

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

**TUESDAY, JULY 16, 2024  
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 18, 2024, Regular Meeting June 18, 2024, Closed Session		1
	3	APPROVAL OF THE JULY 16, 2024, AGENDA		13
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN TURNBOW	15
5:40	5	REQUEST TO USE HUMAN SERVICES GRASSY AREA NEAR KING STREET FOR A LOCAL CLOTHING MARKET	MR. TREVOR SHUE	17
5:45	6	REQUEST TO USE HUMAN SERVICES GRASSY AREA NEAR KING STREET FOR A TENT REVIVAL	MR. BILL BUFFORD	21
5:50	7	LETTER OF SUPPORT FOR THE GROVE STREET CONNECTOR PROJECT	MS. LANEY WISE	23
5:55	8	SUPPORT LETTER REQUEST FOR FOREST LEGACY GRANT	MR. JEFFREY FISHER	27
6:00	9	COOPERATIVE EXTENSION INTRODUCTIONS AND UPDATES	MS. KENDRA PHIPPS MS. SUSIE DOUGLAS	37
6:05	10	ALLOCATION OF FY 2025 HOME AND COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS	MS. ANGIE BOITNOTTE	39
6:10	11	WEST ANNEX BID AWARD REQUESTS	MR. ROBERT MARSH	43
6:15	12	TAX MATTERS	MR. LARRY WARREN	
		A. Monthly Collections Report		55
		B. Annual Settlement of Tax Collector		57
		C. Oath to Collect Taxes		101
		D. Appraisal Services Contract		105
6:20	13	PARKS & RECREATION CATSMAN FOUNDATION DONATION	MS. KERON POTEAT	111
6:25	14	EMERGENCY SERVICES VEHICLE PURCHASE	MR. WILL HOLT	135
6:30	15	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. DSS Vehicle Purchase Request		145
		B. North Carolina Land & Water Fund Hardin Creek Restoration Project Declaration of Covenants, Conditions, and Restrictions for Restoration Purposes		151
		C. Budget Amendments		161
		D. Proposed Kill/Chill Capital Projects Ordinance		167
		E. North Carolina Association of County Commissioners (NCACC) Voting Delegate		171
		F. Boards and Commissions		181
		G. Announcements		185

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
6:35	16	BREAK		185
6:40	17	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		187
6:55	18	POSSIBLE ACTION AFTER CLOSED SESSION		188
7:00	19	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

June 18, 2024, Regular Meeting

June 18, 2024, Closed Session

**DRAFT**

**MINUTES**  
**WATAUGA COUNTY BOARD OF COMMISSIONERS**  
**TUESDAY, JUNE 18, 2024**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 18, 2024, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Turnbow called the meeting to order at 5:31 P.M. The following were present:

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

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

**APPROVAL OF MINUTES**

Chairman Turnbow called for additions and/or corrections to the June 4, 2024, regular minutes and closed session minutes.

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to approve the June 4, 2024, regular meeting minutes as presented.

VOTE: Aye-5  
                      Nay-0

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to approve the June 4, 2024, closed session minutes as presented.

VOTE: Aye-5  
                      Nay-0

**APPROVAL OF AGENDA**

Chairman Turnbow called for additions and/or corrections to the June 18, 2024, agenda.

County Manager Geouque requested to add a support letter request for a Forest Legacy Grant from Mr. Jeffrey Fisher regarding his proposed land donation for conservation purposes. The County Manager also requested to add Personnel Matters to the scheduled Closed Session.

Commissioner Castle, seconded by Vice-Chairman Wallin, moved to approve the June 18, 2024, agenda as amended.

VOTE: Aye-5  
Nay-0

### **PUBLIC COMMENT**

The following spoke in support of the Senate Bill 759: Bryson Weaver, Melissa Taushi, Rick Wood, and Ronnie Marsh.

The following spoke in support of the proposed Referendum adopting an alternative structure of voting for Watauga County Commissioners: Jay Fenwick, Emily Bish, Dalton George, Chris Behrend, Mary Rose Carroll, Sara Davis, Brielle Galousy, Austin Smith, Dolly Reeves, and Benjamin Hiland.

Gary Davenport requested more transparency.

Larry Dalot asked for the volume to be turned up.

### **NC GOVERNOR'S VOLUNTEER AWARDS PRESENTATION**

Ms. Rebecca Hall, Executive Director of High Country United Way, presented the North Carolina Governor's Volunteer Service Award to each of the following winners for Watauga County: Recipient #1 was Nannette Clark; Recipient #2 was Fred and JoAnna Fonville; Recipient #3 was Misty Mayfield; Recipient #4 was Jean Rice; Recipient #5 was Dr. Jim Street; and Recipient #6 was the American Red Cross Disaster Action Leadership Team for the High Country. The presentation was for information only and, therefore, no action was required.

### **SUPPORT LETTER REQUEST FOR FOREST LEGACY GRANT**

Mr. Jeffrey Fisher, the owner of approximately 1,250 acres that spans Watauga and Caldwell Counties, requested a letter of support for a Forest Legacy Grant for the Buffalo Creek acquisition conservancy project. Mr. Fisher's 1,250 acres is comprised of ten parcels acquired over a ten year period. Funding for the conservation project would be 75% from the Forest Legacy Program and 25% in the form of a donation from Mr. Fisher. No State or local funding was required.

Commissioner Russell asked if there was a written proposal with budget information and Mr. Fisher responded that there was and he could send it to the Board for review. Commissioner Castle asked if the property was Federal Game Lands. Mr. Fisher stated that hunting and fishing were allowed. Commissioner Eggers stated that he would like to review the report as well.

Chairman Turnbow tabled consideration of a support letter and requested Mr. Fisher send the report to the County Manager who would place the request on the agenda for a future Board meeting.

**PROPOSED REVISION TO HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG)  
FY 2024 ALLOCATION**

Ms. Angie Boitnotte, Project on Aging Director, presented a proposed revision to the original allocation of the Home and Community Care Block Grant (H&CCBG) for FY 2024. The proposal was to decrease In-Home Aide Level II services by \$4,670 and increase Home Delivered Meals by \$4,670.

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to approve the revised Home and Community Care Block Grant (H&CCBG) as presented in the packet.

VOTE: Aye-5  
Nay-0

**TAX MONTHLY COLLECTIONS REPORT**

Mr. Larry Warren, Tax Administrator, presented the May Monthly Collections Report. There were no refunds nor releases in May. The report was for information only and, therefore, no action was required.

**DISASTER RELIEF AND MITIGATION FUND GRANT AWARD**

Mr. Will Holt, Emergency Services Director, presented a proposed grant agreement with North Carolina Emergency Management for the purpose of purchasing three weather stations, three flood gauges, and the expansion of the flood inundation library for an existing flood gauge. The total grant amount was \$40,239 with no match requirement.

Commissioner Russell, seconded by Commissioner Castle, moved to accept the grant from North Carolina Emergency Management in the amount of \$40,239.

VOTE: Aye-5  
Nay-0

**REQUEST FOR RPO RANKING OF TRANSPORTATION PROJECTS**

Mr. Jason Walker, Planning and Inspections Director, presented the following 14 listed projects for possible inclusion in the 2026-2035 State Transportation Improvement Program (STIP) of which he requested the Board rank in order of importance. In an effort to assist the Board, Mr. Walker reorganized the current list showing the order the projects were ranked last time. The rankings were due June 30, 2024.

- 1 Widen US 421 to Multi-Lanes from the Tennessee Line to US 321/421 junction near Vilas

- 2 Modernize Highway NC 194 Roadway (including construction of center turn lane and sidewalks from US 221/421 to Rainbow Trail) from US 421 to SR 1333 (Castle Ford Road)
- 3 Construct Middle Fork Greenway Section 5B along US 321 from the south of Jordan Cook Road to Watauga Medical Center with off-road/separated linear bicycle facility
- 4 Construct Middle Fork Greenway Section 5C along US 321 between Payne Branch Park and Goldmine Park with off-road/separated linear bicycle facility
- 5 Widen US 321 Truck, US 421 Truck, SR 1107 (NC 105 Bypass Road) to 3 lanes with 5-foot paved shoulders to accommodate bicycles
- 6 Improve intersection at Highway SR 1524 (Bamboo) and SR 1523 (Deerfield)
- 7 Widen Highway NC 105 to Multi-Lanes from 1136 (Clarks Creek Road) to US 221 in Avery County and upgrade arterial to signalized RCI Corridor
- 8 Construct interchange to improve safety on US 421 from SR 1416 to SR 1672 by upgrading at-grade intersection to interchange or grade separation
- 9 Improve intersection at US 321 and SR 1233 (Old US Hwy 421)
- 10 Construct roundabout to improve intersection at US 421 and SR 1180 (Poplar Grove Connector)
- 11 Construct freeway on new location south of the City of Boone at US 421 (Daniel Boone Parkway) to US 321/421 West of Boone
- 12 Construct freeway on new location south of the City of Boone at US 421 (Daniel Boone Parkway) from US 221/321 to US 221/421 East of Boone
- 13 Widen roadway to 3 lanes with 5-foot paved shoulders from SR 1568 (Old Shulls Mill Road) to J.H. Mclean Road
- 14 Construct greenway along US 321 north of Aho Road and south of Sterling Creek Park with the segment connecting to existing 2 miles of trail and including 2 bridges, parking area, river access, and trail

After discussion, and by consensus, the Board chose to prioritize the top five projects in the following order: #1, #2, #7, #3, and # 4.

**RESOLUTION AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

Ms. Andrea Capua, County Attorney, presented a resolution accepting the second supplemental agreement for additional opioid funds from the Kroger Settlement. Ms. Capua stated that by adopting the resolution, some funds would come to Watauga County.

Chairman Turnbow read the resolution.

Commissioner Russell, seconded by Commissioner Eggers, moved to adopt the resolution as presented and authorize the County Attorney and County Manager to sign documents needed for Court.

VOTE: Aye-5  
Nay-0

**DISCUSSION TO CONSIDER A REFERENDUM ADOPTING AN ALTERNATIVE STRUCTURE OF VOTING FOR WATAUGA COUNTY COMMISSIONERS**

Chairman Turnbow read a resolution to establish a referendum for the voters of Watauga County to alter the structure of the election of the Board of Commissioners. Three (3) maps were also presented for consideration.

Chairman Turnbow called for discussion.

Commissioner Castle, seconded by Commissioner Eggers, moved to table discussion until the July 2, 2024, meeting to see the progress of Senate Bill 912.

After discussion, the following vote was taken:

VOTE: Aye-2(Castle, Eggers)  
Nay-3(Turnbow, Russell, Wallin)

Of the three maps presented, Commissioner Russell stated that Option B was unworkable as District 1 was too large being spread from the Tennessee line to Deep Gap. He liked Option C less as it split Boone and spanned out, which made no sense, and was not cohesive. Commissioner Russell stated that he preferred Option A which had better population numbers; although it does leave Commissioners Russell and Wallin both in District 3.

After discussion, Chairman Turnbow, seconded by Commissioner Russell, moved to choose Map Option A to accompany the resolution establishing a referendum for the voters of Watauga County to alter the structure of the election of the Board of Commissioners.

VOTE: Aye-3(Turnbow, Wallin, Russell)  
Nay-2(Castle, Eggers)



Chairman Turnbow stated that he would all Commissioners elected for four year terms and stated that there were four blanks to fill in the proposed resolution. The first blank would indicate Options A, B, & C. The second blank would say Map A and attached hereto. The third blank would say Map A. The fourth blank required discussion from the Board.

For the fourth blank, County Attorney Capua stated that wording would be chosen based on the new districts, not the people currently serving.

Commissioner Russell stated that in November, three Commissioners would each have a four-year term with the new map (Option A).

Therefore, there were two options.

The first resulted in the following two possibilities:

1) there would be one Commissioner in District 1, one in District 2, and one in District 3 with four-year terms

Or . . .

2) there would be two Commissioners in District 1 and one Commissioner in District 3 with four-year terms. Out of the second possibility, one of the two Commissioners in District 1 would be chosen randomly to serve as an At-Large member.

The second option would be for each of the three districts to have a four-year term and there would be a random drawing out of the three to fill an At-Large position so that there was one At-Large seat in each election cycle. Then in 2026 there would be one At-Large four-year term seat and one district four-year term seat.

Commissioner Castle stated that he and Commissioner Eggers have four-year terms currently and their terms wouldn't be cut short. Commissioner Russell stated that 2026 and 2028 would not be affected.

Chairman Turnbow stated that in District 1 there would be two elections with one going to At-Large. District 3 would not be impacted as both were running in District 3. In District 2 there is currently a Commissioner that will or will not be elected. If elected, then there would be another At-Large position. If not elected, then an At-Large would have to be chosen.

County Attorney Capua stated that she would need to draft the language for the fourth blank and asked how the random selection of the At-Large position would be chosen. Vice-Chairman Wallin stated that the Statutes mention to flip a coin. Chairman Turnbow stated to flip a coin to decide. Commissioner Russell stated that he would like an At-Large position in each election cycle.

County Attorney Capua stated that she would draft the wording for the fourth blank and circulate it tomorrow and asked for Commissioners to let her know immediately if there were questions or recommended changes.

Commissioner Russell stated that he had concerns about the understandability of the language on the ballot. County Attorney Capua stated that the Board had the authority to discuss it and she would determine that it did not go against Statutes.

County Attorney Capua suggested the follow re-wording for the ballot:

“Shall the structure of the Watauga County Board of Commissioners be changed to:  
 (a) Three electoral districts where commissioners living within a district are nominated and elected by qualified voters within that district and (b) Two at-large seats where qualified voters from the entire county nominate and elect commissioners to those two seats?”

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the changes to the resolution with the new wording for the ballot as presented by the County Attorney and the first blank filled in with “Options A, B, & C” and the second blank be filled in with “Map A” and attached hereto and the third blank be filled in with “Map A” and the fourth blank be filled in with wording drawn by the County Attorney as outlined by Commissioner Russell and Chairman Turnbow as discussed above.

VOTE: Aye-3(Turnbow, Wallin, Russell)  
 Nay-2(Castle, Eggers)

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to adopt the resolution to establish a referendum for the voters of Watauga County to alter the structure of the election of the Board of Commissioners as amended in the previous vote.

VOTE: Aye-3(Turnbow, Wallin, Russell)  
 Nay-2(Castle, Eggers)

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Proposed Renewal of NC State Highway Patrol Lease***

County Manager Geouque stated that the lease for office space at the Law Enforcement Center for the North Carolina State Highway Patrol (NCSHP) was scheduled for renewal. The requested renewal amount was the same rate as the current amount of \$4,560 annually. The term of the lease was for a three (3) year period commencing on July 1, 2024 and ending June 30, 2027. County Attorney Capua stated that she had reviewed the lease and it was consistent with prior years.

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the lease with the North Carolina State Highway Patrol (NCSHP) from July 1, 2024 to June 30, 2027.

VOTE: Aye-5  
 Nay-0

***B. North Carolina Association of County Commissioners (NCACC) Legislative Goals***

County Manager Geouque presented a copy of the NCACC's legislative goals with the top three priorities of the Association in 2023-2024 being:

1. Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.
2. Seek additional revenue sources to address statewide public school and community college capital needs and ensure methods used to distribute school capital funding considers the needs of both low-wealth and growing counties. Revisions to the Needs-Based Public School Capital Fund that will allow for more access to counties and allow for faster school construction to include allowing projects that have not previously been awarded a grant to commence and remain eligible for future grant application periods.
3. Support expansion of Medicaid as well as related funding and operational flexibility for counties to expand county workforce and necessary infrastructure.

Based on comments at a previous Board Meeting, the County Manager presented the following for consideration as Watauga County's Legislative Goals priorities for 2024-2025:

1. Amend 105-369(c ) to allow counties to advertise delinquent taxes on the county website in lieu of a general circulation newspaper.
2. Seek additional revenue sources, including a statewide bond referendum and expanded lottery proceeds, and changes to the Needs-Based Public School Capital Fund, to equitably address statewide public school and community college capital challenges.
3. Increase state funding and support legislation for behavioral health services and facilities, including dedicated resources for community paramedicine projects; inpatient crisis beds; substance use disorders; specialty courts; individuals with mental health issues in county jails; and single stream funding for area authorities.
4. Seek legislation to give counties flexibility with use of occupancy taxes.

Discussion was held regarding a homestead tax exemption and it was requested to include that in the priorities as well. County Manager Geouque stated that he would work with the NCACC for wording for the priority.

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to approve the four priorities presented by the County Manager as well as an additional priority for a homestead tax exemption as worded by the County Manager with assistance from the NCACC.

VOTE: Aye-5  
Nay-0

***C. July Meeting Schedule***

County Manager Geouque stated that historically, only one meeting was held in July due to all the work which had been done on the budget as well as the July 4<sup>th</sup> holiday. Also, historically, at the beginning of a new fiscal year there was limited business for the Board's consideration.

Commissioner Castle, seconded by Commissioner Russell, moved to cancel the July 2, 2024 regular meeting and hold the second meeting as currently scheduled for July 16, 2024.

VOTE: Aye-5  
Nay-0

#### ***D. Boards and Commissions***

County Manager Geouque presented the following for consideration:

##### *Workforce Development Board*

Ms. Misty Bishop-Price with the High Country Council of Governments Workforce Development Board (WDB) had indicated that Ms. Jessica Auten's appointment as a private sector member representing Watauga County would end on June 30, 2024. A new appointment was needed to fill this position as Ms. Auten had not been able to participate. The only person who has expressed interest in serving at this time was Mr. JD Kern who works with Blue Ridge Realty and was very involved in both the Boone and Blowing Rock Chambers of Commerce. However, Mr. Kern resides in Banner Elk. Ms. Bishop-Price stated that this has happened on the WDB where members represent one county while living in another.

Chairman Turnbow, seconded by Commissioner Eggers, moved to appoint Mr. JD Kern as a Watauga County private sector representative on the High County Workforce Development Board.

VOTE: Aye-5  
Nay-0

#### ***E. Announcements***

County Manager Geouque announced that the first regular meeting in July has been cancelled; therefore, the next Board of Commissioners Meeting was to be held on Tuesday, July 16, 2024, at 5:30 P.M.

#### **CLOSED SESSION**

At 8:23 P.M., Vice-Chairman Wallin, seconded by Commissioner Russell, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5  
Nay-0

Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to resume the open meeting at 9:27 P.M.

VOTE: Aye-5  
Nay-0

**POSSIBLE ACTION AFTER CLOSED SESSION**

There was no action after closed session.

**ADJOURN**

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to adjourn the meeting at 9:27 P.M.

VOTE: Aye-5  
Nay-0

Larry Turnbow, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

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**AGENDA ITEM 3:**

**APPROVAL OF THE JULY 16, 2024, AGENDA**

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**AGENDA ITEM 4:**

**PUBLIC COMMENT**

**MANAGER'S COMMENTS:**

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

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**AGENDA ITEM 5:**

**REQUEST TO USE HUMAN SERVICES GRASSY AREA NEAR KING STREET FOR A LOCAL CLOTHING MARKET**

**MANAGER'S COMMENTS:**

Mr. Trevor Shue, Lucky Dog Vintage Clothing, will request the Board consider renting/leasing the grassy area on Poplar Grove Connector to host a local clothing market. The request is for Saturday, August 24, 2024 from 9:00 AM to 6:00 PM, so it would not interfere with County operations. The Classic Car Show currently rents the space for \$200. A sample license agreement is included.

Board seeks direction from the Board.

STATE OF NORTH CAROLINA

LICENSE AGREEMENT

COUNTY OF WATAUGA

THIS LICENSE AGREEMENT (the "Agreement") is made as of July 16, 2024, by and between Watauga County, a corporate body politic, being hereinafter referred to as the "Licensor," and Lucky Dog Vintage, being hereinafter referred to as "Licensee".

## STATEMENT OF PURPOSE

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

WHEREAS, Licensee wants to use the parking lot to host its clothing market on Saturday, August 24, 2024; and

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

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

1. **Grant of License.** Licensor hereby grants to Licensee, subject to all of the terms and conditions hereof, a license to use the Property to host its clothing market on August 24, 2024 for itself, its clients, customers, patrons, other related invitees and the general public. However, Licensee does not have the rights granted herein to the exclusion of the rights of the Licensor to use the Property in any matter it wishes so long as it does not unreasonably impede the use of the Property by Licensee for the purpose stated herein.

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

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

4. **Use of the Property.** The Licensor shall collect the garbage from the containers on the Property at 6:00 pm on August 24, 2024, at which time this License shall automatically terminate. The Licensee shall keep the Property in a good state of repair and in a safe condition during its use. Any repairs or other changes made by Licensee shall require the prior consent of Licensor and shall be at the sole cost and expense of

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

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

6. **Termination of License.** This License shall commence at 9:00 am and automatically terminate at 6:00 pm on August 24, 2024.

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

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

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

As to Licensor:

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

As to Licensee:

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

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

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

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

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

Licensor:

Watauga County

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

Attest:

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

Licensee

Lucky Dog Vintage

By: \_\_\_\_\_  
Trevor Shue

**AGENDA ITEM 6:**

**REQUEST TO USE HUMAN SERVICES GRASSY AREA NEAR KING STREET FOR A TENT REVIVAL**

**MANAGER'S COMMENTS:**

Mr. Bill Bufford is requesting to hold a tent revival at the King Street Farmers Market location beginning July 25th at 7:00 PM nightly. Staff has requested additional information, but did not receive anything from Mr. Bufford. However, staff has placed the matter on the agenda due to the request being for July 25, 2024.

Staff seeks direction from the Board.

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**AGENDA ITEM 7:**

**LETTER OF SUPPORT FOR THE GROVE STREET CONNECTOR PROJECT**

**MANAGER'S COMMENTS:**

Ms. Laney Wise, Town of Boone Grants Coordinator/Communications, will request the Board adopt the letter of support for the Grove Street Connector Project.

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

# Town of Boone



PRESS RELEASE

FOR IMMEDIATE RELEASE

Laney Wise  
Communications  
July 9, 2024

(828) 268-6206  
laney.wise@townofboone.net

## **Town of Boone Parking “Brainstorming” Sessions**

The Town of Boone would like to invite the Boone community to attend the Parking “Brainstorming” Sessions. During these sessions, we want to hear from you regarding questions, concerns, and constructive suggestions that you may have regarding parking within the Town. As a Boone community member, we want to hear from you, so we have chosen multiple dates and times so that anyone can attend.

The Town of Boone will be hosting three sessions within the following weeks on the following dates:

- Thursday, July 25th at 9:00 a.m.
- Monday, July 29th at 9:00 a.m.
- Wednesday, July 31st at 6:00 p.m.

All Parking Brainstorming Sessions will be held in person at the Town of Boone Council Chambers located at 1500 Blowing Rock Road. Further information and updates will be found on the Town of Boone’s social media sites within the upcoming weeks at :

- Facebook: Town of Boone, North Carolina
- Instagram: @townofboonenc

For more information, please contact Town Hall at (828) 268-6200.



# County of Watauga

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

## BOARD OF COMMISSIONERS

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

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

COUNTY MANAGER  
Deron T. Geouque

COUNTY ATTORNEY  
Andrea Capua

July 16, 2024

Kenan Hall, Agreement Specialist  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Dear Mr. Hall,

As the Watauga County Commissioners, we are writing to support the Town of Boone's grant application for the Grove Street Connector Project for the Active Transportation Infrastructure Investment Program Grant. This project will significantly improve our community's infrastructure needs by providing multimodal access from Brookshire Park, one of our most prominent parks, to a hub of economic and educational activities within our county.

This project will greatly serve Watauga County's residents and visitors. We are fortunate to have abundant outdoor activities within our jurisdiction, including, but not limited to; mountain biking, skiing, and hiking trails. As such, we pride ourselves on the many outdoor tourism-related activities we have in store for all. This project will greatly enhance both the County's and the Town of Boone's Greenway and multimodal path system and, in doing so, will enhance our residents' and visitors' experience in Watauga County.

Furthermore, this project will increase the safety of our residents and visitors who choose to utilize multimodal forms of transportation. Those who wish to bike or walk alongside Highway 421 South, within this section, are forced to either walk in the grass or bike on an extremely busy highway. In doing so, they are at risk of contact with the thousands of motor vehicles that use said highway daily. Safety is a shared priority between the Town of Boone and us at Watauga County, and as such, we support the creation of the Grove Street Connector.

We sincerely thank you for considering our support for the Grove Street Connector Project. Your consideration is greatly appreciated. We are confident that this project will only positively affect all who call Boone and Watauga County their home or their home away from home.

Sincerely,

Larry Turnbow, Chairman  
Watauga County Commissioners

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**AGENDA ITEM 8:**

**SUPPORT LETTER REQUEST FOR FOREST LEGACY GRANT**

**MANAGER'S COMMENTS:**

Mr. Jeffrey Fisher, the owner of approximately 1,250 acres that spans Watauga and Caldwell Counties, requested a letter of support for a Forest Legacy Grant for the Buffalo Creek acquisition conservancy project. Mr. Fisher's 1,250 acres is comprised of ten parcels acquired over a ten-year period. Funding for the conservation project would be 75% from the Forest Legacy Program and 25% in the form of a donation from Mr. Fisher. No State or local funding was required.

The Board requested additional information from Mr. Fisher which is included in your packets. The original letter of support is included.

Staff seeks direction from the Board.

# Forest Legacy IRA Project

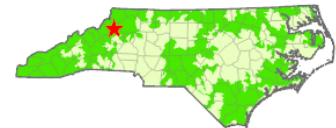
## Buffalo Creek WRC

### Watauga County North Carolina



### FUNDING HISTORY

FY 2024 Forest Legacy Program Funding	\$13,500,000
FY 2024 Non-Federal Cost Share	\$4,500,000
FY 2024 Project Costs	\$18,000,000
FY 2024 Project Acres	1,218
Forest Legacy Funding To Date	\$0
Total Project Costs	\$18,000,000
Total Project Acres	1,218



★ Project Location  
 ■ Forest Legacy Areas

Tract Name	Size (ac)	Tract Cost	FLP Funding	Non-Fed Cost Share	Status
Buffalo Creek	1,218	\$18,000,000	\$13,500,000	\$4,500,000	Draft 2024

### GENERAL DESCRIPTION

The Buffalo Creek WRC FEE SIMPLE ACQUISITION of 1,218 acres (Property) by the NC Wildlife Resources Commission (WRC) in Western NC represents a unique opportunity to protect one of the last remaining large and contiguously-owned properties in a rapidly-growing area in Watauga County that is in the top 15% by tourist revenue of all 100 counties in NC. Development pressures in the area are intense due to increasing population and second home/tourism housing demands. The Property includes some of the highest quality aquatic habitat for 27 NC species of greatest conservation need and 8 federally listed non-aquatic T&E species. Specifically, the Property has prime aquatic habitat for existing Native Brook Trout in terms of high genetic diversity and density of populations. The Property represents a "link" between two non-contiguous WRC properties creating a nearly 3,000 acre public land asset that will be managed and used by the public in addition to being visible from the Blue Ridge Parkway, the most visited National Park Site in the U.S. This fleeting opportunity necessitates a quick response with IRA funding due to the owner continually receiving verbal offers to purchase portions of the Property for residential development.



Overview of Buffalo Creek Valley, note potential for ridgeline development (Photo by Jeffrey Fisher)

### PROJECT FEATURES

#### Important

- **RECREATION ECONOMIC IMPACT:** The Property will be managed for public use by WRC for activities that include hunting, mountain trout fishing, trapping, bird watching, hiking, and other outdoor related activities that also prioritize the ecological health of pristine headwater streams.
- In 2023, the WRC reported that each dollar anglers spend to fish for mountain trout in North Carolina returns \$1.93 to its economy and results in a \$1.38 billion impact to the state. Also, number of trout anglers in the state increased from 18.5% to 32% of all licensed anglers from 2014 to 2023.
- The mountain trout fishing opportunities on the Property will make an excellent addition to WRC's Mountain Heritage Trout Waters Program, which is a cooperative effort between the WRC and local governments to encourage trout fishing as a heritage tourism activity in western NC cities.

- VisitNC.com reports that tourists spent over \$500M in Watauga County in 2022, which is the 15th highest amount spent of all 100 NC counties statewide and furthermore, monies spent on recreation in the county totaled \$43M which is also the 15th highest amount spent of all 100 NC counties statewide.
- WRC reports that resident and non-resident hunters provide over \$1.6B to NC's economy. More importantly, these dollars provide badly-needed revenue throughout many rural areas of NC. Small "mom and pop" stores, motels, gas stations, and other establishments deeply appreciate hunter dollars.
- SCENIC RECREATION: The Property is within the viewshed from multiple locations along the Blue Ridge Parkway (BRP). The BRP is a National Park administered by the US National Park Service (NPS) and its primary purpose is to provide breathtaking views of the Appalachian Mountains in VA and NC.
- The BRP is one of three National Parks that regularly sees over 10 million visitors each year on par with Golden Gate National Recreation Area and Great Smoky Mountains National Park. In fact BRP over recent years has typically topped the list as the most visited National Park Sites in the U.S.
- The NPS reports that BRP had 16.7M visitors in 2023, an increase of 6% or 1M visitors from 2022. In 2023 one section of the BRP less than 2 miles from the Property, saw a vehicle count of 556,302, a 7.3% rise from 2022. This indicates over a half million visitors contributed to the local economy.
- FEDERAL LISTED SPECIES: These species are known to occur within Watauga County:  
ENDANGERED: Gray bat, Virginia big-eared bat, Indiana bat, Northern flying squirrel.  
THREATENED: Northern Long-eared Bat. The Property includes old growth forests, which are critical to high quality forested bat habitat.
- Specifically, the Virginia big-eared bat's range is primarily in Watauga and Caldwell Counties. The WRC Conservation Plan for the Virginia Big-eared Bat finds that increased development has the potential to negatively impact foraging habitat and create a barrier for migration.
- STATE LISTED SPECIES: There are 313 state listed species that occur in Watauga County. 29 are Endangered and 23 are Threatened (total of 52 species) with the remaining species under other levels of protection or conservation need. WRC property management will encourage species habitat improvements.
- Native Brook Trout (a Species of Greatest Conservation Need in NC) are present on the Property. Unlike other Brook Trout populations in the Yadkin River Basin, Brook Trout on the Property have high diversity and exist at higher densities. There are about 7 miles of trout streams on the Property.
- According to WRC Native Brook Trout within the Property exhibit some of the highest genetic diversity in the Yadkin River Basin; there is little evidence of hatchery introgression (non-native Brook Trout), which is rare in the basin; and populations also exhibit high-density fishery characteristics.
- NC also measures Species of Greatest Conservation Need (SGCN). In the Yadkin River Basin, there are 27 aquatic species that are SGCN. Native Brook Trout are listed as a SGCN with the Property providing significant habitat to retain and improve genetic diversity and greater density of this species.
- WATER QUALITY & WATERSHED PROTECTION: The Property includes over 35,000 linear feet or nearly 7 miles of pristine headwater streams of the Buffalo Creek Watershed, a significant native Brook Trout cool stream mountain headwater stream complex.
- The Property's pristine headwater streams have been identified by the NC Dept. of Environmental Quality as having a High Surface Water Susceptibility for Drinking Water to downstream users. The larger basin has a population of 1.6M people that rely on clean, upstream sources of drinking water.
- CONSERVATION NEED: According to WRC acquisition of the Property would increase the percentage of protected land within the upper Yadkin River Basin. Currently, only 22% of its acreage is protected, which is minimal compared to 66% protected acreage in the neighboring Catawba River Basin.

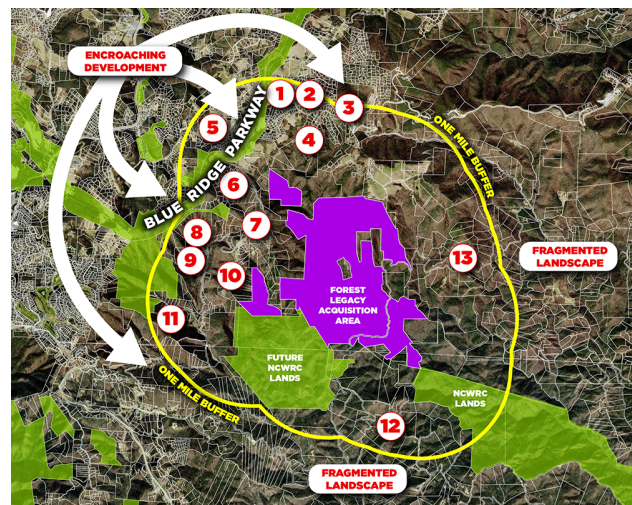


Proximity to major metro areas, sources of second/tourism housing demand in area (Photo by Michael Scisco)

- **CLIMATE RESILIENCE:** The climate resilience of the Property was measured using The Nature Conservancy's Resilient Land Mapping Tool. A majority of the Property is in the "More Resilient" category (second highest resiliency) with a "Climate-informed Concentrated Flow" of animal and plant populations.
- **READINESS:** The landowner and WRC are committed to completing this project within one to two years from award date. Phasing the conservation of the Property is not possible due to the landowner's time and financial limitations, this round of IRA funding is critical to the success of this project.
- **LOCAL SUPPORT:** We believe any conservation project should rely on local support for its success. Many of our letters of support are from local businesses that rely on recreation and tourism in Watauga County and are seeing development diminish the natural and recreational resources they rely on.

## Threatened

- **CONVERSION THREAT:** Mountain residential communities, and more specifically ridgeline developments, are a significant threat to the Property. The sale of the Property to WRC will perpetually protect the Property from ridgeline and other mountain residential development and non-forested land uses.
- There are 13 active residential/second home developments within one mile of the Property. 730 of the 925 tax parcels within this one mile buffered perimeter of the Property are smaller than 10 acres. According to the U.S. Census, NC was 3rd in the U.S. for total population growth from 2022-2023.
- The Blue Ridge Mountain Club (BRMC) is directly adjacent to the Property and has over 6,000 homesites. As recently as July of 2022, BRMC cut the ribbon on a new 400 homesite neighborhood called The Meadows and continues to sell homesites and homes at a rapid pace.
- Second and vacation home demand is high in the area due to the tourism trade and second home buyers from Raleigh/Durham and Charlotte areas. In fact, Airbnb hosting revenue in Watauga Co. topped \$36 million in 2022, second only to Dare County (the Outer Banks beach resort area) for all NC counties.
- According to the National Association of REALTORS Research Group, Watauga Co. was a "Top 1% Vacation Home County" for all of the U.S. in 2020, ranking #27 in a statistically rigorous study of 1,205 counties. Also, NC has the third highest population growth of any state in the country from 2022-2023.
- Other top 30 areas in the REALTOR 2020 analysis include: Fort Myers/Naples FL, Cape Cod/Nantucket MA, Flagstaff AZ, the Catskills/Hudson Valley of NY, Lake of the Ozarks, MO, and several ski resort areas in VT and NM. Watauga Co. is on par with these popular areas for vacation home desirability.
- Second homes, luxury homes, and investment buyers drove the High Country's 2023 real estate market. 47.6 percent of all property and landowners in Watauga County had their tax cards mailed to addresses out of the county. (2023 Q4 Chamber of Commerce Economic Indicators Report).
- The current owner is prepared (at this moment) to donate an in-kind match exceeding \$4 million to facilitate a conservation sale. This fleeting opportunity necessitates a quick response with IRA funding. The owner has received verbal offers to sell portions of the Property for residential uses.
- **ZONING/LACK OF PROTECTIONS:** There are no legal protections on the Property that would limit any threats of conversion, subdivision and development. The Property could be subdivided into 10-acre residential lots with a network of roads and utilities and minimal approvals from Watauga Co. planning.



13 subdivisions near Property and BRP and encroaching development from northwest (Photo by Michael Scisco)



- There is potential for ridgeline development which includes the most desirable homesites on NC mountain properties due to expansive views. The NC Mountain Ridge Protection Act doesn't protect any ridges on the Property from this type of development since all of the ridges are under 3,000 feet.

## Strategic

- **MISSING CONSERVATION LINK:** The acquisition of the Property will connect 1,000 acres of existing WRC property (Buffalo Cove Game Land) and 700 acres currently being pursued for acquisition by WRC (funding in hand). It is the missing link connecting these lands to form a block of conservation and recreation lands owned by WRC in the immediate vicinity of nearly 3,000 contiguous acres.
- **CONSERVATION PLAN, REGIONAL:** Nearly all of the Property is designated "Highest Priority" conservation land as well as a "continental inland corridor" and "hub" according to the SE Conservation Blueprint which identifies priority areas based on a suite of 61 natural and cultural resource indicators representing terrestrial, freshwater, and marine ecosystems.
- The Property is located within the Southern Appalachian High Country Focal Landscape which is part of a landscape conservation initiative by Appalachian Mountains Joint Venture and The Nature Conservancy. It is an area of exceptional biodiversity that is unparalleled in the Eastern U.S. Despite many conservation successes, the region remains under significant threat from development pressure.
- The Blue Ridge Parkway ("BRP") General Management Plan (2013) identifies the prioritization of land protection projects to conserve quality scenic views. Watauga County has a Voluntary Farmland Preservation Program ordinance which encourages conservation of forest lands greater than 20 acres in size.
- **CONSERVATION INITIATIVE, STATE:** The Property is within a National Audubon Society Important Bird Area, the "Northern Escarpment", an area comprising the eastern edge of the Blue Ridge that is "under tremendous development pressure as there is little public land in the area." Primary threats in the IBA are "second-home development, resort development, timbering, and water pollution."
- According to the NC Trout Resources Management Plan (WRC 2013) "Threats to trout habitat include land-disturbing activities associated with residential developments" and WRC has a goal to "seek access opportunities on private lands through memorandum of agreement, lease, easement, or fee-simple purchase." This project meets both of these criteria as being under threat and offering a solution.
- The NC Outdoor Recreation Plan (2020) states "acquisition of unique natural areas and watersheds that are at risk of development" as a priority. And "obtaining funding for land acquisition" and "multi-parcel acquisitions with multiple landowners" are challenges to providing quality outdoor recreation opportunities for NC. This project addresses both the priority and challenges posed by the plan.
- According to the NC State Forest Action Plan (2020), notable resources needed to meet goals of the plan include "Increased forestland protection through easements, programs and land acquisitions." The plan also states that metrics to measure success include "Acres of priority habitat and/or landscapes conserved through land protection (ex. fee simple acquisition).
- The Property is near and within view of the Mountains-to-Sea (MTS) State Trail, a 1,175 mile long trail system stretching across NC. Similar to the Blue Ridge Parkway, the Property provides unencumbered mountain views for visitors who hike and bike along the MTS.



Top: Prime ridgeline development. Left: Buffalo Creek. Right: Forest stands (Photo by Jeffrey Fisher)

- **DISADVANTAGED COMMUNITIES:** The Property contains the headwaters to Buffalo Creek and its protection will improve water quality for downstream users in Caldwell County and will secure a safe water source for multiple disadvantaged communities located downstream and within the Yadkin River Basin.

## Special Emphasis Criteria

- **HIGH AQUATIC RESOURCE IMPACT-** The aquatic resources on the Property are exceptional providing high-quality habitats that contain genetically diverse and dense native Brook Trout populations as well as habitat for 26 other aquatic species of greatest conservation need. Protecting this Property through IRA funding will provide long-term preservation impacts to resident fauna and those downstream.
- **CLIMATE RESILIENCE:** The Property was measured using The Nature Conservancy's Resilient Land Mapping Tool. A majority of the Property is in the "More Resilient" category (second highest resiliency) and is also "Resilient" with a "Climate-informed Concentrated Flow" of animal and plant populations. The Property scored high in "Landscape Diversity" which measures microhabitats and climate gradients.
- **CARBON SEQUESTRATION-** The Nature Conservancy's Resilient Mapping Tool measures Potential Forest Ecosystem Carbon Sequestration (2010-2050). The tool estimates existing carbon stocks and then assumes no disturbance from 2010-2050. The tool shows the Property has the capacity to sequester up to 20 metric tons of carbon/ac/year which would offset carbon for nearly 5,000 cars per year in perpetuity.
- **HABITAT CONNECTIVITY -** The Nature Conservancy's Resilient Mapping Tool measures "Concentrated Flow - climate informed linkages" with the Property in this status, which is defined as: areas where large quantities of flow are concentrated through a narrow area. Because of their importance in maintaining flow across a larger network, these pinch points are good candidates for land conservation.
- **DISADVANTAGED COMMUNITIES:** Conservation of the Property Protects high quality sources of water supply and water quality to multiple disadvantaged communities downstream in Caldwell County. These areas exceed the threshold percentile for multiple socioeconomic factors including: agricultural loss rate, population loss rate, low income, transportation barriers, and low high school education rates.
- **HIGH LEVERAGE:** The landowner has committed to donate 25% of the appraised value of the Property, which is expected to exceed \$4 million. This is important since the landowner could sell the Property on the open market and receive full value. They are willing to sell at a steep discount to help conserve this landscape for all North Carolinians rather than being pressured to sell to developers.
- **EFFICIENCY OF SCALE:** A majority of the land parcels within one mile of the Property are less than 10 acres in size. At over 1,200 acres, the Property represents one of the last remaining large, contiguously-owned land parcels in the area. Conserving the Property now will ensure this large block of forested land remains undeveloped and open to the public for recreational purposes forever.
- **HIGH READINESS:** The landowner is willing and able to sell the Property as soon as possible. We prefer to close the transaction within one year of funds being awarded to the project. The landowner is continuously receiving inquiries from developers to sell portions of the Property and they are eager to sell to WRC to relieve that economic pressure to sell risking conversion to non-forested uses.
- **STEWARDSHIP CAPACITY -** The WRC has adequate funding and management staff to steward the Property for public recreational use and ensure that forest health and succession are top priorities for property management activities. WRC is a land management agency that manages well over 2,000,000 acres of public and private lands in North Carolina for multiple public uses.
- **EXPANDED ACCESS FOR GROWING POPULATION/VISITATION:** The Property will provide a new outdoor recreation resource in a the rapidly growing local communities of Blowing Rock and Boone, NC. This area is also a tourism resource due to its close proximity to major metropolitan markets including a 1.5 hour drive from Charlotte (NC), 3 hour drive from Raleigh (NC), and a 4.5 hour drive from Atlanta (GA).
- **CONSERVATION LINKAGE & LEVERAGE:** the Property acts as a "link" between 1,000 acres of land already owned by WRC and another 700 acres of land currently being acquired by WRC. The protection of the Property using IRA funding is linking up nearly 3,000 acres of contiguously-owned WRC land for public use and recreation. Without this "link" WRC lands will be fragmented and difficult to access.

- The Property is the headwaters of the "Buffalo Creek Connector" where WRC is working to put together conservation lands along Buffalo Creek and its tributaries (see regional map). Headwater areas are critical to preserving water supply and quality for downstream aquatic habitats and human communities. Preserving this corridor will help ensure high quality, contiguous Native Brook Trout habitat.

## Readiness

Easement or Fee Conditions	0
Non-Federal Cost Share Commitment	1
Signed Purchase Agreement	0
Title Search	0
Mineral Determination	0
<b>Readiness Total Tally Score</b>	<b>1</b>

## Supporting Parties

Virginia Foxx, U.S. Representative, 5th District of North Carolina; U.S. Fish and Wildlife Services, Janet Mizzi, Asheville Field Office; North Carolina Wildlife Resources Commission; Unique Places to Save a 501(c)3 North Carolina land conservation organization; Jason Walser, Member, NC Land & Water Fund Board (NC conservation grant agency); Jay Harrill, Director of Echota Communities (local neighborhood development); Jonathan Allen, local business owner and real estate wealth advisor; Lance Cummins, local business owner; and Matt Vincent, local residential and commercial builder.

## CONTACT INFORMATION

### Scott Stewart

National Forest Legacy  
Program Coordinator

USDA Forest Service  
1400 Independence Avenue,  
3SC

Washington, DC 20250  
202-205-1618

[scott.stewart@usda.gov](mailto:scott.stewart@usda.gov)

### Liz Petruska

Forest Legacy Program Leader

USDA Forest Service  
1720 Peachtree Road, NW  
Suite 700

Atlanta, GA 30309  
207-569-5241

[elizabeth.petruska@usda.gov](mailto:elizabeth.petruska@usda.gov)

### Jonathan Murray

Forest Legacy Coordinator

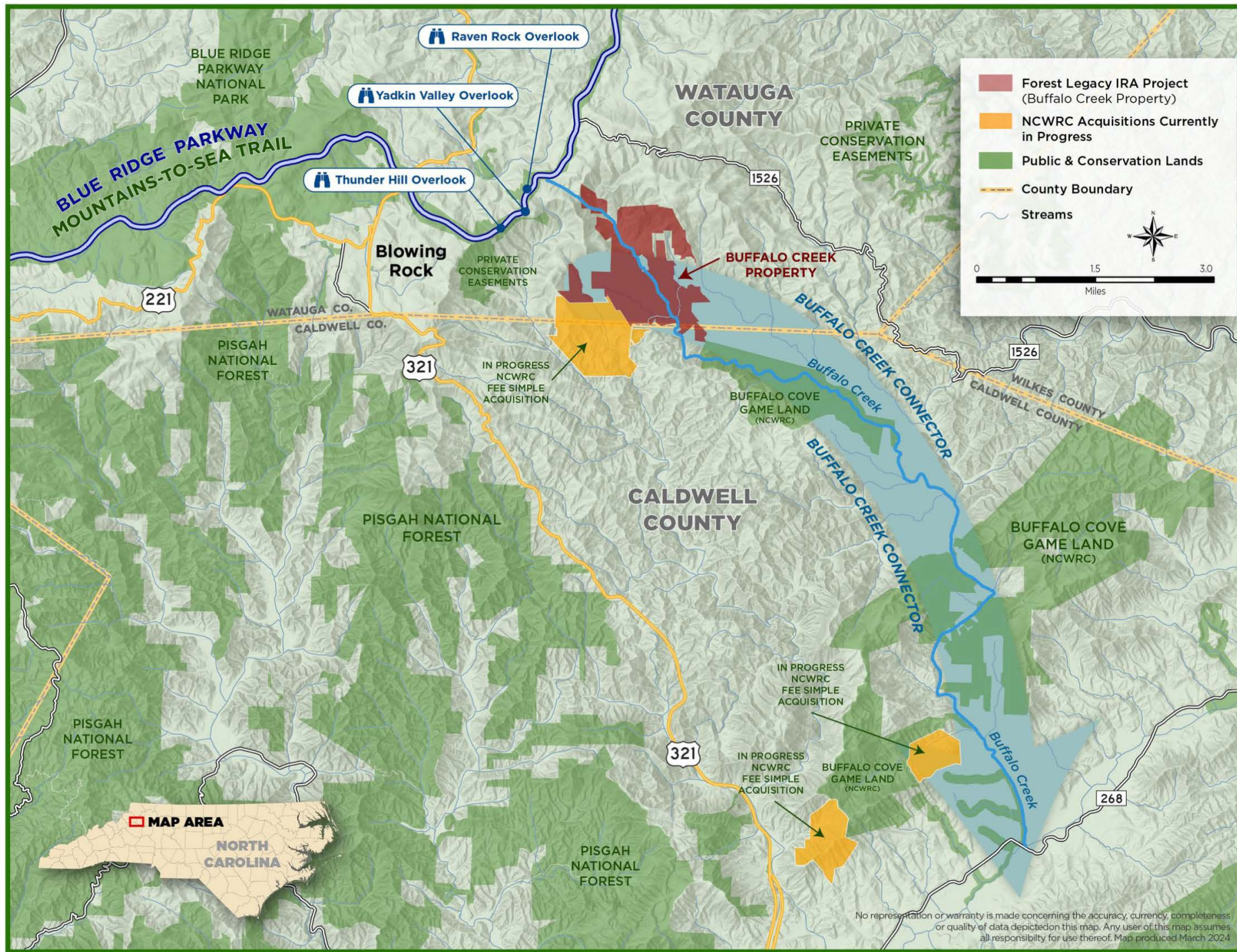
North Carolina Forest Service  
512 North Salisbury Street -  
10th Flr.

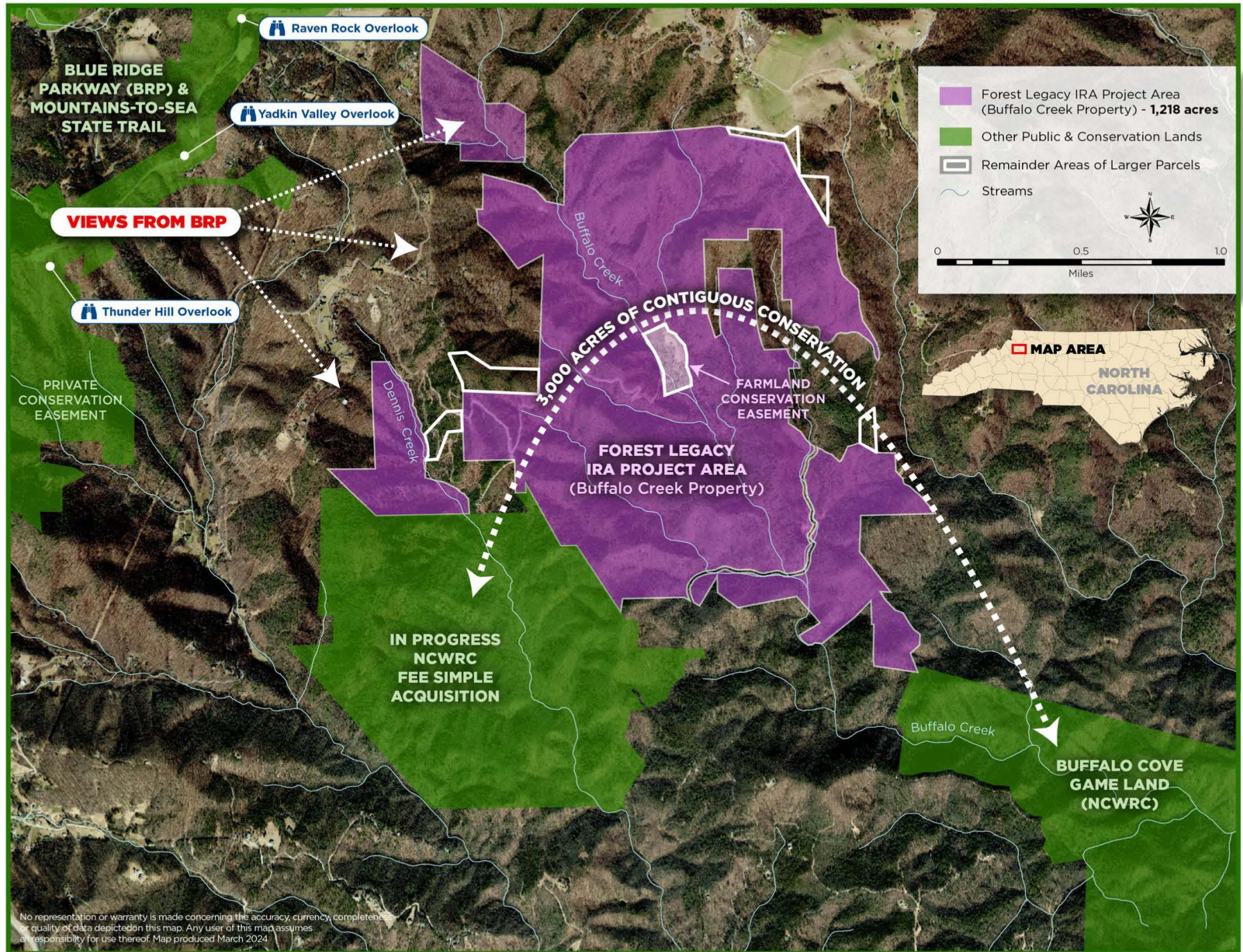
1616 Mail Service Center  
Raleigh, NC 27699-1616

919-857-4833

[jonathan.murray@ncagr.gov](mailto:jonathan.murray@ncagr.gov)







No representation or warranty is made concerning the accuracy, currency, completeness, or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof. Map produced March 2024



# County of Watauga

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

## BOARD OF COMMISSIONERS

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

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

COUNTY MANAGER  
Deron T. Geouque

COUNTY ATTORNEY  
Andrea Capua

July 16, 2024

It is my pleasure to write you in support of a Forest Legacy Program grant application submitted by the North Carolina Wildlife Resources Commission (NCWRC). Funding this application will allow the NCWRC to implement the Buffalo Creek Forest Legacy Project (Project) and purchase and conserve 1,218 acres in Watauga County, NC.

With US Forest Service support, the NCWRC will conserve an iconic part of the 5th congressional district and bolster public land access, conserve native Brook Trout and other high-quality aquatic habitats, and provide protection of mature forest stands that remain threatened by mountain and ridgeline development.

The Project will create unique back-country recreational opportunities like hunting, trapping, bird watching, hiking, and general nature study. In addition, my office was told that the property has a self-sustaining trout population and will be incorporated into the NCWRC Public Mountain Trout Waters Program to provide quality back-country angling experiences.

I have always had a heart for land conservation efforts and proudly support relevant legislation as it comes to the House floor. As I grew up in Watauga County, I can attest to the speed at which mountain and ridgeline development occurs and how much pride 5th district constituents have for the remaining natural beauty of the area. The Buffalo Creek Forest Legacy Project will allow generations of North Carolinians to enjoy exceptional public outdoor recreation access; therefore, I urge you to fund this request. Please feel free to contact me directly or Audrey Bishop in the Boone District Office at (828) 265-0240 should you have any questions. My best wishes.

Sincerely,

Larry Turnbow, Chairman

**AGENDA ITEM 9:**

**COOPERATIVE EXTENSION INTRODUCTIONS AND UPDATES**

**MANAGER'S COMMENTS:**

Ms. Kendra Phipps, Livestock and Field Crops Agent, and Ms. Susie Douglas, 4-H Agent, will introduce themselves to the board and give an update on programming.

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

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**AGENDA ITEM 10:****ALLOCATION OF FY 2025 HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS****MANAGER'S COMMENTS:**

Ms. Angie Boitnotte, Project on Aging Director, will request Board action to accept the allocation of \$320,788 in Home and Community Care Block Grant (H&CCBG) funds for FY 2025. The required local match is \$35,642 and is present in the Project on Aging's FY 2025 requested budget. The allocation is as detailed in Ms. Boitnotte's memo.

Board approval is requested to accept the allocations for FY 2025 Home & Community Care Block Grant (H&CCBG) Funds.



# Watauga County Project on Aging

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

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

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

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** July 9, 2024

**SUBJ:** Allocation of Projected FY2025 Home and Community Care Block Grant Funds

The Home and Community Care Block Grant (HCCBG) allocation for FY2025 was projected to be \$320,160, which required a local match of \$35,573. The actual allocation is \$320,788 (+\$628) which requires a local match of \$35,642 (+\$69). The additional match is present in our FY25 County budget. The additional funds will be allocated to Home Delivered Meals (\$628). The revised allocation is as follows:

<b>HCCBG Service</b>	<b>HCCBG Allocation</b>	<b>Match</b>
In-Home Aide Level I	\$85,089	\$9,454
In-Home Aide Level II	\$70,670	\$7,852
Congregate Meals	\$47,830	\$5,314
Home Delivered Meals	\$111,199	\$12,355
Transportation	\$6,000	\$667

Upon approval, these funds will become part of the Project on Aging FY 2025 budget.

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

Home and Community Care Block Grant for Older Adults

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

County Funding Plan

Provider Services Summary

DAAS-732

County:

WATAUGA

Budget Period:

July 2024 through June 2025

Revision #:

1 Date: 7/1/2024

Services	Serv. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
Transportation (General)		X	\$ 6,000	\$ -	\$ -	\$ 6,000	\$ 667	\$ 6,667	\$ -	\$ 6,667	518	\$ 12.8747	13	2,275
In-Home Aide-Level I - Home Management	X		\$ -	\$ 85,089	\$ -	\$ 85,089	\$ 9,454	\$ 94,543	\$ -	\$ 94,543	3,299	\$ 28.6599	90	13,221
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 70,670	\$ -	\$ 70,670	\$ 7,852	\$ 78,522	\$ -	\$ 78,522	2,596	\$ 30.2439	35	8,890
Congregate Nutrition	X		\$ -	\$ -	\$ 47,830	\$ 47,830	\$ 5,314	\$ 53,144	\$ 12,380	\$ 65,524	6,228	\$ 8.5330	150	15,475
Home Delivered Meals	X		\$ -	\$ 111,199	\$ -	\$ 111,199	\$ 12,355	\$ 123,554	\$ 18,556	\$ 142,110	11,937	\$ 10.3509	100	23,195
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
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0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
<b>Total</b>			\$ 6,000	\$ 266,958	\$ 47,830	\$ 320,788	\$ 35,642	\$ 356,430	\$ 30,936	\$ 387,366	24,578		388	63,056

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

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

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

Signature, County Finance Officer

Date

Authorized Signature, Title  
 Community Service Provider

Date

Signature, Chairman, Board of Commissioners

Date

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**AGENDA ITEM 11:****WEST ANNEX BID AWARD REQUESTS****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will request the Board award contracts to the lowest responsive bidders for carpet replacement, acoustical ceiling tile/grid replacement, roofing services and painting services for the West Annex Agricultural Services Center.

Staff recommends the low bidders be awarded contracts in the following amounts:

Carpet Replacement	Furnish My Place	\$18,540
Ceiling Tile Replacement	Balca, Inc.	\$17,246
Roofing Services	AAR of North Carolina	\$93,915
Painting Services	Sapon Services	\$19,005.80

Board approval is required to award the contracts to the lowest responsive bidders as presented.



# WATAUGA COUNTY

## MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RM*

DATE: July 9, 2024

RE: West Annex Bid Award Requests

### BACKGROUND

Watauga County Maintenance re-advertised the Invitations to Bid for three building improvement projects planned for the West Annex Agricultural Services Center. Separate Invitations for Bid for carpet replacement, acoustical ceiling tile/grid replacement, roofing services and painting services were reposted on the County website.

### BID SUMMARY

WEST ANNEX FLOOR COVERING		
Bidder	Contact	Amount
Furnish My Place Charlotte, NC	Anmoc Ahusa sam@furnishmyplace.com	\$18,000 \$540 to move furniture
Rodney Gibson Climax, NC	Rodney Gibson Rgibson6342@gmail.com	\$23,022
Balca, Inc. Boone, NC	Tony Balca balcaestimating@gmail.com	\$36,520
WEST ANNEX CEILING TILE & GRID		
Bidder	Contact	Amount
Live Edge Const. Charlotte, NC	James Salloum james@liveedgeconstructionnc.com	\$33,780
Balca, Inc. Boone, NC	Tony Balca balcaestimating@gmail.com	\$17,246

WEST ANNEX MEDIC BASE ROOF REPLACEMENT		
Bidder	Contact	Amount
Triad Roofing Winston Salem, NC	Roger Cox rogercox@triadroofing.com	\$117,800 (.050 Fibertite membrane) \$3,000 deduct if PVC in lieu of Fibertite membrane
AAR of North Carolina Kernersville, NC	Brent Vassey brent@aarnc.com	\$93,915 (.080 PVC membrane)
WEST ANNEX 2 <sup>ND</sup> FLOOR INTERIOR PAINTING		
Bidder	Contact	Amount
Supon's Services Hickory, NC	Charlie Price c.price@saponsservices.com	\$19,005.80
Southend Painting Charlotte, NC	Todd Cahill paintmastert@yahoo.com	\$20,477
Custom Coatings Hickory, NC	Joe Brindle joe@customcoatingsinc.com	\$26,800

#### FISCAL IMPACT

There is money in the FY 24-25 budget for these building improvement projects.

#### RECOMMENDATION

Staff recommends the low bidders be awarded contracts in the following amounts:

- Carpet Replacement – Furnish My Place -- \$18,540
- Ceiling Tile Replacement – Balca, Inc. -- \$17,246
- Roofing Services – AAR of North Carolina -- \$93,915
- Painting Services – Sapon Services -- \$19,005.80



# WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

## INVITATION TO BID

Watauga County seeks bids from qualified persons or firms for floor covering replacements at the Watauga County Agricultural Services Center, 971 West King Street, Boone, NC 28607. Bids are due at 2:00 p.m. on Thursday, June 13, 2024. Bids may be hand delivered to Watauga County Building Maintenance Office, Attn: Robert Marsh, 274 Winklers Creek Road, Suite B, Boone, NC 28607 or emailed to robert.marsh@watgov.org. Bidders are encouraged to visit the project to measure and confirm jobsite conditions. Prospective bidders may contact the Maintenance Office at 828-264-1430 or by email to robert.marsh@watgov.org for more information or to schedule inspection of the worksite. A bid award is anticipated to be made July 2, 2024, if approved and funded by the Watauga County Board of County Commissioners.

### Scope of Work

The flooring contractor shall provide labor and materials for the replacement of approximately 400 syds of carpet or LVL. The work shall include the demolition of the existing glued-down broadloom carpet and installation of Interface, Open Air 418; Granite #107045 2X2 carpet tile with XL 2000 adhesive. The contractor shall include all surface preparation including existing glue removal and a full skim coat. The existing wood baseboard shall remain in place. The contractor shall remove linoleum and install Interface I.VL, Studio Set, Titanium, ADO705037020202XX0 in three (3) restrooms and the foyer.

### Bid Form

EIGHTEEN THOUSAND DOLLARS bids \$ 18,000<sup>00</sup> for removal and installation of flooring as described in the Invitation to Bid Scope of Work.

Watauga County reserves the right to waive bid informalities and to reject any and all bids.

COUNTY OF WATAUGA

CONTRACTOR

By: \_\_\_\_\_

By: FURNISH MY PLACE (ANMOL AHUJA)

Title: \_\_\_\_\_

Title: OWNER



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

---

Deron Geouque  
Watauga County Finance Director



## WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

### INVITATION TO BID (RE-ADVERTISEMENT)

Watauga County seeks bids from qualified persons or firms for Acoustical Ceiling Panel replacement at the Watauga County Agricultural Services Center, 971 West King Street, Boone, NC 28607. Bids are due at 2:00 p.m. on Thursday, June 27, 2024. Bids may be hand delivered to Watauga County Building Maintenance Office, Attn: Robert Marsh, 274 Winklers Creek Road, Suite B, Boone, NC 28607 or emailed to robert.marsh@watgov.org. Prospective bidders may contact the Maintenance Office at 828-264-1430 or by email to robert.marsh@watgov.org for more information or to schedule inspection of the worksite. A bid award is anticipated to be made on July 2, 2024, if approved and funded by the Watauga County Board of County Commissioners.

#### Scope of Work

The ceiling panel contractor shall provide labor and materials for replacement of approximately 4,000sf of Acoustical Ceiling tile.

The owner will provide a dumpster onsite for disposal of debris.

The building will be available for work seven days per week, twenty-four hours per day.

The ceiling tile contractor shall coordinate work with other trades and shall stage work to minimize disruptions to the office operations.

The ceiling panel contractor shall coordinate repairs of all surfaces damaged by the installation of the ceiling products with the painting contractor. Cost for repairs shall be paid by the ceiling contractor.

The ceiling panel contractor shall submit pay requests and sales tax reports in a manner and form acceptable to the Watauga County Finance Office.

Quantities are estimated and do not include waste factors. **Bidders are encouraged to visit the site and confirm all quantities of materials needed to complete the project.**

#### Specifications

Acoustical Ceiling Panel – USG Radar High-NRC/ High – CAC, Fire Rate #22111,  
2x2x3/4 Ceiling Grid – USG DX

Bid Form

Seventeen thousand two hundred forty - six bids \$17,246.00 for removal and installation of Acoustical Ceiling panels and grid as described in the Invitation to Bid Scope of Work.

Watauga County reserves the right to waive bid informalities and to reject any and all bids.

COUNTY OF WATAUGA

CONTRACTOR

By: \_\_\_\_\_

By: TONY BALCAZAR *Tony Balca*

Title: \_\_\_\_\_

Title: President \_\_\_\_\_

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

\_\_\_\_\_  
Deron Geouque  
Watauga County Finance Director

**AAR****OF NORTH CAROLINA, INC.**  
655 Peddycord Rd. KERNERSVILLE, NC

KERNERSVILLE, NC ❖

**Proposal**

Ph. 336-727-4534

Fax 336-727-4540

**FILE NAME: Watauga Medic Base 1 Reroof****Submitted To:** WCMD**Date:** Tuesday, June 25, 2024

Attention: Robert Marsh

Phone: 828.264.1430

Fax: N/A

Email: Robert.marsh@watgov.org

Addendums Viewed: NA

**Revised:** N/A**Job Address:** 921 West King St.  
Boone, NC 28607**Job Size:**

1. Tear off and dispose of the existing EPDM membrane and ½” fiber board in a dumpster provided by others.
2. Inspect and replace any damaged insulation.
3. Install ½” coverboard mechanically fastened.
4. Install .080 PVC membrane fully adhered.
5. Fully adhered the membrane 8 inches up the wall and terminate with bar and cover the bar with 24-gauge counter flashing.
6. Install fully adhered .080 PVC membrane on all curbs and roof penetrations.
7. Install 24 gage gravel stop, fascia gutter and downspouts.
8. Provided a 2-year contractors’ warranty.
9. Provide a 20-year manufacturers’ warranty.

<b>We Propose</b> hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:	
<b>Base Scope of Work Proposed Value:</b>	<b>\$93,915.00</b>

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance. Standard payment terms Net 30.

**Authorized Signature:***Brent Vassey*

6/25/24

**Brent Vassey**  
**Service Estimator/Project Manager****Signature:****Print Name:****Date of Acceptance:****This proposal may be withdrawn if not accepted within 30 days.**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*

AAR of North Carolina, Inc.  
655 Peddycord Road  
Kernersville, NC 27284

### SURETY:

*(Name, legal status and principal place of business)*

Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606  
Mailing Address for Notices

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

### OWNER:

*(Name, legal status and address)*

Watauga County Building Maintenance Office  
274 Winklers Creek Road, Suite B  
Boone, NC 28607

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

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

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

Watauga Medic Base 1 Reroof

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

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


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

Signed and sealed this 27th day of June, 2024.

AAR of North Carolina, Inc. \_\_\_\_\_  
*(Principal)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

By: \_\_\_\_\_  
*(Title)*

  
\_\_\_\_\_  
*(Witness)* Marc Turner

Western Surety Company \_\_\_\_\_  
*(Surety)* *(Seal)*

By:   
*(Title)* Amanda E. Smith, Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**- In Unlimited Amounts -**

Surety Bond No: Bid Bond  
Principal: AAR of North Carolina, Inc.  
Obligee: Watauga County Building Maintenance Office

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

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

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



WESTERN SURETY COMPANY

*Larry Kasten*

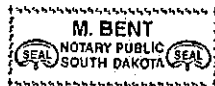
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

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

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney heremabov e set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of June, 2024



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



# Watauga Agricultural Services Center I-P

<b>Prepared By</b>	<b>Prepared For</b>	<b>6/10/2024</b>
Sapon's Services, Inc. (Painting and Coating)	WATAUGA COUNTY MAINTENANCE DEPARTMENT	
354 8TH AV DR SW HIKORY Hickory, North Carolina 28602	ROBERT MARSH 274 Winklers Creek rd Suite B Boone NC 28607 Boone 28607	
8283586113 eddie.vasquez@saponsservices.com	828-264-1430 robert.marsh@watgov.org	

**Scope of Work**

Interior Painting  
 Walls, doors, frames  
 Patch all imperfections on walls  
 sand and prime  
 2 coats of paint application require Sherwin Williams Pro-mar 400 Semi-gloss-Color Kestral White  
 Doors-frames and Base- Pro Industrial Acrylic Latex.

<b>Description</b>	<b>Total</b>
Non-Measured	\$17,190.80
<b>Proposal Total</b>	<b>\$17,190.80</b>

**Terms of Service**

Article 3 – Interpretation. It is understood and agreed by and between the parties hereto, that the Work included in this Subcontract is to be done under the direction of said Architect and Owner, and that the Architect's decisions as to the true constructions and meaning of the plans and specifications shall be final. It is also mutually agreed by the parties hereto, that such additional drawings and explanations as may be necessary to detail and illustrate the Work to be done are to be furnished by said Architect, and both parties hereto agree to confirm and abide by the same, in so far as they may be consistent with the purpose and intent of the original plans and specifications. Completion shall be defined as the fulfillment of Services as described in Section 2 by industry standards and to the approval of the Contractor, not to be unreasonably withheld.

NOW, THEREFORE, said Contractor and said Subcontractor, for and in consideration of the obligations and mutual covenants hereinafter stipulated, do contract, and agree as follows: Article 1 – Work. The said Subcontractor hereby agrees to furnish and pay for all materials; all required shop erection drawings; all required samples; and all equipment together with all labor under supervision satisfactory to the Architect, Owner, and Contractor, to complete the Subcontractor's part of the work of the Prime Contract in all respects as is therein required of the Contractor, and all work incidental thereto (the "Work"). The subcontractor shall provide all labor, material, equipment, taxes, insurance (General Liability and Workers Compensation), all applicable fees, permits, and licenses. Work of this Subcontract will be completed in strict accordance with the Contract documents and governing authorities.

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**AGENDA ITEM 12:**

**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. There were no releases in June.

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


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


Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported

totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report June 2024

	<u>Current Month Collections</u>	<u>Current FY Collections</u>	<u>Current FY Percentage</u>	<u>Previous FY Percentage</u>
<b><u>General County</u></b>				
Taxes 2023	64,517.66	42,872,971.66	98.78%	98.63%
Prior Year Taxes	22,963.64	493,145.66		
Solid Waste User Fees	8,772.33	3,339,931.31	97.55%	97.61%
Total County Funds	<b>\$96,253.63</b>	<b>\$46,706,048.63</b>		
<b><u>Fire Districts</u></b>				
Foscoe Fire	1,720.38	677,117.98	99.10%	99.13%
Boone Fire	2,991.60	1,321,312.48	98.70%	98.59%
Fall Creek Service Dist.	26.75	13,077.45	95.81%	98.70%
Beaver Dam Fire	475.28	136,912.43	96.32%	94.86%
Stewart Simmons Fire	35.64	404,993.87	99.16%	98.68%
Zionville Fire	581.55	156,752.16	97.77%	96.99%
Cove Creek Fire	714.41	352,145.55	98.06%	97.83%
Shawneehaw Fire	262.90	157,452.68	98.25%	98.32%
Meat Camp Fire	850.66	315,312.72	96.46%	97.53%
Deep Gap Fire	345.26	268,402.34	98.14%	97.94%
Todd Fire	24.90	77,360.92	97.78%	98.67%
Blowing Rock Fire	1,141.11	694,717.06	99.28%	98.64%
M.C. Creston Fire	95.53	8,221.31	95.26%	90.89%
Foscoe Service District	0.00	110,082.04	98.92%	98.77%
Beech Mtn. Service Dist.	0.00	2,754.20	99.52%	99.94%
Cove Creek Service Dist.	0.00	336.65	100.00%	100.00%
Shawneehaw Service Dist	0.00	8,371.24	98.21%	97.48%
Total Fire Districts	<b>9,265.97</b>	<b>4,705,323.08</b>		
<b><u>Towns</u></b>				
Boone	8,672.24	8,703,388.04	99.43%	99.26%
Municipal Services	0.00	230,635.89	98.94%	98.97%
Total Town Taxes	<b>\$8,672.24</b>	<b>\$8,934,023.93</b>		
Total Amount Collected	<b>\$114,191.84</b>	<b>\$60,345,395.64</b>		

 Tax Collections Director

 Tax Administrator

**AGENDA ITEM 12:**

**TAX MATTERS**

*B. Annual Settlement of Tax Collector*

**MANAGER'S COMMENTS:**

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

Board action is required for approval.

MEMORANDUM

TO: WATAUGA COUNTY COMMISSIONERS

FROM: LARRY WARREN, TAX ADMINISTRATOR

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

DATE:

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

ATTACHMENT: SETTLEMENT

## ANNUAL SETTLEMENT OF TAX COLLECTOR

## WATAUGA COUNTY

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2014-2022</u>	\$	<u>1,036,154.14</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>434,301.61</u>
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B.	<u>2014</u> taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>1,219.81</u>
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	TOTAL CREDITS		\$	<u>435,521.42</u>
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	Prior Year Taxes	@ <u>6/30/24</u>	\$	<u>600,632.72</u>
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	TOTAL		\$	<u>1,036,154.14</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
SOLID WASTE USER FEE

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$ <u>202,864.16</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>47,856.76</u>
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B.	2014 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>3.54</u>
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	TOTAL CREDITS	\$ <u>47,860.30</u>
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Prior Year Taxes @ <u>6/30/24</u>		\$ <u>155,003.86</u>
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	TOTAL	\$ <u>202,864.16</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
TOWN OF BOONE

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$	<u>145,169.41</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>55,736.12</u>
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B.	2014 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>1,481.87</u>
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	TOTAL CREDITS	\$	<u>57,217.99</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$	<u>87,951.42</u>
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	TOTAL	\$	<u>145,169.41</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
MUNICIPAL SERVICE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$	<u>9,580.81</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>1,952.21</u>
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B.	2014 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>0.00</u>
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	TOTAL CREDITS	\$	<u>1,952.21</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$	<u>7,628.60</u>
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	TOTAL	\$	<u>9,580.81</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
FOSCOE FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$ <u>11,243.25</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>5,465.90</u>
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B.	2014 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>13.24</u>
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	TOTAL CREDITS	\$ <u>5,479.14</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$ <u>5,764.11</u>
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	TOTAL	\$ <u>11,243.25</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
BOONE FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$ <u>33,075.21</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>11,313.21</u>
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B.	2014 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>11,313.21</u>
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Prior Year Taxes @ <u>6/30/24</u>		\$ <u>21,762.00</u>
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	TOTAL	\$ <u>33,075.21</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
FALL CREEK

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2014-2022</u>	\$ <u>491.39</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$ <u>36.52</u>
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B.	2014 taxes written off		\$ <u>0.00</u>
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C.	Adjustments		\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>36.52</u>
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	Prior Year Taxes @ <u>6/30/24</u>		\$ <u>454.87</u>
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	TOTAL	\$ <u>491.39</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
BEAVER DAM FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$ <u>7,286.10</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>2,895.00</u>
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B.	2014 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>2,895.00</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$ <u>4,391.10</u>
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	TOTAL	\$ <u>7,286.10</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
STEWART SIMMONS FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$ <u>6,493.18</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>1,449.91</u>
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B.	2014 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>1,449.91</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$ <u>5,043.27</u>
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	TOTAL	\$ <u>6,493.18</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
ZIONVILLE FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$	<u>8,446.86</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>2,981.51</u>
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B.	2014 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>0.00</u>
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	TOTAL CREDITS	\$	<u>2,981.51</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$	<u>5,465.35</u>
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	TOTAL	\$	<u>8,446.86</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
COVE CREEK FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$ <u>11,269.70</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>5,484.80</u>
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B.	2014 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>5,484.80</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$ <u>5,784.90</u>
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	TOTAL	\$ <u>11,269.70</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
SHAWNEEHAW FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$	<u>2,108.50</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>782.14</u>
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B.	2014 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>0.00</u>
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	TOTAL CREDITS	\$	<u>782.14</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$	<u>1,326.36</u>
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	TOTAL	\$	<u>2,108.50</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
MEAT CAMP FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$ <u>14,393.73</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>3,869.60</u>
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B.	2014 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>(3.50)</u>
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	TOTAL CREDITS	\$ <u>3,866.10</u>
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Prior Year Taxes @ <u>6/30/24</u>		\$ <u>10,527.63</u>
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	TOTAL	\$ <u>14,393.73</u>
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## ANNUAL SETTLEMENT OF TAX COLLECTOR

## DEEP GAP FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes	<u>2014-2022</u>	\$	<u>12,029.47</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases		\$	<u>6,362.08</u>
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B.	<u>2014</u> taxes written off		\$	<u>0.00</u>
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C.	Adjustments		\$	<u>6.87</u>
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	TOTAL CREDITS		\$	<u>6,368.95</u>
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	Prior Year Taxes	@ <u>6/30/24</u>	\$	<u>5,660.52</u>
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	TOTAL		\$	<u>12,029.47</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
TODD FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$	<u>510.80</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>109.05</u>
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B.	2014 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>0.00</u>
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	TOTAL CREDITS	\$	<u>109.05</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$	<u>401.75</u>
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	TOTAL	\$	<u>510.80</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
BLOWING ROCK FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$ <u>10,614.51</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$ <u>7,197.60</u>
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B.	2014 taxes written off	\$ <u>0.00</u>
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C.	Adjustments	\$ <u>0.00</u>
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	TOTAL CREDITS	\$ <u>7,197.60</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$ <u>3,416.91</u>
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	TOTAL	\$ <u>10,614.51</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
MEAT CAMP-CRESTON FIRE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$	<u>1,539.47</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>908.36</u>
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B.	2014 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>0.22</u>
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	TOTAL CREDITS	\$	<u>908.58</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$	<u>630.89</u>
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	TOTAL	\$	<u>1,539.47</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
FOSCOE SERVICE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$	<u>2,719.81</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>1,319.17</u>
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B.	2014 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>0.00</u>
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	TOTAL CREDITS	\$	<u>1,319.17</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$	<u>1,400.64</u>
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	TOTAL	\$	<u>2,719.81</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
BEECH MTN. SERVICE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$	<u>42.29</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>30.20</u>
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B.	2014 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>0.00</u>
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	TOTAL CREDITS	\$	<u>30.20</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$	<u>12.09</u>
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	TOTAL	\$	<u>42.29</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
COVE CREEK SERVICE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$	<u>0.00</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>0.00</u>
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B.	2014 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>0.00</u>
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	TOTAL CREDITS	\$	<u>0.00</u>
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	Prior Year Taxes @ <u>06/30.24</u>	\$	<u>0.00</u>
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	TOTAL	\$	<u>0.00</u>
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ANNUAL SETTLEMENT OF TAX COLLECTOR  
SHAWNEEHAW SERVICE DISTRICT

Prior year FY 2023-2024 in accordance with G. S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A.	Prior Years Taxes <u>2014-2022</u>	\$	<u>78.09</u>
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TAX COLLECTOR'S CREDIT

A.	Collections and Releases	\$	<u>5.86</u>
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B.	2014 taxes written off	\$	<u>0.00</u>
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C.	Adjustments	\$	<u>0.00</u>
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	TOTAL CREDITS	\$	<u>5.86</u>
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	Prior Year Taxes @ <u>6/30/24</u>	\$	<u>72.23</u>
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	TOTAL	\$	<u>78.09</u>
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Annual Settlement of Tax Collector WATAUGA COUNTY  
FY 23-24 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>47,782,876.08</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>91,558.87</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
	<b>TOTAL CHARGE</b>	\$ <u><u>47,874,434.95</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>42,781,412.79</u>
B.	Interest.	\$ <u>91,558.87</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ _____
D.	Releases duly allowed by the governing body.	\$ <u>4,472,023.70</u>
E.	Discounts allowed by law.	\$ _____
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ _____
	<b>TOTAL CREDIT</b>	\$ <u><u>47,344,995.36</u></u>

<b>RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).</b>	\$ <u>529,439.59</u>
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<b>TOTAL</b>	\$ <u><u>47,874,434.95</u></u>
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Annual Settlement of Tax Collector                      TOWN OF BOONE  
 FY 23-24 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>11,876,208.99</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>10,049.24</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
	TOTAL CHARGE	\$ <u><u>11,886,258.23</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>8,693,338.80</u>
B.	Interest.	\$ <u>10,049.24</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ _____
D.	Releases duly allowed by the governing body.	\$ <u>3,133,191.83</u>
E.	Discounts allowed by law.	\$ _____
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ _____
	TOTAL CREDIT	\$ <u><u>11,836,579.87</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>49,678.36</u>
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TOTAL	\$ <u><u>11,886,258.23</u></u>
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Annual Settlement of Tax Collector      MUNICIPAL SERVICE DISTRICT  
 FY 23-24 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.	\$	318,982.00
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	682.09
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	319,664.09

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.	\$	229,953.80
B. Interest.	\$	682.09
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	
D. Releases duly allowed by the governing body.	\$	86,575.62
E. Discounts allowed by law.	\$	
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	
TOTAL CREDIT	\$	317,211.51

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	2,452.58
TOTAL	\$	319,664.09

Annual Settlement of Tax Collector                      FOSCOE FIRE DISTRICT  
 FY 23-24 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>696,519.26</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>1,519.29</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
	TOTAL CHARGE	\$ <u><u>698,038.55</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>675,598.69</u>
B. Interest.		\$ <u>1,519.29</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ _____
D. Releases duly allowed by the governing body.		\$ <u>14,799.41</u>
E. Discounts allowed by law.		\$ _____
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ _____
	TOTAL CREDIT	\$ <u><u>691,917.39</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>6,121.16</u>
	TOTAL	\$ <u><u>698,038.55</u></u>

Annual Settlement of Tax Collector      BOONE RURAL FIRE DISTRICT  
 FY 23-24 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>1,392,492.31</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>2,787.04</u>
C. All other sums charged and debits.	\$	<u>0.00</u>
TOTAL CHARGE	\$	<u><u>1,395,279.35</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>1,318,525.44</u>
B. Interest.	\$	<u>2,787.04</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>56,599.16</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>1,377,911.64</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>17,367.71</u>
TOTAL	\$	<u><u>1,395,279.35</u></u>

Annual Settlement of Tax Collector      FALL CREEK FIRE DISTRICT  
 FY 2023-2024 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>13,676.09</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.		\$ <u>11.51</u>
C. All other sums charged and debits.		\$ <u>0.00</u>
	TOTAL CHARGE	\$ <u><u>13,687.60</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>13,065.94</u>
B. Interest.		\$ <u>11.51</u>
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).		\$ _____
D. Releases duly allowed by the governing body.		\$ <u>38.80</u>
E. Discounts allowed by law.		\$ _____
F. Commission (if any) lawfully payable to the Tax Collector as compensation.		\$ _____
	TOTAL CREDIT	\$ <u><u>13,116.25</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).		\$ <u>571.35</u>
	TOTAL	\$ <u><u>13,687.60</u></u>

Annual Settlement of Tax Collector                      BEAVER DAM FIRE DISTRICT  
 FY 23-24 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>145,371.01</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>468.96</u>
C.	All other sums charged and debits.	\$	<u>0.00</u>
	TOTAL CHARGE	\$	<u><u>145,839.97</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>136,443.47</u>
B.	Interest.	\$	<u>468.96</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>3,718.98</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>140,631.41</u></u>

	RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>5,208.56</u>
	TOTAL	\$	<u><u>145,839.97</u></u>



Annual Settlement of Tax Collector STEWART SIMMONS FIRE DISTRICT  
 FY 23-24 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>421,779.25</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>1,108.66</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
	TOTAL CHARGE	\$ <u><u>422,887.91</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>403,885.21</u>
B.	Interest.	\$ <u>1,108.66</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ _____
D.	Releases duly allowed by the governing body.	\$ <u>14,465.86</u>
E.	Discounts allowed by law.	\$ _____
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ _____
	TOTAL CREDIT	\$ <u><u>419,459.73</u></u>

	RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>3,428.18</u>
	TOTAL	\$ <u><u>422,887.91</u></u>

Annual Settlement of Tax Collector                      ZIONVILLE FIRE DISTRICT  
 FY 23-24 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.	\$	172,762.06
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	541.98
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	173,304.04

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.	\$	156,210.18
B. Interest.	\$	541.98
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	_____
D. Releases duly allowed by the governing body.	\$	12,990.26
E. Discounts allowed by law.	\$	_____
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	_____
TOTAL CREDIT	\$	169,742.42

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	3,561.62
TOTAL	\$	173,304.04

Annual Settlement of Tax Collector      COVE CREEK FIRE DISTRICT  
 FY 23-24 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.	\$	374,564.57
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	1,239.93
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	375,804.50

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.	\$	350,905.62
B. Interest.	\$	1,239.93
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	_____
D. Releases duly allowed by the governing body.	\$	16,713.90
E. Discounts allowed by law.	\$	_____
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	_____
TOTAL CREDIT	\$	368,859.45

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	6,945.05
TOTAL	\$	375,804.50

Annual Settlement of Tax Collector      SHAWNEEHAW FIRE DISTRICT  
 FY 23-24 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.	\$	166,750.21
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	368.48
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	167,118.69

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.	\$	157,084.20
B. Interest.	\$	368.48
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	_____
D. Releases duly allowed by the governing body.	\$	6,861.17
E. Discounts allowed by law.	\$	_____
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	_____
TOTAL CREDIT	\$	164,313.85

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	2,804.84
TOTAL	\$	167,118.69

Annual Settlement of Tax Collector                      MEAT CAMP FIRE DISTRICT  
 FY 23-24 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.	\$	340,254.83
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	851.14
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	341,105.97

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.	\$	314,461.58
B. Interest.	\$	851.14
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	_____
D. Releases duly allowed by the governing body.	\$	14,255.97
E. Discounts allowed by law.	\$	_____
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	_____
TOTAL CREDIT	\$	329,568.69

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	11,537.28
TOTAL	\$	341,105.97

Annual Settlement of Tax Collector                      DEEP GAP FIRE DISTRICT  
 FY 23-24 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>309,613.43</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>631.96</u>
C. All other sums charged and debits.	\$	<u>0.00</u>
TOTAL CHARGE	\$	<u><u>310,245.39</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>267,770.38</u>
B. Interest.	\$	<u>631.96</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>36,780.88</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>305,183.22</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>5,062.17</u>
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TOTAL	\$	<u><u>310,245.39</u></u>
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Annual Settlement of Tax Collector                      TODD FIRE DISTRICT  
 FY 23-24 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.	\$	81,575.50
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	456.40
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	82,031.90

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.	\$	76,904.52
B. Interest.	\$	456.40
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	
D. Releases duly allowed by the governing body.	\$	2,926.43
E. Discounts allowed by law.	\$	
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	
TOTAL CREDIT	\$	80,287.35

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	1,744.55
TOTAL	\$	82,031.90

Annual Settlement of Tax Collector      BLOWING ROCK FIRE DISTRICT  
 FY 23-24 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>773,593.87</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>1,307.84</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
	TOTAL CHARGE	\$ <u><u>774,901.71</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>693,409.22</u>
B.	Interest.	\$ <u>1,307.84</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ _____
D.	Releases duly allowed by the governing body.	\$ <u>75,160.69</u>
E.	Discounts allowed by law.	\$ _____
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ _____
	TOTAL CREDIT	\$ <u><u>769,877.75</u></u>

	RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>5,023.96</u>
	TOTAL	\$ <u><u>774,901.71</u></u>



Annual Settlement of Tax Collector      FOSCOE SERVICE DISTRICT  
 FY 23-24 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.	\$	114,834.25
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	266.48
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	115,100.73

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.	\$	109,815.56
B. Interest.	\$	266.48
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	_____
D. Releases duly allowed by the governing body.	\$	3,822.41
E. Discounts allowed by law.	\$	_____
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	_____
TOTAL CREDIT	\$	113,904.45

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	1,196.28
TOTAL	\$	115,100.73

Annual Settlement of Tax Collector      BEECH MTN. SERVICE DISTRICT  
 FY 23-24 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

A. Total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries.	\$	2,765.31
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	2.14
C. All other sums charged and debits.	\$	0.00
TOTAL CHARGE	\$	2,767.45

TAX COLLECTOR'S CREDIT

A. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	2,752.06
B. Interest.	\$	2.14
C. The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	_____
D. Releases duly allowed by the governing body.	\$	0.00
E. Discounts allowed by law.	\$	_____
F. Commission (if any) lawfully payable to the Tax Collector as compensation.	\$	_____
TOTAL CREDIT	\$	2,754.20

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	13.25
TOTAL	\$	2,767.45

Annual Settlement of Tax Collector      COVE CREEK SERVICE DISTRICT  
 FY 23-24 in accordance with G.S. 105-373 (a) (3)

TAX COLLECTOR'S CHARGE

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

TAX COLLECTOR'S CREDIT

A.	All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit.	\$	<u>336.65</u>
B.	Interest.	\$	<u>0.00</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$	<u>          </u>
D.	Releases duly allowed by the governing body.	\$	<u>0.00</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>336.65</u></u>

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

Annual Settlement of Tax Collector      SHAWNEEHAW SERVICE DISTRICT  
 FY 23-24 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>9,346.03</u>
B. All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>27.63</u>
C. All other sums charged and debits.	\$	<u>0.00</u>
TOTAL CHARGE	\$	<u><u>9,373.66</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 receipted for by a proper official of the unit.	\$	<u>8,343.61</u>
B. Interest.	\$	<u>27.63</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>850.12</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>9,221.36</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>152.30</u>
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TOTAL	\$	<u><u>9,373.66</u></u>
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Annual Settlement of Tax Collector MEAT CAMP-CRESTON FIRE DISTRICT  
 FY 23-24 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>10,373.99</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$	<u>80.85</u>
C.	All other sums charged and debits.	\$	<u>0.00</u>
	TOTAL CHARGE	\$	<u><u>10,454.84</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>8,140.46</u>
B.	Interest.	\$	<u>80.85</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>1,828.80</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>10,050.11</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$	<u>404.73</u>
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TOTAL	\$	<u><u>10,454.84</u></u>
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Annual Settlement of Tax Collector                      SOLID WASTE USER FEE  
 FY 23-24 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>3,429,011.36</u>
B.	All penalties, interest, and costs collected by him in connection with taxes for the current year.	\$ <u>6,741.62</u>
C.	All other sums charged and debits.	\$ <u>0.00</u>
TOTAL CHARGE		\$ <u><u>3,435,752.98</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>3,333,189.69</u>
B.	Interest.	\$ <u>6,741.62</u>
C.	The principal amount of taxes included in the insolvent list determined in accordance with G.S. 105-373 (a) (2).	\$ _____
D.	Releases duly allowed by the governing body.	\$ <u>12,071.76</u>
E.	Discounts allowed by law.	\$ _____
F.	Commission (if any) lawfully payable to the Tax Collector as compensation.	\$ _____
TOTAL CREDIT		\$ <u><u>3,352,003.07</u></u>

RECHARGE OF UNCOLLECTED CURRENT YEAR TAXES IN ACCORDANCE WITH G.S. 105-373 (a) (4).	\$ <u>83,749.91</u>
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TOTAL	\$ <u><u>3,435,752.98</u></u>
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**AGENDA ITEM 12:**

**TAX MATTERS**

*C. Oath to Collect Taxes*

**MANAGER'S COMMENTS:**

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

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

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

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

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

\_\_\_\_\_  
(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 12:****TAX MATTERS*****D. Appraisal Services Contract*****MANAGER'S COMMENTS:**

Mr. Warren will request Board approval of the contract with Vincent Valuations to provide appraisal services. The effective date of the contract will be January 1, 2025 to coincide with the retirement of the County's last employed appraiser. Funds have been budgeted and approved by the Board with the adoption of the Fiscal Year 2025 budget. The term of the contract is for three (3) years. Vincent Valuations already provides the majority of appraisal services for the County and the new contract will fold the existing contract into one.

Board approval is required to adopt the contract with Vincent Valuations for appraisal services.

**NORTH CAROLINA  
WATAUGA COUNTY**

**SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into this the \_\_\_\_ day of **June**, 2024, by and between the **COUNTY of WATAUGA**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), and **Vincent Valuations LLC** a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as “**CONTRACTOR**”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** **CONTRACTOR** hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified herein. Time is of the essence with respect to all provisions of this contract that specify a time for performance.
  - Audit 300 PUV parcels per tax year. This includes sending compliance letters to the owner, reviewing data for compliance and completing rollbacks and necessary.
  - Complete the valuation of 400 splits and merges of land per tax year.
  - Inspect, data enter and value 2400 new construction parcels per tax year.
  - Provide appraisal support staff to review office inquiries regarding appraisal related issues. This shall not include personal property, listing, collection or mapping related work. Office staff will be present in the office at least once a day to respond to inquiries and messages.
  - Complete 50 non reappraisal related appeals per tax year up to and including the County Board of Equalization and Review.
  - The **COUNTY** agrees to pay the **CONTRACTOR** \$200,000 per year for the above services. Any item exceeding the above-said number shall be invoiced at a rate of \$650 per day.
  - Beginning July 1, 2025, **COUNTY** agrees to increase the Fee in an amount equal to cost-of-living-adjustment (COLA) raises provided to **COUNTY** employees. This increase will be in effect from July 1, 2025, to June 30, 2026.
  - Beginning July 1, 2026, **COUNTY** agrees to further increase the Fee in an amount equal to COLA raises provided to **COUNTY** employees. This increase will be in effect from July 1, 2026, through June 30, 2027
  - Beginning July 1, 2027, **COUNTY** agrees to further increase the Fee in an amount equal to COLA raises provided to **COUNTY** employees. This increase will be in effect from July 1, 2027, through the remainder of the Contract.
  - In the event that the contract is extended for additional three-year terms pursuant to paragraph 2 of this contract, the COLA Fee increases described in the preceding three bullet points will apply to each subsequent year that the contract remains in effect.
2. **TERM OF CONTRACT.** The Term of this contract for services is from 1/1/2025 to 6/30/2028 unless sooner terminated as provided herein. This contract will automatically renew for additional three-year terms at the conclusion of this contract term and subsequent contract terms unless the **COUNTY** or **CONTRACTOR** terminates the renewal at least 180 days prior to the last day of the contract term.
3. **PAYMENT TO CONTRACTOR.** **COUNTY** agrees to pay **CONTRACTOR** at the rates specified for Services performed to the satisfaction of the **COUNTY**, in accordance with this contract. Unless otherwise specified, **CONTRACTOR** shall submit an itemized invoice to **COUNTY** by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by **COUNTY**.
4. **INDEPENDENT CONTRACTOR.** **COUNTY** and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **COUNTY** for any purpose in the performance of **CONTRACTOR**'s duties under this Contract. Accordingly, **CONTRACTOR** shall be

responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. INDEMNIFICATION.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or subcontractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In claims against any person or entity indemnified under this provision by an employee of the CONTRACTOR, a subcontractor, an employee of a subcontractor, or an agent of the CONTRACTOR or a subcontractor, the indemnification obligation under this provision shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 6. INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

**6.1 Commercial General Liability:** Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$1,000,000** aggregate.

**6.2 Commercial Automobile Liability:** ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

**6.3 Worker's Compensation and Employers Liability:** as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

7. **TERMINATION.** This Contract may be terminated by the COUNTY for cause only, which shall consist only of the failure of CONTRACTOR to provide Services to the reasonable satisfaction of COUNTY due to intentional or grossly negligent conduct by CONTRACTOR. CONTRACTOR may terminate this Contract without penalty if its ability to perform is obstructed by malfunction of COUNTY's computers or software used in connection with this Contract.
8. **COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
9. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
10. **COMPLIANCE WITH LAWS.** CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.
11. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
12. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.
13. **AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
14. **DISPUTE RESOLUTION PROCEDURE.** To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the WATAUGA County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing

of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator’s orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in WATAUGA County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of WATAUGA and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

**15. EXISTENCE.** CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

**16. NON-SOLICITATION.** During the period of agreement and for the period of twelve months following the project completion date, the COUNTY will not solicit for employment or hire any COMPANY employee without the express written consent of the COMPANY.

**17. FORCE MAJEURE.** In no event shall the CONTRACTOR be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, extreme periods of inflation, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the CONTRACTOR shall use reasonable efforts which are consistent with accepted practices in the appraisal industry to resume performance as soon as practicable under the circumstances.

**18. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

**19. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

**20. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF WATAUGA**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR**  
**ATTN: Ryan Vincent**  
**226 COWAND RD**  
**Merry Hill, North Carolina 27957**

**21. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

**22. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of WATAUGA and the State of North Carolina.

**23. ENTIRE CONTRACT.** This contract shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

**24. COMPUTER ACCESS.** The county shall provide remote access to the county’s CAMA system, Tyler IAS, along with any other relevant databases required to complete data entry work such as Survey 123.

**IN TESTIMONY WHEREOF,** the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

**COUNTY OF WATAUGA**

\_\_\_\_\_

**Name and Title**

**Print Name/Title:**\_\_\_\_\_

**CONTRACTOR**

By:\_\_\_\_\_

Authorized Representative

**Print Name/Title:**\_\_\_\_\_



**AGENDA ITEM 13:**

**PARKS & RECREATION CATSMAN FOUNDATION DONATION**

**MANAGER'S COMMENTS:**

Ms. Keron Poteat, Parks and Recreation Director, will request the Board approve the donation from Glenn Dempsey, President and Managing Director of the Catsman Foundation, in the amount of \$65,000. The funds would be earmarked for weight training equipment. The County Attorney, has reviewed the letter of intent.

Board approval is required to accept the donation in the amount of \$65,000 from Glenn Dempsey, President and Managing Director of the Catsman Foundation, for weight training equipment.



# WATAUGA COUNTY PARKS & RECREATION


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



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

## M E M O

To: Deron Geouque, *County Manager*  
 Board of Commissioners

From:  Keron Poteat, *Director*

Subject: Catsman Foundation Donation

Date: Wednesday, June 19, 2024

Glenn Dempsey, President and Managing Director of the Catsman Foundation, is prepared to donate \$65,000 to Watauga County for the Watauga Community Recreation Center. The funds would be earmarked for weight training equipment. See the accompanying information sheets for the type and number of pieces for purchase.

This generous donation would complement the fitness components already within the WCRC. I met with a representative of True Fitness who has provided suggested layouts for the new equipment.

The County Attorney, Ms. Capua, has reviewed the letter of intent, and does not see any issues other than County approval for the purchase.

**Samuel M. and Alma Catsman Foundation, Inc.**  
38 S. Sewall's Point Road  
Stuart, Florida 34996

June 6, 2024

Ms. Keron Poteat  
Director  
Watauga Community Recreation Center  
231 Complex Drive  
Boone, NC 28607

Dear Keron:

The Samuel M. and Alma Catsman Foundation, Inc. ("Catsman Foundation") hereby agrees to contribute the sum of Sixty-five Thousand Dollars (\$65,000.00) to Watauga County in order for the Watauga Community Recreation Center to purchase the items of weight training equipment itemized on the attached Order Quote (CO-1663910) from True Fitness dated May 30, 2024.

The Catsman Foundation agrees to contribute the said funds to Watauga County within five (5) days following the receipt of a written notice from you that Watauga County has approved of the purchase of equipment by the recreation center. This is a legally binding commitment by the Catsman Foundation to contribute the said funds to Watauga County.

If Watauga County does not approve of the proposed purchase of equipment by September 30, 2024, the Catsman Foundation reserves the right to terminate this commitment by delivering a written notice of termination to you.

Please let me know if I can assist you in obtaining the required approvals from the County Manager and County Commission.

Sincerely,



W. Glenn Dempsey,  
President and Managing Director

WGD/sab  
Enclosures

# Order Quote

Page 1 of 2



TRUE // Octane

## Quote CO-1663910

**Sales Rep**

Ralph Ruggiero  
rruggiero@truefitness.com  
(770) 329-2171

**True Fitness Address**

True Fitness Technology, Inc.  
865 Hoff Rd  
Ofallon, MO 63366  
USA  
**Phone**  
Toll Free: (800) 426-6570

**Proposal Date**

5/30/2024

**Quote Expiration Date**

7/31/2024

**Shipping Notes**

Carolina Fitness Equipment will do the installation

**Bill To****CustomerID**

NCA000840

**Bill To Address**

WATAUGA PARKS AND  
REC  
231 Complex Dr  
Boone, NC 28607  
United States

**Billing Contact**

Craig Lands  
(828) 264-9511  
craig.lands@watgov.org

**Ship To****Ship To Address**

WATAUGA PARKS AND  
REC  
231 Complex Dr  
Boone, NC 28607  
United States

**Contact**

Keron Poteat  
(828) 264-9511  
keron.poteat@watgov.com

**Products**

Ln	Item Number	Item Description	Qty	UM	MSRP	Price	Line Total
1	SPL0100H-35-SPLSRDPS	Leg Extension - Matte Black - Heavy with True Palladium Acrylic Short Shroud	1.00	EA	\$5,999.00	\$3,545.76	\$3,545.76
2	SPL0200H-35-SPLSRDPS	Seated Leg Curl - Matte Black - Heavy with True Palladium Acrylic Short Shroud	1.00	EA	\$6,199.00	\$3,663.76	\$3,663.76
3	SPL0300-35-SPLSRDPT	Leg Press - Matte Black with True Palladium Acrylic Tall Shroud	1.00	EA	\$9,099.00	\$5,375.51	\$5,375.51
4	SPL0400-35-SPLSRDPS	Inner/Outer Thigh - Matte Black with True Palladium Acrylic Short Shroud	1.00	EA	\$5,799.00	\$3,427.76	\$3,427.76
5	SPL0500H-35-SPLSRDPS	Triceps Extension - Matte Black - Heavy with True Palladium Acrylic Short Shroud	1.00	EA	\$5,899.00	\$3,486.76	\$3,486.76
6	SPL0700H-35-SPLSRDPS	Converging Shoulder Press - Matte Black - Heavy with True Palladium Acrylic Short Shroud	1.00	EA	\$6,499.00	\$3,840.76	\$3,840.76
7	SPL0900H-35-SPLSRDPS	Converging Chest Press - Matte Black - Heavy with True Palladium Acrylic Short Shroud	1.00	EA	\$6,499.00	\$3,840.76	\$3,840.76
8	SPL1000H-35-SPLSRDPS	Pec Fly/Rear Delt - Matte Black - Heavy with True Palladium Acrylic Short Shroud	1.00	EA	\$6,499.00	\$3,840.76	\$3,840.76
9	SPL1100H-35-SPLSRDPT	Diverging Lat Pulldown - Matte Black - Heavy with True Palladium Acrylic Tall Shroud	1.00	EA	\$6,499.00	\$3,841.51	\$3,841.51

# Order Quote

Page 2 of 2



TRUE // Octane

Ln	Item Number	Item Description	Qty	UM	Msrp	Price	Line Total
10	SPL1200H-35-SPLSRDPS	Diverging Seated Row - Matte Black - Heavy with True Palladium Acrylic Short Shroud	1.00	EA	\$6,499.00	\$3,840.76	\$3,840.76
11	SPL1300H-35-SPLSRDPS	Low Back - Matte Black - Heavy with True Palladium Acrylic Short Shroud	1.00	EA	\$5,899.00	\$3,486.76	\$3,486.76
12	SPL1400H-35-SPLSRDPS	Abdominal - Matte Black - Heavy with True Palladium Acrylic Short Shroud	1.00	EA	\$5,999.00	\$3,545.76	\$3,545.76
13	SPL1600H-35-SPLSRDPS	Calf Press - Matte Black - Heavy with True Palladium Acrylic Short Shroud	1.00	EA	\$5,399.00	\$3,191.76	\$3,191.76
14	SPL1700H-35-SPLSRDPS	Glute Press - Matte Black - Heavy with True Palladium Acrylic Short Shroud	1.00	EA	\$5,899.00	\$3,486.76	\$3,486.76
15	XFT-900-35	Commercial Functional Trainer - Rotating Column - Matte Black	1.00	EA	\$7,699.00	\$4,542.41	\$4,542.41
16	XFT-900-TRY	True Xft-900 Accessory Tray	1.00	EA	\$499.00	\$294.41	\$294.41
<b>Subtotal</b>							\$57,251.96
<b>Shipping</b>							\$3,025.00
<b>Installation</b>							\$4,695.00
<b>Sales Tax</b>							\$0.00
<b>Order Total</b>							\$64,971.96

## Additional Notes

Tax amount to be applied at time of order entry where applicable.

## Payment Options

### Credit Cards

American Express, Discover, Visa, Mastercard

### Checks

True Fitness  
P.O. Box 419161  
Creve Coeur, MO 63141

### Wire Transfer and ACH

Busey Bank  
12300 Olive Boulevard  
Saint Louis, MO 63141

**Swift Code** BUYEUS44    **Account Number** 0670009821    **ABA Number** 071102568

### Company Name

True Fitness Technology, Inc.

### Reference Number

Account NCA000840, Quote CO-1663910

## Terms and Conditions

This proposal may be Prepaid In Full or Terms of Net 30 may be requested (subject to credit approval). Any order placed in response to this signed proposal shall be deemed an express acceptance of terms and conditions set forth in this document. *\*Custom orders are non-returnable and non-refundable. No refunds after 30 days. Refunds within 30 days subject to restocking fees. No refunds for freight charges. \*Unless otherwise noted, freight terms are prepaid and bill*

Signature

Printed Name

Date

# XFT-900 FUNCTIONAL TRAINER



The premium commercial-quality XFT-900 Functional Trainer provides dozens of upper and lower body exercises, with unique vertical adjustment columns that rotate 360 degrees to allow unrestricted movement in multiple planes.

Vertical adjustment columns rotate 360° to allow unrestricted movement in multiple planes.

## FEATURES

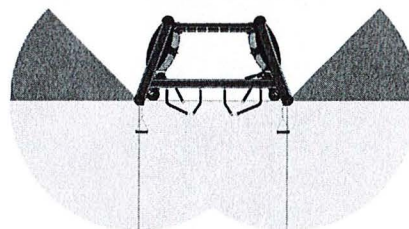
- Dual weight stack design allows users to choose different resistance levels or allows for two simultaneous users
- Pulleys adjust vertically through 65" (165cm) and 25 clearly marked positions.
- Vertical adjustment columns rotate 360 degrees to allow unrestricted movement in multiple planes
- Multi-position chin bar accommodates optional suspension bracket for suspension training
- Fold-down foot platform assists access to chin bar and retracts into frame when not in use
- Integrated storage hooks conveniently store wide range of training accessories
- Left and right side handles for stability during one arm exercises.
- Weight stacks per side: 310 lb (141 kg)
- Resistance profile - 4:1
- Max Resistance at pull points: 77.5 lb (35 kg)
- Resistance increments per side: 3.75 lb (1.7 kg)
- Cable travel: 14' (427 cm) per handle

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
69" x 42" x 92" / 175 cm x 107 cm x 234 cm

**PRODUCT WEIGHT**  
1177 lbs / 535 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame options available.



Unique rotating column design provides an additional 45 degree training space per side or 90 degree total expansion

# FT-900 FUNCTIONAL TRAINER



Provide your members with dozens of upper and lower body exercises with the premium FT-900 Functional Trainer. Constructed with commercial-grade materials and integrated with multiple storage options and features, the FT-900 is ideal solution for your member's functional strength training.

## FEATURES

- Dual weight stack design allows users to choose different resistance levels or allows for two simultaneous users
- Pulleys adjust vertically through 65" (165cm) and 25 clearly marked positions.
- Multi-position chin bar accommodates optional suspension bracket for suspension training
- Fold-down foot platform assists access to chin bar and retracts into frame when not in use
- Integrated storage hooks conveniently store wide range of training accessories
- Left and right side handles for stability during one arm exercises.
- Weight stacks per side: 310 lb (141 kg)
- Resistance profile - 4:1
- Max Resistance at pull points: 77.5 lb (35 kg)
- Resistance increments per side: 3.75 lb (1.7 kg)
- Cable travel: 14' (427 cm) per handle

## SPECIFICATIONS

### DIMENSIONS (L x W x H)

69" x 42" x 92" / 175 cm x 107 cm x 234 cm

### PRODUCT WEIGHT

1177 lbs / 535 kg

### COLOR OPTIONS

Frame comes standard with matte black powder coat finish. Custom frame options available.



# PALLADIUM LEG EXTENSION SPL-0100



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- 8 position seat back adjustable while seated or standing uses premium grade linear bearings and gas cylinder assist for stable, low friction adjustments
- 8 position curved shin pad adjustable from the seated position provides proper support and comfort throughout the entire range of motion
- 10 position start range limiter allows users to choose the range of motion best suited to their individual needs
- Ergonomically designed handles positioned to encourage proper user support and alignment during exercise

## USER AMENITIES

- Height Adjustment Guide
- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
58" x 41" x 58" / 147cm x 104cm x 147cm

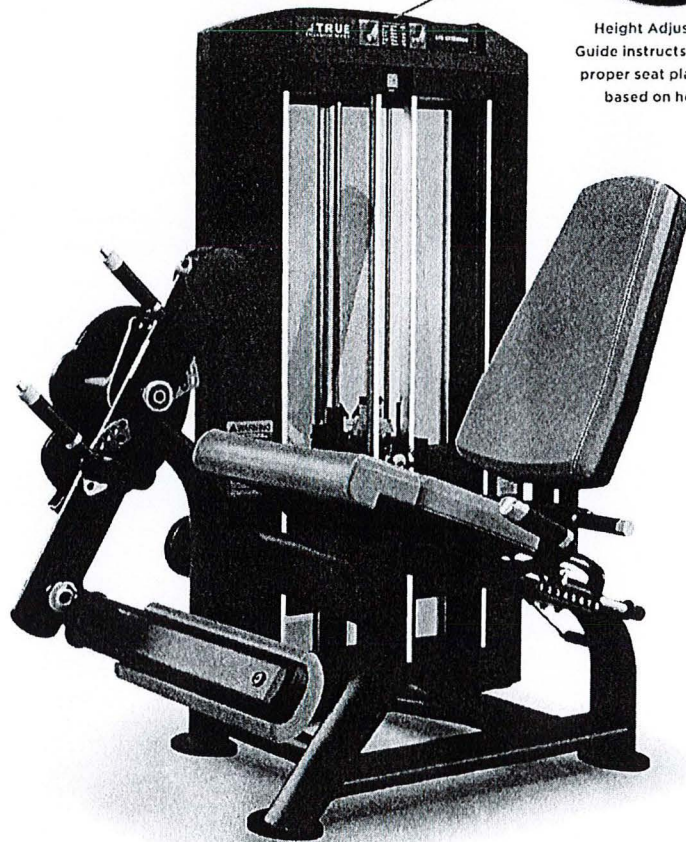
**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg

**PRODUCT WEIGHT**  
Metal Shrouds - 460 lbs / 209 kg  
Acrylic Shrouds - 437 lbs / 199 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.

ADJUSTMENT GUIDE		
HEIGHT	METRIC	SEAT
5'	152cm	1
5' 4"	163cm	2-3
5' 7"	170cm	4-5
5' 10"	178cm	6-7
6' +	183cm +	7-8

Height Adjustment Guide instructs users on proper seat placement based on height





# PALLADIUM SEATED LEG CURL SPL-0200



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- 8 position seat back adjustable while seated or standing uses premium grade linear bearings and gas cylinder assist for stable, low friction adjustments
- 8 position curved ankle pad adjustable from the seated position provides proper support and comfort throughout the entire range of motion
- 8 position curved thigh pad accommodates wide range of users
- 10 position start range limiter allows users to choose the range of motion best suited to their individual needs
- Ergonomically designed handles positioned to encourage proper user support and alignment during exercise

## USER AMENITIES

- Height Adjustment Guide
- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
60" x 48" x 58" / 152cm x 122cm x 147cm

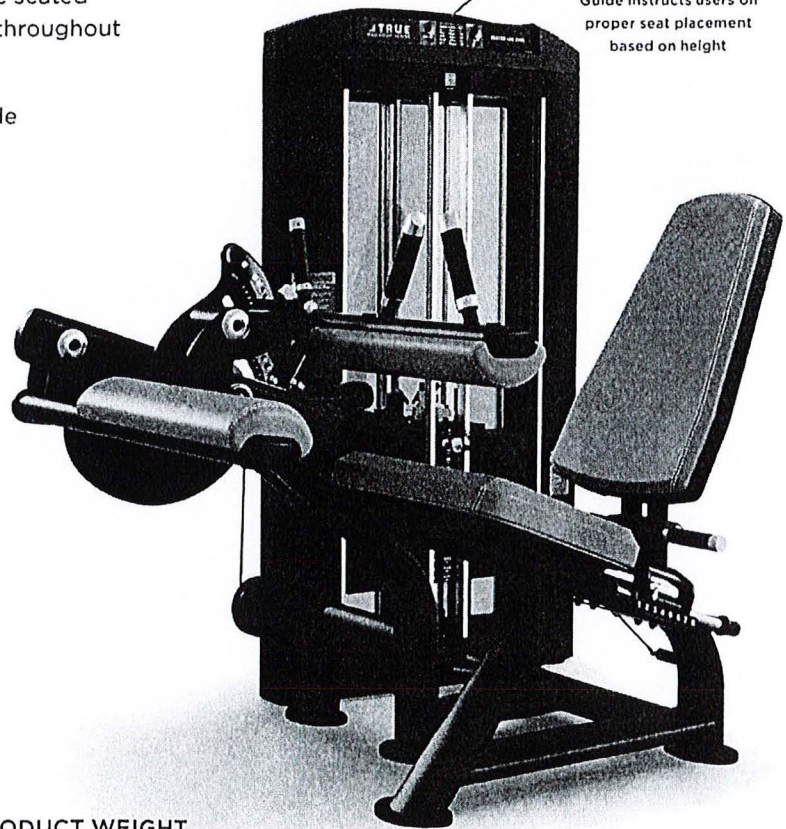
**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg

**PRODUCT WEIGHT**  
Metal Shrouds - 506 lbs / 230 kg  
Acrylic Shrouds - 483 lbs / 220 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.

ADJUSTMENT GUIDE		
HEIGHT	METRIC	SEAT
5'	152cm	1
5' 4"	163cm	2-3
5' 7"	170cm	4-5
5' 10"	178cm	6-7
6' +	183cm +	7-8

Height Adjustment Guide instructs users on proper seat placement based on height



# PALLADIUM LEG PRESS SPL-0300



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- Low profile design allows for easy entry and exit
- 9 position seat assembly travels at 20 degrees and adjusts easily from the seated position
- 5 position back pad with gas cylinder assist adjusts through 20 degrees allowing users to determine range of motion best suited to their individual needs
- 4 position oversized foot plate adjusts through 15 degrees allowing for a variety of foot placements while maintaining neutral ankle position

## USER AMENITIES

- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

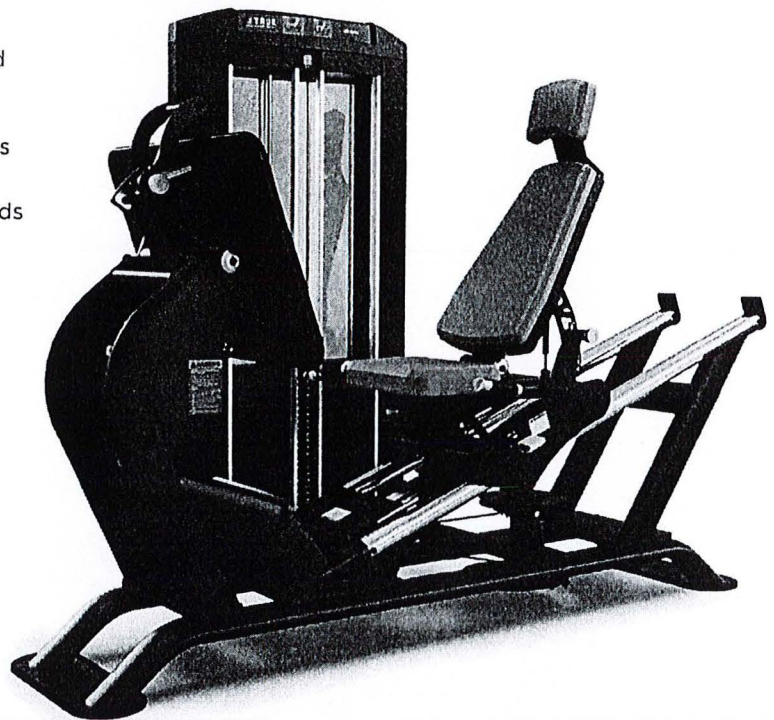
**DIMENSIONS (L x W x H)**  
86" x 46" x 66" / 219cm x 117cm x 168cm

**WEIGHT STACK OPTIONS**  
380 lbs / 173 kg

**RESISTANCE**  
419 lbs / 190 kg

**PRODUCT WEIGHT**  
Metal Shrouds - 913 lbs / 415 kg  
Acrylic Shrouds - 889 lbs / 404 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.



# PALLADIUM INNER/ TRUE<sup>®</sup> OUTER THIGH SPL-0400

A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- Space and cost-efficient dual function machine
- 5 position back adjustable from 105 degrees to 145 degrees for user comfort and exercise variation
- Easily accessible 11 position cam allows users to choose range of motion best suited to their individual needs

## USER AMENITIES

- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
70" x 84" x 58" / 178 x 213 x 147cm

**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg

**PRODUCT WEIGHT**  
Metal Shrouds - 528 lbs / 240 kg  
Acrylic Shrouds - 505 lbs / 229 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.



# PALLADIUM TRICEPS PUSHDOWN SPL-0500



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- 8 position seat adjustable while seated or standing uses premium grade linear bearings and gas cylinder assist for stable, low friction adjustments
- 20 degrees fixed angle contoured back pad provides support and proper alignment during exercise
- Ergonomically designed rotating handles accommodate neutral and pronated grip positions

## USER AMENITIES

- Height Adjustment Guide
- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
52" x 48" x 58" / 132cm x 122cm x 147cm

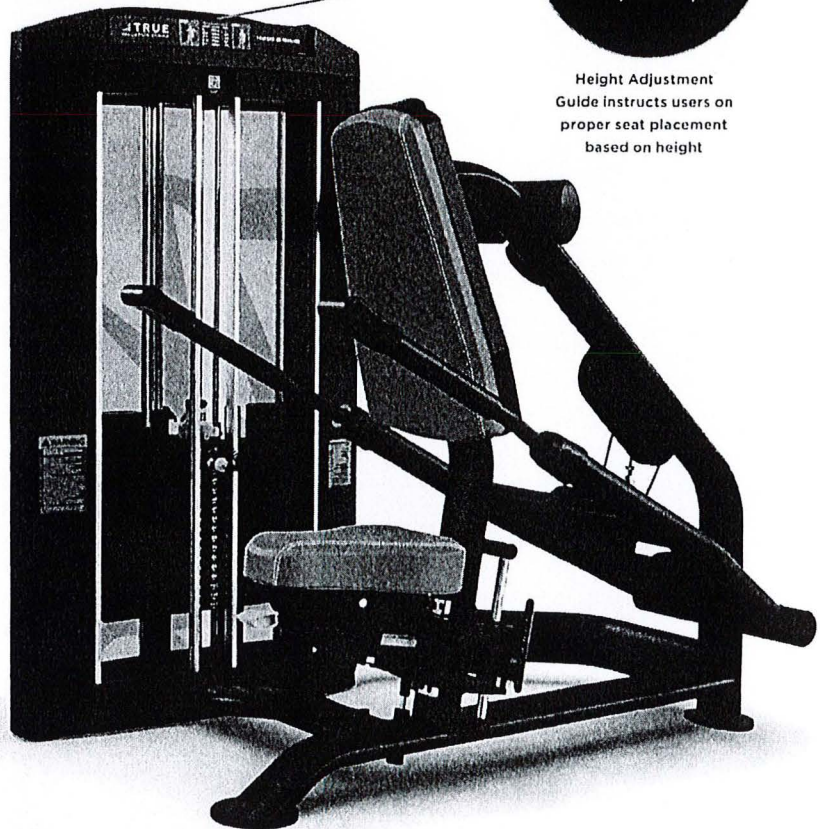
**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg

**PRODUCT WEIGHT**  
Metal Shrouds - 487 lbs / 222 kg  
Acrylic Shrouds - 464 lbs / 211 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options.

ADJUSTMENT GUIDE		
HEIGHT	METRIC	SEAT
5'	152cm	1
5' 4"	163cm	2-3
5' 7"	170cm	4-5
5' 10"	178cm	6-7
6' +	183cm +	7-8

Height Adjustment Guide instructs users on proper seat placement based on height



# PALLADIUM SHOULDER PRESS SPL-0700



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- 8 position seat adjustable while seated or standing uses premium grade linear bearings and gas cylinder assist for stable, low friction adjustments
- Unilateral press arms converge at 20 degrees per side above and forward of the shoulder allowing full range of motion without impingement
- Unique 4 position adjustable seat back allows users to change horizontal handle position with respect to the shoulder
- Dual grip design allows users to choose standard or neutral grip hand position

## USER AMENITIES

- Height Adjustment Guide
- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
59" x 59" x 58" / 150cm x 150cm x 147cm

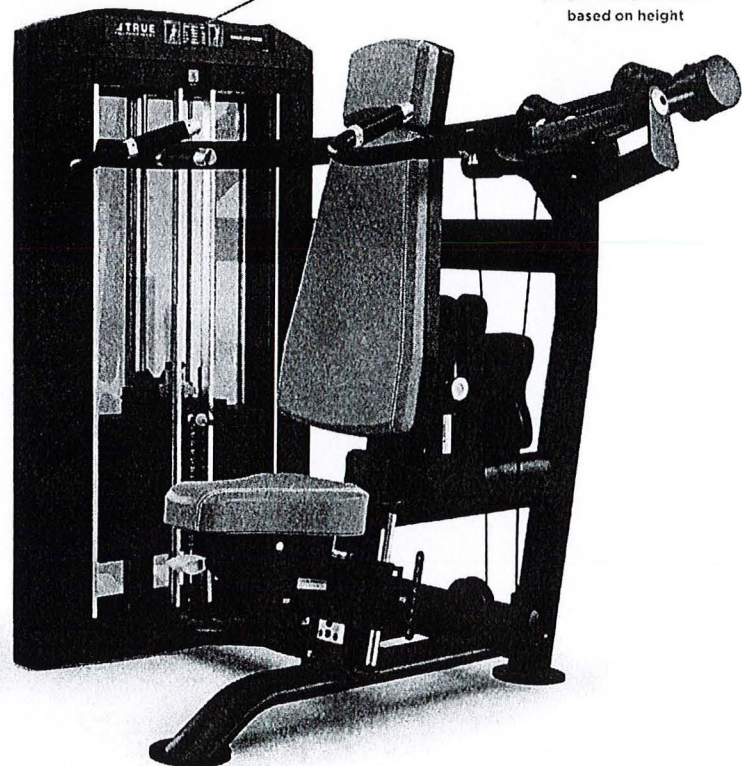
**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg

**PRODUCT WEIGHT**  
Metal Shrouds - 545 lbs / 248 kg  
Acrylic Shrouds - 521 lbs / 237 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.

ADJUSTMENT GUIDE		
HEIGHT	METRIC	SEAT
5'	152cm	1
5' 4"	163cm	2-3
5' 7"	170cm	4-5
5' 10"	178cm	6-7
6' +	183cm +	7-8

Height Adjustment Guide instructs users on proper seat placement based on height



# PALLADIUM CHEST PRESS SPL-0900



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- 8 position seat adjustable while seated or standing uses premium grade linear bearings and gas cylinder assist for stable, low friction adjustments
- Unilateral press arms converge at 25 degrees in front of the user resulting in full articulation of the shoulder complex
- Unique 4 position adjustable seat back allows users to change horizontal handle position with respect to the shoulder
- Overhead pivot design allows handles to travel in slight natural upward arc for maximum muscle recruitment

## USER AMENITIES

- Height Adjustment Guide
- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
42" x 56" x 74" / 107cm x 142cm x 188cm

**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg

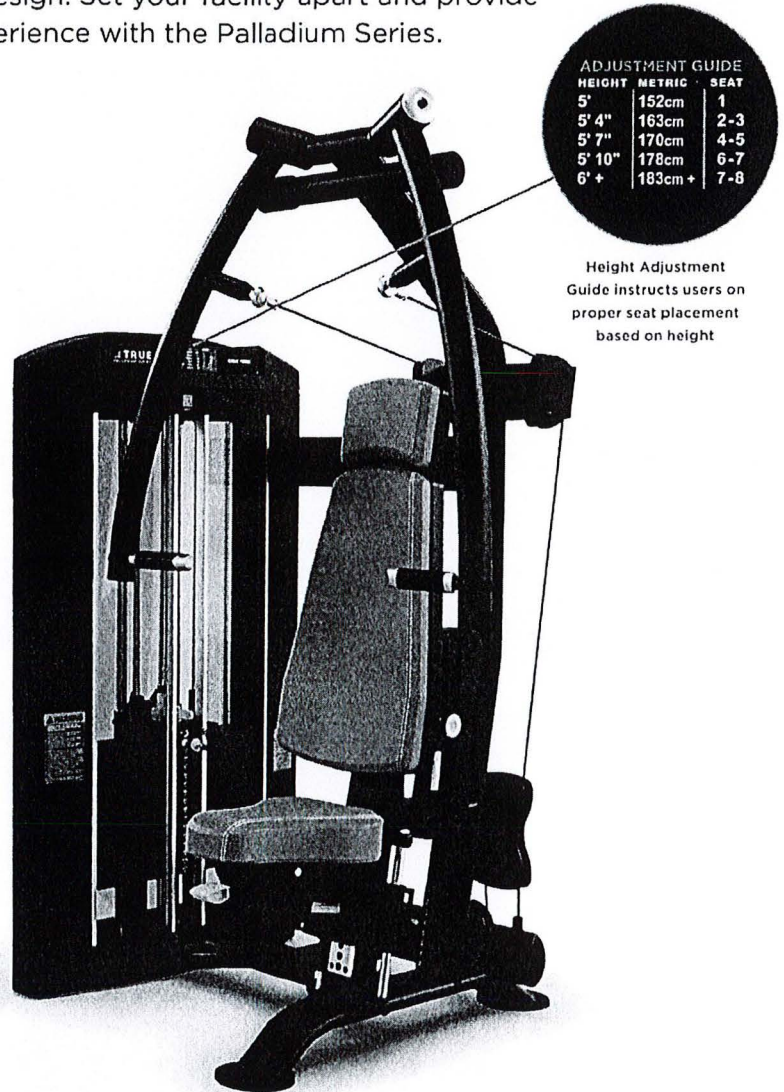
**PRODUCT WEIGHT**  
Metal Shrouds - 481 lbs / 219 kg  
Acrylic Shrouds - 458 lbs / 208 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.

### ADJUSTMENT GUIDE

HEIGHT	METRIC	SEAT
5'	152cm	1
5' 4"	163cm	2-3
5' 7"	170cm	4-5
5' 10"	178cm	6-7
6' +	183cm +	7-8

Height Adjustment Guide instructs users on proper seat placement based on height



# PALLADIUM PEC FLY / REAR DELT SPL-1000



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- 8 position seat adjustable while seated or standing uses premium grade linear bearings and gas cylinder assist for stable, low friction adjustments
- 8 position dual cams include 4 positions for Rear Deltoid and 4 positions for Pec Fly
- Dual grip handles are ergonomically designed to accommodate both exercises
- Weight stack offset from main frame to allow easy access to selector pin

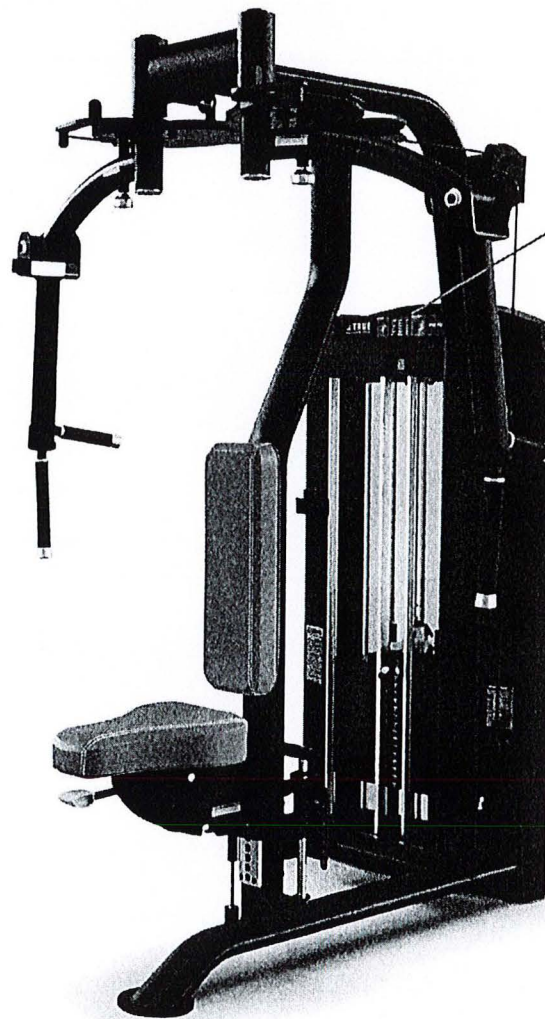
## USER AMENITIES

- Height Adjustment Guide
- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
66" x 58" x 74" / 168cm x 147cm x 188cm

**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg



ADJUSTMENT GUIDE		
HEIGHT	METRIC	SEAT
5'	152cm	1
5' 4"	163cm	2-3
5' 7"	170cm	4-5
5' 10"	178cm	6-7
6' +	183cm +	7-8

Height Adjustment Guide instructs users on proper seat placement based on height

**PRODUCT WEIGHT**  
Metal Shrouds - 487 lbs / 222 kg  
Acrylic Shrouds - 464 lbs / 211 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.

# PALLADIUM LAT PULLDOWN SPL-1100



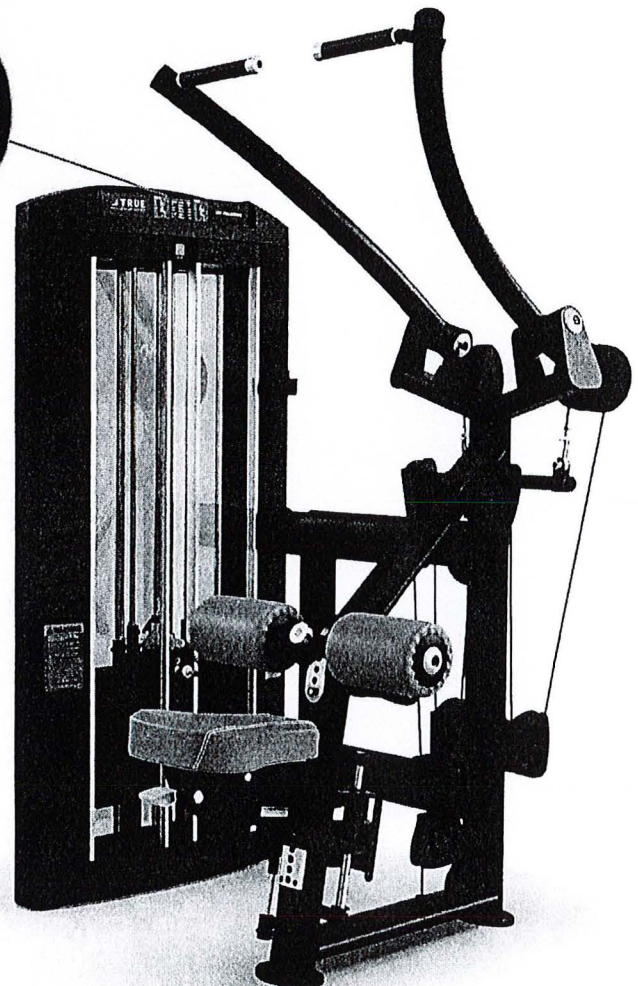
A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- 8 position seat adjustable while seated or standing uses premium grade linear bearings and gas cylinder assist for stable, low friction adjustments
- Unilateral arms diverge at 17.5 degrees per side resulting in full articulation of the shoulder complex
- 6 position adjustable thigh pads accommodate wide range of users  
Dual grip design allows users to choose standard or neutral grip hand position

ADJUSTMENT GUIDE		
HEIGHT	METRIC	SEAT
5'	152cm	1
5' 4"	163cm	2-3
5' 7"	170cm	4-5
5' 10"	178cm	6-7
6' +	183cm +	7-8

Height Adjustment Guide instructs users on proper seat placement based on height



## USER AMENITIES

- Height Adjustment Guide
- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
50" x 60" x 72" / 127cm x 152cm x 183cm

**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg

**PRODUCT WEIGHT**  
Metal Shrouds - 519 lbs / 236 kg  
Acrylic Shrouds - 495 lbs / 225 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.



# PALLADIUM SEATED ROW SPL-1200



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- 8 position seat adjustable while seated or standing uses premium grade linear bearings and gas cylinder assist for stable, low friction adjustments
- Unilateral arms diverge at 11 degrees resulting in full articulation of the shoulder complex
- Unique rotating grips allow supination and pronation throughout the movement while keeping the wrist neutral in radial and ulnar deviation
- Trailing link handle assemblies allow user defined path of motion
- 9 position chest pad accommodates wide range of users

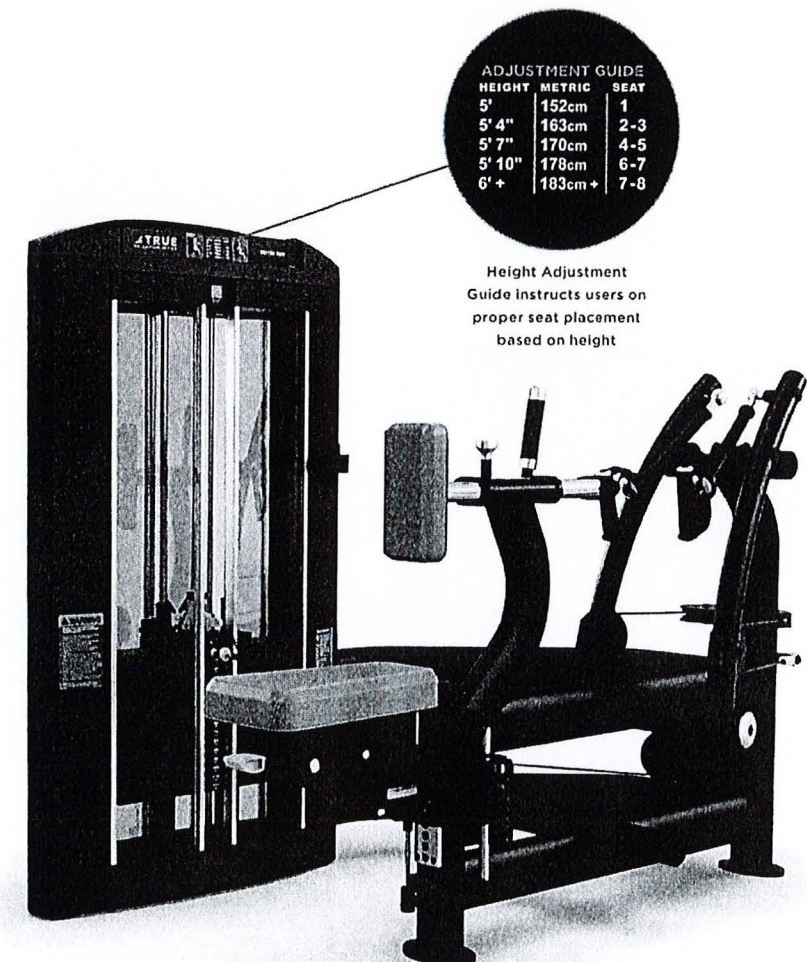
## USER AMENITIES

- Height Adjustment Guide
- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
65" x 46" x 58" / 165cm x 117cm x 147cm

**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg



ADJUSTMENT GUIDE		
HEIGHT	METRIC	SEAT
5'	152cm	1
5' 4"	163cm	2-3
5' 7"	170cm	4-5
5' 10"	178cm	6-7
6' +	183cm +	7-8

Height Adjustment Guide instructs users on proper seat placement based on height

**PRODUCT WEIGHT**  
Metal Shrouds - 481 lbs / 219 kg  
Acrylic Shrouds - 458 lbs / 208 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.

# PALLADIUM LOW BACK EXTENSION SPL-1300



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- 3 position adjustable foot platform accommodates wide range of users
- 5 position start range limiter accessible from seated position
- Curved lumbar pad angled 55 degrees provides support and encourages optimal range of motion without over extension
- Ergonomically designed handles for support and proper alignment during exercise

## USER AMENITIES

- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg



## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
54" x 39" x 58" / 137cm x 99cm x 147cm

**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg


**PRODUCT WEIGHT**  
Metal Shrouds - 462 lbs / 210 kg  
Acrylic Shrouds - 439 lbs / 200 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.

# PALLADIUM

# ABDOMINAL CRUNCH

# SPL-1400



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- Dual pivot design provides simultaneous ab crunch and knee raise movements to target upper and lower abs
- Low profile design allows for easy entry and exit
- 5 position shin pad adjustment accommodates wide range of users

## USER AMENITIES

- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
48" x 61" x 62" / 122 x 155 x 158cm

**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg

**PRODUCT WEIGHT**  
Metal Shrouds - 612 lbs / 278 kg  
Acrylic Shrouds - 589 lbs / 268 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.



# PALLADIUM ROTARY CALF SPL-1600



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- 10 position seat back adjustable while seated or standing uses premium grade linear bearings and gas cylinder assist for stable, low friction adjustments
- Seated position displaces force over hips versus shoulders and reduces spinal compression
- Oversized foot platform curved for comfort and exercise variation
- Ergonomically designed handles provide support and encourage proper alignment during exercise and encourage proper alignment during exercise

## USER AMENITIES

- Height Adjustment Guide
- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
82" x 46" x 58" / 208 x 117 x 147cm

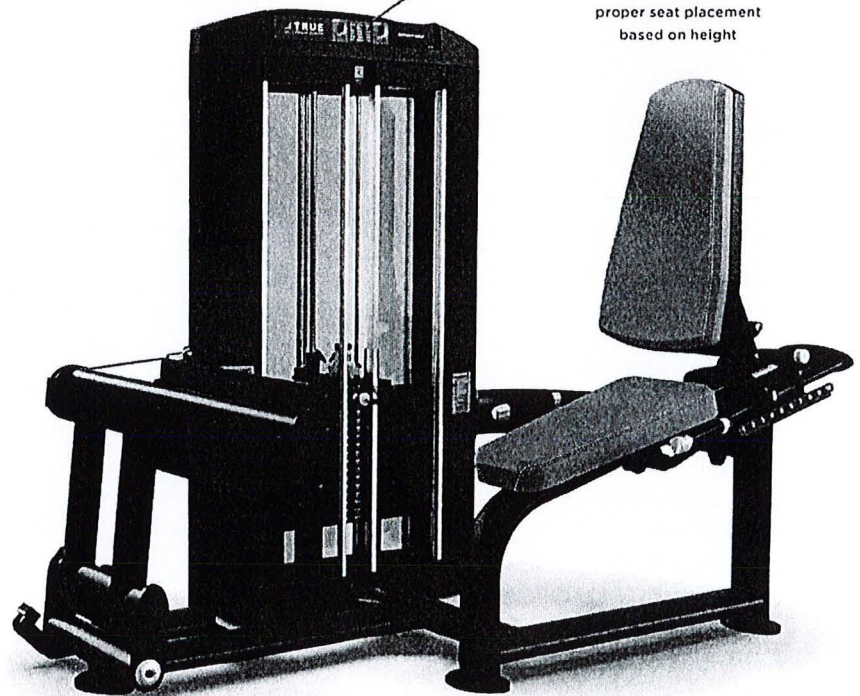
**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg

**PRODUCT WEIGHT**  
Metal Shrouds - 540 lbs / 246 kg  
Acrylic Shrouds - 517 lbs / 235 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.

ADJUSTMENT GUIDE		
HEIGHT	METRIC	SEAT
5'	152cm	1
5' 4"	163cm	2-3
5' 7"	170cm	4-5
5' 10"	178cm	6-7
6' +	183cm +	7-8

Height Adjustment Guide instructs users on proper seat placement based on height



# PALLADIUM HORIZONTAL LEG CURL SPL-1800



A vision to the future, premium craftsmanship meets advanced biomechanics in TRUE's Palladium Series. Advanced functionality, comfortable touchpoints, and precise ergonomics are all packaged in a modern design. Set your facility apart and provide users with an intuitive strength-training experience with the Palladium Series.

## FEATURES

- 6 position torso pad with gas cylinder assist accommodates wide range of users
- 10 position start range limiter allows users to choose range of motion best suited to their individual needs
- 15° chest pad and 30° thigh pad reduces low back stress
- Elbow pads with ergonomically designed handles provide support and encourage proper alignment during exercise

## USER AMENITIES

- Easy access phone cradle and accessory storage tray with cup holder
- Integrated adder weight system reduces increments to 5 lbs / 2.3 kg

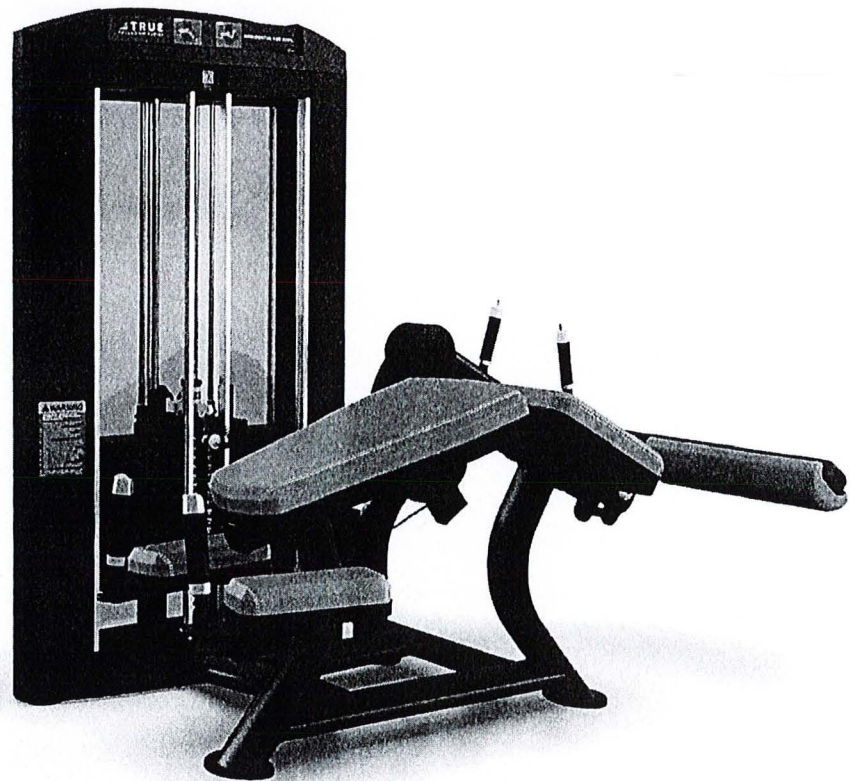
## SPECIFICATIONS

**DIMENSIONS (L x W x H)**  
65" x 41" x 58" / 165 x 104 x 147cm

**WEIGHT STACK OPTIONS**  
200 lbs / 91 kg  
260 lbs / 118 kg  
320 lbs / 145 kg

**PRODUCT WEIGHT**  
Metal Shrouds - 438 lbs / 199 kg  
Acrylic Shrouds - 415 lbs / 188 kg

**COLOR OPTIONS**  
Frame comes standard with matte black powder coat finish. Custom frame and upholstery options available.



**Keron Poteat**

---

**From:** Ralph Ruggiero <rruggiero@truefitness.com>  
**Sent:** Thursday, June 13, 2024 12:10 PM  
**To:** Keron Poteat  
**Subject:** RE: True Palladium Circuit 2 D layout

Keron,

I wanted to check back and see where you are at with the equipment approval. I will be on vacation next week, but will be checking now and then 😊.

**Regards,**

**Ralph**  
**770.329.2171**

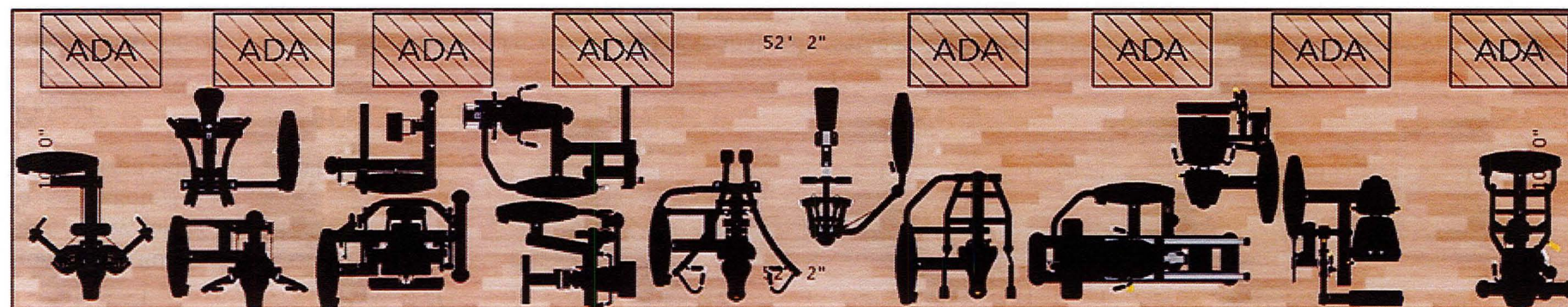
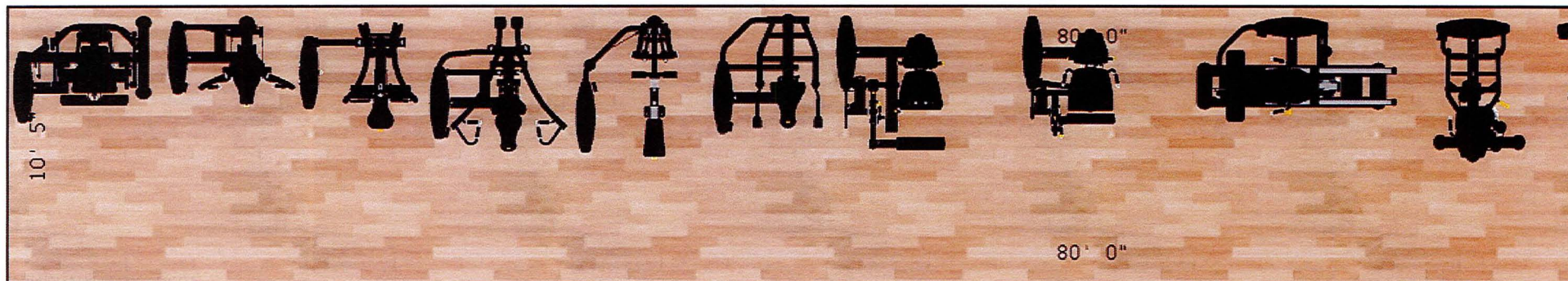
[TRUEFITNESS.COM](http://TRUEFITNESS.COM)

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**From:** Ralph Ruggiero  
**Sent:** Friday, June 7, 2024 12:04 PM  
**To:** Keron.Poteat@watgov.org  
**Subject:** True Palladium Circuit 2 D layout

Hi Keron,

Take a look at the layouts below. You could do a row of 14 machines that is 80 feet long if they are all side by side. Or you could do a row of 52' 2" if you do a few of the machines back-to-back that are short. See below. It may be best to do 7 machines in the area where the cardio is now right of the track and then the other 7 machines on the walkway in the middle of the track. The layouts below give you an idea of how much space will be needed. Let me know what you think will work best.



Regards,

Ralph  
770.329.2171

[TRUEFITNESS.COM](http://TRUEFITNESS.COM)

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**AGENDA ITEM 14:**

**EMERGENCY SERVICES VEHICLE PURCHASE**

**MANAGER'S COMMENTS:**

Mr. Will Holt, Emergency Services Director, will request the Board approve the purchase of one (1) new Ford F150 4X4 pickup truck in the amount of \$68,543.33 including upfit. Adequate funds are available in the Fiscal Year 2024-25 budget.

Board approval is required to purchase (1) new Ford F150 4X4 pickup truck in the amount of \$68,543.33 from Parks Ford.



# Watauga County Emergency Services

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



***Fire Marshal ♦ Emergency Management ♦ Communications***

July 11<sup>th</sup>, 2024

**To:** Board of Commissioners

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

**Subject:** Replacement Vehicle

Board of Commissioners,

Please consider the approval of the replacement Fire Marshal’s vehicle with a 2024 F-150. The cost of the vehicle is \$68,543.33 (vehicle plus upfit) as noted in the two quotes attached. Funds have been budgeted for this purpose.

Respectfully,

Will Holt  
ES Director

Prepared for: , Watauga County

---

2024 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)

Price Level: 415

---

**Client Proposal**

Prepared by:

Jeff Williams

Office: 182-869-34281

Email: [jeffwilliams@parksautogroup.com](mailto:jeffwilliams@parksautogroup.com)

Quote ID: 0410202407

Date: 04/10/2024



**Prepared for:**

Watauga County

Prepared by: Jeff Williams

04/10/2024

071624 BCC Meeting



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

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**2024 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)**

Price Level: 415 | Quote ID: 0410202407

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**, Watauga County**

Re: Quote ID 0410202407 04/10/2024

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To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 22-08-0913RR. Specification # 196

Sincerely,

**Jeff Williams**

Fleet Manager

182-869-34281

jeffwilliams@parksautogroup.com

**Prepared for:**

Watauga County  
Prepared by: Jeff Williams  
04/10/2024

Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

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**2024 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)**

Price Level: 415 | Quote ID: 0410202407

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## Table of Contents

Description	Page
Cover Page .....	1
Cover Letter .....	2
Table of Contents .....	3
As Configured Vehicle .....	4
Pricing Summary - Single Vehicle .....	7

**Prepared for:**

Watauga County

Prepared by: Jeff Williams

04/10/2024



**2024 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)**

Price Level: 415 | Quote ID: 0410202407

**As Configured Vehicle**

Code	Description
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**Base Vehicle**

X3L	Base Vehicle Price (X3L)
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**Packages**

301A	<p><b>Equipment Group 301A Standard</b></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- Transmission: Electronic 10-Speed Automatic</li> <li>- Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</li> <li>- Tires: 275/65R18 BSW A/T</li> <li>- Wheels: 18" Chrome-Like PVD</li> <li>- Cloth 40/20/40 Front Seat</li> <li>- Includes 8-way power driver seat, power driver/manual passenger lumbar, armrest with storage and locking storage under 20% seat.</li> <li>- Radio: AM/FM SiriusXM w/360L</li> <li>- Includes 6 speakers and auxiliary audio input jack.</li> <li>- SYNC 4 w/Enhanced Voice Recognition</li> <li>- Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&amp;T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.</li> </ul>
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**Powertrain**

995	<p><b>Engine: 5.0L V8</b></p> <p><i>Includes auto start-stop technology.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- GVWR: 7,050 lbs Payload Package</li> </ul>
44G	<p><b>Transmission: Electronic 10-Speed Automatic</b></p> <p><i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i></p>
XL6	<p><b>Electronic Locking w/3.73 Axle Ratio</b></p>
NONGV	<p><b>GVWR: 7,050 lbs Payload Package</b></p>

**Wheels & Tires**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Watauga County

Prepared by: Jeff Williams

04/10/2024



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

**2024 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)**

Price Level: 415 | Quote ID: 0410202407

**As Configured Vehicle (cont'd)**

Code	Description
STDTR	Tires: 275/65R18 BSW A/T
STDWL	Wheels: 18" Chrome-Like PVD

**Seats & Seat Trim**

M	<p><b>Cloth 40/20/40 Front Seat</b></p> <p><i>Includes 8-way power driver seat, power driver/manual passenger lumbar, armrest with storage and locking storage under 20% seat.</i></p>
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**Other Options**

145WB	<b>145" Wheelbase</b>
PAINT	<b>Monotone Paint Application</b>
STDRD	<p><b>Radio: AM/FM SiriusXM w/360L</b></p> <p><i>Includes 6 speakers and auxiliary audio input jack.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- SYNC 4 w/Enhanced Voice Recognition</li> <li>- Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&amp;T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.</li> </ul>
53T	<p><b>Tow/Haul Package</b></p> <p><i>Includes upgraded rear bumper.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- Integrated Trailer Brake Controller</li> <li>- Electronic Locking w/3.73 Axle Ratio</li> </ul>
55A	<p><b>FX4 Off-Road Package</b></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- Tray Style Floor Liner</li> <li>- 4x4 FX4 Off-Road Bodyside Decal</li> <li>- Hill Descent Control</li> <li>- Off-Road Tuned Front Shock Absorbers</li> <li>- Monotube Rear Shocks</li> <li>- Rock Crawl Mode</li> <li>- Skid Plates</li> </ul> <p><i>Includes fuel tank, transfer case and front differential.</i></p>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Watauga County

Prepared by: Jeff Williams

04/10/2024



**2024 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)**

Price Level: 415 | Quote ID: 0410202407

**As Configured Vehicle (cont'd)**

Code	Description
67T	Integrated Trailer Brake Controller
<b>Fleet Options</b>	
16G	Black Vinyl Flooring Requires valid FIN code.
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
E4_02	Vermillion Red Requires valid FIN code.
<b>Emissions</b>	
425	50 State Emissions System
<b>Interior Color</b>	
MS_01	Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat



**Prepared for:**

Watauga County

Prepared by: Jeff Williams

04/10/2024

071624 BCC Meeting



Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2024 F-150 4x4 SuperCab 6.5' box 145" WB XLT (X3L)

Price Level: 415 | Quote ID: 0410202407

## Pricing Summary - Single Vehicle

			<b>MSRP</b>
<i>Vehicle Pricing</i>			\$57,325.00
<b>Subtotal</b>			<b>\$57,325.00</b>
<i>Pre-Tax Adjustments</i>			
<b>Code</b>	<b>Description</b>		
Discount	Dealer Discount	-\$2,966.67	
Ford Gvmnt GPC	Government GPC	-\$2,800.00	
<b>Total</b>			<b>\$51,558.33</b>

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**February 3, 2024**

Watauga Fire Marshall  
184 Hodges Gap Road  
Boone, NC 28607

Dear Shane,

Below please find the quote you requested;

Console: Havis	
PKG-DS-GTC-1208 - computer mount	<\$600.00>
C-VSW-3000-F150-3 - bottom	
C-VS-1100-F150-3 - top	
Lights/Siren: Whelen -----	
Lightbar: JE2NFPA 1(1)	<\$1600.00>
Grille: TLIR - (2)	"
Intersection: TLIR - need (4)	"
Rear Warning: TLIR -need (4)	
Rear Traffic Advisor: - (1)	
Rear brackets - (1)	<\$600.00>
Sirens: 295SLSA6 0 (1)___---	<\$350.00>
Sirens: SA315P - (1)----	<\$150.00>
Siren bracket: SAK73 -(1)----	
Camper Shell – ARE 4X4:	
Paint red- Per Shane	
Bed slide:	<\$1565.00>
Watauga Graphics – Includes Install	
Total - \$ 22,500.00	
Less - <\$5,515.00>	

Grand Total – \$ 16,985.00

Sincerely

Eric C. Vogl SR  
470 955 5270



✉ contact@joineta.com  
☎ (828) 355-9755

**AGENDA ITEM 15:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. DSS Vehicle Purchase Request*****MANAGER'S COMMENTS:**

The Social Services Department is requesting to purchase two new 2024 Subaru Impreza's through Jim Armstrong Subaru in Hickory, which was the lowest bidder. The purchase price is \$24,793.98 each and includes tax and tag fees. Per the Director, the price is state contract price and the lowest price available.

Board approval is required to award the bid to Jim Armstrong Subaru for two new 2024 Subaru Impreza's totaling \$49,587.96.

# BUYERS ORDER

SELLER/DEALER

## Jim Armstrong Subaru, Inc.

2321 Highway 70 Southwest

Hickory NC 28602

Phone: 828-322-9372 Fax: 828-322-4315

It's What Makes a Subaru a Subaru

www.jimarmstrongsubaru.com

### PURCHASER(S) NAME & ADDRESS

WATAUGA COUNTY

814 W KING ST

Boone, NC 28607 Watauga

tomhughes@watgov.org

Home Phone

Work Phone

Cell Phone

828-265-8139

New/Used

Year

Make

Model

NEW

2024

SUBARU

IMPREZA

VIN

Trim Level

JF1GUABC5R8383230

Base 5-Door

Car/Truck

Color

Mileage

Body Style

CAR

MAG GRAY METALLIC

81

WAGON 4-DR

### Dealership Personnel

Salesperson #1

MICHAEL HOUSER

Salesperson #2

Business Mgr.

MIKE HOUSER

### Lien Holder Information

Ins. Co.

Policy #

Exp. Date

Agent

Phone #

Purchaser(s) hereby acknowledges the receipt of a copy of this Buyers Order and has had a chance to read and review all pages prior to signing and agrees to the terms and conditions. Purchaser(s) certifies that he/she is of legal age to conduct business. This agreement and related documents that the Purchaser(s) sign is/are the complete agreement(s) including any retail installment contract and/or arbitration agreement between Seller/Dealer and Purchaser. Any prior oral agreements related to the sale of the vehicle, if not expressly stated herein, are not binding.

*[Signature]* 07/03/2024  
(Seller) (Date)

07/03/2024  
(Purchaser) (Date)

(Co-Purchaser) (Date)

### NO LIABILITY INSURANCE INCLUDED

### Used Vehicle(s) Traded

Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #
Allowance	n.a.	Payoff	n.a.	Payoff To		

Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #
Allowance	n.a.	Payoff	n.a.	Payoff To		

ORDER #

DATE

STOCK #

July 03, 2024

DT2588

Description

Amount

Selling Price

22,901.00

### Fees and Taxes

Taxes -

n.a.

Taxes -

n.a.

Taxes -

n.a.

License Fees

n.a.

Title Fees

n.a.

Registration Fees

n.a.

GAP

n.a.

VSI

n.a.

ADMIN FEE

699.00

Total Fees and Taxes

699.00

Total Cash Price

23,600.00

### Other Charges

Service Contract/Extended Warranty

n.a.

n.a. Months

n.a. Miles

Total Other Charges

n.a.

Total Price

23,600.00

### Settlement

Deposit Amount

n.a.

Cash On Delivery

n.a.

Rebate(s)

n.a.

Note Due

n.a.

Deferred Down Payment(s)

n.a.

Total Trade Allowance

n.a.

Total Trade Payoff

n.a.

Net Trade Amount

n.a.

Total Cash Down

n.a.

Total Balance Due

23,600.00

# BUYERS ORDER

SELLER/DEALER

## Jim Armstrong Subaru, Inc.

2321 Highway 70 Southwest

Hickory NC 28602

Phone: 828-322-9372 Fax: 828-322-4315

It's What Makes a Subaru a Subaru

www.jimarmstrongsubaru.com

### PURCHASER(S) NAME & ADDRESS

WATAUGA COUNTY

814 W KING ST

Boone, NC 28607 Watauga

Home Phone

Work Phone

Cell Phone

828-265-8139

New/Used

Year

Make

Model

NEW

2024

SUBARU

IMPREZA

VIN

Trim Level

JF1GUABC1R8381801

Base 5-Door

Car/Truck

Color

Mileage

Body Style

CAR

ICE SILVER

210

WAGON 4-DR

### Dealership Personnel

Salesperson #1

MICHAEL HOUSER

Salesperson #2

Business Mgr. MIKE HOUSER

### Lien Holder Information

Ins. Co.

Policy #

Exp. Date

Agent

Phone #

Purchaser(s) hereby acknowledges the receipt of a copy of this Buyers Order and has had a chance to read and review all pages prior to signing and agrees to the terms and conditions. Purchaser(s) certifies that he/she is of legal age to conduct business. This agreement and related documents that the Purchaser(s) sign is/are the complete agreement(s) including any retail installment contract and/or arbitration agreement between Seller/Dealer and Purchaser. Any prior oral agreements related to the sale of the vehicle, if not expressly stated herein, are not binding.

07/03/2024

(Seller)

(Date)

07/03/2024

(Purchaser)

(Date)

(Co-Purchaser)

(Date)

**NO LIABILITY INSURANCE INCLUDED**

### Used Vehicle(s) Traded

Year

Make

Model

Color

Mileage

Vehicle Identification Number

Stock #

Allowance

n.a.

Payoff

n.a.

Payoff To

Year

Make

Model

Color

Mileage

Vehicle Identification Number

Stock #

Allowance

n.a.

Payoff

n.a.

Payoff To

ORDER #

DATE

STOCK #

July 03, 2024

DT2591

Description

Amount

Selling Price

22,901.00

### Fees and Taxes

Taxes --

n.a.

Taxes --

n.a.

Taxes --

n.a.

License Fees

n.a.

Title Fees

n.a.

Registration Fees

n.a.

GAP

n.a.

VSI

n.a.

ADMIN FEE

699.00

Total Fees and Taxes

699.00

Total Cash Price

23,600.00

### Other Charges

Service Contract/Extended Warranty

n.a.

n.a. Months

n.a. Miles

Total Other Charges

n.a.

Total Price

23,600.00

### Settlement

Deposit Amount

n.a.

Cash On Delivery

n.a.

Rebate(s)

n.a.

Note Due

n.a.

Deferred Down Payment(s)

n.a.

Total Trade Allowance

n.a.

Total Trade Payoff

n.a.

Net Trade Amount

n.a.

Total Cash Down

n.a.

Total Balance Due

23,600.00

# IMPREZA

VIN JF1GUABC5R8383230  
 Model/Code 2024 SUBARU IMPREZA/RLA  
 Port/Assembly BRUNSWICK  
 Deliver by/Carrier TRUCK / 448

gray



### GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★★★★★  
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

<b>Frontal Crash</b>	Driver	★★★★★
	Passenger	★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

<b>Side Crash</b>	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

**Rollover** ★★★★★  
 Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.  
 Source: National Highway Traffic Safety Administration (NHTSA)  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

**CR** Consumer Reports RECOMMENDED

**Subaru Added Security\***  
 The Only Extended Service Agreement Backed By Subaru™

- Protection designed to fit your driving needs, up to 10 years/100,000 miles of coverage
- We only use Genuine Subaru replacement parts
- We use Subaru-trained technicians - those who know your vehicle best
- Towing and rental car reimbursements during covered repairs
- Transferable coverage to the next owner

Scan the QR code or ask your sales representative for more details

### EPA DOT Fuel Economy and Environment

**Fuel Economy**  
**30** MPG  
 27 city 34 highway  
 3.3 gallons per 100 miles

Small Wagons range from 16 to 103 MPG. The best vehicle rates 140 MPGe.

**You save \$750** in fuel costs over 5 years compared to the average new vehicle.

Gasoline Vehicle

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only) **6**

**Smog Rating** (tailpipe only) **7**

This vehicle emits 297 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).

**Annual fuel cost**  
**\$1,800**

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPGe is miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fuelconomy.gov**  
 Calculate personalized estimates and compare vehicles

**Smartphone QR Code**

### PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE: U.S./CANADIAN PARTS CONTENT: 5% MAJOR SOURCES OF FOREIGN PARTS CONTENT: JAPAN: 80%

FOR THIS VEHICLE: FINAL ASSEMBLY POINT: OTA, GUNMA, JAPAN COUNTRY OF ORIGIN: ENGINE: JAPAN TRANSMISSION: JAPAN

Note: Parts content does not include final assembly, distribution, or other non-parts costs.

### STANDARD EQUIPMENT

**SAFETY**  
 EyeSight Driver-Assist System  
 Advanced Adaptive Cruise Control w/ Lane Centering Assist  
 Driver's Side Knee Airbag  
 Subaru Advanced Frontal Airbag System  
 Side Curtain Airbags w/ Roll Over Sensor  
 Front Seat Side (Pelvis/Torso) Airbags  
 Front Passenger Seat Cushion Airbag  
 Collision Detection Power Door Unlock Function  
 Engine Immobilizer  
 Vehicle Dynamics Control (VDC)  
 4-Wheel Disc Brakes  
 Brake Assist  
 Brake Override System  
 Rear Seat Reminder  
 Tire Puncture Repair Kit

### PERFORMANCE & EXTERIOR

2.0L DOHC SUBARU BOXER Engine w/ Auto Start Stop  
 Lineartronic CVT w/ Low Shift Mode  
 16" Steel Wheels w/ Full Wheel Covers  
 205/55 16 91V All Season Tires  
 Anti-Lock Braking System (ABS)  
 LED Steering Responsive Headlights (SRH)  
 Automatic On/Off Headlights  
 Automatic High Beam  
 Fixed Crossbar Mounting Points

### COMFORT, CONVENIENCE & INTERIOR

SUBARU STARLINK Dual 7" Multimedia System  
 SiriusXM Satellite Radio w/4 month trial  
 Illuminated USB A Port  
 Dual Zone Automatic Climate Control System w/ Dynamic Ventilation & Air Filtration  
 4.2" Color LCD Instrument Panel Display  
 Electronic Parking Brake  
 12V Power Outlet  
 Cargo Area Light  
 Cargo Area Tie Down Hooks  
 Cargo Area Grocery Bag Hooks  
 Dual Center Console Cup Holders  
 Front & Rear Door Bottle Holders  
 Welcome Lighting

### LIMITED WARRANTY/ROADSIDE ASSISTANCE

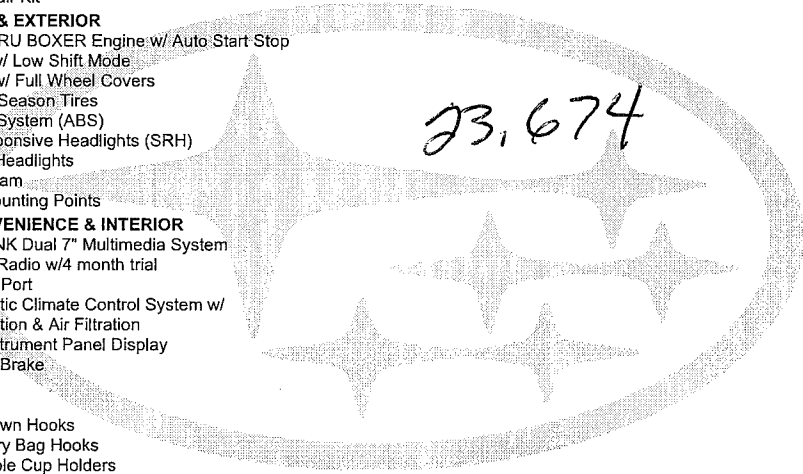
3 Years / 36,000 Miles Basic  
 5 Years / 60,000 Miles Powertrain  
 5 Years / Unlimited Mileage Rust Perforation  
 3 Years / 36,000 24/7 Roadside Assistance  
 See Owner Info Kit & Warranty For Details

### OPTIONAL EQUIPMENT AND OTHER ITEMS

Manufacturer's Suggested Retail Price \$22,995.00

Exterior Color: Magnetite Gray Metallic  
 Full Tank of Gas **INCLD**

**Standard Option: 01**  
 Cargo Cover \$227.00  
 All-Weather Floor Liners \$132.00



**Privacy Notice**  
[www.subaru.com/company/privacy.html](http://www.subaru.com/company/privacy.html)

**Destination and Delivery** \$1,120.00  
**Total Suggested Retail Price** \$24,474.00

THIS LABEL HAS BEEN APPLIED PURSUANT TO FEDERAL LAW, DO NOT REMOVE OR ALTER PRIOR TO THE DELIVERY TO THE ULTIMATE PURCHASER.

# IMPREZA®

VIN: JF1GUABC1R8381801  
 Model/Code: 2024 SUBARU IMPREZA/RLA  
 Port/Assembly: BALTIMORE  
 Deliver by/Carrier: TRUCK / 457

silver



### GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★★★★★  
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

<b>Frontal Crash</b>	Driver	★★★★★
	Passenger	★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

<b>Side Crash</b>	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

<b>Rollover</b>		★★★★★
-----------------	--	-------

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.  
 Source: National Highway Traffic Safety Administration (NHTSA)  
[www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

**CR** Consumer Reports RECOMMENDED

**Subaru Added Security\***  
 The Only Extended Service Agreement Backed By Subaru\*\*

- Protection designed to fit your driving needs, up to 10 years/100,000 miles of coverage
- We only use Genuine Subaru replacement parts
- We use Subaru-trained technicians - those who know your vehicle best
- Towing and rental car reimbursements during covered repairs
- Transferable coverage to the next owner

Scan the QR code or ask your sales representative for more details

### STANDARD EQUIPMENT

**SAFETY**  
 EyeSight Driver-Assist System  
 Advanced Adaptive Cruise Control w/ Lane Centering Assist  
 Driver's Side Knee Airbag  
 Subaru Advanced Frontal Airbag System  
 Side Curtain Airbags w/ Roll Over Sensor  
 Front Seat Side (Pelvis/Torso) Airbags  
 Front Passenger Seat Cushion Airbag  
 Collision Detection Power Door Unlock Function  
 Engine Immobilizer  
 Vehicle Dynamics Control (VDC)  
 4-Wheel Disc Brakes  
 Brake Assist  
 Brake Override System  
 Rear Seat Reminder  
 Tire Puncture Repair Kit

**PERFORMANCE & EXTERIOR**  
 2.0L DOHC SUBARU BOXER Engine w/ Auto Start Stop  
 Lineartronic CVT w/ Low Shift Mode  
 16" Steel Wheels w/ Full Wheel Covers  
 205/55 16 91V All Season Tires  
 Anti-Lock Braking System (ABS)  
 LED Steering Responsive Headlights (SRH)  
 Automatic On/Off Headlights  
 Automatic High Beam  
 Fixed Crossbar Mounting Points

### OPTIONAL EQUIPMENT AND OTHER ITEMS

Manufacturer's Suggested Retail Price \$22,995.00

Exterior Color: Ice Silver Metallic

Full Tank of Gas **INCLD**

**Standard Option: 01**

Mirror Compass w/ homelink \$405.00  
 Rear Bumper Applique \$132.00  
 All-Weather Floor Liners \$132.00

### EPA DOT Fuel Economy and Environment

**Fuel Economy**  
**30** MPG  
 27 city 34 highway  
 3.3 gallons per 100 miles

Small Wagons range from 16 to 103 MPG. The best vehicle rates 140 MPGe.

**You save \$750**  
 in fuel costs over 5 years compared to the average new vehicle.

**Annual fuel cost \$1,800**

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only) **6**

**Smog Rating** (tailpipe only) **7**

This vehicle emits 297 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at [fuel economy.gov](http://fuel economy.gov).

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPGe is miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**fuel economy.gov**  
 Calculate personalized estimates and compare vehicles

Smartphone QR Code™

### PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE: U.S./CANADIAN PARTS CONTENT: 5% MAJOR SOURCES OF FOREIGN PARTS CONTENT: JAPAN: 80%

FOR THIS VEHICLE: FINAL ASSEMBLY POINT: OTA, GUNMA, JAPAN COUNTRY OF ORIGIN: ENGINE: JAPAN TRANSMISSION: JAPAN

Note: Parts content does not include final assembly, distribution, or other non-parts costs.

23,608

**COMFORT, CONVENIENCE & INTERIOR**  
 SUBARU STARLINK Dual 7" Multimedia System  
 SiriusXM Satellite Radio w/4 month trial  
 Illuminated USB A Port  
 Dual Zone Automatic Climate Control System w/ Dynamic Ventilation & Air Filtration  
 4.2" Color LCD Instrument Panel Display  
 Electronic Parking Brake  
 12V Power Outlet  
 Cargo Area Light  
 Cargo Area Tie Down Hooks  
 Cargo Area Grocery Bag Hooks  
 Dual Center Console Cup Holders  
 Front & Rear Door Bottle Holders  
 Welcome Lighting

**LIMITED WARRANTY/ROADSIDE ASSISTANCE**  
 3 Years / 36,000 Miles Basic  
 5 Years / 60,000 Miles Powertrain  
 5 Years / Unlimited Mileage Rust Perforation  
 3 Years / 36,000 24/7 Roadside Assistance  
 See Owner Info Kit&Warranty For Details

**Privacy Notice**  
[www.subaru.com/company/privacy.html](http://www.subaru.com/company/privacy.html)

**Destination and Delivery \$1,120.00**

**Total Suggested Retail Price \$24,784.00**

THIS LABEL HAS BEEN APPLIED PURSUANT TO FEDERAL LAW. DO NOT REMOVE OR ALTER PRIOR TO THE DELIVERY TO THE ULTIMATE PURCHASER.

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**AGENDA ITEM 15:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***B. North Carolina Land & Water Fund Hardin Creek Restoration Project Declaration of Covenants, Conditions, and Restrictions for Restoration Purposes***

**MANAGER'S COMMENTS:**

As part of the Hardin Creek Restoration Project, the County, as the land owner, is required to record a Declaration of Covenants and Restrictions on the property project. The County Attorney is to draft the Declaration of Covenants and Restrictions, after which the NC Land and Water Fund, Division of Land and Water Stewardship will review and approve.

Board approval is required to accept the Declaration of Covenants and Restrictions on the portion of the High School property impacted by the project.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RESTORATION PURPOSES (“RESTORATION DECLARATION”)**

Mouth of Hardin Creek Restoration

**Watauga County High School**

**Prepared by:** \_\_\_\_\_  
**After Recording Return to:** \_\_\_\_\_

**NORTH CAROLINA**  
**NCLWF Project No.: 2022-430**

**WATAUGA COUNTY**  
**PIN: 2910-88-3456-000**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RESTORATION PURPOSES (“Restoration Declaration”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by WATAUGA COUNTY, 814 W KING ST, BOONE, NC, 28607 (the “Declarant”).

**RECITALS AND CONSERVATION PURPOSES**

**A.** The Declarant is a unit of local government and accepts responsibility for enforcing the terms of this Restoration Declaration and for upholding its conservation purposes forever.

**B.** The Declarant is the sole owner in fee simple of certain real property containing 6.119 acres more or less, located in New River Township, Watauga County, North Carolina, and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference (hereinafter the “Property”).

**C.** The State of North Carolina (“State”) enacted the Uniform North Carolina Conservation and Historic Preservation Agreements Act (the “Conservation Agreements Act”), Chapter 121, Article 4 of the North Carolina General Statutes (“NCGS”), which provides for enforceability of restrictions, easements, covenants, or conditions “appropriate for retaining in land or water areas predominantly in their natural, scenic, or open condition . . .”.

**D.** This Restoration Declaration is intended to be a “conservation agreement” and/or a “preservation agreement” as defined and contemplated in the Conservation Agreements Act.

**E.** The North Carolina Land and Water Fund (the “Fund”), an independent agency of the State with its address at 1651 Mail Service Center, Raleigh, North Carolina 27699-1651, is authorized by NCGS Chapter 113A, Article 18, to provide funding for projects and to acquire land and interests in land for riparian buffers for the purposes of protecting surface waters and urban drinking water supplies.

**F.** The Declarant is party to an agreement with the Fund through which it has received a grant from the Fund, identified as Grant Contract no. 2022-430 (the “Grant Contract”), entered into between the Declarant and the Fund effective [REDACTED], for improving water quality by restoring Hardin Creek on or bordering the Property and restoring and/or protecting riparian buffers on the Property (the “Restoration Project”).

**G.** The Declarant and the Fund have determined that water quality will benefit by implementation of the Restoration Project and subsequent protection and maintenance of riparian resources and other natural values on the Property (the “Conservation Values”).

**H.** In order to protect and maintain the Conservation Values, the Declarant wishes to restrict and limit in perpetuity activities on and uses of the Property that could conflict with the Conservation Values, such restrictions and limitations applying only to that portion of the Property shown on the map of survey dated July 11, 2024 entitled “Conservation Easement Survey for Watauga County” (the “Protection Area”), attached hereto as Exhibit “B” and hereby made a part of this document, to the terms, conditions and purposes hereinafter set forth.

**NOW, THEREFORE**, the Declarant hereby unconditionally and irrevocably declares that the Protection Area will be held and subject to the following restrictions, covenants and conditions as set out herein, to run with the subject real property and be binding on all parties that have or may have any right, title, or interest in said property.

#### **ARTICLE I. DURATION OF RESTORATION DECLARATION**

The covenants, conditions, and restrictions contained in this Restoration Declaration are permanent and perpetual, run with the land, and are be binding on the Declarant and its successors and assigns as owner of the Property and on all those claiming by, through, or under each such owner, in perpetuity.

## **ARTICLE II. ACTIVITIES AND USES EXPRESSLY RESTRICTED OR PROHIBITED AND EXCEPTIONS THERETO**

**A. Prohibited Activities and Uses.** The Protection Area will be maintained in a manner and will not be developed or used in any manner that would impair or interfere with the purposes of this Restoration Declaration. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as expressly identified herein as exceptions:

(1) Industrial, Residential and Commercial Uses. Industrial, residential and commercial activities and the rights of passage for such purposes.

(2) Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations.

(3) New Construction. Buildings, facilities, mobile homes, antennas, utility poles, towers, and other structures.

(4) Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material.

(5) Mitigation. Neither the Protection Area nor any portion thereof may be used to satisfy compensatory mitigation requirements under 33 USC Section 1344 or NCGS §143-214.11 or any successor or replacement provision of the foregoing.

(6) Open Space Requirements. The Protection Area may not be used to satisfy open space requirements of any cluster or other development scheme.

(7) Development Rights. All development rights are extinguished from the Protection Area and may not be transferred to any other lands pursuant to a transfer of development rights scheme or cluster development arrangement or otherwise.

**B. Activities and Uses Restricted in the Easement Area.** Without limiting the generality of the foregoing, the following activities and uses are expressly restricted, except as expressly identified herein as exceptions:

(1) Cutting of Vegetation. Except as related to removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Protection Area to persons or natural habitat or as necessitated by the activities described in Article III, above, all cutting, removal, mowing, harming, or destruction of any trees and vegetation on the Protection Area is prohibited.

(2) Stream Crossings and Roads. New stream crossings for livestock and access to adjacent property are prohibited, with the understanding that any crossing may not impede flow of water or aquatic life. Existing roads, trails, or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

(3) Signs. Signs are prohibited, except interpretive signs describing activities and the purpose and function of the Protection Area, signs identifying the owner of the Property, signs giving directions, and signs prescribing rules and regulations for the use of the Protection Area.

(4) Grading, Mineral Use, Excavation, Dredging. Grading, filling, excavation, dredging, mining, drilling, and removal of topsoil, sand, gravel, rock, peat, minerals, and other materials are prohibited, except as necessitated by activities described in Article III.

(5) Water Quality and Drainage Patterns. Except as necessitated by activities described in Article III, diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water; altering or tampering with water control structures or devices; disruption or alteration of the restored, enhanced, or created drainage patterns; and removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides are prohibited.

(6) Subdivision and Conveyance. The Protection Area may not be subdivided, partitioned nor conveyed, except in its current configuration as an entity or block of property.

### **ARTICLE III. ACTIVITIES AND USES EXPRESSLY ALLOWED**

Any activity on or use of the Protection Area not consistent with the purposes of this Restoration Declaration or that could interfere with maintenance of the Protection Area in its natural or restored condition is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly allowed on the Protection Area:

**A. Passive Recreational Uses.** The Declarant may engage in undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Protection Area for the purposes thereof. Motorized vehicles may be used on trails, paths, and roads existing on the date hereof and only for managing, maintaining, and stewarding the Protection Area.

**B. Educational Uses.** The Declarant may engage in and permit others to engage in educational uses on the Protection Area consistent with this Restoration Declaration and the right of access to the Protection Area for such purposes, including organized educational activities such as site visits and observations. Educational uses of the Protection Area may not alter vegetation, hydrology, or topography.

**C. Restoration.** The Declarant and its representatives may engage in the Restoration Project. All activity associated with the Restoration Project will be conducted according to the requirements hereof and those incorporated herein from the Grant Contract and pursuant to all applicable laws, rules, regulations, and permits.

### **ARTICLE IV. RIGHT OF ENFORCEMENT IN STATE**

In the event that the Declarant fails to comply with the terms of this Restoration Declaration, pursuant to the terms of the Grant Contract between the Declarant and the State acting by and through the Fund, the State has the independent right to enforce the terms of this Restoration

Declaration through any and all authorities available under State law. Any forbearance by the State to exercise this right of enforcement may not be deemed or construed to be a waiver by the State of such right in general or with respect to a specific violation of any of the terms of this Restoration Declaration. The State and its agents and employees have such right of entry and access to the Protection Area as may be necessary to carry out the rights of enforcement set forth herein.

#### **ARTICLE V. DECLARANT'S WARRANTY OF TITLE**

The Declarant covenants, represents, and warrants that (i) the Declarant is the sole owner and is seized of the Protection Area in fee simple and has good right to grant and convey the aforesaid Restoration Declaration; (ii) there is legal access to the Property and the Protection Area; (iii) the Protection Area is free and clear of any and all encumbrances, except those exceptions of record, none of which would nullify, impair or limit in any way the terms or effect of this Restoration Declaration; and (iv) the Declarant will defend its title against the claims of all persons whomsoever.

#### **ARTICLE VI. MISCELLANEOUS**

**A. Stewardship of the Protection Area.** Pursuant to the terms of the Grant Contract, the Declarant hereby covenants and agrees that it will monitor and observe the Protection Area in perpetuity to assure compliance with the purposes and provisions of this Restoration Declaration and the provisions of the Grant Contract.

**B. Subsequent Transfer of Fee.** The Declarant may not convey the Property or any interest therein and may not incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing to the prospective buyer the Restoration Declaration, the obligations of an owner of the Property, and limitations on use of the Property hereunder. The Declarant further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Restoration Declaration herein created.

**C. Transfer of the Restoration Declaration.** The Declarant has have the right to transfer this Restoration Declaration to a "qualified conservation organization" under Section 170(h) of the Code, only if the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this declaration and if said transfer is approved by the State acting by and through the Fund or its successor agency.

**D. Amendments.** The Declarant or its successors in interest in the Protection Area is free to amend this Restoration Declaration to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Restoration Declaration or affects the perpetual duration of this Restoration Declaration. Such amendment(s) require the written consent of both the Declarant and the Fund and will be effective upon recording in the public records of Watauga County, North Carolina. The Declarant acknowledges that it has no right to agree to any activity that would result in the termination of this Restoration Declaration.

**E. Interpretation.** This Restoration Declaration will be construed and interpreted under the laws of the State, and any ambiguities herein will be resolved so as to give maximum effect to the purposes of this Restoration Declaration as stated herein. Further, this Restoration Declaration will be construed to promote the purposes of the Conservation Agreements Act, which authorizes the creation of conservation agreements for purposes including those set forth herein, such conservation purposes as are defined in Section 170(h) (4) (A) of the Code and set forth in NCGS Chapter 113A, Article 18. If any provision of this Restoration Declaration is found to be invalid, the remainder of the provisions of this Restoration Declaration, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, will not be affected thereby.

**[SEE FOLLOWING PAGES FOR SIGNATURES AND NOTARY]**

**IN WITNESS WHEREOF**, Declarant, by authority duly given, has hereunto caused these presents to be executed by its respective officers and its seal affixed, to be effective the day and year first above written.

**DECLARANT:**

WATAUGA COUNTY, a body politic of the State of North Carolina

By: \_\_\_\_\_(SEAL)

Larry Turnbow, Chair

**STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA**

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document with proper authority:

\_\_\_\_\_  
Name of Signatory

Date \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary

\_\_\_\_\_  
Notary's printed or typed name

(Official Seal) My commission expires: \_\_\_\_\_



**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY/COUNTY/TOWN ATTORNEY

**ACCEPTED AS TO FORM:  
NORTH CAROLINA LAND AND WATER FUND**

BY: \_\_\_\_\_  
RESTORATION PROJECT MANAGER

\*\*\*\*\*

*[Attach appropriate exhibits such as:]*

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

*[Describe the Property by reference to a recorded map (preferred), by metes and bounds, or by reference to prior recorded instruments. Use an exhibit if the Property is not described in the body of the document.]*

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE PROTECTION AREA**

*[If the Protection Area is less than the Property, refer to a recorded map that describes the Protection Area in relation to the Property, and provide a copy of this map to NCLWF with a copy of the recorded restoration declaration. Alternatively, describe the Protection Area by metes and bounds.]*

*[If the Protection Area is less than the Property and has no independent road frontage, add the following to its legal description: “, together with the right of ingress, egress and regress over, upon and across the Property to and from the Protection Area.”]*

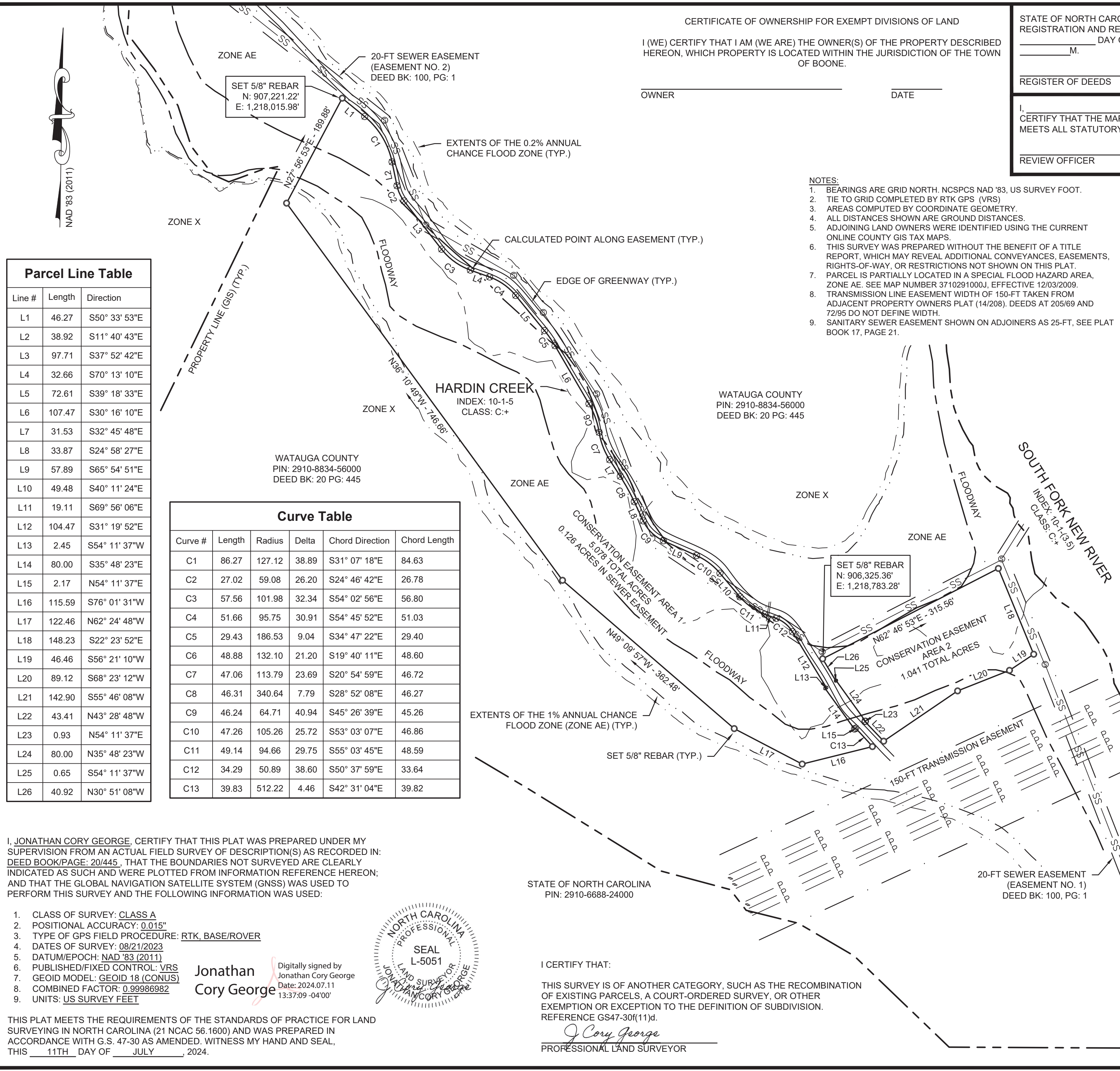
CERTIFICATE OF OWNERSHIP FOR EXEMPT DIVISIONS OF LAND

I (WE) CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE JURISDICTION OF THE TOWN OF BOONE.

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF NORTH CAROLINA, \_\_\_\_\_ COUNTY PRESENTED FOR REGISTRATION AND RECORDED IN BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_; THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.  
REGISTER OF DEEDS \_\_\_\_\_ BY \_\_\_\_\_ DEPUTY / ASST REGISTER OF DEEDS

I, \_\_\_\_\_, REVIEW OFFICER FOR WATAUGA COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_



- NOTES:  
1. BEARINGS ARE GRID NORTH, NCSPCS NAD '83, US SURVEY FOOT.  
2. TIE TO GRID COMPLETED BY RTK GPS (VRS)  
3. AREAS COMPUTED BY COORDINATE GEOMETRY.  
4. ALL DISTANCES SHOWN ARE GROUND DISTANCES.  
5. ADJOINING LAND OWNERS WERE IDENTIFIED USING THE CURRENT ONLINE COUNTY GIS TAX MAPS.  
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, RIGHTS-OF-WAY, OR RESTRICTIONS NOT SHOWN ON THIS PLAT.  
7. PARCEL IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA, ZONE AE. SEE MAP NUMBER 3710291000J, EFFECTIVE 12/03/2009.  
8. TRANSMISSION LINE EASEMENT WIDTH OF 150-FT TAKEN FROM ADJACENT PROPERTY OWNERS PLAT (14/208), DEEDS AT 205/69 AND 72/95 DO NOT DEFINE WIDTH.  
9. SANITARY SEWER EASEMENT SHOWN ON ADJOINERS AS 25-FT, SEE PLAT BOOK 17, PAGE 21.

Parcel Line Table

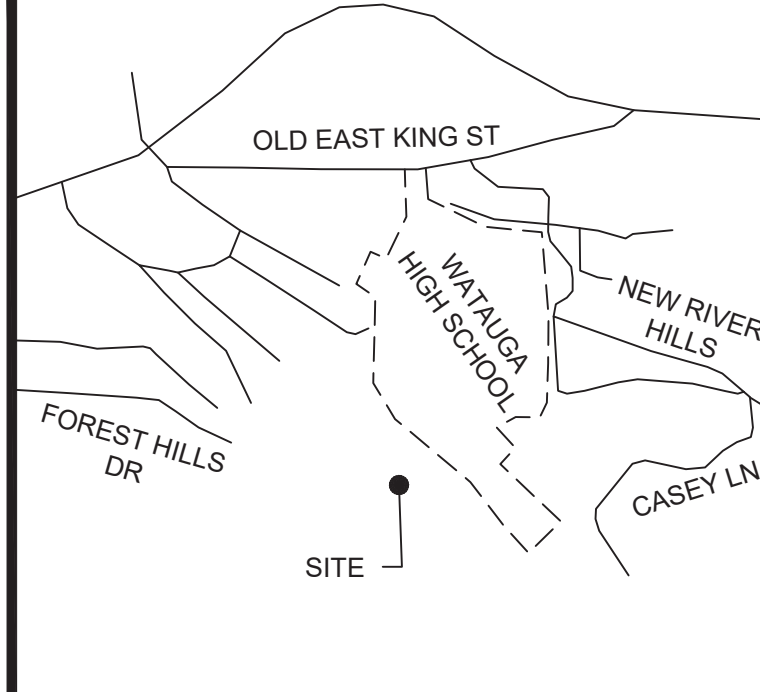
Line #	Length	Direction
L1	46.27	S50° 33' 53"E
L2	38.92	S11° 40' 43"E
L3	97.71	S37° 52' 42"E
L4	32.66	S70° 13' 10"E
L5	72.61	S39° 18' 33"E
L6	107.47	S30° 16' 10"E
L7	31.53	S32° 45' 48"E
L8	33.87	S24° 58' 27"E
L9	57.89	S65° 54' 51"E
L10	49.48	S40° 11' 24"E
L11	19.11	S69° 56' 06"E
L12	104.47	S31° 19' 52"E
L13	2.45	S54° 11' 37"W
L14	80.00	S35° 48' 23"E
L15	2.17	N54° 11' 37"E
L16	115.59	S76° 01' 31"W
L17	122.46	N62° 24' 48"W
L18	148.23	S22° 23' 52"E
L19	46.46	S56° 21' 10"W
L20	89.12	S68° 23' 12"W
L21	142.90	S55° 46' 08"W
L22	43.41	N43° 28' 48"W
L23	0.93	N54° 11' 37"E
L24	80.00	N35° 48' 23"W
L25	0.65	S54° 11' 37"W
L26	40.92	N30° 51' 08"W

Curve Table

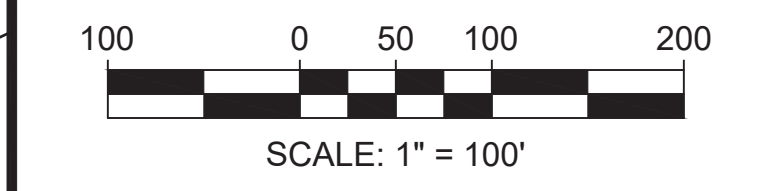
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	86.27	127.12	38.89	S31° 07' 18"E	84.63
C2	27.02	59.08	26.20	S24° 46' 42"E	26.78
C3	57.56	101.98	32.34	S54° 02' 56"E	56.80
C4	51.66	95.75	30.91	S54° 45' 52"E	51.03
C5	29.43	186.53	9.04	S34° 47' 22"E	29.40
C6	48.88	132.10	21.20	S19° 40' 11"E	48.60
C7	47.06	113.79	23.69	S20° 54' 59"E	46.72
C8	46.31	340.64	7.79	S28° 52' 08"E	46.27
C9	46.24	64.71	40.94	S45° 26' 39"E	45.26
C10	47.26	105.26	25.72	S53° 03' 07"E	46.86
C11	49.14	94.66	29.75	S55° 03' 45"E	48.59
C12	34.29	50.89	38.60	S50° 37' 59"E	33.64
C13	39.83	512.22	4.46	S42° 31' 04"E	39.82

CONSERVATION EASEMENT SURVEY for WATAUGA COUNTY 814 W KING STREET, SUITE 205 BOONE, NC 28607

NEW RIVER TOWNSHIP WATAUGA COUNTY, NORTH CAROLINA DATES SURVEYED: 08/21-08/22/2023 DRAWN BY: A. HUTCHINS FIELD CREW: AH, JT, JC, CC PROJECT NO: 23-412



PILOTSE SURVEYORS • ENGINEERS NCBELS FIRM NO. C-4724 PO BOX: 879, PILOT MOUNTAIN, NC 27041 www.pilotse.com | 336-422-6741



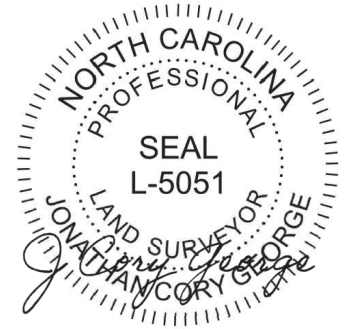
LEGEND

● EXISTING IRON MON.	⊕ WATER VALVE
○ SET 5/8" REBAR	⊙ WELL
△ CALCULATED POINT	⊙ GUY WIRE
⊠ TRAVERSE STATION	— BOUNDARY LINE
⊡ CONCRETE MONUMENT	— LINE NOT SURVEYED
⊗ PK NAIL	— R/W — RIGHT OF WAY
⊠ RW MONUMENT	— — EASEMENT
⊙ R.R. SPIKE	— P — OVERHEAD ELEC
⊙ STONE	— E — UNDERGRD ELEC
⊙ WATER METER	— W — WATER LINE
⊙ SEWER CLEANOUT	— SS — SEWER LINE
⊙ SEWER MANHOLE	— GAS — GAS LINE
⊙ STORM MANHOLE	— SD — STORM LINE
⊙ FIRE HYDRANT	— — DITCH CNTRLINE
⊙ UTILITY POLE	— X — CHAIN LNK FENCE
⊙ SINGLE POLE SIGN	

I, JONATHAN CORY GEORGE, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY OF DESCRIPTION(S) AS RECORDED IN: DEED BOOK/PAGE: 20/445, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS SUCH AND WERE PLOTTED FROM INFORMATION REFERENCE HEREON; AND THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

1. CLASS OF SURVEY: CLASS A
2. POSITIONAL ACCURACY: 0.015"
3. TYPE OF GPS FIELD PROCEDURE: RTK, BASE/ROVER
4. DATES OF SURVEY: 08/21/2023
5. DATUM/EPOCH: NAD '83 (2011)
6. PUBLISHED/FIXED CONTROL: VRS
7. GEOID MODEL: GEOID 18 (CONUS)
8. COMBINED FACTOR: 0.99986982
9. UNITS: US SURVEY FEET

Jonathan Cory George Digitally signed by Jonathan Cory George Date: 2024.07.11 13:37:09 -04'00'



STATE OF NORTH CAROLINA PIN: 2910-6688-24000

I CERTIFY THAT: THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION. REFERENCE GS47-30f(11)d.  
Jonathan Cory George PROFESSIONAL LAND SURVEYOR

P:\Projects\2023\23-412 - Jennings Env - Hardin Creek Boone\CAD\23-412x.dwg

**AGENDA ITEM 15:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*C. Budget Amendments*

**MANAGER'S COMMENTS:**

Deron Geouque, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY  
FINANCE OFFICE

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

**MEMORANDUM**

**TO:** Deron T. Geouque, County Manager  
**FROM:** Misty Watson, CPA  
**SUBJECT:** Budget Amendments  
**DATE:** July 8, 2024

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

103980	398121	Transfer from Capital Projects Fund		50,000
213991	399101	Fund Balance Appropriation		50,000
219800	498010	Transfer to General Fund	50,000	
104920	463300	Workforce housing Brookshire project	50,000	

To recognize funds budgeted in the FY 2024 budget for workforce housing to cover architect, geotech and slope fees.

103980	398121	Transfer from Capital Projects Fund		45,000
213991	399101	Fund Balance Appropriation		45,000
219800	498010	Transfer to General Fund	45,000	
104920	463000	EDC annual appropriation	45,000	

To recognize funds approved by the Board on 10/3/2023 to fund a child care study.

104330	451000	Capital outlay - equipment	100,000	
103839	384000	Donations		100,000

To recognize the donation of a trailer from Watauga Rescue Squad.

143583	344082	Low Income Housing Water Assistance Program funding		8,973
145410	440805	Low Income Housing Water Assistance Program expenditures	8,973	

NC Dept. of Health and Human Services allocated funds to assist with water utilities for low-income households, no match is required.

145410	449031	CARES LIEAP CIP	2,976	
143531	323000	Admin cost reimbursement - State and Federal		2,976

NC Dept. of Health and Human Services allocated additional funds to assist with LIEAP under the American Rescue Plan Act, no match is required.

103300	343125	Public safety grant		84,270
104310	451001	Capital outlay - equipment	84,270	

To recognize a public safety grant received from the N.C. Dept of Public Safety , no County match is required.

103300	349616	STRAP grant		145,150
104960	449919	STRAP grant - stream restoration	145,150	

To recognize the Streamflow Rehabilitation Program (STRAP) project from NC Dept of Agriculture and Consumer Services - Division of Soil and Water Conservation; Board approved the grant July 19, 2022.

104330	469901	Foscoe Fire Dist Sales Tax Distribution	105,000	
104330	469903	Fall Creek Fire Dist Sales Tax Distribution	2,000	
104330	469904	Beaver Dam Fire Dist Sales Tax Distribution	18,000	
104330	469905	Boone Fire Dist Sales Tax Distribution	200,000	
104330	469906	Zionville Fire Dist Sales Tax Distribution	24,000	
104330	469907	Cove Creek Fire Dist Sales Tax Distribution	55,000	
104330	469908	Stewart Simmons Fire Dist Sales Tax Distribution	60,000	
104330	469910	Meat Camp Fire Dist Sales Tax Distribution	70,000	
104330	469911	Todd Fire Dist Sales Tax Distribution	7,000	
104330	469912	Blowing Rock Fire Dist Sales Tax Distribution	90,000	
104330	469913	Shawneehaw Fire Dist Sales Tax Distribution	26,000	
104330	469919	Creston Fire Dist Sales Tax Distribution	500	
104330	469924	Deep Gap Fire Dist Sales Tax Distribution	40,000	
103200	323300	Sales Tax Revenue		697,500

To recognize additional projected sales tax distribution above original budget.

103200	326600	ABC bottle tax		4,000
105890	469848	Blue Ridge Mediation - ABC funds	4,000	

To record additional bottle tax funds received.

243102	312100	Current year taxes Boone		69,000
243102	312101	Current year taxes Foscoe special district		6,000
243102	312107	Current year taxes Cove Creek special district		100
243102	312108	Current year taxes Shawneehaw special district		1,000
243102	312105	Current year taxes Beech Mountain special district		1,000
244340	469901	Pay to fire district-Foscoe	6,000	
244340	469905	Pay to fire district-Boone	69,000	
244340	469907	Pay to fire district-Cove Creek	100	
244340	469908	Pay to fire district-Shawneehaw	1,000	

244340	469998	Pay to fire district - Beech Mountain	1,000	
283102	312101	Current year taxes Foscoe		85,000
283102	312103	Current year taxes Fall Creek		10,000
283102	312104	Current year taxes Beaver Dam		18,000
283102	312104	Current year taxes Stewart Simmons		90,000
283102	312106	Current year taxes Zionville		20,000
283102	312107	Current year taxes Cove Creek		4,000
283102	312108	Current year taxes Shawneehaw		20,000
283102	312109	Current year taxes Meat Camp		30,000
283102	312110	Current year taxes Deep Gap		38,000
283102	312111	Current year taxes Todd		8,000
283102	312112	Current year taxes Blowing Rock		90,000
283102	312119	Current year taxes Meat Camp/Creston		2,500
284340	469901	Pay to fire district-Foscoe	85,000	
284340	469903	Pay to fire district- Fall Creek	10,000	
284340	469904	Pay to fire district-Beaver Dam	18,000	
284340	469905	Pay to fire district-Stewart Simmons	90,000	
284340	469906	Pay to fire district-Zionville	20,000	
284340	469907	Pay to fire district-Cove Creek	4,000	
284340	469908	Pay to fire district Shawneehaw	20,000	
284340	469909	Pay to fire district-Meat Camp	30,000	
284340	469910	Pay to fire district-Deep Gap	38,000	
284340	469911	Pay to fire district-Todd	8,000	
284340	469912	Pay to fire district-Blowing Rock	90,000	
284340	469919	Pay to fire district - Meat Camp/Creston	2,500	

To recognize additional projected fire tax distribution above original budget.

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

To recognize additional projected occupancy tax revenues above original budget.

313839	395123	Fines and forfeitures		80,000
315911	463200	Board of Education	80,000	

To record additional fines and forfeitures above original budget.

533839	389420	Opioid settlement		300,000
533839	525405	Opioid disbursements	300,000	

To recognize Opioid settlement awards funded per the BOC meeting July 18, 2023.

754440	469142	Representative 142	2,345	
754440	469163	Representative 163	461	
754440	469215	Representative 215	1,754	

754440	469226	Representative 226	239	
754440	469227	Representative 227	4,087	
754440	469228	Representative 228	276	
754440	469229	Representative 229	90	
754440	469230	Representative 230	634	
753212	369142	Representative 142		2,345
753212	369163	Representative 163		461
753212	369215	Representative 215		1,754
753212	369226	Representative 226		239
753212	369227	Representative 227		4,087
753212	369228	Representative 228		276
753212	369229	Representative 229		90
753212	369230	Representative 230		634

To recognize additional DSS clients.

104265	435101	Maintenance and repairs - grounds	151,076	
103300	343127	OSBM grant		151,076

To recognize paving at the Hannah building per BOC approval at the March 19, 2024 meeting.

104275	435101	Maintenance and repairs		55,000
104268	435100	Maintenance and repairs		25,000
104269	435200	Maintenance and repairs		31,000
104285	435101	Maintenance and repairs	111,000	

To allocate unused funds to the Brookshire paving project.

103839	343119	Donation - land		165,000
104291	457000	Valle Crucis Watauga River land donation	165,000	

To recognize land donation for the access to Watauga River Paddle Trail in Valle Crucis per BOC approval at October 17, 2023.

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**AGENDA ITEM 15:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*D. Proposed Kill/Chill Capital Projects Ordinance*

**MANAGER'S COMMENTS:**

Should the Kill/Chill project move forward it will span multiple budget years requiring a Capital Project Ordinance to be adopted.

As the County has already received funds and expended funds, Board action is requested to adopt the Capital Project Ordinance for the future Kill/Chill facility.

STATE OF NORTH CAROLINA

WATAUGA COUNTY

## Watauga County Capital Projects Ordinance Future Processing Plant

**BE IT ORDAINED** by the Watauga County Board of Commissioners, pursuant to Section 13.2 of Chapter 159 of the general statutes of North Carolina, the following Capital Projects Ordinance is hereby adopted:

Section 1. The authorized project shall pertain to portions of the Future Processing Plant project which may include land, land preparation, architectural fees, construction and engineering fees.

Section 2. The officers of the County are hereby directed to proceed with this project within the guidelines set by the budget contained herein and as amended in the future.

Section 3. The following revenues and appropriations are available to complete this project:

Golden Leaf Grant	\$1,000,000
Tobacco Trust Grant	220,236
ADTF Grant	474,450
ARC Equipment Grant	100,000
EDA Infrastructure Grant	817,000
ARC Construction Grant	500,000
OSBM State Grant	1,000,000
Transfer from Capital Projects Fund (ARP)	500,000
<b>Total revenues</b>	<b>\$4,611,686</b>
Construction	\$2,390,703
Infrastructure	1,471,000
Equipment	521,819
Engineering and Planning	127,050
Contingency	101,114
<b>Total appropriations</b>	<b>\$4,611,686</b>

Section 4. Any balance of appropriated funds which are unexpended at the conclusion of this project shall be reserved by the Board of Commissioners for future capital projects.

Section 5. Copies of this capital projects ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

**ADOPTED** this 16th day of July, 2024.

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Larry Turnbow, Chairman  
Watauga County Board of Commissioners

ATTEST:

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Anita J. Fogle  
Clerk to the Board

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## **AGENDA ITEM 15:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

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

### **MANAGER’S COMMENTS:**

The 117th NCACC Annual Conference will be held August 8-10, 2024, in Forsyth County. Visit <https://www.ncacc.org/events-training/annual-conference/> for more information. Please let Anita know if you plan to attend.

A Voting Delegate appointment is requested.

## Anita.Fogle

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**From:** Alisa Cobb <alisa.cobb@ncacc.org>  
**Sent:** Thursday, June 27, 2024 12:53 PM  
**To:** County Clerks; County Managers  
**Subject:** Voting Delegate Designation for NCACC 117th Annual Conference - Forsyth County

Good afternoon, County Managers and Clerks to the Board,

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

The NCACC's 117th Annual Conference Business Session will be held in Forsyth County on Saturday, Aug. 10, at 2 p.m., with each county entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President.

NCACC Constitution, Article VI:

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

Please submit your voting delegate designations by Wednesday, Aug. 7, by close of business. Should you have any questions, please contact Alisa Cobb at [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org).

Thank you,



**North Carolina  
Association of  
County Commissioners**

**Alisa Cobb**

Senior Administrative Assistant

Phone (919) 715-2685

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

# NCACC 117th ANNUAL CONFERENCE

AUGUST 8-10 IN FORSYTH COUNTY

**We are proud to announce the theme for this year's Annual Conference:  
Shaping County Futures!**

This year's theme plays on the word "shaping" and centers around the art of intentional decision-making and the opportunity counties have to shape their own future. Although our counties are different shapes and sizes, they unite together at this conference with one common goal: to develop and build a positive environment for county citizens that stands strong in the future.

The theme also pays homage to our host county, Forsyth County, and their thriving art community. We hope you will join us! Together, we make the great shape of North Carolina.

## DRAFT AGENDA

### THURSDAY, AUGUST 8

**8 a.m. – 6 p.m.**

**Check-In and Registration Desk Hours**

**9 – 10 a.m.**

**Demystifying Artificial Intelligence: A Practical Guide for Local Government Teams**

**Speakers: Jennifer A. Conner, Jennifer Robinson Co-speaker: Rafael Baptista**

Step into the world of Artificial Intelligence (AI) with this primer designed specifically for local government teams. No data science degree required!

**9 – 11:15 a.m.** Winston 1 B and C

**Reentry Simulation Workshop**

**Speakers: Guy Buckner, Audra Holsapple, Joyce Jones**

Simulate the struggles and challenges faced by individuals who are transitioning from incarceration back into society through a Reentry Simulation. Gain an understanding of obstacles faced by individuals attempting to acquire resources from various agencies upon their release from incarceration.

**10 – 10:15 a.m.**

**Transition Break**

**10:15 – 11:15 a.m.**

**AI Ethics: Principles and Practical Insights**

**Speaker: Sterlina Smith**

Explore the ethical dimensions of AI in this accessible session designed for all. Walk away with clear insights and practical tips to navigate AI responsibly in your work.

**11:15 – 11:30 a.m.**

**Transition Break**

**11:30 a.m. – 1:15 p.m.** Salem Ballroom 2 and 3

**Opening Ceremonies**

**12:15 – 1:15 p.m.** Salem Ballroom 2 and 3

**Conference-Wide Networking Lunch**

**1:15 – 1:30 p.m.**

**Transition Break**

**1:30 – 2:30 p.m.**

**Drones as First Responder**

**Speakers: Sheriff Bobby F. Kimbrough, Jr., Sergeant Anna Joyner, Corporal David Shaver**

In “Drones as First Responder,” Forsyth County’s Sheriff Bobby Kimbrough discusses the innovative Real-Time Intelligence Center (RTIC) project, detailing its inspiration, his research, and how he worked with the county on funding. Join this session to explore the innovative use of drones and real-time video intelligence in enhancing public safety and emergency response. Following the session, board the shuttle to the RTIC to observe how these integrated communication platforms and real-time video streams from body-worn cameras, private, public, and drone sources enhance situational awareness and safety.

**1:30 – 4 p.m.**

**Digging into the Details on Property Taxes and Sales Taxes in 2024**

**Speakers: David Baker, John Burgiss, Denise Canada**

Join this session and dive deep into how property and sales taxes are assessed, administered, collected, and remitted.

**1:30 – 4 p.m.**

**How to Stay COOL When Everything Around You is HEATING Up!**

**Speaker: Dan Clark**

Join this session to explore processes and frameworks that empower you with strategies for enhancing citizen engagement, fostering a deeper understanding of the policymaking process, and strengthening trust between elected leaders and constituents.

**2:30 – 2:45 p.m.**

**Transition Break**



**2:30 – 4 p.m.** Off-site Tour Boarding at 2:40 p.m.

**Off-Site Tour: Demo and Tour of Forsyth County Real Time Intelligence Center**

**Speakers: Sheriff Bobby F. Kimbrough, Jr. Co-speakers: Sergeant Anna Joyner, Corporal David Shaver**

Board a shuttle to the Forsyth County Public Safety Building and learn about Sheriff Kimbrough's Real Time Intelligence Center (RTIC) and his Drone Team's DFR (Drone as a First Responder) program. *This will be a follow up to the "Drones as First Responder" education session.*

**2:45 – 4 p.m.**

**How HSIN Can Secure Local Elections**

**Speaker: Lamont S. Bazemore**

The Homeland Security Information Network (HSIN) is the Department of Homeland Security's official system for trusted sharing of Sensitive But Unclassified information between federal, state, local, territorial, tribal, international and private sector partners. Mission operators use HSIN to access Homeland Security data, send requests securely between agencies, manage operations, coordinate planned event safety and security, respond to incidents, and share the information they need to fulfill their missions and help keep their communities safe. HSIN is routinely used at all levels of government to perform key functions such as, protecting election integrity or responding to emergencies.

**4:15 – 5:15 p.m.**

**NC Association of Black County Officials (NCABCO) Business Meeting**

**5:15 – 6 p.m.** Salem Foyer

**Networking Reception**

**6 – 9 p.m.** Salem Ballroom 2 and 3

**First Night Celebration, hosted by NC Cooperative Extension**

## **FRIDAY, AUGUST 9**

**8 a.m. – 4:45 p.m.**

**Check-In and Registration Desk Hours**

**9 – 9:15 a.m.** Salem Ballroom 2 and 3

**Morning Welcome and Introductions**

**9:15 – 10:15 a.m.** Salem Ballroom 2 and 3

**Keynote Presentation: Ending the Criminalization of Mental Illness**

**Keynote Speaker: Judge Steven Leifman**

Join Judge Leifman in discussion on his journey into the mental health system, the legal and medical history that led to America's mental health crisis, and the essential elements necessary to create an effective system of care to transform the mental health and criminal justice systems and make jail the last option for people with serious mental illnesses, not the first.

**10 a.m. – 1:30 p.m.**

**Association of County Clerks Executive Committee (10 a.m. – 12 p.m.) and Business Meeting (12 – 1:30 p.m.)**

**10:15 – 10:45 p.m.**

**Transition Break**

**10:45 – 11:45 a.m.**

**Decoding Affordable Housing in North Carolina: Strategies and Authority**

**Speakers: Jeff Adams, Kyle Haney, Karen Kennedy, Morgan Mansa, C. Tyler Mulligan**

Glimpse an overview of what affordable housing is and what authorities and strategies North Carolina counties have to support it in their communities.

**10:45 – 11:45 a.m.**

**Blueprint for Success: Building Your County's Long-range Capital Plan**

**Speakers: Eddie Harris, Johnna Sharpe**

Discover why establishing a capital plan is not just essential but necessary for sustainable growth and financial health and learn where to start in the capital planning process and explore a step-by-step approach to building a robust plan.

**10:45 – 11:45 a.m.**

**Navigating Recovery Courts in North Carolina**

**Speakers: Jonathan Barfield, Judge Julius H. Corpening, II, Chris Coudriet, Judge Elizabeth A. Heath, Judge Alan Thornburg Moderator: Kevin Leonard**

Join us for this panel session on establishing and sustaining recovery courts in North Carolina.

**10:45 – 11:45 a.m.**

**Strategic Fire Service Planning: Johnston County's Path to the Future**

**Speakers: Patrick E. Harris, R.S. "Butch" Lawter Jr.**

See how county and fire service leaders collaborate to establish countywide fire district funding that improves the future of the fire service throughout Johnston County by narrowing the funding gap.

**12 – 1 p.m. Salem Ballroom 2 and 3**

**Conference-Wide Networking Lunch**

**12 – 1 p.m.**

**County Managers' Luncheon**

**12 – 1 p.m.**

**NCABCO Scholarship Banquet**

This event is ticketed. To purchase a ticket to the NCABCO Scholarship Banquet,

**1:15 – 2:15 p.m.**

**Bridging the Digital Divide in North Carolina: Historic Investments and Future Plans for Broadband Expansion**

**Speakers: TBA**

This session discusses the scope of projects currently under way and the state's plans to invest an additional \$1.5 billion through the Broadband Equity, Access, and Deployment (BEAD) program, which North Carolina received from the federal Bipartisan Infrastructure Law. We also explore the future role for counties in increasing broadband access as the landscape and programmatic rules change.

**1:15 – 2:15 p.m.**

**Online GIS Promoting Collaboration and Civic Inclusion**

**Speakers: Shaylee Bowen, Mitchell Byers, Marlana Isley**

This presentation expands beyond traditional GIS by exhibiting how non-spatial tools can be employed to create, display, and analyze data provided for/by citizens. Counties of all sizes and budgets can leverage these tools to expand their online GIS presence and encourage civic engagement.

**1:15 – 2:15 p.m.**

**Navigating Tomorrow's Waste Management Landscape: Challenges, Innovations, and Collaborations**

**Speakers: Amanda L. Bader, PE, W. Michael Brinchek, PE, Joseph Hack, QEP Moderator: Jackson L. Cozort**

Join us for an insightful session delving into the future of waste management, where we explore the pressing challenges facing our communities and the innovative solutions emerging to address them.

**1:15 – 3:30 p.m.** Winston 1 B and C

**Reentry Simulation Workshop**

**Speakers: Guy Buckner, Audra Holsapple, Joyce Jones**

Simulate the struggles and challenges faced by individuals who are transitioning from incarceration back into society through a Reentry Simulation. Gain an understanding of obstacles faced by individuals attempting to acquire resources from various agencies upon their release from incarceration.

**1:15 – 3:15 p.m.** Off-site Tour Boarding at 1:05 p.m.

**Off-Site Tour: Forsyth County Courthouse**

Located at 175 N. Chestnut Street, the new Forsyth County Courthouse was opened in October 2023. This state-of-the-art facility combines new technology with the work of local and state governments. The tour will include information on construction, funding resources, and local government partnerships with judicial officials. Boarding for the off-site tour starts at 1:05 p.m.

**2:15 – 2:30 p.m.**

**Transition Break**

**2:30 – 3:15 p.m.** Embassy Suites

**YouthVoice Check-In**

**2:30 – 3:30 p.m.**

**Strategic Project Coordinator Program: Successes in County Staff Support**

**Speakers: Erick Mendez, Tracey Miles, Alex Norwood, Hannah White**

Are you curious about NCACC's Strategic Project Coordinator (SPC) cohort program? Is your county interested in being a part of mentoring the future of county government? Want to know how this no-cost assistance could benefit your county? Then this session is for you! Join three current Strategic Project Coordinators in a lively and interactive panel discussion as they share their success stories from working across various counties.

**2:30 – 4:30 p.m.** Off-site Tour Boarding at 2:15 p.m.

**Off-Site Tour: Forsyth County Central Library**

Located at 660 W. 5th Street. Forsyth County has a certified peer support specialist who is primarily located at the Central Library and is available to direct community members to essential services such as housing assistance, medical services, behavioral health services, and financial services. The county also contracts with Moji Coffee and More to operate a small coffee shop that is based in the library. The coffee shop employs individuals with developmental disabilities. Attendees will have an opportunity to tour the Central Library and interact with the Peer Support Specialist and Moji coffee employees. Boarding for the off-site tour starts at 2:15 p.m.

**3:45 – 5:15 p.m.** Off-site Tour Boarding at 3:35 p.m.

**Off-Site Tour: Forsyth County Law Enforcement Detention Center**

Located at 201 N. Church Street. This is an opportunity for attendees to learn about ways to incorporate mental health and substance use services into a detention center operation. Forsyth County has a dedicated behavioral health unit for men and other programming, services, and resources for both men and women. Boarding for the off-site tour starts at 3:35 p.m.

**4 – 9 p.m.**

**YouthVoice Orientation and 'Real Colors' Training**

**6 – 9 p.m.** Kaleideum Science Museum, 120 W. 3rd St.

**Reception and Networking Event at Kaleideum**

Hosted by Forsyth County at the newly opened Kaleideum in Winston-Salem, this event promises a perfect blend of networking and discovery. Connect with fellow county commissioners and leaders in a vibrant, interactive environment surrounded by cutting-edge exhibits and captivating displays. Don't miss this unique opportunity to forge new connections, exchange ideas, and experience the wonders of Kaleideum!

**6:30 – 7:30 p.m.**

**YouthVoice Dinner**

## SATURDAY, AUGUST 10

**8 a.m. – 2 p.m.**

**Check-In and Registration Desk Hours**

**8 – 9 a.m.** Salem Ballroom 2 and 3

**Conference-Wide Breakfast**

**9 – 9:15 a.m.** Salem Ballroom 2 and 3

**Morning Welcome and Introductions**

**9:15 – 10:15 a.m.** Salem Ballroom 2 and 3

**Keynote Presentation: Warning: Gale Force Demographic Wind Gusts Ahead!**

**Keynote Speaker: Dr. James H. Johnson, Jr.**

Join Dr. James Johnson for a captivating presentation that delves into seven potent demographic trends, akin to mighty gale force winds amidst a turbulent storm, poised to reshape the landscape of business, commerce, and education in the years to come.

**10:30 – 11:30 a.m.**

**Building a Legacy: Effective Succession Planning Strategies in County Government**

**Speakers: Janis Gallagher, Amia Massey, Matt Rhoten Moderator: Paula Loftin, NCACC**

Join us for “Building a Legacy: Effective Succession Planning Strategies in County Government,” to hear some successful approaches to succession planning. Representatives from Pitt County and Gaston County present innovative strategies for smooth transitions and highlight their collaborative efforts in nurturing future leaders.

**10:30 – 11:30 a.m.**

**Innovative Solutions for Foster Care Challenges: A Multi-County Approach**

**Speakers: Jennie Kristiansen, Chuck Lycett, Tracie Murphy, Kim McGuire**

This panel discussion addresses the critical challenges North Carolina counties face in the foster care system, highlighting collaborative and innovative strategies to support children in foster care and those in DSS custody. Expert panelists will share successful programs and initiatives that have improved outcomes, focusing on resource limitations, placement shortages, and the emotional needs of children.

**10:30 – 11:30 a.m.**

**A Ferocious Feline Population Problem**

**Speakers: Mike Barclift, Bill Coleman, Jennifer Lynn Federico, Chad Singleton**

This session focuses on the urgent issue of stray and feral cat populations, a significant public concern for many communities. This session provides valuable insights, resources, and real-world examples from Dare, Pasquotank, Pitt, and Wake counties. Discover how collaborative efforts and innovative strategies can lead to sustainable, humane outcomes for both animals and communities.

**10:15 – 10:30 p.m.**

**Transition Break**

**10:30 a.m. – 1:15 p.m.**  
**YouthVoice Bottom Line!**

**11:45 a.m. – 12:15 p.m.** Salem Ballroom 2 and 3  
**Conference-Wide Networking Lunch with YouthVoice Participants**

**12:15 – 12:30 p.m.** Salem Ballroom 2 and 3  
**Opening Remarks and Plenary Speaker Introduction**

**12 – 1 p.m.** Salem Ballroom 2 and 3  
**Plenary Speaker: From Boomers to Gen Z: Bridging Generational Gaps for Effective Teams**  
**Speaker: Stefanie Adams**

Join Stefanie Adams, Founder and Chief Empowerment Officer of WNY People Development, as she dives into the quirks and qualities of each generation. Discover how to build an unstoppable team by embracing generational diversity.

**1 – 2 p.m.** Salem Ballroom 2 and 3  
**100 Strong Productions Documentary Screening**

**2 - 4 p.m.**  
**Business Session**

**6 - 8:30 p.m.**  
**President's Reception and Banquet**

**AGENDA ITEM 15:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*F. Boards and Commissions*

**MANAGER'S COMMENTS:**

*AppalCART Board*

The Town of Boone recommends reappointing Todd Carter as a Town representative and Appalachian State University recommends reappointing John Adams as a University representative on the AppalCART Board. These are first readings and, therefore, no action is required.

# Appalachian

STATE UNIVERSITY



Office of the Chancellor  
PO Box 32002  
Boone, NC 28608-2002  
(828) 262-2040  
chancellor.appstate.edu

July 1, 2024

Watauga County Board of Commissioners  
814 West King Street, Suite 205  
Boone, North Carolina 28607

Dear Watauga County Board of Commissioners:

On behalf of Appalachian State University, I would like to respectfully request that Mr. John Adams, Interim Chief Financial Officer, be appointed to the AppalCART Board of Authority effective immediately. Mr. Adams will be replacing Mr. John Eckman, Associate Vice Chancellor for Campus Services.

Please don't hesitate to contact my office if we can provide you with anything further. Thank you for all that you do for the Boone Community and Appalachian State University.

Sincerely,

Handwritten signature of Heather Norris.

Heather Norris  
Interim Chancellor

HN/ada

Copies to: Chair Larry Turnbow  
Mr. John Adams  
Mr. JJ Brown  
Mr. Craig Hughes



# Town of Boone



June 27, 2024

Watauga County Board of Commissioners  
814 W. King Street  
Boone, NC 28607

RE: Appointment of Town Council Liaison to AppalCART Board

Dear Board of Commissioners:

In January 2024, Todd Carter was recommended to serve as Town Council representative on the AppalCART board. It is my understanding that the Watauga County Board of Commissioners must also appoint town council representatives on the AppalCART board.

Please accept this letter as the Town's formal request that the County appoint Todd Carter to the AppalCART board as Boone Town Council representative. Mr. Carter's contact information is as follows:

Todd Carter  
1082 E. King Street Apt. 5  
Todd.carter@townofboone.net  
949-632-2584  
Todd.carter@townofboone.net

Should you have questions or concerns, please do not hesitate to contact me at 828-268-6200.

Sincerely,

A handwritten signature in black ink that reads "Nicole Harmon-Church". The signature is written in a cursive, flowing style.

Nicole Harmon-Church  
Clerk, Town of Boone

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**AGENDA ITEM 15:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*G. Announcements*

**MANAGER'S COMMENTS:**

Eric Hiegl, Director of Land Protection & Stewardship with Blue Ridge Conservancy, has announced that they are planning a ribbon cutting for the Valle Crucis River Access on July 26<sup>th</sup>, 2024 at 11:00 A.M.

**AGENDA ITEM 16:**

**BREAK**

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**AGENDA ITEM 17:**

**CLOSED SESSION**

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

**AGENDA ITEM 18:**

**POSSIBLE ACTION AFTER CLOSED SESSION**