

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

**TUESDAY, AUGUST 16, 2022
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: August 2, 2022, Regular Meeting August 2, 2022, Closed Session		1
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5:35	4	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED FINANCING FOR THE NEW VALLE CRUCIS SCHOOL	MR. DERON GEOUQUE	13
5:40	5	RESOLUTION AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO	MR. DERON GEOUQUE	15
5:45	6	INTRODUCTION OF APPALACHIAN THEATRE EXECUTIVE DIRECTOR	MS. SUZANNE LIVESAY	21
5:50	7	PROPOSED END OF OVERDOSE PROCLAMATION	MR. JOEY MATTHEWS MS. JEANNIE BERRY	23
5:55	8	PROPOSED RECOVERY MONTH 2022 PROCLAMATION	MS. MARY MCKINNEY MR. ERIC ELLIS	25
6:00	9	VAYA UPDATE	MR. DUSTIN BURLESON	27
6:05	10	TAX MATTERS	MR. LARRY WARREN	
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6:15	12	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
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		Attorney/Client Matters – G. S. 143-318.11(a)(3)		
		Personnel Matters – G. S. 143-318.11(a)(6)		
8:00	16	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

August 2, 2022, Regular Meeting

August 2, 2022, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, AUGUST 2, 2022**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, August 2, 2022, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Vice-Chairman Kennedy called the meeting to order at 5:33 P.M. The following were present:

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

[Clerk's Note: Chairman Welch was not in attendance due to a prior commitment.]

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

APPROVAL OF MINUTES

Vice-Chairman Kennedy called for additions and/or corrections to the July 19, 2022, regular meeting minutes.

Commissioner Peralion, seconded by Commissioner Turnbow, moved to approve the July 19, 2022, regular meeting minutes as presented.

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

APPROVAL OF AGENDA

Vice-Chairman Kennedy called for additions and/or corrections to the August 2, 2022, agenda.

Commissioner Wallin requested to add a report from Beanstalk Theatre to the beginning of the agenda.

Commissioner Peralion, seconded by Commissioner Turnbow, moved to approve the August 2, 2022, agenda as amended.

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

BEANSTALK REPORT

Ms. Andrea McDonough, Executive Director and Co-Founder of Beanstalk Theatre, thanked the Board for supporting the Appalachian Theatre subsidy fund allowing grants for local non-profit groups to use the Theatre. The Beanstalk Theatre presented Shrek The Musical for three nights at the Appalachian Theatre and had the largest crowds they have ever had. Ms. McDonough stated that Beanstalk Theatre was created ten years ago to help give middle-schoolers theatrical opportunities. Ms. McDonough shared a couple of thank you notes from participants and stated that two more performances were anticipated for the coming Fall and Spring. The report was given for information only and, therefore, no action was taken.

BLUE RIDGE RELAY

Mr. Ken Sevensky with Blue Ridge Relay stated that the Relay was a 200-mile relay-style running race that began in 2005 and starts in Grayson Highlands State Park, VA, and finishes in Asheville, NC. Mr. Sevensky stated that this year's race is scheduled for September 9, 2022, with runners projected to be in the Boone area from approximately 12:30 – 8:30 P.M. There would be 150-200 runners (one from each team) on the road at any given time with in-active runners being transported in team vans.

Historically, the Blue Ridge Relay course followed the Blue Ridge Parkway to bypass Boone by using the following route: Hardin Road to Old Hwy 421 in Deep Gap where they joined the Blue Ridge Parkway from Parkway Elementary School to Blowing Rock and then ran Hwy 221 South from Blowing Rock to Linville. The Blue Ridge Parkway is not issuing special use permits for that section of the Parkway this year due to road maintenance. Therefore, the following route has been created to re-route runners from Todd to Blowing Rock: Roby Green Road to Old Hwy 421 to Hwy 421 to Brookshire Road to the Greenway at Brookshire Park to Greenway Road to Winklers Creek Road to Blowing Rock.

Mr. Sevensky shared that he has submitted a Special Use Permit Application to the Town of Boone to run the Boone Greenway and presented his request at the July 13, 2022, Boone Town Council Meeting. Mr. Sevensky is also in communication with Major Kelly Redmon of the Watauga County Sheriff's Office and Patrol Captain Daniel Duckworth of the Boone Police Department.

Permission has been given for the use of the following areas as Support Stations for relay teams: Green Valley Community Park, Bethelview United Methodist Church (Ridge Road), High Country Soccer Association (to use one of the parking lots of the Ted Mackorell Soccer Complex), Greenway Baptist Church (Greenway Road), and the Blowing Rock Pool.

Mr. Sevensky requested the following: permission to allow runners to use the Greenway along the Ted Mackorell Soccer Complex, Brookshire Park, and New River Hills Road for the purpose of the Blue Ridge Relay; permission to use a parking lot at the Ted Mackorell Soccer Complex as a support station; and a written letter of support to the North Carolina Department of Transportation (NCDOT) to have a single lane closure on Hwy 421 on September 9, 2022, from approximately 12:00 – 8:00 P.M. with Blue Ridge Relay to pay associated costs.

After discussion, Commissioner Pertalion, seconded by Commissioner Turnbow, moved to approve the Blue Ridge Relay requests with the understanding that details would be worked out with the County Manager.

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

KILL/CHILL FACILITY UPDATE

Mr. Jim Hamilton provided an update on the “Kill-Chill” facility. Mr. Hamilton stated that last June (2021) notification was received of Golden LEAF’s commitment to the proposed facility that required \$1 million of matching funds. To date the following funds have been committed and/or awarded:

- \$500,000 from Watauga County via American Rescue Plan funding in Dec. 2021
- \$220,236 from Tobacco Trust Fund in Dec. 2021
- \$100,000 from the Appalachian Regional Commission in Jan 2022
- \$75,000 from Opportunity Appalachia (primarily to fund consultant/planning)
- \$474,450 from the NC Agricultural Development Trust Fund (through NCDA)
- \$2,369,686 Total, including Golden LEAF funding

There was also a proposal pending from the USDA MPPEP (Meat and Poultry Processing Expansion) Program which would cover 20% of all project expenses. Notification from the MPPEP program would be later this Summer or early Fall. These additional funding sources allow moving forward into the pre-construction/construction phase of the project.

Mr. Hamilton stated that there were enough funds for a slaughter floor and that he was awaiting to hear from the consultant. Mr. Hamilton stated that he would work with the County Manager on the preliminary design and layout to see where to go from here.

PROPOSED RECOMMENDATIONS TO THE HIGH IMPACT LAND USE (HILU) REGULATIONS SPACING REQUIREMENTS

Mr. Joe Furman, Planning and Inspections/Economic Development Director, presented a proposed amendment to add to #3: **“or a roadway designated by Watauga County as a Gateway”** following “designated as a NC Scenic Byway” to the spacing requirements for Category 1 and 2 High Impact Land Uses from the regulations (Chapter 13 of the Planning & Development Ordinance) as recommended by the Watauga County Planning Board.

(F) Spacing Requirements.

(1) Category 1 & Category 2 High Impact Land Uses may not be established within 1,500 feet of a public or private Educational Facility, NC licensed Child Care Facility, NC licensed Assisted Living Facility, NC licensed Nursing Home, Public Outdoor Recreation Area, or Religious Facility. In order to establish required spacing, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building,

structure, or outdoor storage area utilized by Category 1 or 2 Land Uses, to the nearest property line of the above-listed facilities.

(2) Category 1 High Impact Land Uses may not be established within 750 feet of a dwelling. In order to establish required spacing, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building, structure, or outdoor storage area utilized by a Category 1 Land Use, to the nearest property line of a dwelling.

(3) Category 1 High Impact Land Uses may not be established within 1,500 feet of the right-of-way line of a roadway designated by NCDOT as a NC Scenic Byway or within 1,500 feet of the Blue Ridge Parkway. Presence of a city, county or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the spacing requirements of this Section.

As background information, Mr. Furman stated that a citizen had submitted a request for the additional wording to the Board of Commissioners, which was then referred to the Planning Board for consideration. Mr. Furman stated that *The Citizens' Plan For Watauga* designates four gateways and the concern was that the County had no control over the Scenic Byway designation, as the North Carolina Department of Transportation could remove the designation at any time; which was unlikely but not impossible.

Mr. Furman stated that a public hearing would be required prior to adoption of the amendment.

Commissioner Wallin, seconded by Commissioner Turnbow, moved to schedule a public hearing on September 6, 2022, at 5:30 P.M. to allow public comment on the proposed amendment to Category 1 and 2 High Impact Land Uses from the regulations (Chapter 13 of the Planning & Development Ordinance).

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

FINANCE MATTERS

A. Budget Amendments

County Manager Geouque reviewed the following budget amendments:

Account #	Description	Debit	Credit
105890-463150	Crossnore School – JCPC County Match		\$1,607
105890-463149	Crossnore School – JCPC		\$5,355
105890-463151	Mountain Alliance – JCPC	\$2,798	
105890-463152	Mountain Alliance – JCPC County Match	\$840	
105890-463144	WYN – JCPC	\$1,481	
105890-463145	WYN – JCPC County Match	\$444	
105890-463146	Juvenile Mediation – JCPC	\$1,076	
105890-463147	Juvenile Mediation – JCPC County Match	\$323	
105890-463144	WYN – JCPC	\$24,500	
103300-333000	JCPC Funding		\$24,500

The amendment recognized the reallocation of unused Crossnore School Funds as approved at the May 24, 2022, Board meeting.

104277-435100	Maintenance and Repairs – Building (LEC)	\$1,202,000	
104275-435100	Maint. and Repairs – Building (Human Services)		\$1,187
219800-498010	Transfer to General Fund	\$1,367,895	
104261-435101	Maint. And Repairs – Building (Courthouse)	\$167,082	
213991-399101	Fund Balance Appropriation		\$1,367,895
103980-398121	Transfer from Capital Projects Fund		\$1,367,895

The amendment recognized funds from the Capital Reserve for roof replacements at the Law Enforcement Center and the Human Services Building and drainage issues at the Courthouse as approved at the May 24, 2022, Board meeting.

519800-498010	Transfer to General Fund	\$3,161,724	
517000-417010	ARP Expenditures		\$3,161,724

The amendment recognized the standard allowance utilized for ARP Funds under Uniform Guidance.

104199-517001	ARP Special Allocations to Non-Profits	\$100,000	
104320-517002	ARP COVID Testing Inmates	\$270,493	
104310-517300	ARP Tactical Equipment	\$28,922	
104210-517003	ARP Katalyst Server	\$77,309	
109800-498021	Kill/Chill	\$500,000	
109800-498021	Trans. to Cap. Proj. Fund – ARP Valle Crucis Sch.	\$2,145,000	
104267-517400	ARP Health Department Remodel	\$40,000	
103991-399100	Fund Balance Appropriation		\$3,161,724
213980-398100	Transfer from General Fund		\$2,645,000
219930-459121	Valle Crucis School	\$2,145,000	
219930-449212	Future Processing Plant	\$500,000	

The amendment recognized the allocation of expenditures utilizing the standard allowance for ARP Funds totaling \$3,161,724.

103300-343323	911 Console Upgrade Grant		\$13,352
104311-451000	Capital Outlay – Equipment	\$13,352	

The amendment recognized funds from NC 911 Board for replacing consoles in the Communications Center as approved at the October 5, 2022, Board meeting.

104310-449930	Internet Crimes Against Children Grant	\$14,760	
103300-343333	Internet Crimes Against Children Grant		\$14,760

The amendment recognized a grant received for the Watauga County Sheriff's Office for internet crimes against children.

104330-469901	Foscoe Fire District Sales Tax Distribution	\$50,000	
104330-469903	Fall Creek Fire Sales Tax Distribution	\$1,000	
104330-469904	Beaver Dam Fire Sales Tax Distribution	\$10,000	
104330-469905	Boone Fire Sales Tax Distribution	\$80,000	
104330-469906	Zionville Fire Sales Tax Distribution	\$10,000	
104330-469907	Cove Creek Fire Sales Tax Distribution	\$23,000	

104330-469908	Stewart Simmons Fire Sales Tax Distribution	\$30,000	
104330-469910	Meat Camp Fire Sales Tax Distribution	\$20,000	
104330-469911	Todd Fire Sales Tax Distribution	\$8,500	
104330-469912	Blowing Rock Fire Sales Tax Distribution	\$50,000	
104330-469913	Shawneehaw Fire Sales Tax Distribution	\$10,000	
104330-469919	Creston Fire Sales Tax Distribution	\$500	
104330-469924	Deep Gap Fire Sales Tax Distribution	\$17,000	
104330-469998	Beech Mountain Fire Sales Tax Distribution	\$2,000	
103200-323300	Sales Tax Revenue		\$312,000

The amendment recognized additional projected sales tax distribution above original budget.

103200-326600	ABC Bottle Tax		\$6,000
105890-469848	Blue Ridge Meditation – ABC Funds	\$6,000	

The amendment recognized additional bottle tax funds received.

243102-312100	Current Year Taxes Boone		\$30,000
243102-312101	Current Year Taxes Foscoe Special District		\$1,000
243102-312107	Current Year Taxes Cove Creek Special District		\$50
243102-312108	Current Year Taxes Shawneehaw Special District		\$150
244340-469901	Pay to Fire District Foscoe	\$1,000	
244340-469905	Pay to Fire District Boone	\$30,000	
244340-469907	Pay to Fire District Cove Creek	\$50	
244340-469908	Pay to Fire District Shawneehaw	\$150	
283102-312101	Current Year Taxes Foscoe		\$7,000
283102-312103	Current Year Taxes Fall Creek		\$400
283102-312104	Current Year Taxes Beaver Dam		\$800
283102-312106	Current Year Taxes Zionville		\$5,000
283102-312107	Current Year Taxes Cove Creek		\$12,000
283102-312108	Current Year Taxes Shawneehaw		\$4,000
283102-312109	Current Year Taxes Meat Camp		\$12,000
283102-312110	Current Year Taxes Deep Gap		\$6,000
283102-312111	Current Year Taxes Todd		\$2,500
283102-312112	Current Year Taxes Blowing Rock		\$12,000
283102-312119	Current Year Taxes Meat Camp/Creston		\$500
284340-469901	Pay to Fire District Foscoe	\$7,000	
284340-469903	Pay to Fire District Fall Creek	\$400	
284340-469904	Pay to Fire District Beaver Dam	\$800	
284340-469906	Pay to Fire District Zionville	\$5,000	
284340-469907	Pay to Fire District Cove Creek	\$12,000	
284340-469908	Pay to Fire District Shawneehaw	\$4,000	
284340-469909	Pay to Fire District Meat Camp	\$12,000	
284340-469910	Pay to Fire District Deep Gap	\$6,000	
284340-469911	Pay to Fire District Todd	\$2,500	
284340-469912	Pay to Fire District Blowing Rock	\$12,000	
284340-469919	Pay to Fire District Meat Camp/Creston	\$500	

The amendment recognized additional projected fire tax distribution above original budget.

293270-312009	Occupancy Tax Revenues		\$2,200,000
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294140-469900	Watauga County District U TDA	\$22,000
294140-449900	Administrative Collection Fee	\$2,178,000

The amendment recognized additional projected occupancy tax revenues above original budget.

323341-395124	Deeds of Trust – Permits and Fees	\$8,000
324180-463210	Distribution to State of NC	\$8,000

The amendment recorded additional projected Deed of Trust Fees above original budget.

Commissioner Turnbow, seconded by Commissioner Pertalion, moved to approve the budget amendments as presented by the County Manager.

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

B. American Rescue Plan Act (ARPA) Proposals

1. *Policy for Allowable Costs and Cost Principles for Expenditure of ARPA Coronavirus State and Local Fiscal Recovery Funds by North Carolina Local Governments*
2. *Conflict of Interest Policy Applicable to Contracts and Subawards of Watauga County Supported by Federal Financial Assistance*
3. *Resolution for Subaward & Monitoring for Expenditure of ARPA Coronavirus State and Local Fiscal Recovery Funds*
4. *Subaward and Monitoring Policy for Expenditures of ARPA of 2021 Coronavirus State and Local Fiscal Recovery Funds*
5. *Nondiscrimination Policy*
6. *Eligible Project Policy for the Expenditure of ARPA of 2021 Coronavirus State and Local Fiscal Recovery Funds by Watauga County*

County Manager Geouque presented the policies listed above of which, due to the County utilizing ARPA funding, the Uniform Guidance required adoption by the County.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to adopt the following ARPA proposals as presented by the County Manager:

1. Policy for Allowable Costs and Cost Principles for Expenditure of ARPA Coronavirus State and Local Fiscal Recovery Funds by North Carolina Local Governments
2. Conflict of Interest Policy Applicable to Contracts and Subawards of Watauga County Supported by Federal Financial Assistance
3. Resolution for Subaward & Monitoring for Expenditure of ARPA Coronavirus State and Local Fiscal Recovery Funds
4. Subaward and Monitoring Policy for Expenditures of ARPA of 2021 Coronavirus State and Local Fiscal Recovery Funds
5. Nondiscrimination Policy
6. Eligible Project Policy for the Expenditure of ARPA of 2021 Coronavirus State and Local Fiscal Recovery Funds by Watauga County

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

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Armory Planning Committee

County Manager Geouque stated that the Town of Boone selected Council Members Edie Tugman and Dalton George as well as former Mayor Loretta Clawson to serve on the Armory Planning Committee. The Board will need to select three members to serve on this committee as well. Commissioners Pertalion and Turnbow volunteered to serve on the committee. Commissioners agreed to have names ready at the August 16 meeting to consider for the third member.

Commissioner Wallin, seconded by Commissioner Pertalion, moved to appoint Commissioner Turnbow and Commissioner Pertalion to serve as County representatives on the Armory Planning Committee.

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

B. Request to Schedule Public Hearing to Allow Citizen Comment on the Proposed Financing of the New Valle Crucis Elementary School.

County Manager Geouque requested a public hearing be scheduled on August 16, 2022, at 5:30 P.M. to allow public comment on proposed financing of the new Valle Crucis Elementary School. The County Manager shared the public hearing notice which was sent to the Watauga Democrat prior to the meeting due to the newspaper's time constraints.

Commissioner Pertalion, seconded by Commissioner Turnbow, moved to schedule a public hearing on August 16, 2022, at 5:30 P.M. to allow public comment on proposed financing for the new Valle Crucis Elementary School.

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

C. Announcements

County Manager Geouque announced the following:

- The 115th NCACC Annual Conference will be held August 11-13, 2022, in Cabarrus County at the Concord Convention Center. Visit <https://www.ncacc.org/events-training/annual-conference/> for more information. Please let Anita know if you plan attend.
- The High Country Council of Governments' 47th Annual Banquet is scheduled for Friday, September 9, 2022, in the Grandview Ballroom at The Northwest Endzone, Appalachian State University. Please let Anita know if you plan to attend prior to the RSVP deadline of August 26, 2022.

- The NCACC’s Legislative Goals Conference will be held over two days, November 16-17, 2022, in Wake County. Delegates will vote on the slate of goal proposals that have been thoroughly vetted with the final slate of proposals to be brought before the Association’s membership in November.

PUBLIC COMMENT

Zeke Jones, Linda Byrd, and Gabe Patterson shared comments in regards to Chairman Welch’s position on the Board of Commissioners.

CLOSED SESSION

At 6:23 P.M., Commissioner Wallin, seconded by Commissioner Peralion, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

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

Commissioner Wallin, seconded by Commissioner Turnbow, moved to resume the open meeting at 6:57 P.M.

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

ADJOURN

Commissioner Wallin, seconded by Commissioner Turnbow, moved to adjourn the meeting at 6:57 P.M.

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

Billy Kennedy, Vice-Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE AUGUST 16, 2022, AGENDA

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AGENDA ITEM 4:

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE PROPOSED FINANCING FOR THE NEW VALLE CRUCIS SCHOOL

MANAGER'S COMMENTS:

A public hearing has been scheduled to allow citizen comment on the proposed financing of the new Valle Crucis Elementary School.

NOTICE OF PUBLIC HEARING

The Board of Commissioners (the “*Board*”) of the County of Watauga, North Carolina (the “*County*”) is considering authorizing the County to proceed with entering into an installment financing contract (the “*Contract*”) in a principal amount not to exceed \$32,000,000, under which the County will make certain installment payments, to (a) pay a portion of the capital costs of the construction, equipping and furnishing of a new Valle Crucis Elementary School to replace the existing school (the “*Project*”) and (b) pay the costs related to the execution and delivery of the Contract. In connection with the Contract, the County will enter into a deed of trust and security agreement (the “*Deed of Trust*”) under which the County’s interest in the real property on the Project will be located and the improvements thereon (the “*Mortgaged Property*”) will be mortgaged by the County to create a lien thereon for the benefit of the entity, or its assigns, providing the funds to the County under the Contract. The Project will be located northwest of the intersection of Broadstone Road and Maple Spring Road in Valle Crucis, North Carolina.

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

NOTICE IS HEREBY GIVEN, pursuant to Section 160A-20 of the General Statutes of North Carolina, that on August 16, 2022 at or about 5:30 p.m. the County will conduct a public hearing in the Commissioners' Board Room of the Watauga County Administration Building located at 814 West King Street, Boone, North Carolina, concerning the approval of the execution and delivery of the Contract and the Deed of Trust and the County’s financing of the Project. All interested parties are invited to present comments at the public hearing regarding the execution and delivery of the Contract, the Deed of Trust and the Project to be financed thereby.

John Welch, Chairman
Board of Commissioners
County of Watauga, North Carolina

AGENDA ITEM 5:

RESOLUTION AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

MANAGER'S COMMENTS:

Included in your packets is a resolution authorizing the negotiation of an installment financing contract and providing for certain other related matters thereto. The resolution is required for the approval of the financing of the Valle Crucis Elementary School.

Board action is required to adopt the resolution as presented.

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

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

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

WHEREAS, the Board of Commissioners of the County (the “*Board*”) determines that it is in the best interest of the County to enter into (a) an installment financing contract (the “*Contract*”) with the Watauga Public Facilities Corporation, a North Carolina nonprofit corporation (the “*Corporation*”), in order (1) to pay a portion of the capital costs of the construction, equipping and furnishing of a new Valle Crucis Elementary School to replace the existing school (the “*Project*”), and (2) to pay the costs related to the execution and delivery of the Contract and (b) a deed of trust and security agreement (the “*Deed of Trust*”) related to the County’s fee simple interest in the site of Project (the “*Site*”) and the improvements thereon, to secure the County’s obligations under the Contract;

WHEREAS, the Corporation will assist the County by the issuance of Limited Obligation Bonds to finance the Project;

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

WHEREAS, the County hereby determines that the Contract allows the County to complete the Project and take title thereto at a favorable interest rate currently available in the financial marketplace and upon terms advantageous to the County;

WHEREAS, the County hereby determines that the estimated cost of the portion of the Project to be financed is an amount not to exceed \$32,000,000 and that the portion of such cost of the Project to be financed exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the Project pursuant to the Contract is expected to exceed the cost of financing the Project pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of financing the Project pursuant to the Contract and the Deed of Trust and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation

bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the Project; and (3) no revenues produced by the Project to permit a revenue bond financing;

WHEREAS, the County has determined and hereby determines that the estimated cost of financing the Project pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the County has previously raised property taxes for the Project and does not anticipate any future property tax increase to pay installment payments falling due under the Contract, but any further property tax increase, if necessary, will not be excessive;

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

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

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

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

WHEREAS, a public hearing on entering into Contract after publication of a notice with respect to such public hearing was held by the Board on August 16, 2022 and approval of the LGC with respect to entering into the Contract must be received;

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

Section 1. ***Authorization to Negotiate Contract.*** That the County Manager and the Finance Director, individually or collectively, with advice from the County Attorney and Bond Counsel, are hereby authorized and directed to proceed and negotiate on behalf of the County the Contract for a principal amount not to exceed \$32,000,000 for the financing of the Project to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina and to provide in connection with the Contract, as security for the County's obligations thereunder, the Deed of Trust conveying a lien and interest in the Site and the improvements thereon, as may be required by the entity, or its assigns, providing the funds to the County under the Contract.

Section 2. ***Application to LGC.*** That the County Manager and the Finance Director or his or her designees, individually or collectively, are hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC.

Section 3. ***Direction to Retain Professionals.*** That the County Manager and the Finance Director have retained the assistance of Robert W. Baird & Co. Incorporated to serve as underwriter for

the 2022 Bonds and Parker Poe Adams & Bernstein LLP to serve as bond counsel, and such actions are hereby ratified. The County Manager and the Finance Director, individually or collectively, with advice from the County Attorney and Bond Counsel, are hereby authorized to retain the assistance of and engage such professionals as he or she deem necessary and desirable to carry out the intention of this Resolution.

Section 4 ***Repealer.*** That all motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 5. ***Effective Date.*** That this Resolution is effective on the date of its adoption.

Adopted this 16th day of August, 2022.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

STATE OF NORTH CAROLINA)
)
COUNTY OF WATAUGA) SS:

I, *Anita Fogle*, Clerk to the Board of Commissioners of the County of Watauga, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled **“RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF WATAUGA, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO”** duly adopted by the Board of Commissioners of the County of Watauga, North Carolina, at a meeting held on the 16th day of August, 2022.

WITNESS my hand and the corporate seal of the County of Watauga, North Carolina, this the ___ day of August, 2022.

[Seal]

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

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AGENDA ITEM 6:

INTRODUCTION OF APPALACHIAN THEATER EXECUTIVE DIRECTOR

MANAGER'S COMMENTS:

Ms. Suzanne Livesay, Executive Director of the Appalachian Theatre of the High Country, will introduce herself and give an update on the theatre matters.

No Board action is required.

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AGENDA ITEM 7:

PROPOSED END OF OVERDOSE PROCLAMATION

MANAGER'S COMMENTS:

Mr. Joey Matthews and Ms. Jeannie Berry will present a proclamation on ending overdoses.

Staff seeks direction from the Board.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

PROCLAMATION

End Overdose in Watauga County Day
August 31, 2022

WHEREAS, the Watauga County Board of County Commissioners does affirm and acknowledge the harm and hardship caused by drug overdose; and

WHEREAS, we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and

WHEREAS, we resolve to play our part in reducing the toll of overdose in our community, which claimed the lives of at least 12 residents in Watauga County, North Carolina in 2020 together with countless more affected forever; and

WHEREAS, we affirm that the people affected by overdose are our children, our mothers and fathers, our siblings, and deserving of our love, compassion and support.

NOW, THEREFORE, we, the Watauga County Board of County Commissioners do hereby proclaim August 31, 2022, as End Overdose in Watauga County Day, and encourage all residents to consider being trained in the use of life-saving overdose reversal medication and having it available to use.

ADOPTED this the 16th day of August, 2022.

Billy Kennedy, Vice-Chairman,
Board of Commissioners

ATTEST:

Anita J. Fogle
Clerk to the Board



AGENDA ITEM 8:

PROPOSED RECOVERY MONTH 2022 PROCLAMATION

MANAGER'S COMMENTS:

Ms. Mary McKinney, a Licensed Marriage and Family Therapist, and Mr. Eric Ellis will present a proclamation on designating the month of September 2022 as recovery month in Watauga County.

Staff seeks direction from the Board.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

PROCLAMATION

2022 Recovery Month
September 2022

WHEREAS, Mental health and substance use disorders affect all communities nationwide, with commitment and support, those impacted can embark on a journey of improved health and overall wellness. The focus of Recovery Month in September is to celebrate all people that make the journey of recovery possible by embracing the theme, “Recovery is For Everyone: Every Person, Every Family, Every Community.” Recovery Month spreads the message that people can and do recover every day.

WHEREAS, The impact of mental health and substance use disorders (SUDs) is apparent in our local community as many people in Watauga County are affected by these conditions through their own SUD, by SUDs experienced by loved ones, or both. Recovery Month can help people become more aware and able to recognize the signs of substance use disorders and other mental health disorders and encourages people in need of recovery services to seek help. Managing the effects of these conditions helps individuals, families, and communities achieve healthy lifestyles, both physically and emotionally.

WHEREAS, The Recovery Month observance continues to work to improve the lives of those affected by substance use disorders and other mental health disorders by raising awareness and educating communities about the effective services that are available. For the above reasons, I am asking the citizens of Watauga County to join me in celebrating this September as Recovery Month.

NOW THEREFORE, we, the Watauga County Board of County Commissioners, do hereby proclaim the month of September 2022 as Recovery Month in Watauga County and call upon our community to observe this month with compelling programs and events that support this year’s observance, the 33rd anniversary of Recovery Month.

ADOPTED this the 16th day of August, 2022.

Billy Kennedy, Vice-Chairman,
Board of Commissioners

ATTEST:

Anita J. Fogle
Clerk to the Board



AGENDA ITEM 9:

VAYA UPDATE

MANAGER'S COMMENTS:

Mr. Dustin Burleson, Community Relations Regional Director, will update the Board on VAYA Health matters.

Watauga Board of Commissioners

Dustin Burleson
Regional Community Relations Director
August 16, 2022



A whole-person health organization helping people connect to supports and services on their path to healing, recovery, and wellbeing

CURRENT CHALLENGES

INCREASED DEMAND AND LIMITED RESOURCES

- Since the end of the pandemic there has been a rising increase in
 - The need for child and adult mental health and substance use services across NC
 - The loss of mental health, substance use, and I/DD professionals leaving the profession
- Additionally, the expansion of new health plans in NC and the ability for staff to accept remote positions nationally has created significant competition on local limited NC staffing resources
- These factors have created waitlists for services across the healthcare system
- Vaya has been working with providers to meet these unique challenges while trying to expand and develop new service opportunities across the Vaya region.

STABILIZE WALK-IN CENTERS

Vaya increased outpatient rates at Crisis Walk-in Centers to:

1. Stabilize physician and clinical staff (retention of existing staff)
2. Recruit additional staff (increased reimbursement)
3. Improve access to same day care in rural communities
4. Incentivize face to face service in rural communities
5. Expand access to Substance Use services

Strategies to Address Workforce Challenges

- Increased rates across all service area to promote competitive recruitment and retention.
- Targeted rate increases for Direct Support Professionals for more competitive pay for key community-based behavioral health and intellectual/developmental services.
- Targeted work and funding with providers to develop strategies for recruitment and retention.
- Utilizing funding to allow providers to incentive staffing in more rural counties.
- Focused work with Vaya Provider Advisory Council to develop recruitment and retention strategies across service and disability.

Specific to Watauga

- April 2022: Worked with Vaya worked with Daymark Recovery to supply iPads to Watauga Sheriff's LEO's to use while in the community to have real time face to face assess to Mobile Crisis
- August 2022- We are working with Boone PD to supply those LEO's iPads as well
 - Hospitality House will be a part of this as well.
- At the request of several stakeholders in the community, we are working to bring back the Watauga Behavioral Task Force

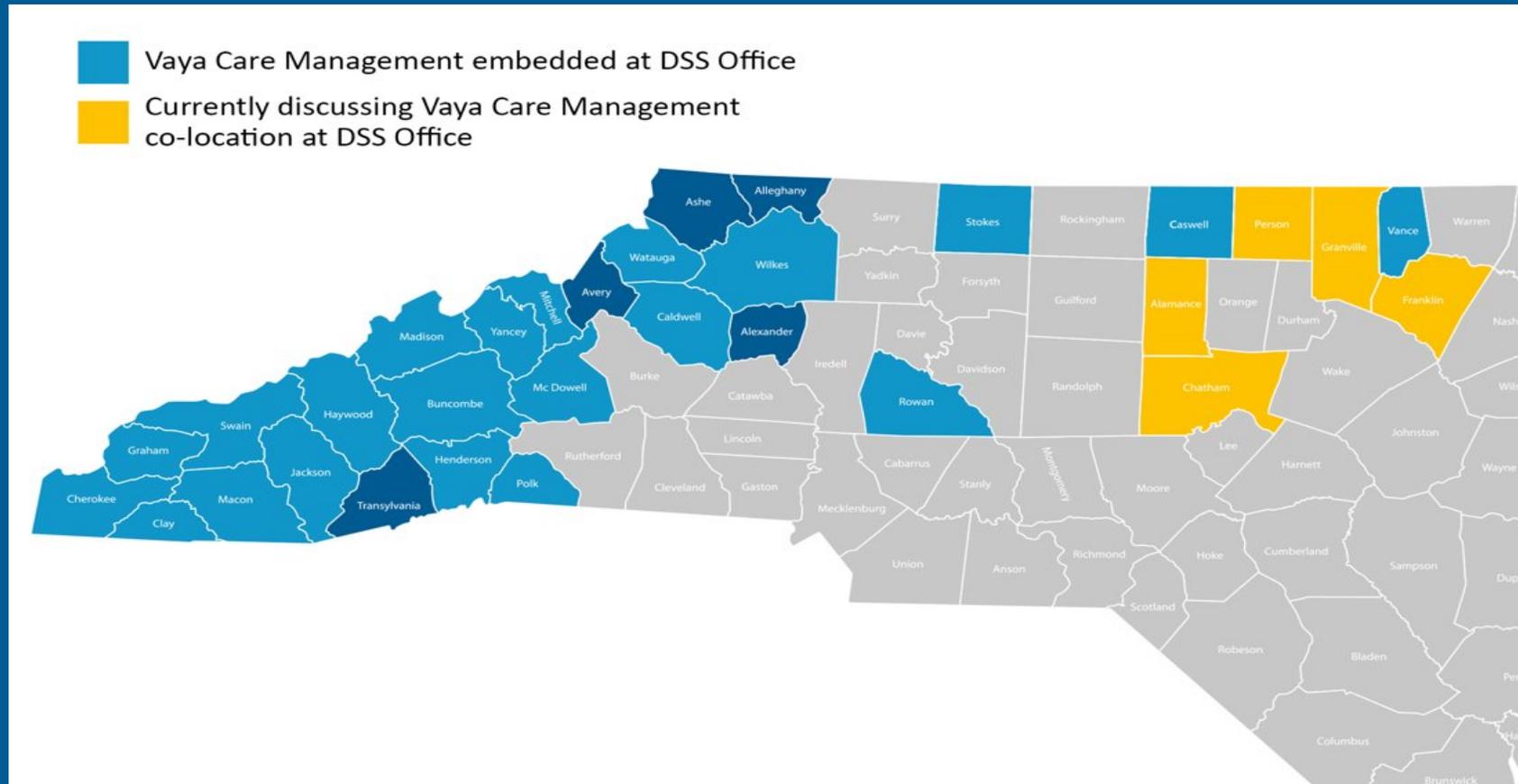
STATE-WIDE CHILD AND YOUTH IMPROVEMENT INITIATIVE

IMPROVEMENT AREAS

- Vaya is working with all LME/MCO's to establish a standardized seamless transition of care for children placed outside of the Vaya Health Plan region
- Vaya is implementing a standardized pass-through authorization process for children entering residential treatment services to eliminate any barriers for children needing to quickly enter residential treatment
- Vaya is working with other LME/MCO's and Benchmarks to develop a standardized referral process for all residential provider
- Vaya continues to expand a statewide open network to improve access to care for child services
- Reduce or eliminate the need for Out of Network Agreements prior to entry to care

IMPROVEMENT AREAS CONT'D

- Vaya continues to support DSS' by co-locating our Care Management with DSS for clinical and system support



IMPROVEMENT AREAS CONT'D

- Vaya has an escalation protocol for DSS' to notify Vaya leadership of acute high risk cases including 24/7 access through the Vaya Call Center outside business hours
- Vaya is raising rates to expand access to crisis/emergency beds to reduce/eliminate the needs for DSS to temporarily house children with an emergency need
 - Vaya currently have 38 crisis beds that are available for Vaya Members
 - Vaya is actively working to add 20 additional crisis beds over the next 3 months (pending DHSR approval)

EXPANDING ACCESS TO THERAPEUTIC FOSTER CARE - PROFESSIONAL PARENTING

- Vaya increased TFC rate from \$97.22 to **\$175.00** per day (Emergency Respite **\$360.00** per day)
- Our goal is to create an extensive TFC network that allows our children to remain in their home communities with TFC parents dedicated to children's success and transitioning home
- In the coming weeks Vaya will be reaching out to contracted TFC providers to discuss these goals and to monitor the success of these new rates meeting the following objectives:
 - **Improving the retention rate of current TFC families**
 - **Expanding the number of therapeutic homes across the Vaya region**
 - **Supporting children being served in their local communities with their local support systems**
 - **Improving the coordination of services for children in care by assuring children are connected with medical, dental, and behavioral health services**
 - **Providing additional support and training to TFC families**

Opioid Settlement Funds

Partnering with our local
governments, state and
community partners

NC OPIOID SETTLEMENT

Option A:

High-impact Opioid Abatement Strategies

- **Collaborative** strategic planning
- **Evidence-based** addiction treatment
- **Recovery support** services
- **Recovery housing** support
- **Employment-related** services
- **Early intervention**
- **Naloxone** distribution
- **Post-overdose response** team
- **Syringe Service Program**
- **Criminal justice diversion programs**
- **Addiction treatment for incarcerated** persons
- **Reentry** programs

NC OPIOID SETTLEMENT

Option B: Additional Opioid Remediation Activities

- **Collaborative** strategic planning with diverse array of stakeholders
- **Array of Core Abatement Strategies** (26 strategies in 9 categories)
- **Expanded array of evidence-based or evidence-informed programs or strategies**
 - **Expands High-Impact** and Core Abatement Strategies
 - Offers **more specific funding opportunities** to implement High-Impact and Core Abatement Strategies
 - Includes **special populations**
 - **Expands prevention, education, training, planning, coordination, and research opportunities**
- A **local government must formally authorize** the expenditure in its budget or through a separate resolution or ordinance

PRINCIPLES TO CONSIDER FOR USE OF SETTLEMENT FUNDS

- Spend money to save lives
- Use evidence-based strategies to guide spending
- Invest in youth and family prevention
- Focus on racial equity
- Develop fair and transparent process for deciding
- Root causes of opioid deaths are diverse; however, lack of economic opportunity, financial and housing instability, persistent physical and emotional pain, untreated mental health problems are common factors
- Access and retention in Medication-Assisted Treatment
- Opioid crisis is now a polysubstance crisis

ADAPTED FROM RAND HEALTHCARE, *STRATEGIES FOR EFFECTIVELY ALLOCATING OPIOID SETTLEMENT FUNDS*



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AGENDA ITEM 10:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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

Monthly Collections Report

Watauga County

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

Monthly Report July 2022

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>					
Taxes 2022	0.00		0.00		
Prior Year Taxes	74,277.59		74,277.59		
Solid Waste User Fees	6,458.71		6,458.71		
Green Box Fees	98.03		98.03		
Total County Funds	\$80,834.33		\$80,834.33		
<u>Fire Districts</u>					
Foscoe Fire	1,070.27		1,070.27		
Boone Fire	3,327.82		3,327.82		
Fall Creek Service Dist.	0.00		0.00		
Beaver Dam Fire	304.83		304.83		
Stewart Simmons Fire	164.48		164.48		
Zionville Fire	693.14		693.14		
Cove Creek Fire	1,377.38		1,377.38		
Shawneehaw Fire	252.99		252.99		
Meat Camp Fire	511.26		511.26		
Deep Gap Fire	498.22		498.22		
Todd Fire	62.93		62.93		
Blowing Rock Fire	647.70		647.70		
M.C. Creston Fire	0.00		0.00		
Foscoe Service District	188.60		188.60		
Beech Mtn. Service Dist.	0.00		0.00		
Cove Creek Service Dist.	0.00		0.00		
Shawneehaw Service Dist	0.00		0.00		
	\$9,099.62		9,099.62		
<u>Towns</u>					
Boone	1,597.13		1,597.13		
Municipal Services	0.00		0.00		
Boone MV Fee	NA	NA	NA	NA	
Blowing Rock	NA	NA	NA	NA	
Seven Devils	NA	NA	NA	NA	
Beech Mountain	NA	NA	NA	NA	
Total Town Taxes	\$1,597.13		\$1,597.13		
Total Amount Collected	\$91,531.08		\$91,531.08		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 10:

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.

07/29/2022 15:04
Larry.Warren

WATAUGA COUNTY
RELEASES - 07/01/2022 TO 07/29/2022

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tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1624958 COMPREHENSIVE ASSESS. & TREAT. PO BOX 112 BOONE, NC 28607	PP 2019	3624	07/29/2022			0 G01	70.32
	624958999			C02		C02	71.55
	TAX RELEASES OUT OF BUSINESS				8127		141.87
1624958 COMPREHENSIVE ASSESS. & TREAT. PO BOX 112 BOONE, NC 28607	PP 2020	220	07/29/2022			0 G01	63.27
	624958999			C02		C02	64.37
	TAX RELEASES OUT OF BUSINESS				8126	G01L C02L	6.33 6.44
							140.41
1624958 COMPREHENSIVE ASSESS. & TREAT. PO BOX 112 BOONE, NC 28607	PP 2021	3376	07/29/2022			0 G01	51.10
	624958999			C02		C02	55.79
	TAX RELEASES OUT OF BUSINESS				8125		106.89
DETAIL SUMMARY	COUNT: 3		RELEASES - TOTAL			0	389.17

07/29/2022 15:04
Larry.Warren

WATAUGA COUNTY
RELEASES - 07/01/2022 TO 07/29/2022

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tncrapt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2019	PP	C02	BOONE PP	71.55
2019	PP	G01	WATAUGA COUNTY PP	70.32
			2019 TOTAL	141.87
2020	PP	C02	BOONE PP	64.37
2020	PP	C02L	BOONE LATE LIST	6.44
2020	PP	G01	WATAUGA COUNTY PP	63.27
2020	PP	G01L	WATAUGA COUNTY LATE LIST	6.33
			2020 TOTAL	140.41
2021	PP	C02	BOONE PP	55.79
2021	PP	G01	WATAUGA COUNTY PP	51.10
			2021 TOTAL	106.89
			SUMMARY TOTAL	389.17

07/29/2022 15:04
 Larry.Warren

WATAUGA COUNTY
 RELEASES - 07/01/2022 TO 07/29/2022

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 tncrpt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
C02	2019	C02 BOONE PP	71.55
C02	2019	G01 WATAUGA COUNTY PP	70.32
C02	2020	C02 BOONE PP	64.37
C02	2020	C02L BOONE LATE LIST	6.44
C02	2020	G01 WATAUGA COUNTY PP	63.27
C02	2020	G01L WATAUGA COUNTY LATE LIST	6.33
C02	2021	C02 BOONE PP	55.79
C02	2021	G01 WATAUGA COUNTY PP	51.10
		C02 TOTAL	389.17
		SUMMARY TOTAL	389.17

AGENDA ITEM 10:

TAX MATTERS

C. Annual Settlement of Tax Collector

MANAGER'S COMMENTS:

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

Board action is required for approval.

MEMORANDUM

TO: WATAUGA COUNTY COMMISSIONERS

FROM: LARRY WARREN, TAX ADMINISTRATOR

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

DATE:

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

ATTACHMENT: SETTLEMENT

Annual Settlement of Tax Collector WATAUGA COUNTY
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>37,048,311.57</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>80,159.11</u>
C.	All other sums charged and debits.	\$ <u>410,337.12</u>
TOTAL CHARGE		\$ <u><u>37,538,807.80</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>36,843,298.11</u>
B.	Interest.	\$ <u>80,159.11</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>110,592.23</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>37,034,049.45</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>504,758.35</u>
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TOTAL	\$ <u><u>37,538,807.80</u></u>
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Annual Settlement of Tax Collector TOWN OF BOONE
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	<u>6,721,922.74</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>9,588.45</u>
C. All other sums charged and debits.	\$	<u>(15.18)</u>
TOTAL CHARGE	\$	<u><u>6,731,496.01</u></u>

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	<u>6,642,995.01</u>
B. Interest.	\$	<u>9,588.45</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>NA</u>
D. Releases duly allowed by the governing body.	\$	<u>29,723.00</u>
E. Discounts allowed by law.	\$	<u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>NA</u>
TOTAL CREDIT	\$	<u><u>6,682,306.46</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>49,189.55</u>
TOTAL	\$	<u><u>6,731,496.01</u></u>

Annual Settlement of Tax Collector FOSCOE FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	<u>472,663.38</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>945.80</u>
C. All other sums charged and debits.	\$	<u>24.39</u>
TOTAL CHARGE	\$	<u><u>473,633.57</u></u>

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$	<u>468,327.64</u>
B. Interest.	\$	<u>945.80</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>NA</u>
D. Releases duly allowed by the governing body.	\$	<u>273.44</u>
E. Discounts allowed by law.	\$	<u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>NA</u>
TOTAL CREDIT	\$	<u><u>469,546.88</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>4,086.69</u>
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TOTAL	\$	<u><u>473,633.57</u></u>
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Annual Settlement of Tax Collector BOONE FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>900,633.90</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>1,489.32</u>
C.	All other sums charged and debits.	\$ <u>(33.54)</u>
TOTAL CHARGE		\$ <u><u>902,089.68</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>886,933.07</u>
B.	Interest.	\$ <u>1,489.32</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>945.40</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>889,367.79</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>12,721.89</u>
TOTAL	\$ <u><u>902,089.68</u></u>

Annual Settlement of Tax Collector FALL CREEK
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	<u>9,559.12</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>17.65</u>
C. All other sums charged and debits.	\$	<u>(0.10)</u>
TOTAL CHARGE	\$	<u><u>9,576.67</u></u>

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	<u>9,431.61</u>
B. Interest.	\$	<u>17.65</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>NA</u>
D. Releases duly allowed by the governing body.	\$	<u>3.00</u>
E. Discounts allowed by law.	\$	<u>NA</u>
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	<u>NA</u>
TOTAL CREDIT	\$	<u><u>9,452.26</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>124.41</u>
TOTAL	\$	<u><u>9,576.67</u></u>

Annual Settlement of Tax Collector BEAVER DAM FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>102,925.89</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>360.25</u>
C.	All other sums charged and debits.	\$ <u>(2.00)</u>
TOTAL CHARGE		\$ <u><u>103,284.14</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$ <u>97,497.28</u>
B.	Interest.	\$ <u>360.25</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>146.82</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>98,004.35</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>5,279.79</u>
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TOTAL	\$ <u><u>103,284.14</u></u>
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Annual Settlement of Tax Collector STEWART SIMMONS FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	260,813.93
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	671.42
C.	All other sums charged and debits.	\$	(1.88)
TOTAL CHARGE			\$ 261,483.47

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$	251,446.67
B.	Interest.	\$	671.42
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D.	Releases duly allowed by the governing body.	\$	6,008.66
E.	Discounts allowed by law.	\$	NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT			\$ 258,126.75

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	3,356.72
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TOTAL	\$	261,483.47
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Annual Settlement of Tax Collector ZIONVILLE FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	114,509.43
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	342.51
C.	All other sums charged and debits.	\$	(0.82)
TOTAL CHARGE			\$ 114,851.12

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$	110,906.77
B.	Interest.	\$	342.51
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D.	Releases duly allowed by the governing body.	\$	156.39
E.	Discounts allowed by law.	\$	NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT			\$ 111,405.67

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	3,445.45
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TOTAL	\$	114,851.12
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Annual Settlement of Tax Collector COVE CREEK FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>243,076.35</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>700.63</u>
C.	All other sums charged and debits.	\$ <u>(2.44)</u>
TOTAL CHARGE		\$ <u><u>243,774.54</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$ <u>235,763.16</u>
B.	Interest.	\$ <u>700.63</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>2,090.62</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>238,554.41</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>5,220.13</u>
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TOTAL	\$ <u><u>243,774.54</u></u>
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Annual Settlement of Tax Collector SHAWNEEHAW FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>106,071.30</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>301.67</u>
C.	All other sums charged and debits.	\$ <u>(0.31)</u>
	TOTAL CHARGE	\$ <u><u>106,372.66</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$ <u>104,239.26</u>
B.	Interest.	\$ <u>301.67</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>50.00</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
	TOTAL CREDIT	\$ <u><u>104,590.93</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>1,781.73</u>
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TOTAL	\$ <u><u>106,372.66</u></u>
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Annual Settlement of Tax Collector MEAT CAMP FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>210,457.85</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>1,026.59</u>
C.	All other sums charged and debits.	\$ <u>(3.59)</u>
TOTAL CHARGE		\$ <u><u>211,480.85</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>204,920.41</u>
B.	Interest.	\$ <u>1,026.59</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>336.79</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>206,283.79</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>5,197.06</u>
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TOTAL	\$ <u><u>211,480.85</u></u>
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Annual Settlement of Tax Collector DEEP GAP FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	187,447.68
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	414.88
C.	All other sums charged and debits.	\$	(2.18)
TOTAL CHARGE		\$	187,860.38

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$	183,407.82
B.	Interest.	\$	414.88
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	NA
D.	Releases duly allowed by the governing body.	\$	186.08
E.	Discounts allowed by law.	\$	NA
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	NA
TOTAL CREDIT		\$	184,008.78

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	3,851.60
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TOTAL	\$	187,860.38
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Annual Settlement of Tax Collector TODD FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>62,705.25</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>214.83</u>
C.	All other sums charged and debits.	\$ <u>(0.20)</u>
TOTAL CHARGE		\$ <u><u>62,919.88</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$ <u>61,818.80</u>
B.	Interest.	\$ <u>214.83</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>55.48</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>62,089.11</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>830.77</u>
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TOTAL	\$ <u><u>62,919.88</u></u>
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Annual Settlement of Tax Collector BLOWING ROCK FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>503,556.16</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>1,244.91</u>
C.	All other sums charged and debits.	\$ <u>13.22</u>
TOTAL CHARGE		\$ <u><u>504,814.29</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>494,644.47</u>
B.	Interest.	\$ <u>1,244.91</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>2,099.08</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>497,988.46</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>6,825.83</u>
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TOTAL	\$ <u><u>504,814.29</u></u>
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Annual Settlement of Tax Collector MEAT CAMP-CRESTON FIRE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>5,993.36</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>17.17</u>
C.	All other sums charged and debits.	\$ <u>(0.36)</u>
TOTAL CHARGE		\$ <u><u>6,010.17</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$ <u>5,427.20</u>
B.	Interest.	\$ <u>17.17</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>21.80</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>5,466.17</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>544.00</u>
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TOTAL	\$ <u><u>6,010.17</u></u>
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Annual Settlement of Tax Collector MUNICIPAL SERVICE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>217,823.69</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>362.48</u>
C.	All other sums charged and debits.	\$ <u>47.28</u>
TOTAL CHARGE		\$ <u><u>218,233.45</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>207,014.75</u>
B.	Interest.	\$ <u>362.48</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>163.95</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>207,541.18</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>10,692.27</u>
TOTAL	\$ <u><u>218,233.45</u></u>

Annual Settlement of Tax Collector GREEN BOX FEES
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	<u>25.00</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u> </u>
C.	All other sums charged and debits.	\$	<u> </u>
TOTAL CHARGE		\$	<u><u>25.00</u></u>

TAX COLLECTOR'S CREDIT

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

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4). \$ 25.00

TOTAL \$ 25.00

Annual Settlement of Tax Collector LANDFILL FEES
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3) SOLID WASTE USER FEE

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>2,621,200.00</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>5,397.58</u>
C.	All other sums charged and debits.	\$ <u>(649.79)</u>
TOTAL CHARGE		\$ <u><u>2,625,947.79</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$ <u>2,555,215.55</u>
B.	Interest.	\$ <u>5,397.58</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>2,720.00</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>2,563,333.13</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>62,614.66</u>
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TOTAL	\$ <u><u>2,625,947.79</u></u>
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Annual Settlement of Tax Collector FOSCOE SERVICE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>74,802.34</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>112.49</u>
C.	All other sums charged and debits.	\$ <u>(0.24)</u>
TOTAL CHARGE		\$ <u><u>74,914.59</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$ <u>73,885.09</u>
B.	Interest.	\$ <u>112.49</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>0.34</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>73,997.92</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>916.67</u>
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TOTAL	\$ <u><u>74,914.59</u></u>
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Annual Settlement of Tax Collector BEECH MTN. SERVICE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>1,658.19</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>2.35</u>
C.	All other sums charged and debits.	\$ <u>(0.11)</u>
TOTAL CHARGE		\$ <u><u>1,660.43</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$ <u>1,657.11</u>
B.	Interest.	\$ <u>2.35</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>0.00</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>1,659.46</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>0.97</u>
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TOTAL	\$ <u><u>1,660.43</u></u>
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Annual Settlement of Tax Collector COVE CREEK SERVICE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u> 324.15</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u> 0.00</u>
C.	All other sums charged and debits.	\$ <u> 0.00</u>
TOTAL CHARGE		\$ <u><u> 324.15</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or received for by a proper official of the unit.	\$ <u> 324.15</u>
B.	Interest.	\$ <u> 0.00</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u> NA </u>
D.	Releases duly allowed by the governing body.	\$ <u> 0.00</u>
E.	Discounts allowed by law.	\$ <u> NA </u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u> NA </u>
TOTAL CREDIT		\$ <u><u> 324.15</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u> 0.00</u>
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TOTAL	\$ <u><u> 324.15</u></u>
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Annual Settlement of Tax Collector SHAWNEEHAW SERVICE DISTRICT
 FY 2021-2022 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$ <u>6,479.94</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>20.89</u>
C.	All other sums charged and debits.	\$ <u>(0.10)</u>
TOTAL CHARGE		\$ <u><u>6,500.73</u></u>

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$ <u>6,260.06</u>
B.	Interest.	\$ <u>20.89</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ <u>NA</u>
D.	Releases duly allowed by the governing body.	\$ <u>57.99</u>
E.	Discounts allowed by law.	\$ <u>NA</u>
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ <u>NA</u>
TOTAL CREDIT		\$ <u><u>6,338.94</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>161.79</u>
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TOTAL	\$ <u><u>6,500.73</u></u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR

WATAUGA COUNTY

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2012-2020</u>	\$	<u>975,860.12</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>355,910.71</u>
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B.	<u>2012</u> taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>(16,846.89)</u>
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	TOTAL CREDITS		\$	<u>339,063.82</u>
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	Prior Year Taxes	@ <u>6/30/2022</u>	\$	<u>636,796.30</u>
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	TOTAL		\$	<u>975,860.12</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR

TOWN OF BOONE

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2012-2020</u>	\$	<u>119,165.06</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>48,963.43</u>
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B.	<u>2012</u> taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>(14,131.55)</u>
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	TOTAL CREDITS		\$	<u>34,831.88</u>
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	Prior Year Taxes	@ <u>6/30/22</u>	\$	<u>84,333.18</u>
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	TOTAL		\$	<u>119,165.06</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
FOSCOE FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$ <u>11,491.01</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>3,481.44</u>
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B.	2012 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>(44.95)</u>
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	TOTAL CREDITS		\$ <u>3,436.49</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$ <u>8,054.52</u>
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	TOTAL		\$ <u>11,491.01</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR

BOONE FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2012-2020</u>	\$	<u>27,929.74</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>8,707.82</u>
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B.	<u>2012</u> taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>(27.95)</u>
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	TOTAL CREDITS		\$	<u>8,679.87</u>
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	Prior Year Taxes	<u>@ 6/30/2022</u>	\$	<u>19,249.87</u>
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	TOTAL		\$	<u>27,929.74</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR

FALL CREEK

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2012-2020</u>	\$	<u>421.89</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>140.20</u>
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B.	<u>2012</u> taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>0.00</u>
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	TOTAL CREDITS		\$	<u>140.20</u>
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	Prior Year Taxes	<u>@ 6/30/2022</u>	\$	<u>281.69</u>
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	TOTAL		\$	<u>421.89</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
BEAVER DAM FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$ <u>5,038.80</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>2,082.10</u>
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B.	2012 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>0.21</u>
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	TOTAL CREDITS	\$ <u>2,082.31</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$ <u>2,956.49</u>
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	TOTAL	\$ <u>5,038.80</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
STEWART SIMMONS FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$ <u>6,281.26</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>2,564.89</u>
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B.	2012 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>0.55</u>
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	TOTAL CREDITS	\$ <u>2,565.44</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$ <u>3,715.82</u>
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	TOTAL	\$ <u>6,281.26</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
ZIONVILLE FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$	<u>8,530.67</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>1,879.87</u>
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B.	2012 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>6.64</u>
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	TOTAL CREDITS	\$	<u>1,886.51</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$	<u>6,644.16</u>
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	TOTAL	\$	<u>8,530.67</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
COVE CREEK FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$ <u>10,780.32</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>4,481.28</u>
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B.	2012 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>0.16</u>
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	TOTAL CREDITS	\$ <u>4,481.44</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$ <u>6,298.88</u>
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	TOTAL	\$ <u>10,780.32</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
SHAWNEEHAW FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$	<u>2,049.97</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>954.82</u>
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B.	2012 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>0.03</u>
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	TOTAL CREDITS	\$	<u>954.85</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$	<u>1,095.12</u>
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	TOTAL	\$	<u>2,049.97</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
MEAT CAMP FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$	<u>11,850.58</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>4,165.43</u>
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B.	2012 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>(1.03)</u>
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	TOTAL CREDITS	\$	<u>4,164.40</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$	<u>7,686.18</u>
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	TOTAL	\$	<u>11,850.58</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR

DEEP GAP FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2012-2020</u>	\$	<u>9,764.98</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>2,321.43</u>
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B.	<u>2012</u> taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>0.48</u>
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	TOTAL CREDITS		\$	<u>2,321.91</u>
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Prior Year Taxes	<u>@ 6/30/2022</u>		\$	<u>7,443.07</u>
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	TOTAL		\$	<u>9,764.98</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR

TODD FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2012-2020</u>	\$	<u>1,453.98</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>761.66</u>
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B.	<u>2012</u> taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>0.25</u>
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	TOTAL CREDITS		\$	<u>761.91</u>
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	Prior Year Taxes	@ <u>6/30/2022</u>	\$	<u>692.07</u>
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	TOTAL		\$	<u>1,453.98</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
BLOWING ROCK FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2022</u>	\$	<u>6,553.67</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>3,080.08</u>
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B.	2012 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>(60.04)</u>
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	TOTAL CREDITS	\$	<u>3,020.04</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$	<u>3,533.63</u>
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	TOTAL	\$	<u>6,553.67</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
MEAT CAMP-CRESTON FIRE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$ <u>1,117.13</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>465.85</u>
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B.	2012 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>0.09</u>
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	TOTAL CREDITS	\$ <u>465.94</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$ <u>651.19</u>
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	TOTAL	\$ <u>1,117.13</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
FOSCOE SERVICE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$ <u>2,108.46</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>614.88</u>
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B.	2012 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>0.01</u>
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	TOTAL CREDITS	\$ <u>614.89</u>
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Prior Year Taxes	<u>@ 6/30/2022</u>	\$ <u>1,493.57</u>
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	TOTAL	\$ <u>2,108.46</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR

BEECH MTN. SERVICE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2012-2020</u>	\$	<u>7.11</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>0.00</u>
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B.	<u>2012</u> taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>0.20</u>
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	TOTAL CREDITS		\$	<u>0.20</u>
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	Prior Year Taxes	<u>@ 6/30/2022</u>	\$	<u>6.91</u>
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	TOTAL		\$	<u>7.11</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
SHAWNEEHAW SERVICE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$	<u>593.47</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>72.49</u>
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B.	2012 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>0.01</u>
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	TOTAL CREDITS	\$	<u>72.50</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$	<u>520.97</u>
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	TOTAL	\$	<u>593.47</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
MUNICIPAL SERVICE DISTRICT

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$	<u>8,999.64</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>513.17</u>
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B.	2012 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>(47.65)</u>
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	TOTAL CREDITS	\$	<u>465.52</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$	<u>8,534.12</u>
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	TOTAL	\$	<u>8,999.64</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR

GREEN BOX FEES

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2012-2020</u>	\$	<u>5,989.60</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>301.02</u>
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B.	<u>2012</u> taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>0.00</u>
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	TOTAL CREDITS		\$	<u>301.02</u>
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	Prior Year Taxes	@ <u>6/30/2022</u>	\$	<u>5,688.58</u>
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	TOTAL		\$	<u>5,989.60</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR
SOLID WASTE USER FEE

Prior year FY 2021-2022 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2012-2020</u>	\$ <u>191,900.14</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>43,391.02</u>
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B.	2012 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>(151.53)</u>
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	TOTAL CREDITS	\$ <u>43,239.49</u>
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	Prior Year Taxes @ <u>6/30/2022</u>	\$ <u>148,660.65</u>
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	TOTAL	\$ <u>191,900.14</u>
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AGENDA ITEM 10:

TAX MATTERS

D. Oath to Collect Taxes

MANAGER'S COMMENTS:

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

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

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

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

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____ 2022

(SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS
OF WATAUGA COUNTY

ATTEST:

CLERK OF BOARD OF COMMISSIONERS
COUNTY OF WATAUGA

OATH AS TO DILIGENT EFFORT TO COLLECT TAXES

N.C.G.S. 105-373

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

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

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

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

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

LARRY WARREN, TAX ADMINISTRATOR

OATH ADMINISTERED BY: _____
(NAME)

(TITLE)

DATE

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AGENDA ITEM 10:

TAX MATTERS

E. Proposed Resolution Scheduling the Octennial Reappraisal

MANAGER'S COMMENTS:

Tax Administrator Larry Warren will present a resolution establishing the reappraisal schedule to be effective January 1, 2027. Board approval is requested to establish the revaluation schedule.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

RESOLUTION FOR THE 2027 OCTENNIAL REAPPRAISAL

WHEREAS, G.S. 105-286(a)(2) provides that any county so desiring may conduct a reappraisal of real property earlier than required by the octennial plan outlined by G.S. 105-286(a)(1), and;

WHEREAS, Watauga County desires to implement the scheduled octennial reappraisal plan in accordance with G.S. 105-286(a)(1) on January 1, 2027;

THEREFORE, BE IT RESOLVED that Watauga County's next reappraisal of real property shall be effective on January 1, 2027, and that future scheduled reappraisals shall occur every four years thereafter.

BE IT FURTHER RESOLVED that this resolution shall hereby abolish and supersede any previous resolutions adopted by the Board of Commissioners regarding the County's reappraisal schedule.

ADOPTED this the 16th day of August, 2022

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle
Clerk to the Board

AGENDA ITEM 11:

BID AWARD FOR TRAILER STORAGE AREA IMPROVEMENTS

MANAGER'S COMMENTS:

The County recently accepted bids for Trailer Storage Area Improvements. The lowest responsive bidder exceeded the budgeted amount for the project. Staff recommends rejecting the bids and developing a revised plan to separate the project into smaller multiple projects to bring the project within or closer to the budgeted amounts.

Board action is required to reject the bids for the Trailer Storage Area Improvements and direct staff to revise the project to be bid at a later date.



WATAUGA COUNTY

*SANITATION
DEPARTMENT*

336 Landfill Road – Boone, NC 28607 – (828) 264-5305
TDD 1-800-735-2962 – Voice 1-800-735-8262 – FAX (828) 264-3230

August 5, 2022

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Trailer Storage Area Improvements Bid

Staff accepted bids for Scale House Improvements on June 30, 2022. A total of two (2) bids were received and opened with the following results:

- Iron Mountain Construction Company, Inc. - **\$584,483.00**
- King General Contractors, Inc. - \$779,734.34

McGill Associates estimates, based on current market prices, that this project should cost approximately **\$300,000.00**. McGill, also, reminds the County that according to the bid documents Watauga County has the right to reject any and all bids.

Since the lowest responsive bid **exceeds** McGill's original cost estimate, and the apparent low bid is double current market pricing, staff recommends rejecting the enclosed bid and re-bidding the project at a later date.

A copy of Iron Mountain Construction's bid has been attached for your reference and Iron Mountain holds an Unlimited, Highway and Public Utilities Contractors License (#26784) with the North Carolina Licensing Board of General Contractors and are therefore qualified to perform the scope of work for this project.



August 4, 2022

Mr. Rex Buck, Operation Services Manager
Watauga County Solid Waste and Recycling
336 Landfill Road
Boone, North Carolina 28607

RE: Recommendation and Certified Bid Tabulation
Trailer Storage Area Improvements
Watauga County, North Carolina

Dear Mr. Buck:

On June 30, 2022, two (2) sealed, public bids were received at the Watauga County Landfill Offices in Boone North Carolina for the above referenced project. The submitted bids were unable to be opened as the minimum number of bids were not received. Per North Carolina General Statutes, the project was re-advertised and re-bid. On July 21, 2022, public bids were opened and read aloud. Two (2) bids were received with the apparent low bid submitted by Iron Mountain Construction Co., Inc of Mountain City, Tennessee for a total bid price of \$584,483.00. Attached is a certified bid tabulation with the details for the bids received.

Iron Mountain Construction Co., Inc. holds an Unlimited, Highway and Public Utilities Contracting License #26784 with the North Carolina Licensing Board for General Contractors, therefore they are properly licensed to perform the scope of work associated with this project. Iron Mountain Construction Co., Inc. submitted a complete bid package.

We have estimated that based on current market prices that this project should cost approximately \$300,000. Through the bidding documents Watauga County has the right to reject any and all bids. If you have any questions regarding this matter or require additional information, please do not hesitate to contact me.

Sincerely,
McGILL ASSOCIATES, P.A.

A handwritten signature in black ink, appearing to read "S. Burwell", is written over a white background.

Scott Burwell, PE
Project Manager

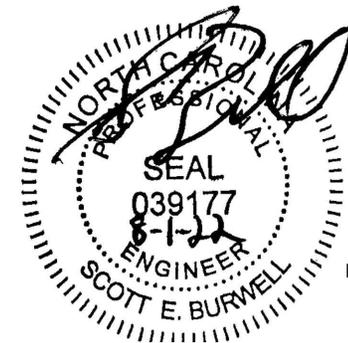
Attachments: Certified Bid Tabulation
Iron Mountain Construction, Inc's Bid

**CERTIFIED BID TABULATION
TRAILER STORAGE AREA IMPROVEMENTS
WATAUGA COUNTY**

ITEM	DESCRIPTION	QUANTITY	UNIT	Iron Mountain Construction Co., Inc. 601 Hospital Road Mountain City, Tennessee 37683		King General Contractors, Inc. Post Office Box 16278 Bristol, Virginia 24209	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization & General Conditions	1	LS	\$17,000.00	\$17,000.00	\$98,125.55	\$98,125.55
2	Silt Fence	150	LF	\$12.50	\$1,875.00	\$17.95	\$2,692.50
3	Clearing and Grubbing	1	LS	\$12,500.00	\$12,500.00	\$20,233.09	\$20,233.09
4	Seeding, Fertilizing, and Mulching	1	LS	\$12,500.00	\$12,500.00	\$12,465.00	\$12,465.00
5	Erosion Control Matting	325	SY	\$12.00	\$3,900.00	\$13.91	\$4,520.75
6	Riprap w/ Filter Fabric	85	TON	\$156.00	\$13,260.00	\$194.76	\$16,554.60
7	Demolition	1	LS	\$12,500.00	\$12,500.00	\$18,812.30	\$18,812.30
8	Bollard	4	EA	\$2,500.00	\$10,000.00	\$2,295.48	\$9,181.92
9	6" Sch.40 Stormwater Pipe w/ cleanouts	125	LF	\$130.00	\$16,250.00	\$91.08	\$11,385.00
10	18" HDPE Pipe	152	LF	\$101.00	\$15,352.00	\$111.10	\$16,887.20
11	36" HDPE Pipe	216	LF	\$165.00	\$35,640.00	\$196.22	\$42,383.52
12	Junction Box	2	EA	\$4,125.00	\$8,250.00	\$5,849.08	\$11,698.16
13	Drop Inlet	1	EA	\$4,625.00	\$4,625.00	\$6,563.72	\$6,563.72
14	Concrete Landing Gear Pad, Wheel Pad, Curb Stop, Leachate Flume	1	LS	\$63,340.00	\$63,340.00	\$149,082.77	\$149,082.77
15	6" Conical Drain Plug	8	EA	\$2,256.00	\$18,048.00	\$533.17	\$4,265.36
16	CABC Stone	1,100	TON	\$48.00	\$52,800.00	\$52.75	\$58,025.00
17	2" I19b Asphalt Binder Course	210	TON	\$192.00	\$40,320.00	\$260.90	\$54,789.00
18	2" S9.5B Asphalt Surface Course	210	TON	\$192.00	\$40,320.00	\$260.90	\$54,789.00
19	Pavement Striping	1	LS	\$4,800.00	\$4,800.00	\$5,268.88	\$5,268.88
20	1" Municipex Water line	250	LF	\$15.00	\$3,750.00	\$36.98	\$9,245.00
21	1" Ball Valve, Meter Box, tie into existing water service	1	EA	\$1,800.00	\$1,800.00	\$5,569.72	\$5,569.72
22	Yard Hydrant	1	EA	\$1,900.00	\$1,900.00	\$999.74	\$999.74
23	6" Sch.40 Sewer Line w/ cleanouts	350	LF	\$106.00	\$37,100.00	\$71.86	\$25,151.00
24	2500 Gallon Septic Tank	1	LS	\$24,633.00	\$24,633.00	\$46,874.39	\$46,874.39
25	Doghouse manhole	1	EA	\$7,020.00	\$7,020.00	\$12,466.08	\$12,466.08
26	Earthwork	1	LS	\$125,000.00	\$125,000.00	\$81,704.99	\$81,704.99
TOTAL					\$584,483.00		\$779,734.24



This is to certify that the bids tabulated herein were publicly opened and read aloud at **2:00 p.m.** on the **21st day of July 2022**, in the **Watauga County Sanitation Office, Boone, North Carolina** and that said bids were accompanied by acceptable certified checks or bidder's bonds in the amount of 5% of the bid.



BID FORM

Watauga County Trailer Storage Area Improvements

Engineer's Project No. 20.00704

TABLE OF CONTENTS

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ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

Watauga County Solid Waste and Recycling
 336 Landfill Road
 Boone, North Carolina 28607
 Attention: Rex Buck

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the date of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
#1	6/27/22
#2	6/28/22
#3	7/06/22
#4	7/07/22

B. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to

the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, that Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid.
- J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents and is in writing and in the form of a formal addendum.
- M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents. The work will be completed for the price(s) listed in the Bid Schedule that is included in the Contract Documents.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 45 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 60 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- ✓A. List of Proposed Subcontractors
 - ✓B. Department of Treasury, Internal Revenue Service, Form W-9 for Contractor and all Proposed Subcontractors.

ARTICLE 8 – BID SUBMITTAL

This Bid Submitted By:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

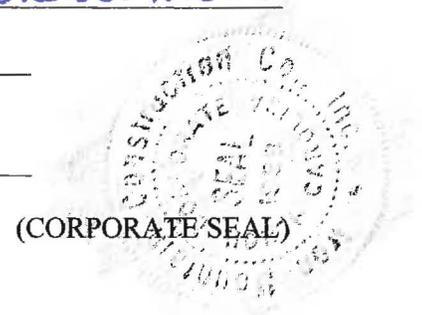
Corporation Name: Iron Mountain Construction Co., Inc (SEAL)

State of Incorporation: NC
Type (General Business, Professional, Service, Limited Liability): general business

By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Samuel E Icenhour

Title: President



Attest [Signature]

Date of Authorization to do business in [State Where Project is Located] is 1989

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 601 Hospital Rd
Mountain City, TN 37683

Phone No. 423-727-4403 Fax No. 423-727-4200

SUBMITTED on July 21, 2022

State Contractor License No. 26784

BID SCHEDULE

**WATAUGA COUNTY TRAILER STORAGE AREA IMPROVEMENTS
WATAUGA COUNTY, NORTH CAROLINA**

BASE BID					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization & General Conditions	1	LS	17,000.00	17,000.00
2	Silt Fence	150	LF	12.50	1875.00
3	Clearing and Grubbing	1	LS	12,500.00	12,500.00
4	Seeding, Fertilizing, and Mulching	1	LS	12,500.00	12,500.00
5	Erosion Control Matting	325	SY	12.00	3900.00
6	Riprap w/ Filter Fabric	85	TON	156.00	13,260.00
7	Demolition	1	LS	12,500.00	12,500.00
8	Bollard	4	EA	2500.00	10,000.00
9	6" Sch.40 Stormwater Pipe w/ cleanouts	125	LF	130.00	16,250.00
10	18" HDPE Pipe	152	LF	101.00	15,352.00
11	36" HDPE Pipe	216	LF	165.00	35,640.00
12	Junction Box	2	EA	4125.00	8250.00
13	Drop Inlet	1	EA	4625.00	4625.00
14	Concrete Landing Gear Pad, Wheel Pad, Curb Stop, Leachate Flume	1	LS	63,340.00	63,340.00
15	6" Conical Drain Plug	8	EA	2256.00	18,048.00
16	CABC Stone	1,100	TON	48.00	52,800.00
17	2" I19b Asphalt Binder Course	210	TON	192.00	40,320.00
18	2" S9.5B Asphalt Surface Course	210	TON	192.00	40,320.00
19	Pavement Striping	1	LS	4800.00	4800.00
20	1" Municipex Water line	250	LF	15.00	3750.00
21	1" Ball Valve, Meter Box, tie into existing water service	1	EA	1800.00	1800.00
22	Yard Hydrant	1	EA	1900.00	1900.00
23	6" Sch.40 Sewer Line w/ cleanouts	350	LF	106.00	37,100.00
24	2500 Gallon Septic Tank	1	LS	24,633.00	24,633.00
25	Doghouse manhole	1	EA	7020.00	7020.00
26	Earthwork	1	LS	125,000.00	125,000.00
TOTAL					584,483.00

BID BOND

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

BIDDER (Name and Address):

Iron Mountain Construction Company, Inc.
PO Box 24
Mountain City, TN 37683

SURETY (Name, and Address of Principal Place of Business):

Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306

OWNER (Name and Address):

Watauga County
336 Landfill Road
Boone, NC 28607

BID

Bid Due Date: 6-30-2022

Description (Project Name— Include Location): Watauga County Solid Waste and Recycling
Storage Area Improvements

BOND

Bond Number: MNB2206301

Date: 6-30-2022

Penal sum	Five Percent of Amount Bid	\$ 5% of Bid Amount
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Iron Mountain Construction Company, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Samuel E. Icehour
Signature

Samuel E. Icehour
Print Name

President
Title

Attest:

Deana Icehour
Signature

Vice president / witness
Title

SURETY

Merchants National Bonding, Inc. (Seal)

Surety's Name and Corporate Seal

By:

Kelly L. Berry
Signature (Attach Power of Attorney)

Kelly L. Berry
Print Name

Attorney-in-Fact
Title

Attest:

Phillip H. Condra
Signature

Phillip H. Condra, witness
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS BONDING COMPANY, INC.

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gregory E Nash; Kelly L Berry; Phillip H Condra

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

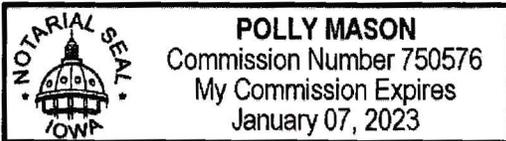


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of June, 2022.



William Warner Jr.
Secretary

Watauga County
E-VERIFY AFFIDAVIT

STATE OF NC
COUNTY OF Watauga

I, Kim Hanworth (the individual attesting below), being duly authorized by and on behalf of
Iron Mountain Construction Co Inc (the entity doing business with Watauga County hereinafter "Employer")

after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employer as defined herein, must use E-Verify. Each Employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in North Carolina and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES or
 - b. NO
- 4. Employer's subcontractors comply with E-Verify, and if Employer is contracted with Watauga County, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 30 day of June, 2022

Kim Hanworth
Signature of Affiant

Title: Corp. Secretary

State of Tennessee

County of Johnson

Signed and sworn to (or affirmed) before me, this 30th

day of June, 2022.

Notary Public
Print Name: Deena B. Icenhour

My Commission Expires: 04/19/2025

(Affix Official/Notarial Seal)



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
IRON MOUNTAIN CONSTRUCTION CO.,INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
601 HOSPITAL ROAD

6 City, state, and ZIP code
MOUNTAIN CITY, TN 37683

7 List account number(s) here (optional)

Requester's name and address (optional)
Watauga County

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	6	-	1	6	6	4	8	1	7
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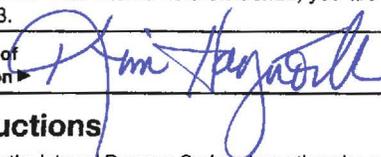
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **6-23-22**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Subcontractors:

1. Greene Construction, Inc.
2. Moretz Paving

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AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Armory Planning Committee

MANAGER'S COMMENTS:

At the last Board meeting, Commissioners Turnbow and Peralion were appointed to the Armory Planning Committee. Three appointees are required. The Board was to bring back names for an additional member to be appointed.

Staff seeks direction from the Board.

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AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Proposed Funding Agreement with the Boone Area Chamber of Commerce for Economic Development

MANAGER'S COMMENTS:

A proposed contract with the Boone Area Chamber of Commerce for economic development services is included in the packet. Mr. Joe Furman, Planning and Inspections/Economic Director, will be retiring in December of 2022. The proposed contract is a possible option for the Board to utilize in light of Mr. Furman's retirement.

Staff seeks direction from the Board.

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA**

DRAFT

FUNDING AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____ 2022 by and between the County of Watauga (hereinafter called "County"), and the Boone Area Chamber of Commerce, a not-for-profit organization (hereinafter called "Chamber"):

WITNESSETH

WHEREAS, the Chamber has requested that the County grant financial support to establish a coordinated county-wide economic development program, the purpose of which shall be to guide growth in Watauga County by encouraging the creation of new jobs, or saving of existing jobs, which pay above-average wages, are in businesses which have a favorable or non-adverse impact on the physical or social environment, and which contribute to an appropriately balanced, stable, and vital local economy; and

WHEREAS, the services, goods and programs offered by the Chamber constitute a public purpose offered to benefit the citizens and residents of the County of Watauga; and

WHEREAS, the Chamber desires to use these funds solely for the public good and to further a public purpose; and

WHEREAS, the County desires that these funds be appropriated to the Chamber so that they may provide the services, goods and programs stated below:

NOW THEREFORE, for and in consideration of the annual sum of \$100,000 to be paid by the County in four quarterly payments of \$25,000 beginning on July 1 and ending on or about June 30, concurrent with County's fiscal year. Pro-rata payment for the current fiscal year shall begin January 1, 2023, and shall consist of unexpended funds allocated by County for economic development for FY 2022-23. For this funding, the Chamber hereby agrees to initiate and provide the following services and programs:

- a) Employ an Economic Development Director to support the management of all aspects of the business recruitment and expansion (BRE) process and contribute to the overall BRE strategy. This includes economic development project management, existing industry support and site development throughout Watauga County and in coordination with Watauga County municipalities. All salary, benefits, and other support such as transportation necessary to carry out the job function will be provided with funds outlined in this contract agreement.
- b) Marketing & Brand Awareness: Increase Watauga County's brand awareness and communicate competitive advantages through targeted, strategic marketing efforts such as digital media ads, targeted media buys, targeted advertising, and other innovative efforts. Evaluate and refresh business recruitment materials such as microsites and print collateral to articulate Watauga County's business and lifestyle advantages with a focus directed to headquarters. Purchase of external databases and the use of third-party contractors to provide necessary information and / or research on Watauga County and the High Country Region in support of marketing efforts and the provision of demographic and other critical information to the municipalities is considered part of the information support function.

- c) Site Assessment & Product Development: Provide support to Watauga County to identify and develop new sites for commercial and industrial development.
- d) Existing Industry Support: Support existing Watauga County businesses through implementing a comprehensive existing industry strategy.
- e) Talent Recruitment: Increase overall awareness and recognition of Watauga County as a top destination for talent.
- f) Research & Analysis: Provide an annual report to the Watauga County Board of Commissioners detailing economic development expenditures and an overview of economic development activities. This report will be made at the time and in the manner deemed appropriate by the County Manager. Provide periodic updates and print & digital materials as requested.
- g) Financial Support: Provide supplemental funding, when appropriate, to agencies and organizations within the county involved in economic development activities that support overall economic development strategies of Watauga County. When appropriate, the Chamber shall seek approval of the Watauga County Board of Commissioners for expenditures from the County's Economic Development Capital Reserve Fund.

I. RELATIONSHIP OF PARTIES

Chamber is an independent contractor of the County. Chamber represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Chamber will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Chamber nor any employee of the Chamber shall be deemed an officer, employee or agent of the County.

The funds shall be used solely for the above stated purposes, and such other professional, clerical and other research and support activities that are essential to fulfill these purposes. All publications, audiovisual materials, community profiles, sites and buildings inventories or other information or materials produced by this economic development effort shall become the property of the County and may be used by the County for other purposes without additional compensation to the Chamber. Permission must be obtained from the photographer for additional use of custom photography unless agreed upon in advance.

II. TERM

The initial term of this Agreement shall begin on January 1st, 2023 and end on June 30, 2023, and shall automatically renew for additional one (1) year periods through June 30, 2028 unless cancelled pursuant to Section III of this agreement.

III. CANCELLATION

Either party may terminate or amend this agreement by giving the other party a one hundred eighty (180) day written notice of its desire to do so. In the event of such termination,

the Chamber shall provide the County with all pertinent information regarding the current status of all efforts in any stage of progress at that time.

IV. INSURANCE REQUIREMENTS

The Chamber shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Watauga County's Finance Office. If any required insurance policy expires during the term of this agreement, Chamber must provide a certificate of insurance to the Watauga County Finance Office as evidence of policy renewal prior to such policy expiration.

Chamber signature on this agreement indicates that Chamber agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Watauga County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Chamber agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Chamber shall provide a Certificate of Insurance annually to Watauga County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the County upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Watauga County Risk Management.

The Chamber shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Watauga County Finance Office and for three years subsequent for any claims made coverage.

If Chamber does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Watauga County may be considered. Any requests for consideration of

alternate coverage must be presented by Chamber PRIOR TO provision of any services associated with this Agreement.

In the event that Chamber uses subcontractors to perform any of the services under this Agreement, then and in that event, Chamber shall contractually require such subcontractor(s) to meet all of the requirements of this section.

V. INDEMNIFICATION

Chamber agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Chamber, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Chamber to indemnify Watauga County to the extent permitted under North Carolina law.

VI. NO WAIVER OF SOVEREIGN IMMUNITY

Watauga County and the Chamber agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Watauga County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Watauga County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted _____; or to in any other way waive Watauga County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Watauga County for any reason if otherwise available as a matter of law.

VII. NON-ASSIGNMENT

Chamber shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

VIII. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by scanned signatures.

IX. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

X. E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

XI. IRAN DIVESTMENT

By signing this agreement, Chamber certifies that as of the date of execution of this Agreement 1) it does not appear on the Final Divestment List created by the North Carolina State

Treasurer pursuant to N.C.G.S. 147-6E and published on the State Treasurer's website at www.nctreasurer.com/Iran and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.

County of Watauga

**Boone Area Chamber
Of Commerce**

Deron Geouque
County Manager

David Jackson
President and CEO

Date

Date

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

Finance Director

Date

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards and Commissions

MANAGER'S COMMENTS:

Watauga County Public Library

The Watauga County Library Board recommends that Patty Swartzbaugh be appointed to the Appalachian Regional Library Board of Trustees to replace Ala Sue Moretz whose term has ended. The term would begin in September.

Nursing Home Community Advisory Committee

Janet Specht has resigned from the Nursing Home Community Advisory Committee. This position requires Board approval to officially remove Ms. Specht from the Committee. A replacement has not been recommended at this time.

All of the above are first readings.



August 8, 2022

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 July 7, 2022, members voted unanimously to recommend to Watauga County Commissioners that Patty Swartzbaugh be appointed to the Appalachian Regional Library Board of Trustees to replace Ala Sue Moritz whose term has finished. Her term will officially begin in September.

Please approve the recommendation of the Watauga County Public Library Advisory Board and notify Patty and me of her appointment. Thanks to you and all of the commissioners for your continued support of our library.

Patty resides at 293 Will Glenn Rd., Sugar Grove, NC 28679.

Sincerely,
Monica Caruso
Monica Caruso
Watauga County Librarian

Cc: Jane Blackburn
Director of Appalachian Regional Libraries

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AGENDA ITEM 12:**MISCELLANEOUS ADMINISTRATIVE MATTERS***D. Announcements***MANAGER'S COMMENTS:**

The High Country Council of Governments' 47th Annual Banquet is scheduled for Friday, September 9, 2022, in the Grandview Ballroom at The Northwest Endzone, Appalachian State University. Please let Anita know if you plan to attend prior to the RSVP deadline of August 26, 2022.

The NCACC's Legislative Goals Conference will be held over two days, November 16-17, 2022, in Wake County. Delegates will vote on the slate of goal proposals that have been thoroughly vetted with the final slate of proposals to be brought before the Association's membership in November.



*You are cordially invited to the
47th Annual Banquet
and meeting of High Country
Council of Governments*

Event Details

Cost

\$50.00 Per Person

Date and Location

Friday, September 9, 2022
Grandview Ballroom
The Northwest Endzone
Appalachian State University

RSVP Deadline
August 26, 2022

Schedule of Events

Reception (Cash Bar)
6:00 - 7:00pm

Presentation of Awards
7:00 - 7:30pm

Buffet Dinner
7:30 - 8:30pm

Networking
8:30 - 9:00pm

Important Information

- 
- ◆ Refunds can be given if cancellations are provided prior to RSVP deadline of August 26, 2022.
 - ◆ If your guest is not being paid for by your local government entity or organization, please remit payment with RSVP.
 - ◆ We are unable to accept payments of any kind at the door.
 - ◆ Parking attendant will direct you to a handicap accessible parking area, the drop-off lane, or the parking deck.
 - ◆ Directions: From Rivers Street, turn onto Stadium Drive, then turn right onto Jack Branch Drive, go straight until you see the parking attendant.
 - ◆ Questions? Please contact Victoria at 828-265-5434 x.101 or vpotter@hccoq.org.

AGENDA ITEM 13:

PUBLIC COMMENT

AGENDA ITEM 14:

BREAK

AGENDA ITEM 15:

CLOSED SESSION

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

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