TENTATIVE AGENDA & MEETING NOTICE BOARD OF COUNTY COMMISSIONERS

TUESDAY, SEPTEMBER 21, 2021 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 7, 2021, Regular Meeting September 7, 2021, Closed Session		1
	3	APPROVAL OF THE SEPTEMBER 21, 2021, AGENDA		9
	4	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	Ms. Jennifer Greene	11
5:35	5	WATAUGA COUNTY LIBRARY MATTERS A. Annual Report B. Proposed Update of Interlocal Agreement for Appalachian Regional Library	Ms. Jane Blackburn	13 57
5:40	6	PROPOSED APPALCART RURAL OPERATING ASSISTANCE PROGRAM (ROAP) GRANT APPLICATION	Mr. Craig Hughes	69
5:45	7	PROPOSED APPROPRIATION OF STATE FUNDS FOR SENIOR CENTERS	Ms. Angie Boitnotte	77
5:50	8	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	Mr. Larry Warren	95 97
5:55	9	BUDGET AMENDMENTS	Ms. MISTY WATSON	117
6:00	10	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Daymark Lease Renewal B. Boards and Commissions C. Announcements	Mr. Deron Geouque	121 135 137
6:05	11	PUBLIC COMMENT		139
7:05	12	Break		139
7:10	13	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		139
7:30	14	Adjourn		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

September 7, 2021, Regular Meeting September 7, 2021, Closed Session



MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS TUESDAY, SEPTEMBER 7, 2021

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, September 7, 2021, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Welch called the meeting to order at 5:34 P.M. The following were present:

PRESENT: John Welch, Chairman

Billy Kennedy, Vice-Chairman Carrington Pertalion, Commissioner

Larry Turnbow, Commission Charlie Wallin, Commissioner Andrea Capua, County Attorney Deron Geouque, County Manager Anita J. Fogle, Clerk to the Board

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

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the August 17, 2021, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the August 17, 2021, regular meeting minutes as presented.

VOTE: Aye-5 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the August 17, 2021, closed session minutes as presented.

VOTE: Aye-5 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the September 7, 2021, agenda.

Chairman Welch recommended adding the introduction of Mr. Dustin Burleson to the agenda.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the September 7, 2021, agenda as amended.

VOTE: Aye-5 Nay-0

INTRODUCTION OF MR. DUSTIN BURLESON

Mr. Dustin Burleson introduced himself to the Board as the Community Relations Regional Director with Vaya Health and stated that he looked forward to bringing future updates regarding operations as well as the ongoing merger with Cardinal Health.

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

Ms. Jennifer Greene, AppHealthCare Director, provided an update on the Coronavirus (COVID-19). The report was for information only and, therefore, no action was required.

PROPERTY TAX APPEAL

Mr. Larry Warren, Tax Administrator, presented an application for property tax exemption that was denied due to untimely filing. The property was purchased by High Country Community Health in August of 2020. An application for exemption was not filed until August of 2021. The property was located on State Farm Road and formerly housed Boone Urology. Mr. Warren recommended allowing the exemption.

Ms. Alice Salthouse, CEO of High Country Community Health, stated that, as a non-profit organization, the building was purchased through an USDA loan and the organization was asking to be exempt for 2021. 2020 taxes would have been pro-rated and paid at the time of the purchase.

Commissioner Pertalion, seconded by Vice-Chairman Kennedy, moved to accept the application for exemption.

VOTE: Aye-5 Nay-0

TRANSFER STATION IMPROVEMENTS PROJECT – PADCO CHANGE ORDER # 1

Mr. Rex Buck, Operations Services Director, presented Change Order # 1 regarding the transfer station improvement project. The change order was in the amount of \$39,752 and was necessitated by the relocation of a water and sewer line that were not indicated on previous as-builts. Adequate funds were budgeted to cover the expense. Due to time constraints, staff authorized the Change Order.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to accept the change order from PADCO Excavating Inc. in the amount \$39,752 for Transfer Station Improvements as presented by Mr. Buck.

VOTE: Aye-5 Nay-0

EMERGENCY SERVICES MATTERS

A. Proposed Priority Dispatch License Renewal

Mr. Will Holt, Emergency Services Director, presented a proposed renewal of the Priority Dispatch software license for \$16,800. The software was used for processing of Fire, EMS and Law Enforcement calls with a nationally recognized list of questions that allow for standardization and prioritization of emergency calls. The cost of the software would be 100% funded by 911 surcharge funds.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the contract renewal with Priority Dispatch software license in the amount of \$16,800 as presented by Mr. Holt.

VOTE: Aye-5 Nay-0

B. Replacement Truck Purchase Request

Mr. Holt requested approval of the purchase of a F-250 4x4 pickup truck in the amount of \$34,539 from Modern Ford and the emergency upfit in the amount of \$11,806.42 from Global Public Safety, LLC. Adequate funds were budgeted to cover the expense.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the purchase of a F-250 4x4 pickup truck in the amount of \$35,581.17 (including tax and tag) from Modern Ford and approve the emergency upfit in the amount of \$11,806.42 from Global Public Safety, LLC.

VOTE: Aye-5 Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Easement for Hunting Hills Lane Bridge Replacement

County Manager Geouque stated that Watauga County and the Town of Boone jointly own the National Guard Armory Building located adjacent to the Hunting Hills Lane bridge which was in order to be replaced. The County Manager presented a Temporary Construction Easement as requested by the North Carolina Department of Transportation (NCDOT) for the Armory property as needed for the project.

Commissioner Turnbow, seconded by Commissioner Pertalion, moved to grant the temporary easement to NCDOT for the Armory property

VOTE: Aye-5 Nay-0

B. State Highway Patrol Lease Renewal

County Manager Geouque stated that the lease for office space at the Law Enforcement Center for the North Carolina State Highway Patrol (NCSHP) was scheduled for renewal. The requested renewal amount was the same rate as the current amount of \$4,560 annually. The term of the lease was for a three (3) year period commencing on July 1, 2021 and ending June 30, 2024.

County Attorney Capua questioned whether there had been issues with the lease in previous years and County Manager Geouque stated that there had been no issues.

Commissioner Wallin, seconded by Commissioner Turnbow, moved to approve, contingent upon County Attorney review, the lease with the North Carolina State Highway Patrol (NCSHP) from July 1, 2021 to June 30, 2024.

VOTE: Aye-5 Nay-0

C. Boards and Commissions

County Manager Geouque presented the following for consideration:

Valle Crucis Historic Preservation Commission

Mr. Allen Culler has resigned his seat on the Valle Crucis Historic Preservation Commission (VCHPC). The VCHPC consists of five members. Three must reside in the District and two must be members of the Valle Crucis Community Council; however, residence within the District was not required for those two seats. Mr. Culler filled one of the two Community Council seats. Mr. Scott Jensen, a member of the Community Council, was interested in being appointed in Mr. Culler's place. Time was of the essence for this appointment in order for the VCHPC to have full membership to consider the upcoming application for Certificate of Appropriateness for the new Valle Crucis School.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to waive the second reading and appoint Mr. Scott Jensen as presented.

VOTE: Aye-5 Nay-0

Watauga County Public Library

The Watauga County Library Board recommended Ms. Patricia Swartzbaugh be appointed to a first term to replace Ms. Ala Sue Moretz who just finished her second term.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to waive the second reading and appoint Ms. Patricia Swartzbaugh as presented.

VOTE: Aye-5 Nay-0

Social Services Advisory Board

The Social Services Advisory Board recommended the appointment of Ms. Reagan Breitenstein for a four-year term to replace Ms. Sharon Breitenstein.

Commissioner Wallin, seconded by Commissioner Turnbow, moved to waive the second reading and appoint Ms. Reagan Breitenstein as presented.

VOTE: Aye-5 Nay-0

D. Announcements

County Manager Geouque announced the following:

- The High Country Council of Governments' 46th Annual Banquet scheduled for Friday, September 10, 2021, has been cancelled due to the COVID pandemic.
- The Caldwell Community College & Technical Institute (CCC&TI) Board of Trustees invite the Board of Commissioners to join the Wednesday, September 15, 2021, Board of Trustees meeting at 6:00 P.M. at the new Student Services Center building located at the Watauga Campus in Boone.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 6:18 P.M., Commissioner Wallin, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to resume the open meeting at 7:42 P.M.

VOTE: Aye-5 Nay-0

ADJOURN

Commissioner Wallin, seconded by Commissioner Pertalion, moved to adjourn the meeting at 7:42 P.M.

VOTE: Aye-5 Nay-0

John Welch, Vice-Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE SEPTEMBER 21, 2021, AGENDA

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AGENDA ITEM 4:

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

MANAGER'S COMMENTS:

Ms. Jennifer Greene, AppHealthCare Director, will provide an update on the Coronavirus (COVID-19).

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

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AGENDA ITEM 5:

LIBRARY MATTERS

MANAGER'S COMMENTS:

A. Annual Report

Ms. Jane Blackburn, Director of Libraries, Appalachian Regional Library, will present the Watauga County Public Library Annual Report.

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

APPALACHIAN REGIONAL LIBRARY 2020-2021

Ashe, Wilkes, and Watauga Counties

ARL'S NEW FIVE YEAR PLAN

2021-2026

LIVE A LARGER LIFE @ARL

Our New Mission Statement

ARL's mission is to nurture individual and community growth through free and equal access to resources for reading, thinking, learning, and living.

4 REGIONAL GOALS

- Become Known as the Gateway and Centerpiece of our Communities
- Create Innovative Programming, Outreach, and Partnerships
- Deliver Robust Technology and Digital Literacy Programming
- Build High Quality Collections

WATAUGA COUNTY PUBLIC LIBRARY'S GOALS

- Organizational Excellence
- Robust Services to Underserved Communities
- Increased Access and Innovative Programming
- Expansive Print and Digital Collection

ASHE COUNTY PUBLIC LIBRARY'S GOALS

- Become Known as the Gateway and Centerpiece of our Communities
- Create Innovative Programming, Outreach, and Partnerships
- Deliver Robust Technology and Digital Literacy
 Programming
- Build High Quality Collections

WILKES COUNTY PUBLIC LIBRARY'S GOALS

- Community Collaborations and
- Innovative and Relevant Services and Programming
- Technology and Digital Literacy
- Maintain and expand our collections
- Organizational Excellence

2020-2021 STATISTICS

USERS OF OUR LIBRARIES AND SERVICES

20-21		19-20		18-19	
Cardholders - Adults 50,7 - Children 36,7		•	84,281 251 ,030	Cardholders - Adults 47,195 - Children 29,880	
Visitors	172,303	Visitors	285,567	Visitors	405,463
Programs	624	Programs	2,073	Programs	2,546
Program Attendee	s 22,191	Program Attendees	43,703	Program Attendees	48,124
Computer Users	9,751	Computer Users	36,179	Computer Users	53,450
WiFi Users	139,800	WiFi Users	32,653	WiFi Users	38,608
Circulation	436,873	Circulation	445,339	Circulation	605,967





PANDEMIC SERVICES

Unlimited access to thousands of magazines

NEW OR AMPED UP PROGRAMS AND SERVICE DUE TO THE PANDEMIC

- Chat Reference
- •Telephone Reference
- Facebook Programs
- Youtube Programs
- •Live programs presented at outside sites
- Take and Make kits available to children, teens, and adults
- Quarantining of returned materials
- Increased #s of books available through NCKids Digital
- Free access to Ancestry.Lib for patrons at home
- Tumblebooks daily books available for free to patrons at home

- Free online magazines
- Curbside Service
- Virtual Zoom Programs

OUR LIBRARIES

and their proudest moments

WILKES COUNTY PUBLIC LIBRARY

Story Times in Ronda

Expanded Technology

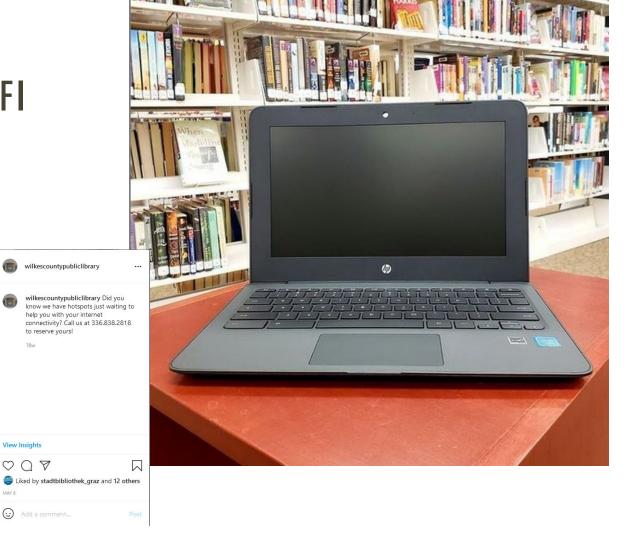
National Poetry Month

Curbside Pick-Up Service

STORY TIME IN RONDA



CHROMEBOOKS HOTSPOTS INCREASED WI-FI

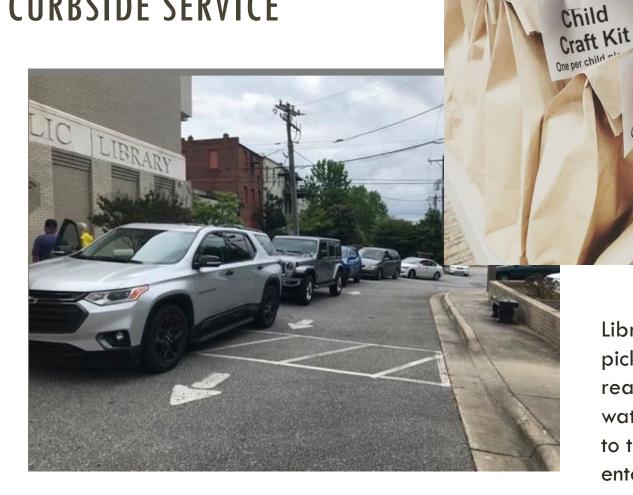


NATIONAL POETRY MONTH

Readings on Wilkes Library YouTube channel by Nicole de Bruijn, Nolan Belk, Annie Woodford, and local poets



CURBSIDE SERVICE



Child

Child

Library patrons picked up books to read, movies to watch, and craft kits to teach and entertain!

Child

Craft Kit

ASHE COUNTY PUBLIC LIBRARY

Weekly activity kits for all ages
Virtual Events
Take Home Tech
Record Number Summer Learning Participants

KITS FOR ALL AGES

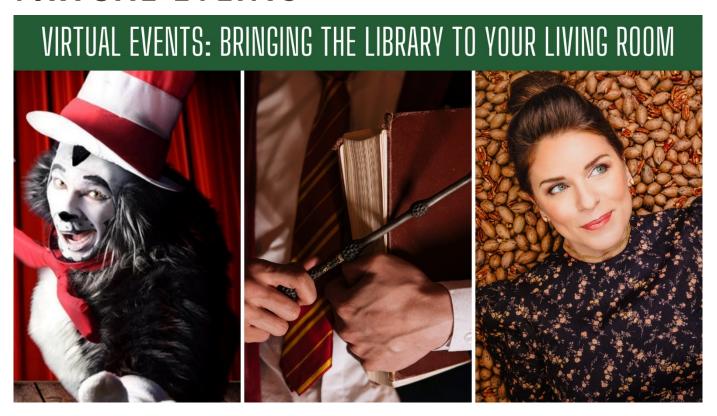


- Weekly activity kits for all ages
- Topics included art, STEM, and animals for kids; detectives, Shakespeare,
 and nature

for teens; and spring cleaning, Jane Austen, and gardening for adults

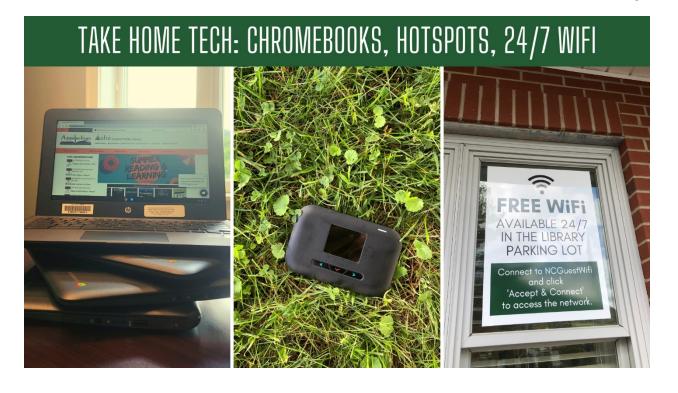
•In fiscal year 2020-21, we gave away over 3000 kits

VIRTUAL EVENTS



In fiscal year 2020-21, the Ashe County Public Library hosted 120 virtual events with around 3000 attendees.

LOVE YOUR LIBRARY



- All hours access to wifi is available in our parking lot, and thanks to grant funding, wifi access points were added to increase coverage.
- Chromebooks are available for check out.
- Wifi hotspots are also available for checkout.

RECORD SUMMER LEARNING NUMBERS



- •331 active participants in the kids program
- 25 active participants in the teen program
- 20 active participants in the adult program.
- Participants earned books and other prizes as well as having the opportunity to attend special events.

WATAUGA COUNTY PUBLIC LIBRARY

Grow with Google mini-grant

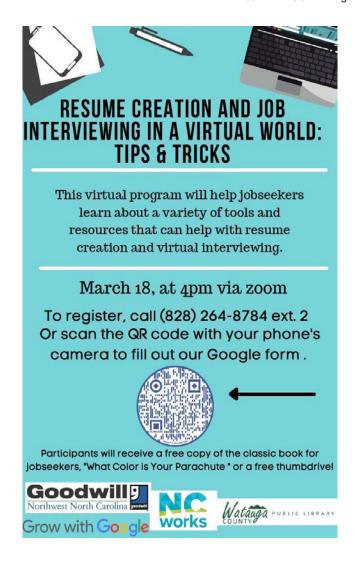
Outdoor Book Scavenger Hunts

NAMI Partnership

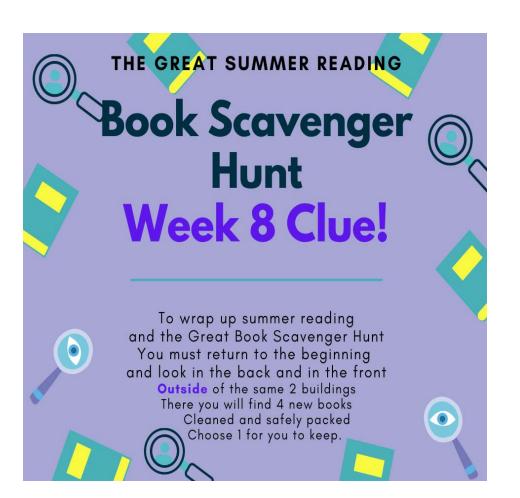
Drive-In Bingo at Western Watauga

GROW WITH GOOGLE MINI-GRANT

- Watauga County Public Library received grant funding through a Grow with Google mini-grant which provided:
 - Job search-related print books and e-books
 - workshop on Resume creation
 - workshop on Job Interviewing in a Virtual World
 - •free resume printing, paper and thumb drives to the job seeker

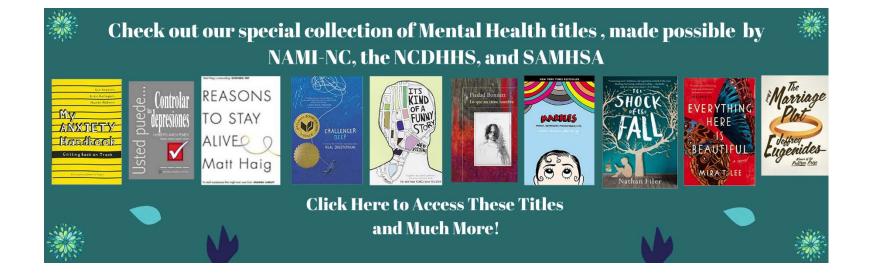


OUTDOOR BOOK SCAVENGER HUNTS





NAMI PARTNERSHIP



Received grant funding through NAMI-State and worked in partnership with NAMI High Country to promote Inclusivity Grant programming and to purchase more mental health books for our collection.

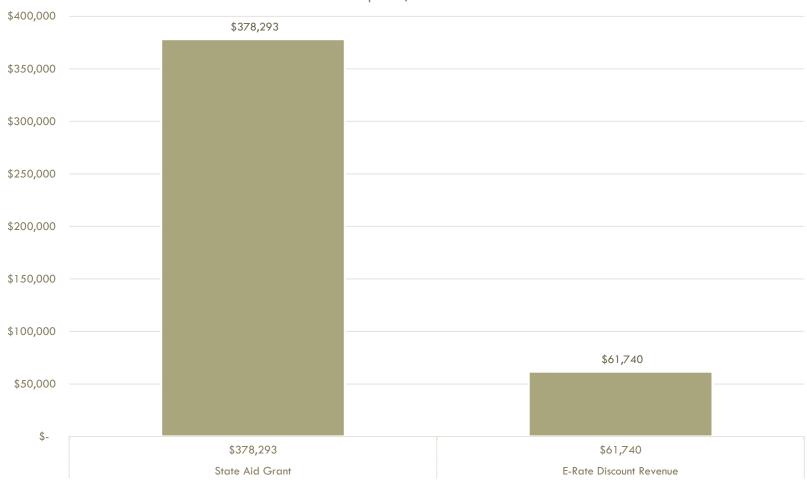
DRIVE-IN BINGO AT WESTERN WATAUGA



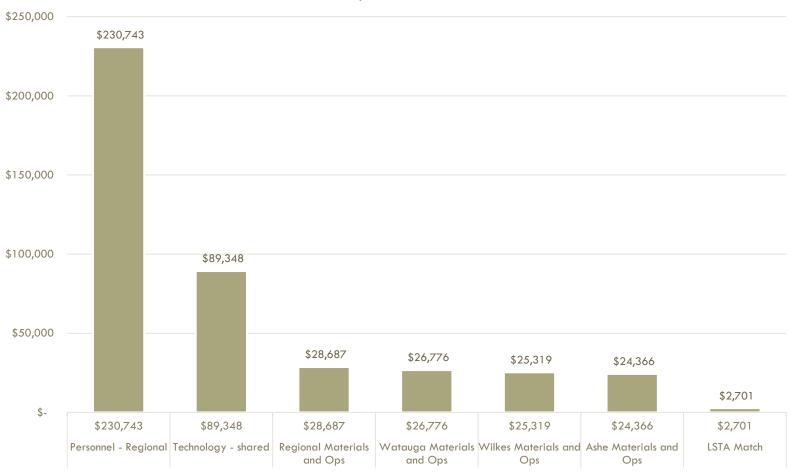




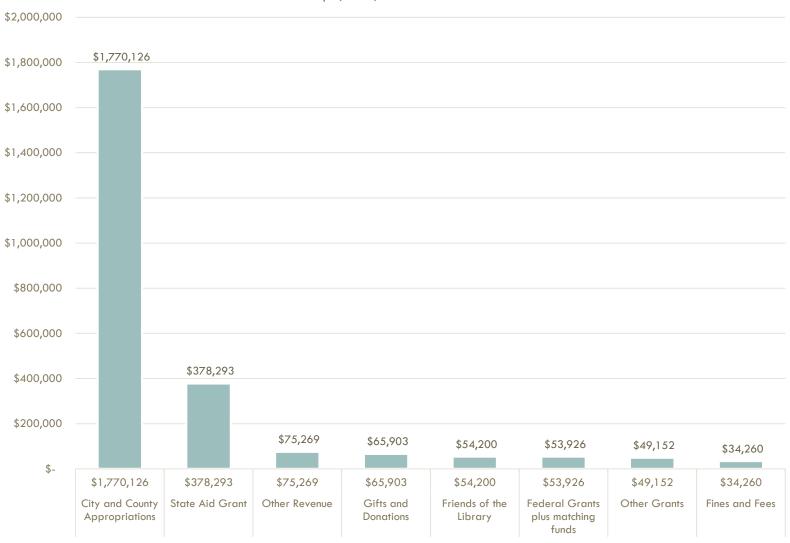
STATE AID REVENUES FOR 2020-21 \$440,033



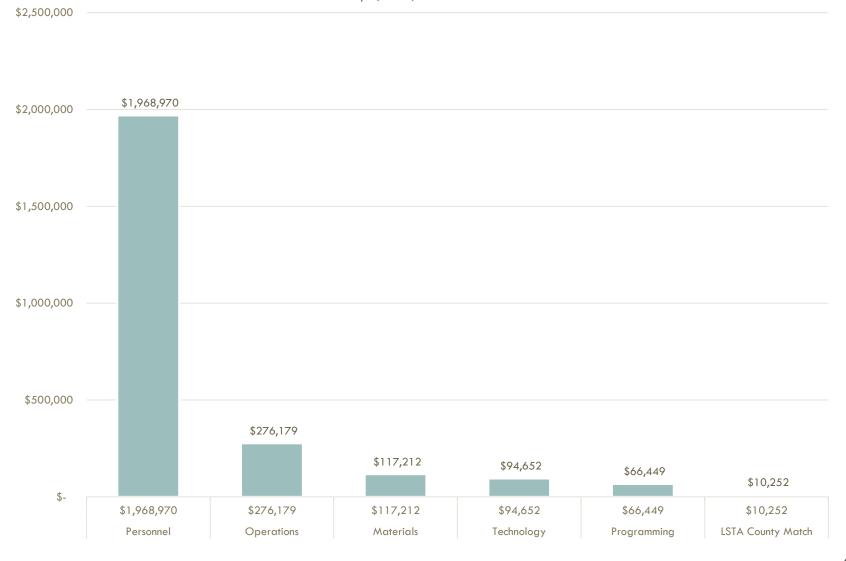
STATE AID EXPENDITURES FOR 2020-21 \$427,940



ARL REVENUES FOR 2020-21 \$2,481,129



ARL EXPENDITURES FOR 2020-21 \$2,533,714



GRANTS for special projects/programs

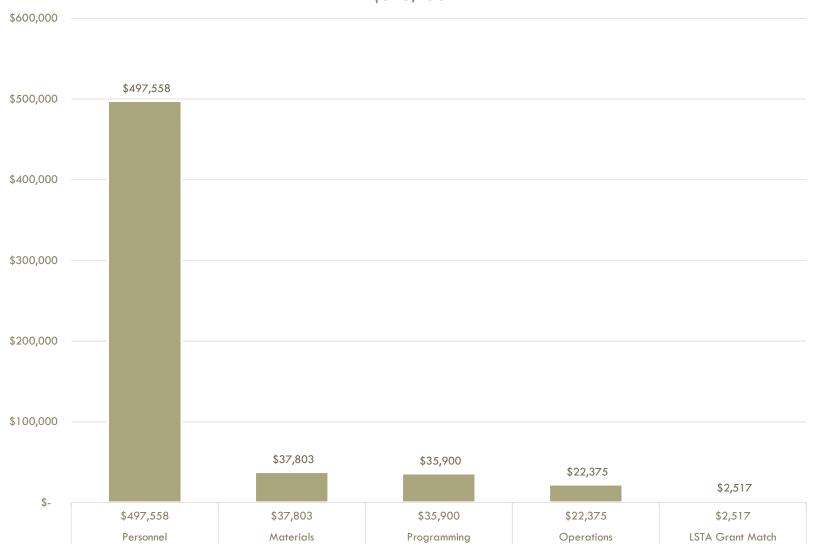
LSTA Planning Grant	\$32,835
NC Humanities Council Grant	\$20,000
LSTA Digital Inclusion Grant	\$10,000
VITA	\$9,000
NC Humanities Council Grants (2)	\$7,000
LSTA COVID mini-grant	\$3,500
NAMI grants (2)	\$2,881
Ashe Co. Community Foundation	\$1,140
Grow with Google	\$1,000
ASU Education Grant	\$500

GRAND TOTAL for 20-21:\$87,856

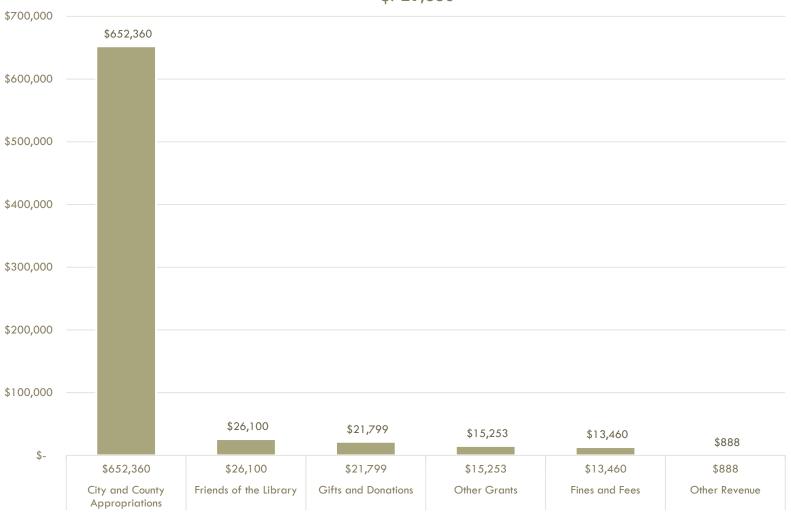
ASHE REVENUES FOR 2020-21 \$556,468



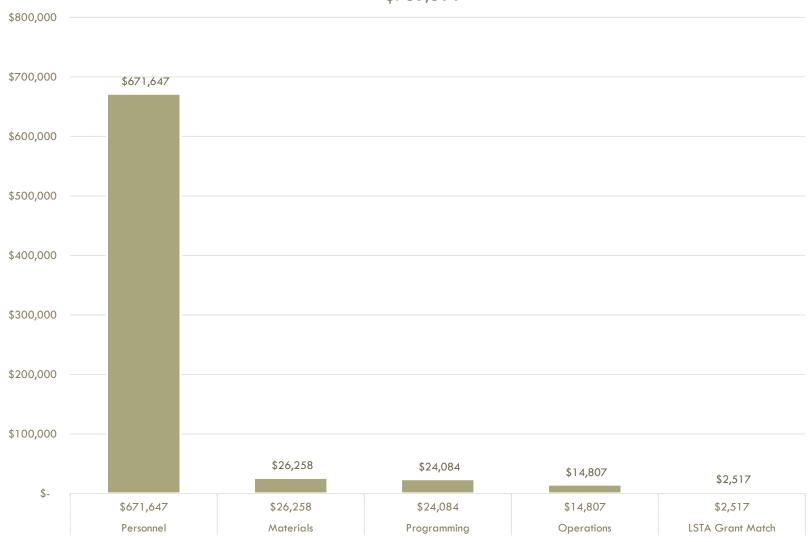
ASHE EXPENDITURES FOR 2020-21 \$596,153



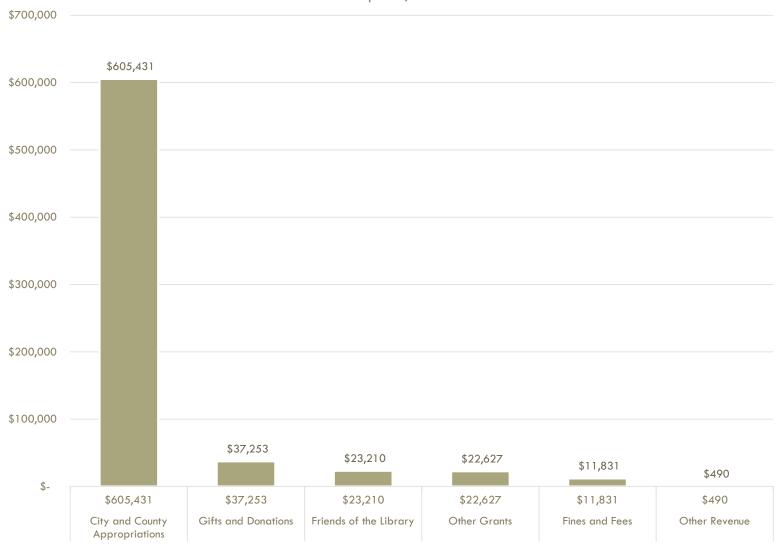
WATAUGA REVENUES FOR 2020-21 \$729,860



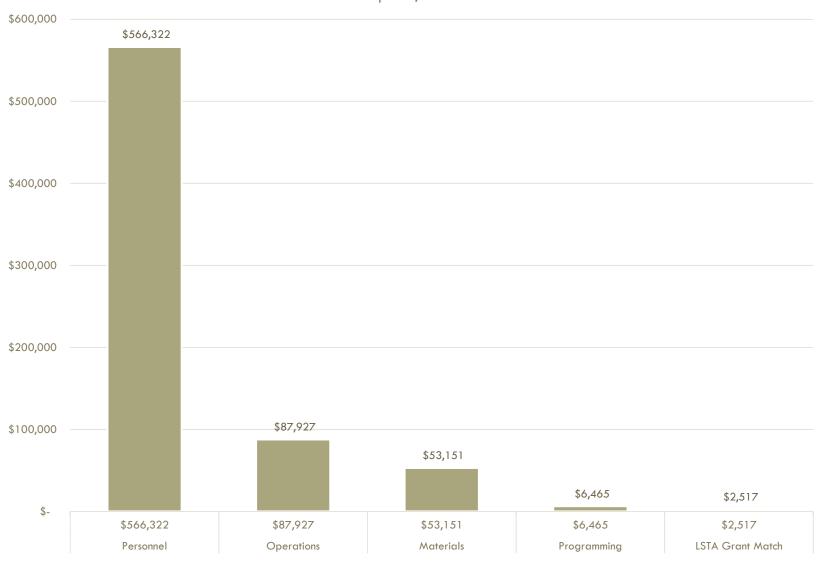
WATAUGA EXPENDITURES FOR 2020-21 \$739,314



WILKES REVENUES FOR 2020-21 \$700,842



WILKES EXPENDITURES FOR 2020-21 \$716,382

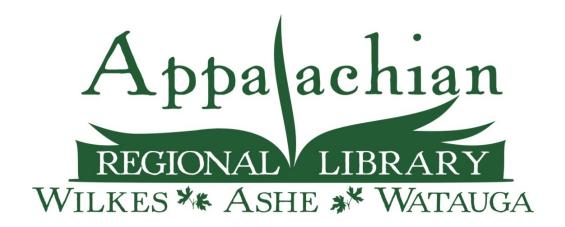


LOOKING FORWARD 2021-2022

2021-2022

- New Five Year Plan
- New County Librarians in Wilkes County and Ashe County
- New Adult ServicesManager in Ashe County

- Continuing to Go with the Flow
 - Virtual Programming
- Modified Services
- Digital Resources
- More Technology to Check-out
- Watching the Budget



Visit our website at www.arlibrary.org

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AGENDA ITEM 5:

LIBRARY MATTERS

MANAGER'S COMMENTS:

B. Proposed Update of Interlocal Agreement for Appalachian Regional Library

Ms. Blackburn will present a revised interlocal agreement with the Appalachian Regional Library. The only request from Ms. Blackburn was to add language to Section III. Board of Trustees (B) Membership that would require ARL members to be selected from the county's local library advisory boards. This would ensure the ARL Board members are familiar with their local county library. At this time, it is unclear if Ashe or Wilkes have any additional changes to be made to the agreement.

Staff would recommend the Board adopt the revised agreement after Ashe and Wilkes have made any necessary changes.

COUNTIES OF ASHE, WATAUGA, AND WILKES, NORTH CAROLINA INTERLOCAL AGREEMENT

FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM

THIS INTERLOCAL AGREEMENT FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM (hereinafter "Agreement") is made and entered into effective as of that date set forth hereinbelow, by and between the **COUNTY OF ASHE**, a body politic, party of the first part; the **COUNTY OF WATAUGA**, a body politic, party of the second part; and the **COUNTY OF WILKES**, a body politic, party of the third part;

WITNESSETH:

WHEREAS, the mission of the Appalachian Regional Library (ARL) is to be an integral part of the lives of the people in the three counties by promoting the power of knowledge, the joy of reading, and the spirit of imagination; supporting and encouraging life-long learning; and contributing significantly to the sense of community and the economic well-being of Ashe, Wilkes, and Watauga Counties;

WHEREAS, recognizing the diverse communities served and the specific individual needs of their residents, three governments and their three libraries collaboratively are committed to the education, economic development, and quality-of-life contributions that libraries uniquely are able to provide and;

WHEREAS, this collaboration provides for the most effective and efficient use of local resources for the benefit of their residents and;

WHEREAS, this collaboration provides opportunities for service and resource allocations otherwise beyond the financial and service capacities of the individual governments and libraries;

NOW, THEREFORE, the parties hereto, having previously entered into an agreement in 1979 for the purposes set forth herein, and desiring to renew their commitment for the organization of the Appalachian Regional Library upon the terms set forth below, do hereby agree as follows:

SECTION I. Governments Involved

The local governments constituting the parties to this Agreement, which are hereinafter referred to as the member counties, are:

- A. Ashe County
- B. Watauga County
- C. Wilkes County

SECTION II. Purpose Statement

The purpose of this Agreement is to perpetuate excellent library and information services to the residents of the areas included within the jurisdiction of the member counties in compliance with NCGS §153A-270 and Chapter 160A, Article 20, Part 1.

SECTION III. Board of Trustees

A. The Appalachian Regional Library Board (ARLB) shall be the governing body of the ARL.

B. Membership

- 1. The membership of the ARLB shall consist of twelve (12) members, four (4) each to be appointed by the Boards of County Commissioners of Ashe County, Watauga County, and Wilkes County upon the approval of this Agreement.
- 2. Following initial appointments by the Boards of County Commissioners under paragraph 1 above, appointments thereafter shall be in August of each year with an effective date to be the annual meeting of the ARLB in September.
- 3. In the initial appointments under paragraph 1 above, terms of one (1) to four (4) years will be used to achieve a staggering of terms. Terms will be considered staggered when each year the terms of only three (3) members of the twelve (12) member board expire, one member from each of the member counties.
- 4. Once staggering of terms has been achieved, each member county will appoint members for four (4) year terms. Subject to paragraph 5 below, no individual will be appointed to more than two (2) consecutive terms.
- 5. In case of a vacancy on the ARLB, the Board of County Commissioners of the member county for which the vacancy occurs shall appoint a new member to serve the remainder of the unexpired term. ARLB members who are appointed to fill unexpired terms are eligible to be appointed for one (1)

additional full term; provided, that if the new member is fulfilling an unexpired term for less than 24 months, that member is eligible to serve two (2) consecutive full terms. All ARLB members shall serve until their successors have been appointed.

- C. Powers and Duties delegated to the ARLB by the Counties of Ashe, Watauga, and Wilkes
 - 1. The ARLB shall be delegated the power to adopt such bylaws, rules, and regulations for its own guidance and for the government of the library as may be necessary and in conformity with law.
 - 2. The ARLB shall be delegated the power to adopt policies for the regional library system's administration and operation.
 - 3. The ARLB shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a regional library director (the ARL Director), and delegate to that person executive powers. The ARL Director shall:
 - a. Have a valid North Carolina Public Librarian Certificate; and
 - b. Be the chief executive and administrative officer of the ARL System and function in accordance with the approved policies and by-laws of the ARLB.
 - 4. The ARLB shall develop and approve an annual budget which shall:

- a. Be administered under the provisions of NCGS Chapter 159 and be subject to an independent audit in that ARL is a local governmental agency pursuant to NCGS§159-7(10) with all state funds administered by the regional library and expended throughout the region as described in 07 NCAC 02I.0202.
- b. Include the separate budgets of each member county library, with the understanding that funds appropriated by each separate member county will be spent for that county; it will include an agreed upon amount paid by each member county for the materials, salaries, and operating expenses which shall be sent to the ARL Finance Officer in

- monthly or quarterly payments as negotiated by the ARL Finance Officer and the member county; and
- c. Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income, and appropriations for capital outlay earmarked for the designated purpose.
- 5. The ARLB shall be delegated the power to appoint a regional library finance officer (the ARL Finance Officer) who shall:
 - Ensure expenditure of funds consistent with the budget adopted by the ARLB;
 - b. Report directly to the ARL Director and the ARLB; and
 - c. Attend and report at all meetings of the ARLB.
- 6. The ARLB shall be delegated the power to assure compliance with all applicable State and Federal laws and eligibility for the receipt of State and Federal funds.
- 7. The ARLB shall be delegated the power to make recommendations to the member counties concerning the construction and improvement of the physical facilities of the libraries within the region; however, construction and maintenance of the physical facilities within each member county shall be the responsibility of that county unless the ARLB negotiates and the member counties approve a collaborative effort.
- 8. The ARLB shall make regular reports related to services and operations to the governing body of each member county as conveyed by approved reports of the ARL Director.
- The ARLB shall obtain an annual independent audit of ARL accounts
 consistent with generally accepted accounting principles, and submit a copy of
 the audit to the State Library of North Carolina and to the finance officer of
 each member county.
- 10. The ARLB, staff, employees, or other agents shall not have the authority to incur any debt, obligation, liability, or other expense, not otherwise provided for in its existing appropriations, which would purport to place any liability

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for such debt upon the member counties without an express vote of approval from each member county's Boards of Commissioners approving such indebtedness.

SECTION IV. Terms of Property Ownership

A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:

- A. All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased by or for each member county or member county library shall be and remain the property of that county.
- B. All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased jointly by two or more member counties or member county libraries and not otherwise provided for under subsection A above shall be and remain the joint property of said counties, or, in the case of real property, shall be owned by said counties as tenants in common. The percentage ownership or interest of each county under this subsection B shall be as they may agree upon at the time of purchase or assumption of ownership.
- C. All furniture, equipment, books, materials, technology, resources or other library assets directly paid for or purchased with Regional or State funds and not owned or purchased by one or more of the member counties under subsection A or subsection B above shall be and remain the property of ARL. No real property shall be owned by or titled in the name of ARL, but shall instead be governed by the provisions of either subsection A or subsection B above.

SECTION V. Insurance Coverage and Indemnification

A. Insurance Coverage

- 1. Each member county shall maintain insurance coverage for the building(s) and grounds and other library facilities located within that county.
- 2. ARL shall maintain insurance coverage for the contents of the buildings, the ARL Regional Office, and vehicles used to provide service.

B. Indemnification

1. ARL shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith or in the reasonable belief that such action was in the best interests of the Appalachian Regional Library System; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

SECTION VI. Provisions for Amendment and Dispute Resolution

- A. This Agreement may be amended by instrument duly approved and executed by all of the member counties, subject to the requirements of this Section VI.
- B. Recommendations for amendments to this Agreement may be made by the ARLB or by any member county. Such recommendations shall be forwarded to the governing body of each member county in writing with a minimum thirty (30) day period for consideration provided. At any regular meeting of the governing body of each member county after expiration of said thirty(30) day period, the proposed amendments may be voted on by the governing body.
- C. Disagreements related to this Agreement shall be resolved first by a committee of representatives appointed by the governing body of each member county, with the assistance of their respective legal counsel if necessary. Should resolution by this method be unsuccessful, the governing bodies of the member counties may authorize resolution by such means as they may deem appropriate.

SECTION VII. Provisions for Withdrawal and Dissolution

A. A member county proposing to withdraw from the ARL System shall give written notice on or before July 1 to the ARLB, the other member counties, and the State Library of North Carolina. The withdrawal shall be effective June 30 of the following calendar year.

- B. The withdrawing member county shall establish eligibility for grants to public libraries according to 07 NCAC 02I.0201 on or before the effective date of withdrawal.
- C. Should the withdrawing member county, following its written notice of withdrawal under subsection A above and prior to the effective date thereof, decide to rescind said notice, it shall do so by written notice to the other member counties and the State Library of North Carolina, whereupon it shall remain a part of the ARL System under all of the terms and conditions of this Agreement.
- D. Should that member fully withdraw, the Terms of Property Ownership as stated in Section IV shall apply.
- E. Unless the remaining member counties shall agree otherwise as set forth below, upon the withdrawal of only one member county this Agreement shall continue in full force and effect as between the remaining two member counties and said remaining counties shall remain a part of the ARL System.
- F. The ARL System shall be dissolved if at least two of the member counties withdraw in accordance with the procedures stated above, or if all of the member counties then comprising the ARL System should so agree by instrument duly approved and executed by their respective governing boards, or in any event upon expiration of the term of this Agreement as set forth in Section IX below. Any written instrument of dissolution entered into by the member counties may, but shall not be required to, include provisions for the resolution of outstanding debts and distribution of properties and resources, including appointment of a committee to accomplish the same as provided for in subsection H below.
- G. Upon dissolution, the disposition of all buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, and other library assets (collectively referred to for purposes of this subsection G as "property") shall be governed by the following provisions:
 - 1. Property owned or purchased by or for a member county or member county library pursuant to Section IV. A. above shall remain the property of that county.
 - 2. Property owned or purchased jointly by two or more member counties or member county libraries pursuant to Section IV. B. above shall be divided among the member counties according to the percentage ownership or interest of each, or, should said member counties so agree, shall remain jointly owned.

- 3. Property directly paid for or purchased with Regional or State funds pursuant to Section IV. C. above and falling under the provisions thereof shall be divided equally between the member counties or, if required by law, shall revert to the State or such other entity as said law may require.
- H. The resolution of outstanding debts and the distribution of properties and resources jointly owned may be accomplished by a committee composed of representatives from each governmental unit, the current ARL Director, and a representative from the State Library of North Carolina.
- I. After all outstanding debts are resolved, any remaining funds from the member counties shall be returned to them and the distribution of any remaining State or Federal funds shall be determined by the State Library.

SECTION VIII. Effective Date

This Agreement, in order to become effective, shall require the approval of the governing bodies of the member counties and shall become effective as of the date on which all said approvals are complete.

SECTION IX. Term and Termination: Review

- A. This Agreement shall, following the effective date hereof, continue to be in effect for a period of ten (10) years unless sooner terminated as set forth in Section VII above. The member counties may, either by amendment to this Agreement pursuant to Section VI above or by approval of a new interlocal agreement, extend the term hereof for such period as they may mutually agree upon.
- B. Upon the expiration of the term of this Agreement under subsection A above, the member counties shall immediately proceed with dissolution under Section VII and, upon completion of the same, this Agreement shall be considered terminated.
- C. This Agreement may be reviewed at any time by any of the member counties or the ARLB and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated above.

IN WITNESS WHEREOF, this Agreement has been executed by the principal official of the governing body of each party hereto, pursuant to authority of each respective governing body.

ASHE COUNTY:

Charles Clark	By: Audaforter Pae
Ann Clark, Clerk to the Board	Judy Porter Poe, Chair
COUNTY COUNTY	Ashe County Board of Commissioners
Sold Harmon Land	
P. C.	Date: 7-2-12
SEAL PRE-AUDI	
SEAL:	
PRE-AUD	IT CERTIFICATE
As	he County
This instrument has been pre-audited in the	manner required by the local Government Budget
and Fiscal Control Act, up to the annual amo	unt of the appropriation by Ashe County for ARL.
- 0	
By: Vanda Took 7-3-	12
Sandra Long, Finance Director, Ashe Con	unty
•	
	WATAUGA COUNTY:
Autori	
Attest:	
	11
Chila Halo	By:
Anita Fogle, Clerk to the Board	By:Nathan A. Miller, Chair
Anita Fogle, Clerk to the Board	Nathan A. Miller, Chair
Anita Fogle, Clerk to the Board	
	Nathan A. Miller, Chair
	Nathan A. Miller, Chair Watauga County Board of Commissioners
	Nathan A. Miller, Chair Watauga County Board of Commissioners
	Nathan A. Miller, Chair Watauga County Board of Commissioners
PRE-AUD	Nathan A. Miller, Chair Watauga County Board of Commissioners Date:
PRE-AUD	Nathan A. Miller, Chair Watauga County Board of Commissioners Date:
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PRE-AUD Wats This instrument has been pre-audited in the	Nathan A. Miller, Chair Watauga County Board of Commissioners Date: T CERTIFICATE auga County
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PRE-AUD Wate This instrument has been pre-audited in the and Fiscal Control Act, up to the annual ar	Nathan A. Miller, Chair Watauga County Board of Commissioners Date: 7.16.2 IT CERTIFICATE auga County manner required by the local Government Budget mount of the appropriation by Watauga County for

Attest:

Judy Snyder, Clerk to the Board

WILKES COUNTY:

Gary D. Blevins, Chair

Wilkes County Board of Commissioners

Date: 6-26-12

PRE-AUDIT CERTIFICATE Wilkes County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Wilkes County for ARL.

By: 6/26/15

Jerry Shepherd, Finance Director, Wilkes County

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AGENDA ITEM 6:

PROPOSED APPALCART RURAL OPERATING ASSISTANCE PROGRAM (ROAP) GRANT APPLICATION

MANAGER'S COMMENTS:

Mr. Craig Hughes, AppalCART Director, will request the Board approve the Rural Operating Assistance Program (ROAP) grant application for FY 2022. Watauga County was awarded \$179,265 a decrease of \$5,196 from last year's funding. The grant does not require a local match.

Board action is required to approve the Rural Operating Assistance Program (ROAP) grant application for FY 2022.

Providing Public Transportation Since 1981



305 NC HWY 105 Bypass • Boone, NC 28607 • P: (828) 297-1300 • F: (828) 297-4100

info@appalcart.com • AppalCART.com

September 14, 2021

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 2022 Rural Operating Assistance Program (ROAP) application. The State has allocated \$179,265 to Watauga County for FY 2022. This is a decrease from the 2020 amount by \$5,196. The funding is split into three (3) categories: Elderly and Disabled Transportation Assistance Program (EDTAP) \$69,405, Employment (EMPL) \$15,123, and Rural General Public (RGP) \$94,737. The only portion that requires a match is the RGP. The RGP requires a 10% match that is covered by fares (\$1-\$2) on the rural van routes.

These funds will provide over 23,000 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 will be discussing the distribution of the funds to identify the greatest benefit to the county by making sure current service levels are maintained. A plan for distribution is not required as part of the application.

The first disbursement of funds is scheduled for October 30, 2021. Approval of the application by the County Commissioners will ensure the County receives the funding allocated to Watauga County.

The AppalCART Board will consider endorsement of how to distribute the funds after the previously mentioned committee meets.

We appreciate the Commissioners consideration of this grant application.

Sincerely.

Craig Hughes

Transportation Director

Cray 14

Application for Transportation Operating Assistance

FY2022 Rural Operating Assistance Program (ROAP) Funds

Name of Applicant (County)	Watauga	
County Manager	Deron Geouque	
County Manager's Email Address	Deron.Geouque	
County Finance Officer	Misty Watson	
CFO's Email Address	Misty.Watson.watgov.org	
CFO's Phone Number	828-265-8007	
Person Completing this Application	Craig Hughes	
Person's Job Title	AppalCART Director	
Person's Email Address	director@appalcart.com	
Person's Phone Number	828-297-1300	
Community Transportation System	AppalCART	
Name of Transit Contact Person	Craig Hughes	
Transit Contact Person's Email Address	director@appalcart.com	
applicable state guidelines. I reports and any other status submitted on or before the dureports are submitted. I further certify that ROA and will not be used for Adm	ne dates, the next scheduled disbu	e monthly and annual milestone ed Mobility Division (IMD) are no arsement will be held until all
Transit Director:	Signature	Date:
County Manager:	Signature	Date:
County Finance Officer:	Signature	Date:

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.

FY2022 ROAP Program Schedule

Application Deadline

October 1, 2021

Anticipated Funds Disbursement

October 30, 2021

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, however, if it is determined that a lump-sum payment can be made to the County, 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		No
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 suballocated?	X	

^{*}Counties with unspent FY 2020/FY 2021 Carryover funding will retain the funds and the allocation will be adjusted accordingly.

^{*}Monthly reports due on 30th of month following reporting period.

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?			
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	X		
Financial Management of ROAP Funds	Yes	No	
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	X		
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>)		X	
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>)		X	
G. Are ROAP funds deposited in an interest-bearing account?		X	
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?	X		
Monitoring and Oversight Responsibilities	Yes	No	
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. What form of documentation is collected? Detailed Scheduling Software Billing			
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?		X	
K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the foll for operating assistance or purchase of service only.)	owing pro	grams? (Matching funds	
 5310 – Elderly Individuals and Individuals with Disabilities Program No 5311 - Non-urbanized Area Formula Program No 5316 – Job Access and Reverse Commute Program (JARC) No 5317 – New Freedom Program No 			
L. Will any of the subrecipients charge a fare for a ROAP funded trip? Yes			
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.			
N. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?			

CERTIFIED STATEMENT FY2022 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, 2021 to June 30, 2022 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 <u>Watauga</u> 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 lowincome 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.

- 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 assures that the required matching funds for the FY2022 ROAP can be generated from fares and/or provided from local funds.
- 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 FY2022 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	<u>\$69,405</u>	<u>\$69,405</u>
Employment Transportation Assistance Program (EMPL)	<u>\$15,123</u>	<u>\$15,123</u>
Rural General Public Program (RGP)	<u>\$94,737</u>	<u>\$94,737</u>
TOTAL	<u>\$179,265</u>	<u>\$179,265</u>

WITNESS my hand and county seal, this 21st day of September, 2021.

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	County Seal Here	

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AGENDA ITEM 7:

PROPOSED APPROPRIATIONS OF STATE FUNDS FOR SENIOR CENTERS

MANAGER'S COMMENTS:

The Project on Aging received notification that each of the County's two senior centers are eligible to receive Senior Center General Purpose funding in the amount of \$14,257. The L. E. Harrill Senior Center, as a Center of Excellence, is eligible to receive \$10,693 which requires a 25% local match of \$3,564. The Western Watauga Community Center is eligible to receive \$3,564, which requires a 25% local match of \$1,188. The required match is present in the agency's FY22 budget.

Board action is required to accept the funding and the local match requirement.



Watauga County Project on Aging

132 Poplar Grove Connector, Suite A ● Boone, North Carolina 28607
Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org
Telephone 828-265-8090 Fax 828-264-2060 TTY 1-800-735-2962 Voice 1-800-735-8262 or 711

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: September 13, 2021

SUBJ: Appropriation of State Funds for Senior Centers

The Project on Aging received notification that each of the County's two senior centers are eligible to receive Senior Center General Purpose funding in the amount of \$14,257 on a reimbursement basis through an appropriation from the NC General Assembly and the Division of Aging. The L. E. Harrill Senior Center, as a Center of Excellence, is eligible to receive \$10,693 which requires a 25% local match of \$3,564. The Western Watauga Community Center is eligible to receive \$3,564, which requires a 25% local match of \$1,188. The required match is present in the agency's FY22 budget.

These funds can be used to support and develop programming and general operations including salaries, supplies, equipment, capital outlay, and other operating costs. We plan to use the funds to purchase equipment and supplies, and to cover other various ongoing expenses.

I recommend acceptance of these funds. I will plan to be present for discussion and questions.

Thank you for your consideration.

CONTRACT Between HIGH COUNTRY COUNCIL OF GOVERNMENTS AREA AGENCY ON AGING and

Watauga County Project on Aging	
Federal Tax ID#566001816	
Lois E. Harrill Senior center	
Name of Senior Center Being Funded	A SERVICE

I. Parties to the Contract:

This Contract, made and entered into this 7th day of September by and between Watauga County Project on Aging, hereinafter referred to as "Contractor" and the High Country Council of Governments, Area Agency on Aging hereinafter referred to as the "Agency". This Contract shall insure to the benefit of and be binding upon the parties hereto, their successors and legal representatives.

II. Effective Period:

This Contract period is effective July 1, 2021 and terminates on June 30, 2022, with the option to extend if mutually agreed, through a written amendment as provided for in Part XI.

III. Independent Status:

The parties hereto acknowledge that they are independent entities. Neither party shall represent itself as agent or employee of the other, nor shall either party bind or represent that it has the ability to bind the other to any monetary or legal obligation. The parties hereto acknowledge that neither this nor any provision hereof shall be deemed to create a partnership or joint venture between the parties.

IV. 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 Contract including fiscal responsibility for deviations from this Contract.

V. Administrators for the Contract:

The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or his address or his telephone number by written notice to the other party.

For the Agency:

Tim Price, Compliance Officer High Country Area Agency on Aging 468 New Market Boulevard Boone, N.C. 28607 (828) 265-5434 Ext. 122

For the Contractor:

Watauga Project on Aging	_(Name)
	_
132 Poplar Grove Conn.	_(Address)
Suite A	_
Boone, NC 28607	_
(828) 265–8090	(Phone Number)

VI. General Provisions:

- A. The place of this Contract, controlling its status and form, shall be Watauga County, North Carolina, and all matters relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined in the courts of Watauga County. Any Suit in federal district court relating to this Contract shall be brought in the United States District Court, Western District of North Carolina.
- B. This Contract supersedes all prior agreements between the parties and expresses their entire understanding with respect to the transactions contemplated herein. Any prior agreements, verbal understandings or otherwise, shall be deemed merged herein. In witness whereof, the Contractor and the Agency have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

VII. Responsibilities of the Agency:

Make payment to the Contractor as described in Section IX of this Contract.

VIII. Responsibilities of the Contractor:

- A. The Contractor shall expend the award in keeping with the attached description indicating how funding will be utilized. Funding will not be disbursed until this description is received by the Agency.
- B. The Contractor is to use or expend state funds only for the purposes for which they were appropriated by the General Assembly. If the Contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-133 and the NC Single Audit Implementations Act of 1987. Furthermore, contractor will comply with reporting requirements as defined by the G.S. 146-6.2 (see Attachment A).
- C. Submitting any other plans, reports, documents or other products that the Agency may specify.
- D. Complying with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles for both personnel employed and clients served.
- E. None of the work to be performed under this contract which involves the specialized skill or expertise of the Contractor shall be subcontracted without prior approval of the Agency's contract administor.
- F. The disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this contract is prohibited. The use of such information is restricted to the performance of the Contractor's responsibilities specified in this contract.
- G. The Contractor expressly states that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having such interest during the

performance of this contract. The Contractor further agrees to notify the Agency in writing of any instance that might have the appearance of a conflict of interest. Upon execution of this contract and prior to disbursement of funds, the Contractor shall submit to the Agency a notarized copy of the Contractor's policy addressing conflict of interest in accordance with G.S. 143-6.1

IX. Payment for Services:

Payment to the contractor will be conducted in the following manner:

- A. The High Country Council of Governments will pay the contractor \$10,693. State funds will not exceed 75% of total expenditures.
 The total match requirement is \$3,564. Total funding, including minimum local match is \$14,257.
- B. The High Country Council of Governments will reimburse the contractor for expenditures. Reimbursement will be made when the senior center expenditure information is entered into the ARMS. As with all other non-unit reimbursement funding, the contractor is to send invoices or other backup documentation to the AAA monthly or as expenditures are incurred and entered into ARMS. This funding is to be coded as Senior Center general purpose funds, service code 176, fund source code 7.
- C. Because funding is provided on a reimbursement basis, all requests for reimbursement must be submitted to the AAA by May 31, 2022.
- D. It is understood and agreed between the Contractor and the Agency that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds to the Agency for the purpose set forth in this agreement.

X. Copyrights and Distribution of Materials:

The Contractor may copyright materials originated in the performance of this contract. These copyrights not withstanding, the Agency may use, disclose, duplicate and distribute all materials delivered under this Contract. The Contractor hereby grants to the Agency a royalty-free, non-exclusive

and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data, reports, publications, studies, curricula or other materials originated in the performance of this Contract. Such license shall be only to the extent that the Contractor has the right to grant such license. The Contractor may not market the products of this Contract for profit.

XI. Amendment:

This Contract may be modified by written amendment at any time. From time to time, changes in the scope of the services of the Contractor to be performed under this agreement are required. Such changes, including but not limited to any renewal of extension, that increase or decrease the amount of the Contractor's compensation, which are mutually agreed upon by and between the Contractor and the Agency shall be incorporated in written amendments to this contract and signed by both parties.

XII. Termination:

This Contract may be canceled in whole or in part at any time:

- A. By either party, immediately for cause, upon written notice to the other party delivered by registered mail with return receipt requested, or in person;
- By either party, upon at least thirty days notice in writing to the other party delivered by registered mail with return receipt requested, or in person; or
- C. By mutual consent of both parties. After receipt of a notice of termination, and except as otherwise directed by the Agency, the Contractor shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Contract to the extent not terminated. If the Contract is terminated as provided herein, the Contractor will be paid for services actually delivered through the termination date.

XIII. Default:

Waiver of any default shall not be deemed to be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and attached to this Contract.

In witness whereof, the Agency and the Contractor have executed this contract as of the day first written above.

<u>Watauga County</u>			
Attest:			
Ву:			
	Contractor		
High Country Area Ag	ency on Aging		
Attest:			
By:			
Tim Price, Area Agency on Aging	Julie Wiggins, Executive Director		
High Country Council of Governments	High Country Council of Governments		
Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.			
Ву:			
Julie Page, Finance Office	r		
High Country Council of G	overnments		

Attachment A: Financial Reporting Requirements as Defined by General Statute 143-6.2

Annual Expenditures	Required Reporting to the Area Agency on Aging*	Funds Allowed for Cost of Audit
Less than \$25,000 in State or Federal funds	Certification (attachment #1) and State Grants Compliance Reporting <\$25,000 (attachment #2) (NOTE: item # 11, Activities and Accomplishments does not have to be completed) OR	N/A
	Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	
Greater than \$25,000 and less than \$500,000 in State or Federal Funds.	Certification (attachment #1) and Schedule of Grantee Receipts >\$25,000 or more (attachment #3) and Schedule of Receipts and Expenditures (attachment #4) OR Audited Financial Statements in	N/A
	compliance with GAO/GAS (i.e. Yellow Book)	
• \$500,000+ in State funds <u>and</u> Federal pass through funds in an amount less than \$500,000	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds but <u>not</u> Federal funds
• \$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1 million in funding)	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use State and Federal funds
• Less than \$500,000 in State funds <u>and</u> \$500,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use Federal funds but <u>not</u> State funds

Financial Reporting Requirements as Defined by General Statute 143-6.2 * Local non-profit or for-profit providers who chose to complete an audit may submit this information to the Area Agency on Aging in lieu of the Schedule of Grantee Receipts and the Schedule of Receipts and Expenditures.

CONTRACT Between HIGH COUNTRY COUNCIL OF GOVERNMENTS AREA AGENCY ON AGING and

Watauga County Project on Aging	
Federal Tax ID#	
Western Watauga Community Center	
Name of Senior Center Being Funded	

I. Parties to the Contract:

This Contract, made and entered into this 7th day of September by and between Watauga County Project on Aging, hereinafter referred to as "Contractor" and the High Country Council of Governments, Area Agency on Aging hereinafter referred to as the "Agency". This Contract shall insure to the benefit of and be binding upon the parties hereto, their successors and legal representatives.

II. Effective Period:

This Contract period is effective July 1, 2021 and terminates on June 30, 2022, with the option to extend if mutually agreed, through a written amendment as provided for in Part XI.

III. Independent Status:

The parties hereto acknowledge that they are independent entities. Neither party shall represent itself as agent or employee of the other, nor shall either party bind or represent that it has the ability to bind the other to any monetary or legal obligation. The parties hereto acknowledge that neither this nor any provision hereof shall be deemed to create a partnership or joint venture between the parties.

IV. 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 Contract including fiscal responsibility for deviations from this Contract.

V. Administrators for the Contract:

The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or his address or his telephone number by written notice to the other party.

For the Agency:

Tim Price, Compliance Officer High Country Area Agency on Aging 468 New Market Boulevard Boone, N.C. 28607 (828) 265-5434 Ext. 122

For the Contractor:

Watauga Project on Aging	(Name)
132 Poplar Grove Conn.	(Address)
Suite A	
Boone, NC 28607	110
(828) 265–8090	(Phone Number)

VI. General Provisions:

- A. The place of this Contract, controlling its status and form, shall be Watauga County, North Carolina, and all matters relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined in the courts of Watauga County. Any Suit in federal district court relating to this Contract shall be brought in the United States District Court, Western District of North Carolina.
- B. This Contract supersedes all prior agreements between the parties and expresses their entire understanding with respect to the transactions contemplated herein. Any prior agreements, verbal understandings or otherwise, shall be deemed merged herein. In witness whereof, the Contractor and the Agency have executed

this Agreement in duplicate originals, one of which is retained by each of the parties.

VII. Responsibilities of the Agency:

Make payment to the Contractor as described in Section IX of this Contract.

VIII. Responsibilities of the Contractor:

- A. The Contractor shall expend the award in keeping with the attached description indicating how funding will be utilized. Funding will not be disbursed until this description is received by the Agency.
- B. The Contractor is to use or expend state funds only for the purposes for which they were appropriated by the General Assembly. If the Contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-133 and the NC Single Audit Implementations Act of 1987. Furthermore, contractor will comply with reporting requirements as defined by the G.S. 146-6.2 (see Attachment A).
- C. Submitting any other plans, reports, documents or other products that the Agency may specify.
- D. Complying with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles for both personnel employed and clients served.
- E. None of the work to be performed under this contract which involves the specialized skill or expertise of the Contractor shall be subcontracted without prior approval of the Agency's contract administor.
- F. The disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this contract is prohibited. The use of such information is restricted to the performance of the Contractor's responsibilities specified in this contract.
- G. The Contractor expressly states that he presently has no interest and shall not acquire any interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having such interest during the performance of this contract. The Contractor further agrees to notify the Agency in writing of any instance that might have the appearance of a conflict of interest. Upon execution of this contract and prior to disbursement of funds, the Contractor shall submit to the Agency a notarized copy of the Contractor's policy addressing conflict of interest in accordance with G.S. 143-6.1

IX. Payment for Services:

Payment to the contractor will be conducted in the following manner:

- A. The High Country Council of Governments will pay the contractor \$3,564. State funds will not exceed 75% of total expenditures. The total match requirement is \$1,188. Total funding, including minimum local match is \$4,752.
- B. The High Country Council of Governments will reimburse the contractor for expenditures. Reimbursement will be made when the senior center expenditure information is entered into the ARMS. As with all other non-unit reimbursement funding, the contractor is to send invoices or other backup documentation to the AAA monthly or as expenditures are incurred and entered into ARMS. This funding is to be coded as Senior Center general purpose funds, service code 176, fund source code 7.
- C. Because funding is provided on a reimbursement basis, all requests for reimbursement must be submitted to the AAA by May 31, 2022.
- D. It is understood and agreed between the Contractor and the Agency that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds to the Agency for the purpose set forth in this agreement.

X. Copyrights and Distribution of Materials:

The Contractor may copyright materials originated in the performance of this contract. These copyrights not withstanding, the Agency may use, disclose, duplicate and distribute all materials delivered under this Contract. The Contractor hereby grants to the Agency a royalty-free, non-exclusive

and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data, reports, publications, studies, curricula or other materials originated in the performance of this Contract. Such license shall be only to the extent that the Contractor has the right to grant such license. The Contractor may not market the products of this Contract for profit.

XI. Amendment:

This Contract may be modified by written amendment at any time. From time to time, changes in the scope of the services of the Contractor to be performed under this agreement are required. Such changes, including but not limited to any renewal of extension, that increase or decrease the amount of the Contractor's compensation, which are mutually agreed upon by and between the Contractor and the Agency shall be incorporated in written amendments to this contract and signed by both parties.

XII. Termination:

This Contract may be canceled in whole or in part at any time:

- A. By either party, immediately for cause, upon written notice to the other party delivered by registered mail with return receipt requested, or in person;
- B. By either party, upon at least thirty days notice in writing to the other party delivered by registered mail with return receipt requested, or in person; or
- C. By mutual consent of both parties. After receipt of a notice of termination, and except as otherwise directed by the Agency, the Contractor shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Contract to the extent not terminated. If the Contract is terminated as provided herein, the Contractor will be paid for services actually delivered through the termination date.

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of the Agency and attached to this Contract.

In witness whereof, the Agency and the Contractor have executed this contract as of the day first written above.

<u>Watauga County</u>

	-			
Attest:				
By:				
	Contractor			
High Country Area Ag	ency on Aging			
Attest:				
By:				
Tim Price, Area Agency on Aging	Julie Wiggins, Executive Director			
High Country Council of Governments	High Country Council of Governments			
Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.				
Ву:				
Julie Page, Finance Officer				
High Country Council of Governments				

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	Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	
Greater than \$25,000 and less than \$500,000 in State or Federal Funds.	Certification (attachment #1) and Schedule of Grantee Receipts >\$25,000 or more (attachment #3) and Schedule of Receipts and Expenditures (attachment #4) OR	N/A
	Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	
• \$500,000+ in State funds <u>and</u> Federal pass through funds in an amount less than \$500,000	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds but not Federal funds
• \$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1 million in funding)	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use State and Federal funds
• Less than \$500,000 in State funds <u>and</u> \$500,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use Federal funds but <u>not</u> State funds

Financial Reporting Requirements as Defined by General Statute 143-6.2 * Local non-profit or for-profit providers who chose to complete an audit may submit this information to the Area Agency on Aging in lieu of the Schedule of Grantee Receipts and the Schedule of Receipts and Expenditures.

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AGENDA ITEM 8:

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 2021

	Current Month Collections	Current Month Percentage	Current FY Collections	Current FY Percentage	Previous FY Percentage
General County					
Taxes 2021	5,650,497.95		5,654,038.80	15.47%	14.69%
Prior Year Taxes	30,688.29		90,736.72		
Solid Waste User Fees	350,940.03		364,546.80	13.28%	13.08%
Green Box Fees	32.69		93.87	NA	NA
Total County Funds	\$6,032,158.96		\$6,109,416.19		
Fire Districts					
Foscoe Fire	91,139.00		91,702.53	19.33%	18.14%
Boone Fire	124,820.95		127,002.70	14.04%	13.42%
Fall Creek Service Dist.	1,600.76		1,600.76	16.75%	14.15%
Beaver Dam Fire	13,695.52		13,975.61	13.47%	12.86%
Stewart Simmons Fire	49,783.94		50,159.72	19.26%	13.95%
Zionville Fire	12,419.38		12,779.76	10.81%	12.53%
Cove Creek Fire	34,532.70		34,862.30	14.55%	13.94%
Shawneehaw Fire	18,868.99		19,307.65	17.92%	15.50%
Meat Camp Fire	28,026.48		28,472.49	13.11%	12.42%
Deep Gap Fire	24,040.81		25,525.27	13.11%	11.68%
Todd Fire	9,302.01		9,316.48	15.05%	20.20%
Blowing Rock Fire	90,728.54		91,472.14	18.22%	17.62%
M.C. Creston Fire	778.41		7 78.41	13.04%	10.52%
Foscoe Service District	14,190.28		14,190.28	18.89%	12.30%
Beech Mtn. Service Dist.	7.54	,	7.54	0.47%	1.16%
Cove Creek Service Dist.	12.20		12,20	3.76%	0.00%
Shawneehaw Service Dist	393.37		415.34	5.32%	5.35%
	\$512,740.12		\$519,980.42		
Towns					
Boone	818,050.45		826,690.58	12.28%	13.55%
Municipal Services	25,079.47		25,236.99	12.16%	17.35%
Boone MV Fee	NA	NA	NA	NA	17.5570 NA
Blowing Rock	NA	NA	NA	NA NA	NA NA
Seven Devils	NA	NA .	NA.	NA	· NA
Beech Mountain	NA	NA	NA	NA	NA NA
Total Town Taxes	\$843,129.92	·	\$851,927.57		
Total Amount Collected	\$7,388,029.00		\$7,481,324.18		

_Tax Collections Director

Tax Administrator

AGENDA ITEM 8:

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.



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

P 1 tncrarpt

		CAT YEAR	BILL	EFF DATE		VALUE		
OWNER	NAME AND ADDRESS	PROPERTY REASON		JUR	REF NO		CHARGE	AMOUNT
1520974	ART MART C/O JOHN BOND 681 WEST KING STREET BOONE, NC 28607	PP 2021 520974999 TAX RELEASES CLOSED STORE	5	08/31/2021 C02	7899	0	G01 C02 G01L C02L	10.92 11.92 1.09 1.19
	SOUND, HE SOUN	CLOSED STORE	1110111		1020			25.12
	4869 HWY 421 N	PP 2021 500848999 TAX RELEASES	2227	08/31/2021 F07	7901	0	G01 F07	13.30 1.65
	VILAS, NC 28692	BUSINESS CLO						14.95
1750863	BARNES, R MICHAEL PO BOX 2011 BLOWING ROCK, NC 28605	RE 2021 2807-78-1770 TAX RELEASES EXEMPTION DI TYLER	5	08/31/2021 C03 TRANSFER FRO	7853		G01	612.96
1507414	BEACH, JOYCE 653 SUGAR LOAF ROAD BOONE, NC 28607	RE 2021 2903-20-1891 TAX RELEASES EXEMPTION DI	3		7848	63,850	F09 G01	31.93 257.32 289.25
	BLANKENSHIP, SANDRA HOLDER 2109 ORCHARD RD DEEP GAP, NC 28618-	RE 2021 2970-16-1164 TAX RELEASES EXEMPTION DI TYLER	S	08/31/2021 F10 TRANSFER FRO	/854		F10 G01	39.58 318.97 358.55
	BLUE RIDGE ELECTRIC MEMBERSHIP P O BOX 112 LENOIR, NC 28645	RE 2021 2921-80-1278 TAX RELEASES EXEMPT ENTIT	3-000 S	08/31/2021 F02	7863	0	G01 F09	733.46 91.00 824.46
1754762	BOWERS, GARY 952 44TH AVENUE CT NE HICKORY, NC 28601	RE 2020 1897-13-4575 REFUND RELEA PROPERTY WAS	5-000 ASE	F12	7893	0	F12 G01	29.45 237.37 266.82
1754762	BOWERS, GARY 952 44TH AVENUE CT NE	RE 2020 1897-13-4575 REFUND RELEA	5-000	F12	7894	0	F12 G01	-29.45 -237.37
	HICKORY, NC 28601	PROPERTY WAS Reversal of	S MERGE	D 1897134785				-266.82



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

P 2 tncrarpt

	CAT YEAR BILL EFF DATE VALUE PROPERTY JUR	
OWNER NAME AND ADDRESS	REASON REF NO CHARGE	AMOUNT
1754762 BOWERS, GARY 952 44TH AVENUE CT NE	RE 2020 44411 08/26/2021 0 F12 1897-13-4575-000 F12 G01 TAX RELEASES 7897	29.45 237.37
HICKORY, NC 28601	PARCEL MERGED WITH OTHER PARCEL	266.82
1754762 BOWERS, GARY 952 44TH AVENUE CT NE	RE 2021 5403 08/26/2021 0 F12 1897-13-4575-000 F12 G01 TAX RELEASES 7895	-29.45 -237.37
HICKORY, NC 28601	PARCEL SHOULD HAVE BEEN DEACTIVATED Reversal of release 7836	-266.82
1754762 BOWERS, GARY 952 44TH AVENUE CT NE	RE 2021 5403 08/26/2021 0 F12 1897-13-4575-000 F12 G01 TAX RELEASES 7836	29.45 237.37
HICKORY, NC 28601	PARCEL SHOULD HAVE BEEN DEACTIVATED	266.82
1754522 BRANDT, DEBORAH D 277 AVALON WAY	RE 2021 33669 08/31/2021 45,000 F05 2859-64-5572-000 F05 G01 TAX RELEASES 7838	38.25 181.35
DEEP GAP, NC 28618	EXEMPTION DID NOT TRANSFER FROM IAS TO TYLER	219.60
1523830 CAMPBELL, MITCHELL CAMPBELL, DEBBIE 280 WALLACE LN	RE 2021 15846 08/31/2021 100,000 F08 1970-13-6568-000 F08 G01 TAX RELEASES 7856	50.00 403.00
BANNER ELK, NC 28604	EXEMPTION DID NOT TRANSFER FROM IAS TO TYLER	453.00
1764285 CARRICO, BRAD ALAN POE, HOLLY 675 WHITE LAUREL LN	RE 2021 42912 08/31/2021 45,000 F02 2920-06-4084-000 F02 G01 TAX RELEASES 7857	27.00 181.35
BOONE, NC 28607	EXEMPTION DID NOT TRANSFER FROM IAS TO TYLER	208.35
1742806 CATHERINE CHILES REVOCABLE TRUST 103 ARMORY ST	RE 2021 5823 08/31/2021 0 F12 1897-86-6971-000 F12 G01 TAX RELEASES 7811 SWF	388.30 3,129.70 80.00
HAMDEN, CT 06517	PARCEL SHOULD HAVE BEEN DEACTIVATED	3,598.00
1513432 CHAMPION, CAROLYN	RE 2021 45794 08/31/2021 93,600 F10	46.80
1513432 CHAMPION, CAROLIN 156 ELK RIDGE RD	RE 2021 45794 08/31/2021 93,600 F10 2930-57-5317-000 F10 G01 REFUND RELEASE 7852	377.21
BOONE, NC 28607	EXEMPTION DID NOT TRANSFER FROM IAS TO TYLER	424.01



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

		CAT YEAR PROPERTY	BILL	EFF DATE JUR		VALUE		
OWNER	NAME AND ADDRESS	REASON			REF NO		CHARGE	AMOUNT
	COMBS, WILLA MAE MOODY 142 COMBS DIXON RD SUGAR GROVE, NC 28679-9645	PP 2021 3800 TAX RELEASES LISTED IN ER		08/31/2021 F04		0	F04 G01 F04L G01L	1.00 8.06 .10 .81
								9.97
	DALGLEISH, DONALD A. 660 CELEBRATION AVE 280 CELEBRATION, FL 34747	RE 2021 1950-45-1635 TAX RELEASES EXEMPTION DI	-000	C05	7821	81,800	G01	329.65
	DALLAS, JAMES R. DALLAS, JEANNE A. 323 WES RANDALL RD DEEP GAP, NC 28618	RE 2021 2849-98-0763 TAX RELEASES exemption did		08/31/2021 F05 calculate on	7834	53,450	F05 G01	45.43 215.40 260.83
1794124	FORD, DUSTIN 475 FORD RD BOONE, NC 28607	RE 2020 100 2838-42-2622 TAX RELEASES GRANTOR RETA	-000	F12	7813	0	F12 G01	2.65 21.36 24.01
1794124	FORD, DUSTIN 475 FORD RD BOONE, NC 28607	RE 2020 100 2838-42-2622 TAX RELEASES GRANTOR RETA	-000	F12	7814	0	F12 G01	2.65 21.36 24.01
	FORD, DUSTIN 475 FORD RD BOONE, NC 28607	RE 2020 100 2838-42-2622 TAX RELEASES GRANTOR RETA	-000	F12	7815	0	F12 G01	2.65 18.71 21.36
	FORD, DUSTIN 475 FORD RD BOONE, NC 28607	RE 2020 10 2838-42-2622 TAX RELEASES GRANTOR RETA	-000	F12	7816	0	F12 G01	2.65 18.71 21.36
	FORD, LOWE LIFE ESTATE 1077 FORD RD BOONE, NC 28607-9179	RE 2020 100 2838-42-9692 TAX RELEASES GRANTOR RETA Reversal of	-000 INED A	F12 A LIFE ESTATE	7817	0	F12 G01	-12.05 -85.07 -97.12
	FORD, LOWE LIFE ESTATE 1077 FORD RD BOONE, NC 28607-9179	RE 2020 10 2838-42-9692 TAX RELEASES GRANTOR RETA	00064	08/31/2021 F12	7812	0	F12 G01	12.05 85.07 97.12



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

		CAT YEAR PROPERTY	BILL	EFF DATE JUR		VALUE		
OWNER NAME	AND ADDRESS	REASON			REF N	0	CHARGE	AMOUNT
	SKI, ROSS ANTHONY IVERSIDE DR	RE 2021 2931-36-2589 TAX RELEASES	000-	08/31/2021 F09	7898	45,000	F09 G01	22.50 181.35
BOONE	, NC 28607	VET EXEMPTION			7090			203.85
	, JAMES RALPH LARK SWIFT RD	RE 2021 1972-28-2350 TAX RELEASES	000-	08/31/2021 F07	7859	57,350	F07 G01	28.68 231.12
VILAS	, NC 28692	EXEMPTION DI		TRANSFER FR		ТО		259.80
	IGHT, JAMES H PPLETREE LN	RE 2021 2827-55-9772 TAX RELEASES	2-000	08/31/2021 F12	7891	0	F12 G01	406.60 3,277.20
CARY,	NC 27513-3000	RELEASED ANI CREEK WILDER	RE-BI				3,683.8	
1211671 GRAHA 242 J	M, LAURA L OHNSTON ST	RE 2021 2910-80-3846 TAX RELEASES	5-000	08/13/2021 C02	7823	-180,800	C02 G01	-795.52 -728.62
BOONE	, NC 28607-5040	From CAMA Ir Reversal of	itegrat		7023			-1,524.14
1211671 GRAHA 242 J	M, LAURA L COHNSTON ST	2910-80-3846	5-000	08/13/2021 C02	7820	180,800	C02 G01	795.52 728.62
BOONE	, NC 28607-5040	TAX RELEASES From CAMA Ir		ion	7620			1,524.14
	I, ROBERT S VONE, DEBRA A HESTNUT RIDGE TRL	RE 2021 1878-48-1900 TAX RELEASES	000-	08/31/2021 C04	7829	0	G01 SWF	1,001.05
	R ELK, NC 28604	PROPERTY WAS PARCEL NUMBE	MERGE		ED AS			1,081.05
788 C	I, ROBERT S VONE, DEBRA A HESTNUT RIDGE TRL RR ELK, NC 28604	RE 2021 1878-49-1061 TAX RELEASES PROPERTY WAS PARCEL 1878-	-000 S MERGE		7828 ED AS	0	G01	83.82
1635076 HELMS		RE 2021 2924-64-9873	45234 8-000	08/31/2021 F11		0	F11 G01	3.50 20.15
TODD,	NC 28684	TAX RELEASES CHURCH PARKI		:; EXEMPT	7890			23.65



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

	CAT YEAR BILL PROPERTY	EFF DATE JUR	VALUE		
OWNER NAME AND ADDRESS	REASON		F NO	CHARGE	AMOUNT
1701135 HILL, BONNIE KNIGHT LIFE ESTATE 1620 SUNSET DR BLOWING ROCK, NC 28605	RE 2021 26018 2817-37-5303-000 TAX RELEASES EXEMPTION DID NOT	08/31/2021 C03 78 CALCULATE IN TY	30	G01	484.81
1768882 HULL, SHELLEY S 103 WEDLING WEG APT 3 BANNER ELK, NC 28604		78	58	G01	264.17
1816520 ISAACS, APRIL 193 CRANBERRY CREEK LANE ZIONVILLE, NC 28698	PP 2021 1334 3610 TAX RELEASES REMOVED MH AND REE 2020 MODEL	F06 78	0 43	F06 G01 SWF F06L G01L	1.78 14.35 80.00 .18 1.44
					97.75
1085752 ISAACS, ROBERT FRANKLIN AND GAIL 136 TATER HILL RD	RE 2021 19586 1983-84-8568-000 TAX RELEASES	08/31/2021 F06	71,750	F06 G01	35.88 289.15
ZIONVILLE, NC 28698-9255	EXEMPTION DID NOT TYLER				325.03
1702315 JOEL ALLEN CHURCH TRUST PO BOX 644	RE 2021 15967 1970-85-6971-000	08/31/2021 F07	185,300	F07 G01	92.65 746.76
VALLE CRUCIS, NC 28691	TAX RELEASES PROPERTY IS IN THE		80 OGRAM		839.41
1516996 LESCH, JERRY EDWARD 184 SUNFLOWER LN		08/31/2021 F01	55,600 60	F01 G01	27.80 224.07
BLOWING ROCK, NC 28605	TAX RELEASES EXEMPTION DID NOT TYLER	TRANSFER FROM I	AS TO		251.87
1745794 LEWIS, LOUISE C/O DONALD LEWIS 1091 MABEL SCHOOL RD ZIONVILLE, NC 28698	RE 2020 31086 1984-85-4143-000 TAX RELEASES PARCEL SOLD AND MI	08/31/2021 F06 78	96	F06 G01 SWF	95.25 767.72 80.00
ZIONVILLE, NC Z0070	1984-85-3253-000	MOED INTO			942.97
1815805 LIPFORD, RUBY ANN ECKARD MORETZ	RE 2021 42668 2915-05-1874-000	08/31/2021	43,600	FX9	21.80
7696 MEAT CAMP RD	TAX RELEASES	78	81	GUI	175.71
TODD, NC 28684	exemption came off w owner. she also		r to ne		197.51



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

	CAT YEAR PROPERTY	BILL EFF DAT	E VALUE JUR	3	
OWNER NAME AND ADDRESS	REASON		REF NO	CHARGE	AMOUNT
1105972 MCELRATH, JAMES DAVE 624 SEVEN OAKS RD	RE 2021 2921-74-0270 TAX RELEASES	44308 08/31/20 1-000	021 87,600 F02 7862) F02 G01	52.56 353.03
BOONE, NC 28607-9164	EXEMPTION DI TYLER	D NOT TRANSFER	FROM IAS TO		405.59
1818840 MENDOZA, ROMAN 247 VANNOY LANE	PP 2021 3703 TAX RELEASES	1398 08/31/20	21 F02 7884	F02 G01 SWF	3.00 20.15 80.00
BOONE, NC 28607	LISTED UNDER MENDOZA LF -	NO RESPONSE WA	NT-SENT AS OFFICE LISTE	F02L G01L	.30 2.02
					105.47
1794377 MILLER, EVA NELL 1375 LINVILLE CREEK RD	RE 2021 1991-09-8621	20972 08/31/20 000	21 101,900 F07 7835) F07 G01	50.95 410.66
VILAS, NC 28692-9195	EXEMPTION DI tyler	ID NOT TRANSFER	R FROM IAS TO		461.61
1511243 MILLER, SHARON 12111 US HWY 421 N	RE 2021 1994-27-8585 TAX RELEASES	22787 08/31/20 5-000	78,800 F06 7824	F06 G01	39.40 317.56
ZIONVILLE, NC 28698			TE ON BILL/MUNI		356.96
1401835 MOORE, PLEZE M AND MARY PO BOX 2027	RE 2021 2931-37-9109 TAX RELEASES	46208 08/31/20 000	021 111,700 F10 7849	F10 G01	55.85 450.15
BOONE, NC 28607-2027		D NOT TRANSFER			506.00
1119320 NORRIS, CARL AND MARY 304 NORTH FORK RD	RE 2021 1984-36-9653 TAX RELEASES	19800 08/31/20 -000	021 56,750 F06 7826	F06 G01	28.38 228.70
ZIONVILLE, NC 28698-9464		D NOT CALCULAT			257.08
1225259 PARDUE, R C 310 MABEL SCHOOL RD	RE 2021 1994-17-8359	22721 08/31/20 9-000	021 45,000 F06 7865	F06 G01	22.50 181.35
ZIONVILLE, NC 28698-9449	EXEMPTION DI TYLER	D NOT TRANSFER	R FROM IAS TO		203.85
1511766 PARKER, DEBBIE T. PARKER, RONNIE J.	RE 2021 2828-86-1857 TAY DELFASES	29499 08/31/20 -000	021 86,650 F12	F12 G01	43.33 349.20
481 SAMPSON RD BOONE, NC 28607-7039	TAX KELEADED	D NOT TRANSFER	7885 R FROM IAS TO		392.53



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

		CAT YEAR BIL PROPERTY	L EFF DATE JUR		LUE		
OWNER	NAME AND ADDRESS	REASON		REF NO	СН	ARGE	AMOUNT
1810520	PARKER, LARRY MICHAEL 712 RANSOM ST BLOWING ROCK, NC 28605	RE 2021 2524 2817-05-3205-000 TAX RELEASES EXEMPTION DID NO TYLER		7873	250 G0	1	331.47
1124940	PEARSON, BILL 375 MOUNTAIN STREAM RD BLOWING ROCK, NC 28605	RE 2021 548 1897-33-4398-000 TAX RELEASES EXEMPTION REMOVE	5 08/31/2021 F12 D IN ERROR	89, 7837	700 F1 G0	2 1	44.85 361.49 406.34
1773651	PIETER JOOST VAN WATTUM REVOCABLE TRUST CATHERINE CHILES REVOCABLE TRUST 103 ARMORY ST HAMDEN, CT 06517	RE 2021 581 1897-86-5739-000 TAX RELEASES PARCEL WAS MERGE		7818	0 F1 G0		44.55 359.07 403.62
1128818	PORCH, CECIL 210 LOCUST LANE BOONE, NC 28607	RE 2021 334 1888-04-5800-000 TAX RELEASES EXEMPTION DID NO TYLER	9 08/31/2021 F01 T TRANSFER FRC	50, 7867 M IAS TO	700 F0 G0	1 1	25.35 204.32 229.67
1756149	PRESNELL, BETTY 1030 RUSH BRANCH RD SUGAR GROVE, NC 28679	RE 2021 1502 1962-15-0407-000 TAX RELEASES PROPERTY WAS MER		7833	0 F0 G0 SW	4 1 F	44.45 358.27 80.00 482.72
1811000	PRESNELL, GLORIA G, LIFE ESTATE PRESNELL, JAMES E LIFE ESTATE 125 APPLE RD BOONE, NC 28607	RE 2021 2167 1991-92-3072-000 TAX RELEASES EXEMPTION DID NO TYLER	9 08/31/2021 F02 T TRANSFER FRO	60, 7866 M IAS TO	650 F0 G0	2 1	36.39 244.42 280.81
1818785	PRESNELL, TOMMY 110 BETTY CIRCLE BOONE, NC 28607	PP 2021 138 3691 TAX RELEASES MH OWNED BY JIMM	8 08/31/2021 F10 Y BROWN	7875	0 F1 G0 SW F1 G0	1 F OL	.50 4.03 80.00 .05 .40
1811111	PROFFITT, PHILLIPD ED 142 LUM HAVEN RD VILAS, NC 28692	PP 2021 119 3294 TAX RELEASES TAGGED UM VEHICL	9 08/31/2021 F02 E 8/16/21	5, 7850	000 F0 G0		3.00 20.15 23.15



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

		CAT YEAR PROPERTY	BILL	EFF DATE JUR		VALUE		
OWNER NAME	AND ADDRESS	REASON			REF NO)	CHARGE	AMOUNT
	ITY OIL COMPANY LLC DX 2736	PP 2021 632885999 TAX RELEASES		08/31/2021 F07	7846	0	F07 G01	397.18 3,201.27
	CON SALEM, NC 27102	EQUIPMENT NE	EDS TO	BE DIFFER		1		3,598.45
1618650 ROSS ROSS 4908	, BARRIE L , KRISTIE SUE SW 10TH AVE CORAL, FL 33914	RE 2021 1940-76-0799 TAX RELEASES	8661 -000	08/31/2021 C05	7839	178,300	G01 SWF	690.74
CAPE	CORAL, FL 33914	ROUND HOUSE TREE IN DECE	SPLIT MBER 2	020	A LARGE			770.74
	, BARRIE L , KRISTIE SUE SW 10TH AVE	RE 2021 1940-76-0799 TAX RELEASES	8661 -000	08/31/2021 C05	7840	-178,300	G01 SWF	-690.74 -80.00
	CORAL, FL 33914	ROUND HOUSE Reversal of	SPLIT	IN HALF BY				-770.74
	, BARRIE L , KRISTIE SUE SW 10TH AVE	RE 2021 1940-76-0799 TAX RELEASES		08/31/2021 C05	7841	139,900	G01 SWF	563.80
CAPE	CORAL, FL 33914	ROUND HOUSE TREE	SPLIT	IN HALF BY	FALLEN			643.80
	H, LISA MILLER TANGLEWOOD DRIVE	PP 2017 637558999 TAX RELEASES		08/12/2021 F09	7809	805	G01 F09	2.84
HICKO	DRY, NC 28601	MOBILE HOME		D IN WRECK	, 005			3.24
	H, LISA MILLER TANGLEWOOD DRIVE	PP 2018 637558999 TAX RELEASES		08/12/2021 F09	7808	780	G01 F09	2.75
HICKO	DRY, NC 28601	MOBILE HOME			7000			3.14
	H, LISA MILLER TANGLEWOOD DRIVE	PP 2019 637558999 TAX RELEASES		08/12/2021 F09	7807	755	G01 F09	3.04
HICKO	DRY, NC 28601	MOBILE HOME		IN WRECK	7007			3.42
	H, LISA MILLER TANGLEWOOD DRIVE	PP 2020 637558999		08/12/2021 F09	7805	730	G01 F09	2.94 .37
HICKO	DRY, NC 28601	TAX RELEASES MOBILE HOME		D IN WRECK	7805			3.31
	H, LISA MILLER TANGLEWOOD DRIVE	PP 2021 637558999		08/12/2021 F09	7804	710	G01 F09	2.86 .36
HICKO	DRY, NC 28601	TAX RELEASES MOBILE HOME		D FROM WREC				3.22



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

		CAT YEAR PROPERTY	BILL	EFF DATE JUR	VALUE		
OWNER	NAME AND ADDRESS	REASON		JUK	REF NO	CHARGE	AMOUNT
1767122	SPRING COMMUNCIATIIONS HOLDINGS INC PO BOX 743068	PP 2021 2091 TAX RELEASES	763	08/31/2021 C02	0	C02 G01	39.42 36.11
	DALLAS, TX 75374	TAX RELEASES listed now u	S inder a	nother name	7871	C02L G01L	3.94 3.61 83.08
1625766	STANBERY, RICHARD C STANBERY, HEATHER E 1471 RIDGE RD	RE 2021 2932-30-3846 TAX RELEASES	46643 5-000	08/31/2021 F09	45,000 7844	F09 G01	22.50 181.35
	BOONE, NC 28607	VET EXEMPTIC	ON DID	NOT TRANSFE	R TO TYLER		203.85
1745572	STOUT, PAUL K PO BOX 277	PP 2021 3798 TAX RELEASES	1482	08/31/2021 F04	0 7825	F04 G01 F04L	.50 4.03 .05
	DEEP GAP, NC 28618	ONLY OWNS LA		T MH OWNER	DISCOVERY	G01L -	.40
1651100	OVERTIL DISTURBE DOVEDNING GO	DD 0001	2500	00/31/0001	0	g01	4.98
	SYSTEL BUSINESS EQUIPMENT CO PO BOX 35910 FAYETTEVILLE, NC 28303	PP 2021 651100999 TAX RELEASES equipment li	3580 S.sted u	08/31/2021 C02 nder wrong :	7872 Dep. sched.	G01 C02 MS1 F09 F04 FS1 F06 F07 F10	83.47 61.36 16.36 .27 .32 .34 .30 .39
						_	163.25
	TECK, J T C/O TIM AMMONS 305 GROSVENOR DRIVE RALEIGH, NC 27615	RE 2017 1878-25-0702 REFUND RELEA INCORRECT SQ	2-002 ASE	C04	38,100 7803	G01	134.49
	TECK, J T C/O TIM AMMONS 305 GROSVENOR DRIVE RALEIGH, NC 27615	RE 2017 1878-25-0702 REFUND RELEA INCORRECT SQ	2-002 ASE	C04	2,300	G01	8.12
1502145	TECK, J T C/O TIM AMMONS 305 GROSVENOR DRIVE RALEIGH, NC 27615	RE 2018 1878-25-0702 REFUND RELEA INCORRECT SQ	2-002 ASE	C04	2,300	G01	8.12



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

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	CAT YEAR BILL EFF DATE PROPERTY JUR	VALUE		
OWNER NAME AND ADDRESS	REASON	REF NO	CHARGE	AMOUNT
1502145 TECK, J T C/O TIM AMMONS 305 GROSVENOR DRIVE RALEIGH, NC 27615	RE 2018 910 08/06/2021 1878-25-0702-002 C04 REFUND RELEASE INCORRECT SQUARE FOOTAGE		G01	134.49
1502145 TECK, J T C/O TIM AMMONS 305 GROSVENOR DRIVE RALEIGH, NC 27615	RE 2019 914 08/06/2021 1878-25-0702-002 C04 REFUND RELEASE INCORRECT SQUARE FOOTAGE		G01	153.54
1502145 TECK, J T C/O TIM AMMONS 305 GROSVENOR DRIVE RALEIGH, NC 27615	RE 2019 914 08/05/2021 1878-25-0702-002 C04 REFUND RELEASE INCORRECT SQUARE FOOTAGE	2,300 7795	G01	9.27
1502145 TECK, J T C/O TIM AMMONS 305 GROSVENOR DRIVE RALEIGH, NC 27615	RE 2020 7810 08/05/2021 1878-25-0702-002 C04 REFUND RELEASE INCORRECT SQUARE FOOTAGE	2,300 7796	G01	9.27
1502145 TECK, J T C/O TIM AMMONS 305 GROSVENOR DRIVE RALEIGH, NC 27615	RE 2020 7810 08/06/2021 1878-25-0702-002 C04 REFUND RELEASE INCORRECT SQUARE FOOTAGE	38,100 7800	G01	153.54
1502145 TECK, J T C/O TIM AMMONS 305 GROSVENOR DRIVE RALEIGH, NC 27615	RE 2021 943 08/06/2021 1878-25-0702-002 C04 TAX RELEASES INCORRECT SQUARE FOOTAGE	38,100 7799	G01	153.54
1502145 TECK, J T C/O TIM AMMONS 305 GROSVENOR DRIVE RALEIGH, NC 27615	RE 2021 943 08/05/2021 1878-25-0702-002 C04 TAX RELEASES INCORRECT SQUARE FOOTAGE	2,300 7797	G01	9.27
1506259 TRIPLETT, MICHAEL ROMEY 2642 US HWY 321 S	RE 2021 28355 08/31/2021 2819-68-2266-000 F02		F02 G01	53.25 357.66
BOONE, NC 28607-7751	TAX RELEASES EXEMPTION DID NOT TRANSFER FR TYLER	7876 OM IAS TO		410.91



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

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	CAT YEAR BILL EFF DATE PROPERTY JUR	VALUE		
OWNER NAME AND ADDRESS		REF NO	CHARGE	AMOUNT
STE 100	PP 2021 2476 08/31/2021 521383999 C02 REFUND RELEASE LISTED WITH INCORRECT DEP. SCHE	7798	C02 F02 MS1 F07 G01 F12	1.46 .14 .25 .37 2.03
1811147 VAN EVERY, ALANA ROBIN, LIFE ESTATE 102 MEADOW LARK WAY VILAS, NC 28692	RE 2021 17891 08/31/2021 1980-58-8119-000 F07 TAX RELEASES EXEMPTION DIDNT CARRY OVER FROM	7827	F07 G01	4.49 146.70 1,182.40 1,329.10
1624460 WALLER, GREGORY T 1219 15TH AVE SAN FRANCISCO, CA 94122	KELOND KETEASE	11,800 7889	F10 G01	5.90 41.65 47.55
	RE 2019 46742 08/31/2021 2931-66-8124-000 F10 REFUND RELEASE PROPERTY WAS MERGED APRIL 2017	11,800 7888	F10 G01	5.90 47.55 53.45
1624460 WALLER, GREGORY T 1219 15TH AVE SAN FRANCISCO, CA 94122	RE 2020 43121 08/31/2021 2931-66-8124-000 F10 REFUND RELEASE PROPERTY MERGED IN APRIL 2017	11,800 7887	F10 G01	5.90 47.55 53.45
1624460 WALLER, GREGORY T 1219 15TH AVE SAN FRANCISCO, CA 94122	RE 2021 46438 08/31/2021 2931-66-8124-000 F10 TAX RELEASES PROPERTY MERGED IN APRIL 2017	11,800 7886	F10 G01	5.90 47.55 53.45
1633424 WARD, CAROLINE W 140 NORTHSIDE DR SUGAR GROVE, NC 28679	RE 2021 13801 08/31/2021 1952-71-7804-000 F07 TAX RELEASES EXEMPTION DID NOT TRANSFER FROM TYLER	7874	F07 G01	6.00 48.36 54.36
1169911 WARD, VIOLA 2478 KELLERSVILLE ROAD BANNER ELK, NC 28604	PP 2021 1486 08/31/2021 3802 F03 TAX RELEASES MOBILE JUNK-LISTED AT \$1000	4,000	F03 G01	2.00 16.12 18.12



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

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		CAT YEAR BI	LL	EFF DATE JUR	VALUE		
OWNER	NAME AND ADDRESS	REASON			REF NO	CHARGE	AMOUNT
100000	NADNED WENTLY TANK	DE 2021 205	. 0 2 0	00 / 21 / 20 21	72 650	E02	44.10
1800290	WARNER, WENDY JANE 525 TARLETON CIR	RE 2021 305 2829-44-3635-00	02 0	F02	7869	G01	44.19 296.81
	BOONE, NC 28607	TAX RELEASES EXEMPTION DID N TYLER	TOI				341.00
1615351	WATAUGA WOOD PRODUCTS PO BOX 1449	615351999	316 0	08/31/2021 F09		G01 F09	1,105.63 137.18
	JEFFERSON, NC 28640	REFUND RELEASE business closed	l		7819		1,242.81
1613520	WATSON, CLYDE ALBERT 300 BURL WATSON RD		.87 0 00	08/31/2021 FS8	112,300	FS8 G01	56.15 452.57
	BANNER ELK, NC 28604	TAX RELEASES EXEMPTION DID N TYLER	TOI		7870 M IAS TO		508.72
1458827	WATSON, GRADY LEE 227 RAY HAMBY LN	458827999		08/31/2021 F10		G01 F10	4.03 .50
	DEEP GAP, NC 28618	TAX RELEASES 7842 LISTED IN ERROR			7842	G01L F10L	.40 .05
							4.98
1817037	WEHRMANN, KENNETH D WEHRMANN, JESSICA L P O BOX 7	RE 2021 286 2819-97-5885-00 TAX RELEASES		F02		F02 G01	31.62 212.38
	BLOWING ROCK, NC 28605	PARCEL MERGED I	NTO				244.00
1817037	WEHRMANN, KENNETH D WEHRMANN, JESSICA L	RE 2021 286 2819-97-7788-00		08/31/2021 F02	0	F02 G01	39.00 261.95
	P O BOX 7	TAX RELEASES PARCEL MERGED I			7877 no	301	300.95
	BLOWING ROCK, NC 28605	THICH HEROED I		201990003100	0.0		300.73
1817037	WEHRMANN, KENNETH D WEHRMANN, JESSICA L P O BOX 7	RE 2021 286 2819-98-8005-00 TAX RELEASES		F02		F02 G01	55.20 370.76
	BLOWING ROCK, NC 28605	PARCEL MERGED I	NTO				425.96
1175090	WEST, MAX LUTHER AND BARBARA 3353 WINKLERS CREEK RD	2007 00 0021 00)22 0)0			F02 G01	44.07 296.00
	BLOWING ROCK, NC 28605-9112	TAX RELEASES 78 exemption did not pull over from		7831 om ias		340.07	



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

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			CAT YEAR PROPERTY	BILL	EFF DATE JUR		VALUE		
OWNER NA	ME AND ADDRESS		REASON			REF NO		CHARGE	AMOUNT
BR	LLIAM J BROWN LIVING T	RUST	RE 2021 4 2911-53-2797	41162 -000	08/31/2021 F02	E055	45,000	F02 G01	27.00 181.35
	11 NC HWY 194 N		TAX RELEASES EXEMPTION DI	TON	TRANSFER FRO	7855 M IAS TO)		208.35
BO	ONE, NC 28607		TYLER						
	LLIAMS, DONALD L O AHO RD		RE 2021 2 2828-03-7348	28846	08/31/2021 F12		117,650	F12 G01	58.83 474.13
			TAX RELEASES			7868	•	301	
BL	OWING ROCK, NC 28605		EXEMPTION DID) NO.I.	TRANSFER FRO	M IAS TO	J		532.96
1601498 WI	LLIAMS, MARSHALL E JR		RE 2021		08/31/2021		65,650		32.83
PO	BOX 188		1899-25-0674 TAX RELEASES	-000	F01	7892		G01	264.57
BL	OWING ROCK, NC 28605		EXEMPTION DII	TON C	TRANSFER FRO)		297.40
	NEBARGER, DOUGLAS		PP 2020	3104	08/31/2021		0	F09	.35
25	81 MEAT CAMP RD		1033 TAX RELEASES		F09	7882		G01 F09L	2.82
BO	ONE, NC 28607		SOLD IN 2019					G01L	. 28
									3.49
	NEBARGER, DOUGLAS		PP 2021	320	08/31/2021		0	F09	.32
	81 MEAT CAMP RD		1033 TAX RELEASES		F09	7883		G01 F09L	2.54
BO	ONE, NC 28607		SOLD IN 2019					G01L	.25
									3.14
	OD, MICHAEL D 71 NC HIGHWAY 194 N		2721 33 1027	45201 -000	08/31/2021 F11		74,250	F11 G01	51.98 299.23
TO	DD, NC 28684-9559		TAX RELEASES EXEMPTION DI	TON C	TRANSFER FRO	7847 M IAS TO)		351.21
			TYLER			-	612 000		22 27 27
DETAIL SUMMA	rka	COUNT: 103	RELI	EASES	- TOTAL	3	,613,080		33,974.91

| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

		CHARGE				AMOUNT	
2017 2017 2017	RE PP PP	G01 F09 G01	WATAUGA COUNTY RE MEAT CAMP FIRE PP WATAUGA COUNTY PP			142.61 .40 2.84	
2018 2018 2018 2018	RE RE PP PP	F10 G01 F09 G01	DEEP GAP FIRE RE WATAUGA COUNTY RE MEAT CAMP FIRE PP WATAUGA COUNTY PP			5.90 184.26 .39 2.75	
			DEEP GAP FIRE RE WATAUGA COUNTY RE MEAT CAMP FIRE PP WATAUGA COUNTY PP	10.		5.90 210.36 .38 3.04	
2020 2020 2020 2020 2020 2020 2020 202	RE RE RE RE PP PP	F06 F10 F12 G01 SWF F09 F09L G01 G01L	ZIONVILLE FIRE RE DEEP GAP FIRE RE BLOWING ROCK FIRE RE WATAUGA COUNTY RE SANITATION USER FEE MEAT CAMP FIRE PP MEAT CAMP FIRE LATE LIST WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST	TO	ΓAL	219.68 95.25 5.90 40.05 1,295.59 80.00 .72 .04 5.76 .28	
2021 2021 2021 2021 2021 2021 2021 2021	REE REE EEE EEE EE PPPPPPPPPPPPPPPPPPPP	C02 F01 F02 F04 F05 F06 F07 F09 F11 F12 FS89 G01 F12 F52 F02 F02 F03 F04 F03 F04 F04 F05 F05 F07 F10 F11 F11 F12 F53 F54 F54 F54 F54 F54 F54 F54 F54 F54 F54	BOONE RE FOSCOE FIRE RE BOONE FIRE RE BEAVER DAM FIRE RE STEWART SIMMONS FIRE RE ZIONVILLE FIRE RE ZIONVILLE FIRE RE COVE CREEK FIRE RE SHAWNEEHAW FIRE RE MEAT CAMP FIRE RE DEEP GAP FIRE RE TODD FIRE RE BLOWING ROCK FIRE RE SHAWNEEHAW SERV DIST RE MEAT CAMP/CRESTON SERV DI WATAUGA COUNTY RE SANITATION USER FEE BOONE PP BOONE LATE LIST BOONE FIRE PP BOONE FIRE PP BOONE FIRE PP BOONE FIRE PP BEAVER DAM FIRE LATE LIST FALL CREEK FIRE DISTRICT BEAVER DAM FIRE LATE LIST ZIONVILLE FIRE PP	TO:	ral Re	1,523.59 .00 85.98 410.28 44.45 83.68 126.16 324.98 50.00 148.13 55.48 986.46 56.15 21.80 23,523.10 320.00 114.16 5.13 6.14 .30 2.00 1.85 2.08	



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YE	EAR C	CAT	CHARGE		AMOUNT	
20 20 20 20 20 20 20 20 20	021 F 021 F 021 F 021 F 021 F 021 F 021 F 021 F	PP PP PP PP PP PP PP	F07 F09 F09L F10 F10L F12 FS1 G01 G01L MS1	ZIONVILLE FIRE LATE LIST COVE CREEK FIRE PP MEAT CAMP FIRE PP MEAT CAMP FIRE LATE LIST DEEP GAP FIRE PP DEEP GAP FIRE LATE LIST BLOWING ROCK FIRE PP FOSCOE SERV DIST PP WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST BOONE MUNICIPAL SERV DIST PP SANITATION USER FEE	.18 399.59 138.13 .03 1.44 .10 .24 .34 4,549.05 10.42 16.61 240.00	
_0		= =		2021 TOTAL		
				SUMMARY TOTAL	33,974.91	

| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

JUR YEAR CHARGE

P 16

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

AMOUNT

C02 C02 C02 C02 C02 C02 C02 C02 C02 C02	2021 2021 2021 2021 2021 2021 2021 2021	C02 C02L F02 F04 F06 F07 F09 F10 F12 G01 G01L MS1	BOONE PP BOONE LATE LIST BOONE FIRE PP BEAVER DAM FIRE PP ZIONVILLE FIRE PP COVE CREEK FIRE PP MEAT CAMP FIRE PP DEEP GAP FIRE PP BLOWING ROCK FIRE FOSCOE SERV DIST P WATAUGA COUNTY PP WATAUGA COUNTY LAT BOONE MUNICIPAL SE	PP P E LIS RV DI	T ST PP	114.16 5.13 .14 .32 .30 .76 .27 .44 .24 .34 132.53 4.70 16.61
				C02	TOTAL	275.94
C03	2021	G01	WATAUGA COUNTY RE			1,429.24
				C03	TOTAL	1,429.24
C04 C04 C04	2018 2019 2020	G01 G01 G01 G01 G01 SWF	WATAUGA COUNTY RE SANITATION USER FE	E		142.61 142.61 162.81 162.81 1,247.68 80.00
				C04	TOTAL	1,938.52
C05 C05	2021 2021	G01 SWF	WATAUGA COUNTY RE SANITATION USER FE	E		1,157.62 80.00
				C05	TOTAL	1,237.62
	2021 2021		FOSCOE FIRE RE WATAUGA COUNTY RE			85.98 692.96
					TOTAL	
F02 F02 F02 F02 F02 F02	2021 2021 2021 2021 2021 2021	F02 F02L F09 G01 G01L SWF	BOONE FIRE RE BOONE FIRE LATE LI MEAT CAMP FIRE RE WATAUGA COUNTY RE WATAUGA COUNTY LAT SANITATION USER FE	ST E LIS E	т	416.28 .30 91.00 3,529.47 2.02 80.00
					TOTAL	4,119.07
F03 F03	2021 2021	F03 G01	FALL CREEK FIRE DI WATAUGA COUNTY PP	STRIC	Т	2.00 16.12
					TOTAL	
F04	2021	F04 F04L G01	BEAVER DAM FIRE PP BEAVER DAM FIRE LA WATAUGA COUNTY PP	TE LI	ST	45.95 .15 370.36



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE		AMOUNT
F04 F04	2021 2021	G01L SWF	WATAUGA COUNTY LATE LIST SANITATION USER FEE	1.21 80.00
			F04 TOTAL	497.67
F05 F05	2021 2021	F05 G01	STEWART SIMMONS FIRE RE WATAUGA COUNTY RE	83.68 396.75
			F05 TOTAL	
F06 F06 F06 F06 F06 F06	2020 2020 2020 2021 2021 2021 2021 2021	F06 G01 SWF F06 F06L G01 G01L SWF	ZIONVILLE FIRE RE WATAUGA COUNTY RE SANITATION USER FEE ZIONVILLE FIRE RE ZIONVILLE FIRE LATE LIST WATAUGA COUNTY RE WATAUGA COUNTY LATE LIST SANITATION USER FEE	95.25 767.72 80.00 127.94 .18 1,031.11 1.44 80.00
			F06 TOTAL	2,183.64
F07 F07	2021 2021	F07 G01	COVE CREEK FIRE RE WATAUGA COUNTY RE	723.81 5,833.87
			F07 TOTAL	6,557.68
F08 F08	2021 2021	F08 G01	SHAWNEEHAW FIRE RE WATAUGA COUNTY RE	50.00 403.00
			F08 TOTAL	
F09 F09 F09 F09 F09 F09 F09 F09 F09 F09	2017 2018 2018 2019 2019 2020 2020 2020 2021 2021 2021	F09 G01 F09 G01 F09 G01 G01 G01L F09 F09L G01 G01L	MEAT CAMP FIRE PP WATAUGA COUNTY PP MEAT CAMP FIRE PP WATAUGA COUNTY PP MEAT CAMP FIRE PP WATAUGA COUNTY PP MEAT CAMP FIRE PP MEAT CAMP FIRE PP MEAT CAMP FIRE LATE LIST WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST MEAT CAMP FIRE PP MEAT CAMP FIRE PP MEAT CAMP FIRE LATE LIST WATAUGA COUNTY PP WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST WATAUGA COUNTY LATE LIST	.40 2.84 .39 2.75 .38 3.04 .72 .04 5.76 .28 214.79 .03 1,731.05 .25
			F09 TOTAL	1,962.72
F10 F10 F10 F10 F10 F10 F10	2018 2019 2019 2019 2020 2020 2021 2021	F10 G01 F10 G01 F10 G01 F10 F10L	DEEP GAP FIRE RE WATAUGA COUNTY RE DEEP GAP FIRE RE WATAUGA COUNTY RE DEEP GAP FIRE RE WATAUGA COUNTY RE DEEP GAP FIRE PP DEEP GAP FIRE LATE LIST	5.90 41.65 5.90 47.55 5.90 47.55 149.13



| WATAUGA COUNTY | RELEASES - 08/01/2021 TO 08/31/2021

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE		AMOUNT
F10 F10 F10	2021	G01 G01L SWF	WATAUGA COUNTY PP WATAUGA COUNTY LATE LIST SANITATION USER FEE	1,201.94 .80 80.00
			F10 TOTAL	1,586.42
F11 F11	2021 2021	F11 G01	TODD FIRE RE WATAUGA COUNTY RE	55.48 319.38
			F11 TOTAL	374.86
	2020 2020 2021 2021 2021	G01 F12 G01	BLOWING ROCK FIRE RE WATAUGA COUNTY RE BLOWING ROCK FIRE RE WATAUGA COUNTY RE SANITATION USER FEE	40.05 317.51 986.46 7,950.79 80.00
			F12 TOTAL	9,374.81
FS8 FS8	2021 2021		SHAWNEEHAW SERV DIST RE WATAUGA COUNTY RE	56.15 452.57
			FS8 TOTAL	508.72
FX9 FX9	2021 2021	FX9 G01	MEAT CAMP/CRESTON SERV DIST RE WATAUGA COUNTY RE	21.80 175.71
			FX9 TOTAL	197.51
			SUMMARY TOTAL	33,974.91

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AGENDA ITEM 9:

BUDGET AMENDMENTS

MANAGER'S COMMENTS:

Ms. Misty Watson, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY FINANCE OFFICE

814 West King St., Suite 216, Boone, NC 28607 Phone (828) 265-8007

MEMORANDUM

TO: Deron T. Geouque, County Manager **FROM:** Misty Watson, Finance Director

SUBJECT: Budget Amendments **DATE:** September 10, 2021

The following budget amendment requires the approval of the Watauga County Board of Commissioners. Board approval is requested.

Account #		<u>Description</u>	<u>Debit</u>	<u>Credit</u>
104950 103839	451000 389000	Capital outlay - equipment Other income	2,600	2,600
To recognize	a trailer donate	ed from the State for cooperative extension.		
106124 103612	412600 361221	Personal trainers salaries Aquatics income	8,900	8,900
To recognize	the addition of	personal swim lessons for aquatics.		
103991 109800	399100 498021	Fund Balance Transfer to Capital Projects Fund	80,507	80,507
213980	398100	Transfer from General Fund		80,507
219930	459122	CIP - Pavement repairs	1,011	
219930	459122	CIP - Roof mobile unit	24,042	
219930	459122	CIP - Security cameras	16,212	
219930	459122	CIP - Turf replacement at WHS	34,673	
219930	459122	CIP - 1:1 devices	4,569	

To return unused CIP funds from the completed projects listed above to set aside capital project funds for the schools.

106120	412100	Salaries - regular	37,528	
106120	426000	Salaries - part-time		20,800
106120	418100	Social security	1,280	
106120	418200	Local government retirement	4,293	
106120	418300	Health insurance	10,927	
106120	418900	Other frink 401K	1,876	
103612	370000	Recreation memberships		75,464
106120	418901	Other fringe 457	360	
106126	412100	Salaries - regular	4,000	

To recognize the addition of a P&R program assistant and a reclassification for P&R manager.

<u>Credit</u>
3,124,583
3,124,583

Per Capital Ordinance requirements; to close out the Community Recreation Center capital project fund and transfer the remaining balance to the Capital Projects Fund per the original ordinance

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Daymark Lease Renewal

MANAGER'S COMMENTS:

The lease with Daymark Recovery Services expired. Daymark Recovery Services would like to renew the lease with the same terms and conditions as the current lease. The space to be leased is at the County's Human Service Building and includes 13,775 square feet of space. Daymark agreed to lease the space at the rate of \$10 per square foot (\$137,750 per year) in monthly installments of \$11,479.17. The new lease term would be July 1, 2021 to June 30, 2024. Included in the lease under Section 10 is an additional fee in the amount of \$67,718 per year, to be paid in monthly installments of \$5,643, which is to cover utilities and janitorial services.

The current lease was drafted and approved by the County Attorney. The attached resolution will need to be adopted and the lease will need to be advertised for ten (10) ten days as required by the general statutes.

STATE OF NORTH CAROLINA



COUNTY OF WATAUGA

Resolution of Watauga County Board of County Commissioners

Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on September 21, 2021, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to Daymark Recovery System, Inc., property known as Suite B in the Human Services Building (the "Leased Premises") located at 132 Poplar Grove Road Connector, Boone, NC 28607 (the "Property") in Watauga County, North Carolina, and being 13,775 square feet of property, for a term of three (3) years, with the lease automatic terminating in the event Daymark Recovery Services, Inc., is deemed to no longer be the authorized provider of mental health services pursuant to contractual arrangements with the Local Management Entity (LME) as defined by N.C. General Statute §122c et seq. The rent to be paid by Daymark Recovery Services, Inc., to Watauga County during the term of the lease is one hundred thirty seven thousand seven hundred and fifty dollars (\$137,750) per annum in payments of eleven thousand four hundred seventy nine dollars and seventeen cents (\$11,479.17) on or before the first of each month. The lease shall become effective July 1, 2021, which will be at least ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 21st day of September, 2021.

John Welch, Chairman
Watauga County Board of County Commissioners

ATTEST:

Anita Fogle, Clerk to the Board



STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this <u>21</u>st day of <u>September</u>, <u>2021</u>, by and between Watauga County, a body politic of the State of North Carolina, hereinafter referred to as Lessor; and Daymark Recovery Services, Inc., hereinafter referred to as Lessee;

WITNESSETH:

- 1. **PREMISES**: That for and in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby lease from the Lessor the property known as Suite B located at 132 Poplar Grove Road Connector; Boone, NC 28607.
- 2. <u>ACCEPTANCE OF PROPERTY</u>: Neither the Lessor nor its agents have made any representations with respect to the building, the land upon which it is erected, or the leased property except as expressly set forth therein and no rights, easements, or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the leased property by the Lessee shall be conclusive evidence that the Lessee accepts the same "as is" with the exception of the provision for improvements as set forth herein.
- 3. <u>TERM</u>: This lease shall be for a term of three years, commencing on July 1, 2021, and ending upon June 30, 2024. However, this lease shall automatically terminate in the event Daymark Recovery Services, Inc. is deemed to no longer be the authorized provider of mental health services pursuant to contractual arrangements with the Local Management Entity (LME) as defined by N.C. Gen. Stat. § 122C et seq.
- 4. **RENT**: The Lessee shall pay to the Lessor, rent for the premises equal to \$10.00 per square foot (or \$137,750 per year), payable on or before the 1st day of each month, in monthly installments of \$11,479.17 per month. All such payments shall be made to Watauga County, c/o Misty Watson, Finance Director, 814 West King Street, Suite 216, Boone, North Carolina, 28607, or to such other person or at such other place as Lessor may designate in writing.

- 5. **LATE FEES**: In the event that rent is not paid by the 1st of the month when rent is due and owing, such rent payment shall be subject to a late fee in the amount of \$25.00. This late fee shall not affect the Lessors right to declare this contract breached in the event of failure to pay rent as provided within this document.
- 6. **INSURANCE**: The Lessee shall obtain a public liability insurance policy for the minimum coverage of \$500,000 bodily injury and property damage liability (combined single limit), \$500,000 each occurrence and \$500,000 aggregate. Lessor shall be named as an additional insured on said policy and shall be furnished with a copy of same. Upon the Lessee's failure to obtain said public liability insurance policy, Lessor, may at its option, but is not required to do so, obtain such insurance and the costs thereof shall be paid as additional rent due and payable from Lessee on the next ensuing day that rent is due. Lessor shall not be liable to Lessee for any business interruption or any loss or damage to property or injury or death of persons occurring in or on the demised premises, or in any manner growing out of or connected with the Lessees' use and occupancy of the demised premises, or the condition thereof. This release shall also apply to the extent that such business interruption, loss or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Lessor or Lessee, or both. Nothing herein shall be construed to impose any other or greater liability upon Lessor than what would have existed in the absence of this provision. Any insurance policies of the Lessee shall contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. The release in favor of the Lessor contained herein is in addition to and not in substitution for or in diminution of, the hold harmless and indemnification provisions of this Lease Agreement.
- 7. **REPAIRS**: Except as otherwise provided herein, the Lessee shall, at the Lessee's own expense, make all necessary repairs and replacements to the interior and exterior of the demised premises. All repairs and replacements shall be in quality and class at least equal to the original work. Upon default of the Lessee in making such repairs or replacements, the Lessor, may, but shall not be required to, make such repairs or replacements for the Lessee's account and the expense thereof which shall constitute and be collectable as additional rent.

Lessor shall make, at Lessors' own cost and expense, any and all repairs necessary to the roof, main corridor of the building, and exterior walls of the building. Notwithstanding the foregoing, the Lessor shall not be responsible for nor be liable for any such repairs, which are necessitated by the negligent actions or negligent failures to act on the part of the Lessee or any of the Lessee's agents.

- 8. <u>USE OF THE PROPERTY</u>: The Lessee shall use the property only for purposes of providing mental health and recovery services as defined by N.C. Gen. Stat. § 122C et seq.
- 9. <u>IMPROVEMENTS OF THE PROPERTY</u>: Any alterations or improvements may only be made by the Lessee with the written consent of the Lessor, which shall not be unreasonably withheld. Any alteration, addition or improvement made by Lessee, and any

fixtures installed as a part thereof, shall at Lessor's option become the property of the Lessor, upon the expiration or other sooner termination of this lease; provided, however, that Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease.

With the written consent of the Lessor which shall not be unreasonably withheld the Lessee shall have the right to construct, erect, place, paint, maintain and control of the demised premises, any sign or signs which may be necessary in the conduct of its business within the requirements of the Town of Boone Unified Development Ordinance, and it shall have the right to remove the sign or signs at the expiration or earlier termination of this lease, provided, that upon the removal of said sign or signs, the said building shall be put in the same condition it was in at the time of the placing or painting of said signs, as far as is reasonably possible.

- 10. **<u>UTILITIES</u>**: The Lessee shall pay all charges for gas, electricity, lights, heat, power and other communication service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessor against any liability or damages on such account. Lessor shall pay all charges for water and sewer service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessee against any liability or damage on such account. Utilities shall be transferred to the Lessee as soon as feasible upon the signing of this lease. Additionally, Lessee shall reimburse the Lessor for the pro rata expenses relating to building operating expenses, including but not limited to janitorial services. Such amount shall be based upon the percentage of square footage of the overall building occupied by Daymark, which the parties agree constitutes thirty-nine percent (39%) of the total building area under this agreement. Such amount shall be paid to the County on a monthly basis at the same time and under the same conditions as payment of rent. The parties agree that this amount is currently \$5,643.00 per month, which may be adjusted based upon changes in expenses to the Lessor for overall building maintenance and janitorial services.
- 11. <u>ASSIGNING AND SUBLETTING</u>: The Lessee shall not assign this lease or sublet any part of the demised premises without the prior written consent of Lessor, which shall not be unreasonably withheld. Any transfer of the property interest owned by the Lessor shall be subject to this lease, and shall not affect the validity or enforceability of this lease by either the Lessor or the Lessee.
- 12. **SURRENDER OF THE DEMISED PREMISES**: At the expiration of the lease term, the Lessee shall surrender the demised premises in as good a condition as they were in at the beginning of the term, reasonable wear and tear and damages by the elements excepted.
- 13. **DAMAGE OR DESTRUCTION BY FIRE**: In the event that the demised premises shall be damaged or destroyed by fire, the elements or other casualty, during the continuance of this lease, to such extent that same cannot be restored to as good a condition as same were in prior to such damage within sixty (60) days thereafter, either the

Lessor or Lessee shall have the right to cancel or terminate this lease with the rents to be adjusted as of the date of the damage or destruction. Lessee shall be responsible for all of its personal property on or about the demised premises and shall keep the same adequately insured against loss by fire or the elements.

14. **CONDEMNATION**: If the whole of the demised premises shall be condemned and taken by any governmental authority or other entity having a power of eminent domain, then this lease shall immediately terminate, and the Lessee shall have no interest in any damages and/or monies paid by virtue of such condemnation.

In the event of a partial appropriation or condemnation of the demised premises that does not materially affect the Lessee's use thereof, the Lessee shall continue in possession of the unappropriated part of the demised premises under the terms and conditions hereof, except that in such case if the Lessee actually loses the use of part of the demised premises, the Lessee shall be entitled to an equitable reduction in rent payable hereunder. In the event such partial appropriation or condemnation materially affects the Lessee's use of the demised premises, the Lessee may, at its option, terminate this lease and Lessor shall refund the Lessee any unearned rental existing at the time of said termination. However, the Lessee shall have no interest in any damages and/ or monies paid by virtue of such condemnation.

Notwithstanding the foregoing, Lessee shall be entitled to a separate award made to Lessee for loss of business, moving expense or the taking of Lessees fixtures or equipment, if a separate award for such items is made.

- 15. <u>INDEMNITY</u>: Except where caused by the intentional act of the Lessor, or its agents, employees, licensees or assigns, the Lessee shall indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, employees or invitees. In case the Lessor (the Indemnified party) shall, without fault on its part, be made a party to any litigation instituted against the Lessee (the indemnifying party), then the indemnifying party shall protect and hold the indemnified party harmless and shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the indemnified party in such litigation. In addition, Lessee shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing the covenants and agreements of the Lessee contained in this lease.
- 16. **DAMAGES**: If the demised premises shall be deserted or vacated, or if proceedings are commenced against the Lessee in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Lessees' property either before or after the commencement of the lease term, or if there shall be a default in the payment or rent or any part thereof for more than five (5) days after written notice that rent is past due by Lessor to Lessee, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained, or hereafter established on the

part of the Lessee for more than twenty (20) days after written notice of such default by Lessor, this lease (if Lessor so elects) shall thereupon become null and void, and the Lessor shall have the right to re-enter or repossess the demised premises, either by force, summary proceedings, surrender or otherwise and dispossess and remove therefrom the Lessee, or other occupants thereof, and their effects, without being liable to any prosecution thereof. In such case, Lessor may, at its option, relet the demised premises or any part thereof, as the agent of the Lessee, and the Lessee shall pay Lessor the difference between the rent hereby reserved and agreed to be paid by the Lessor for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term.

- 17. **QUIET ENJOYMENT**: Lessor covenants that if and so long as Lessee pays the basic rent and performs all of the terms, covenants and conditions of this lease on Lessee's part to be performed, Lessee shall peaceably and quietly have, hold and enjoy the demised premises for the term of this lease, but always subject to the provisions of the lease.
- 18. **NOTICE**: All notices, consents, requests, instructions or other communications provided for herein, shall be deemed validly given, made and served if in writing and either delivered personally or sent by certified or registered mail, postage prepaid and, pending the designation of another address, addressed as follows:

IF TO LESSEE: Daymark Recovery Services, Inc.

Attn: Jerry Smith 2129 Statesville Blvd. Salisbury, NC 28147

IF TO LESSOR: Watauga County

c/o Deron Geouque, County Manager 814 West King Street, Suite 205

Boone, NC 28607

Any such notices, consents, requests, instructions or other communications sent by certified or registered mail shall for the purposes of this lease be considered received two (2) days after it is deposited in the United States Mail, postage prepaid.

19. **MISCELLANEOUS**: All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the principals, assigns and, administrators of such parties. Unless the context expressly or impliedly requires or indicates a contrary meaning whenever used in this lease, a noun or pronoun in any gender shall include the remaining genders, the singular shall include the plural and the plural shall include the singular. The laws of the State of North Carolina shall control this lease. This agreement comprises the entire understanding of the parties and may only be modified in writing, properly executed by the parties.

LESSOR:	
John Welch, Chair Watauga County Board of Commissioners	
Attest:	
Anita J. Fogle, Clerk to the Board	
LESSEE:	
Daymark Recover Services, Inc, Director	
Attest:	
This instrument has been pre-audited in the and Fiscal Control Act.	manner required by the Local Government
Misty Watson, Finance Director Watauga County	

IN WITNESS WHEREOF, the said Lessor and Lessee have caused this instrument to be

duly executed and sealed, the day and year first above written.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this 5th day of 5th, 2018 by and between Watauga County, a body politic of the State of North Carolina, hereinafter referred to as Lessor; and Daymark Recovery Services, Inc., hereinafter referred to as Lessee;

WITNESSETH:

- 1. <u>PREMISES</u>: That for and in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby lease from the Lessor the property known as Suite B located at 132 Poplar Grove Road Connector; Boone, NC 28607.
- 2. **ACCEPTANCE OF PROPERTY**: Neither the Lessor nor its agents have made any representations with respect to the building, the land upon which it is erected, or the leased property except as expressly set forth therein and no rights, easements, or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the leased property by the Lessee shall be conclusive evidence that the Lessee accepts the same "as is" with the exception of the provision for improvements as set forth herein.
- 3. <u>TERM</u>: This lease shall be for a term of three years, commencing on July 1, 2018, and ending upon June 30, 2021. However, this lease shall automatically terminate in the event Daymark Recovery Services, Inc. is deemed to no longer be the authorized provider of mental health services pursuant to contractual arrangements with the Local Management Entity (LME) as defined by N.C. Gen. Stat. §122C et seq.
- 4. **RENT**: The Lessee shall pay to the Lessor, rent for the premises equal to \$10.00 per square foot (or \$137,750 per year), payable on or before the 1st day of each month, in monthly installments of \$11,479.17 per month. All such payments shall be made to Watauga County, c/o Margaret Pierce, Finance Director, 814 West King Street, Suite 216, Boone, North Carolina, 28607, or to such other person or at such other place as Lessor may designate in writing.

- 5. <u>LATE FEES</u>: In the event that rent is not paid by the 1st of the month when rent is due and owing, such rent payment shall be subject to a late fee in the amount of \$25.00. This late fee shall not affect the Lessors right to declare this contract breached in the event of failure to pay rent as provided within this document.
- **INSURANCE**: The Lessee shall obtain a public liability insurance policy for the minimum coverage of \$500,000 bodily injury and property damage liability (combined single limit), \$500,000 each occurrence and \$500,000 aggregate. Lessor shall be named as an additional insured on said policy and shall be furnished with a copy of same. Upon the Lessee's failure to obtain said public liability insurance policy, Lessor, may at its option, but is not required to do so, obtain such insurance and the costs thereof shall be paid as additional rent due and payable from Lessee on the next ensuing day that rent is due. Lessor shall not be liable to Lessee for any business interruption or any loss or damage to property or injury or death of persons occurring in or on the demised premises, or in any manner growing out of or connected with the Lessees' use and occupancy of the demised premises, or the condition thereof. This release shall also apply to the extent that such business interruption, loss or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Lessor or Lessee, or both. Nothing herein shall be construed to impose any other or greater liability upon Lessor than what would have existed in the absence of this provision. Any insurance policies of the Lessee shall contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. The release in favor of the Lessor contained herein is in addition to and not in substitution for or in diminution of, the hold harmless and indemnification provisions of this Lease Agreement.
- 7. **REPAIRS**: Except as otherwise provided herein, the Lessee shall, at the Lessee's own expense, make all necessary repairs and replacements to the interior and exterior of the demised premises. All repairs and replacements shall be in quality and class at least equal to the original work. Upon default of the Lessee in making such repairs or replacements, the Lessor, may, but shall not be required to, make such repairs or replacements for the Lessee's account and the expense thereof which shall constitute and be collectable as additional rent.

Lessor shall make, at Lessors' own cost and expense, any and all repairs necessary to the roof, main corridor of the building, and exterior walls of the building. Notwithstanding the foregoing, the Lessor shall not be responsible for nor be liable for any such repairs, which are necessitated by the negligent actions or negligent failures to act on the part of the Lessee or any of the Lessee's agents.

- 8. <u>USE OF THE PROPERTY</u>: The Lessee shall use the property only for purposes of providing mental health and recovery services as defined by N.C. Gen. Stat. §122C et seq.
- 9. <u>IMPROVEMENTS OF THE PROPERTY</u>: Any alterations or improvements may only be made by the Lessee with the written consent of the Lessor, which shall not be unreasonably withheld. Any alteration, addition or improvement made by Lessee, and any

fixtures installed as a part thereof, shall at Lessor's option become the property of the Lessor, upon the expiration or other sooner termination of this lease; provided, however, that Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease.

With the written consent of the Lessor which shall not be unreasonably withheld the Lessee shall have the right to construct, erect, place, paint, maintain and control of the demised premises, any sign or signs which may be necessary in the conduct of its business within the requirements of the Town of Boone Unified Development Ordinance, and it shall have the right to remove the sign or signs at the expiration or earlier termination of this lease, provided, that upon the removal of said sign or signs, the said building shall be put in the same condition it was in at the time of the placing or painting of said signs, as far as is reasonably possible.

- UTILITIES: The Lessee shall pay all charges for gas, electricity, lights, heat, power and other communication service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessor against any liability or damages on such account. Lessor shall pay all charges for water and sewer service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessee against any liability or damage on such account. Utilities shall be transferred to the Lessee as soon as feasible upon the signing of this lease. Additionally, Lessee shall reimburse the Lessor for the pro rata expenses relating to building operating expenses, including but not limited to janitorial services. Such amount shall be based upon the percentage of square footage of the overall building occupied by Daymark, which the parties agree constitutes thirty-nine percent (39%) of the total building area under this agreement. Such amount shall be paid to the County on a monthly basis at the same time and under the same conditions as payment of rent. The parties agree that this amount is currently \$5,643.00 per month, which may be adjusted based upon changes in expenses to the Lessor for overall building maintenance and janitorial services.
- 11. <u>ASSIGNING AND SUBLETTING</u>: The Lessee shall not assign this lease or sublet any part of the demised premises without the prior written consent of Lessor, which shall not be unreasonably withheld. Any transfer of the property interest owned by the Lessor shall be subject to this lease, and shall not affect the validity or enforceability of this lease by either the Lessor or the Lessee.
- 12. **SURRENDER OF THE DEMISED PREMISES**: At the expiration of the lease term, the Lessee shall surrender the demised premises in as good a condition as they were in at the beginning of the term, reasonable wear and tear and damages by the elements excepted.
- 13. <u>DAMAGE OR DESTRUCTION BY FIRE</u>: In the event that the demised premises shall be damaged or destroyed by fire, the elements or other casualty, during the continuance of this lease, to such extent that same cannot be restored to as good a condition as same were in prior to such damage within sixty (60) days thereafter, either the

Lessor or Lessee shall have the right to cancel or terminate this lease with the rents to be adjusted as of the date of the damage or destruction. Lessee shall be responsible for all of its personal property on or about the demised premises and shall keep the same adequately insured against loss by fire or the elements.

14. **CONDEMNATION**: If the whole of the demised premises shall be condemned and taken by any governmental authority or other entity having a power of eminent domain, then this lease shall immediately terminate, and the Lessee shall have no interest in any damages and/or monies paid by virtue of such condemnation.

In the event of a partial appropriation or condemnation of the demised premises that does not materially affect the Lessee's use thereof, the Lessee shall continue in possession of the unappropriated part of the demised premises under the terms and conditions hereof, except that in such case if the Lessee actually loses the use of part of the demised premises, the Lessee shall be entitled to an equitable reduction in rent payable hereunder. In the event such partial appropriation or condemnation materially affects the Lessee's use of the demised premises, the Lessee may, at its option, terminate this lease and Lessor shall refund the Lessee any unearned rental existing at the time of said termination. However, the Lessee shall have no interest in any damages and/ or monies paid by virtue of such condemnation.

Notwithstanding the foregoing, Lessee shall be entitled to a separate award made to Lessee for loss of business, moving expense or the taking of Lessees fixtures or equipment, if a separate award for such items is made.

- 15. <u>INDEMNITY</u>: Except where caused by the intentional act of the Lessor, or its agents, employees, licensees or assigns, the Lessee shall indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, employees or invitees. In case the Lessor (the Indemnified party) shall, without fault on its part, be made a party to any litigation instituted against the Lessee (the indemnifying party), then the indemnifying party shall protect and hold the indemnified party harmless and shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the indemnified party in such litigation. In addition, Lessee shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing the covenants and agreements of the Lessee contained in this lease.
- 16. **DAMAGES**: If the demised premises shall be deserted or vacated, or if proceedings are commenced against the Lessee in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Lessees' property either before or after the commencement of the lease term, or if there shall be a default in the payment or rent or any part thereof for more than five (5) days after written notice that rent is past due by Lessor to Lessee, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained, or hereafter established on the

part of the Lessee for more than twenty (20) days after written notice of such default by Lessor, this lease (if Lessor so elects) shall thereupon become null and void, and the Lessor shall have the right to re-enter or repossess the demised premises, either by force, summary proceedings, surrender or otherwise and dispossess and remove therefrom the Lessee, or other occupants thereof, and their effects, without being liable to any prosecution thereof. In such case, Lessor may, at its option, relet the demised premises or any part thereof, as the agent of the Lessee, and the Lessee shall pay Lessor the difference between the rent hereby reserved and agreed to be paid by the Lessor for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term.

- 17. **QUIET ENJOYMENT**: Lessor covenants that if and so long as Lessee pays the basic rent and performs all of the terms, covenants and conditions of this lease on Lessee's part to be performed, Lessee shall peaceably and quietly have, hold and enjoy the demised premises for the term of this lease, but always subject to the provisions of the lease.
- 18. <u>NOTICE</u>: All notices, consents, requests, instructions or other communications provided for herein, shall be deemed validly given, made and served if in writing and either delivered personally or sent by certified or registered mail, postage prepaid and, pending the designation of another address, addressed as follows:

IF TO LESSEE:

Daymark Recovery Services, Inc.

Attn: Jerry Smith 2129 Statesville Blvd. Salisbury, NC 28147

IF TO LESSOR:

Watauga County

c/o Deron Geouque, County Manager 814 West King Street, Suite 205

Boone, NC 28607

Any such notices, consents, requests, instructions or other communications sent by certified or registered mail shall for the purposes of this lease be considered received two (2) days after it is deposited in the United States Mail, postage prepaid.

19. <u>MISCELLANEOUS</u>: All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the principals, assigns and, administrators of such parties. Unless the context expressly or impliedly requires or indicates a contrary meaning whenever used in this lease, a noun or pronoun in any gender shall include the remaining genders, the singular shall include the plural and the plural shall include the singular. The laws of the State of North Carolina shall control this lease. This agreement comprises the entire understanding of the parties and may only be modified in writing, properly executed by the parties.

IN WITNESS WHEREOF, the said Lessor and Lessee have caused this instrument to do BCC Meeting duly executed and sealed, the day and year first above written.

LESSOR:
Mahle
John Welch, Chair
Watauga County Board of Commissioners
Attest:
Cinta Dele
Anita Fogle, Clerk to the Board

LESSEE:

Daymark Recover Services, Inc.
Billy R. West, Executive Director
Attest:

Jerry W. Smith, Finance Director

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

Margaret Pierce, Finance Director

Watauga County

CHRISTINE H PERKINS NOTARY PUBLIC ROWAN COUNTY, NC

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Boards and Commissions

MANAGER'S COMMENTS:

Watauga County Public Library

The Watauga County Library Board recommended Ms. Mary Ruthless be appointed to replace Mr. John Abbott, who resigned from the Board.



September 3, 2021

Mr. John Welch, Chair Watauga County Board of Commissioners Administrative Building, Suite 205 814 West King Street Boone, NC 28607

Dear Mr. Welch:

At the regular meeting of the Watauga County Library Board on September 3, 2021, board members voted unanimously to recommend to Watauga County Commissioners that Mary Ruthless be appointed to the Watauga County Library Board to replace John Abbott, who resigned from the board.

Please approve the recommendation of the library board, and notify Mary and me of this reappointment. Thanks to you and all of the commissioners for your continued support of our library. Mary resides at 182 Daniel Boone Dr. Ext, Boone, NC 28607.

Sincerely,

Sandra Basel Watauga County Library Board Chair

cc: Monica Caruso
Watauga County Librarian

Jane Blackburn
Regional Director of Appalachian Regional Libraries

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Announcements

MANAGER'S COMMENTS:

Safe Harbor High Country Recovery Center for Women invites the Board to attend their Ribbon Cutting Ceremony on September 30, 2021, at 5:00 P.M. at 890 West King Street. Due to the COVID-19 pandemic, a reception will not follow the ribbon cutting ceremony.

Due to the Commissioners' Board Room being used as an official polling site during One-Stop Voting and Election Day, the Board of Commissioners meetings scheduled for Tuesday, October 19 and Tuesday, November 2, 2021, will be held in the Community Room at the Community Recreation Center. Both meetings will begin at 5:30 P.M. as regularly scheduled.

You're invited to a Ribbon Cutting Ceremony

Safe Harbor High Country Recovery Center for Women

September 30, 2021 at 5pm 890 W. King St. Boone, NC 28607

Light Refreshments will be served

In light of the rising COVID numbers in the High Country, we have decided to forego the ribbon cutting reception. We will only go through the formality of cutting the ribbon for a photo shoot to share with the community. This will be held outside the Recovery Center office.

Because you were on our invitation list, we wanted to make you aware of the opening of Safe Harbor's High Country Recovery Center for Women. Please don't hesitate to call if you have any questions about our ministry and how we will collaborate with other providers in assisting women seeking recovery options.

Parking will be available after 5 pm on Queen Street. Take a right on Waters Street, then a right onto Queen Street. Parking is available at no cost after 5 pm on King Street as well as Queen Street.

AGENDA I	TEM 1	1:
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PUBLIC COMMENT

AGENDA ITEM 12:

BREAK

AGENDA ITEM 13:

CLOSED SESSION

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