Officer via the phone numbers listed at the link above, **IMMEDIATELY** and within 60 minutes after the suspected or confirmed privacy or security breach is first discovered. The County acknowledges and agrees that it must make immediate reports of any suspected or confirmed breach involving SSA or FTI data in the manner set forth above in order to enable the Agency to fulfill the Agency's obligation to report the suspected or confirmed breach to the SSA or IRS (as applicable) within one hour after it is first discovered. The County will collaborate and cooperate with the Agency regarding investigation, actions and potential remedies pertaining to any suspected or confirmed privacy or security breach or incident involving NCDHHS Data.

If the County experiences a security breach involving NCDHHS Data, the County will be responsible for providing notification to all affected persons. The County will collaborate and cooperate with the NCDHHS Office of Privacy and Security regarding the content and timing of notification prior to providing the notification. Any and all expenses incurred as a result of any suspected or confirmed security breach involving NCDHHS Data will be the responsibility of the County.

7. CONTACTS

The Parties mutually agree that the following named individuals will be designated as points of contact for the MOA on behalf of the Agency and the County:

For NCDHHS:

Pyreddy Reddy Chief Information Security officer N.C. DHHS Privacy and Security Office 695 Palmer Drive Raleigh, NC 27605 Phone: (919) 855-3090 Fax: (919) 733-1524 Email: pyreddy.reddy@dhhs.nc.gov	
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For County:

[Name] [Title] [Address] [Phone Number] [Fax Number] [E-Mail]	
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The Parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

8. LIABILITY AND INDEMNIFICATION

Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina or the assumption by the State of any liability contrary to the laws and statutes of North Carolina. Each Party shall be responsible for its own liabilities and neither Party shall seek indemnification from the other.

This MOA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors in the event of governmental reorganization pursuant to N.C.G.S. § 143A-6 or other authority.

9. MONITORING AND AUDITING

The IRS, SSA, any other federal agency or the Agency, with advance notice, shall have the right to send its officers and employees into the offices and facilities of the County for inspection of the County's facilities to ensure that adequate safeguards and security measures have been maintained as required by this MOA. Key areas to be inspected include record keeping, secure storage, limited access, disposal, and computer security systems such as those described in IRS Publication 1075. The County and the Agency will work together to correct any deficiencies identified during any internal inspection. The Agency may opt to utilize the County representatives for compliance validation.

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and other applicable laws or regulations.

The NC DHHS Privacy and Security Office will conduct privacy and security assessments based on NIST Standards, Federal, State and DHHS Privacy and security requirements,

10. DURATION OF AGREEMENT AND MODIFICATION

This MOA is effective on January 1, 2024, and shall continue for an initial term of 18 months following the effective date, through and including June 30, 2026, after which it will be renewed automatically for up to two additional one-year terms, unless either party provides prior written notice to the other party of its intent not to renew the MOA within 90 days prior to the end of the current term.

The Parties shall review this MOA as deemed necessary by the Agency, or upon the written request of either the Agency or the County to the other party, or whenever a State or Federal statute is enacted that material affects the substance of this MOA, in order to determine whether it should be revised or renewed, as applicable.

Notwithstanding all other provisions of this MOA, the Parties agree that this MOA may be amended at any time by written mutual consent of both Parties.

11. GOVERNING LAW

The validity of this MOA and any of its terms or provisions, as well as the rights and duties of the parties to this MOA, are governed by the laws of North Carolina. The place of this MOA and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

12. OTHER PROVISIONS/SEVERABILITY

Nothing in this MOA is intended to conflict with current federal or state laws or regulations, or any governing policies of the County or the Agency. If any term of this MOA is found by any

court or other legal authority, or is agreed by the Parties to be in conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this MOA shall remain in full force and effect.

13. ENTIRE AGREEMENT

This MOA and any amendments hereto and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral and written statements or agreements.

14. TERMINATION

The Parties may terminate this MOA at any time upon mutual written agreement. In addition, either party may terminate this MOA upon 90 days' advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice or at a later date specified in the notice. In the event this MOA is terminated unilaterally by the County, the Agency will suspend the flow of NCDHHS Data to the County until a superseding written agreement is executed by the Parties.

The Agency may immediately and unilaterally suspend the flow of NCDHHS Data to the County under this MOA, or terminate this MOA, if the Agency, in its sole discretion, determines that the County (including its employees, contractors and agents) has: (i) made an unauthorized use or disclosure of NCDHHS Data; (ii) provided unauthorized access to NCDHHS Information Systems; or (iii) violated or failed to follow the terms and conditions of this MOA.

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AGENDA ITEM 15:

EMERGENCY SERVICES MATTERS

A. Request for CRS Recorder AIS Upgrade

MANAGER’S COMMENTS:

Mr. Will Holt, Emergency Services Director, will request the Board approve \$24,980 for the upgrade of the AIS recording system with Carolina Recording Systems for recorders at the Primary and Back-up PSAPs. Adequate funds have been budgeted in FY 2024-2025 to cover the expense.

Board approval is required to accept Carolina Recording Systems AIS recording systems upgrade in the amount of \$24,980.



Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
Boone, NC 28607
Phone 828-264-4235
Fax 828-265-7617



Fire Marshal ♦ Emergency Management ♦ Communications

September 6th, 2024

To: Board of Commissioners

CC: Deron Geouque, County Manager
Anita Fogle, Clerk to the Board

Subject: CRS Recorder AIS Upgrade

Board of Commissioners,

Please consider my request for \$24,980 for the upgrade of the AIS recording system with Carolina Recording Systems of recorders at the Primary and Back-up PSAPs. This upgrade reflects a major Motorola hardware and software upgrade anticipated to occur in October and funds have been budgeted for this purpose.

Respectfully,

Will Holt
ES Director

ACCOUNT MANAGER: Nelly Torres Customer Success Manager (252) 375-6579 nelly.torres@crsnc.com	SHIP TO: Paul Payne paul.payne@watgov.org 184 Hodges Gap Rd Boone, NC 28607	BILL TO: Paul Payne paul.payne@watgov.org 184 Hodges Gap Rd Boone, NC 28607	QUOTE # Q-00086 QUOTE DATE: 12/27/2023 QUOTE EXPIRATION: 10/31/2024
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P25 RADIO INTEGRATION A - PRIMARY

PRODUCT DETAILS		QUANTITY	UNIT PRICE	EXT. PRICE
209222	Integration to Motorola ASTRO 25 system - Subsequent ASTRO version - SINGLE AIS	1	\$6,995.00	\$6,995.00
271143	Mandatory license fee for Upgrade to a subsequent Astro System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	1	\$9,995.00	\$9,995.00

P25 RADIO INTEGRATION B - BACKUP

PRODUCT DETAILS		QUANTITY	UNIT PRICE	EXT. PRICE
271144	Mandatory license fee for Upgrade to a subsequent Astro System Release - for same end-customer, PER EACH AIS BEYOND FIRST AIS (Non-Discountable; must be pre-paid)	1	\$2,995.00	\$2,995.00
209223	Integration to Motorola ASTRO 25 system-Subsequent ASTRO version- per ADD'L AIS	1	\$2,995.00	\$2,995.00

INSTALLATION SERVICES

PRODUCT DETAILS		QUANTITY	UNIT PRICE	EXT. PRICE
INSTALL	Connection, configuration and testing of resources	1	\$2,000.00	\$2,000.00

QUOTE SUMMARY	AMOUNT
P25 Radio Integration A - Primary	\$16,990.00
P25 Radio Integration B - Backup	\$5,990.00
Installation Services	\$2,000.00
TOTAL:	\$24,980.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Order Remittance: Contact your CRS Account Manager for processing.

ACCEPTANCE

CRS / Carolina Recording Systems, LLC

Watauga County Communications

SIGNATURE

NAME

DATE

Nelly Torres

12/27/2023

SIGNATURE

NAME

DATE

Paul Payne

AGENDA ITEM 15:

EMERGENCY SERVICES MATTERS

B. Request for Tower Shelters

MANAGER’S COMMENTS:

Mr. Holt will request the Board approve the bid from VFP (state contract) in the amount of \$995,640 for 4 tower shelters for the VIPER Simulcast Radio System project. Engineered Tower Solutions (ETS) will provide the civil construction on-site, which includes for the 3 “build on-site” shelters and the erection of those buildings. Adequate funds have been budgeted to cover the expense.

Board approval is required to authorize the expenditure of \$995,640 for 4 tower shelters from VFP.



Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
Boone, NC 28607
Phone 828-264-4235
Fax 828-265-7617



Fire Marshal ♦ Emergency Management ♦ Communications

September 6th, 2024

To: Board of Commissioners

CC: Deron Geouque, County Manager
Anita Fogle, Clerk to the Board

Subject: Tower Site Shelters

Board of Commissioners,

Please consider my request for \$995,640 for the procurement of 4 tower shelters for the new sites as part of the VIPER Simulcast Radio System project. Full details are provided in the attached quotes, however as a summary VFP, Inc. will provide the shelters which includes the building, generator, transfer switch, uninterruptible power supply, ice bridging, and all utilities inside the shelter (electrical rough-in, lighting, HVAC). Engineered Tower Solutions (ETS) will provide the civil contracting on-site, which includes for the 3 “build on-site” shelters the erection of those buildings. A full breakdown of the civil work will be provided for your review and approval once the towers themselves are ready for procurement. This request is just for the buildings and ancillary equipment themselves. Below is a summary table of costs:

Site	Item	Cost
Rich Mtn	12x19 Concrete Shelter Package	\$ 252,431.00
	Freight (Estimated)	\$ 7,000.00
	On-Site Tech Supervision (5-day est)	\$ 7,500.00
Transfer Station	12x19 Build on Site Shelter Package	\$ 210,403.00
	Freight (Estimated)	\$ 10,000.00
	On-Site Tech Supervision (5-day est)	\$ 7,500.00
Powderhorn	12x19 Build on Site Shelter Package	\$ 210,403.00
	Freight (Estimated)	\$ 10,000.00
	On-Site Work (5-day estimate)	\$ 7,500.00
Hawks Nest	12x19 Build on Site Shelter Package	\$ 210,403.00
	Freight (Estimated)	\$ 10,000.00
	On-Site Tech Supervision (5-day est)	\$ 7,500.00
Contingency		\$ 45,000.00
	Total Cost	\$ 995,640.00



Watauga County Emergency Services

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Boone, NC 28607
Phone 828-264-4235
Fax 828-265-7617



Fire Marshal ♦ Emergency Management ♦ Communications

Both VFP and ETS are the State contractors for the NC Highway Patrol VIPER system for these services and equipment. Funds have been budgeted for this purpose as part of this capital project.

Respectfully,

A handwritten signature in black ink, appearing to read "Will Holt".

Will Holt
ES Director

VFP, Inc.

5410 Fallowater Lane
 Roanoke, Virginia 24018
 Phone 540.977.0500
 Fax 540.977.5555
 Web: www.vfpinc.com

August 30, 2024

ATTN: Mr. Will Holt
 Watauga County Emergency Services
 184 Hodges Gap Rd., Suite D
 Boone, NC 28607

Quotation Number: TEN-1D

Reference: Your invitation to bid on the **Public Safety Communication Project – Shelters** for Watauga Co. NC.

Dear Mr. Holt:

VFP is pleased to provide this revised quotation for concrete and build-on site metal equipment shelters in response to the referenced invitation to bid. VFP is compliant with the specifications of the requested shelters as described below with the following clarifications and/or exceptions.

- VFP, Inc. is not currently certified by the NPCA, however, we continue to follow standard industry practices and procedures.
- Upon award of this project to VFP and subsequent PO receipt and upon preliminary drawing approval by the customer, VFP will obtain the requested North Carolina state approval per the specifications. North Carolina state approval shall be obtained by others for the lightweight metal build on site shelter.
- All shelter lighting, Interior and exterior is provided as LED.
- VFP has not provided pricing for a nominally sized 12'x14' shelter in this proposal.
- VFP has removed the nominally sized 12'x24' shelter from this proposal.
- The two proposed concrete shelter sizes do not surpass 501 sq. ft.
- Standard VFP concrete shelter lead times are currently estimated at 30 weeks after approval of the preliminary drawings. The preliminary shelter drawings will be provided within 25 business days after receipt of purchase order.
- The minimum load bank testing during the Generac generator is 4 hours.
- The proposed 510-gallon base tank will provide an estimated 106 hours of run time at full generator load.
- VFP will provide dimensioned floor plans for each proposed shelter size upon award of the project to VFP.

In this revision, VFP has updated this proposal for resubmittal to the state with updated pricing.

The proposed shelters are described below:

Mr. Will Holt
 August 30, 2024
 Page 2 of 17
 TEN-1D

Technical Description

Shelter Size 12x19

Construction – Concrete

Shelter 1	12' wide by 19' long by 9'2" interior height
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- Standard construction in accordance with VFP product specifications. The structural loads of the proposed concrete shelter are as follows:
 - 200 pounds per square foot distributed floor loading while on foundation
 - 125 pounds per square foot distributed floor loading while lifting
 - 100 pounds per square foot distributed roof load
 - 150 mph wind load
 - Seismic zone 4/ Category 'D'
- Exposed aggregate exterior
- The proposed shelter walls are capable of stopping 30.06 rifle fire per UL752 requirements. Unless otherwise specified, the shelter door is not bullet resistant.
- The proposed shelter walls will provide a two-hour fire rating
- The walls and ceiling will be insulated with hardboard insulation, total wall is R-11; total ceiling R-19
- The interior walls and ceiling will be sheathed with 3/4" white FRP backed plywood.
- Light colored industrial grade vinyl tile floor covering
- One (1) 42" wide x 84" high insulated steel exterior door, with stainless steel ball-bearing tamper-proof hinges, passage style lever handle, Medeco cored deadbolt lockset and fiberglass weather hood
- One (1) hydraulic door closer

Power Distribution 120/240V single phase, 200 Amp

- One (1) 200 Amp, 10,000 AIC, 120 VAC, double pole, 60 Hz, enclosed main circuit breaker protected by one (1) AC Data Systems Type 2 MOV only lightning arrestor; Model: B82XXA
- One (1) 200 Amp, 10,000 AIC, 120/240 VAC, single phase, 60 Hz, 40 space main breaker, snap-in utility power distribution panel (PP1), in a NEMA 1 surface mount enclosure,

Mr. Will Holt
 August 30, 2024
 Page 3 of 17
 TEN-1D

protected by one (1) AC Data Systems Type 1 MOV/SAD lightning arrester; Model: B82XSA

- One (1) 200 Amp, 10,000 AIC, 120/240 VAC, single phase, 60 Hz, 40 space main breaker, snap-in technical power distribution panel (PP2), in a NEMA 1 surface mount enclosure, unused space to be filled with spare 20 Amp single pole breakers.
- Circuit breakers for all VFP installed equipment and customer loads as specified
- Seven (7) 20 Amp specification grade duplex receptacles mounted along walls wired to PP1
- One (1) 20 Amp specification grade exterior duplex receptacle on a ground fault interrupter circuit
- Two (2) Transtector Model: DSOP820B SPD units, with all sixteen circuits wired to individual breakers, mounted in Row One of the cable ladder with sufficient flexible conduit to allow mounting to the top of an 80" equipment rack
- Eight (8) 20 Amp specification grade duplex receptacles on individual circuits mounted under the Row One cable ladder (wired to PP2)
- Eight (8) 20 Amp specification grade duplex receptacles on individual circuits mounted under the Row Two cable ladder (wired to PP2)
- Eight (8) 20 Amp specification grade duplex receptacles on individual circuits mounted under the Row Three cable ladder (wired to PP2)
- One (1) 200 Amp, 120/240 Volt, double pole, double throw manual transfer switch in a NEMA 1 enclosure.
- One (1) 200 Amp, four wire exterior power receptacle; Appleton Model ADJA20044-250 (plug and cable by others)
- One (1) 125 Amp enclosed circuit breaker for UPS maintenance bypass switch protection
- Two (2) 30 Amp, 240 V twist lock outlets wired and mounted to the ceiling above Equipment Row One near the bulkhead entry port for Microwave Radio Equipment Charger
- One (1) 125 Amp ECB for Eaton UPS overcurrent protection.

UPS

VFP will provide and install one (1) uninterruptible power system with features as described below:

- Type: double conversion
- Manufacturer: Eaton Powerware
- Model: 9PXM
- Output kVA rating: 20 kVA

Mr. Will Holt
August 30, 2024
Page 4 of 17
TEN-1D

- Input phase: single phase
- Input voltage: 240 VAC
- Output phase: single
- Output voltage: 120/240 VAC
- Frequency: 60 Hz
- Full load battery backup minutes: 8 minutes (batteries to be shipped at time of shelter on site start-up)
- Maintenance bypass switch
- Two (2) maintenance/diagnostic software packages with cables
- Warranty: Two-year Gold
- Startup: final site included

Installation wiring and conduit per manufacturer's instruction and the latest edition of the National Electrical Code NFPA70

Generator Set

VFP will provide and install a standby generator power system with features as described below:

- Quantity: 1
- Type: Standby rated
- Fuel Type: Diesel
- Manufacturer: Generac
- Model: SD060
- Output kW: 60KW
- Phase: Single
- Voltage: 120/240 VAC
- Frequency: 60 Hz
- Circuit breaker: 300 Amps
- Governor: Electronic
- Enclosure: Standard weatherproof
- Fuel tank type: 510 gallon double walled; providing an estimated 106 hours of run time at full load
- Oil & Antifreeze: Included
- Battery and battery rack; battery charger 10 Amp
- Battery cables: Included
- Muffler Type: Critical
- Standard steel weatherproof enclosure
- Three (3) sets of both paper and electronic copies of the service manual
- One (1) hour load bank testing on start up

Mr. Will Holt
 August 30, 2024
 Page 5 of 17
 TEN-1D

Control & Monitoring

- Meter package: hour, frequency, voltage, ammeter, oil pressure, water temperature
- Alarm contacts: standard
- Powerzone 410 Digital Control Panel

Automatic Transfer Switch (interconnection between ATS & generator by others; ATS installed prior to shipping)

- Quantity: 1
- Manufacturer: Generac
- Model: TXS
- Application: Utility to Genset
- Ampere Rating: 200 Amp
- Voltage: 120/240 Volt
- Phase: Single
- Frequency: 60 Hz
- Neutral kit: Included
- Exerciser, clock: 7-day
- Time delays: Diesel engine start, transfer to permanent standby generator power
 Post restoration of normal utility power, diesel engine shutdown
- Enclosure: NEMA 1
- Entrance service rated
- Three (3) sets each of both paper and electronic service manuals

Battery Charger

- Type: Trickle
- Ampere rating: 2 Amp

Warranty

- Five-year comprehensive

The required start-up by a manufacturer's authorized representative to initiate the generator warranty on generator power systems installed by VFP will be performed as required at the final site.

All settings for adjustable features on generator power systems installed by VFP will be per VFP's or the generator manufacturer's current standards. Customer preferred settings of

Mr. Will Holt
August 30, 2024
Page 6 of 17
TEN-1D

adjustable features are assumed to be provided by the customer unless communicated in writing during the drawing approval process and are set before the unit leaves VFP. The battery cables will be disconnected from the generator for shipping. When required for shipping, as determined by VFP's shipping department, the starting battery may be shipped dry.

No fuel has been offered as part of this proposal.

VFP specifically excludes any responsibility or liability for equipment installed by the customer or customer's contractors.

Lighting

- Eight (8) Surface mounted LED light fixtures
- Two (2) exterior surface mount LED lights with photocell/switch control

HVAC

- Two (2) nominally sized 24,000 BTU wall mount air conditioning units, with low ambient and compressor anti cycle controls, integral 5 kW resistance heat strips and washable dust filters
- One (1) lead/lag controller allowing approximately equal operating time on each air conditioning unit (Bard MC4002A)

Alarm Device Contacts

The following alarm device contacts will be wired and brought to a location specified by the customer. The alarm wires will be coiled and tagged for identification per VFP standards. Unless otherwise stated in this proposal, termination at the customer's equipment is assumed to be provided by others.

There are no provisions for audible, visual, or remote alarm monitoring offered, except where it is integral to the device offered or stated otherwise in this proposal

- One (1) line voltage smoke detector
- One (1) intrusion alarm switch with form "C" contacts rated .1 Amps at 28 Vdc
- One (1) high temperature alarm, which will consist of single pole double throw dry contacts, rated at 22 Amps (resistive) at 120 Vac, 60 Hz. Adjustment range is 30 - 110° F
- One (1) low temperature alarm, which will consist of single pole double throw dry contacts, rated at 22 Amps (resistive) at 120 Vac, 60 Hz. Adjustment range is 30 - 110° F

Mr. Will Holt
 August 30, 2024
 Page 7 of 17
 TEN-1D

- ATS and generator alarms: 8 standard alarms terminated by VFP (Gen Run, Gen Fail, Gen Disable, Low Coolant, High Battery Voltage, Low Battery Voltage, Low Fuel; ATS – Standby & Normal). Interconnection between generator alarms and shelter shall be provided by others.
- UPS alarms: External Bypass, Internal Bypass, on Battery, Failure, Low Battery, Summary per UPS

Grounding

- One (1) IPGB halo ground system per Motorola's R-56 standards
- One (1) Harger ground kit Model: EPK24, located 6"-8" below the waveguide entry port

Accessories

- One (1) eighteen - port/waveguide entry panel with 4" sleeves and protective blank covers
- Up to 33' feet of 24" wide cable ladder/tray
- Seven (7) conduit wall penetrations with steel threaded nipples to the exterior, one (1) each for the following:
 - Permanent standby generator input
 - Permanent power input
 - Permanent standby generator block heater and
 - Permanent standby generator control circuits
 - Tower Light Photo Control
 - Telco Input
 - COPS connector
- One (1) 4' x 8' x 3/4" fire resistant, void free equipment mounting board
- One (1) thirty (30) gallon industrial rated trash container with lid
- One (1) industrial rated push broom
- One (1) industrial rated dustpan
- One (1) Model # 9791 Sperian Eyesaline 32 oz Double bottle eyewash station
- One (1) OSHA approved 10 man first-aid kit
- One (1) portable 20-pound CO₂ fire extinguisher
- Shelter tie down hardware to be included
- One (1) paper copy service manual and one (1) electronic copy service manual

Mr. Will Holt
August 30, 2024
Page 8 of 17
TEN-1D

- All components are UL approved items
- VFP will provide two (2) sets of paper and two (2) sets of electronic shelter drawings with each shelter unit order. Typical foundation drawings based upon normal soil conditions are available to support calculations for recommended shelter tie down locations. No other foundation drawings are offered in the proposed shelter price. Additional foundation drawings can be provided and will be negotiated separately.
- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electric Code, latest revision

Shelter Pricing

12x19

The price for this shelter is **\$252,431.00**, Ex works from Duffield, Virginia per the terms and conditions. This price does not include freight, off-load or set-up of the shelter at the site.

Shelter Freight

12x19

The **estimated** additional cost for VFP to ship one 12'x19' shelter as described in this proposal to Watauga Co., NC is **\$4,312.00**, per the terms and conditions.

Generator

The **estimated** additional cost for VFP to ship one generator as described in this proposal to Watauga Co., NC is **\$2,016.00**, per the terms and conditions.

Crane to offload pricing is not included.

Concrete Shelter Lead Time

Shelter completion is typically **26-28 weeks after approval of the preliminary drawings**. The preliminary drawings will be sent to the customer 25 working days after receipt of purchase order. VFP will confirm the delivery schedule based upon production commitments and availability of ancillary equipment at the time of order.

Mr. Will Holt
 August 30, 2024
 Page 9 of 17
 TEN-1D

Technical Description

Shelter Size 12x19

Construction – Lightweight Build on Site

Shelter	12' wide by 19' long by 9'2" interior height
---------	--

- Standard construction in accordance with VFP product specifications. The structural loads of the proposed knockdown shelter are as follows:
 - 200 pounds per square foot distributed floor loading while on foundation
 - 50 pounds per square foot distributed roof load
 - 130 mph wind load
 - Seismic zone 4/ Category 'D'
 - Structural wall panels are constructed of 3" deep painted 18-gauge galvanized steel panels
 - VFP assumes R-11 & R-19 batt insulation will be supplied by others.
 - Structural floor panels will consist of 14-gauge steel track, aluminum tubing and ¾" structural grade plywood over ¾" Viroc panel
 - Structural exterior roof panels are constructed of 18-gauge sealed galvanized steel panels with a standing seam metal roof.
 - Interior sheathing: ¾" plywood backed white FRP board provided by VFP.
 - The exterior walls of the shelter are galvanized steel panels, EXTERIOR WALL COLOR IS SLATE GRAY
 - Interior walls and ceiling to have 3/8" plywood FRP behind the painted galvanized exterior skin for attachment of lights, electrical panels, etc.
 - VFP will provide a steel panel floor with plywood overlay and light-colored industrial grade vinyl tile floor covering
- PLEASE NOTE: The lightweight metal VFP shelter does not feature a fire rating. It will be the responsibility of the customer or the customer's contractor to ensure the proposed construction of this shelter meets all local requirements.**
- One (1) 42" wide x 84" high insulated steel exterior door, with stainless steel ball-bearing tamper-proof hinges, passage style lever handle, Medeco cored deadbolt lockset and fiberglass weather hood with hydraulic door closer.

Mr. Will Holt
August 30, 2024
Page 10 of 17
TEN-1D

Power Distribution 120/240V single phase, 200 Amp

- One (1) 200 Amp, 10,000 AIC, 120 VAC, double pole, 60 Hz, enclosed main circuit breaker protected by one (1) AC Data Systems Type 2 MOV only lightning arrester; Model: B82XXA
- One (1) 200 Amp, 10,000 AIC, 120/240 VAC, single phase, 60 Hz, 40 space main breaker, snap-in utility power distribution panel (PP1), in a NEMA 1 surface mount enclosure, protected by one (1) AC Data Systems Type 1 MOV/SAD lightning arrester; Model: B82XSA
- One (1) 200 Amp, 10,000 AIC, 120/240 VAC, single phase, 60 Hz, 40 space main breaker, snap-in technical power distribution panel (PP2), in a NEMA 1 surface mount enclosure, unused space to be filled with spare 20 Amp single pole breakers.
- Circuit breakers for all VFP installed equipment and customer loads as specified
- Seven (7) 20 Amp specification grade duplex receptacles mounted along walls wired to PP1
- One (1) 20 Amp specification grade exterior duplex receptacle on a ground fault interrupter circuit
- Two (2) Transtector Model: DSOP820B SPD units, with sixteen available individual breakers provided by VFP.
- Eight (8) 20 Amp specification grade duplex receptacles with individual circuits for Row One (should be wired by contractor to PP2)
- Eight (8) 20 Amp specification grade duplex receptacles with individual circuits for Row Two (should be wired by contractor to PP2)
- Eight (8) 20 Amp specification grade duplex receptacles on individual circuits for Row Three cable ladder (should be wired by contractor to PP2)
- One (1) 200 Amp, 120/240 Volt, double pole, double throw manual transfer switch in a NEMA 1 enclosure.
- One (1) 200 Amp, four wire exterior power receptacle; Appleton Model ADJA20044-250 (plug and cable by others)
- One (1) 125 Amp enclosed circuit breaker for UPS maintenance bypass switch protection
- Two (2) 30 Amp, 240 V twist lock outlets wired and mounted to the ceiling above Equipment Row One near the bulkhead entry port for Microwave Radio Equipment Charger by the contractor
- One (1) 125 Amp ECB for Eaton UPS overcurrent protection.

Mr. Will Holt
August 30, 2024
Page 11 of 17
TEN-1D

UPS (installation by contractor)

VFP will provide one (1) uninterruptible power system with features as described below:

- Type: double conversion
- Manufacturer: Eaton Powerware
- Model: 9PXM
- Output kVA rating: 20 kVA
- Input phase: single phase
- Input voltage: 240 VAC
- Output phase: single
- Output voltage: 120/240 VAC
- Frequency: 60 Hz
- Full load battery backup minutes: 8 minutes (batteries to be shipped at time of shelter on site start-up)
- Maintenance bypass switch
- Two (2) maintenance/diagnostic software packages with cables
- Warranty: Two-year Gold
- Startup: final site included

Installation wiring and conduit per manufacturer's instruction and the latest edition of the National Electrical Code NFPA70

Generator Set (supply only – no installation)

VFP will provide a standby generator power system with features as described below:

- Quantity: 1
- Type: Standby rated
- Fuel Type: Diesel
- Manufacturer: Generac
- Model: SD060
- Output kW: 60KW
- Phase: Single
- Voltage: 120/240 VAC
- Frequency: 60 Hz
- Circuit breaker: 200 Amps
- Governor: Electronic
- Enclosure: Standard weatherproof
- Fuel tank type: 510 gallon double walled; providing an estimated 106 hours of run time at full load
- Oil & Antifreeze: Included

Mr. Will Holt
 August 30, 2024
 Page 12 of 17
 TEN-1D

- Battery and battery rack; battery charger 10 Amp
- Battery cables: Included
- Muffler Type: Critical
- Standard steel weatherproof enclosure
- Three (3) sets of both paper and electronic copies of the service manual
- One (1) hour load bank testing on start up

Control & Monitoring

- Meter package: hour, frequency, voltage, ammeter, oil pressure, water temperature
- Alarm contacts: standard
- Powerzone 410 Digital Control Panel

Automatic Transfer Switch (ATS and all interconnection between ATS & generator by others)

- Quantity: 1
- Manufacturer: Generac
- Model: TXS
- Application: Utility to Genset
- Ampere Rating: 200 Amp
- Voltage: 120/240 Volt
- Phase: Single
- Frequency: 60 Hz
- Neutral kit: Included
- Exerciser, clock: 7-day
- Time delays: Diesel engine start, transfer to permanent standby generator power
 Post restoration of normal utility power, diesel engine shutdown
- Enclosure: NEMA 1
- Entrance service rated
- Three (3) sets each of both paper and electronic service manuals

Battery Charger

- Type: Trickle
- Ampere rating: 2 Amp

Warranty

Mr. Will Holt
August 30, 2024
Page 13 of 17
TEN-1D

- Five-year comprehensive

The required start-up by a manufacturer's authorized representative to initiate the generator warranty on generator power systems installed by VFP will be performed as required at the final site.

All settings for adjustable features on generator power systems installed by VFP will be per VFP's or the generator manufacturer's current standards. Customer preferred settings of adjustable features are assumed to be provided by the customer unless communicated in writing during the drawing approval process and are set before the unit leaves VFP.

The battery cables will be disconnected from the generator for shipping. When required for shipping, as determined by VFP's shipping department, the starting battery may be shipped dry.

No fuel has been offered as part of this proposal.

VFP specifically excludes any responsibility or liability for equipment installed by the customer or customer's contractors.

Lighting

- Eight (8) Surface mounted LED light fixtures
- Two (2) exterior surface mount LED lights with photocell/switch control

HVAC

- Two (2) 2-Ton (nominally sized 24,000 BTU) wall mount air conditioning units, with low ambient and compressor anti cycle controls, integral 5 kW resistance heat strips and washable dust filters
- One (1) lead/lag controller allowing approximately equal operating time on each air conditioning unit (Bard MC4002A)

Alarm Device Contacts

- One (1) line voltage smoke detector
- One (1) intrusion alarm switch with form "C" contacts rated .1 Amps at 28 Vdc
- One (1) high temperature alarm, which will consist of single pole double throw dry contacts, rated at 22 Amps (resistive) at 120 Vac, 60 Hz. Adjustment range is 30 - 110° F

Mr. Will Holt
 August 30, 2024
 Page 14 of 17
 TEN-1D

- One (1) low temperature alarm, which will consist of single pole double throw dry contacts, rated at 22 Amps (resistive) at 120 Vac, 60 Hz. Adjustment range is 30 - 110° F
- ATS and generator alarms: 8 standard alarms available (Gen Run, Gen Fail, Gen Disable, Low Coolant, High Battery Voltage, Low Battery Voltage, Low Fuel; ATS – Standby & Normal). Interconnection between generator alarms and shelter shall be provided by others.
- UPS alarms available (by others): External Bypass, Internal Bypass, on Battery, Failure, Low Battery, Summary per UPS

Grounding

- One (1) IPGB halo ground system per Motorola's R-56 standards shall be installed by others.
- One (1) Harger ground kit Model: EPK24, located 6"-8" below the waveguide entry port by others.

Accessories

- One (1) eighteen - port/waveguide entry panel with 4" sleeves and protective blank covers
- Up to 33 feet of 24" wide cable ladder/tray
- Seven (7) conduit wall penetrations with steel threaded nipples to the exterior, shall be provided and installed by others.

Permanent standby generator input
 Permanent power input
 Permanent standby generator block heater and
 Permanent standby generator control circuits
 Tower Light Photo Control
 Telco Input
 COPS connector

- One (1) 4' x 8' x 3/4" fire resistant, void free equipment mounting board
- One (1) thirty (30) gallon industrial rated trash container with lid
- One (1) industrial rated push broom
- One (1) industrial rated dustpan
- One (1) Model # 9791 Sperian Eyesaline 32 oz Double bottle eyewash station
- One (1) OSHA approved 10 man first-aid kit
- One (1) portable 20-pound CO₂ fire extinguisher

Mr. Will Holt
August 30, 2024
Page 15 of 17
TEN-1D

- Shelter tie down hardware to be included
- One (1) paper copy service manual and one (1) electronic copy service manual
- All components are UL approved items
- VFP will provide two (2) sets of paper and two (2) sets of electronic shelter drawings with each shelter unit order. Typical foundation drawings based upon normal soil conditions are available to support calculations for recommended shelter tie down locations. No other foundation drawings are offered in the proposed shelter price. Additional foundation drawings can be provided and will be negotiated separately.
- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electric Code, latest revision

Ice Shield

- Free standing hot dipped galvanized ice shield with 1.5" deep, minimum 1/8" thick steel grating
- The ice shield will be designed and sized individually to meet the dimensions of the proposed shelter.

Shelter Pricing - 12x19 Build on Site

The price for this shelter is **\$210,403.00**, Ex works from Duffield, Virginia per the terms and conditions.

This price does not include freight or field service set-up of the shelter at the site. The final utility power connection shall be performed by others. All testing and training shall be provided by others. Generator installation and interconnection shall be provided by others.

VFP Field Service and Pricing Details

- ETS Contracting Company will erect the shelter panelized sections and complete the electrical and mechanical equipment installation supplied by VFP. VFP will supply one Field Service Personnel to oversee the shelter erection on site, pricing for this service is provided below.
- ETS Contracting Company will erect the standing ice shield on location.
- **All conduit and wiring, including all electrical power equipment drops and 2AWG grounding wiring and all associated grounding hardware, shall be supplied, and installed by ETS Contracting Company. All wall insulation shall be supplied by others.**
- VFP offers On-Site work with the understanding that ETS Contracting Company is under contract by the customer. It is assumed that the general contractor is responsible for

Mr. Will Holt
August 30, 2024
Page 16 of 17
TEN-1D

permits, licenses, right of ways, permission for site access, union issues and site security, therefore VFP is offering this proposal with understanding that no additional permits, licenses, etc. are required. Should circumstances requiring additional permits, licenses, etc. arise, VFP will not be responsible for delays and will charge for any additional cost incurred; these costs are to include downtime, travel expenses, etc. for VFP personnel assigned to the project.

The daily rate for VFP to provide a single Field Service support personnel on site in Watauga Co. NC is **\$1,500.00**, per person, per day, assuming a 10-hour workday, following the terms and conditions outlined in this proposal.

Build On Site Shelter Lead Time

Build on sit shelter kits are typically completed within 20 weeks after approval of the preliminary drawings. The preliminary drawings will be sent to the customer within 25 working days after receipt of purchase order. VFP will confirm the delivery schedule based upon production commitments and availability of ancillary equipment at the time of order.

Terms and Conditions

All pricing is exclusive of sales tax, use tax, or other fees.

Use taxes and any other state or local taxes or fees will be the responsibility of the customer. If the sale is subject to any such taxes or other fees, then VFP, Inc. reserves the right, at any time (even after final payment by the customer for the shelter), to invoice separately for all such taxes or fees, together with any interest and penalties that may be imposed by the taxing or fee collecting authority. If this sale is exempt from any such taxes and fees, the customer must provide VFP with proof of any exemption (such as an exemption certificate) at the time the customer places its order.

This quotation is valid for 30 days.

Shelters and equipment installation services will be invoiced when complete and ready for customer inspection. Shipping, field service, and other services will be invoiced when completed. All other items will be invoiced when shipped.

Standard terms are net 30 days from date of invoice regardless of shelter delivery status.

The provisions in this quotation are the only terms and conditions applicable to this offering. Any provisions made on the buyers' purchase orders are hereby rejected and will not become a part of this offering without the seller's written consent. Issuance of a purchase order by buyer constitutes acceptance of the provisions described in this offering. The invalidity in whole or in part of any provision of this offer shall not affect the validity of other provisions in this offering.

Transportation

Mr. Will Holt
August 30, 2024
Page 17 of 17
TEN-1D

Delivery charges are based on normal site access for VFP. If the site is not accessible due to weather, unsuitable roadway, obstructions, or other conditions, VFP will, if possible, obtain the proper equipment to complete the delivery. All additional costs associated with such delivery conditions will be billed in addition to the quoted Field Service charges. All additional charges will be billed at actual cost plus a 25% service charge.

In the event there is difficulty in getting into the job site because of unforeseen obstacles, VFP will not assume liability for any property damage as a result of being instructed by the customer's contractor to proceed; even though the VFP driver or contract carrier driver is aware of the potential for risk of damage to property.

VFP also assumes no responsibility for damage to the shelter because of inadequate right of way to the job site. It will be the customer's responsibility to ensure there is proper access to the job site.

Unless previously arranged and confirmed in writing, VFP will require that a customer representative be at the job site at the time of delivery. The customer will establish a single point of contact to coordinate schedules with VFP's transportation department.

For all deliveries prearranged without a customer representative on site and there are difficulties due to weather, unsuitable roadways, obstructions, or other conditions, VFP will, if possible, obtain the proper equipment to complete the delivery. All additional costs associated with such extraordinary delivery conditions will be billed to the customer at actual cost plus 25%.

Thank you for your interest in VFP and for the opportunity to provide this quotation. If you have any questions or require additional information, please call, or email.

Sincerely,

Bryan Cox
Business Development Manager

AGENDA ITEM 15:

EMERGENCY SERVICES MATTERS

C. Request to Surplus Fire Marshal Vehicle

MANAGER'S COMMENTS:

Mr. Will Holt will request the Board surplus the 2018 Ford F-150 assigned to the Fire Marshal. The vehicle has reached the end of its service life due to mechanical issues and a replacement vehicle has already been secured.

Board action is required to surplus the 2018 Ford F-150 assigned to the Fire Marshal.



Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
Boone, NC 28607
Phone 828-264-4235
Fax 828-265-7617



Fire Marshal ♦ Emergency Management ♦ Communications

September 6th, 2024

To: Board of Commissioners

CC: Deron Geouque, County Manager
Anita Fogle, Clerk to the Board

Subject: Fire Marshal vehicle surplus

Board of Commissioners,

Please consider my request to surplus the 2018 Ford F-150 assigned to the fire marshal. This vehicle has reached the end of its service life due to mechanical issues and a replacement vehicle has already been secured.

Respectfully,

Will Holt
ES Director

AGENDA ITEM 16:

PARKS AND RECREATION OUT-OF-STATE TRAVEL REQUEST

MANAGER'S COMMENTS:

Ms. Keron Poteat, Parks and Recreation Director, will request Board approval to travel out-of-state to Hilton Head, SC for the 2024 Special Olympics North America Tennis & Pickleball Championships. No County funds will be spent with the exception of Ms. Poteat's time.

Board action is required to approve the out-of-state travel.



WATAUGA COUNTY PARKS & RECREATION

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



www.wataugacounty.org

To: Mr. Deron Geouque, *County Manager*
Watauga County Board of Commissioners

From: Keron J. Poteat, *Director*
Subject: Out-of-State Travel
Date: September 10, 2024

I am requesting approval to travel to Hilton Head, SC for the 2024 Special Olympics North America Tennis & Pickleball Championships. The travel dates are Tuesday, October 15 through Sunday, October 20, 2024.

I have been asked to, again, serve as the Tournament Director for the Pickleball Competition. With athletes traveling from as far away as Canada, I am honored to be selected and appointed to this role. Additionally, we will have athletes and coaches from Watauga County competing in both pickleball and tennis at the event.

As a side note, I have been selected to serve as the Pickleball Tournament Director for the Special Olympics USA Games in 2026 which will be held in Minnesota. This will be the first time that pickleball hits the stage at a USA Games.

Thank you in advance for your consideration.

Respectfully,

Keron J. Poteat, Director
Watauga County Parks & Recreation

WATAUGA COUNTY TRAVEL EXPENSE REPORT

091724 BCC Meeting
Print Form

DATE

BUDGET CODE

NAME

TITLE

DEPARTMENT

DESTINATION

DEPARTURE DATE:

RETURN DATE:

TIME: AM
 PM

TIME: AM
 PM

PURPOSE:

APPROVAL DATE:

TRANSPORTATION:	DATE	FROM	TO	BEGIN	END	MILES	\$/MILE	TOTAL
PERSONAL VEHICLE							.50	.00
MILEAGE							.50	.00
OTHER: AIR, BUS, RAIL								
MEALS:	SUN	MON	TUES	WED	THURS	FRI	SAT	
BREAKFAST								
LUNCH								
DINNER								
* LODGING								
* REGISTRATION								
* TAXI/CAR FARE								
* GAS-COUNTY CAR								
* TELEPHONE								
TOTALS								.00

Remarks:

LESS: Travel Advance	
LESS: Paid by County	.00

Balance Due to (choose one)

Mathematically correct Approved as corrected

Keron Poteat
EMPLOYEE/DATE *9/10/24*
I certify that the above expenses were incurred for County business.

* Receipts Required for Reimbursement

FINANCE STAFF/DATE

Receipt Number

DEPARTMENT HEAD/COUNTY MANAGER
DATE



Presented by  PTR.

Tuesday, Oct 15

5:45 – 7 PM

Volunteer Meeting, Shirt distribution

Van Der Meer Shipyard Conf. Room

Wednesday, Oct 16

1– 5 PM

Set up

Van Der Meer Shipyard Courts

Thursday, Oct 17

9 - 11 AM

Practice Courts available

Van Der Meer Shipyard Courts

9 - 11 AM

Athlete and Coach Registration

Porch

11 AM – 1 PM

Lunch

Delegation Tents

1 PM

PTR Coaches Welcome

Sonesta Ballroom

2 – 5 PM

Preliminary Rounds

Courts 1,2,3,4,7,8,13,14,15,17

6:45 PM

Opening Ceremony/Welcome Dinner and Dance

The Beach House/Port Royal

Friday Oct 18

8 AM – 3 PM

Singles Play- Level 4, 5, 6

Van Der Meer Shipyard Courts
1,2,3,4,7,8,13,14,15,17

1 PM – 6 PM

Unified Doubles

Courts 1,2,3,4,7,8,13,14,15,17

11 AM - 1 PM

Lunch

Delegation Tents

6:30 PM

Dinner

Palmetto Dunes

7:30 PM

Pro Exhibition

Palmetto Dunes

Saturday Oct 19

8 AM - 1PM

Singles

Van Der Meer Shipyard Courts
1,2,3,4,7,8,13,14,15,17

12PM – 4:30 PM

Unified Doubles - Levels 4, 5, 6

Courts 1,2,3,4,7,8,13,14,15,17

11 AM - 1 PM

Lunch

Delegation Tents

12 Noon

PTR Equipment Distribution

Pro Shop Deck

3 PM – 4 PM

Ice Cream Social

Van Der Meer Shipyard

5 PM

Awards

Van Der Meer Shipyard Courts



Wednesday, Oct 2

5:00 PM	Coaches Call	Zoom Link
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Thursday, Oct 17

7 AM	Set – UP	Palmetto Dunes
10:30 AM	Registration	Palmetto Dunes
11:30 AM – 12:30 PM	Lunch	Palmetto Dunes
1 -3 PM	Pro Clinics – Athlete	Palmetto Dunes PP Courts
3:30 – 4:45 PM	Unified Experience	Palmetto Dunes PP Courts
5:45 PM	Dinner	Port Royal Golf and Racquet Club
7:00 PM	Opening Ceremony and Dance	Port Royal Golf and Racquet Club

Friday, Oct 18

11 AM- 12 PM	Lunch	Palmetto Dunes
12:30 PM	Check-in at PD	Palmetto Dunes
1 PM – 3:00 PM	Divisioning Round Robin Unified Doubles	Palmetto Dunes PP Courts
3:00 PM – 4:30 PM	Divisioning Round Robin Doubles	Palmetto Dunes PP Courts
6:30 PM	Dinner	Palmetto Dunes PP Courts
7:30 pm	Pro Exhibition	Palmetto Dunes PP Courts

Saturday, Oct 19

11 AM- 12 PM	Lunch	Palmetto Dunes
1 PM – 3:15 PM	Competition Round Robin Doubles Play	Palmetto Dunes PP Courts
1 PM – 4:15 PM	Competition Round Robin Unified Doubles	Palmetto Dunes PP Courts
4:00 PM	Ice Cream Social	Palmetto Dunes
4:30 PM	Awards	Palmetto Dunes

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AGENDA ITEM 17:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Watauga County School Resource Officers*****MANAGER'S COMMENTS:**

The school system has reapplied for the grants to reduce the cost of providing School Resource Officers (SRO) in Watauga County. The current cost to the County, providing SRO's in the school system, is \$692,886.41 with grant funds offsetting the cost by \$206,000.65. The new application would provide an additional \$102,502.68, lowering the County's cost. The savings would allow the County to place an SRO in the Blowing Rock Elementary School and allow the Town of Blowing Rock to no longer fund the SRO position.

The grant application is not guaranteed; however, the Town of Blowing has agreed to fund a Sheriff's Office SRO until the end of FY 2024-2025. The County would provide the funding going forward. Should grant funds be awarded during the FY 2024-2025 time period, the County would reduce the Town of Blowing Rock's portion by the grant allocation for that one position. Again, at the end of FY 2024-2025 the full cost would be borne by the County. During the transition period of the County hiring an SRO, the Town of Blowing Rock, with assistance from the Sheriff's Office, would continue to provide an officer at the school. Funds to cover the hiring of the Sheriff's Office SRO would come from the grant and Town of Blowing Rock for the FY 2024-2025.

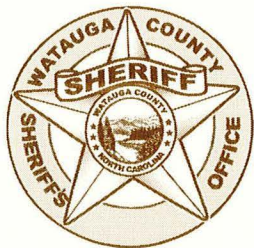
Board action is required to approve the Sheriff's Office hiring an additional SRO for the Blowing Rock Elementary School with the agreed upon terms as stated above.

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AGENDA ITEM 17:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Request for Declaration of Surplus and Sale – WCSO K-9*****MANAGER’S COMMENTS:**

Major Redmon, Watauga County Sheriff’s Office, will request to declare “Maverick” a K-9 police dog as surplus and sell to its handler, Sergeant Aaron Watson. Major Redmon has indicated that due to Maverick’s health issues, the K-9 must be retired for use by the Sheriff’s Office. General Statutes allow for the dog to be sold for a negotiated price by order of the Board of Commissioners. For staff to carry out the order, the Board must adopt a resolution and advertise the sale for ten (10) days prior to the sale. Major Redmon requests that the dog be declared surplus and sold for a fee of \$1.00 to its handler. Since the K-9 has been trained for duty, it would be best for an experienced handler to have ownership.

Board action is required to declare Maverick surplus and adopt the resolution, and advertise the sale for ten (10) days prior to the sale. Upon completion of the ten-day notice, Maverick will be presented to Sergeant Watson who will bare all future expenses related to the medical, care and housing of Maverick



WATAUGA COUNTY SHERIFF'S OFFICE

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

LEN D. HAGAMAN, JR.
SHERIFF

09/06/2024

To: Deron Geouque

From: Major Kelly Redmon

Ref: K-9 "Maverick" retirement

The Watauga County Sheriff's office would like to officially retire Maverick the Law Enforcement K-9.

K-9 Maverick had begun to experience severe health problems that will prohibit him from working any longer. Throughout his career he has served Watauga County well.

We request that the board declare Maverick as surplus and allow his partner Sergeant Aaron Watson to purchase him and care for him during retirement. Maverick will surely be missed by all of the officers and community members.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

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

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

WHEREAS, the Watauga County Sheriff’s Office has a K-9 named Maverick that has reached the age and work life for a law enforcement K-9; and

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

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

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

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

ADOPTED this the 17th day of September, 2024.

Larry Turnbow, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 17:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Request to Schedule a Public Hearing to Allow Citizen Comment on Proposed Amendments to the Personnel Ordinance

MANAGER'S COMMENTS:

Staff will present proposed amendments to the Watauga County Personnel Ordinance. Staff will review the changes as noted in your packet and will request a public hearing be scheduled for your October 1, 2024 meeting, prior to action on this request.

ARTICLE I. DEFINITIONS.....	1
ARTICLE II. ORGANIZATION OF PERSONNEL SYSTEM	4
SECTION 1. PURPOSE.....	4
SECTION 2. COVERAGE.....	4
SECTION 3. MERIT PRINCIPLE	5
SECTION 4. RESPONSIBILITY OF BOARD OF COMMISSIONERS	5
SECTION 5. RESPONSIBILITY OF THE COUNTY MANAGER.....	5
SECTION 6. RESPONSIBILITY OF THE HUMAN RESOURCES DIRECTOR	5
ARTICLE III. POSITION CLASSIFICATION PAY PLAN	7
SECTION 1. ADOPTION	7
SECTION 2. PURPOSE.....	7
SECTION 3. COMPOSITION OF THE POSITION CLASSIFICATION PLAN.....	7
SECTION 4. USE OF THE POSITION CLASSIFICATION PLAN	7
SECTION 5. REQUEST FOR RECLASSIFICATION	8
SECTION 6. ADMINISTRATION OF THE POSITION CLASSIFICATION PAY PLAN.....	8
SECTION 7. MAINTENANCE OF THE POSITION CLASSIFICATION PAY PLAN	8
SECTION 8. HIRING RATE/STARTING SALARY.....	9
SECTION 9. PAYMENT AT A RATE WITHIN THE SALARY GRADE.....	9
SECTION 10. PAY RATES IN PROMOTION, DEMOTION, TRANSFER, AND RECLASSIFICATION	9
SECTION 11. PAY FOR PERFORMANCE INCREASES	10
SECTION 12. PAY FOR PERFORMANCE AT MAXIMUM OF SALARY RANGE.....	10
SECTION 13. PAY FOR PART-TIME WORK.....	10
SECTION 14. SALARY OF DSS COMPETITIVE SERVICE TRAINEE.....	11
SECTION 15. OVERTIME.....	11
SECTION 16. ON-CALL/CALL BACK COMPENSATION.....	12
SECTION 17. K-9 PAY.....	14
SECTION 18. PAYROLL DEDUCTIONS.....	14
SECTION 19. PAYROLL PROCEDURE.....	14
SECTION 20. IMPROPER OR UNLAWFUL PAYROLL DEDUCTIONS.....	14
ARTICLE IV. RECRUITMENT AND EMPLOYMENT	16
SECTION 1. STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY POLICY	16
SECTION 2. JOB ADVERTISEMENTS.....	16
SECTION 3. APPLICATION FOR EMPLOYMENT.....	16
SECTION 4. APPLICATION TRACKING.....	16
SECTION 5. SELECTION.....	17
SECTION 6. EMPLOYMENT	17
SECTION 7. PROMOTION, TRANSFER AND DEMOTION	17
SECTION 8. PROBATIONARY PERIOD– EMPLOYMENT, TRANSFER, PROMOTION, AND DEMOTION	18
SECTION 9. AMERICANS WITH DISABILITY ACT (ADA)	19
ARTICLE V. CONDITIONS OF EMPLOYMENT	20
SECTION 1. WORKWEEK.....	20
SECTION 2. GIFTS AND FAVORS	20
SECTION 3. CONFLICT OF INTEREST POLICY.....	20
SECTION 4. POLITICAL ACTIVITY RESTRICTIONS.....	21
SECTION 5. OUTSIDE EMPLOYMENT.....	22
SECTION 6. LIMITATION ON EMPLOYMENT OF RELATIVES	22
SECTION 7. TRAVEL POLICY	22
SECTION 8. EMPLOYEE HEALTH AND SAFETY.....	28
SECTION 9. HARASSMENT IN THE WORKPLACE	29
SECTION 10. VIOLENCE IN THE WORKPLACE.....	31
SECTION 11. ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY.....	33

SECTION 12.	EMPLOYEE ASSISTANCE PROGRAM.....	44
SECTION 13.	COMPUTER USE POLICY	45
SECTION 13.	CELLPHONE AND PAGER POLICY	51
SECTION 14.	TOBACCO USE POLICY.....	51
ARTICLE VI.	USE OF COUNTY PROPERTY AND TIME.....	53
SECTION 1.	POLICY	53
SECTION 2.	VEHICLES.....	53
ARTICLE VII.	TYPES OF LEAVE	54
SECTION 1.	PAID HOLIDAYS OBSERVED.....	54
SECTION 2.	EFFECT OF HOLIDAYS ON OTHER TYPES OF PAID LEAVE	54
SECTION 3.	HOLIDAYS - WHEN WORK IS REQUIRED.....	54
SECTION 4.	LEAVE POLICY - ADVERSE WEATHER CONDITIONS	55
SECTION 5.	VACATION LEAVE	56
SECTION 6.	PROBATIONARY EMPLOYEES VACATION LEAVE	56
SECTION 7.	MANNER OF VACATION LEAVE ACCUMULATION	56
SECTION 8.	MAXIMUM ACCUMULATED VACATION LEAVE.....	57
SECTION 9.	ACCUMULATED LEAVE AT DEATH OR SEPARATION	57
SECTION 10.	SICK LEAVE	57
SECTION 11.	SICK LEAVE TRANSFER	58
SECTION 12.	SICK LEAVE RETIREMENT CREDIT	58
SECTION 13.	SICK LEAVE - SEPARATED EMPLOYEES	58
SECTION 14.	VOLUNTARY SHARED LEAVE	59
SECTION 15.	FAMILY AND MEDICAL LEAVE	62
SECTION 16.	LEAVE WITHOUT PAY	65
SECTION 17.	WORKERS' COMPENSATION LEAVE	65
SECTION 18.	MILITARY LEAVE	66
SECTION 19.	CIVIL LEAVE.....	67
SECTION 20.	EDUCATIONAL LEAVE.....	67
SECTION 21.	FUNERAL LEAVE	58
SECTION 22.	BREAKS	68
ARTICLE VIII:	SEPARATION, DISCIPLINARY ACTION AND REINSTATEMENT.....	69
SECTION 1.	TYPES OF SEPARATION	69
SECTION 2.	RESIGNATION.....	69
SECTION 3.	REDUCTION IN FORCE.....	69
SECTION 4.	REINSTATEMENT	69
SECTION 5.	DISABILITY.....	70
SECTION 6.	DEATH	70
SECTION 7.	RETIREMENT	70
SECTION 8.	DISCIPLINARY ACTIONS.....	70
ARTICLE IX.	GRIEVANCE PROCEDURE.....	75
SECTION 1.	POLICY	75
SECTION 2.	COVERAGE.....	75
SECTION 3.	PROCEDURE	75
SECTION 4.	PERSONNEL ADVISORY COMMITTEE.....	76
SECTION 5.	FINAL DECISION ON THE GRIEVANCE	76
SECTION 6.	MAINTENANCE OF RECORDS.....	77
SECTION 7.	OTHER REMEDIES PRESERVED	77
ARTICLE X.	EMPLOYEE BENEFITS.....	78
SECTION 1.	INSURANCE BENEFITS	78
SECTION 2.	RETIREMENT BENEFITS.....	78
SECTION 3.	WORKERS' COMPENSATION BENEFITS	80

SECTION 4. LONGEVITY COMPENSATION 80

SECTION 5. SUPPLEMENTAL RETIREMENT INCOME PLANS AVAILABLE TO LAW ENFORCEMENT OFFICERS... 81

SECTION 6. OTHER FLEXIBLE BENEFITS..... 82

ARTICLE XI. PERSONNEL RECORDS AND REPORTS83

SECTION 1. PERSONNEL RECORDS MAINTENANCE..... 83

SECTION 2. INFORMATION OPEN TO THE PUBLIC 83

SECTION 3. ACCESS TO PERSONNEL RECORDS..... 83

SECTION 4. CONFIDENTIAL INFORMATION 83

SECTION 5. RECORDS OF FORMER EMPLOYEES..... 84

SECTION 6. REMEDIES OF EMPLOYEES OBJECTING TO MATERIAL IN FILE 84

SECTION 7. PENALTY FOR PERMITTING ACCESS TO CONFIDENTIAL FILE BY UNAUTHORIZED PERSONS..... 84

**SECTION 8. PENALTY FOR EXAMINING AND/OR COPYING CONFIDENTIAL MATERIAL WITHOUT
AUTHORIZATION 84**

SECTION 9. DESTRUCTION OF RECORDS REGULATED..... 84

APPENDIX A: WATAUGA COUNTY POSITION CLASSIFICATION PAY PLAN.....86

APPENDIX B: OBSERVED BEHAVIOR - REASONABLE SUSPICION.....87

**APPENDIX C: AUTHORIZATION FOR USE AND DISCLOSURE OF PROTECTED HEALTH
INFORMATION88**

APPENDIX D: WATAUGA COUNTY REINSTATEMENT AGREEMENT.....89

APPENDIX E: EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER FMLA90

ARTICLE I. DEFINITIONS

1. Appointing Authority. Any board, elected official or position with legal or delegated authority to make hiring decisions.
2. Class. A position or group of positions having similar duties and responsibilities requiring similar qualifications, which can be properly designated by one title indicative of the nature of the work performed, and which carry the same salary grade.
3. Classified Employee. An employee occupying a position that is subject to the position classification pay plan.
4. Compensatory Time. Time earned at a rate of time and one-half by a non-exempt employee for hours worked in excess of 40 hours in a workweek or in the case of law enforcement in excess of 171 hours in a 28-day cycle.
5. Competitive Service Employee. An employee of the Department of Social Services subject to the State Personnel Act.
6. Demotion. The reassignment of a classified employee for disciplinary **or performance related** reasons, **or as a result of restructuring within a County Department**, to a position or classification having a lower salary grade than the employee's current position or classification.
7. Department Head. The highest level of supervision or top administrative official of a department of county government.
8. Disciplinary Action. An action which may include written warnings, suspension, demotion and dismissal taken only for cause against employees based on personal misconduct or unsatisfactory work performance.
9. Exempt Employee. Full and part-time employees who are exempt from the overtime and minimum wage provisions of the Fair Labor Standards Act.
10. General County Employee. A County employee assigned to a department not subject to the State Personnel Act.
11. Grievance. A claim or complaint based upon an event or condition allegedly caused by misinterpretation, unfair application, or employment conditions. A grievance may involve alleged safety or health hazards, unsatisfactory physical facilities, surroundings, materials or equipment, unfair or discriminatory supervisory or disciplinary practices, unjust treatment by fellow workers, unreasonable work requirements, or any other inequity relating to conditions of employment.
12. Hiring Rate. The salary paid an employee when hired into County service, normally the beginning rate of a grade and below midpoint.
13. Internal Hiring. The re-assignment of an employee to an existing position after following the internal hiring process. For internal hiring, the vacant position is posted three (3) days throughout all of the County departments prior to any external advertisement.
14. Maximum Salary Rate. The maximum salary authorized by the pay plan for an employee within an assigned salary grade.

15. Non-Exempt Employee. Full- and part-time employees who have been classified as “Non-Exempt” from the overtime provisions of the Fair Labor Standards Act and who must be paid for overtime hours worked or given compensatory time off in accordance with guidelines in this Ordinance. Overtime is paid or compensatory time off given to non-exempt employees for hours worked in excess of 40 hours per week. **Exception** - The official work period for sworn law enforcement and detention officers is 168 hours over a period of 28 consecutive days.
16. Non-Regular Employee. An employee hired under special circumstances in a General County Department, usually outside the normal or routine functions of the County. Length of employment can be short term or an indefinite period of time. Employee is paid on an hourly rate or a sum approved by the County Manager or his/her designee. This category of employee is not eligible for employee benefits.
17. Pay Range Revision. The raising and lowering of the salary range for one or more specific classes of positions within the classification plan.
18. Pay for Performance Increase. An increase in salary within the same salary grade, based on meritorious service and on performance of duties for the assigned position.
19. Performance Appraisal System. A system designed to document each employee’s work performance as it relates specifically to work objectives for each position as generally defined in the position’s job description.
20. Position. A group of current duties and responsibilities, assigned by competent authority, requiring the full or part-time employment of one person, but the existence of a position or its identity does not depend upon its being occupied by an employee.
21. Position Classification Pay Plan. A plan approved by the Board of County Commissioners that assigns classes (positions) to the appropriate salary grades.
22. Position Classification Pay Plan Revision. The uniform raising and lowering of the salary grade for every grade within the Position Classification Pay Plan.
23. Probationary Employee. A classified employee appointed to a regular position, who serves a probationary period.
24. Promotion. A change in employment status to a higher class that involves more complex or difficult duties and responsibilities or greater accountability and is assigned a higher salary grade.
25. Reclassification. The reassignment of an existing position from one class to another based on changes in job content such as duties, difficulty, required skills, responsibility of the work performed or change in market conditions.
26. Reduction in Force (RIF). The elimination of or reduction of a position or some portion of a position based on the needs of the organization, workload, or availability of funding.
27. Regular Employee. A classified employee who has satisfactorily completed a 6-month probationary period, trainee progression or reinstatement of qualified employee, and has been approved for regular status by his Department Head and County Manager or his/her designee. (a) Full-Time - An employee appointed to a classified position that is regularly scheduled to work at least 30 hours a week. (b) Part-Time Employee - An employee appointed to a classified position who is regularly scheduled to work at least 20 hours but less than 30 hours per work week. Regular employees in all

departments and agencies must be dismissed for cause and are informed in writing of their appeal rights.

28. Salary Grade. A range of minimum, midpoint, and maximum pay rates assigned to all classified positions. For the purpose of this definition, the words “grade,” “salary range,” and “range” are used interchangeably.
29. Separation. The resignation, reduction in force, disability, death, retirement or dismissal of an employee.
30. Temporary Employee. An employee appointed to a temporary position.
31. Time Off Earned (TOE). Employees who are exempt from the Fair Labor Standards Act may accrue time off earned for time worked in excess of 40 hours per week as approved by their supervisor. Time off earned shall accrue at the rate of one hour for each hour worked in excess of 40 hours during a normal workweek.
32. Trainee. A Department of Social Services Competitive Service employee appointed to a regular position in any class for which the Office of State Personnel has authorized "trainee" appointments. The trainee must be appointed to the regular position when they gain the acceptable training and experience.
33. Transfer. The reassignment of a classified employee from one position or department to another. A classified employee under this status would not be exempt from Article IX.
34. Voluntary Demotion. Willingly accepting or choosing to move to a position or classification having a lower salary grade than the employee's current position or classification.
35. Work-Against. In departments whose employees are subject to the State Personnel Act, the appointing authority may appoint an employee in a work against situation. When qualified applicants are unavailable and there is no trainee provision for the classification of the vacancy, the appointing authority may appoint an employee below the level of the regular classification in a “work against” appointment. This appointment is for the purpose of allowing the employee to gain the qualifications needed for the full class through on the job experience. A work against appointment may not be made when applicants are available who meet the training and experience requirements for the full class in the position being recruited. During the duration of the work against appointment, the employee is on probationary status.

ARTICLE II. ORGANIZATION OF PERSONNEL SYSTEM

SECTION 1. PURPOSE

The purpose of this ordinance is to establish a personnel system that will promote a fair and effective means of employee recruitment and selection, develop and maintain an effective and responsible work force, and provide the means for removal of unsatisfactory employees. This ordinance is established under the authority of G.S. 153A, Article 5, and G.S. 126 of the General Statutes of North Carolina.

SECTION 2. COVERAGE

This personnel ordinance and all rules and regulations adopted pursuant thereto shall be binding on all County employees, except as provided in this section. An employee violating any of the provisions of this ordinance shall be subject to appropriate disciplinary action, as well as prosecution under civil or criminal laws which have been violated.

- A. All employees in the County's service shall be subject to this policy, unless specifically identified below.
- B. The following officials and employees are exempt:
 - Board of County Commissioners
 - Advisory, Special Boards and Commissions
 - Elected Officials
 - County Manager
 - County Attorney
 - Consultants
 - Non-Regular Employees
 - Temporary employees
 - Volunteers
- C. The following employees shall be subject to this policy, except as specifically identified below:
 1. Employees of the North Carolina Cooperative Extension Service shall be subject to Article II, Section 3, Article V, Sections 8 and 14, Article VI, and Article VII, Section 1.
 2. Employees of the Register of Deeds are exempt from Article IV, Sections 2-8; Article VIII and Article IX.
 3. Employees of the Sheriff's Office are exempt from Article IV, Sections 2-8; Article VII, Section 4; Article VIII and Article IX.
 4. The Supervisor of Elections is exempt from Article IV, Sections 2-8; Article VIII and Article IX.
 - ~~5. Competitive Service Employees shall be covered by all articles and sections except where noted. In the event that the Ordinance conflicts with the State Personnel Act, the State Personnel Act shall prevail. ~~The Social Services Director shall be responsible to the County Board of Social Services.~~~~
 6. The Tax Administrator's appointment shall be governed by G.S. 105-294.

SECTION 3. MERIT PRINCIPLE

All appointments and personnel actions hereunder shall be made solely on the basis of merit and fitness without regard to an individual's race, color, sex, **gender**, age, disability, national origin, political affiliation or religious affiliation. All regular positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and the same salary grade.

SECTION 4. RESPONSIBILITY OF BOARD OF COMMISSIONERS

The Board of County Commissioners shall establish personnel policies and rules, including the Position Classification Pay Plan and shall make and confirm appointments when so specified by law. The Board may change the ordinances and benefits as deemed necessary.

SECTION 5. RESPONSIBILITY OF THE COUNTY MANAGER

The County Manager shall be responsible to the Board of Commissioners for the administration of the personnel program. Department Head level positions including the ~~Deputy County Manager~~ **Department of Social Services Director, Emergency Services Director, Finance Director, Human Resources Director, Information Technologies Director, Maintenance Director Supervisor, Operation Services Director, Parks and Recreation Director, Planning and Inspections Director, Project on Aging Director, Tax Administrator, and Veteran's Services Officer;** shall be appointed, suspended or removed by the County Manager with the approval of the Board of County Commissioners. All other positions in departments under the Commissioner's general control shall be appointed, suspended or removed by the County Manager in accordance with the terms of this ordinance and in accordance with G.S. 153A-82. An official copy of the Personnel Ordinance and rules shall be available in the County Manager's Office. Any questions on the applicability or interpretation of the Ordinance's guidelines or rules shall be directed to the County Manager or his/her designee before proceeding.

SECTION 6. RESPONSIBILITY OF THE ~~PERSONNEL OFFICER~~ **HUMAN RESOURCES DIRECTOR**

The ~~Human Resources Director may designate a Personnel Officer who~~ shall assist the County Manager in the preparation and maintenance of the Position Classification Pay Plan and perform such other duties in connection with a modern personnel program, as the Manager shall require. The County Manager or his/her designee shall perform all of the following duties and responsibilities:

- A. Apply, interpret and carry out this policy and the policies adopted hereunder, and any situations not covered herein.
- B. Establish and maintain records of all County employees' service to include name, grade, title of position, salary, employment status, history and other relevant employment data.
- C. Develop and administer such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the County.
- D. Encourage and exercise leadership in the development of effective personnel administration within the various County departments, and to make available the facilities of the personnel office to this end.

- E. Investigate, when necessary, the operation and effect of this policy and of the policies made there under, and report their findings and recommendations to the Board of Commissioners.
- F. Make recommendations to the Board of Commissioners regarding the personnel functions, as well as revisions to the personnel system, as they may consider appropriate.
- G. Issue and publish administrative directives, supplements, interpretations and necessary prescribed forms and reports for any personnel matters for the proper functioning, maintenance and documentation of the procedures established by and in accordance with this policy.

All matters dealing with personnel shall be routed through the County Manager or his/her designee, who shall maintain a complete system of personnel files and records.

ARTICLE III. POSITION CLASSIFICATION PAY PLAN

SECTION 1. ADOPTION

The Board of County Commissioners hereby adopts the Watauga County Position Classification Pay Plan. Please refer to Appendix A, which may be amended from time to time by the Board of County Commissioners.

SECTION 2. PURPOSE

The position classification plan provides a complete inventory of all authorized and regular positions in ~~the~~ County service, and an accurate description and specification for each class of employment. The plan standardizes job titles, each of which is indicative of a definite range of duties and responsibilities. All positions covered by the ~~Personnel Ordinance policy~~ are to be classified according to the assigned duties, responsibilities, qualifications needed, and modern classification factors. In order to insure its continuing value as a personnel management tool, the position classification plan will be maintained to reflect the current work assignments and other conditions and requirements, which are factors in proper classification and allocation of regular positions.

The N.C. Office of State Personnel in compliance with the rules and regulations under the State Personnel Act will classify positions in the Department of Social Services.

SECTION 3. COMPOSITION OF THE POSITION CLASSIFICATION PLAN

The classification plan shall consist of:

- A. A grouping of positions into classes of work which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
- B. Class titles descriptive of the work of the class;
- C. Written specifications for each class of positions; and
- D. An allocation list showing the class title of each position in the classified service.

SECTION 4. USE OF THE POSITION CLASSIFICATION PLAN

The classification plan provides the County a uniform job classification system and terminology and is used:

- A. As a guide in recruiting and examining applicants for employment;
- B. In determining lines of promotion and in developing employee training programs;
- C. In determining the appropriate salary range to be paid for various types of work; and
- D. In determining personnel service cost in department budgets.

SECTION 5. REQUEST FOR RECLASSIFICATION

Any employee who considers the position in which classified to be improper shall submit a request in writing for reclassification to such employee's immediate supervisor, who shall immediately transmit the request to the Department Head. Upon receipt of such request, the Department Head shall study the request, determine the merit of the reclassification, and make a recommendation to the County Manager or his/her designee in order to maintain a fair and accurate classification plan. **With the exception of time sensitive circumstances, a request for reclassification of a position should presented to the County Manager during the annual budget process to prevent any type of shortfall within the department's budgeted salaries.**

SECTION 6. ADMINISTRATION OF THE POSITION CLASSIFICATION PAY PLAN

The Position Classification Pay Plan shall be administered in a fair and systematic manner in accordance with work performed. The pay structure shall be externally competitive, shall maintain proper internal relationships among all positions based on relative duties and responsibilities, and shall recognize performance as the basis for pay increases within the established pay range. The Position Classification Pay Plan shall meet the requirements of the State Competitive Service System for local government employees, while maintaining a countywide plan. The County Manager or his/her designee shall perform all of the following duties and responsibilities:

- A. The County Manager or his/her designee shall be responsible for the administration and maintenance of the Position Classification Pay Plan to accurately reflect the duties performed by employees in the classes to which their positions are allocated. Department Heads shall be responsible for bringing to the attention of the County Manager or his/her designee the need for new positions and material changes in the nature of duties, responsibilities, or working conditions affecting the classification of a position.
- B. New positions shall be established upon recommendation of the County Manager or his/her designee with the approval of the Board of County Commissioners. The County Manager or his/her designee may allocate the new position to the appropriate class within the existing classification plan; or recommend that the Board of Commissioners amend the Position Classification Pay Plan to establish a new class to which the new position may be allocated.
- C. When the County Manager or his/her designee finds that a substantial change has occurred in the nature or level of duties and responsibilities of an existing position, the County Manager or his/her designee shall
 1. Direct that the existing class specifications be revised;
 2. Recommend that the Board of County Commissioners reallocate the position to the appropriate class within the existing classification plan; or
 3. Recommend that the Board of Commissioners amend the position classification plan to establish a new class to which the position may be allocated.

SECTION 7. MAINTENANCE OF THE POSITION CLASSIFICATION PAY PLAN

The County Manager or his/her designee shall be responsible for the administration and maintenance of the Position Classification Pay Plan. The Position Classification Pay Plan is intended to provide equitable

compensation for all positions when considered in relation to each other, general rates of pay for similar employment in the private and public sector, changes in the cost of living, financial conditions of the County, and other factors. The County Manager or his/her designee shall, from time to time, order comparative studies of all factors affecting the level of salary grade and shall recommend to the Board of County Commissioners such changes in salary grades as are warranted.

SECTION 8. HIRING RATE/STARTING SALARY

Employees will be hired at the minimum rate of their assigned salary grade. Appointments above the minimum rate may be made by the County Manager or his/her designee when deemed necessary to the best interests of the County, based on such factors as superior qualifications of the applicant, a shortage of qualified applicants available at the hiring rate, or the refusal of qualified applicants to accept employment at the minimum rate. The Board of County Commissioners must approve any appointment above the midpoint of the salary rate. Approval of all personnel actions is subject to the availability of funds. No action can be taken by the County Manager, which would expend funds in excess of those appropriated for the current fiscal year.

SECTION 9. PAYMENT AT A RATE WITHIN THE SALARY GRADE

Classified employees covered by the Position Classification Pay Plan shall be paid at a rate within the salary grade established for their respective job classes.

When a classified employee attains the maximum rate of a salary grade for their position, no salary increases shall be received unless (1) the position is reclassified to a higher salary grade, (2) the classified employee is promoted to a higher salary grade, or (3) the salary grade for the position is increased. If a pay for performance increase or cost of living adjustment causes an employee's salary to exceed the maximum range for their position, the difference between their new salary and the maximum range shall be paid in a lump sum. Employees already at the maximum of their salary grade shall receive a lump sum payment.

SECTION 10. PAY RATES IN PROMOTION, DEMOTION, TRANSFER, AND RECLASSIFICATION

When a classified employee is promoted, demoted, transferred, or reclassified the rate of pay for the new position shall be established as follows:

- A. When a promotion occurs, if the employee's current salary is below the new minimum, the employee's salary shall be increased **to the greater of**, the minimum rate of the salary grade assigned to the class to which they are promoted **to or a 5% increase**. If an employee's current salary is already above the new minimum salary rate, their salary shall be adjusted approximately 5% upward based on funds available or in unusual circumstances may be left unchanged at the discretion of the County Manager or his/her designee, provided that the adjusted salary does not exceed the maximum of the assigned salary range.
- B. If the employee's salary grade is lowered as a result of a reclassification or a transfer, and the employee's current salary falls above the maximum of the range for the lower class, the employee's salary will remain the same until any adjustments are made to the Position Classification Pay Plan.
- C. When a reclassification occurs and an employee's position is reclassified to a class having a higher salary range, the employee's salary shall be increased to the minimum of the new pay range. If the employee's current salary is already above the minimum salary rate, their salary may be adjusted

upward but not to exceed the maximum of the assigned salary range ~~or left unchanged~~ at the discretion of the County Manager or his/her designee. ~~If the position is reclassified to a lower pay range, the employee's salary shall remain the same. If the employee's salary is above the maximum established for the new range, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary.~~

- D. If an employee is demoted because of a disciplinary action ~~or takes a voluntary demotion~~, the employee's salary will be reduced ~~using a formula that calculates the new salary based on the lower salary range for the position the employee is moving into and in consideration of said employee's salary point within the range of their position prior to the demotion~~, considering factors such as; fair and equitable treatment with other employees in the same classification based on training and experience, performance levels, and salary ~~increases previously received~~. The reduction in salary shall not fall below the minimum salary rate of that range. When the demotion is not the result of disciplinary action, the salary shall be set at a rate within the lower pay range, which provides a salary commensurate with the employee's qualification to perform the job, ~~using the above described formula~~. If the current salary is within the new range, the employee's salary may be retained at the previous rate, ~~at the discretion of the County Manger~~.
- E. If an employee transfers to a different position within the same salary grade, the employee's salary will remain the same until any adjustments are made to the Position Classification Pay Plan.

SECTION 11. PAY FOR PERFORMANCE INCREASES

Upward movement within the established Position Classification Pay Plan for an employee is not automatic but based on specific performance-related reasons. Employees may be considered for advancement within the established salary range based on the quality of their overall performance. Procedures for determining performance levels and pay for performance increases shall be established ~~in procedures~~ ~~with criteria~~ approved by the County Manager or his/her designee.

Except in unusual circumstances, pay for performance increases will not be awarded more often than once every twelve (12) months.

SECTION 12. PAY FOR PERFORMANCE AT MAXIMUM OF SALARY RANGE

Employees who are at the maximum of the salary range for their position classification are eligible to be considered for a pay for performance bonus which if awarded does not become part of the employee's salary and shall be paid in a lump sum.

If a pay for performance increase causes an employee's salary to exceed the maximum range for their position, the difference between their new salary and the maximum range shall be paid in a lump sum. Employees already at the maximum of their salary grade shall receive a lump sum payment.

SECTION 13. PAY FOR PART-TIME WORK

The Position Classification Pay Plan established by this manual is for regular employees. An employee appointed to a regular part-time position shall be paid at a rate determined by converting the established annual salary ~~within the correct pay range for the position~~, to the appropriate hourly rate. When a comparable full-time position classification does not exist, the County Manager or his/her designee ~~or Human Resources Director~~ upon recommendation of the Department Head shall establish an hourly rate. Temporary service pay and non-regular pay shall be based on market conditions as recommended by the Department Head subject to the County Manager's approval.

SECTION 14. SALARY OF DSS COMPETITIVE SERVICE TRAINEE

Competitive Service Employees subject to the State Personnel Act will be designated “trainees” in accordance with rules and regulations established by the Office of State Personnel. Applicants being considered for Competitive Service Employment or Competitive Service Employees who do not meet all of the requirements for the position for which they are being considered may upon recommendation by the Office of the State Personnel be hired, promoted, demoted, or transferred by the DSS Director with the approval of the County Manager or his/her designee, to a “trainee” or “work against” status. An employee in a trainee status shall continue to receive reduced pay until the Office of State Personnel and the DSS Director, with approval of the County Manager, determine that the trainee is qualified to assume the full responsibilities of the position.

Trainee salaries may be one to three grades below the minimum salary established for the position for which the person is being trained. Assignment of two grades below is appropriate for more than six months but less than two years. Note: Positions subject to the State Personnel Act may be assigned no more than two grades below for trainee purposes.

In the trainee or work against status, a plan for training and meeting the minimum qualification for the job classification, including a time schedule, must be prepared by the supervisor. If the training is not successfully completed the employee shall be transferred, demoted or dismissed. If the training is successfully completed, the employee shall be paid at least the minimum rate for the position for which the employee is being trained.

SECTION 15. OVERTIME

Employees of the County can be requested and may be required to work overtime hours as necessitated by the needs of the County and determined by the Department Head.

Regular Overtime – It shall be the policy of Watauga County to avoid overtime work whenever possible. Unless special authorization has been approved, Department Heads are expected to keep each employee’s hours within 40 hours per week. Except in cases of emergency, employees are not to perform work at any time they are not scheduled to work, unless they receive prior approval from their Department Head. An emergency exists if a condition arises that could reasonably result in damage to property or persons or which requires immediate attention of the employee. Employees who work excess hours due to an emergency shall advise their Department Head of the overtime worked as soon as ~~practical~~ **practicable** following completion of the work. In emergencies, the Department Head may approve reasonable periods of overtime work to meet operational needs. Such overtime work shall be reported to the County Manager or his/her designee within five (5) workdays. In non-emergency situations, the County Manager or his/her designee must approve periods of overtime work.

Whenever practicable, departments will schedule time off on an hour for hour basis within the applicable work period for nonexempt employees, instead of paying overtime. When time off within the work period cannot be granted, overtime worked will be given in the form of compensatory time off.

The County abides by all applicable sections of the Fair Labor Standards Act and the Fair Labor Standard Amendments (FLSA) of 1986, 2004 **and 2024, or those guidelines that have most recently been adopted or approved.** The County Manager or his/her designee shall determine which jobs are “Non-Exempt” and are therefore subject to the FLSA in areas such as hours of work and work periods, rates of overtime compensation, and other provisions. The County will properly record all applicable overtime accrual for each

covered employee. This overtime policy is applicable only to employees of Watauga County who are non-exempt under the Fair Labor Standards Act.

Employees classified, as non-exempt from the Fair Labor Standards Act shall be compensated at the rate of one and one-half hours for each hour worked in excess of the regular 40-hour week. The computation of overtime shall be based on time worked after completing 40 full hours of work within a given week. This 40-hour period shall be actual hours worked not including any paid leave, **holiday time** or otherwise. Employees in sworn law enforcement may earn overtime based on a 28-day time period (hours in excess of 171 hours). Except where specifically provided for, it shall be the policy of the County to use compensatory time as payment for overtime worked, instead of overtime pay.

Non-exempt employees who are in sworn law enforcement may accrue a maximum of 480 hours of compensatory time for overtime hours worked. Other non-exempt employees may accrue a maximum of 240 hours of compensatory time.

Compensatory time off leave shall be designated by the employee's Department Head normally to occur during periods when workloads are light and would not unduly disrupt operations. Compensatory time must be designated and taken within three (3) months of the overtime **when practicable**. If the employee fails to take earned compensatory time off at the time designated by the Department Head, the employee is subject to disciplinary actions.

Employees who are exempt from the Fair Labor Standards Act may accrue time off earned for time worked in excess of 40 hours per week as approved by their supervisor. Time off earned shall accrue at the rate of one hour for each hour worked in excess of 40 hours during a normal workweek. The computation of time off earned shall be based on time worked after completing 40 full hours of work within a given week. This 40-hour period shall be actual hours worked not including any leave paid or otherwise. When there is a holiday in the work week, time off earned is calculated by adding total hours worked plus holiday time, hours over 40 are accrued. Time off earned may not be transferred to any other type of leave. Time off earned is not required by the Fair Labor Standards Act and therefore, not a guaranteed County benefit. Exempt employees will not be compensated for time off earned when separated from the County. Overtime compensation is not required in top-level supervisory, administrative and professional positions.

Compensatory time off for employees classified as non-exempt and time off earned for exempt employees will be used during any period of absence from work before other accrued paid leave.

SECTION 16. ON-CALL/CALL BACK COMPENSATION

Even though on call compensation may not be required by the Fair Labor Standards Act, the County recognizes that such callback usually results in added travel expense and inconvenience for the employee. Therefore, it is the policy of Watauga County to provide additional compensation for employees who are on-call or respond to a "callback" in order to perform necessary work at a time other than during the employee's regularly scheduled hours of work.

Therefore, certain classified employees of Animal Care and Control, Emergency Management, the Department of Social Services (Social Workers I, II and III) and Maintenance Department are eligible for on-call compensation when the employee is routinely required to be on call and report for work upon contact **from their supervisor** via ~~pager or~~ telephone. The Department Head is responsible for designating the individuals **which positions** are to be placed on call and submit a list of them, **including a standard rotation schedule to be followed**, to the County Manager or his/her designee for approval.

Watauga County On-Call Compensation:	
\$20/day	Monday thru Friday
\$50/day	Saturday thru Sunday
\$80/day	Holiday

On-call time is not considered actual hours worked for overtime purposes and is compensated on the above schedule.

Time on callback is determined from the time the employee leaves home and until the employee returns home, **but not less than one (1) hour for each call-back**. Callback time is considered actual hours worked for overtime purposes.

SECTION 17. K-9 PAY

K-9 Officers shall be compensated at a flat rate of one-half hour per day (based on the individual officer's hourly rate) which will be paid biweekly for the care and upkeep of their canine.

SECTION 18. PAYROLL DEDUCTIONS

Federal and state income taxes, Social Security tax, and retirement contributions shall be deducted as authorized by law and the Board of County Commissioners. The County Manager must approve any other payroll deduction.

SECTION 19. PAYROLL PROCEDURE

All employees shall be paid on a biweekly basis. Payday will be every other Friday. **When necessary, if payday falls on a recognized holiday, payroll may be processed early. All employees of the County are required to provide the necessary bank account information for mandatory direct deposit.**

SECTION 20. IMPROPER OR UNLAWFUL PAYROLL DEDUCTIONS

Every effort is made to ensure that compensation and paychecks are properly computed and calculated. It is against County policy for any employee's wages to have improper or unlawful deductions. If you believe that your pay is incorrect or that an improper or unlawful deduction was made to your wages or salary, contact the Finance Department immediately. Our payroll department and/or HR department will investigate the matter, make corrections as appropriate, and make prompt reimbursement as required.

The salaries of employees exempt under the Fair Labor Standards Act, 29 CFR Part 541, may be reduced or be subject to deduction for the following conditions ONLY:

- For one or more full days of absence for personal reasons other than sickness or disability and the employee has no leave to cover the absence.
- For sickness or disability (including work place injury) if the employee has not qualified for the County's leave benefit, has not earned sufficient leave to cover the absence, or has exhausted all leave and has no earned leave remaining to cover the absence. If the employee has exhausted all leave benefits **or Voluntary Shared Leave donations** that would cover an FMLA absence, the employee's salary may be reduced in hourly increments while on FMLA leave.
- Deductions for penalties imposed for violations of safety rules of major significance, including those relating to the prevention of serious danger in our workplace or to other employees.
- Deductions resulting from suspensions without pay for serious violations of our workplace misconduct rules.
- In the initial or final workweek of employment, deductions may be made for the days of the workweek not worked. For example, in the first or last workweek of work, if the employee only works two of the five days, the employee will receive 2/5 (two fifths) of their weekly salary.

Pursuant to Federal Regulations 29 Part 541.710, salaries of exempt salaried employees may be reduced under the following conditions in that all agency employees are employed under the rules of public accountability:

- For absences of less than a day for personal reasons, illness, or injury when accrued leave is not used because:
 1. Permission for the absence/leave has not been sought or it has been requested by the employee and was denied;
 2. Accrued leave has been exhausted;
 3. The employee requests ~~or chooses~~ and is approved to use leave without pay.
- Deductions for a "budget-required furlough" implemented by agency management or the governing board/body. During such week, and only in such week, the Part 541 exemption is lost and the employee is entitled to overtime compensation in the week of the furlough if the employee works more than 40 hours (or other standard which is employed in law enforcement or fire-fighting) despite being in furlough status.

Deductions from salaries of employees exempt under the Fair Labor Standards Act, 29 CFR Part 541, are NOT permitted by the regulation for the following conditions:

- On an hourly basis except for unpaid FMLA leave and as provided in the special rules above.
- When the office, facility, building or department is officially closed due to inclement weather such as snow or ice. Exempt salaried workers cannot be required to use earned leave for such closings unless it is announced that the office, facility, building or department remains open for salaried exempt employees and they are given the option of reporting to work or using leave.
- For penalties or rules violations such as performance issues, attendance issues, minor safety rules, cash shortages, losses, rules of evidence violations or damages to equipment or property, including insurance deductibles when damage has occurred.

Employees can report improper or unlawful deductions from their wages without fear of discrimination or reprisal. Upon receiving notification of an improper or unlawful deduction from pay, the Human Resource Director, or designee, in consultation with the Payroll Manager, will investigate the matter and issue a finding before the next pay period entry date. If the investigation confirms the deduction was improper or unlawful the employee(s) shall be reimbursed the amount of the deduction with the next paycheck.

It shall be the policy of Watauga County to round all time in increments of 8 minutes to the next quarter of an hour.

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

SECTION 1. STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of the County to maintain a systematic, consistent recruitment program, to promote equal employment opportunity and to identify and attract the most qualified applicants for all present and future vacancies with Watauga County. This is achieved through consistency in announcing all positions, evaluating all applicants on the same criteria, and by utilizing the services of the local Employment Security Commission. Selection decisions shall be made without regard to race, color, religion, age, **gender**, sex, national origin, political affiliation or non-disqualifying disability.

SECTION 2. JOB ADVERTISEMENTS

All open regular position vacancy announcements shall be posted internally for a minimum of three (3) working days. After three (3) days of internal posting, outside recruitment may be sought. All positions posted externally shall be advertised for a minimum of seven (7) days at the County ~~Personnel Administration~~ Office and the ~~NC Works Career Center Employment Security Commission~~. Additional advertisements may be carried out through the media as appropriate. Vacancy announcements shall include information pertinent to the position/work involved, including at a minimum, the title, grade, starting salary, key duties, knowledge and skill requirements, minimum education and experience standard, special certification or licensing requirements and application closing date. In addition, assurance of Equal Employment Opportunity shall be contained therein. **When appropriate positions may be posted internally and externally concurrently, and may be posted as "Open Until Filled."**

SECTION 3. APPLICATION FOR EMPLOYMENT

All employees (including temporary and non-regular) are eligible to apply for any position vacancy during an advertisement period. Employees interested in being considered for a specific opening must submit an updated County application to ~~Human Resources the Personnel Office~~ by the application closing date.

All persons expressing interest in an advertised position with Watauga County shall be given the opportunity to file an application for employment. The Watauga County application shall be the standard application accepted for any and all position listings. Competitive Service departments will accept North Carolina State applications. All persons expressing interest in an externally advertised position must submit a County application to the ~~Employment Security Commission~~ **NC Works Career Center** by the application closing date.

All applications received by the Employment Security Commission shall be retained by ~~Human Resources the Personnel Office~~ for a period of **not less than** two years, in accordance with Federal and State requirements. Department Heads must return all original applications and documents to the Personnel Office.

SECTION 4. APPLICATION TRACKING

~~The Personnel Office~~ **Human Resources** shall be responsible for maintenance of records of all job vacancy announcements, including posting and closing dates, and all optional referral sources utilized during the recruitment process and the pool of applicants considered for each vacancy.

SECTION 5. SELECTION

All applicants considered for employment or promotion shall meet the employment standards established by the class specifications relating to the position to which the appointment is being made. Department Heads (in cooperation with **Human Resources** ~~the Personnel Office~~) shall develop, utilize and document, on a consistent and routine basis, a selection process, which best suits the needs in filling positions within each agency/department.

SECTION 6. EMPLOYMENT

Prior to an offer of employment, the Department Head shall forward to the County Manager or his/her designee a Personnel Action Form (PAF) along with the **employment** application ~~indicating for~~ the Department Head's recommendation for employment. ~~The required information, authorization and acknowledgment forms must also be submitted to complete a pre-employment background check on all employment candidates.~~ The County Manager or his/her designee may approve or reject the recommendation and will determine if the starting salary is appropriate, subject to the following conditions:

- A. **If the duties of the position involve operation of a County owned vehicle or the use of a personal vehicle for County business, the applicant will provide a driving record, which will become a part of their personnel file.**
- ~~B. If the duties of the position involve the collection, supervision, or processing of County funds or is mandated by Federal or State law, prior to appointment, the County shall conduct a criminal background check which will become a part of the personnel file.~~
- C. The Sheriff, Register of Deeds and the Board of Elections shall have ~~the~~ authority over the appointment **of employees** in their respective departments, with the County Manager or his/her designee approving the **salary pay** grade and salary.
- D. By the authority of Chapter 153A-103 of the N.C. General Statutes, the Board of Commissioners must approve the appointment by the Sheriff or Register of Deeds of a relative by blood, marriage or nearer kinship than first cousin or a person who has been convicted of a crime involving moral turpitude.
- E. By the authority of Chapters 108A and 126 of the N.C. General Statutes, the Department Head will have authority over appointments in the Competitive Service departments. The State Office of Personnel will determine the classification, and the County Manager will approve the salary grade and salary.

SECTION 7. PROMOTION, TRANSFER AND DEMOTION

- A. Promotion/Internal Hiring – Candidates for promotion or internal hiring shall be chosen on the basis of their qualifications and their work records without regard to age, sex, race, color, creed, religion, political affiliation, national origin or handicap. In order to encourage job advancement and employee development, all County employees are eligible to apply for vacant job openings. This will not apply to those situations where State Personnel policy requires outside recruitment before considering a lower qualified person in a trainee situation.

If a county employee is chosen for promotion or internal hiring, the Department Head shall forward the request to the County Manager or his/her designee with recommendations for salary along with reasons for selecting the employee over other applicants. After considering the Department Head's recommendation, the County Manager or his/her designee may approve or reject the appointment and, if appointed, determine the starting salary.

- B. Transfer – A classified employee, who wishes to accept a position with less complex duties and reduced responsibilities, may request a transfer to another position for reasons other than unsatisfactory work performance or failure in personal conduct. A voluntary transfer may result in a lower salary.

If a vacant advertised position exists and a classified employee wishes to be considered for the position, an application must be forwarded to the Human Resources Department or ~~his~~ designee during the recruitment period for the position. After considering the Department Head's recommendation, the County Manager or his/her designee may approve the transfer and determine the starting salary of the employee. Transfers will not be considered unless the classified employee is qualified for an advertised vacant position.

- C. Demotion – A demotion is the reassignment of a classified employee for disciplinary reasons to a position or classification having a lower salary grade than the employee's current position or classification. An employee whose work performance in their present position is unsatisfactory or whose personal conduct is unsatisfactory may be demoted provided the employee shows promise of becoming a satisfactory employee in another position. Such a demotion shall be preceded by the warning procedures outlined in Article VIII. Representative causes for demotion because of failure in work performance and failure in personal conduct are listed in Article VIII, Sections 8 B and C. The employee shall be provided with written notice citing the recommended effective date, reasons for the demotion, and appeal rights available to the employee as stated in Article VIII of the policy. In the case of a demotion, after considering the Department Head's recommendation, the County Manager or his/her designee shall determine the salary and assign the appropriate classification.

SECTION 8. PROBATIONARY PERIOD– EMPLOYMENT, TRANSFER, PROMOTION, AND DEMOTION

- A. Probationary Period – Employment (New Hire) – A newly hired classified employee shall serve a probationary period of no less than six (6) months. Sworn law enforcement officers shall serve a twelve-month probation in accordance with State Criminal Justice Standards. At the recommendation of the Department Head and the approval of the County Manager or his/her designee, an employee's probationary period may be extended for one three (3) month period. Employees in trainee or "work against" appointments will have specific time frames established for the probationary period. A newly hired classified employee serving a probationary period may be dismissed, without cause or explanation, at any time during the probationary period.

A newly hired classified employee serving a probationary period will receive all benefits provided in accordance with this ordinance, with the following exceptions:

1. A probationary employee may accumulate vacation leave. Vacation leave may not be taken during this period without prior written approval of the Department Head. ~~and County Manager or his/her designee.~~ A limited amount of vacation leave will be granted during an employee's probationary period to avoid leave without pay, until an adequate amount of paid leave time can be accrued.

2. Probationary employees have no right of grievances during this period and may be transferred, demoted or dismissed at any time without further notice and without the right of grievance, except when the employee alleges unlawful harassment or discrimination based on race, color, religion, age, sex, national origin, political affiliation or non-disqualifying condition.
3. Before a classified employee completes the probationary period, the Department Head shall conduct a written performance ~~appraisal~~ **evaluation** to be forwarded with a personnel action form to the County Manager or his/her designee indicating:

That the employee has been advised of their progress (accomplishments, strengths and weaknesses);

Whether the employee is performing satisfactorily or should have their probationary period extended; or

Whether the employee should be transferred, demoted, or dismissed from County service.

Following successful completion of the probationary period, the employee shall be considered a regular employee and can only be separated as provided in Article VIII of this ordinance.

- B. Probationary Period – Transfer, Promotion and Demotion – The classified employee transferred, promoted or demoted shall successfully complete a six (6) month probationary period in their new position. A classified employee serving a probationary period may be transferred, demoted or dismissed if unable to satisfactorily perform assigned duties of the new position and will be afforded all rights as specified in Article VIII of this ordinance.

Before a classified employee completes the probationary period, the Department Head shall conduct a written performance ~~appraisal~~ **evaluation** to be forwarded with a personnel action form to the County Manager or his/her designee indicating:

That the employee has been advised of their progress (accomplishments, strengths and weaknesses);

Whether the employee is performing satisfactorily or should have their probationary period extended; or

Whether the employee should be transferred, demoted, or dismissed from County service.

SECTION 9. AMERICANS WITH DISABILITY ACT (ADA)

It is the policy of the County to comply with the relevant and applicable provisions of the Americans With Disability Act (ADA). The County will not discriminate against any qualified employee or applicant with respect to any terms, privileges or conditions of employment because of a person's physical or mental disability. The County will also make reasonable accommodations wherever necessary for employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.

Employees or applicants, who may need an accommodation, whether temporary or permanent, shall contact the ~~personnel director~~ **Human Resources Director** for assistance.

ARTICLE V. CONDITIONS OF EMPLOYMENT

SECTION 1. WORKWEEK

The official workweek for all County employees is 40 hours over a seven (7) day work period. The standard workweek shall be from 12:01 a.m. on Monday through 12:00 p.m. on Sunday. The standard workday shall be from 8:00 a.m. to 5:00 p.m. An alternate workweek or day may be used only if approved by the County Manager or his/her designee.

Department Heads, supervisors and otherwise exempt employees under FLSA shall work those hours necessary to ensure satisfactory performance of their departments, but not less than 40 hours per week. Department Heads shall schedule staff to ensure the public is assisted during regular office hours. When the activities of a particular department require some other schedule to meet work needs, the County Manager or his/her designee may authorize a deviation from the normal schedule.

The exception is the official work period for sworn law enforcement officers.

It shall be the policy of Watauga County to round all time in increments of 8 minutes to the next quarter of an hour and time should be recorded on all employees' timesheets accordingly.

SECTION 2. GIFTS AND FAVORS

- A. No official or employee of the County shall accept any gift, whether in the form of a service, loan, a thing of value, or a promise from any person, firm or corporation, who in the employee's knowledge, is interested directly or indirectly in any manner whatsoever in business dealings with the County.
- B. No official or employee shall accept any gift, favor or thing of value that may tend to influence that employee in the discharge of duties.
- C. No official or employee shall grant in the discharge of duties any improper favor, service, or thing of value.
- D. All County employees shall refuse gratuities in the form of money.

SECTION 3. CONFLICT OF INTEREST POLICY

- A. It shall be the duty of all Watauga County employees to recognize and report to the County Manager or his/her designee, any and all part-time employment opportunities or formal intent in any outside undertaking that may be considered a conflict of interest in their employment with Watauga County Government.
 - 1. All requests for employment opportunities outside of employees' normal County jobs, or any financial interest or relationship an employee may have in any outside venture, shall be approved in advance by the County Manager or his/her designee, and/or **Human Resources Director** or corresponding appointing authority.
 - 2. Other incompatible activities include, but are not limited to, acceptance of a favor, pay, gift, payment or expenses, or any other thing of monetary value under circumstances in which acceptance may result in or create the appearance of conflicts of interest.

- B. It shall be the policy of Watauga County that no employee may use their position, or the knowledge gained therein, in such a manner that a conflict between Watauga County's interests and their personal interests should arise. Both the fact and the appearance of the conflicting interests are to be avoided.
1. An employee is prohibited from having a direct or indirect formal interest that conflicts substantially with their Government duties and responsibilities; or, from joining in, directly or indirectly, a formal transaction as a result of, or primarily relying upon, information obtained through their Government employment.
 2. Employees shall refrain from transmitting any knowledge of County considerations or decision, or any other information, which might be prejudicial to the interest of the County, to any person other than in connection with the discharge of their official responsibilities.
- C. Adherence to this policy is a condition of employment.

SECTION 4. POLITICAL ACTIVITY RESTRICTIONS

Any employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles of civic or political organizations in accordance with the Constitution and laws of the United States and the Constitution and laws of the State of North Carolina. However, no employee shall:

- A. Engage in any political or partisan activity while on duty (including campaign buttons or attire that communicates such).
- B. Use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.
- C. Be required as a duty of the office or employment or as a condition for employment, promotion, or tenure of office to contribute funds for political or partisan purposes.
- D. Coerce, solicit, or compel contributions for political or partisan purposes by any other employee of the County.
- E. Use any funds, supplies or equipment of the County for political or partisan purposes.
- F. Use County Seal, uniforms, vehicles, signs, emblems, or insignias in any political or commercial way or manner.
- G. Be a candidate for nomination or election to the office of Watauga County Commissioner.

Employees subject to the State Personnel Act and employees in certain federally aided programs are subject to the Hatch Act as amended in 1975. This Federal act, in addition to prohibiting B, C, and D above, also prohibits candidacy for elective office in a partisan election. Prior to filing, any employee of Watauga County who wishes to run for political office shall obtain permission in writing from the Office of Special Counsel (1.800.854.2824) and forward this information to the County Manager.

SECTION 5. OUTSIDE EMPLOYMENT

The work of the County shall take precedence over other occupational interests of employees. All outside employment for salaries, wages or commission and all self-employment must be reported to the employee's supervisor and the County Manager or his/her designee, who will review such employment to determine the County's liability. Outside employment shall not be so demanding in time and energy that the employee is unable to maintain an acceptable level of performance in the County's service. Documentation of the approval of outside employment will be maintained in the employee's personnel file.

SECTION 6. LIMITATION ON EMPLOYMENT OF RELATIVES

- A. No two members of an immediate family shall be employed within the same department if such employment will result in one supervising a member of his or her immediate family, or where one member occupies a position that has influence over the other's employment, promotion, salary administration, and other related personnel considerations.
- B. The term "immediate family" means an employee's wife, husband, mother, father, guardian, son, daughter, brother, sister, grandchild and grandparent, as well as the various combinations of half, step, in-law, and adopted relationships that can be derived from those family members named herein.
- C. The provisions of this section shall not be retroactive, and no action will be taken concerning those members of the same family employed in conflict with Subsection A, above, prior to the adoption of this policy.
- D. The Board of County Commissioners shall approve the appointment by the Sheriff or the Register of Deeds of a relative by blood or marriage of nearer kinship than first cousin.

SECTION 7. TRAVEL POLICY

- A. Purpose – It is the intent of this policy to provide County departments and agencies a comprehensive reference for uniform interpretation of payment or reimbursement of necessary expenses for official County travel.
- B. Employee Responsibility – An employee traveling on official County business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds.

Excess costs, circuitous routes, luxury accommodations, and services unnecessary or unjustified in the performance of official County business are not acceptable under this standard. Employees will be responsible for unauthorized costs and any additional expenses incurred for personal preference or convenience.

Willful violations of this policy will result in disciplinary actions per the County Personnel Ordinance.

C. Definitions –

1. Authorizing Party – Department Heads are authorized by this policy to approve or deny requests for travel, travel advances, travel reimbursements for their staff. The County Manager or his/her designee shall authorize the requests by Department Heads.
2. Employee's Duty Station –The job location at which the employee spends the majority of his or her working hours. For an employee in travel status, the duty station shall be the point where work begins the majority of the time (home or office).
3. Requesting Party – The person who will be advanced funds and/or reimbursed for travel costs incurred while conducting County business.
4. Mileage Reimbursement – If a County vehicle is not available for authorized travel and an employee is required to use their personal vehicle for the travel, reimbursement for mileage shall be the rate/mile established by the Board of Commissioners.
5. Subsistence (Meal & Lodging) – Adequate lodging and meals during travel period. Meals paid for based on a per diem allowances. The Board of Commissioners establishes meal per diem amounts. Payment of or reimbursement for lodging and meals is only applicable for overnight travel and does not apply to day trips (travel beginning and ending within the same day).
6. Transportation – Transportation expenses include taxi, bus, train, airplane, motor pool charges, auto rentals, tolls, and parking fees. All transportation expenses must be incurred by and for employees, board members or other eligible travelers while conducting official County business. Employees are expected to observe and follow all applicable transportation related laws and regulations. Moving violations and parking tickets received during work related travel are the responsibility of the employee in violation and will not be paid for by Watauga County.
7. Travel – Travel is defined as going from normal job location to a non-County location to conduct County business. This does not include daily to and from work miles.
8. Registration Fees – Cost for participation in conferences and or training programs associated with County business. Registration fees should be charged to the “Employee Training” expenditure line. Payment of registration fees requires documentation of expenses.
9. Reimbursements – A Travel Expense Report form shall be submitted for approval and/or payment within ten working days after the travel period ends. “Travel Period” is defined as the day(s), weeks, etc., during which the travel occurred. ~~Reimbursement requests submitted by the 10th of the month will be paid on the 25th of the month. Reimbursement requests submitted by the 25th of the month will be paid on the 10th of the next month. Failure to submit adequate documentation may delay payment.~~ Reimbursement requests submitted by 5:00 p.m. on Friday will be paid on the following Friday, or with the next regularly scheduled accounts payable batch processed. Failure to submit adequate documentation may delay payment.

D. Travel Authorization – Attendance at conventions and conferences that are not training oriented will be limited to two requesting parties in addition to any requesting parties involved in the convention or conference program.

Requests for travel shall be submitted on a Travel Authorization Form and will be considered based upon need and the cost/benefit of the travel as determined by the authorizing party. The travel

authorization form shall be submitted to the authorizing party for their consideration with sufficient documentation to determine the dates and time of travel, the estimated cost, etc. The authorizing party should arrange transportation by County vehicles when possible.

The requesting party is encouraged to use their County purchasing card for lodging and registration fees. When a purchasing card cannot be used for these expenses a travel advance for lodging and registration should be requested. A County purchasing card cannot be used for meal per diems, so a travel advance should be requested for meals and mileage expenses. The requesting party shall travel with other employees and officials of the County and representatives of other government units when possible.

If the requesting party does not arrange for a travel advance or pay in advance with a purchasing card, the requesting party will pay all travel costs. The requesting party will be reimbursed for actual costs incurred, subject to the limitations established in this policy. Reimbursement will be made to requesting party according to the **Reimbursement** policy as stated in **Definitions and General Guidelines**. Airline tickets and registrations may occasionally be paid directly by the County or billed by invoice later.

~~County Purchasing Credit Cards are encouraged to be used for lodging and reservations only.~~

- E. In State Travel – For all in-state travel, the Department Head is responsible for determining if sufficient funds are available in the department’s travel line item to cover all expected travel costs. A travel authorization form will be submitted by the requesting party to the Department Head for authorization of travel at least ten working days prior to the date upon which travel will begin. If a Department Head is the requesting party, the travel authorization form will be submitted to the County Manager or his/her designee.
- F. Out of State Travel – Out of state travel status begins when the employee leaves the state and remains in effect until the employee returns to the State. Out of state travel requests for employees and Department Heads will be reviewed by the County Manager or his/her designee and must be approved by the Board.

The completed travel authorization form shall be submitted to the authorizing party with sufficient documentation (agenda, registration form, etc.). The authorizing authority will forward all information pertaining to the requested travel to the County Manager to be scheduled for consideration by the Board of Commissioners.

- G. Travel Advances – The requesting party ~~is encouraged to~~ may request a travel advance for lodging, meal per diem, registration, etc. (Funds will not be advanced for personal vehicle mileage). If the requesting party does not arrange for a travel advance, reimbursement will be made to the requesting party according to the **Reimbursement** policy as stated in **Definitions and General Guidelines**.

The Finance Office will receive a copy of all approved travel advance requests. The Finance Office is responsible for determining if sufficient funds are available in the appropriate expenditure line to cover the estimated cost of the approved travel requests. The authorizing party shall receive a copy of the travel advance confirming sufficient funds from the Finance Office. Approved travel advance and voucher must be submitted to finance by 5:00 p.m. on Friday to be paid on the following Friday, or with the next regularly scheduled accounts payable batch processed. ~~the 10th of each month to receive payment by the 25th of the same month, or by the 25th of the month to receive payment by the 10th of the following month.~~

Travel advance requests will be submitted to the authorizing party no later than ten working days prior to the date travel will begin. Travel advance requests must include documentation (conference or training agenda with dates and time and indicating any meals or lodging included in registration fees) to support estimated travel cost. Travel advances will not be issued if an individual has not completed a travel expense report for a previous trip.

H. Transportation – **Specific Guidelines Relating to Transportation Costs**

Reimbursement for transportation will be based on the most economical mode of travel.

1. Unit Vehicles – The authorizing party should arrange transportation in a County vehicle when possible. Use of a county vehicle must be approved by the County Manager or his/her designee or the appropriate Department Head no later than ten working days prior to the date of authorized travel. An authorizing official may approve on a shorter notice if the situation dictates. County vehicles shall be used in conducting County business only. A minimal amount of personal use, such as driving the vehicle to and from dinner, may be allowed for out of County travel. The requesting party must obey all laws of the jurisdiction in which the vehicle is being operated. Non-county employees may accompany County employees in a County vehicle if they have a business interest in the travel.
2. Personal Vehicle – An employee will be reimbursed for the use of a personal vehicle based on the rate per mile established by the Board of Commissioners. Requests for mileage reimbursement shall include vehicle odometer readings **or accurate Map Quest driving directions including mileage from duty station to destination. If a personal vehicle is used for travel related to official County business, when a County vehicle is available, the requesting party will only be eligible for one-half of the qualified mileage reimbursement.**
3. Actual Mileage – Reimbursable mileage shall include odometer readings and is measured from the duty station to the destination (and return). An employee may leave from his or her home if reporting to duty station would create extra miles. **Map Quest driving directions including mileage from duty station to destination are also acceptable to be used in the place of odometer readings.**
4. Parking Fees & Tolls– are reimbursable. Receipts are required.
5. Rental Vehicle – A receipt is necessary for reimbursement. Rental vehicles are to be used as a last resort. **Use of a rental vehicle must be approved in advance.**
6. Taxis - other than trips to and from the airport – The actual cost of taxi fares is reimbursable when required for travel on official County business. Receipts are required for reimbursement.
7. Common Carrier – Actual coach fare on a plane, train, or bus- (substantiated by receipt) will be reimbursed. First class travel should be used only in extraordinary circumstances. Penalties and charges resulting from the cancellation of airline reservations (or other travel reservations) shall be the County's obligation if the employee's travel has been approved in advance and the cancellation or change is made at the directions of and for the convenience of the County. If the cancellation is made for the personal benefit of the employee, it shall be the employee's obligation to pay the penalties and charges, except, in the event of accidents, serious illness or death within the employee's immediate family or other critical circumstances beyond the control of the employee.

- 8. Travel to/from airport: at employee’s destination – Reimbursement for travel to and from the airline terminal at the employee’s or board member’s destination may be made as listed below:
 - a. Airport limousine – one round trip limousine fare;
 - b. Bus – one round trip bus fare;
 - c. Taxi – when limousine service is not available, actual fare to and from airline terminal;
 - d. Rental vehicles – may be used as a last resort (receipt required).

Receipts are required.

- I. Subsistence – The following schedule shall be used to determine eligibility for per diem subsistence expenses incurred while traveling on official County business. No receipts are required for per diem allowances. The meal per diem amounts are established by the Board of Commissioners for meal expenses incurred while traveling on County business and based on the State meal per diem rates effective July 1st of the current year, coinciding with start of each fiscal year, and will not change again until the approval of the budget for the following fiscal year. Meals included in registration or conference fees will reduce the per diem allowance accordingly.
- J. Reimbursement – Each employee is responsible for his or her own request for reimbursement. Each meal reimbursement amount must be listed on the reimbursement request. Date and time of departure and arrival must be listed on the travel expense report. Meal per diem allowances will be determined based on beginning and ending time of training, and adequate travel time to and from training site.

Breakfast	Depart prior to 7:00 a.m.
Lunch	Depart prior to 11:00 a.m. (day of departure). Return after 2:00 p.m. (day of return).
Dinner	Return after 7:00 p.m.

- K. Reimbursement for Meals – Required Employee Attendance – A County employee may be reimbursed for meals when the job requires his/her attendance at the meeting of a board, commission, committee or council in his/her official capacity and the meal is preplanned as part of the meeting for the entire board, commission, committee, or council.

A County employee may be reimbursed for meals when the meal is included as an integral part of a meeting. Such meetings should involve the active participation of persons other than the employees of the County; the employee’s attendance is required for the performance of his/her duties, but must not be part of the employee’s normal day-to-day business activities; the meeting must be planned with a formal agenda; and the meeting must provide written notice or an invitation to participants. An employee attending a meeting in the County shall not be reimbursed for a meal if a meal is not included.

Employees claiming reimbursement under this provision are limited to the per diem meal allowances unless attendance is required for County officials and employees. Upon approval of the County Manager the actual cost may be reimbursable.

- L. Lodging –
 - 1. Authorization – Written approval by the Department Head or appropriate authorizing official must be obtained in order to qualify for reimbursement for overnight stays. Supervisory

personnel certifying the reimbursement request as necessary must require documentation from the traveler to substantiate that the overnight lodging was necessary. Single room rates will be reimbursed. County employees are expected to check rates in the area of their travel and make arrangements for the most economical and safe lodging available.

2. Reimbursement – Each employee is responsible for his or her own request for reimbursement. Requests for reimbursement must be filed within 10 working days after the travel period ends for which the reimbursement is being requested. Specific dates of lodging must be listed on the reimbursement request, and substantiated by a detailed receipt. Other entertainment expenses, such as the cost of movies, that are included with the bill for lodging will not be reimbursed.

M. ~~Other Costs – Telephone Calls~~

- ~~1. Local Calls – Overnight Stays – No local calls will be reimbursed unless they are business associated. Business numbers called must be identified on reimbursement or lodging receipt.~~
- ~~2. Long Distance – Employees are allowed to charge one long distance safe arrival phone call (up to \$5) to the County per trip.~~
- ~~3. Reimbursement – Official phone calls are reimbursable under “other expenses.”~~
- ~~4. Collect calls – Collect calls should be avoided if at all possible.~~

- N. Travel Reimbursement from Other Agencies – Some training and/or travel expenses may be reimbursed by other agencies. If the County has advanced or paid any costs associated with this training and/or travel any reimbursement from other agencies must be made payable to Watauga County and forwarded to the Finance Office for deposit to the appropriate travel line item.

Any reimbursements received from an outside agency shall not duplicate any Watauga County travel reimbursement or advance. If duplicate reimbursement occurs then duplicate payment must be made to the Watauga County Finance Department and documented on the travel advance form.

O. Authorization for Reimbursement Procedures –

1. Submitting Travel Expense Reports – Requesting party will complete a reimbursement form, attach required receipts for expenses and submit it to the authorizing party no later than 10 working days after returning from travel. Advances will be deducted from reimbursable costs. Excess travel advances will be repaid to the County no later than ten working days after the completion of the approved travel.

Requesting party submitting a falsified travel expense report may be subject to disciplinary action and criminal prosecution. Violations of the County travel policy may result in disciplinary action per County Personnel Ordinance and/or criminal prosecution.

2. Approval and Processing of Reimbursement Requests – Travel expense reports shall be submitted to the authorizing party for approval. After approval by the authorizing party, the form should be forwarded to the Finance Office. All applicable documentation must be submitted to finance by 5:00 p.m. on Friday to be paid on the following Friday, or with the next regularly scheduled accounts payable batch processed. ~~by the 10th of each month to receive payment by the 25th of the same month, or by the 25th of the month to receive payment by the 10th of the following month.~~

Finance Office staff will determine that the reimbursement form has been properly approved, that it is mathematically correct, and that requested reimbursements agree to submitted receipts and are within the limits set by this policy. If an error in the reimbursement request is found, the requesting party will be informed and the error will be corrected before payment is made.

The Finance Office will determine that sufficient funds are available in the travel expense budget line item to pay the request. The Finance Officer will promptly inform the authorizing party and requesting party if payment cannot be made.

SECTION 8. EMPLOYEE HEALTH AND SAFETY

Watauga County Government considers the safety of its employees a major responsibility. Constant endeavor shall be made to provide safe work habits and conditions for all employees. It is recognized that accident control can only be successful when adequate support comes from top management, adequate coordination and advice comes from staff members, supervisors accept safety responsibilities and when employees participate in the elimination of unnecessary safety hazards. The formulation of a functioning, pro-active safety program is thus necessary to implement this philosophy.

Watauga County government will therefore place safe operations above operational expediency and will comply with the Occupational Safety and Health Act (OSHA) and other applicable state laws.

The keys to our safety program are:

- A. The designation of a Safety ~~Officer~~ ~~director~~ whose duties shall include:
 1. Chair Safety ~~Committee~~ meetings as required.
 2. Review monthly inspection reports of County buildings and work areas for safety hazards. (Inspection done by County Maintenance Department).
 3. Schedule and coordinate necessary employee safety training **in collaboration with Human Resources.**
 4. Assist Department Heads in maintaining and updating safety operational procedures manuals.
 5. Establish an employee safety input and suggestion system to allow all employees access to the safety program.
 6. Attend necessary training to keep abreast of current safety related laws, safety trends and methods, and loss control techniques.
 7. Maintain communication with the County liability insurance carrier(s) to **ensure** that compliance with their standards is adequate **in coordination with the Finance Office staff responsible for processing property and liability insurance claims.**
- B. Department Heads
 1. The Department Heads shall be responsible for carrying out the safety policies in his or her department, making safety an important priority in establishing department goals.

2. Maintain and periodically upgrade their department standard operational procedures manual to insure a safe workplace and update safety policies.
3. ~~Ensure~~ ~~insure~~ that all employees are aware of proper safety procedures and trained in the use of safety equipment associated with a particular task.
4. Instruct new employees in policies for accident prevention and make them aware of and provide access to the Standard Operating Procedures manual for their department.
5. Provide safety equipment and protection for tasks requiring such equipment. Ensure employees are aware of the requirement to utilize such equipment (i.e. gloves, masks, hard hats, safety glasses, safety vests, hearing protection, etc.)
6. Ensure that all injuries and accidents are reported promptly, investigated, and treatment provided when necessary. All accidents and injuries should be reported to the immediate supervisor or Department Head promptly, and information forwarded to Human Resources for proper processing. ~~reported promptly. (Personal~~ (Employee accidents and injuries should be reported on the Workers Compensation Information form and shall be submitted to the Safety Officer ~~Director~~ and Human Resources. Equipment and property damage incidents shall be ~~distributed~~ submitted to the Safety Officer ~~Director~~ and to the County Finance Department.) Incident Reports and Workers Compensation Information forms will be made available to all County Departments through Human Resources or by the Safety Officer.

C. Employee (s)

1. The county employees are expected to place safe work practices and identification of unsafe conditions as the highest priority while performing daily tasks.
2. Use the safety equipment needed for daily work assignments.
3. Do not operate equipment for which training or orientation has not been received.
4. Warn co-workers of unsafe conditions or practices.
5. Report defective equipment or unsafe conditions to a supervisor or Department Head.
6. Report all injuries and accidents regardless of severity.

It is the responsibility of supervisors to enforce safety rules among employees. Supervisory personnel are responsible for instructing employees about any hazards of their assigned job. This includes health risks associated with chemicals that he/she may be exposed to in the workplace.

At all times, employees will be responsible for safe practices while performing all assigned job duties.

SECTION 9. HARASSMENT IN THE WORKPLACE

- A. Purpose – The purpose of this policy is to establish that Watauga County prohibits workplace harassment of County employees and ensures that County Departments are free from workplace harassment. This policy also prohibits retaliation against employees.

- B. Policy – The policy of Watauga County is that no County employee may engage in conduct that falls under the definition of workplace harassment as indicated below. All employees are guaranteed the right to work in an environment free from workplace harassment and retaliation.
- C. Definitions
1. Workplace Harassment is unwelcome or unsolicited speech or conduct based upon age, race, sex (including sexual harassment), religious belief, political affiliation, national origin, or disabling condition that creates a hostile work environment or circumstances involving quid pro quo.
 2. Hostile Work Environment is one that both a reasonable person would find hostile or abusive and one that the particular person who is the object of the harassment perceives to be hostile or abusive. Hostile work environment is determined by looking at all of the circumstances, including the frequency of the alleged harassing conduct, its severity, whether it is physically threatening or humiliating, and whether it unreasonably interferes with an employee’s well-being or work performance.
 3. Quid Pro Quo harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
 4. Retaliation is adverse treatment, which occurs because of opposition to workplace harassment.
- D. Confidentiality – Considering the sensitive nature of harassment complaints, every effort will be made to keep the complaint and the name of the employee confidential and on a need-to-know basis. However, due to the nature of conducting an investigation of a complaint, confidentiality cannot be guaranteed. Reports, including the final report, will be distributed only to persons having a need or right to know. The reports will be maintained in a confidential file.
- E. Reporting Procedures – An employee who believes he or she may have a complaint of workplace harassment may pursue any of the following actions:
1. The employee should tell the person who is offending him/her that the behavior is offensive and should stop. (Because offensive behavior often is not intended as harassment, letting the individual know the behavior is offensive and instructing him/her to stop often resolves the problem.)
 2. The employee should notify the Department Head of the situation. The Department Head will conduct an investigation into the allegation of workplace harassment and advise the employee and appropriate management officials of the outcome of the investigation. If the allegation is against the Department Head the complaint should be filed with the **Deputy** County Manager or **his/her designee**, who will conduct the investigation.
 3. If the allegation of harassment is against the County Manager or an elected official, the complaint should be filed with the County Attorney, who shall personally conduct a confidential investigation into the allegation, or designate a representative to conduct the investigation and advise the employee and Board of County Commissioners on the outcome of the investigation.

The report into an allegation of workplace harassment shall include:

- The specific conduct or complaint
- Who committed the alleged conduct
- When and where the conduct occurred
- Names of witnesses
- Number of alleged occurrences
- Any prior requests to cease conduct

- F. Investigation of Alleged Workplace Harassment – If a confidential investigation is undertaken it shall include, but not necessarily be limited to, interviews with individuals who are believed to have knowledge of the matter including the alleged victim and the alleged harasser.

Employees named in reports and/or complaints will be given sufficient information about the allegation to provide them a reasonable opportunity to respond.

Employees shall cooperate fully in any investigation or may be subject to disciplinary **action** for failure to cooperate.

Upon receipt of a complaint, the County will take all appropriate steps to prevent the alleged conduct from continuing, pending completion of the investigation.

Upon completion of the investigation, the investigating party will issue a report of the investigation and findings, which will include the facts ascertained in the investigation.

- G. Making False Accusations – Equally serious are false accusations of workplace harassment. Unwarranted accusations are demoralizing and slanderous. Such accusations can expose the accuser and Watauga County to litigation and damages. Furthermore, false accusations undermine the purpose of this policy. False accusations will result in disciplinary actions up to and including dismissal.
- H. Disciplinary Action – Disciplinary actions may take any of the forms listed in Article VIII, Section 8, of the Watauga County Personnel Ordinance, from a written warning to dismissal.

SECTION 10. VIOLENCE IN THE WORKPLACE

- A. Purpose –Watauga County is committed to providing a safe work environment. For this reason, the County has adopted a zero-tolerance policy for workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the County of Watauga or which occur on County property will not be tolerated. Violations of this policy will result in disciplinary action up to and including dismissal and may result in criminal charges.
- B. Definitions
1. Workplace Violence includes, but is not limited to, intimidation, threats, physical attack, domestic violence, or property damage and includes acts of violence committed by County employees, clients, customers, relatives, acquaintances or strangers against County employees in the workplace.
 2. Intimidation is engaging in actions that includes but is not limited to stalking or behavior intended to frighten, coerce, or induce duress.

3. Threat is the expression of intent to cause physical or mental harm. An expression constitutes a threat without regard to whether the party communicating the threat has the present ability to carry it out and without regard to whether the expression is contingent, conditional or future.
 4. Physical Attack is unwanted or hostile physical contact such as hitting, fighting, pushing, shoving or throwing objects.
 5. Domestic Violence is the use of abusive or violent behavior, including threats and intimidation, between people who have an ongoing or prior intimate relationship. This could include people who are married, live together or date or who have been married, lived together or dated.
 6. Property Damage is intentional damage to property and includes property owned by the County, employees, visitors or vendors.
- C. Application – Watauga County’s zero tolerance policy for workplace violence applies to all persons involved in the County’s operation. Violations of this policy by any individual on County property, or by any individual action against a County employee when the actions affect the public interest or the County’s business interests will be followed by legal action. Violation by an employee of any provision of this policy will lead to disciplinary action up to and including dismissal.
- D. Prohibited Actions – Specific examples of conduct that may be considered “threats or acts of violence” prohibited under this policy include, but are not limited to, the following:
1. Hitting or shoving an individual.
 2. Threatening to harm an individual or their family, friends, associates, or their property.
 3. The intentional destruction or threat of destruction of property owned, operated or controlled by Watauga County.
 4. Making harassing or threatening statements by telephone, letter or other forms of written or electronic communication.
 5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the County.
 6. Harassing surveillance, also known as “stalking”, the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety.
 7. Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on County property. Employees who are required to possess a weapon as a part of their job duties are exempt from this provision; however, they may not use their weapons in violation of this policy. **Employees who possess concealed carry permits are disallowed from bringing guns into facilities where they are prohibited, such as the Watauga County Courthouse.**
- E. Retaliation – This policy prohibits retaliation against any employee who, in good faith, reports a violation of this policy. Every effort will be made to protect the safety and anonymity of anyone who comes forward with concerns about a threat or act of violence.

- F. Employee Responsibility – Each employee of the County and every person on County property are encouraged to report incidents of threats or acts of physical violence of which they are aware. All reports of violence will be handled in a confidential manner, with information released only on a need-to-know basis. In cases where the reporting individual is not a County employee, the report shall be made to the Sheriff's Office. In cases where the individual is a County employee, the report shall be made to the reporting individual's immediate supervisor, a management level supervisory employee if the immediate supervisor is not available, or to the **Human Resources Director** ~~Personnel Officer~~. Each supervising employee shall promptly refer any such incident to the appropriate management level supervisor, who shall take corrective action in accordance with the County's Personnel Ordinance.
- G. Discipline – A violation of this policy shall be considered unacceptable personal conduct as provided in the Watauga County Personnel Ordinance, Article VIII: Separation, Disciplinary Action and Reinstatement. Acts of violence, as defined herein, will be grounds for disciplinary action, up to and including dismissal. In an effort to comply with this policy, the County reserves the right to search County vehicles, County workspaces and other County property.

SECTION 11. ALCOHOL AND CONTROLLED SUBSTANCE ABUSE-USE POLICY

- A. Purpose – In order to provide the best level of service to our citizens and to provide a safer workplace, Watauga County employees must refrain from the abuse of alcohol, verified controlled substances, prescription and certain over-the-counter medications. Additionally, the Department of Transportation has enacted alcohol and drug testing requirements for all employees who hold a Commercial Drivers License (CDL) and drive a commercial vehicle for the County, called County CDL Drivers. This procedure will explain the process for assuring compliance with these regulations, and the procedures for maintaining a safe work environment free of alcohol and drugs.
- B. Policy – All County employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in a County of Watauga workplace. This policy includes alcohol, controlled substances and prescription medications except for those prescribed medications taken within limits and duration as prescribed by a qualified physician.
- C. Coverage – All County employees, including interns and volunteers, with the exception of personnel of the Watauga County Sheriff's Office, are subject to this policy. Employees of the Watauga County Sheriff's Office shall be covered by the policies and procedures established by the North Carolina Sheriff's Education and Training Standards Commission and the Watauga County Sheriff.

As the Sheriff and the Register of Deeds are elected officials, those individual Department Heads will have discretionary authority on disciplinary actions within their respective departments. The Director of Social Services shall also have discretionary authority on disciplinary actions within the Social Services Department as granted by North Carolina General Statutes. In addition, for those County employees that fall under the North Carolina State Personnel Act as competitive service employees, failing a controlled substance test or refusing a controlled substance test will be considered as personal misconduct within the meaning of the State Personnel Act and may subject the employee to disciplinary procedures outlined within the State Personnel Act.

- D. Definitions
1. Accident – Incident involving a motor vehicle that results in a fatality; bodily injury to self or others resulting in medical treatment from a healthcare professional, or damage to a motor

- vehicle. An employee involved in any accident shall notify their supervisor immediately or as soon as reasonably possible.
2. Alcohol Test – An assessment for the presence of alcohol in the body as determined through the use of a breath alcohol test, evidential breathalyzer test, or blood screening.
 3. Commercial Motor Vehicle – A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - a. has a gross combination of weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 - b. has a gross vehicle weight rating of 26,001 or more pounds; or
 - c. is designed to transport 16 or more passengers, including the driver; or,
 - d. is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Material Transportation Act and requires the motor vehicle to be placarded under the Hazardous Materials Regulations.
 4. Confirmation Test – For alcohol, a confirmation test means a second test, following a screening test with the result of 0.02 or greater that provides quantitative data of alcohol concentration. Confirmation test for controlled substances means a second analytical procedure to identify the presence of a specific controlled substance or metabolite that is independent of the screen test and that uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for the five SAMHSA drugs.
 5. Conviction – A finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
 6. Controlled Substance – A substance as listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812) or Chapter 90, Section 87(5) of the North Carolina General Statutes or a metabolite thereof.
 7. Controlled Substance Test or Screening – An assessment, including providing the necessary sample of body fluid by the employee to be tested, for the presence of any of the following controlled substance or drug metabolites in the urine or blood of an employee:
 - a. Amphetamines
 - b. Barbiturates
 - c. Benzodiazepines
 - d. Cannabinoids
 - e. Cocaine
 - f. Methaqualone
 - g. Opiates
 - h. Phencyclidine
 - i. Propoxyphene
 - j. other drugs that may be determined to reduce work safety or work efficiency.
 8. Employee Assistance Program – A program of counseling services for participants including assessment, evaluation, referral for treatment, and follow-up procedures. Watauga County pays for 6 visits per calendar year.

9. Injury – Incident in which an employee is involved in an accident involving injury to self or others, which meets the criteria listed below. An employee involved in any accident shall notify their supervisor immediately or as soon as reasonably possible.
 - a. The employee sustained a job-related injury that was serious enough to require medical attention by a health care professional and it is apparent that the employee was at fault or contributed to the accident.
 - b. Or, the employee caused or contributed to a job-related injury of another individual, whether fellow employee or citizen, which required medical attention by a health care professional. This could result from a vehicle or other type of accident.
10. Job Applicant – Any person who applies to become a part-time or full-time employee in a position requiring a commercial driver’s license, ~~maintenance, of a commercial vehicle, or the supervising of employees~~ who operate commercial vehicles for Watauga County.
11. Medical Review Officer – A ~~North Carolina~~-licensed physician with specific training in the area of substance abuse. The medical review officer not only has knowledge of substance-abuse disorder, but also has been trained to interpret and evaluate laboratory test results in conjunction with an employee’s medical history. The medical review officer verifies a positive controlled substance test result by reviewing a laboratory report and an employee’s unique medical history to determine whether the result was caused by the use of a prohibited controlled substance or by an employee’s medical condition.
12. Negative Controlled Substance Test – means a test result that does not show the presence of drugs at a level specified to be a positive test.
13. Negative Alcohol Test – means a test that indicates a breath alcohol concentration of less than 0.02.
14. On Call or Standby Duty – When an employee is subject to receiving a call to report immediately to work for the County.
15. On Duty – When an employee is at the workplace, in a County vehicle or otherwise performing duties associated with his or her position with the County.
16. Other Substance – Any substance that has the potential to appreciably impair the mental or physical function of a person.
17. Pass a Controlled Substance Test – The result of the controlled substance test is negative. The test either:
 - a. showed no evidence or insufficient evidence of a prohibited controlled substance or drug metabolite;
 - b. showed evidence of a prohibited controlled substance or drug metabolite, but there was a legitimate medical explanation for the result as determined by a medical review officer.
18. Pass an alcohol test – A negative alcohol test less than .02. The test showed no evidence or insufficient evidence of a prohibited level of alcohol.
19. Positive Controlled Substance Test –A laboratory finding of the presence of a controlled substance or a drug metabolite in the urine or blood of an employee at the levels identified by the Substance Abuse and Mental Health Services Administration (SAMHSA).

20. Positive Alcohol Test – A breathalyzer or blood test which confirms the presence of alcohol at a level of 0.02 or greater.
21. Prescription Controlled Substances – Any employee with prior knowledge that the use of a prescribed medication under the doctor’s direction or over-the-counter medication that could alter the employee’s ability to perform the duties and responsibilities of the position must notify their supervisor. The employee is responsible for ascertaining from a health care professional the effects of any prescribed controlled substance being taken. Failure to obtain such information may result in disciplinary actions.
22. Random Testing – Testing conducted on an employee assigned to a safety-sensitive position that is chosen by a method that provides an equal probability that any employee from a group of employees will be selected.
23. Reasonable Suspicion – A belief, based upon specific objective facts and rational inferences drawn from those facts that an employee has consumed or is under the influence of alcohol or illegal controlled substances. Circumstances that constitute a basis for determining reasonable suspicion may include but are not limited to any of the following:
- a. presence of the physical symptoms of controlled substance or alcohol use (for example, glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes)
 - b. a pattern of unusual or erratic behavior (for example, confusion, disorientation, lack of coordination, marked personality changes, irrational behavior, physical altercation, verbal altercation)
 - c. a pattern of excessive absenteeism, tardiness, or deterioration of work performance
 - d. an accident resulting in damage to property or personal injury
 - e. a pattern of unexplained accidents and/or information based on specific objective facts that an employee has caused or contributed to an accident at work while under the influence of a controlled substance or alcohol
 - f. direct observation of controlled substance or alcohol use
 - g. possession of controlled substances
 - h. verifiable information obtained from other employees based upon their observations
 - i. arrests, citations, and deferred prosecutions associated with controlled substances or alcohol.
 - j. evidence that an employee is involved in the unauthorized possession, sale, solicitation, or transfer of controlled substances or alcohol while working or while on the County’s premises or operating a County vehicle, machinery, or equipment
24. Refuse to Submit – An employee: (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; (3) refuses to sign the breath alcohol confirmation test certification; (4) refuses to sign the ~~Controlled Substance And Alcohol and Controlled Substance Use Policy Screening For Reasonable Suspicion Authorization And~~ Acknowledgment form; or (5) engages in conduct that clearly obstructs the testing process.
25. Safety Sensitive Position – The duties of the position create, or are accompanied by, such a great risk of injury to other persons or to property that even a momentary lapse of attention, judgment, or dexterity could have fateful consequences. Examples of these positions include:

- a. Full- or part-time positions requiring a commercial driver's license (CDL), performing maintenance on a commercial vehicle, and supervisors responsible for controlling the movement of commercial vehicles for Watauga County.
 - b. Full- or part-time positions requiring the handling of hazardous materials, the mishandling of which may place the employee, fellow employees, or the general public at risk of serious injury, or the nature of which could create a security risk in the workplace.
 - c. Other positions as determined on a case-by-case basis.
26. Supervisor – Any employee who has the authority to direct the job activities of one or more employees. With respect to a particular employee, the term means the employee's immediate supervisor, Department Head, the County Manager or his/her designee, or any other person having indirect supervisory authority over the employee.
27. Substance Abuse Professional – A licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of clinical experience in the diagnosis and treatment of both controlled substance- and alcohol-related disorders.
28. Workplace – The location or facility where an employee may be expected to perform any task related to the requirements of his or her job. This includes, but is not necessarily limited to, County buildings and facilities, break rooms and restrooms, outdoor worksites, County or personal vehicles (while the personal vehicle is being used for County business), computer work stations, conference rooms, hallways, private offices, open or partitioned work areas, public contact or customer service areas, and parking lots.
- E. Education – All County employees have the right to know the dangers of controlled substance abuse in the workplace, the County policy about controlled substance abuse and the assistance available to combat controlled substance abuse dangers. To assist the employees, the County offers the following rehabilitative help:
- 1. Limited medical benefits for substance abuse treatment, as defined by the County's current medical insurance carrier, and
 - 2. Employee Assistance Program- Watauga County pays for 6 visits per calendar year. Any other visits mandatory or voluntary will be the responsibility of the employee. **The County Manager may, in the exercise of his/her discretion, approve additional EAP visits for employees, at the expense of Watauga County, in exceptional circumstances related to traumatic events occurring in the regular discharge of duties as a County Employee.**
- F. Reasons for Controlled Substance or Alcohol Tests:
- 1. Mandatory Testing and Random Testing of Employees – The County uses Mandatory Testing and Random Testing only as required by law. All CDL job applicants, as defined in this policy, shall be required to undergo a controlled substance test upon an offer of employment and prior to their final appointment.

To comply with U.S. Department of Transportation requirements, random unannounced tests will be given to a predetermined percentage of County CDL Drivers. These employees are

selected in a statistically sound random selection process from a pool of all eligible County CDL Drivers.

Random alcohol tests shall be given annually to at least 25 percent of the average number of County CDL Drivers.

Random controlled substance testing shall be given to at least 50 percent of the average number of County CDL Driver positions. In the event a driver who is selected for a random test is on vacation or extended leave, the County can either select another County CDL Driver for testing or keep the original selection confidential until the driver returns. A supervisor can tell an employee to go for a random controlled substance test at any time during the workday, as long as the employee can get to the testing site in time for the test to be performed. Once an employee has been told that he/she has been selected for a random test, the employee must immediately report to the testing site. The employee cannot continue to perform a safety sensitive function once notified. The employee can return to work the same day of the random controlled substance test and resume safety sensitive duties.

2. Post-Accident -

Alcohol or controlled substance testing is mandatory for all County employees involved in an accident (motor vehicles/equipment or injury, meeting any of the requirements below) while in the performance of their job duties, even if there is no reasonable suspicion that an employee was under the influence of alcohol or a controlled substance.

An employee involved in any accident shall notify their supervisor immediately or as soon as reasonably possible. An employee involved in an accident in which he or she may be required to undergo alcohol testing, must refrain from drinking alcohol for **8** hours, or until he/she undergoes a Post-Accident test, whichever comes first.

Motor Vehicle – An alcohol or controlled substance test will be given to County employees driving a County vehicle or their own personal vehicle while in the performance of their job duties following an accident if one of the following situations happens;

- a. someone was killed, or
- b. the driver has been cited by the police for a moving violation and either the vehicle was towed or someone received medical treatment away from the scene of the accident, or
- c. it is apparent to the police officer or the supervisor that the employee driving was at fault or contributed to the accident where there is property damage, or someone received medical treatment away from the scene of the accident.

Injury to self or others – If an employee is involved in an accident involving injury to self or others, which meets the criteria listed below, the employee will be required to undergo alcohol and controlled substance testing. An employee involved in any accident shall notify their supervisor immediately or as soon as reasonably possible.

- a. The employee sustained a job-related injury that was serious enough to require medical attention by a health care professional and it is apparent that the employee was at fault or contributed to the accident.

- b. Or, the employee caused or contributed to a job-related injury of another individual, whether fellow employee or citizen, which required medical attention by a health care professional. This could result from a vehicle or other type of accident.
3. Reasonable Suspicion – The County requires testing of any employee upon observable signs sufficient to cause reasonable suspicion that he/she has violated this policy. Supervisors must document reasonable suspicion using the *Observed Behavior - Reasonable Suspicion* form (Appendix B). In accordance with 49 CFR 391.99 (d) the *Observed Behavior - Reasonable Suspicion* form must be prepared and signed by the witnesses within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier. The County Manager or his/her designee shall be notified whenever possible before testing an employee for reasonable suspicion or as soon as possible thereafter.

The decision to test will be based on specific, simultaneous observations by a supervisor concerning the appearance, behavior, speech or body odors of the employee such as directly observing controlled substance or alcohol use and/or the physical signs of being under the influence of a controlled substance (slurred speech, alcohol smell on breath, incoherence, loss of coordination, etc.).

Employees tested on the basis of Reasonable Suspicion will normally be placed on non-disciplinary suspension while awaiting results.

4. Return to Duty Test – If a County employee is allowed to return to duty after having a positive controlled substance or alcohol test, or otherwise engaging in prohibited conduct related to substance abuse, then the employee shall undergo a Return to Duty alcohol or a substance abuse test as appropriate. The result of any alcohol test must be less than 0.02. The result of any controlled substance test must be negative. The employee must be evaluated by ~~the~~ **an approved** Employee Assistance ~~provider counselor~~, cooperatively participate in any program prescribed by the EAP, and be recommended by the EAP to be returned to work. The employee must sign a *Reinstatement Agreement* form (Appendix D).
5. Follow-up Test – Under Department of Transportation regulations, if a County CDL Driver is allowed to return to duty as a commercial driver, following referral, evaluation, and treatment, a minimum of 6 unannounced alcohol and/or controlled substance tests will be required during the next 12 months of employment, as well as continued follow-up testing for up to 60 months. Any employee returning to a non-CDL job assignment is subject to follow-up testing as deemed necessary by the County. Follow-up testing may continue for up to 60 months following return to duty at the County's discretion.
6. Pre-employment – Final candidates for all CDL positions must consent to and participate in controlled substance testing prior to employment. Such tests may include urine and/or breathalyzer analysis. Verified Positive Controlled Substances Test Results that cannot be substantiated by medical evidence of legitimate prescribed controlled substance use will be cause for disqualification. Alcohol testing will also be conducted for all positions which require a CDL if the Department of Transportation requires such testing. The applicant will test at a level below 0.02, or the applicant will be considered unqualified for a County CDL Driver job. Applicants will be advised of any disqualification under this policy. If an employee is initially hired without a CDL controlled substance test, then obtains a CDL learners permit or license, he or she must get a CDL controlled substance test, and must be included in the Random test pool.

7. Other: Admission, Confirmed Report, positive CDL test from other employment, recommendation of health care professional, or other deemed appropriate. – Management has the right to send the employee for alcohol and / or controlled substance testing;
- If an employee admits that he/she has used a controlled substance,
 - If there is a confirmed report of observed use of alcohol or confirmed report of observed use of any controlled substance which may violate this procedure,
 - If employed as a CDL Driver for the County and any other employer, and the employee has a positive controlled substance or alcohol test resulting from a DOT controlled substance testing program from the other employer.
 - Other reasons deemed reasonable and legal by management.

Employees tested as a result of any of the above will normally be placed on non-disciplinary suspension while awaiting results.

No employee shall report to the work place impaired by drugs prescribed by a physician or over-the-counter medications. It is the employee's responsibility to inquire from a health care professional the effects of the particular medication being taken. Failure to notify supervisor and/or testing facility of the use of a prescription-controlled substance will be treated as a positive test result.

G. Procedures for Alcohol and Controlled Substance Testing

- Failure to Conduct Testing – An alcohol or controlled substance test is required for Post-Accident or Reasonable Suspicion. Supervisors are responsible to make all reasonable efforts to assure that the employee undergoes Post-Accident/Injury or Reasonable Suspicion testing. **If not administered within 2 hours of the incident, the supervisor will prepare and maintain on file a record stating the reasons the test was not administered. Supervisors should continue to attempt to get the employee tested. If the alcohol test is not administered within 8 hours, or the controlled substance test is not performed within 32 hours, the County will cease to administer the test, and the supervisor will explain why the test was not administered and send documentation to the Human Resources Personnel-Department. If the supervisor fails to give ample justification as to why the test was not administered, the supervisor will face disciplinary actions.**
- Escorting Employees to Testing Site – Employees selected for random controlled substance testing for CDLs will be notified by the County's testing agency, and will not be escorted by a County employee. In the case of Reasonable Suspicion testing, or if the supervisor believes that the employee is impaired and the employee is scheduled for testing for another reason, the supervisor should arrange for escort and transportation of the employee to the testing facility. A supervisor who suspects that an employee is impaired, will make arrangements to get the employee safely from the testing site back to the work site, home, or to another appropriate location. Do not allow the employee to drive themselves to the test or leave the employee at the testing site.
- Alcohol Testing Procedures –In most cases **only** an **alcohol saliva test** or breath sample will be performed. However, if the situation warrants it, a blood sample might be required. If an employee refuses to undergo the alcohol test, the employee will be subject to disciplinary action up to and including dismissal.

Alcohol testing will be performed in an area, which gives privacy to the employee. A Breath Alcohol Technician (BAT) **will perform the test, or other qualified medical professional will conduct the alcohol saliva test** following procedures accepted under the Department of Transportation.

If the result is less than 0.02, no further testing is authorized, and the results will be sent in a confidential manner to the County and stored by the County in a confidential manner. If a result is 0.02 or greater, a confirmation test must be performed to verify the initial test. If the results differ, the confirmation test results will be considered the valid test. Both the employee and the technician will sign and date the test results.

If the employee does not provide an adequate amount of breath, the County will direct the employee to seek a medical evaluation at the employee's expense as soon as possible from a licensed physician who is acceptable to the County. The physician will state in writing if there is a medical condition, which prevents the employee from providing the necessary breath. If there was a medical reason, the County will reimburse the employee for his or her expenses. If the physician states there are no medical reasons, the employee will be considered to have refused the test, and will be subject to disciplinary actions up to and including dismissal.

4. Controlled Substances Testing Procedures – The County will contract with medical facilities who are certified by the Department of Health and Human Services, and who follow the procedures established by them. The County will contract with health care professionals for collecting specimens and conducting analysis. Chain of custody procedures for sample collection and testing will be used to ensure proper record keeping, handling, labeling and identification of samples. The County will only use a laboratory for analysis, which has received appropriate certification(s). Appropriate measures shall be taken to ensure confidentiality and accuracy of results. In most cases, only a urine sample will be taken. However, if the situation warrants, a blood sample may be required.

The specimen will be split into two bottles, so that the second specimen may be analyzed if a positive result is obtained from the first test. The employee will have 72 hours from being notified of a positive test result to request and pay for the analysis of the second specimen. Refusal to cooperate with the requests of the collection site person will be considered refusal of testing and will result in disciplinary action up to and including dismissal. If the collection site employee believes tampering of the specimen has occurred, the collection site will follow the procedures it has established to deal with this situation.

- a. Status Pending Test Results – Employees tested on the basis of Reasonable Suspicion or tested because of admission or a confirmed report will normally be placed on non-disciplinary suspension while awaiting results.
- b. Medical Review Officer - The laboratory will report positive test results of County CDL drivers and other employees to a Medical Review Officer (MRO). The MRO will contact the employee to give the employee the opportunity to discuss the test result. It is in the best interest of the employee, and is required by the County, to cooperate fully with the MRO by returning phone calls immediately and providing whatever information the MRO requests. If the MRO cannot reach the employee directly, a designated County official will be called and told to contact the employee, who will be ordered to contact the MRO. The MRO may deem it necessary to discuss issues with the employee's private physician or pharmacist to determine if there is a basis for the positive test result.

Under the split sample collection procedures, the County CDL Driver and other employees have 72 hours following notification of a positive result to request the secondary sample be analyzed at his or her expense. If a split sample was not taken, or was not adequate quality, the original test would be voided and the driver would not be subject to a retest.

After the Medical Review Officer makes a determination the County will receive a report in a confidential manner.

H. Consequences of positive tests, insubordination, and challenging results:

1. Consequences –

- a. Positive controlled substance or alcohol test greater than 0.02 - Any employee with a verified positive controlled substance test result and/or alcohol breath test with a confirmed result of 0.02 or greater or any employee found possessing or using controlled substances or alcohol at the workplace shall be subject to one or more of the following:

- will be directed to seek assistance from the Employee Assistance Program (EAP). The employee will be placed on Leave Without Pay from the day following notification from the MRO telling management of the verified positive controlled substance test until the day of the first EAP appointment. If the employee has accrued leave, the employee will be allowed to use leave from the day of the first EAP appointment until the employee is released to return to work. The employee must sign the Authorization to Release Confidential Information form between the County and the EAP provider (Appendix C), or
- will not be allowed to drive a County vehicle for one year, or
- will be subject to disciplinary action up to and including dismissal at management's discretion.

An employee permitted to continue employment after a positive controlled substance or alcohol test or after voluntarily identifying himself/herself as a controlled substance user will be required to cooperate fully with the provisions of a recommended rehabilitation program as prescribed by the Employee Assistance Program or comply with any long-term treatment programs which are recommended. Participation in the Employee Assistance Program is mandatory. Disciplinary action is not automatically suspended by an employee's participating in the Employee Assistance Program and may be taken against employees for performance issues or conduct violations. Those employees participating in the Employee Assistance Program will be subject, during participation, to unannounced and random controlled substance tests in accordance with the aforementioned testing procedures. Upon a positive controlled substance test result, the employee will be subject to dismissal. Those employees participating in the Employee Assistance Program who satisfactorily complete the program prescribed will be subject to unannounced and random controlled substance tests for a period of two years after completion of the said program. Satisfactory completion will be determined by the County Manager or his/her designee with the guidance of the staff of the Employee Assistance Program. Failure to enter or complete the prescribed program shall be considered by the County as voluntary termination of employment initiated by the employee.

The County will pay for the first six (6) visits of an employee to the Employee Assistance Program during a calendar year. All other visits, voluntary or mandatory, will be the responsibility of the employee.

An employee permitted to continue employment after a positive controlled substance or alcohol test must have a negative controlled substance or alcohol test before being reinstated to any position in the County.

- b. If an employee driving a County vehicle is involved in a fatal accident, and tests positive in a verified controlled substance or alcohol test, then the driver will be dismissed.

2. Insubordination: Refusing to Undergo Testing, Refusing to Cooperate, or Tampering

An employee who tells a supervisor that he or she refuses to be tested or refuses to sign the appropriate paperwork will be advised that such behavior is considered insubordination and that continued refusal will result in discipline up to and including dismissal. In cases not involving a fatal accident, if the employee refuses to cooperate after being told of the consequences, the supervisor must document the refusal. An employee is required to submit to an alcohol test immediately, but no later than 8 hours in a post-accident situation.

If the employee was involved in a fatal accident and refuses to take the test, then he or she will be dismissed.

Failure to provide a specimen or second specimen if there is a question about the first, failure to cooperate with the collection site personnel, or tampering with test procedures or results will lead to disciplinary action up to including dismissal.

3. Challenging Results

An employee or applicant has 72 hours from being notified of a verified positive controlled substances test result to request that the split specimen be tested, at the employee's or job applicant's expense.

The employee may appeal pursuant to the Grievance Procedure as outlined in the County Personnel Ordinance.

Temporary and non-regular employees who test positive may be released without recourse or appeal.

4. Consequences to Job Applicants

A job applicant will not be considered for employment with the County for at least one year in any of the following scenarios;

- a. A job applicant has a verified positive controlled substances test result, or
- b. If there is a change to federal or state law in the future requiring applicant alcohol tests, if the applicant has an alcohol breath test with a confirmed result of 0.02 or greater, or
- c. The job applicant admits drug or alcohol use that violates this policy.

Any job applicant, who applies for another position with the County after one year but within two years, must provide a letter from a substance abuse professional stating that the individual has successfully completed a rehabilitation program and that the individual is able to return to the workforce. This letter should be marked confidential and directed to the Personnel Department.

Job applicants who refuse a test will no longer be considered for any position.

I. Confidentiality of Records

The ~~Human Resources Personnel~~ Department shall maintain the confidentiality of test results, EAP referrals and employment status. Access to these records by ~~Human Resources Personnel~~ Department employees shall be controlled and limited to employees designated by the Human Resources Director. The reports or test results may be disclosed to management on a strictly need-to-know basis and to the tested employee upon written request. Information will be released only as required by law or as expressly authorized. Disclosures may also occur when:

- a. The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.
- b. The information is compelled by law or by judicial or administrative process.
- c. The County must allow any DOT authorized agency access to facilities and records in connection with the County's alcohol and controlled substance abuse policy.
- d. When requested, the County will disclose post-accident testing information to the National Transportation Safety Board as part of an accident investigation.
- e. The County will make records available to a subsequent employer upon receipt of a written request from the employee.
- f. The County may disclose information to the employee or to the decision-maker in a lawsuit, grievance or other proceedings initiated by or on behalf of the individual. This may include worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.
- g. With employee consent, if the information is to be used in administering an employee benefit plan.

J. Notification of Charges

An employee charged with an alcohol or controlled substance related criminal offense shall notify the Department Head no later than five (5) days after such charge or conviction. Failure to notify one's Department Head shall be grounds for dismissal.

SECTION 12. EMPLOYEE ASSISTANCE PROGRAM

- A. Purpose – To provide confidential counseling for classified employees and their dependents in overcoming such persistent problems that may tend to jeopardize their health and continued employment.
- B. Policy – It is the policy of Watauga County to assist, in a confidential manner, employees who may be having personal problems which may be affecting work performance or causing excessive absenteeism. These problems may be a result of stress, substance abuse, emotional or financial problems, family matters, or other concerns. This policy recognizes that these conditions are hopefully of a temporary nature and the County encourages employees to seek professional assistance.

This service will be available to all regular County employees and their spouse or ~~minor~~ children. Each regular employee or family member is eligible for a combined total of six (6) free visits annually. Any additional visits shall be the financial responsibility of the employee.

Eligible County employees may utilize this service at their own initiative without their supervisor's permission. Time off from work must be approved through the normal procedures.

- C. Supervisor Responsibility – It is the responsibility of the immediate supervisor to identify and document poor job performance, attendance or behavioral problems, whether they are continuous or intermittent. The supervisor is not responsible for diagnosing the cause for such problems but will advise the employee of the employee assistance program when it is apparent that normal supervision has not resolved the performance, attendance or behavioral problem.
1. When an employee's performance, attendance or behavior is unsatisfactory, it will be called to their attention by their supervisor.
 2. If performance, attendance or behavioral problems continue, the supervisor will discuss the problem privately with the employee.
 3. When a problem is identified, the supervisor will not delve into the employee's personal life to try to find causes. If it appears that the employee cannot or will not improve their performance, attendance or behavior, the employee will be advised of the employee assistance program.
 4. If the employee accepts the offer of help and their job performance, attendance or behavioral problems improve to a satisfactory level, no further action will be taken.
 5. Whether the employee refuses or accepts the offer of help, **if and** job performance, ~~if~~ attendance or behavioral problems continue, the regular discipline procedures of Watauga County will apply.
- D. Program Administrator Responsibility – The County Manger or his designee is the Program Administrator who will be responsible for the program and in working with the professional provider(s).
- E. Confidentiality, Documentation, and Records – The provider used by the County for diagnosing and counseling employees in need of assistance shall maintain only such records as are necessary and shall not release them without written authorization of the employee. Such records will be handled in the same confidential manner as other medical and hospital records. **Documentation of an employee's use of EAP visits is required by the County for billing purposes only.**

SECTION 13. COMPUTER USE POLICY

- A. Purpose – Watauga County's computers, computer systems, and computer networks, as well as, the data they store and process, must be operated and maintained in a secure, responsible manner. It is critical that these systems and machines be protected from misuse and unauthorized access.
- B. Policy – **This policy applies to all County-owned or leased computers and peripherals, hardware, software, and the network (Internet and Intranet) as well as anything connected to County systems or networks.**

Employee owned **devices** ~~personal-computing-systems~~ shall not be connected to the County's network without prior approval from the Information Technologies Department. If this connection is

approved, the use of these systems shall be subject to these standards and guidelines as set forth herein.

All communications and information transmitted by, received from, or stored in County systems are considered data and the property of the County. Employees have no right of personal privacy or any expectation of privacy in the content of this data. Use of County IT resources constitutes consent to the monitoring of the use of these systems. Systems and data may not be continuously monitored, but not monitoring a system or data does not constitute a waiver of the right to monitor.

In addition to this policy, users are subject to applicable state and federal laws. Improper use or misuse of County computer systems on a person's work time or after hours is a violation of County personnel policies and may lead to disciplinary action including suspension, demotion or dismissal.

This policy is not intended to supersede any existing laws or policies regarding records that are confidential, including, but not limited to, juvenile records in the Sheriff's Office, certain information contained in personnel files, client files in Project on Aging, Social Services records, and Veteran's Service Office client records. Also, this policy does not address public access issues. It is intended for internal use only.

C. Security – Security refers to the protection of all computer equipment resources from any kind of damage and the protection of data from unauthorized access, distribution, modification or destruction. ~~The following procedures will, if used properly, prevent any of the above mentioned occurrences from happening:~~

1. Users must be authorized access to the County's computer systems by the Information Technologies Department (IT) ~~and/or Network Administrators (where applicable)~~ after the appropriate Department Head has requested the same in writing. ~~No County systems may be accessed before the user is authorized.~~ The written request must include the ~~systems accounts~~ to be accessed by the user. ~~Only the authorized accounts for those systems may be used~~ Users may only access systems they have been authorized to access and only for authorized purposes.
2. Users are responsible for safeguarding their own computer access, which includes ~~not sharing or allowing anyone else knowledge of their~~ passwords and ~~shutting down, logging off, or locking their computer~~ when it is not in use.
3. Users SHALL NOT let another person use their access ~~or use someone else's access~~ unless IT ~~or Network Administrator (where applicable)~~ approves the use and purpose. Users are directly accountable for all activity connected to their user ID.
4. Passwords ~~will be changed every three (3) months and~~ SHALL NOT be divulged to any other person. Passwords should be memorized and not written down unless kept in a secure place. ~~Passwords should be changed when prompted by the system, the IT Department, or when it is suspected that the password has been compromised.~~ Passwords used for access to County systems should not be reused anywhere else (i.e., to log into an external website).
5. ~~Users should log off the system if they must leave the immediate area of their workstation for an extended period of time. (i.e., lunch hours).~~
6. If a user is dismissed for any reason ~~or is on extended leave~~, IT ~~or Network Administrator (where applicable)~~ must be notified immediately by the Department Head so that dismissed user account can be ~~disabled or~~ removed from the system.

7. Users SHALL NOT attempt to bypass security mechanisms.
8. Users SHALL NOT engage in abuse or misuse of the County's computing systems as previously defined.
9. Users SHALL NOT violate any rules in other portions of the County Personnel Ordinance, local, state, or federal laws via County computing systems or communications.
10. Users shall ~~disclose to their Department Head, who shall then~~ notify IT of any suspected or confirmed unauthorized use or misuse of computing systems and also any potential security loopholes **immediately**.

- D. Acceptable Use – At all times when an employee is using Watauga County technology resources, ~~they are he or she is~~ representing the County. ~~Use the same good judgment in all resource use that you would use in written correspondence or in determining appropriate conduct.~~

While in the performance of work-related functions, while on the job, or while using publicly owned or publicly provided technology resources, Watauga County employees are expected to use them responsibly and professionally. They shall make no intentional use of these resources in an illegal, malicious, inappropriate or obscene manner.

The County understands that a minimal amount of personal use of County computers and data communications may occur. Personal use of those resources must ~~ensure insure~~ that the County incurs no cost for the use (County-time or additional charges) ~~and that this use in no way interferes with the normal operation of the County network and systems (i.e., using too much bandwidth)~~. The Department Head may limit or curtail personal use, as the Department Head deems reasonably necessary, on a case-by-case basis.

Users are required:

1. To respect the privacy of other users; for example, users shall not intentionally seek information on, obtain copies of, or modify files, data, or passwords belonging to other users, unless explicit permission to do so has been obtained. ~~It shall be understood that this rule does not apply to Supervisory personnel, who shall be given have rights to access to any files generated created by staff users in their respective departments upon request to IT. All files are County property.~~
2. ~~To not make or use illegal copies of copyrighted material, store such material on County equipment, or transmit such material over the network. respect the legal protection provided to programs and data by copyright and license. The County owns licenses to a number of proprietary programs that allow the County to use the software but severely restricts anything other than the use of the software on a single computer or network. Any redistribution of software from the computing systems breaches agreements with our software suppliers, as well as applicable federal copyright, patent and trade secret laws. U.S. Copyright Law provides for civil damages of \$50,000 or more and criminal penalties including fines and imprisonment in cases involving the illegal reproduction of software. Therefore, no copying, downloading, or distributing of any copyrighted materials, including but not limited to messages, e-mail, text files, program files, image files, database files, sound files and music files is allowed without prior authorization by IT.~~

In addition, software of any kind shall not be installed onto any Watauga County computer system without prior approval of the IT Department, ~~and any unapproved software may not be~~

run on any County computer system. ~~This includes shareware, freeware, personal software, or Internet distributed software.~~

3. To protect data from unauthorized use or disclosure as required by state and federal laws and agency regulations (i.e., confidential information).
4. To respect the integrity of County computing systems: ~~for example, users shall not use or develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system, or~~ and to not otherwise interfere with ~~data, hardware, or system~~ the operation of County systems.
5. To not store an excessive amount of personal data on the County systems.

E. Unacceptable Use – Uses that do not conform to the purpose, goals, and mission of the County and to each user’s authorized job duties and responsibilities.

Examples of unacceptable activities include but are not limited to:

1. Private or personal, for-profit activities (e.g., consulting for pay, sale of goods ~~such as Avon and Amway products~~, etc.);
2. Use for any illegal purpose, including communications that violate any laws or regulations;
3. Transmitting or soliciting threatening, obscene or harassing ~~or politically natured~~ messages or images;
4. Viewing pornographic or sexually oriented material, except as deemed necessary to conduct criminal investigations or child-welfare investigations (as approved by supervisor);
5. Intentionally seeking information about, obtaining copies of, or modifying of files or other data, ~~or passwords~~ belonging to other users, unless explicit permission to do so has been obtained from IT;
6. Interfering with or disrupting users, services or equipment. Such disruptions would include, but are not limited to: 1) distribution of unsolicited advertising or messages, 2) propagation of computer worms or viruses, and 3) attempting to gain unauthorized entry to another computer or computer system whether owned by the County or ~~another entity or individual~~ outside of the County;
7. Removing any computer equipment (hardware, software, data, etc.) without ~~supervisor’s authorization and~~ IT authorization notification;
8. Allowing non-county employees, including an employee’s family or friends, to use the County’s technology resources.

F. Electronic Mail ~~— Electronic mail is intended for County business only. All e-mail messages are the property of the County and subject to public inspection. The County Manager or his/her designee, IT staff and supervisory personnel have the right to review the contents of employees’ e-mail communications.~~

~~When sending or forwarding e-mail, all employees shall identify themselves clearly and accurately including full name, organization, department and full e-mail address.~~

~~Unacceptable uses of e-mail include, but are not limited to:~~

- ~~1. Sending chain letters.~~
- ~~2. Sending copies of documents in violation of copyright laws.~~
- ~~3. Compromising the integrity of the County and its business in any way.~~
- ~~4. Sending messages containing offensive, abusive, threatening, obscene, harassing, or other language inappropriate for the organization.~~
- ~~5. Sending messages that violate the County's sexual harassment policy.~~
- ~~6. Willful propagation of computer viruses.~~

- G. ~~Virus Protection—Every computer user is to remain vigilant and alert to the possible transmittal and infection of a computer virus. Most e-mail viruses are transmitted through attachments. Never open attachments that contain the following extensions: .exe, .vbs, .com, .bmt, .hta, .shs, .vbe, and .cmd. Upon detecting any virus, or suspected virus, users are to cease activity immediately and report it to IT or Network Administrator (where applicable).~~

~~Appropriate anti-viral software will be installed by IT on every PC or workstation. Updates to the antivirus software will be performed by the IT Department at regular intervals from a central server located in the IT Department.~~

- F. ~~Internet Use – A County Internet access account is a resource granted to employees upon Department Head approval to increase productivity and provide opportunities for professional growth.~~

~~The County has software and systems in place to block access to offensive and/or inappropriate websites. This software/system can also monitor and record all usage.~~

~~All Internet users are expected to comply with Section III (Acceptable Uses) of this Computer & Data Communications Use Policy. Improper use could result in the cancellation of a user's computer Internet account and will result in disciplinary action.~~

~~The Internet provides easy access to software distributed by companies on a trial basis. The free access does not necessarily indicate that the software is free or that it may be distributed freely. Users are expected to comply with the copyright policy as previously stated in Section III (Acceptable Uses).~~

- H. ~~Social Media – Forms of electronic communication (such as websites for social networking, including Facebook, Instagram, etc.) through which users create online networks and communities to share information, ideas, personal messages, and other content including text and visuals.~~

~~Employees of Watauga County are required to notify and obtain prior approval from their Department Head and the IT Department before creating any social media account to be used for business-related purposes. All work-related social media accounts must be set-up using County~~

email addresses and phone numbers, not using personal contact information, as Watauga County will serve as the “owner” of the account. All County social media accounts must be connected, through the IT Department, to the required service that stores and archives all posts and conversations for public records/retention.

Employee use of social media should follow the below guidelines:

- Use of personal social media accounts should be limited during working hours and should not create a hindrance of job performance.
- When registering online accounts for personal use employees should not use their company email address, and use of social media on company equipment is discouraged unless it is work-related.
- Employees of Watauga County should use decorum in personal or work-related social media posts and refrain from statements of visuals that would discredit the County.
- Employees are prohibited from posting any County related confidential or protected information.
- All work-related social media accounts should be used in compliance with all social media policies and operating procedures of Watauga County and/or the individual County Department.

H. Purchasing – The purchase of computer hardware, peripherals, software – including web-based software, and other IT related software, services, and equipment must be made through the Information Technologies Department or with IT authorization.

I. Records Retention – Employees of Watauga County are required by law to follow State records retention requirements. Examples include but are not limited to; paper records, files and emails stored on an employees’ computer; and the County network, voicemail, text messages, and social media.

Each employee and department are the custodian of their own records and they are responsible for following the adopted retention schedule in place for their department.

With regard to records retention and inspection, employees shall not use their personal email for County business without IT authorization. A County email account will be provided instead, as necessary to appropriate County Employees.

J. Compliance – The IT Director and ~~County Administration Department Head~~ will review reported and perceived violations of this policy and may impose restrictions, suspend or terminate computer access, or remove computer equipment during or as a result of an investigation. Other appropriate action in response to abuse or misuse of computer resources may include, but not be limited to:

1. Reimbursement to the County for resources consumed;
2. Other legal action, including action to recover damages;
3. Disciplinary action, including suspension, demotion, or dismissal pursuant to Watauga County’s Personnel Ordinance.

Department Heads will be responsible for the enforcement of the County’s Computer and Data Communications Policy.

SECTION 13. CELLPHONE AND PAGER POLICY

- A. Policy – Watauga County provides cellular telephones ~~or monetary cell phone allowances as necessary for employees in specified positions to ensure their continuous accessibility, and pagers~~ to improve customer service and enhance business.
- B. Acquisition and Use of Cellular Telephones ~~and Pagers~~ – The acquisition and use of cellular telephones ~~and pagers~~ by Watauga County employees or the payment of a cellular telephone allowance will be based on a rigorous analysis and justification, **considering** cost, efficiency, and enhanced job performance. The use of County cellular telephones ~~and pagers~~ is subject to all rules and regulations contained in this ordinance regarding the use of County property. **County issued** cellular telephones ~~and pagers~~ shall be used for official County business only; they are not to be used for personal use except in true emergency circumstances. If it is absolutely necessary to use a **County issued** cellular telephone for personal calls, the employee shall **notify their supervisor ~~log the call~~** and, if any additional charges above the County’s basic rate plan are incurred due to personal calls these charges are the responsibility of the employee and shall be reimbursed to the County within 10 business days after the cellular telephone bill due date.
- D. Cellular Telephone Safety – **Employees should not use their cellular telephone while driving, operating equipment, or any other job-related tasks in which a distraction of cellular phone usage may create a safety risk, with exceptions for emergency personnel.** Plan your calls before you begin your trip, and make calls when your vehicle is parked. **For County issued cellular phones, employees should** carefully read your instruction manual and be familiar with your phone’s features. Place your wireless phone in your vehicle where you can reach it without removing your eyes from the road. Avoid conversations during hazardous driving conditions or situations. Heavy traffic can be as hazardous as rain, sleet, snow and ice. Do not take notes or look up phone numbers while driving. As a driver, your first responsibility is to pay attention to the road. Dial 911 in case of fire, traffic accident, road hazard, or medical emergencies. If you see an auto accident, crime in progress or other serious emergency where lives are in danger call 911 and give the exact location and your wireless number.

SECTION 14. TOBACCO USE POLICY

In order to maintain a comfortable, safe and healthy working environment, use of all tobacco products is prohibited in County buildings and vehicles.

WATAUGA COUNTY TOBACCO USE POLICY

- A. Purpose – Watauga County is committed to protecting the public health and providing a safe work environment for employees, volunteers, contractual persons, and the public by prohibiting the use of tobacco products in any building or structure owned or leased by the County. In support of this commitment, the use of tobacco products will be prohibited in all County-owned or leased buildings, grounds, parking areas, walkways and vehicles.
- B. Policy – The use of tobacco products is prohibited in all County-owned or leased buildings, grounds, parking areas, walkways and vehicles. The term tobacco products include, but is

not limited to cigarettes, cigars, chewing tobacco, snuff and pipe smoking. Time will not be made available to allow employees to leave the workplace in order to use tobacco products.

THIS POLICY HAS BEEN IN IS-TO-BE EFFECT SINCE JANUARY 1, 2007.

- C. Applicability – All employees, volunteers, contractual persons, and the public.
- ~~D.~~ Employee's Responsibility – Comply with the tobacco use policy. ~~Request reimbursement of fees for tobacco cessation programs and aids through 1/01/2007.~~
- E. Supervisor's Responsibility – Ensure the tobacco use policy is enforced. Answer employee questions related to the tobacco use policy. ~~and the tobacco cessation programs/options.~~
- F. Human Resources' Responsibility – Answer questions from supervisors and employees on the tobacco use policy and tobacco cessation programs/options ~~that may be available through the County Health Insurance Plan.~~
- ~~G.~~ Tobacco Cessation Programs – Employees who use tobacco products are eligible for participation in tobacco cessation programs sponsored by the County and CIGNA Health Plan. The County will reimburse expenses up to a maximum of \$200 per employee for approved tobacco cessation programs/options. Employees will only be eligible for reimbursement until January 1, 2007. After January 1, 2007, employees will be responsible for all expenses.
- H. Disciplinary Action – Disciplinary actions may ~~be taken any of the forms listed in~~ **in accordance with** Article VIII, Section 8, of the Watauga County Personnel Ordinance, ~~from a resulting in a written warning to~~ **or additional disciplinary action up to and including** dismissal.

ARTICLE VI. USE OF COUNTY PROPERTY AND TIME

SECTION 1. POLICY

County time and County property - land, equipment, vehicles, buildings, supplies, etc. shall be used solely for County business purposes. Personal use of County property and time is prohibited.

Equipment, tools, materials and supplies that belong to the County shall not be removed from County property without the approval of an employee's supervisor.

SECTION 2. VEHICLES

Use of County vehicles shall be governed by the following:

- A. County vehicles, equipment and apparatus are to be used only by County employees or agents of the County, for County business, except that vehicles may be taken home when doing so serves the best interest of the County. While performing County business a County vehicle may be driven to and from lunch. All other personal use is prohibited
- B. The County Manager or his/her designee shall determine, upon the recommendation of the Department Head, whether circumstances warrant a vehicle being driven home by a County employee on a routine basis. Unless an emergency exists, employees are prohibited from stopping en-route between work site and home for personal reasons. Proper care and maintenance of the vehicle is the responsibility of the employee/Department Head. Employees shall keep vehicles clean inside and out.
- C. All use of tobacco products is prohibited in County vehicles.
- D. Employees who are assigned a County vehicle, either temporarily or permanently, are to operate that vehicle in a responsible manner and obey all State and Federal laws. Seat belt use for ~~front seat the~~ driver and all passengers are mandatory. Any accident involving a County vehicle shall be reported immediately in accordance with established procedures and North Carolina State laws.
- E. Unauthorized passengers, such as hitchhikers, family, friends or other parties, not directly related to County business, are not allowed in or to operate County vehicles.

Violation of this policy may result in disciplinary action set forth in the Watauga County Personnel Ordinance, Article VIII Separation, Disciplinary Action and Reinstatement. (See G.S. 14-247 making private use of public owned vehicle a misdemeanor. Also, refer to County Resolution Book 4, Page 43 dated April 22, 1986 - Resolution Regarding Employee Use of Vehicles Owned by the County of Watauga, North Carolina).

ARTICLE VII. TYPES OF LEAVE

SECTION 1. PAID HOLIDAYS OBSERVED

The following holidays, and other such days as the Board of Commissioners may designate, shall be observed as holidays for employees.

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving and the Day After
Christmas

~~When New Year's Day, Independence Day or Veteran's Day falls on a Saturday or Sunday, the~~ The County will ~~adopt and~~ observe the same holiday ~~schedule~~ as designated by the State of North Carolina for each calendar year.

When Christmas Day Falls On:	The County Observes:
Sunday _____	Friday & Monday
Monday	Monday & Tuesday
Tuesday	Monday, Tuesday & Wednesday
Wednesday	Tuesday, Wednesday & Thursday
Thursday	Wednesday, Thursday & Friday
Friday _____	Thursday & Friday
Saturday	Friday & Monday

All regular employees are entitled to holiday leave, **not to exceed eight (8) hours per day**, providing the employee is on pay status either the work day before or the work day after the holiday period. Regular part-time employees shall be compensated on the basis of their average workweek. When the regular employee works more than 30 hours, full holiday benefits are due. When the regular employee works 20-30 hours, 1/2 the regular holiday benefits are due. Temporary and non-regular employees are not eligible for holiday benefits.

SECTION 2. EFFECT OF HOLIDAYS ON OTHER TYPES OF PAID LEAVE

Regular holidays that occur during a vacation, sick or other paid leave period of any County employee shall not be charged as vacation, sick or other paid leave.

SECTION 3. HOLIDAYS - WHEN WORK IS REQUIRED

Non-exempt employees, **including, sworn law enforcement officers, detention officers, Communications, Fire Marshal staff, Parks and Recreation and Sanitation personnel**, whose work schedule requires them to work on a County Observed Holiday shall be compensated holiday pay for hours actually worked on a County Observed Holiday. Holiday benefits shall not exceed eight (8) hours per observed day. Sworn law

enforcement officers, detention officers, Communications, and Parks and Recreation personnel not required to work on a County Observed Holiday shall receive up to eight (8) hours of holiday leave to take within four (4) months of accrual. Any holiday leave not taken within the four (4) month period will be lost. Upon termination of employment, an employee shall not be compensated for any banked holiday time.

Non-exempt employees, including, Animal Care and Control, Department of Social Services (Social Workers I, II and III) and Maintenance personnel whose position classification requires them to respond to a "callback" on a County Observed Holiday shall be compensated for the actual hours worked, up to a maximum of 40 hours per week. Time worked in excess of the regular 40-hour week will be given in the form of compensatory time off at a rate of one and one-half hours. Holiday benefits, not to exceed eight (8) hours per observed day, will be given in the form of compensatory time off at an hour for hour rate. Compensatory time off will only be given at a rate of one and one-half hours for actual hours worked in excess of the regular 40-hour workweek, not including the eight (8) hours per day given for each observed holiday.

SECTION 4. LEAVE POLICY - ADVERSE WEATHER CONDITIONS

An employee, who cannot travel to work, comes to work late, or leaves early due to adverse weather conditions shall apply the absence against comp time or vacation leave prior to leave-without-pay. The employee's supervisor must approve this leave. The employee shall use their discretion to determine if it is safe to travel to and from work.

If County offices open late, close early, or close for the entire date due to adverse weather conditions, per the County Manager or his/her designee, the hours closed will be considered "adverse weather" leave. ~~A maximum of 16 cumulative hours of adverse weather leave per calendar year will be granted. Any weather related leave time, not classified as "adverse weather" leave time in excess of sixteen (16) hours will be charged to the employee's accrued comp or vacation leave balance.~~ If an employee does not have any accrued leave, the time will be charged as leave without pay. If an employee does not come to work at all on a day that County offices open late or close early, all eight (8) hours must be applied to comp time or vacation leave prior to leave-without-pay, regardless of how many hours the County offices were closed. If an employee is unable to work due to sickness, all eight (8) hours will be applied to sick leave. A doctor's excuse may be requested for sick leave taken during inclement weather. If an employee is on vacation during inclement weather, all eight (8) hours will be applied to vacation leave. "Adverse weather" leave is only granted to those employees who work for the majority of the day. If none of the staff in a given office can get to work because of the weather, notice must be given to the County Manager's Office in advance.

If County offices are opening late and an employee is at work before the scheduled opening, no time is gained (comp or overtime) for that employee. The same applies if an employee stays past an early office closing, i.e. no employee will be paid for more than eight (8) hours per day or forty (40) hours per week due to ~~inclement~~ adverse weather leave.

The Adverse Weather Condition Leave Policy does not apply to the Sheriff's Office, Maintenance, Emergency Services Management or Sanitation Departments' staff or other positions that may be deemed appropriate by the County Manager or his/her designee, with the exception of Administrative positions in the identified County Departments whose functions are non-essential to the continued operation and uninterrupted service provided during adverse weather events.

SECTION 5. VACATION LEAVE

It shall be the policy of Watauga County to grant vacation leave for its employees as a reward for past service. Employees may take vacation leave only as it accumulates and at a time approved by the appropriate supervisor. An employee shall make a request two (2) weeks prior to the leave date for vacation leave exceeding two (2) days. A request one-half day prior to the leave date shall be made for vacation leave for two (2) days or less.

Employees may wish to be away from work on certain days for religious observances. Department Heads shall attempt to arrange the work schedule so that an employee can be granted vacation leave when it is requested because the day is a major religious observance for that employee. Vacation leave shall be denied only when it would create an undue hardship for the County, which cannot be prevented in any other manner.

~~Regular part-time employees whose average workweek is more than thirty (30) hours will earn full vacation leave.~~ Regular part-time employees whose average workweek is twenty (20) to thirty (30) hours shall earn vacation leave at one-half the standard rate. Vacation leave shall accrue on the basis of completed work-pay periods. Time worked for partial periods at the beginning or ending of employment shall not count toward vacation accrual. Employees on vacation leave when a holiday occurs shall not be charged with vacation leave for said holiday.

An employee who requests and is granted leave without pay status shall become ineligible to accrue vacation leave beginning the first pay period in which they are paid less than 75% of their regular work schedule.

SECTION 6. PROBATIONARY EMPLOYEES VACATION LEAVE

Employees serving a probationary period following initial appointment will earn vacation leave but **may** not be permitted to take vacation leave during the probationary period unless the denial of such leave creates unusual hardship. ~~A limited amount of vacation leave will be granted during an employee's probationary period to avoid leave without pay, until an adequate amount of paid leave time can be accrued.~~ Any vacation leave granted during this period shall have prior written approval of the Department Head and County Manager or his/her designee.

SECTION 7. MANNER OF VACATION LEAVE ACCUMULATION

A full-time, classified employee who is in pay status earns vacation leave at the following rate:

Vacation Leave Earned	Accrual Rate Per Pay Period	Length of Service
12 days a year	3.69	Less than 5 years
15 days a year	4.62	5 but less than 10 years
18 days a year	5.54	10 but less than 15 years
21 days a year	6.46	15 but less than 20 years
24 days a year	7.38	20 years or more

Members of the North Carolina Local Governmental Employees' Retirement System or the North Carolina State Employees' Retirement System may calculate "length of service" for determining vacation leave earned as the number of certified membership years in either of these retirement systems.

SECTION 8. MAXIMUM ACCUMULATED VACATION LEAVE

For the purpose of earning and accruing vacation leave, the 12-calendar month period between January 1 and December 31 is established as the leave year. Vacation leave shall accumulate up to a total of 30 days (240 hours) **leave**. Vacation leave in excess of 30 days (240 hours) shall accumulate only within the year during which it is earned. Any leave in excess of 30 days (240 hours) which is not taken in the year during which it is earned shall be converted to sick leave **effective December 31 of each year**.

SECTION 9. ACCUMULATED LEAVE AT DEATH OR SEPARATION

In case of death, the employee's estate shall be paid all compensatory time and accrued vacation leave. Payment of vacation leave shall not exceed 30 days (240 hours) maximum accumulation. Upon separation from County service, an employee with accrued vacation leave will be paid in a lump sum for the amount of unused vacation leave not to exceed 30 days (240 hours). **Unused vacation leave in excess of 30 days (240 hours) will NOT be reinstated after any period of separation from employment with the County.**

SECTION 10. SICK LEAVE

Sick leave with pay is a privilege granted by Watauga County. Requests for sick leave shall be submitted to the employee's supervisor prior to the leave or not later than **one (1) hour after??** the beginning of a scheduled workday, **with exceptions only for extreme medical or emergency situations. Each Department Head/Supervisor shall develop a reasonable departmental procedure and means of communication made available to their staff for notification to the appropriate supervisory personnel of unplanned absence/sick leave.**

Each regular employee working an average schedule of more than thirty (30) hours per week shall earn sick leave at the rate of 3.69 per pay period. Each regular employee working an average schedule of twenty (20) to thirty (30) hours per week shall earn sick leave at the rate of 1.85 hours per pay period. Sick leave shall be earned on the basis of each fully completed work/pay period. No employee can be granted sick leave in excess of that earned. Sick leave shall be cumulative with no limit of accumulation. Time worked for partial periods at the beginning or ending of employment shall not count toward sick accrual.

Leave from work shall be charged to sick leave if the absence is due to illness, bodily injury, quarantine, required physical or dental examinations or treatment, pregnancy, childbirth, and postpartum care, or exposure to a contagious disease which continued work might jeopardize the health of others. Leave from work may be charged to sick leave for the employee's spouse, child, or parents' sickness, bodily injury, quarantine, required physical or dental examinations or treatment, pregnancy, childbirth, and postpartum care.

~~A leave of absence of up to six (6) months may be granted for an extended period of illness of more than two (2) weeks. The employee must submit a request for a leave of absence to their Department Head and the County Manager or his/her designee. If this leave of absence meets the definition for the Family Medical Leave Act of 1993 (FMLA, see Article VII, Section 14 of this Ordinance), it will be designated as such. The employee must use any accumulated leave concurrent with FMLA leave. In disability cases, a physician must indicate in writing when the period of disability actually begins and ends. An employee in the process of using accumulated sick leave will continue to be in a leave-earning status, be entitled to holidays and be eligible for merit increases. When sick leave is exhausted, The employee must use all accrued comp time prior to using accumulated sick leave, then vacation leave. An employee on leave without pay status will not be eligible for merit or holiday pay and shall not be in a leave-earning capacity. After exhausting~~

~~accumulated leave and FMLA leave, the employee is responsible for insurance premium payments to continue on the County's group insurance plans. If the employee chooses to discontinue insurance coverage, the employee will be terminated from the policy and reinstated upon returning to work, the first day of the month following their return to work, without an additional standard waiting period. The employee will be subject to the insurance pre-existing clause upon reinstatement. An employee who fails to report at the expiration of a leave of absence shall be considered dismissed and so noted in the employee's personnel file, unless an extension has been requested and approved two (2) weeks prior to leave expiration, when reasonably possible.~~

Employees claiming sick leave may be required to furnish a certificate from a physician stating the kind and nature of the illness or injury, if the employee has been incapacitated for the period of absence, and that they are again physically able to perform assigned duties. Claiming sick leave when physically fit will be cause for discharge.

An employee who requests and is granted leave without pay status shall become ineligible to accrue vacation or sick leave beginning the first pay period in which they are paid less than 75% of their regular work schedule.

SECTION 11. SICK LEAVE TRANSFER

A newly hired classified employee may transfer their accumulated sick leave balance from their previous employer who is a member of the North Carolina Local Governmental Employees' Retirement System or the North Carolina State Employees' Retirement System subject to the following conditions:

- A. The employment was within the preceding twelve (12) months.
- B. The most recent employer provides proper certification to Watauga County within the employee's first six (6) months of employment.

SECTION 12. SICK LEAVE RETIREMENT CREDIT

Accumulated, **unused** sick leave is allowed as creditable service at time of retirement to employees who are members of the North Carolina Local Governmental Employees' Retirement System, subject to the Retirement System rules.

SECTION 13. SICK LEAVE - SEPARATED EMPLOYEES

Employees, who retire or resign and are not reinstated with Watauga County within a one (1) year period, shall lose all sick leave credits. No employee shall be paid for any accrued sick leave at termination of employment.

Sick leave will only be approved during the final two weeks of a notice with a physician's certification or comparable documentation.

SECTION 14. FUNERAL LEAVE

Leave from work may be charged to sick leave for attendance at the funeral of a member of the employee's family. Three (3) days sick leave may be allowed with any additional days being charged to comp time,

vacation leave or leave without pay for the death of the following family members: wife, husband, mother, father, guardian, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandson, granddaughter, step-mother, stepfather and stepchildren.

SECTION 15. VOLUNTARY SHARED LEAVE

- A. Purpose - Watauga County acknowledges that there are sometimes circumstances brought about by serious, prolonged medical conditions that cause employees to exhaust all available leave and therefore be placed on leave without pay status. It is understood that employees forced to go on leave without pay may be left without income, adding financial hardship to physical and/or emotional difficulties. The County also recognizes that some employees may wish to voluntarily donate a portion of their annual leave in order to provide assistance to a fellow County employee. The intent of this policy is to provide an opportunity for employees to assist co-workers affected by a serious medical condition which requires absence from work for an extended period of time and results in the exhaustion of all earned leave.
- B. Policy – Watauga County has implemented a Voluntary Shared Leave Program whereby employees may donate annual leave to fellow employees who have been absent from work due to a serious, prolonged medical condition and have exhausted all of their paid leave. This policy does not apply to incidental or short-term conditions. An employee on Workers’ Compensation leave is not eligible to participate in this program.

For the purpose of this policy, a prolonged medical condition is one which is likely to require the employee’s absence from work for a significant period of time, generally considered to be at least 10 work days. An exception to this time requirement may be recommended by the Department Head if the employee has had a previous random or prolonged medical condition within the last 12 months. Qualified medical conditions must meet the definition of a serious medical condition as defined by FMLA regulations. **THIS POLICY IS TO BE EFFECTIVE JULY 1, 2009.**

- C. General Guidelines – An employee may not intimidate, threaten, coerce, or attempt to intimidate, threaten or coerce, any other employee for the purpose of interfering with any right which such employee may have with respect to donating, receiving or using leave under this program. Such action by an employee shall be grounds for disciplinary action. Disciplinary actions may take any of the forms listed in Article VIII, Section 8, of the Watauga County Personnel Ordinance, from a written warning to dismissal.

Under no circumstances shall an employee receive **any** form of compensation, monetary or otherwise, for donated leave. Direct solicitation of employees for Voluntary Shared Leave donations is prohibited.

Should an employee qualify for FMLA leave, such leave will run concurrently with Voluntary Shared Leave.

Voluntary Shared Leave is **not** job protected leave and in no way conveys any guarantees above and beyond those provided by FMLA legislation.

As with any paid leave, an employee who utilizes Voluntary Shared Leave will continue to accrue annual and sick leave for any pay period in which they are paid at least 75% of their regular work schedule. Any form of leave outside of Voluntary Shared Leave will be exhausted as it is earned.

Voluntary Shared Leave may not be used in such a manner that the employee receives more than 100% of his/her salary during the prolonged medical leave.

D. Eligibility Requirements

1. Recipient

In order to be a recipient of Voluntary Shared Leave, an employee must first meet the following conditions.

- a. Be a regular employee working on a full or part time basis.
- b. Apply for FMLA leave if applicable.
- c. Be experiencing a serious health condition or be required to serve as caretaker for a **immediate** family member, **as detailed in the Family and Medical Leave Policy** (i.e. spouse, child or parent) experiencing a serious health condition as defined by the Family Medical Leave Act.
- d. Have an expectation of an absence from duty which will exhaust all compensatory, annual and sick leave. All paid leave must be exhausted prior to the utilization of any Voluntary Shared Leave.

2. Donor

In order to participate as a donor of Voluntary Shared Leave, an employee must comply with the following guidelines:

- a. Employees may donate annual leave only. Sick leave is not eligible for donation.
- b. The donating employee must maintain a minimum leave balance of 40 hours after donation.
- c. **The donating employee must be an active regular employee during the pay period in which the donated leave is transferred for use, to the sick leave balance of the recipient.**
- d. Any annual leave donated will be placed into the sick leave balance of the recipient.
- e. Donation of leave will be given hour for hour, irrespective of any difference in pay between individuals.
- f. Leave must be donated in one-hour increments with a minimum donation of 4 hours.
- g. Every effort will be made to keep the names of donor employees confidential; however, due to the nature of the process, confidentiality cannot be guaranteed.

- E. Applications Procedures – Employees who meet the stated eligibility criteria may complete a Voluntary Shared Leave request and submit it to their Department Head who will, upon approval, forward the request to the Human Resources Department. The request must include a physician-completed “Certification of Health Care Provider for Employee’s Serious Health Condition (Family Medical Leave Act)” or “Certification of Health Care Provider for Family Member’s Serious Health Condition (Family Medical Leave Act)” as appropriate. The completed form must also note an estimated duration of the applicable illness. A prospective recipient may submit a request for Voluntary Shared Leave prior to the exhaustion of paid leave as long as there is sufficient medical evidence available to support the need for leave beyond the employee’s available accumulated leave

balances. Copies of the Voluntary Shared Leave request form or either certification form may be obtained by contacting the Human Resources Department.

After review of the request, if determined to meet the eligibility conditions as noted in this policy, the County Manager or his/her designee can approve the request for Voluntary Shared Leave. In order to receive shared leave, the employee must sign a written authorization for the County to notify all County employees of the request for Voluntary Shared Leave. Information released will be that specifically authorized in writing by the employee and only for the purpose of requesting leave donations from County employees. Such information will include, at a minimum, the requesting employee's name, an acknowledgement of the need for shared leave, and the expected duration of the absence.

- F. Donation Process – Notice of approved Voluntary Shared Leave requests, along with an electronic copy of the leave donation form, will be distributed to regular employees via email by the Human Resources Department. Each Department Head will be responsible for distributing a written notice of the request to any regular employees within their department who do not have a County email address.

When informed of the need for Voluntary Shared Leave, any interested employee who meets the donor eligibility guidelines should forward a completed leave donation form to the Human Resources Department. Leave donation forms must be approved by the County Manager or his/her designee prior to the transfer of any leave. A maximum leave donation will be established on a case-by-case basis depending on the expected duration of the medical condition and the available leave balance of the requesting employee. Once requests totaling the maximum leave donation have been approved, no further leave donation forms will be accepted. Under no circumstances will an employee be allowed to receive more than ~~1040~~ 480 hours of Voluntary Shared Leave **related to the same qualifying medical event.**

- G. Leave Accounting Procedures - The Human Resources Department will compile a list of approved leave donations and will send a notice to **Payroll and** the requesting employee indicating the number of Voluntary Shared leave hours which have been donated. Following the order in which the donation forms were received, the applicable annual leave will be transferred from the donor's accumulated balance into the recipient's sick leave balance on an as needed basis, **through the bi-weekly payroll process.** Withdrawals from the recipient's leave account shall be charged according to normal sick leave policies and procedures.

If an employee utilizes all Voluntary Shared Leave but finds it necessary to extend the period of absence due to the same condition for which the original request was granted, he/she may make additional requests for Voluntary Shared Leave provided the maximum of 1040 hours was not exceeded with any prior requests. Any additional requests should be submitted in writing to the Human Resources Department which will then follow distribution guidelines as noted in this policy. In the event that an employee is able to return to work earlier than expected, applicable donors will be informed in a timely manner of any unused / unneeded shared leave donations. If a recipient employee separates from the County due to resignation, death, termination or retirement, participation in the shared leave program shall end immediately.

SECTION 16. FAMILY AND MEDICAL LEAVE

Watauga County shall grant up to twelve (12) weeks (or under certain circumstances twenty-six (26) weeks), paid or unpaid, of family and medical leave to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and as amended in 2008 and 2010. Eligible employees are those who have at least twelve (12) months of cumulative service with Watauga County and who ~~and~~ have worked for at least 1250 hours in the preceding twelve (12) months. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during a twelve-month period.

A. Eligible employees may take up to 12 workweeks of leave during a twelve-month period measured forward from the date an employee's first FMLA leave begins for the following reasons:

1. To care for the employee's child upon birth or upon placement for adoption or foster care provided the leave is taken within a 12-month period following the birth or placement of the child; Husbands and wives employed by Watauga County are limited to a combined total of twelve (12) weeks leave under FMLA for the birth of a child, adoption or placement of a child in foster care;
2. To care for the employee's parent, spouse or child with a serious health condition; or
3. For any qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on active military duty, or has been notified of an impending call to active duty status, in support of a contingency operation;

A qualifying exigency is defined as any of the following:

- a. Deployment of a service member with seven or fewer days notice;
 - b. Military ceremonies and events, as well as support, family-assistance or information programs related to a service member's active duty or call to active duty status;
 - c. Providing urgent, immediate childcare or arranging for alternative childcare for the children of service members on or called to active duty;
 - d. Attending school or daycare meetings relating to the child of a service member on or called to active duty;
 - e. Making financial or legal arrangements related to a service member's active duty status or call to active duty; or
 - f. Post-deployment activities for a period of ninety days after the termination of the service member's active duty status.
4. When the employee is unable to work because of the employee's own serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- a. Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care;
- b. Continuing treatment by a health care provider, which includes:
 - i. A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:

- treatment two or more times by or under the supervision of a health care provider (i.e. in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or
 - one treatment by a health care provider (i.e. an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g. prescription medication, physical therapy); or
- ii. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence;
 - c. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence;
 - d. A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
 - e. Any absences to receive multiple treatment for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

If the serious health condition results from an on-the-job injury or illness, the employer shall designate that the employee's twelve (12) week entitlement under the FMLA runs concurrently with workers' compensation leave.

- B. An eligible employee who is the spouse, child, parent or next of kin of a covered service member may take up to 26 workweeks of leave during a twelve-month period, measured forward from the date an employee's first FMLA leave begins, to care for the service member in the event that he/she is recovering from a serious illness or injury sustained in the line of duty on active duty in the Armed Forces. Husbands and wives employed by Watauga County are limited to a combined total of twenty-six (26) weeks leave under FMLA for Servicemember Family Leave.

The request for family and medical leave must be made in advance and **in-person or** in writing by the employee and approved by the Department Head. The Department Head will then forward the request to the Human Resources Department for approval by the County Manager or his/her designee. The employee must provide the County at least 30 days' notice of their intent to take leave unless the FMLA qualifying condition is a sudden one. When the need for leave is unforeseeable, the employee must give notice as soon as practicable, ordinarily within two business days of when the employee learns of the need for leave. Failure to comply with notice requirements may result in delay or denial of leave.

Employees requesting leave shall be required to provide medical certification of the serious health condition; the qualifying exigency; or the serious injury or illness of a covered service member as soon as possible but not later than 15 calendar days from the date the request is made. The certification from the employee's, family member's or service member's physician shall include the date when the condition began, its expected duration, diagnosis, and brief statement of treatment. For the employee's own health condition, it shall state that the employee is unable to perform the essential functions of their position. The County may deny leave to employees who do not provide proper medical certification. The County may require a second or third opinion (at the County's expense) and periodic re-certification of the serious health condition when FMLA is being utilized due to an employee's or family member's serious health condition. Second and third opinions and recertification are not permitted for Servicemember Family Leave or in the event of a qualifying exigency. Watauga County's Human Resources Department may contact the certifying provider to authenticate or clarify a medical certification of a serious injury or illness. In certain circumstances, the County may also contact the individual or entity named in a certification of leave for a qualifying exigency.

Employees taking leave under FMLA are entitled to receive health insurance benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. If applicable, dependent health coverage premiums will be the responsibility of the employee. An employee failing to return to work, for reasons other than a continued serious health condition or reduction in force, may be required to reimburse the County for payments of the employee's health insurance premiums during the FMLA leave period.

Employees are required to exhaust accrued ~~sick leave~~, comp time, ~~sick leave~~ and vacation leave prior to taking leave without pay. An employee taking leave for the birth of a child may use sick leave for the period of actual disability, based on medical certification. The employee shall then use ~~all comp time then~~ vacation leave for the remainder of the 12-week period before using leave without pay. ~~Comp time should be exhausted prior to using accrued sick or vacation leave.~~

Employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal work schedule whenever medically necessary to care for a seriously ill family member; because the employee is seriously ill and unable to work; or due to the requirements of a qualifying exigency. If an employee is utilizing intermittent leave due to planned medical treatments, the employee must make a reasonable effort to schedule the treatments so as not to disrupt County operations. In addition, employees must notify the County any time an absence occurs for a reason for which FMLA leave was previously taken or certified. Use of intermittent leave for the birth and care of a child, or for placement for adoption or foster care, is subject to the County's approval.

The County may require an employee on FMLA to report periodically on their status, and intent to return to work. The employee must notify their supervisor immediately of the need to request an extension of the leave. An employee who fails to report at the expiration of a leave of absence shall be considered dismissed and so noted in the employee's personnel file, unless an extension has been requested and approved two (2) weeks prior to leave expiration, when reasonably possible. ~~Leave extension requests must be submitted to the Department Head and forwarded, with a recommendation on the approval/denial of the additional leave, to the County Manager for his/her final determination. Standard County practice will be to approve leave extension requests only in situations when the additional leave will promote recovery and the capability of the employee to return to their regular job duties. The general guideline for leave extensions will be no more than two additional weeks of leave, taking into consideration the specific details of each individual situation and the qualifying event necessitating the leave, before a final decision is made, however, the County Manager may, in the exercise of his/her discretion, extend the leave period further.~~ Employees returning to work from family medical leave due to their own serious health condition will be required to obtain medical certification from a health care provider stating they are able to perform the essential functions of their position prior to returning to work.

Watauga County must reinstate an employee returning from FMLA leave to the same or equivalent position with equivalent pay, benefits and other employment terms and conditions provided they are able to perform all of the essential functions of the position. If the employee is unable to perform an essential function of their previous position or of an equivalent position because of a physical or mental condition, the employee has no right to restoration to another position under the FMLA. If the employee's position was eliminated during a reduction in force, the employee may not be afforded reinstatement provided the dismissal would have been affected had the employee not taken a leave of absence.

For more information regarding employee rights under the FMLA, employees may also refer to Appendix E, the U.S. Department of Labor's Employee Rights and Responsibilities Under the FMLA.

SECTION 17. LEAVE WITHOUT PAY

The Department Head with the approval of the County Manager or his/her designee shall make the decision to grant leave without pay. Factors to be considered are necessity, duration of leave, workload, and other factors in the best interest of the County. Leave without pay may be granted to employees who have exhausted **all** other forms of leave **while on FMLA**, do not qualify for leave under Family and Medical Leave Act of 1993 or to employees for reasons not covered by the Family Medical Leave Act.

A. Leave Without Pay Procedures

1. Request for leave without pay must be made in writing prior to the anticipated date.
2. Accumulated comp time and vacation leave must be exhausted before leave without pay may be requested.
3. Accumulated sick leave must be exhausted before leave without pay may be granted in cases of illness.

B. Employee Benefits – An employee who requests and is granted leave without pay status shall become ineligible to accrue leave beginning the first pay period in which they are paid less than 75% of their regular work schedule. An employee on leave without pay status for a reason other than Family Medical Leave or Worker's Compensation shall be responsible for the total insurance premium for any insurance programs they may wish to continue after two (2) consecutive pay periods in which they are paid less than 75% of their regular work schedule.

C. Employee Responsibility: - The employee is obligated to return to duty within or at the end of the time determined appropriate by the County Manager or his/her designee. Upon returning to duty after being on leave without pay, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority and pay. If the employee decides not to return to work, the Department Head shall be notified immediately. An employee who fails to report at the expiration of a leave of absence shall be considered dismissed and so noted in the employee's personnel file, unless an extension has been requested and approved two (2) weeks prior to leave expiration, when reasonably possible.

SECTION 18. WORKERS' COMPENSATION LEAVE

All employees are eligible for Workers' Compensation coverage for any job-related injury. Any employee who is injured on the job must promptly report the injury to their immediate supervisor/Department Head and to **Human Resources** ~~the Personnel Office~~. Failure to do so may result in a claim being denied. For non-emergency injuries treatment should be sought with **FastMed Urgent Care, or the local Urgent Care Facility in Watauga County, as directed by Human Resources.** ~~doctors on the County's Workers' Compensation provider list.~~ For emergencies, treatment must be provided by the Watauga Medical Center's Emergency Department ~~Room~~. **All job-related accidents involving vehicles or equipment; creating damage to County or personal property; or resulting in injury, in which the employee may have contributed to the cause, require an employee drug and alcohol screening to be performed immediately following the incident. Job-related incidents resulting in exposure to potentially infectious materials should report to the Appalachian District Health Department for initial treatment as well as any on-going care required.** An employee having an adverse reaction to a ~~smallpox~~ vaccination received as an **employment condition** of the County will be covered under the County's Workers' Compensation Policy.

When an employee is injured on the job as a result of a compensable accident or occupational illness and loses time from work while seeking medical attention due to the injury, the employee shall not be charged leave for time lost from work on the day of the injury. Employees are expected to return to work unless the treating physician indicates the employee must go home for the day. A written statement must be obtained from the treating physician if the employee cannot return to work. In situations where the employee cannot return to work on the day of the injury, the employee will use **accrued** leave for normal working hours **and must provide a release note from the doctor before returning to duty.**

If the injury results in additional time away from work, the employee will be placed on worker's compensation leave and receive the worker's compensation weekly benefits after the required waiting period. The employee may ~~elect to take use comp time~~, sick or vacation leave during the required waiting period, ~~or may elect to go on worker's compensation leave with no~~ and would not be on leave without pay for the required waiting period, **unless all other accrued leave has been exhausted.** Once an employee begins drawing worker's compensation pay, leave will not be accrued and the employee will not be allowed to receive pay for **comp time**, vacation or sick leave in addition to worker's compensation payments. Insurance already provided by Watauga County to an employee will continue to be provided during the period of worker's compensation leave. Upon reinstatement, an employee's salary will be computed on the basis of the last salary earned plus any cost of living adjustment to which the employee would have been entitled during the disability covered by worker's compensation.

Temporary employees injured on the job will be placed on leave without pay status and will receive all benefits for which they may be adjudged eligible under the Worker's Compensation Act. Refer to Section 14 of this Article for FMLA requirements.

If the serious health condition results from an on-the-job injury or illness, the employer shall designate that the employee's twelve (12) week entitlement under the FMLA runs concurrently with workers' compensation leave.

SECTION 19. MILITARY LEAVE

Classified employees who are members of the National Guard or Armed Forces Reserve will be allowed fifteen (15) work-days of military training or active duty leave with full pay per calendar year. If such military duty is required beyond this fifteen (15) workday period, the employee shall be eligible to take accumulated vacation leave or be placed in a leave without pay status. On rare occasions due to annual training being scheduled on a federal fiscal year basis, an employee may be required to attend two periods of training in one calendar year. For this purpose only, an employee shall be granted an additional ten days of military leave during the same calendar year. If such duty is required beyond these ten workdays, the employee shall be eligible to take accumulated vacation leave or be placed in a leave without pay status, and the provisions of that leave shall apply.

An employee on leave without pay will be responsible for all insurance premium payments and dependent coverage. Upon return to work, the employee must re-enroll on the County's insurance coverage. Classified employees who are guardsmen and reservists have all job rights specified in the Veterans' Reemployment Rights law. Also, in accordance with the Veterans' Reemployment Rights Law, reinstated veterans will be paid at their prior salary plus any adjustments made to the Position Classification Plan.

Regular part-time employees shall receive fifteen (15) workdays of military training or active duty leave per calendar year with pay based on their average workday.

Reinstatement Following Military Service – An employee called to extended active duty with the United States military forces, who does not volunteer for service beyond the period for which called, shall be reinstated with full benefits provided the employee:

- A. Applies for reinstatement within ninety days after the release from military service; and
- B. Is able to perform the duties of the former position or similar position; or
- C. Is unable to perform the duties of the former position or a similar position due to disability sustained as a result of military service, but is able to perform the duties of another **available** position in the service of the County. In this case the employee shall be employed in such other position as will provide the nearest approximation of the seniority, status, and pay which the employee otherwise would have been provided, if available.

SECTION 20. CIVIL LEAVE

All County employees called for jury duty or as witnesses in any civil or criminal legal proceeding will be entitled to their regular pay during such duty. When a County employee attends court as a required part of his official duties, no leave is required. Regular employees will continue to accrue benefits and leave while on civil leave.

The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the County any witness fees or travel allowance awarded by the court for court appearances in connection with official duties.

SECTION 21. EDUCATIONAL LEAVE

A leave of absence at full or part pay during regular working hours may be granted to an employee upon the recommendation of the supervising Department Head, and with the approval of the County Manager or his/her designee, to permit an employee to take courses of study which will better equip him/her to perform his/her duties.

When a course of study or training program is directly related to an employee's job, the County may assume the costs of tuition, fees and instructional materials for an employee on educational leave. In addition, the County may assume such costs for an employee who is pursuing educational courses related to their job outside of County working hours. The County's assumption of costs will be made only upon the successful completion of the educational course. A passing grade of "C" or better is required for undergraduate work and a passing grade of "B" or better is required for graduate work.

A regular employee may be granted a leave of absence without pay for up to one (1) year pending approval of the County Manager or his/her designee. This leave will be used for continuation of education, or special work that will permit the County to benefit by the experience gained or work performed.

An employee must exhaust comp time and vacation leave before going on leave without pay. While exhausting vacation leave, the employee will continue to be in a leave-earning status, be eligible for any adjustments made to the position classification pay plan, be eligible to take sick leave, be entitled to holidays, and be eligible for merit increases or time-in-service pay increases. An employee will retain all unused sick leave while on leave without pay. Employees on leave without pay shall not earn leave of any kind.

When the employee's vacation leave is exhausted, the employee is responsible for insurance coverage premium payments to continue on the County's group plan. If the employee chooses to discontinue insurance coverage, the employee will be terminated from the policy and be reinstated upon returning to work, **effective the first day of the month following their return**, without an **additional** waiting period. The employee will be subject to the insurance pre-existing clause upon reinstatement.

The employee is obligated to return to duty within or at the end of the leave period. If the employee decides not to return to work, they shall immediately notify their supervisor. Upon returning to work, after being on leave without pay, the employee shall be entitled to return to a comparable position, provided funding is available. An employee who fails to report at the expiration of a leave of absence shall be considered dismissed and so noted in the employee's personnel file, unless an extension has been requested and approved two (2) weeks prior to leave expiration.

SECTION 22. BREAKS

It is the policy of Watauga County that there are no authorized breaks, other than lunch, during the workday. The Board of Commissioners recognizes that certain interruptions in the daily schedule are necessary. It is understood that absences from the workstation shall be allowed only to the extent that they do not interrupt service to the public and the smooth flow of work. Employees and Department Heads will be responsible for service and work flow in their jobs and departments respectively. Evaluation of job performance will be based in part on proper attention to these factors. **Occasional employee breaks of twenty (20) minutes or less are not required to be recorded on employee timesheets, but are not to become a standard part of the employee's regular workday.**

ARTICLE VIII: SEPARATION, DISCIPLINARY ACTION AND REINSTATEMENT

SECTION 1. TYPES OF SEPARATION

All separations of employees from positions with Watauga County will be designated as one of the following: resignation, reduction in force, disability, death, retirement or dismissal.

To the extent possible, all regular employees separating from employment with the County will be asked to participate in an exit interview with Human Resources at the Personnel Office at the time of their separation. Any County property in the employee's possession shall be returned to the County prior to separation.

SECTION 2. RESIGNATION

A minimum of two (2) weeks' notice is expected of all resigning personnel except Department Heads who shall give a notice of thirty (30) days. Such notice shall be given to the Department Head (or in case of Department Heads, to the County Manager or his/her designee, and appropriate governing body if applicable). An employee who fails to provide proper notice may forfeit payment of accrued vacation leave.

Three consecutive days of absence without contacting the immediate supervisor or Department Head is considered to be a voluntary resignation.

Sick leave will only be approved during the final two weeks of a notice with a physician's certification or comparable documentation.

SECTION 3. REDUCTION IN FORCE

In the event that a reduction in force becomes necessary, consideration will be given to the level of each employee's work performance, the need for their service and seniority in determining those employees to be retained. Classified employees who are laid off because of a reduction in force will be given at least a thirty (30) day notice of anticipated lay-off. No regular employee shall be separated while there are temporary, emergency or probationary employees serving in the same class in the department, unless the regular employee is not willing to transfer to the position held by the temporary, emergency or probationary employee or does not possess the required knowledge and skills for the specific position.

SECTION 4. REINSTATEMENT

An employee who resigns while in good standing or who is separated because of a reduction in force may be reinstated within one (1) year of the date of separation with the approval of the County Manager or his/her designee. In the case of Competitive Service Employees, the State Personnel Act shall take precedence.

The salary of a regular employee who has been reinstated within one year after separation from the County is fixed as follows:

- A. When an employee is reinstated to a position in the same salary grade as the one occupied upon separation, their salary shall be at the same salary level paid at the time of separation.

- B. When an employee is reinstated to a position, their salary shall be set at a salary level that most closely corresponds to their salary upon separation. However, their salary shall not be less than that paid at the time of separation, **or the minimum salary of the position grade.**

An employee who is reinstated within one (1) year shall be credited with previously accrued sick leave.

SECTION 5. DISABILITY

An employee may be separated for disability when the employee cannot perform the required duties because of physical or mental impairment. The employee or the County may initiate action for disability separation, but in all cases, consideration for disability separation shall be supported by medical evidence as certified by a competent physician. The County may require a physical and/or mental examination at its expense and by a physician of its choice. Before an employee is separated for disability, a reasonable effort shall be made to locate alternative positions within the County's services for which the employee may be suited. Watauga County will endeavor to make all reasonable accommodations for disabled individuals in accordance with the Americans with Disabilities Act.

SECTION 6. DEATH

All compensation due in accordance with Article VII, Section 9 of this policy will be paid to the estate of a deceased employee. The date of death shall be recorded as the separation date for computing compensation due.

SECTION 7. RETIREMENT

When an employee meets the conditions set forth under the provisions of the North Carolina Local Governmental Employee's Retirement System, they may elect to retire and receive all benefits earned under the retirement plan.

SECTION 8. DISCIPLINARY ACTIONS

Disciplinary actions include written warnings, suspensions and dismissals and are taken only for cause against employees who violate standards of conduct, abuse attendance or work rules, fail to satisfactorily discharge the duties of their positions, or otherwise engage in serious job performance or personal conduct actions which are inconsistent with efficient public service or which bring discredit upon the County.

Disciplinary action shall be imposed by an employee's Department Head, with the approval of the County Manager or his/her designee, or action may be imposed **directly** by the County Manager or his/her designee. The ~~Personnel Officer~~ **Human Resources Director** shall maintain personnel records of the various types of misconduct or poor work performance that occur and a statement of the disciplinary action taken.

- A. Types of Actions –

1. Written Warning – A written warning is a formal written reprimand to the employee from the employee's supervisor describing the way in which the employee's personal conduct or work performance has failed to meet prescribed standards. The written warning will specify corrective action, and it will warn the employee that repeated offenses will lead to sterner measures, including possible dismissal. The employee will be informed that a copy of the

written warning will be placed in their personnel file. Upon receiving two written warnings sterner disciplinary actions may be taken up to or including suspension.

2. Suspension – Suspension is the temporary removal of an employee from duty. Suspensions are authorized only with the concurrence of the County Manager or his/her designee. Employees placed on Non-Disciplinary or Disciplinary Suspension shall be given a written summary giving the circumstances and facts leading to the suspension. One copy of the summary shall be delivered to the employee **in-person or** by certified mail and one copy shall be filed in the employee's personnel file.

- a. Non-Disciplinary/Investigatory Suspension (General County Employees) – During a County personnel investigation, or an investigation, hearing or trial of a County employee on any criminal charge, or during the course of a civil action involving an employee, the Department Head, with the approval of the County Manager or his/her designee may suspend the employee with or without pay for the duration of the proceeding as a non-disciplinary action. However, the investigation, hearing, trial, or civil action must involve matters that may form the basis for disciplinary suspension, demotion or dismissal in order for the non-disciplinary suspension to be allowed.

If the suspension is terminated with full reinstatement of the employee one of the following must occur: 1) full recovery of pay and benefits for the period of non-disciplinary/investigatory suspension or 2) reinstatement with no less than three (3) days pay deducted from their salary based upon management's determination of the degree to which the employee was responsible for, or contributed to the reasons for suspension.

- b. Non-Disciplinary/Investigatory Suspension (Competitive Service Employees) – Investigatory suspension with pay may be used to provide time to investigate, establish facts and reach a decision concerning an employee's status in those cases where it is determined the employee shall not continue to work pending a decision. Investigatory suspension with pay may be appropriately used to also provide time to schedule and conduct the pre-dismissal conference required for competitive service employees. Also, management may elect to use investigatory suspension in order to avoid undue disruption of work or to protect the safety of persons or property. An investigatory suspension with pay shall not exceed thirty (30) calendar days. However, an agency may, in the exercise of its discretion, extend the period of investigatory suspension with pay beyond the thirty (30) day limit. The employee must be informed in writing of the extension, the length of the extension, the specific reasons for the extension and their right of appeal. If no action has been taken by management by the end of the additional thirty (30) calendar days, and no extension has been made, one of the following must occur: (1) reinstatement of the employee; (2) appropriate disciplinary action based on the results of the investigation; or (3) reinstatement of the employee with up to three (3) days deducted from **their** pay. This decision will be based upon management's determination of the degree to which the employee was responsible for, or contributed to the reasons for suspension.

Investigatory suspension of an employee shall not be used for the purpose of delaying an administrative decision on an employee's work status pending the resolution of a civil or criminal court matter involving the employee.

- c. Disciplinary Suspension – Suspension without pay may also be imposed as a disciplinary measure. An employee may be suspended without notice by the Department Head with concurrence of the County Manager or his/her designee for causes related to personal

misconduct in order to avoid undue disruption of work, to protect the safety of persons or property, or for other serious reasons. When a Department Head suspends an employee, they shall tell the employee to leave County property at once and remain away until further notice.

3. Demotion - The reassignment of a classified employee for disciplinary reasons, to a position or classification having a lower salary grade than the employee's current position or classification. Disciplinary demotions are authorized only with the concurrence of the County Manager or his/her designee for disciplinary actions based on work performance. Employees who are demoted shall be given a written summary giving the circumstances and facts leading to the demotion. One copy of the summary shall be delivered to the employee in-person or by certified mail and one copy shall be filed in the employee's personnel file.
 4. Dismissal - Dismissal is the permanent removal of an employee from duty, thereby ending their employment with the County. This is the most severe disciplinary action that may be imposed by the County.
 - a. Dismissal (General County Employees) – All dismissals of General County employees will be preceded by suspension with or without pay for not less than three days pending completion of an investigation by the appointing authority or County Manager or his/her designee. If the appointing authority or County Manager or his/her designee determines that a dismissal action is appropriate, such dismissal will be effective at the end of the suspension period. Prior to dismissal, the employee must be given an opportunity to answer the charges against him/her; however, an employee may be suspended without warning for cause relating to their personal misconduct. If a dismissal is made following the opportunity to answer charges, a written summary giving the circumstances and facts leading to the dismissal shall be prepared. A copy of the summary shall be delivered to the employee by certified mail and one copy shall be filed in the employee's personnel file.
 - b. Dismissal (Competitive Service Employees) – All dismissals of Competitive Service Employees shall be in accordance with Article I and Article II, Personnel Policies for Local Government Employees subject to the State Personnel Act. The County Manager or his/her designee and the ~~Human Resources Personnel~~ Office shall be provided with copies of all documents pertaining to dismissal action. Employees shall also be provided with copies of Article I and Article II, Personnel Policies for Local Government Employees regarding dismissal. Prior to dismissal, the employee must be given an opportunity to answer the charges against him/her. If a dismissal is made following the opportunity to answer charges, a written summary giving the circumstances and facts leading to the dismissal shall be prepared. A copy of the summary shall be delivered to the employee by certified mail and one copy shall be filed in the employee's personnel file.
 - c. Dismissal (Temporary, Non-regular and Probationary Employees) – Temporary, non-regular and probationary employees serve at the pleasure of the County; as such they may be dismissed by the County without cause. Upon recommendation of the Department Head and with the approval of the County Manager or his/her designee, they may be dismissed at any time without further notice and without any hearing or right of appeal.
- B. Disciplinary Actions Based on Personal Misconduct – Disciplinary actions based on personal misconduct shall be imposed only after all evidence is weighed, and the disciplining official shall, in deciding the nature of the action to be taken, consider among other things, the following factors: the seriousness of the misconduct involved; the effect of the misconduct involved; the employee's work

record; the employee's disciplinary record, including but not limited to, the previous occurrence of the same or similar infractions; the employee's knowledge of the rules; and the reasons behind the employee's misconduct.

Some examples of the types of personal misconduct that are cause for disciplinary action are stated below, but these in no way are the only potential misconduct issues that can result in dismissal and does not limit the County in taking necessary action. The examples include but are not limited to:

1. Conduct for which no reasonable person should expect to receive prior warning; or
2. Job-related conduct which constitutes violation of state or federal law; or
3. Improper or unauthorized use or abuse of paid leave.
4. Willful or negligent violation of this manual, policies and procedures, department operating rules or related directives, or other known or written work rules; or
5. Conduct that discredits the employee or County, or willful misrepresentation of the County.
6. Conviction of a felony or misdemeanor, or the entry of a plea of "no contest" to either, the nature of which reflects the possibility of serious consequences related to the continued assignment or employment of the employee.
7. Violation or neglect of safety rules, or contributing to hazardous working conditions.
8. Any act or conduct that is discriminatory in nature toward another person's race, creed, color, national origin, sex (including sexual harassment), age, religious beliefs, political affiliations or handicap (See Article IV, Section 1).
9. Fraud in securing employment.
10. Misuse of County funds or falsification of County records (including timesheets) for personal profit or to grant special privileges, **or unpaid County taxes after remediation options provided.**
11. Violation of the Alcohol and Controlled Substance Abuse Policy, except for medication prescribed to an employee taken within the limits set by a physician so long as medically necessary.
12. Driving under the influence of alcohol or drugs while on duty; suspension of driver's license where job duties require driving.
13. Careless, negligent or improper use of County equipment or property, including removal or private use, or use involving damage or unreasonable risk of damage to property.
14. Unauthorized release of confidential information or official records.
15. Acceptance of gifts in exchange for "favors" or "influence."
16. Violation of political activity restrictions.
17. Discourteous or insubordinate treatment of the public or other County employees or officials.

C. Disciplinary Actions Based on Work Performance – Cause for disciplinary action based on work performance includes, but is not limited to:

1. Inefficiency, incompetence, negligence or insubordination in the performance of duties, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt, courteous and reasonable manner.

2. Refusal or inability to improve job performance in accordance with written or verbal direction after a specified period of time.
3. Refusal to obey reasonable instructions from supervisor and/or Department Head.
4. Unexcused absence without leave; habitual improper use of leave privileges; failure to maintain regular hours or excessive absenteeism.
5. Discourteous or insubordinate treatment of the public or other employees and County officials.
6. Performance of personal work or other outside activities on County time.

D. Disciplinary Procedures – A regular employee whose work performance or personal conduct is unsatisfactory shall be given a written warning by their supervisor. If the unsatisfactory performance continues over a specified period of time, the employee shall be given a second written warning by their supervisor. The employee must be given a statement noting the specific cause for dissatisfaction, what he must do to make his work performance or personal conduct satisfactory, the time limits for such improvements, and the consequences of continued failure to meet work performance or personal conduct requirements. The employee will also be informed that a written statement summarizing the action shall be placed in their personnel file by their immediate supervisor. If the employee fails to meet the work performance or personal conduct requirements within the specified time period, the Department Head, with the approval of the County Manager or his/her designee, may suspend the employee. Continued failure to meet work performance or personal conduct standards may result in the employee being demoted or dismissed by the Department Head, with the approval of the County Manager or his/her designee. Prior to suspension, demotion or dismissal, the employee must be given an opportunity to answer the charges against him/her; however, an employee may be suspended without warning for cause relating to their personal misconduct.

At the time an employee is suspended, demoted or dismissed, he/she shall be given a written statement of the charges or reasons for the action and told that they may appeal the disciplinary action taken against him/her. An employee may be suspended pending an appeal hearing.

E. Disciplinary Actions Toward Department Heads – Disciplinary actions that may result in demotion or dismissal involving Department Heads will be initiated by the County Manager or his/her designee and acted upon by the Board of County Commissioners. Prior to the Board's action, the Department Head will be provided the opportunity to present their case and answer the charges against them. The Board of County Commissioners' decision will be final.

F. Disciplinary Actions Toward Temporary, Non-Regular and Probationary Employees – Temporary, non-regular and probationary employees serve at the pleasure of the County. If such an employee fails to perform satisfactorily, upon recommendation of the Department Head and approval of the County Manager or his/her designee, they shall be demoted or dismissed at any time without further notice and without any hearing or right of appeal.

ARTICLE IX. GRIEVANCE PROCEDURE

SECTION 1. POLICY

It is the County's policy to encourage employees to freely discuss problems with their supervisors, Department Heads, or others in positions of authority. A grievance is defined as a claim or complaint based upon an event or condition allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions. Supervisors and employees are encouraged to resolve differences and to seek and provide clarification of policies and procedures before initiating the grievance process.

No attorney or other legal representatives will be allowed to participate in the grievance procedure.

A grievance may involve the following issues:

- A. Alleged safety or health hazards;
- B. Unsatisfactory physical facilities, surroundings, materials or equipment;
- C. Unfair or discriminatory supervisory or disciplinary practices;
- D. Unjust treatment by fellow workers;
- E. Any other inequity relating to conditions of employment.

SECTION 2. COVERAGE

All employees who allege unlawful harassment, violence in the workplace or discrimination based on race, color, religion, age, sex, **gender**, national origin, political affiliation or non-disqualifying condition may file a grievance.

In situations involving separation, disciplinary action, and reinstatement, all regular employees of the County shall have the right to present a grievance in accordance with these procedures except as stated in Article II, Section 2, and Subsection C of this ordinance.

SECTION 3. PROCEDURE

Every eligible employee shall have the right to present a grievance in accordance with these procedures, free from interference, coercion, restraint, discrimination, penalty or reprisal. Employees shall be allowed up to one (1) hour off from their regular duties to prepare a grievance.

- A. An employee must file a grievance in writing with their immediate supervisor within ten (10) working days of the date of the incident giving rise to the grievance. The immediate supervisor shall meet with the employee within five (5) working days of receipt of the grievance and attempt to resolve the grievance. The immediate supervisor shall issue a written decision on the grievance no later than five (5) working days following the meeting.

If the grievance concerns an appeal of a dismissal, it shall be filed directly with the County Manager or his/her designee who shall request the Personnel Advisory Committee hear the grievance. **If the dismissed employee requests to bypass the Personnel Advisory Committee and have the grievance heard directly by the County Manager, the decision by the County Manger or his designee is final and will end the grievance procedure.**

- B. If the employee is dissatisfied with the decision at Step A, the employee may file the grievance in writing with the Department Head, within five (5) working days of receipt of the immediate supervisor's decision. The Department Head shall meet with the employee within five (5) working days of receipt of the grievance, shall review the decision at Step A, and shall make an independent determination on the merits of the grievance. The Department Head shall issue a written decision no later than five working days following the meeting with the employee.
- C. If the employee is dissatisfied with the decision at Step B, within five (5) working days of receipt of the Department Head's decision, the employee may request a decision directly from the County Manager or his/her designee, or request a hearing before the Personnel Advisory Committee. The Personnel Advisory Committee shall follow the procedures set forth in Section 4 of this article and recommend a decision to the County Manager or his/her designee. The County Manager or his/her designee shall render a written decision within ten (10) working days of receiving the Personnel Advisory Committee's recommendation or after the employee's request for a decision directly from the County Manger or his designee. The decision by the County Manger or his designee is final and will end the grievance procedure.

SECTION 4. PERSONNEL ADVISORY COMMITTEE

A Personnel Advisory Committee will be established by the Board of County Commissioners, and composed of one County Commissioner, one Department Head and three rank and file employees designated by the Board of County Commissioners, with authority to hear employee grievances and make a recommendation to the appointing authority. **Each Personnel Advisory Committee seat shall also have an alternate member appointed in the case that the primary Committee Member is unable to participate in the grievance process, or has a close working or personal relationship with the grievant, or any type of conflict of interest that would prevent the committee member from being impartial.** An employee or the appointing authority may request a hearing, which shall be transcribed or recorded. The hearing shall be conducted within fifteen (15) working days from the date the hearing is requested, during regular working hours of the County. The Personnel Advisory Committee, the grievant, and any person whose alleged conduct is the cause of the complaint shall have the right to call and cross-examine witnesses and offer other evidence. **The Human Resources Director or his/her designee** ~~chairman of the committee~~ shall conduct the hearing. The Personnel Advisory Committee shall submit its recommendation to the County Manager or his/her designee or other appointing authority within fifteen (15) working days of the hearing.

SECTION 5. FINAL DECISION ON THE GRIEVANCE

- A. Within ten (10) working days of receipt of the recommendation of the Personnel Advisory Committee, the County Manager or his/her designee, or other appointing authority will inform the employee and Department Head, in writing, of the final decision.
- B. Competitive Service Employees subject to the jurisdiction of the North Carolina State Personnel Commission shall have the right to appeal to the State Personnel Commission through the Office of Administrative Hearings no later than thirty (30) working days after receipt of notice of the appointing authority's decision, provided the employee has obtained permanent status in accordance with the rules and regulations of the State Personnel Commission. The decisions of the State Personnel Commission shall be binding in appeals of local employees subject to the State Personnel Act if the Commission finds that the employee has been subjected to discrimination or in any case where a binding decision is required by applicable federal standards. However, in all other local

employee appeals, the decision of the State Personnel Commission shall be advisory to the local appointing authority.

SECTION 6. MAINTENANCE OF RECORDS

The **Human Resources Director** ~~Personnel Officer~~ will retain all documentation, records and reports in the employee's personnel file. These records will be subject to review by the grievant, the employee's Department Head, the County Manager or his/her designee or other appointing authority, and the County Commissioners.

SECTION 7. OTHER REMEDIES PRESERVED

The existence of the grievance procedure does not preclude any individual from pursuing any other remedies available under law.

ARTICLE X. EMPLOYEE BENEFITS

SECTION 1. INSURANCE BENEFITS

The County will pay full premium costs for group term life, vision exam, dental and medical health insurance programs for classified, full-time regular employees.

The County will pay one-half of the premium cost for group term life, vision exam, dental and medical health insurance programs for classified, part-time regular employees who choose to participate. Regular part-time (20-30 hours/week) employees must pay the remaining one-half of the premium cost as a payroll deduction.

Families (dependents and spouses) of the above eligible County employees are offered insurance coverage at group rates at the expense of the employee, upon request and in accordance with provisions of the insurance contract. The premium costs must be paid as a payroll deduction and are deducted one month in advance of insurance effective date.

Retiree Insurance Benefits

A regular County employee's individual medical, dental and/or vision exam benefits may be extended up to Medicare eligibility age for employees who retire under the provisions of the Local Governmental Employees' Retirement System, either through length of service or disability.

If the retiring employee chooses the coverage, the selection must be made in writing before the employee's actual retirement date. Should additional post-retirement medical insurance coverage be obtained, the County's plan will be the second payee.

Payments are due the first (1st) of each month and must be received by the Finance Department no later than the fifteenth (15th) of each month. Failure to make payment by the fifteenth (15) of the month may result in cancellation of medical, dental, and/or vision benefits.

Category I

For employees retiring with a minimum of ten (10) years creditable service in the Local Governmental Employees' Retirement System or the North Carolina Teachers' and State Employees' Retirement System, of which the last five (5) years must be served with Watauga County; the employee may elect to maintain coverage and be responsible for the payment of the premium to the County, or in accordance with provisions of the current insurance contractor. The premium amount for all categories will be the same rate as the County's monthly charge per employee for the group health care plan.

Category II

For Watauga County Employees retiring with a minimum of twenty (20) years creditable service in the Local Governmental Employees' Retirement System or the North Carolina Teachers' and State Employees' Retirement System, of which the last ten (10) years must be served with Watauga County; the employee may elect to maintain coverage and be

responsible for the payment of the premium less the County supplemental amount to maintain their medical insurance coverage. The County's monthly supplement amount will be equal to 50% of the per employee premium monthly charge. Dental and vision exam benefits may be retained upon payment of the full premium by the retired employee.

Category III

For employees retiring with more than twenty (20) years creditable service in the Local Governmental Employees' Retirement System or the North Carolina Teachers' and State Employees' Retirement System, of which the last (10) years must be served with Watauga County; the employee may elect to maintain coverage and be responsible for the payment less the County supplement amount to maintain their medical insurance coverage. For each added year of service after twenty (20), the County will pay an additional 2.5% of the per employee premium monthly charge up to a maximum payment of 75% of the total monthly premium for 30 years or more of service. **(See table below)** Dental and vision exam benefits may be retained upon payment of the full premium by the retired employee.

Eligible creditable service in the Local Governmental Employees' Retirement System or the North Carolina Teachers' and State Employees' Retirement System does not include periods of service breaks or withdrawn service time.

The retired employee is expected to enroll for Medicare when eligibility by age or length of disability is obtained.

Total Creditable Service Requirement	Watauga County Service Requirement	Amount of County Supplemental Payment
10 but less than 20 years	Not less than 5 years	100% Retiree Responsibility
20 years or more	Not less than 10 years	50% Supplement
21 years	Not less than 10 years	52.5% Supplement
22 years	Not less than 10 years	55% Supplement
23 years	Not less than 10 years	57.5% Supplement
24 years	Not less than 10 years	60% Supplement
25 years	Not less than 10 years	62.5% Supplement
26 years	Not less than 10 years	65% Supplement
27 years	Not less than 10 years	67.5% Supplement
28 years	Not less than 10 years	70% Supplement
29 years	Not less than 10 years	72.5% Supplement
30 years or more	Not less than 10 years	75% Supplement

Effective 7/1/2024

SECTION 2. RETIREMENT BENEFITS

The County will make retirement benefits available to its regular employees. Such benefits will be made available through the North Carolina Local Governmental Employee's Retirement System. All regular employees shall be required to join and contribute the required amount (set by the Retirement System) to the Retirement System as a condition of employment.

SECTION 3. WORKERS' COMPENSATION BENEFITS

County employees are fully covered by the North Carolina Workers' Compensation Act. Workers' compensation provides coverage to all employees for medical expenses and lost time from work due to work related injuries or illnesses. Any employee who is injured on the job must promptly report this injury to the immediate supervisor, Department Head and **Human Resources** ~~the Personnel Office~~. Failure to do so may result in the appropriate Worker's Compensation report not being filed in accordance with the law, which may jeopardize an employee's right to benefits in connection with the injury or illness. (See Article VII, Section 16)

SECTION 4. LONGEVITY COMPENSATION

Longevity pay is given to regular, full-time and part-time benefited employees with one month or more employment with Watauga County. Years of service are computed as of November 30th of the current year and based on total ~~continuous~~ creditable service under the North Carolina Local Government Employees' Retirement System and/or Teacher's and State Employees Retirement System. Eligible Service time ~~will include continuous years of total creditable~~ service within the NC Retirement Systems, ~~including all legacy service and completed service purchases, only excluding withdrawn service time and breaks in service from the NC Retirement System. with less than one year break in service.~~ Payroll will process longevity payments based on confirmed total creditable service calculated from pension start dates and include additional service purchased only after the first point of notification by the employee. Longevity compensation is not a guaranteed benefit and will only be made contingent upon approval by the Watauga County Commissioners. Payments will be made as follows:

Length of Service	Amount of Payment
1 month but less than 5 years	\$100.00
5 but less than 10 years	1.0% of Annual Salary
10 but less than 15 years	1.5% of Annual Salary
15 but less than 20 years	2.0% of Annual Salary
20 but less than 25 years	2.5% of Annual Salary
25 years or more	3.0% of Annual Salary

Effective 07/01/2024

SECTION 5. SUPPLEMENTAL RETIREMENT INCOME PLANS AVAILABLE TO LAW ENFORCEMENT OFFICERS

A. Supplemental Retirement Income Plan

All law enforcement officers automatically become a member of the Supplemental Retirement Income Plan (401K), on the date of hire, provided the officer has the full power of arrest with the primary duty of enforcing criminal laws.

B. Special Separation Allowance

The County provides for a special separation allowance for law enforcement officers, as prescribed by G.S. 128-21 (11b) and 143-166.42 and subject to the following conditions:

1. The officer shall have completed 30 or more years of creditable service, or have attained 55 years of age and complete five or more years of creditable service; and
2. Not have attained 62 years of age;
3. Have completed at least five years of continuous service as a law enforcement officer immediately preceding a service retirement, as defined by G.S. 143-166.41(a)(3) and 143-166.41(b); and
4. The law enforcement officer, after separation from employment with the County, notifies the County of any new employment, including the nature and extent of the employment, or any other change of employment status within five (5) days of the new employment or employment change.

The County shall cease payment of special separation allowance benefits to any retired law enforcement officer receiving benefits upon any of the following:

1. The recipient's death;
2. The last day of the month during which the recipient attains 62 year of age; or
3. the recipient's first day of employment as a sworn law enforcement officer with any subsequent federal, state, or local governmental employer, provided that the retiree's subsequent employer participates in a government-sponsored retirement system, including without limitation any of the following:
 - a. North Carolina State Teachers' and State Employees' Retirement System;
 - b. North Carolina Local Government Employees' Retirement System;
 - c. Federal Employees' Retirement System;
 - d. Civil Service Retirement System;
 - e. Any other state or local governmental retirement system outside the State of North Carolina;
 - or
 - f. Foreign governmental retirement systems.

The sole exception to this policy shall be if the recipient returns to work for Watauga County as a part-time, temporary law enforcement officer at the hourly pay rate established in the part-time pay and classification system.

After termination of special separation allowance payments under this Ordinance, such benefits shall not reinitiate upon a change in circumstances of the retired employee.

SECTION 6. OTHER FLEXIBLE BENEFITS

Additional deductions and benefits may be allowed at the option of the employer. Such deductions and benefits may include, but are not limited to: various supplemental medical insurance policies, term life insurance, retirement death benefit, short and long-term disability, local government credit union, direct deposit, payroll savings, deferred compensation plans, longevity compensation, and the Employee Assistance Program.

ARTICLE XI. PERSONNEL RECORDS AND REPORTS

SECTION 1. PERSONNEL RECORDS MAINTENANCE

The ~~Human Resources Office Personnel-office~~ will maintain such personnel records as are necessary for the proper administration of the personnel system. Only information that is relevant for personnel administration shall be maintained in County personnel records.

SECTION 2. INFORMATION OPEN TO THE PUBLIC

The following information on each County employee is public information:

- A. Name;
- B. Age;
- C. Date of original employment or appointment to County services;
- D. Current position title;
- E. Current salary;
- F. Date and amount of most recent change in salary;
- G. Date of most recent promotion, demotion, transfer, suspension, separation, or other change in position classification; and
- H. Office to which the employee is currently assigned.

SECTION 3. ACCESS TO PERSONNEL RECORDS

As required by G.S. 153A-98, any person may have access to the information listed in Section Two (2) of this article, for the purpose of inspection, examination, and copying, during the regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Board of Commissioners may adopt. Upon request, records of disclosure shall be made available to the employee to whom it pertains.

SECTION 4. CONFIDENTIAL INFORMATION

All information contained in a County employee's personnel file, other than the information listed in Section Two (2) of this Article, will be maintained as confidential in accordance with the requirement of G.S. 153A-98 and shall be open to public inspection only in the following instances:

- A. The employee or their duly authorized agent may examine all portions of their personnel file, except,
 - 1. letters of reference solicited prior to employment, and
 - 2. information concerning a medical disability, mental or physical, that a prudent physician would not divulge to his patient.
- B. A licensed physician designated in writing by the employee may examine the employee's medical record.

- C. A County employee having supervisory authority over another employee may examine all material in the employee's personnel file.
- D. By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
- E. An official of any agency of the State or Federal government, or any political subdivision of the State, may inspect any portion of a personnel file when such information is deemed by the County Manager or his/her designee to be necessary and essential to the pursuance of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee or for the purpose of assisting in an investigation of the employee's tax liability.
- F. Each individual requesting access to confidential information will be required to submit satisfactory proof of identity.

SECTION 5. RECORDS OF FORMER EMPLOYEES

The provisions for access to records apply to former employees as they apply to present employees. It is the County's policy to give only name, salary and dates of employment for reference checks.

SECTION 6. REMEDIES OF EMPLOYEES OBJECTING TO MATERIAL IN FILE

An employee who objects to material in their file may place in their file a statement relating to the material they consider to be inaccurate or misleading. The employee may seek the removal of such material in accordance with established grievance procedure.

SECTION 7. PENALTY FOR PERMITTING ACCESS TO CONFIDENTIAL FILE BY UNAUTHORIZED PERSONS

G.S. 153A-98 provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined an amount not to exceed five (5) hundred dollars (\$500.00).

SECTION 8. PENALTY FOR EXAMINING AND/OR COPYING CONFIDENTIAL MATERIAL WITHOUT AUTHORIZATION

G.S. 153A-98 provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be fined in the discretion of the court, but not in excess of five hundred dollars (\$500.00).

SECTION 9. DESTRUCTION OF RECORDS REGULATED

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with G.S. 121-5, without the consent of the State Department of Cultural Resources. Whoever unlawfully

removes a public record from the office where it is usually kept, or whoever alters, defaces, mutilates or destroys it, will be guilty of a misdemeanor and upon conviction shall be fined not less than ten dollars (\$10.00), nor more than five hundred dollars (\$500.00) as provided in G.S. 132-3.

APPENDIX A: WATAUGA COUNTY POSITION CLASSIFICATION PAY PLAN

(Include copy of most recent approved version of the Position Classification Pay Plan on record with any official copy of the Watauga County Personnel Ordinance requested)

APPENDIX B: OBSERVED BEHAVIOR - REASONABLE SUSPICION

Employee:

Name: _____

Observation:

Date: _____ Time: _____ Location: _____

1. PRESENCE OF CONTROLLED SUBSTANCES OR CONTROLLED SUBSTANCE PARAPHERNALIA (Specify): _____

- APPEARANCE:**
- | | | |
|---|--|---|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Flushed | <input type="checkbox"/> Puncture Marks |
| <input type="checkbox"/> Disheveled | <input type="checkbox"/> Bloodshot Eyes | <input type="checkbox"/> Tremors |
| <input type="checkbox"/> Profuse Sweating | <input type="checkbox"/> Runny Nose/Sores | <input type="checkbox"/> Dry Mouth Symptoms |
| <input type="checkbox"/> Pupils Dilated/Constricted | <input type="checkbox"/> Inappropriate Wearing of Sunglasses | |
| <input type="checkbox"/> Other: _____ | | |

3. BEHAVIOR:

- Speech:
- | | | | |
|---------------------------------------|-------------------------------------|-------------------------------------|---------------------------------|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Incoherent | <input type="checkbox"/> Slurred | <input type="checkbox"/> Silent |
| <input type="checkbox"/> Confused | <input type="checkbox"/> Slowed | <input type="checkbox"/> Whispering | |
| <input type="checkbox"/> Other: _____ | | | |

- Awareness:
- | | | | |
|---|-----------------------------------|--------------------------------------|-----------------------------------|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Confused | <input type="checkbox"/> Mood Swings | <input type="checkbox"/> Euphoria |
| <input type="checkbox"/> Lethargic | <input type="checkbox"/> Paranoid | <input type="checkbox"/> Disoriented | |
| <input type="checkbox"/> Lack of Coordination | | | |
| <input type="checkbox"/> Other: _____ | | | |

4. MOTOR SKILLS:

- Balance:
- | | | | |
|---------------------------------------|----------------------------------|----------------------------------|-------------------------------------|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Swaying | <input type="checkbox"/> Falling | <input type="checkbox"/> Staggering |
| <input type="checkbox"/> Other: _____ | | | |

- Walking & Turning:
- | | | |
|---------------------------------------|----------------------------------|--|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Swaying | <input type="checkbox"/> Arms Raised for Balance |
| <input type="checkbox"/> Stumbling | <input type="checkbox"/> Falling | <input type="checkbox"/> Reaching for Support |
| <input type="checkbox"/> Other: _____ | | |

OTHER OBSERVED ACTIONS or BEHAVIOR (Specify):

Witnessed By:

_____ am/pm
(Signature) (Title) (Date) (Time)

_____ am/pm
(Signature) (Title) (Date) (Time)

This document must be prepared and signed by the witnesses within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier. - 49 CFR 391.99(d)

Return original to **Human Resources Personnel** Department

APPENDIX C: AUTHORIZATION FOR USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

New River Behavioral Healthcare

This form implements the requirements for client authorization to use and disclose health information protected by the federal health privacy law (45 C.F.R. parts 160, 164), the federal drug and alcohol confidentiality law (42CFR, part 2) and state confidentiality law governing mental health, developmental disabilities, and substance abuse services (GS 122C)

Client Name: _____ Client ID: _____ Date of Birth: _____

I hereby authorize: Watauga County

To Disclose and/or Share Protected Health Information with _____

The following protected information: _____
(Provide a specific and meaningful description of the information to be used or disclosed)

The Purpose of & Disclosure: _____

REDISCLASURE

Once information is disclosed pursuant to this signed authorization, I understand that the federal health privacy law (45 C.F.R. Part 164) protecting health information may not apply to the recipient of the information and, therefore, may not prohibit the recipient from redisclosing it. Other laws, however, may prohibit redisclosure. When this agency discloses mental health and developmental disabilities information protected by state law (G.S. 122C) or substance abuse treatment information protected by federal law (42 C.F.R. Part 2), it must inform the recipient of the information that redisclosure is prohibited except as permitted or required by these two laws. New River Behavioral HealthCare's Notice of Privacy Practices describes the circumstances when disclosure is permitted or required by these laws.

EXPIRATION AND REVOCATION

I understand that, with certain exceptions, I have the right to revoke this authorization anytime. [If I want to revoke this authorization, I must do so in writing.] The procedure for how I may revoke this authorization, as well as the exceptions to my right to revoke, are explained in New River Behavioral HealthCare's Notice of Privacy Practices, a copy has been provided to me.

If not revoked earlier, this authorization expires automatically upon _____ or one year from the date it is signed, which ever is earlier.

NOTICE OF VOLUNTARINESS

I understand that I may refuse to sign this authorization form. If I choose not to sign this form, I understand that New River Behavioral HealthCare cannot deny or refuse to provide treatment, payment enrollment in a health plan, or eligibility for benefits due to my refusal to sign. A readable photocopy or fax of this authorization shall have the same force and effect as this original.

SIGNATURES

Signature of Client or Legally Responsible Person: _____ Date: _____

Specify Relationship to Consumer and Print Name in Full: _____

Additional Signature of Child or Parent, if needed: _____

Witness (optional): _____ Date: _____

Copy given to Consumer Consumer declined copy

New River Behavioral Healthcare reserves the right to revise, amend, supplement, and/or rescind this form, or portion thereof as it deems appropriate, in its sole and absolute discretion.

APPENDIX D: WATAUGA COUNTY REINSTATEMENT AGREEMENT

I acknowledge my history as a substance abuser. I recognize my obligation to meet the requirements of the County of Watauga to maintain eligibility for employment. Therefore, I agree to abstain from further substance abuse. Further, I agree, when requested by County officials to submit to random drug tests for a period of at least five years from: _____ the date of my reinstatement

I understand that refusal, failure to cooperate with the specimen collection, or a positive finding on a test shall be cause for immediate discharge from employment.

I understand and agree to the above terms and conditions of reinstatement and continued employment.

Employee: _____
(Please print)

~~Social Security Number: _____~~

Employee Signature: _____

Date: _____

Return original to ~~Human Resources~~ **Personnel Office**

APPENDIX E: EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER FMLA

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or

~~on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.~~

Substitution of Paid Leave for Unpaid Leave

~~Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.~~

Employee Responsibilities

~~Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.~~

~~Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.~~

Employer Responsibilities

~~Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.~~

~~Covered employers must inform employees if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA protected, the employer must notify the employee.~~

Unlawful Acts by Employers

~~FMLA makes it unlawful for any employer to:~~

- ~~• Interfere with, restrain, or deny the exercise of any right provided under FMLA;~~
- ~~• Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.~~

Enforcement

~~An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.~~

~~FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.~~

~~**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**~~

ADOPTED this the _____ day of October, 2024.

BOARD OF COMMISSIONERS FOR THE COUNTY OF WATAUGA

by: _____
Larry Turnbow, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

[SEAL]

AGENDA ITEM 17:**MISCELLANEOUS ADMINISTRATIVE MATTERS***D. Boards and Commissions***MANAGER'S COMMENTS:***Watauga County Library Board*

The Watauga County Library Board recommends the appointment of Ms. Cheryl Angel to replace Ms. Sandi Basil who resigned. Since Ms. Basil's term expired in August, if appointed, Ms. Angel would begin her first term when appointed and it would expire in 2027. This is a first reading and, therefore, no action is required at this time.

Recreation Commission

Mr. Bob Pudney, Beech Mountain Town Manager, has recommended the appointment of Mr. Sean Royall as the Town's representative on the Watauga County Recreation Commission. If appointed, Mr. Royall's term would end in 2027. This is a first reading and, therefore, no action is required at this time.



September 5, 2024

Mr. Larry Turnbow, Chair
Watauga County Board of Commissioners
Administrative Building, Suite 205
814 West King Street
Boone, NC 28607

Dear Mr. Turnbow:

At a regular board meeting by the Watauga County Library Board on September 5, 2024, board members voted unanimously to recommend to Watauga County Commissioners that Cheryl Angel be appointed to the Watauga County Library Board for a first term. Sandi Basil resigned from the board this week and her first term expired in August. Cheryl would be filling this now expired spot, effective in September serving her first term.

Cheryl has been on the Western Watauga Friends Board for several years and is now President. She has been invaluable as a library supporter and assisted us with grant writing. We are excited to have her as a regular board member.

Please approve this recommendation from the library board and notify Cheryl and me of this reappointment. Thanks to you and all the commissioners for your continued support of the library. Cheryl resides at 3815 Andy Hicks Road, Banner Elk, NC 28604.

Sincerely,

Patricia Swartzbaugh
Watauga County Library Board Chair

cc: Monica Caruso
Watauga County Librarian

cc: Tammy Holston, Interim Director of Libraries



WATAUGA COUNTY PARKS & RECREATION

091724 BCC Meeting

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



www.wataugacounty.org

To: Watauga County Board of Commissioners
From: Keron J Poteat, Director, Watauga County Parks & Recreation
Date: Tuesday, September 10, 2024
Subject: Beech Mountain Representative for Recreation Commission

Mr. Bob Pudney, Town Manager for the Town of Beech Mountain, has recommended Mr. Sean Royall as representation on the Watauga County Parks & Recreation Commission.

With approval of Mr. Royall's representation, this will fulfill all current seats on the Recreation Commission. See attached roster for terms and expirations.

Staff requests waiving the first reading, and approving Mr. Royall to the Recreation Commission Board.

Thank you in advance for your consideration.

WATAUGA COUNTY RECREATION COMMISSION

Watauga County — *Nine (9) members: Eight (8) representatives from each elementary school district, plus one (1) member of the Board of Commissioners.*

MEMBER	APPOINTMENT DATE	TERM EXPIRATION	REPRESENTING
Jason Eldreth	5/16/23	2027	Bethel
Pamela Cline	8/20/24	2026	Blowing Rock
Chad Hicks	3/5/24	2027	Cove Creek
Denny Norris	5/16/23	2027	Green Valley
Brittany Bolick	5/16/23	2025	Hardin Park
Elin Reuben	3/5/24	2027	Mabel
Gene Swift	5/16/23	2027	Parkway
Sam Painter	5/16/23	2025	Valle Crucis
Ray Russell	Annually/Elected	Annually/Elected	Watauga County BoC

Town of Boone — *Four (4) Members: Three (3) Town of Boone at large representatives plus one (1) member of the Boone Town Council.*

MEMBER	APPOINTMENT DATE	TERM EXPIRATION	REPRESENTING
Kalie Eppley	5/16/23	2026	Boone At Large
Jeannine Underdown Collins	5/16/23	2026	Boone At Large
Roachel Laney	3//24	2027	Boone At Large
Virginia Roseman	Annually/Elected	Annually/Elected	Boone Town Council

Town of Blowing Rock — *Two (2) members: One (1) Town of Blowing Rock at large member plus one (1) member of the Blowing Rock Town Council.*

MEMBER	APPOINTMENT DATE	TERM EXPIRATION	REPRESENTING
Wendell Ellis	8/20/24	2027	Blowing Rock At Large
Doug Matheson	Annually/Elected	Annually/Elected	Blowing Rock Town Council

Other Municipalities — *Representation is subject to recommendation of the Parks and Recreation Commission and approval by the Watauga County Commissioners. One (1) at large representative per municipality.*

MEMBER	APPOINTMENT DATE	TERM EXPIRATION	REPRESENTING
Sean Royall	On Agenda for Approval	2027	Town of Beech Mountain
Ron Henries	Annual Appointment	Annual Appointment	Board of Elections
Kevin Roeder	8/20/24	2027	Town of Seven Devils
Joy James	5/16/23	2026	Appalachian State University

AGENDA ITEM 17:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Announcements

MANAGER’S COMMENTS:

The High Country Council of Governments’ 49th Annual Banquet is scheduled for Friday, October 4, 2024, from 6:00 to 9:00 P.M. in the Grandview Ballroom at The Northwest End Zone, Appalachian State University.

The North Carolina Association of County Commissioners (NCACC) sent a reminder encouraging all Commissioners to Vote on NCACC Legislative Goals During Upcoming Steering Committee Meetings. Please see the information included in the packet. The email was also forwarded to the Board so you have access to all of the links.



Event Details

Cost

\$50.00 Per Person

Date and Location

Friday, October 4, 2024

Grandview Ballroom
The Northwest Endzone
Appalachian State University
135 Jack Branch Drive
Boone, NC 28607

RSVP Deadline

September 20, 2024

Schedule of Events

Reception (Cash Bar)

6:00 - 7:00pm

Presentation of Awards

7:00 - 7:30pm

Buffet Dinner

7:30 - 8:30pm

Networking

8:30 - 9:00pm

Important Information

- ♦ Refunds can be given if cancellations are provided prior to RSVP deadline of September 20, 2024.
- ♦ If your guest is not being paid for by your local government entity or organization, please remit payment with RSVP.
- ♦ We are unable to accept payments of any kind at the door.
- ♦ Cash bar during reception accepts Mastercard & Visa only.
- ♦ Parking attendant will direct you to a handicap accessible parking area, the drop-off lane, or the general parking.
- ♦ Directions: From Rivers Street, turn onto Stadium Drive, then turn right onto Jack Branch Drive, go straight until you see the parking attendant.
- ♦ Questions? Please contact Victoria at 828-265-5434 x.101 or voxentine@hccog.org.



Anita.Fogle

From: NCACC Communications <communications@ncacc.org>
Sent: Wednesday, September 11, 2024 5:12 PM
To: Anita.Fogle
Subject: Reminder :: All Commissioners Encouraged to Vote on NCACC Legislative Goals During Upcoming Steering Committee Meetings

[View email in browser](#)

**North Carolina Association
of County Commissioners**

Reminder :: All Commissioners Encouraged to Vote on NCACC Legislative Goals During Upcoming Steering Committee Meetings

NCACC's seven [steering committees](#) assist the Board of Directors in setting policy for the Association in the areas of agriculture, environment, general government, health and human services, justice and public safety, public education, and tax and finance.

This year, the steering committees are tasked with reviewing legislative goals proposals and voting on proposals to determine if they will move forward in the process. Members are encouraged to participate in this incredibly important step of the legislative goals setting process.

The first steering committee meetings ([click zoom links below to register and attend](#)) will be held virtually and dedicated to reviewing, amending and voting on legislative goals proposals submitted by Boards of Commissioners over the last four months. You can read more about NCACC's legislative goals process [here](#).

Register to Attend Steering Committee Meetings (Virtual)

[Please Register by Clicking Zoom Links](#)

- Wednesday, Sept. 18, 2-4 p.m. — [Tax & Finance](#)
- Monday, Sept. 23, 3-5 p.m. — [Health & Human Services](#)
- Tuesday, Sept. 24, 10 a.m. - 12 p.m. — [Public Education](#)
- Tuesday, Sept. 24, 2-4 p.m. — [Agriculture](#)
- Wednesday, Sept. 25, 10 a.m. - 12 p.m. — [Environment](#)
- Wednesday, Sept. 25, 2-4 p.m. — [General Government](#)
- Thursday, Sept. 26, 10 a.m. - 12 p.m. — [Justice & Public Safety](#)

For information about the (virtual) steering committee meetings, please send an email to steeringcommittees@ncacc.org.

THANK YOU for all you do for North Carolina counties!



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

This email was sent to anita.fogle@watgov.org

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