

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

**TUESDAY, OCTOBER 17, 2023
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: October 3, 2023, Regular Meeting October 3, 2023, Closed Session		1
	3	APPROVAL OF THE OCTOBER 17, 2023, AGENDA		11
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN TURNBOW	13
5:40	5	WAMY'S RENTAL REPAIR PROGRAM PROPOSAL	MS. APRIL BECK MS. SARAH FREER	15
5:45	6	PROPOSED RESOLUTION TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS	MS. JENNIFER GREENE MS. LINDSEY SULLIVAN	21
5:50	7	BLUE RIDGE CONSERVANCY LAND DONATION AND CONSERVATION EASEMENT REQUEST	MR. ERIC HIEGL	25
5:55	8	PROJECT ON AGING ANNUAL REPORT	MS. ANGIE BOITNOTTE	55
6:00	9	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	65 67
6:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Recommended Contract Awards for Employee Medical, Dental, and Life Insurance B. Proposed Request for Proposal (RFP) for the High Country Kill and Chill Slaughter Plant Management and Operation C. Soccer Turf Bid Award Request D. Proposed Lease Renewal for Probation and Parole E. Budget Amendments F. November Meeting Schedule G. Boards and Commissions H. Announcements	MR. DERON GEOUQUE	77 81 87 89 103 105 107 109
6:10	11	BREAK		114
6:15	12	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		114
6:30	13	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

October 3, 2023, Regular Meeting

October 3, 2023, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 3, 2023**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, October 3, 2023, 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 5:32 P.M. The following were present:

PRESENT: Larry Turnbow, Chairman
 Charlie Wallin, Vice-Chairman
 Todd Castle, Commissioner
 Braxton Eggers, Commissioner
 Ray Russell, Commissioner
 Anthony di Santi, 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 September 19, 2023, regular minutes and closed session minutes.

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the September 19, 2023, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the September 19, 2023, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Turnbow called for additions and/or corrections to the October 3, 2023, agenda.

The addition of a proposed appointment to the Watauga Medical Center Board of Trustees was requested.

Commissioner Castle, seconded by Commissioner Russell, moved to approve the October 3, 2023, agenda as amended.

VOTE: Aye-5
Nay-0

PUBLIC COMMENT

There was no public comment.

ECONOMIC DEVELOPMENT COMMISSION (EDC) CHILD CARE STUDY PROPOSAL

Mr. Joe Furman, Chamber of Commerce Economic Development Director, requested to allocate \$50,000 from the County Economic Development Capital Reserve Account, which currently contains \$461,000, for a study on child care in Watauga County. The County's EDC Board voted to recommend approval of the funding.

Mr. Furman stated that study would be undertaken by the same team that recently performed a like study in Wilkes County. The purpose was to gather pertinent information from statistical sources and stakeholders, to identify gaps in service, and to make recommendations of action steps to fill the gaps. The study was projected to take seven months to complete. Mr. Furman stated that having such information would be valuable when seeking grants or other funding and in recruiting providers. Private funds were being solicited to help pay for the study as well and, as of September 26, 2023, \$2,500.00 had been pledged.

Commissioner Russell, seconded by Commissioner Eggers, moved to allocate funds from the Economic Development Commission (EDC) Capital Reserve Account to pay for the remaining balance needed, up to \$50,000, to conduct the study of child care in Watauga County as presented by Mr. Furman.

VOTE: Aye-5
Nay-0

QUEEN/WATER STREET PARKING MATTERS

A. Request for Exemption from Mini-Brooks Act

Mr. Robert Marsh, Maintenance Director, presented a proposed resolution exempting the County from the quality-based selection process required by the Mini-Brooks Act (N.C.G.S 143-64.3 1). The statute allowed local governments to exempt specific projects from the provisions of the general statute if the estimated fee was less than \$50,000. The reason for the requested exemption was the specialty of the scope of services for the project. The architect recommended approval of the exemption for consideration of hiring ECS to provide materials testing and special inspection services. Chairman Turnbow read the resolution.

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

VOTE: Aye-5
Nay-0

B. Proposed Engineering Services by ECS Southeast, LLP

Mr. Robert Marsh presented a proposal for soils engineering and materials from ECS Southeast, LLC, for an estimated fee of \$47,300 for the Water Street Parking Deck Project. ECS was a NC licensed engineering firm specializing in geotechnical investigations and materials testing. The proposal had been reviewed by the project design team and forwarded to the County with a request for approval and to contract with them quickly in order to avoid unnecessary delays in the project schedule. The contract for these services was outside of VPC Builders contract to avoid markup from the contractor and architect. Adequate funds were budgeted in the project fund.

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to approve of the proposal submitted by ECS, Southeast LLC in the amount of \$47,300.

VOTE: Aye-4(Turnbow, Wallin, Castle, Russell)
Nay-1(Eggers)

PARKS AND RECREATION MATTERS

A. Out-of-State Travel Request

Ms. Keron Poteat, Parks and Recreation Director, requested approval for out-of-state travel for Assistant Director, Mr. Craig Lands, who was recently appointed as the Special Olympics Watauga County Coordinator for the Special Olympics North America's Tennis and Pickleball Championships, which will be held in Hilton Head, SC. Other than use of the County van for travel, there would be no budget or financial travel commitment as Special Olympics will provide the rest.

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to approve the out-of-state travel.

VOTE: Aye-5
Nay-0

B. Community Programming Update

Ms. Keron Poteat, Parks and Recreation Director, updated the Board on programs for the community this fall and winter. Programs include the Year of the Trail Fall Hikes which would take place in October; Senior Road Trips scheduled in October, November, and December; Outdoor movies scheduled in October and December; and the Annual Trunk-or-Treat event scheduled for October 29. This report was given for information only and, therefore, no action was taken.

[Clerk's Note: Dr. Hamilton was not able to be at the meeting until after a previous commitment. Therefore, the Kill/Chill Matters were heard after closed session.]

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Contract Amendment with The Car Park

County Manager Geouque stated that The Car Park (formerly McLaurin) the current parking enforcement for the County, is requesting an increase in their contract. The current rate is \$700 per month. They requested an incremental increase over a minimum three-year commitment, with the first year at \$3,000/month; the second year at \$4,000/month; and \$4,250/month in the third year. The County Manager stated that staff has been reviewing other options such as a different provider, hiring a Sheriff's Deputy, as well as continued negotiations with The Car Park. The County Manager stated that the focus of parking lot monitoring was the Community Recreation Center (CRC) with the Human Services Center and Courthouse Complex lots typically being self-monitored with calls to The Car Park as needed. The County Manager stated that The Car Park employee monitoring the lots was doing his job; however, it was challenging due to the multi-use nature of the lots. For example, those using the pickle ball courts would be allowed to park in the lot but may never actually enter the CRC. The County Manager stated that he had engaged the Sheriff's Office to see if the Sheriff would be interested in hosting a resource officer at the CRC for traffic parking enforcement. The County Manager stated that the Sheriff's Office seemed interested; however, Chairman Turnbow stated that he had received mixed signals from the Sheriff's Office.

Lengthy discussion was held, including the possibility of Appalachian State University (ASU) monitoring parking. County Manager Geouque stated that ASU representatives had informed him that they did not monitor off campus lots. Commissioner Russell stated that perhaps technology could be used to help resolve the issue.

After further discussion, Chairman Turnbow recommended to modify the proposed agreement to give more time to meet with the Sheriff's Office again and to work on a long-term solution to the County's parking issues.

By consensus, the Board directed the County Manager to request The Car Park accept a one-year contract at the second-year rate which would allow the Board to work out a solution.

B. Proposed Resolution Establishing the Register of Deeds Salary

County Manager Geouque stated that, per Statute, prior to the filing period for the 2024 fall elections, the Board must establish the salary for the Register of Deeds in order for filing fees to be determined. The County Manager presented a proposed resolution establishing the Register of Deeds' salary at the entry level on the County's current pay plan in the amount of \$69,417. Commissioner Castle requested the salaries of surrounding County's Register of Deeds.

Chairman Turnbow read the resolution.

Commissioner Russell, seconded by Commissioner Eggers, moved to adopt the proposed resolution as presented.

VOTE: Aye-5
Nay-0

C. November Meeting Schedule

County Manager Geouque stated that the Commissioners Board Room would be used as a polling site for Election Day on November 7, 2023; therefore, staff recommended cancelling the November 7, 2023 meeting. The second meeting was scheduled for Tuesday, November 21, 2023. Since the meeting was scheduled during Thanksgiving week, staff recommended rescheduling the meeting to Tuesday, November 14, 2023.

Commissioner Castle, seconded by Commissioner Eggers, moved to cancel the November 7, 2023, Board of Commissioners meeting and reschedule the November 21, 2023, Board meeting to Tuesday, November 14, 2023.

VOTE: Aye-5
Nay-0

[Clerk's Note: After the meeting, a conflict was realized for November 14, 2023. Therefore, the second November meeting date would be placed on the October 17, 2023, agenda for further consideration.]

D. Boards and Commissions

County Manager Geouque presented the following:

Board of Adjustment

The terms of Alyson Browett (Valle Crucis Historic District) and Emily Bish (Alternate), are set to expire in November. Neither Ms. Browett nor Ms. Bish wish to be reappointed. A volunteer application was received from Shelton Wilder who has expressed interest in serving on this Board. This is a first reading and, therefore, no action was required at this time.

Chairman Turnbow tabled consideration of this appointment until a future meeting.

Valle Crucis Historic Preservation Commission (VCHPC)

The Valle Crucis Historic Preservation Commission terms of Dr. Susan Mast and Ms. Heidi Tester expired in September. Dr. Mast and Ms. Tester were both willing to continue to serve if reappointed. A volunteer application was received from Ms. Alyson Browett who was also interested in serving on the VCHPC. Both terms were for three years. These were second readings.

Chairman Turnbow, seconded by Commissioner Russell, moved to reappoint Ms. Heidi Tester and appoint Ms. Alyson Browett, to three-year terms on the Valle Crucis Historic Preservation Commission.

VOTE: Aye-5
Nay-0

Watauga Medical Center Board of Trustees

The Watauga Medical Center, Board of Trustees had a vacancy due to the recent passing of Mr. Kent Tarbutton. The Board of Trustees recently took action and submitted Ms. Cathy Williamson for consideration to fill the unexpired term of Mr. Tarbutton on the Watauga Medical Center Board of Trustees. If appointed, Ms. Williamson's term would begin immediately and end December 31, 2024.

Chairman Turnbow expressed sympathy on behalf of the Board of Commissioners to Mr. Kent Tarbutton's family. Commissioner Russell, who sits on the Watauga Medical Center Board of Trustees stated that the Trustees voted unanimously to recommend Ms. Williamson for appointment.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to waive the second reading and appoint Ms. Cathy Williamson to fill the unexpired term of Mr. Kent Tarbutton, on the Watauga Medical Center Board of Trustees with the term to expire on December 31, 2024.

VOTE: Aye-5
Nay-0

E. Announcements

County Manager Geouque announced the following:

- The High Country Council of Governments' 48th Annual Banquet is scheduled for Friday, October 6, 2023, from 6:00 to 9:00 P.M. in the Grandview Ballroom at The Northwest End Zone, Appalachian State University.

CLOSED SESSION

At 6:27 P.M., Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to resume the open meeting at 7:04 P.M.

VOTE: Aye-5
Nay-0

POSSIBLE ACTION AFTER CLOSED SESSION

County Attorney di Santi presented a proposed Non-Warranty Deed from the County to the Association of Co-Owners, Ski Slope 1 Condominium in Beech Mountain, to correct a transfer to the County of the common area of the condominium due to a tax foreclosure a number of years

ago. Originally, the property was listed as exempt because it was a common area and titled to First Union National Bank. Mr. di Santi stated that common areas were taxed by appropriation of the value of the common area to the individual condominium units. An owner of one of the units has contracted to sell her unit after the death of her husband, and the fact that the common area was foreclosed incorrectly by the County has caused title issues which the proposed Non-Warranty Deed will resolve.

Commissioner Russell, seconded by Commissioner Castle, moved to approve the Non-Warranty Deed to the Association of Co-Owners, Ski Slope 1 Condominiums as presented by County Attorney di Santi.

VOTE: Aye-5
Nay-0

KILL/CHILL MATTERS

A. Economic Development Administration Grant Award Acceptance

B. Project Update and Proposed Request for Proposals

Dr. Jim Hamilton, Cooperative Extension Director, updated the Board on the progress of the Kill/Chill Project. Dr. Hamilton stated that the County was recently awarded a grant in the amount of \$817,558 from the North Carolina Department of Commerce's Economic Development Administration (EDA). If accepted by the Board, the grant funding would be included in over \$4 million in funding for the project. Other funding includes grants from the Gold LEAF Foundation, the NC Tobacco Trust Fund, NC Ag Development Trust Fund, the American Rescue Plan, Opportunity Appalachia, an appropriation from the State Legislature and \$500,000 which was pending from the Appalachian Regional Commission. Dr. Hamilton stated that the Town of Boone would be holding a public hearing on October 25, 2023, at which time a formal request would be made to the Town for water/sewer for the project.

Dr. Hamilton presented a proposed Request for Proposals (RFP) for the High Country Kill and Chill Slaughter Plant Management and Operation. Chairman Turnbow requested Dr. Hamilton make a presentation for the County Economic Development Commission (EDC) and stated that local food security was important. Commissioner Russell stated that the RFP was a great idea and asked if holding a public hearing would be a good way to get information out to the public. Commissioner Eggers commended Dr. Hamilton on the fundraising efforts. Dr. Hamilton stated that the Food Hub had sold almost \$4 million since starting. Vice-Chairman Wallin stated that the Food Hub was featured by the North Carolina Association of County Commissioners (NCACC) and other counties were observing the program closely.

Chairman Turnbow requested the County Attorney review the RFP and bring it back to the Board for approval. Dr. Hamilton stated that the RFP did include general terms that would guarantee service to local farmers. Commissioner Castle stated that RFP's contained terms that would require certain things to be compatible. Commissioner Eggers stated that the RFP gives confidence.

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to accept the grant from the Department of Commerce's Economic Development Administration (EDA) in the amount of \$817,558.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Castle, seconded by Vice-Chairman Wallin, moved to adjourn the meeting at 7:50 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 OCTOBER 17, 2023, 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:

WAMY'S RENTAL REPAIR PROGRAM PROPOSAL

MANAGER'S COMMENTS:

Representatives from WAMY will present a rental repair program for the Board's consideration. Total cost of the program would be \$86,250 with \$75,000 for repairs and \$11,250 for WAMY administrative fees. Funds would come from the administrative contingency to cover the cost of the program.

Staff seeks direction from the Board.

Watauga County Rental Repair Program Request

General Information	
Amount Requested	\$86,250.00
Date of Request	8/25/2023
Organization Name	WAMY Community Action, Inc.
Organization Address	225 Birch Street, Suite 2, Boone, NC 28607
Tax ID #	56-0816296
Primary Contact/Title	Sarah Freer, Grant Writer
Primary Contact Phone	828-264-2421 ext. 110
Primary Contact Email	sarah@wamycommunityaction.org
Secondary Contact/Title	April Beck, Housing Director
Secondary Contact Phone	828-264-2421 ext. 303
Secondary Contact Email	april@wamycommunityaction.org

Request Summary:

WAMY proposes a pilot program to:

- Make rental units in the lowest 25 percentile of rental value safer and healthier,
- Keep these units in the rental market, and
- Assist in bringing potential units into the rental market as affordable, safe housing.

The program will be modeled after other WAMY housing repair programs. The goal of this program is to increase the health and safety of at least 19 rental units in Watauga County.

Statement of Need:

Every three years, WAMY Community Action, Inc. completes a Community Needs Assessment to identify the current needs of the service region and tailor programming to meet those needs. The most recent assessment, completed in 2022, revealed that housing is the number one need in our community. A recent study by the UNC School of Government concluded that an additional 1,700 affordable housing units are needed to meet current needs in Watauga County. This shortage places undue stress on low-income families, forces many to live outside the county, is a limiting factor in economic activity in Watauga County, and reduces tax revenue.

Needs identified included affordability, availability, and repair needs. A multi-faceted approach is needed to adequately address the housing crisis in Watauga County. Unfortunately, building safe and affordable housing units costs millions of dollars and can take a long time to complete. For this reason, WAMY's current housing programs focus on addressing repair needs for low-income families. These services help preserve the existing affordable housing stock in a cost-effective manner and on a shorter timeline. In addition, these repairs prevent displacement into an overburdened housing market due to deteriorating conditions.

The current housing conditions in Watauga County leave much to be desired. According to Bowan National Research, 5,137 housing units are over 50 years old, 2,058 of those are rental units. Of those rental units, 482 households currently reside in substandard housing (lacking complete plumbing and/or overcrowding), facing physical health problems, mental distress, and financial hardship as a result. Living in substandard housing can have long-term consequences, including respiratory illnesses, asthma, skin irritations, mental distress, and depression. Furthermore, minor repair issues left unaddressed can quickly escalate into significant health and safety hazards, posing risks to the individuals and families residing in these homes.

Safe and healthy living conditions are essential to a thriving community. Some examples of what may be impacted directly by an individual’s or family’s living conditions include children’s development and academic achievement, the healthcare system, and the workforce.

In the case of the workforce, living in poor-quality homes can lead to a host of health issues, including respiratory diseases, mental health problems, and infectious diseases, all of which can contribute to increased absenteeism at work. Moreover, these conditions often result in poor sleep quality which can lead to reduced productivity, lack of focus, and increased errors on the job. In addition, the stress and anxiety associated with living in such conditions can lead to lower job satisfaction and higher turnover rates. In addition, a lack of adequate housing is a catalyst to a smaller workforce as families are forced to move out of county to find it. Investing in low-income workforce housing repairs not only increases community health, but also strengthens the workforce.

Unfortunately, low-income landlords and tenants are unable to address substandard housing conditions on their own as their limited income is used to meet basic needs such as food, utilities, childcare, transportation, and medical care. Further, there are currently no programs available to help increase the health and safety of these rental units.

Watauga County simply cannot afford to lose any housing units at this time due to deteriorating conditions or risk working families moving out of the County – out of the workforce and out of the economy.

Target Population:

WAMY’s Rental Repair Program would offer services to both low-income landlords and low-income tenants whose rental units have minor critical home repair needs. The program will also focus on serving individuals and families that are in the workforce. For this program, WAMY will utilize the 2023 US Department of HUD income limits which are based on the Area Median Income (AMI). The following income guidelines are higher than many other programs. This will allow for more working-class individuals and families the opportunity to qualify for services. The approved Watauga County limits for 80% AMI that WAMY will use are:

1 Person	2 People	3 People	4 People	5 People	6 People	7 People	8 People
\$47,350	\$54,100	\$60,850	\$67,600	\$73,050	\$78,450	\$83,850	\$89,250

https://www.huduser.gov/portal/datasets/homedatasets/files/HOME_IncomeLmts_State_NC_2023.pdf

Additionally, only units with rental value in the lower 25th percentile with similar size and number of bedrooms shall be considered.

Program Activities:

Interested tenants and/or landlords will complete a simplified version of WAMY's Housing Application. This application will include basic information about the applicant and other occupants, income verification, description of repair needs, and landlord consent for repair work. Should the landlord fall outside of the income guidelines, a financial contribution toward repair costs will be requested.

Once the application is complete, WAMY's housing team will complete a home-visit to further assess the need and capture preliminary photos. After completing the assessment, WAMY staff will procure bids not to exceed \$4,000 for the work from an approved contractors list. If the landlord or tenant knows or is a skilled laborer, accommodations may be made for work to be completed in this manner with approval from WAMY's Housing Director. The contractor will be assigned the job and complete work in a reasonable and timely manner. Once repairs have been completed, WAMY's housing team will revisit the home for final inspection to ensure the work was completed adequately and meets applicable state, county, and municipal codes. In addition, the landlord and tenant will enter into a lease addendum extending the lease to 12 months post repairs that states that the landlord will not raise the rent. A provision in the addendum allows the tenant to leave the lease so long as there is 30 days' notice after the existing lease term. This ensures that both the tenant and landlord benefit and are protected.

WAMY will submit a progress report detailing customer demographics, types of repairs, and number of completed units to the County in April 2024 and a final report in July 2024.

Qualifying Projects:

Qualifying projects will be those which:

- 1) Range in cost between \$500 and \$4000.
- 2) Have direct impact on the health and safety of rental unit occupants.
- 3) Special consideration will be given to units with children and elderly residents.
- 4) Rent payment must remain the same for 12 months following the repair.
- 5) The repaired unit must remain in rental status for two-years following the repair.
- 6) No more than 25% of the funds allocated for Repairs in this proposal can be allocated to any one complex or neighborhood.

Examples of qualifying projects include, but are not limited to, soft spots in flooring, minor plumbing repairs, minor electrical repairs, heating repairs, safe egress (steps, ramps, etc.), accessibility improvements, roofing repairs, mold mitigation, and sewage or septic pump repairs.

Goals/Outcomes:

Through this funding, WAMY will complete housing repairs on at least 20 rental units in Watauga County. The estimated number of individuals impacted by this program is 55. This number

includes both occupants and landlords. Unused funds allocated for Repairs as of June 30, 2024, will be returned to Watauga County along with a prorated amount of allocated Administrative costs.

WAMY’s Rental Repair Program will:

- 1) Promote household health and safety for low-income renters in Watauga County.
- 2) Prevent displacement due to deteriorating living conditions.
- 3) Prevent low-income individuals from entering an overburdened housing market.
- 4) Protect the existing rental housing stock in Watauga County.
- 5) Provide quarterly updates during the term of the project funding.

Budget:

Revenue		
Source	Amount	Notes
Watauga County	\$86,250.00	
Total	\$86,250.00	
Expenditures		
Expenses	Amount	Notes
Repairs	\$75,000.00	Material and Labor costs for at least 20 low-income rental repair projects; each project to range from \$500 to \$4,000
Administrative Cost	\$11,250.00	15% of overall request to cover operation costs
Total	\$86,250.00	

Evaluation Procedures:

WAMY will evaluate each project individually to ensure that the necessary repairs were completed and that clients are safer and healthier in their homes. All repairs shall require applicable building permits and all meet state, county, and municipal codes. Before and after photos are utilized to demonstrate this. In addition, WAMY will complete annual customer satisfaction surveys. These surveys ask various questions concerning quality of case management, how well the program met their needs, how a stabilized housing situation has affected other aspects of life such as employment stability, and if they have noticed a difference in their levels of health and safety. The landlord and tenant will enter into a lease addendum extending the lease to 12 months post repairs that states that the landlord will not raise the rent. A provision in the addendum allows the tenant to leave the lease so long as there is a 30-day notice. This ensures that both the tenant and landlord benefit and are protected.

Promotion Strategy:

WAMY will promote the Rental Repair Program to all potentially eligible landlords and tenants through several channels. Utilizing social media platforms and news articles will account for much of the advertising. In addition, WAMY will meet with applicable non-profits and organizations to discuss the program, benefits, and application process so that they can offer it as a resource to their clientele.

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AGENDA ITEM 6:

PROPOSED RESOLUTION TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

MANAGER'S COMMENTS:

Per the opioid settlement agreement, the attached resolution is required to be adopted by the Board. Ms. Lindsey Sullivan, AppHealthCare, will be present to answer any questions.

Board action is required to adopt the attached resolution to allow for the expenditures of opioid funds consistent with the MOU.

**A RESOLUTION BY THE COUNTY OF WATAUGA
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Watauga County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”);

WHEREAS Watauga County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Watauga County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
 - a. Name of strategy: AppHealthCare High-Impact Opioid Abatement Strategies
 - b. Strategy is included in [Exhibit A](#)
 - c. Item letter and/or number in Exhibit A,
 - i. Strategy 1: Collaborative strategic planning
 - ii. Strategy 2: Evidence-based addiction treatment
 - iii. Strategy 3: Recovery support services
 - iv. Strategy 4: Recovery housing support
 - v. Strategy 7: Naloxone distribution
 - vi. Strategy 8: Post-overdose response team
 - vii. Strategy 9: Syringe service program
 - d. Amounted authorized for this strategy: \$372,294.00
 - e. Period of time during which expenditure may take place:

Start date March 1, 2023 through End date July 1, 2024

- f. Description of the program, project, or activity: This is to provide matching funds required for the Vital Strategies Project, a collaborative three-county project serving Alleghany, Ashe, and Watauga Counties with the above referenced strategies. It is also to provide a Recovery Housing Facility (RHF), a mobile health bus, linkages to care for families with newborns impacted by opioid use disorder, and medication-assisted treatment through the hospital.
- g. Provider: AppHealthCare

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategy is \$372,294.00.

Adopted this the _____ day of _____, 2023.

Larry Turnbow, Chair
Watauga County Board of Commissioners

ATTEST:

Deron Geouque, County Manager

COUNTY SEAL

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AGENDA ITEM 7:

BLUE RIDGE CONSERVANCY LAND DONATION AND CONSERVATION EASEMENT REQUEST

MANAGER'S COMMENTS:

Mr. Eric Hiegl, Blue Ridge Conservancy, will discuss with the Board the donation of property along the Watauga River in Valle Crucis for a new river access. The plan is to add the access to the Watauga River Paddle Trail. It would create 8 acres of publicly accessible land and provide access to the river. The Board may wish to ask Mr. Hiegl what type of future maintenance would be required and potential costs.

Board action is required to accept the donation of the Watauga River property and for the County to provide future maintenance.



**BLUE RIDGE
CONSERVANCY**
SAVING THE PLACES YOU LOVE

PO Box 568
Boone, NC 28607
(828) 264-2511
www.blueridgeconservancy.org

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October 10, 2023

Watauga County Board of Commissioners
814 W. King Street
Boone, NC 28607

Dear Commissioners,

In partnership with Watauga County, Watauga County TDA, State of NC, Tennessee Valley Authority and private donors, Blue Ridge Conservancy (BRC) has created a new public river access in Valle Crucis on the Watauga River. This river access is part of the Watauga River Paddle Trail and was identified in the Boone Area Outdoor Recreation Plan, which was adopted by Watauga County. The access will be open to residents and visitors of Watauga County. It has 31 parking spaces and a handicapped accessible concrete ramp leading to the river. Infrastructure was kept to a minimum to keep future maintenance minimal.

In 2020 BRC purchased 2.5 acres on the Watauga River and in 2021 BRC received the donation of the adjoining 6 acres. The combined 8.5 acres will create this new river access. The property is in Valle Crucis on NC Hwy 194 downstream of Watauga River Rd. BRC's purchase was funded by the Watauga County TDA, the Tennessee Valley Authority and a generous private donation.

As with previous river access projects, BRC will transfer the property to Watauga County, subject to a conservation easement, for permanent ownership. The architecture of the park will match the existing outdoor recreation parks owned by Watauga County.

A second phase of this project is for the riverbank to be sloped back and stabilized along the entire boundary with the river. This will keep the land from eroding into the river, which causes sedimentation in the river. The restoration project is being led by Blue Ridge RC&D. All the necessary funds have been raised to complete this project. The anticipated start time is 2024, therefore it is requested Watauga County allow for the restoration to occur.

BRC has raised the funds for the acquisition and parking lot construction and Blue Ridge RC&D has raised all the funds for the riverbank restoration. The river access will come to Watauga County at no cost.

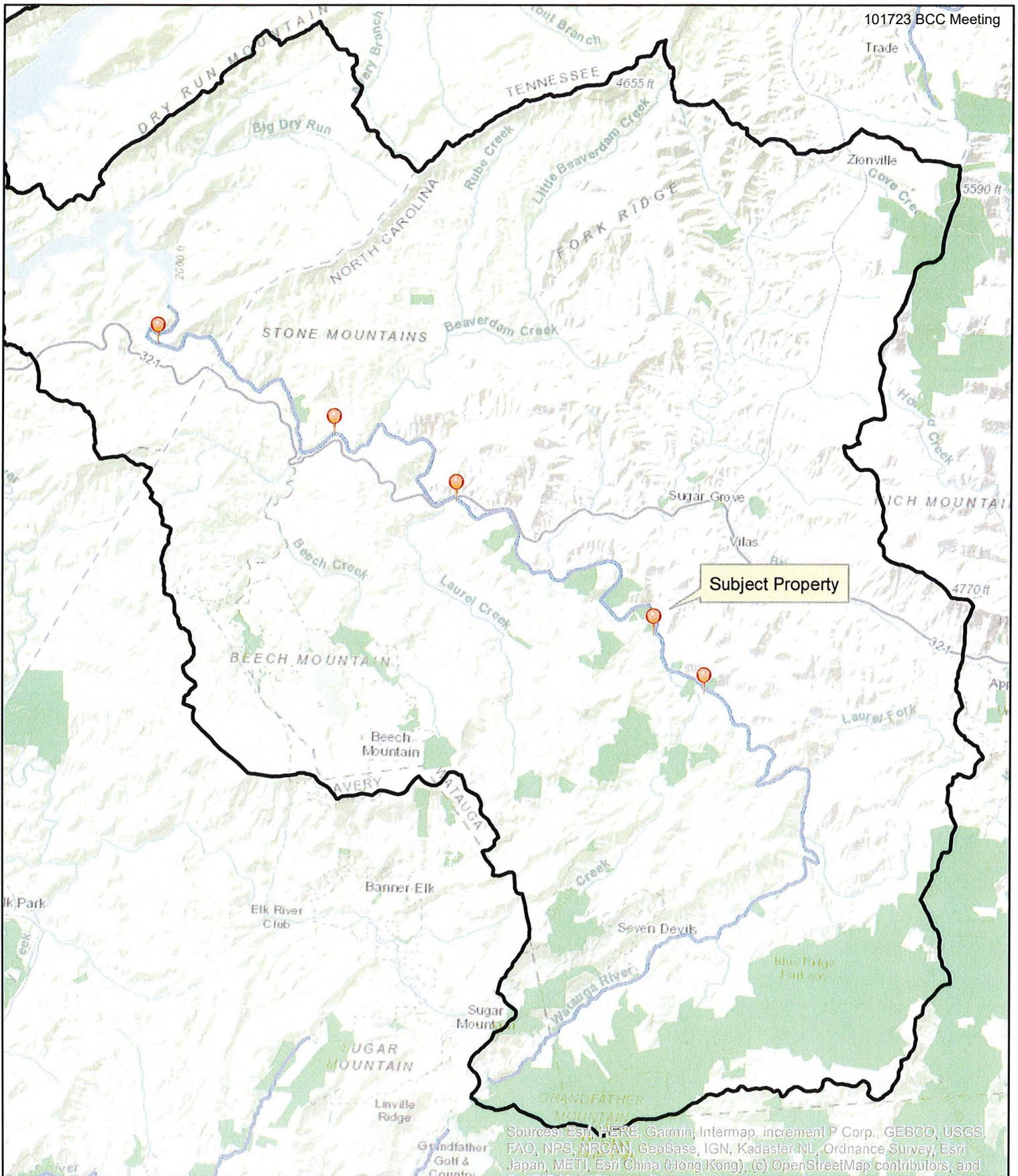
Attached are several documents that outline the project.

Sincerely,

Eric Hiegl




Director of Land Protection & Stewardship

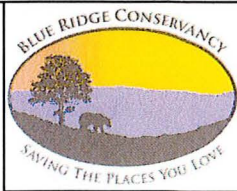




Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and

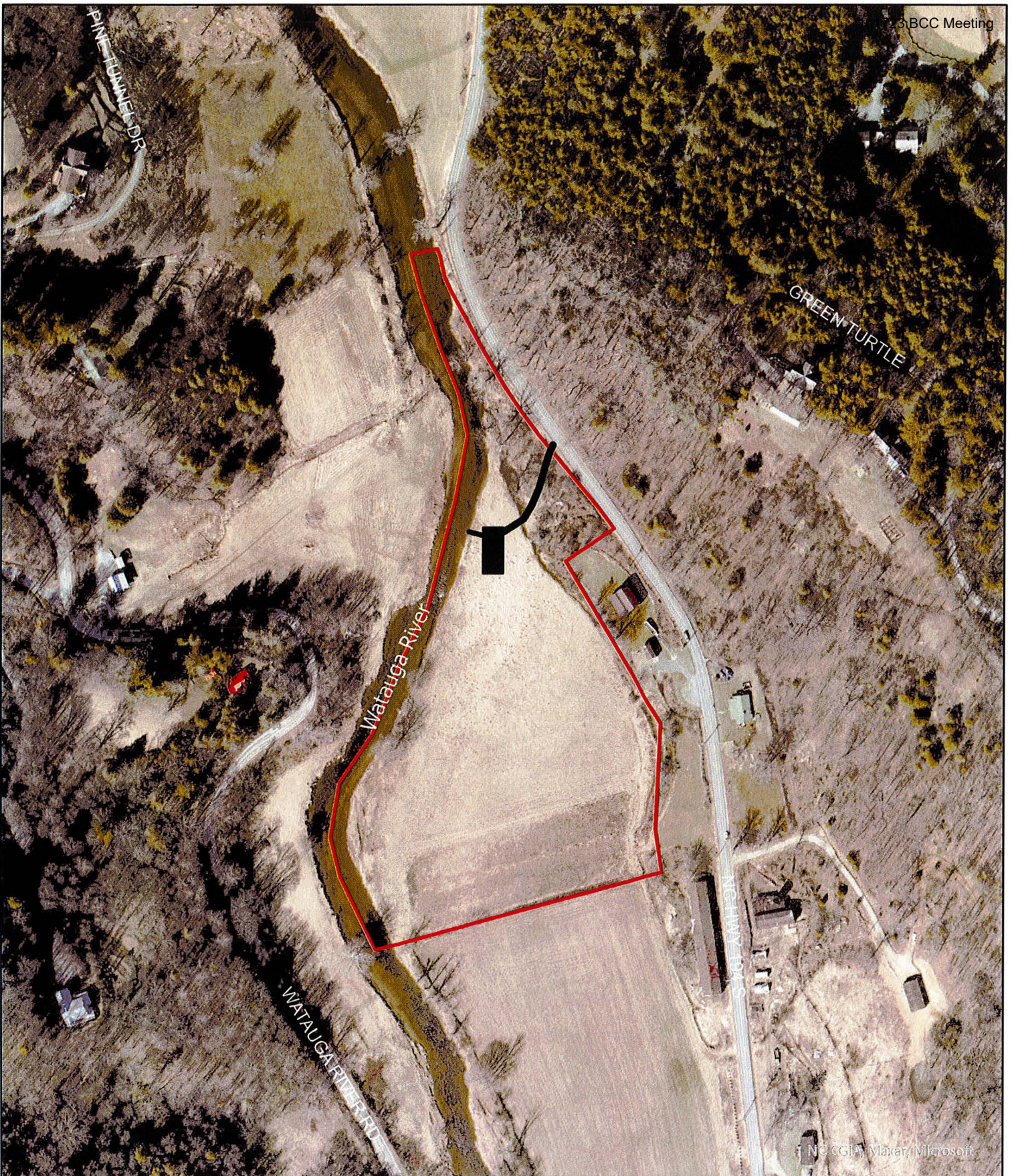
Valle Crucis Watauga River Access

-  Watauga River
-  Watauga River Watershed
-  Conservation Lands
-  River Access
-  Miles
0 1 2



Blue Ridge Conservancy
 PO Box 568
 Boone, NC 28607
 (828) 264-2511

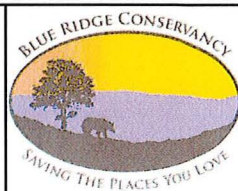
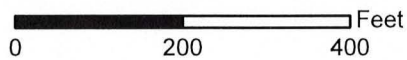
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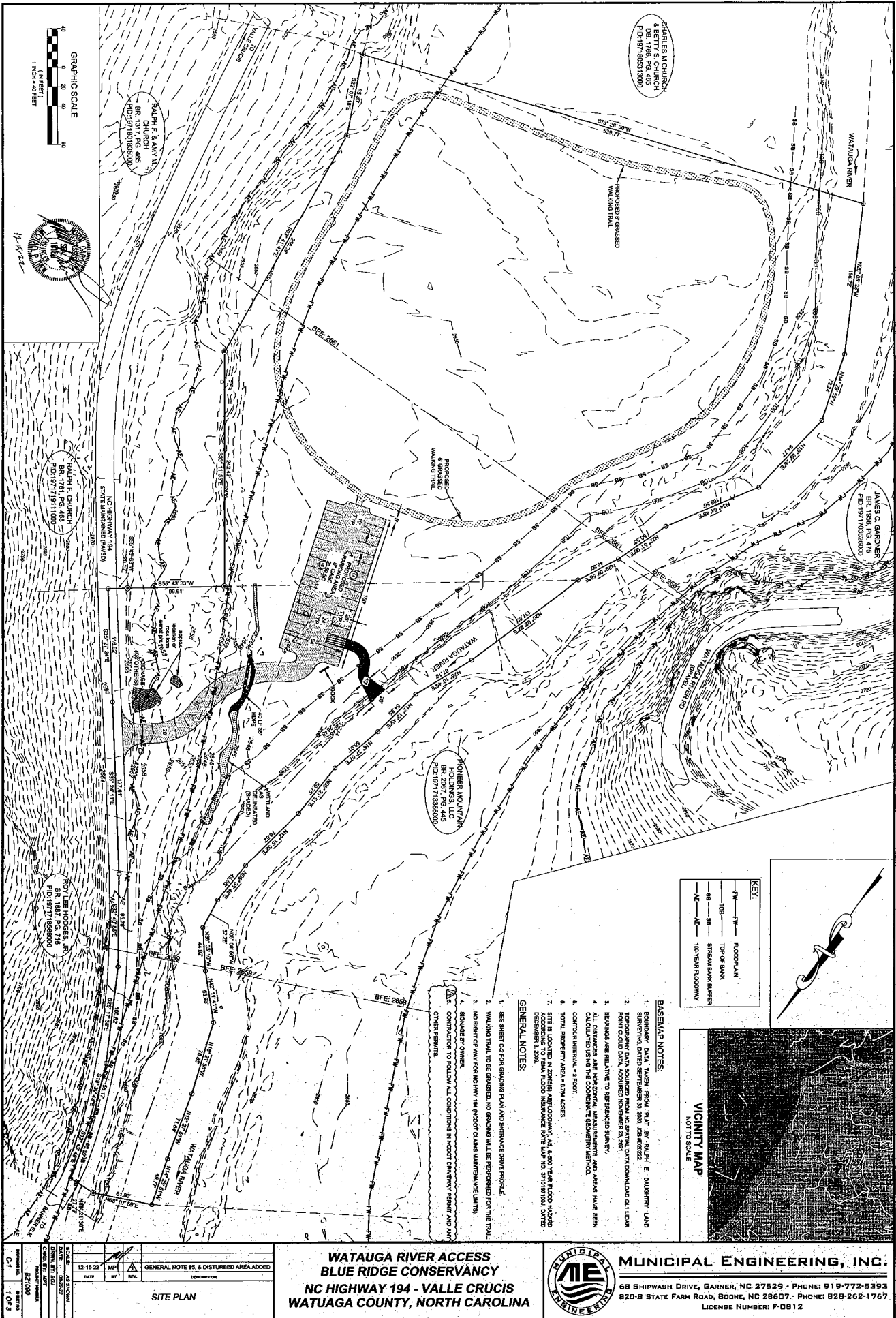
Valle Crucis, NC

River Access

 Project Area



Blue Ridge Conservancy
 PO Box 568
 Boone, NC 28607
 (828) 264-2511
www.blueridgeconservancy.org



DATE: 12-15-22	SCALE: 1" = 40'	GENERAL NOTE #8, 8 DISTURBED AREA ADDED
PROJECT: WATAUGA RIVER ACCESS	NO.:	DESCRIPTION:
OWNER: BLUE RIDGE CONSERVANCY		
DESIGNER: M.E. INC.		
DRAWN BY: [Name]		
CHECKED BY: [Name]		
DATE: 02/20/23		
PROJECT NO: 221000		
SHEET NO: 1 OF 3		

**WATAUGA RIVER ACCESS
BLUE RIDGE CONSERVANCY
NC HIGHWAY 194 - VALLE CRUCIS
WATAUGA COUNTY, NORTH CAROLINA**

MUNICIPAL ENGINEERING, INC.
 68 SHIPWASH DRIVE, GARNER, NC 27529 - PHONE: 919-772-5393
 820-B STATE FARM ROAD, BOONE, NC 28607 - PHONE: 828-262-1767
 LICENSE NUMBER: F-0812

BASEMAP NOTES:

1. BOUNDARY DATA TAKEN FROM "S.A.T." BY RALPH E. DAUGHTERY LAND SURVEYING DATED SEPTEMBER 21, 2020, JOB NO. 2222
2. TOPOGRAPHY DATA SOURCED FROM NC SPATIAL DATA DOWNLOAD ON-LINE POINT CLOUD DATA ACQUIRED NOVEMBER 23, 2021.
3. BENCHMARKS ARE RELATIVE TO REFERENCED SURVEY.
4. ALL DISTANCES ARE HORIZONTAL MEASUREMENTS AND HEIGHTS HAVE BEEN CALCULATED USING THE COORDINATE GEOMETRY METHOD.
5. CONTOUR INTERVAL = 2 FEET.
6. TOTAL PROPERTY AREA = 8.71 ACRES.
7. SITE IS LOCATED IN ZONE III (AGRICULTURAL), 40 & 200 YEAR FLOOD HAZARD ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 270997010L DATED 08/19/2019.

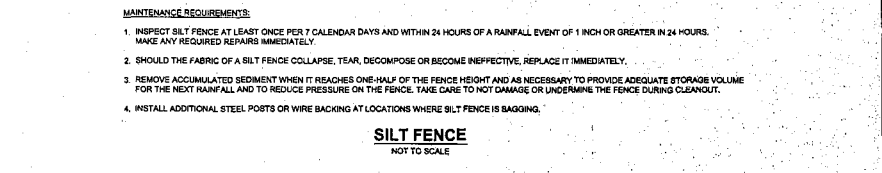
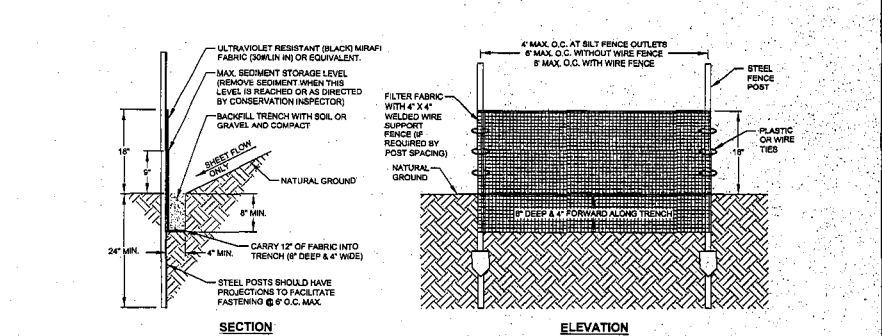
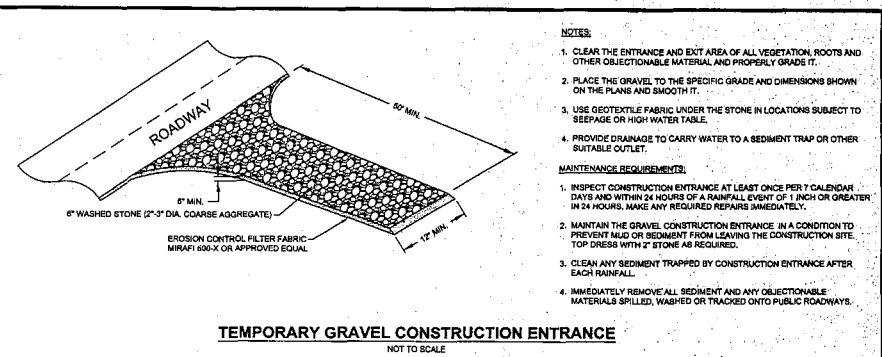
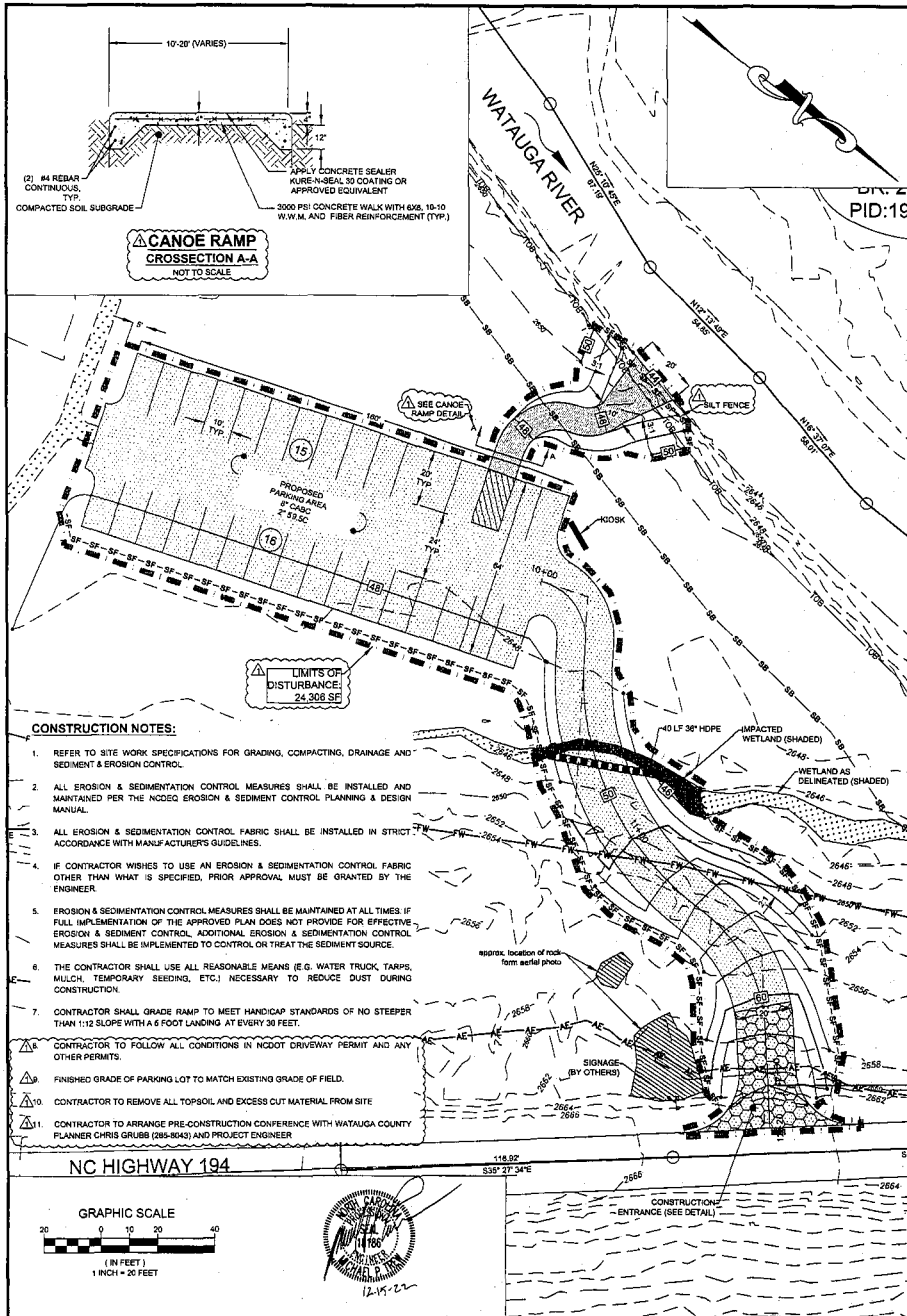
GENERAL NOTES:

1. SEE SHEET C-1 FOR GRADING PLAN AND SERVICE DRAIN MODEL.
2. WALKING TRAIL TO BE GRADED, NO GRASSING WILL BE PERFORMED FOR THE TRAIL.
3. NO HEAVY OR W/AY FOR NC HWY 194 INROAD CLAIM LAMINATE LIMITS.
4. SHOWN BY OWNER.
5. CONCEPTS TO BE SHOWN IN REPORT DRAWING, FIELD AND OTHER DRAWINGS.

KEY:

- FLOODPLAIN
- TOP OF BANK
- STREAM BANK SURFACE
- 100-YEAR FLOODWAY

VICINITY MAP
NOT TO SCALE



MUNICIPAL ENGINEERING, INC.
68 SHIPWARD DRIVE, GARNER, NC 27629 - PHONE: 919-772-5393
820-B STATE FARM ROAD, BOBAC, NC 28607 - PHONE: 828-262-1757
LICENSE NUMBER: F-08172

**WATAUGA RIVER ACCESS
BLUE RIDGE CONSERVANCY
NC HIGHWAY 194 - VALLE CRUCIS
WATAUGA COUNTY, NORTH CAROLINA**

**ENTRANCE PLAN & PROFILE
GRADING AND DRAINAGE PLAN**

SCALE: AS SHOWN
DATE: 08-22
DRAWN BY: SOJ
CHKD BY: APT
PROJECT NUMBER: B21080
SHEET NO.: 2 OF 3

River Restoration Overview **Blue Ridge RC&D**

Background

Blue Ridge Conservancy has recently acquired (2021) an exceptional property for conservation and restoration in the community of Valle Crucis (Watauga Co.) along the mainstem of the Watauga River. The property includes approximately 8.78 acres of undeveloped floodplain with roughly 1,360 linear feet (lf) of "river right" streambank. The Property presents a unique opportunity to improve stream and buffer health in the Watauga Basin, while supporting river access and recreation goals for this conserved land. The River in this section (8-(1)) is currently classified as a "B" with High Quality Water and Trout designations. The section is also actively stocked with Trout by the NC Wildlife Resource Commission.

The Project Reach (1360 lf) suffers from a lack of in-stream structure and grade control, over-widening and incisement in areas, and is lacking sufficient floodplain access further perpetuating degraded conditions. Streambanks are highly eroded. The riparian buffer is generally pasture grass due to past agricultural practices. Thus, detrital inputs, which are so important for in-stream processing and trophic cascade, are lacking in this reach. This is typical for many areas adjacent to the Watauga River and its main tributaries that have been predominated by agricultural practices. The lack of forested buffer also negatively impacts in-stream temperatures and the ability of the River to support its classifications as well as accelerating streambank erosion and sedimentation downstream.

Project Priorities

This project proposes stream restoration and functional uplift for 1,196 lf along the Watauga River. The restoration will be engineered using a reference system approach and integrating Natural Channel Design techniques to restore channel dimension and adjacent floodplain areas and access. Structural components will include J-hook boulder structures to promote vertical and lateral stability in the River reach's meander. Root wad boulder structures are also proposed to mimic reference habitat structures and promote streambank/floodplain stability while riparian and buffer restoration plantings mature.

Sloping and benching is also proposed along the 1,196 lf project reach. Floodplain access is crucial to river stability as storm flows drain from high slope mountainous areas to the flattened Valley floor. In recent years, the frequency and intensity of major flooding events have seemingly increased concurrent with development in the Basin. Providing the River with the ability and space to spread out and slow down will aid in protecting the human and natural environment downstream. This project will increase water storage and infiltration areas, as well as restore the floodplain forest buffer resulting in enhanced floodplain function.

Floodplain forest restoration is proposed for at the project site. This will include planting a variety of native shrub and tree species with reference to the Piedmont/Low Mountain Alluvial Forest as described by the NC Natural Heritage Program. Micro-topography will be maintained as several opportunities exist for enhancing and restoring floodplain pool ecosystems within the greater forest restoration.

Finally, a stormwater wetland area is proposed to manage stormflows generated from the access driveway and gravel parking area. This will function dually to negate any negative impact from access as well as increase the ecosystem diversity of the project site.

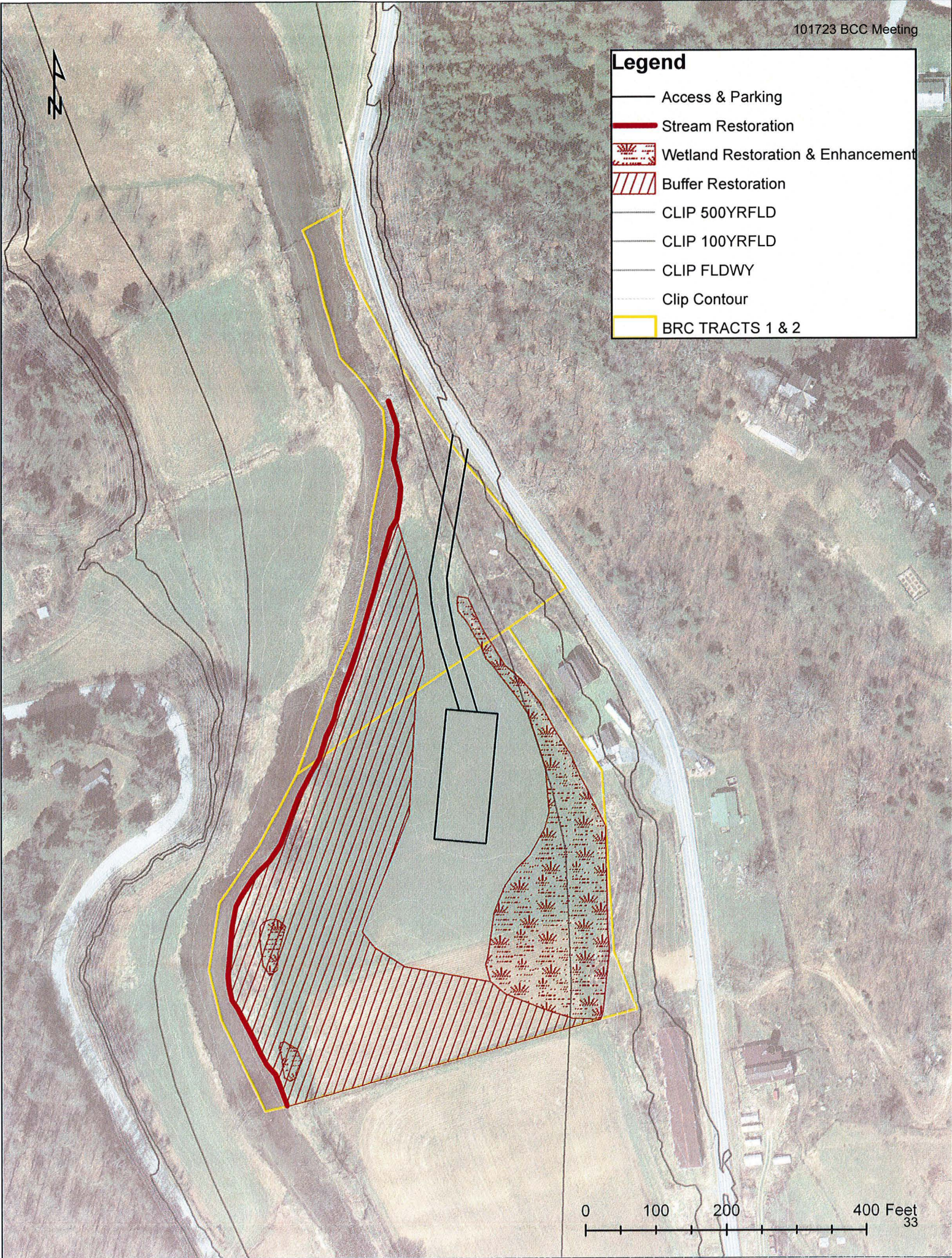
Outcomes

The structure of the forested floodplain will also enhance terrestrial habitat for several rare bird and butterfly species with current populations in the Valley. The proposed project will also permanently restrict any future streamside development near the River.

In-stream and floodplain restoration efforts will compliment river access and recreational use at the Site. In-stream structures provide the opportunity for managed access to the River and promote fly fishing at this location for residents and visitors to the High Country. So little intact forest buffer occurs along the Watauga River at present; the proposed walking path through this restored area will allow visitors to envision a diverse river landscape that includes what once was *along* with the agricultural practices that support the region.

Legend

- Access & Parking
- Stream Restoration
- Wetland Restoration & Enhancement
- Buffer Restoration
- CLIP 500YRFLD
- CLIP 100YRFLD
- CLIP FLDWY
- Clip Contour
- BRC TRACTS 1 & 2



0 100 200 400 Feet
33

DEED OF CONSERVATION EASEMENT

NOTE: THIS DOCUMENT REQUIRES NOTICE UPON TRANSFER OF THE PROPERTY:

Prepared by and after recording return to: Blue Ridge Conservancy, P.O. Box 568, Boone, NC 28607

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

Tax Parcel No. 1971-71-6390-000 & 1971-70-6871-000

This **DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is made on this ____ day of _____, 2023, by and between the WATAUGA COUNTY ("Landowner"), whose address is 814 W. King Street, Boone, NC 28607, and BLUE RIDGE CONSERVANCY, ("Conservancy"), a non-profit North Carolina corporation whose address is P.O. Box 568, Boone, NC 28607, (referred to jointly as the "Parties").

RECITALS

A. Landowner is the sole owner in fee simple of certain real property (inclusive of all mineral and hydrocarbon rights) in Watauga County, North Carolina, described in Exhibit "A," attached hereto and incorporated by reference (the "Property").

B. Conservancy is a non-profit corporation established for the conservation and protection of land in its natural, scenic, and open space condition and for protection of water quality and other scientific, educational, charitable and aesthetic purposes, is a tax exempt public charity under Sections 501(c)(3) and 509(a)(2) of the Internal Revenue Code, and authorized by the laws of the State of North Carolina to accept, hold, and administer conservation easements, possesses the authority to accept, is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" and "eligible donee" within the meaning of Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder, with the commitment and resources to enforce the terms of this Conservation Easement over perpetuity. Conservancy is accredited with the Land Trust Accreditation Commission, a national accreditation program sponsored by the Land Trust Alliance.

C. Landowner and Conservancy recognize the special character of the Property and share the common purpose of conserving those certain values of the Property (the "Conservation Values"), as listed in the Baseline Report (defined in Article I Paragraph D below and also as summarized in sub-paragraphs (1) through (5) of this Recital Paragraph. By conveyance of this Conservation Easement to Conservancy, Landowner intends to: (i) conserve the character and Conservation Values of the Property; (ii) continue certain land-use patterns that do not impair the character or Conservation Values of the Property; and (iii) prohibit certain development activities on the Property. Immediately below is a list of the Conservation Values of the Property:

1. Recreation or Education [Reg. § 1.170A-14(d)(2)]. The Property will be made widely available to the general public for non-motorized recreational use to access the Watauga River and potentially for occasional educational programs for the benefit of the public. Anticipated grass hiking paths will enhance the existing recreational networks of Watauga County by providing additional recreational opportunities for the public.
2. Open Space [Reg. § 1.170A-14(d)(4)]. The Property qualifies as open space because it will be preserved for the scenic enjoyment of the general public, it is pursuant to clearly delineated federal, state or local governmental conservation policies, and it will yield a significant public benefit.
 - a. Scenic Enjoyment. The Property adds to the scenic character of the local rural landscape in which it lies, and provides a degree of openness, contrast and variety to the overall landscape. The Property is visually accessible to the general public from NC Hwy 194 (aka Mission Crossing), a designated NC Scenic Byway, and the Watauga River, which are open to and actively used by residents of Watauga County and the State of North Carolina. The terms of the Conservation Easement do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the land.
3. Clearly Delineated Governmental Conservation Policies. Conservation of the Property is promoted by the following local, state, and federal governmental policies, including the goals and policies of Watauga County, and the laws and regulations of the locality, State of North Carolina, and the United States support conservation of the Property relative to its scenic, wildlife habitat, agricultural heritage, and natural area values. Landowner and Conservancy further recognize the scenic, aesthetic, and open space values of the Property in its present state, the preservation of which is pursuant to federal, state, and local government policy as evidenced by:
 - a. Local Conservation Policies:
 - i. The Boone Area Outdoor Recreation Plan, adopted by the Watauga County Board of Commissioners, identifies Valle Crucis as a location for a river access on the Watauga River Paddle Trail. The plan created an initiative to develop a formal paddle trail on the Watauga River to provide a series of legal and safe areas for the public to access the river.
 - b. Statewide Conservation Policies:
 - i. Article XIV Section 5 of the Constitution of the State of North Carolina which states that: “It shall be the policy of the State to conserve and protect its lands and waters for the benefit of all its citizenry, and to this end it shall be a proper function of the State of North Carolina and its political subdivisions to acquire and preserve park, recreational, and scenic areas, to control and limit the pollution of our air and water, and in every other appropriate way to preserve as a part of the common heritage of this state its forests, wetlands, estuaries, beaches, historical sites, open lands, and places of beauty;”
 - ii. North Carolina General Statute (N.C.G.S.) §113A-240(a), which states that: “It is the intent of the General Assembly to continue to support and accelerate the State’s programs of land conservation and protection, to find means to assure and increase funding for these programs, to support the long-term management of conservation lands acquired by the State, and to improve the coordination, efficiency, and

implementation of the various State and local land protection programs operating in North Carolina;”

- iii. The State of North Carolina has authorized the creation of conservation easements pursuant to the terms of the North Carolina Conservation and Historic Preservation Agreements Act, N.C.G.S. §121-34 *et seq.*, which provides for the enforceability of restrictions, easements, covenants or conditions “appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming, or forest uses,” and which provides for tax assessment of lands subject to such agreements “on the basis of the true value of the land and improvements less any reduction in value caused by the agreement”; and Landowner and Conservancy wish to avail themselves of the provisions of that law.
 - iv. The Watauga River Basinwide Water Quality Management Plan enacted by the State of North Carolina for the purpose of protecting water quality, public water supplies, significant wetlands and natural areas within the Watauga River Basin;
 - v. The Uniform North Carolina Conservation and Historic Preservation Agreements Act, North Carolina General Statute 121-34 *et seq.*, which provides for the enforceability of restrictions, easements, covenants or conditions “appropriate for retaining in land or water areas predominantly in their natural, scenic, or open condition or in agricultural, horticultural, farming or forest use,” and which provides for tax assessment of lands subject to such agreements “on the basis of the true value of the land and improvement less any reduction in value caused by the agreement;”
4. The Property qualifies in its present condition as “...the preservation of land areas for outdoor recreation by, or the education of, the general public,” as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(i), as amended, and in regulations promulgated thereunder.
5. Significant Public Benefit. The Property’s unique recreational and scenic qualities are important to the local and regional landscape and provides natural resources that attract tourism and commerce to the area. It is located in the community of Valle Crucis where there is a foreseeable trend of development in the vicinity of the Property. The Property provides relief from residential development in Valle Crucis which is experiencing population growth and placing pressure on remaining open landscapes and natural resources in the area. There is a strong likelihood that development of the Property would contribute to degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its recreational and scenic values. This Conservation Easement will also increase the amount of privately conserved land in Valle Crucis and Watauga County, an area currently identified by the Conservancy as a high priority for protection in the Conservation Plan adopted by the Board of Trustees in 2021.

TO ACHIEVE THESE PURPOSES, Landowner, for and in consideration of the premises and the mutual benefits recited herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, hereby unconditionally and irrevocably gives, grants and conveys unto Conservancy, its successors and assigns, in perpetuity, for the benefit of the people of North Carolina, and Conservancy hereby accepts, this Conservation Easement in, over, through, under and across the Property (inclusive of all mineral and hydrocarbon rights), together with the right to conserve, defend, and protect the Conservation Values and character of the Property as described in the Recitals herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties mutually agree as follows:

ARTICLE I

PURPOSE, DURATION, AND BASELINE DOCUMENTATION OF CONSERVATION EASEMENT

- A. **Acknowledgement of Purpose and Intent.** As a guide to the interpretation and administration of this Conservation Easement, the Parties, for themselves, and for their successors and assigns, expressly declare their agreement and dedication to the following purpose and intent:
1. **Purpose.** The purpose of this Conservation Easement is to protect the Property's Conservation Values in perpetuity in accordance with Internal Revenue Code §170(h), Treasury Regulation § 1.170A-14, and N.C.G.S. §121-34 *et seq* ("Purpose"). This includes to prevent any use of the Property that will significantly impair or interfere with the preservation of said Conservation Values as determined by Conservancy in its sole discretion. Landowner intends that this Conservation Easement shall restrict the use of the Property to such activities as are consistent with the Conservation Values of the Property as described in the Recitals herein. The Parties hereto recognize and agree that the reserved rights of Landowner described herein are consistent with such Conservation Values and purposes. Any use of, or activity within, the Property not reserved in Article IV and not consistent with the purpose of this Conservation Easement or which materially threatens the purpose of this Conservation Easement as determined by Conservancy in its sole discretion, is prohibited.
 2. **Intent.** The intent of the Parties is to permit acts on and uses of the Property that are consistent with the Purpose and to restrict or prohibit acts on and uses of the Property that are not consistent with the Purpose ("Intent"). In this Conservation Easement, "consistent with the Purpose" shall mean acts on and uses of the Property that have a positive impact, net neutral impact, or no impact on the Conservation Values as determined by Conservancy in its sole discretion.
- B. **Conveyance of Easement.** Landowner hereby voluntarily grants and conveys to Conservancy, and Conservancy hereby voluntarily accepts, this Conservation Easement, an immediately vested interest in real property, in perpetuity. The terms and conditions of this Conservation Easement run with the land and are binding upon Landowner and Conservancy and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom, must comply with all terms and conditions of this Conservation Easement.
- C. **Duration.** This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Conservancy against Landowner, Landowner's heirs, successors, lessees, agents, and licensees and any trespasser or third party violating its terms.
- D. **Baseline Document.** The character, Conservation Values and land use patterns of the Property are set forth in the McLendon Property Conservation Easement Baseline Documentation Report, (the "Baseline Report"), which includes without limitation, reports, maps, photographs and other documentation that the Parties agree provide an accurate representation of the Property at the time of the grant of this Conservation Easement, and which is intended to serve as a baseline for monitoring compliance with the terms of this Conservation Easement. The Baseline Report is maintained in Conservancy's office and is incorporated herein by this reference.

ARTICLE II RIGHTS OF CONSERVANCY

To fulfill the Purposes of this Conservation Easement, Landowner hereby conveys to Conservancy a property right and interest in the form of this Conservation Easement, which immediately vests with Conservancy (as agreed in Article I herein), and includes the following affirmative rights:

A. All development rights deriving from the Property in any way (“Conservancy’s Development Rights”), except those expressly reserved by Landowner in Article IV of this Conservation Easement. The Parties agree that Conservancy’s Development Rights shall be held by Conservancy in perpetuity in order to fulfill the Purposes of this Conservation Easement, and to ensure that such rights are forever released and terminated as to Landowner. Such Development Rights shall not be utilized by Conservancy on or off of the Property;

B. The right to preserve and protect the Conservation Values in perpetuity;

C. The right to enter upon the Property at least annually at times agreed to mutually by Landowner and Conservancy to inspect the Property thoroughly, to monitor Landowner’s compliance with, and otherwise enforce the terms of this Conservation Easement; provided that such entry shall not unreasonably interfere with Landowner’s use and quiet enjoyment of the Property, with the exception that no notice by Conservancy to the Landowner prior to entry onto the Property shall be required in the event Conservancy believes that immediate entry upon the Property is essential to prevent or mitigate a violation of the Conservation Easement;

D. The right, as an interest owner in the Property, to prevent or enjoin Landowner or third parties (whether or not invitees of Landowner) from engaging in any activity or use of the Property that is inconsistent with the Purposes of the Conservation Easement; and the right to require Landowner or third parties, as may be responsible, to restore such areas or features of the Property that are damaged by any activity or use inconsistent with the Purposes and terms of this Conservation Easement, subject to the qualifications of Article VI. herein;

E. To place and maintain on the Property a sign or signs indicating that a conservation easement is held by Conservancy on the Property. The size of the sign and the location, design and content of such signs shall be mutually agreed to by Conservancy and Landowner and shall be in accordance with applicable signage regulations and the terms of this Conservation Easement. Conservancy shall be responsible for the maintenance of any such signs.

F. The right, as an interest owner in the Property, to receive notification from and join Landowner as a party to any condemnation or eminent domain proceedings affecting the Property (as described in Article VIII), or to any leases, surface use agreements, damage agreements or rights-of-way that may be proposed, granted or required hereafter as a result of mineral development or other activities with the potential to impact the surface of the Property or its Conservation Values; and

G. Any other rights that the Parties may mutually agree upon that are consistent with the Purposes of the Conservation Easement, including adding additional Purposes or defining additional Conservation Values.

ARTICLE III RESERVED RIGHTS OF LANDOWNER

Landowner reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights and obligations accruing from its ownership of the Property, including the right to engage in activities and uses of the Property not prohibited herein and that are consistent with the Purposes of the Conservation Easement, pursuant to IRC §170(h)(4) and N.C.G.S. §121-34 *et seq.* Landowner, in accordance with their property rights, reserves to themselves, their heirs, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that exist on the date of this Conservation Easement that are not expressly prohibited or restricted herein and do not significantly impair or interfere with the Conservation Values of the Property as set forth in the Recitals hereinabove. Without limiting the generality of the foregoing, Landowner

expressly reserves for himself, his heirs, successors and assigns, invitees and licensees the right of quiet enjoyment of the Property.

ARTICLE IV PROHIBITED AND PERMITTED ACTIVITIES

Subject to Landowner's reserved rights set forth herein, the Property shall be maintained in its current natural, forested, open space and agricultural condition and shall be restricted from any development or use that would impair or interfere with the Conservation Values of the Property. Any activity on or use of the Property not consistent with the purposes of this Conservation Easement as determined by Conservancy in its sole discretion is prohibited; provided, however, that all rights reserved by Landowner hereunder are considered to be consistent with the conservation purposes of this Conservation Easement and require no prior notification to or approval by Conservancy unless expressly provided hereunder.

Notwithstanding the foregoing, the Landowner and Conservancy have no right to agree to any activity that would result in the termination of this Conservation Easement or would cause it to fail to qualify as a "qualified conservation contribution" as described in Sections 170(h) and 2031(c)(8)(B) of the Internal Revenue Code, or any regulations promulgated thereunder. Additionally, all such activities must be conducted in a manner consistent with the Conservation Purposes of this Conservation Easement. Any activity permitted on or about the Property that is not primarily for agricultural purposes, timber management, recreation, wildlife management or other purposes specifically reserved herein, must be limited to *de minimis* uses and access to the Property and shall not be inconsistent with the Conservation Purposes or impair the Conservation Values herein established or violate the standard set forth in Section 2031 (c)(8)(B) of the Internal Revenue Code.

Conservancy makes no representation that the Property is suitable for any of the reserved activities and uses, or that the exercise of any reserved rights is or shall be permitted under any local, state or federal law or regulation.

Without limiting the generality of the foregoing, the following activities and uses on the Property are expressly prohibited, restricted, allowed, permitted or reserved to Landowner, as specified herein:

A. Industrial and Commercial Use. Industrial or commercial use of the Property, including and any right of passage, access, ingress, egress and regress to, from and across the Property for such purposes is prohibited.

B. Division and Development Rights. The Property currently consists of two (2) tracts as described in Exhibit "A" and the Baseline Report. There shall be no further subdivision of the Property. Landowner may not divide or subdivide (including *de facto* subdivision) the Property further. At all times the Property shall be owned as a single parcel subject to this Conservation Easement. Ownership of the single parcel by joint tenancy or tenancy in common is permitted; however, actions to partition or condominiumize the Property are prohibited. Any future conveyance of the fee simple interest in the Property shall be subject to this Conservation Easement.

With the exception of activities permitted under Article IV, Landowner conveys to Conservancy all development rights deriving from the Property in any way, that are now or hereafter allocated to, implied, reserved or inherent in the Property, including residential, commercial, or any other building rights, mineral rights including oil and gas rights, airspace rights, access rights, or rights claimed from ownership, possession, or lease interests in or associated with the Property ("Conservancy's Development Rights"), which shall be held by Conservancy in perpetuity in order to fulfill the Purposes of this Conservation Easement, and to ensure that such rights are forever released and terminated as to Landowner. Such Development Rights shall not be utilized by Conservancy on or off of the Property. The Parties agree that such Development Rights are terminated and extinguished as to Landowner, and may not be used on or transmitted to any portion of the Property, as it now or hereafter may be bounded or described, or to any other property. Further, no Development Rights encumbered, held, or extinguished by this Conservation Easement shall be transferred

to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

C. Agricultural Use. Agriculture, grazing, horticultural, and animal husbandry operations and any rights of passage for such purposes are prohibited on the Property.

D. Timber Harvest and Other Forest Management. Timber harvest, timber management, forest management, forestry operations and any rights of passage for such purposes are prohibited on the Property except as permitted by this Conservation Easement.

E. Development, Use, Improvements, and Restrictions. Except as expressly provided herein, any residential use or any construction or reconstruction is prohibited. The construction, location, relocation or expansion of any structures or improvements (defined as permanent or temporary structures or other physical, human-introduced development of or on the Property) is prohibited on the Property. Except as expressly provided herein, no building, facility, mobile home, antenna, tower, structure, satellite, cell, radio or other telecommunications tower or means of access shall be constructed or placed on the Property after the date of this Conservation Easement.

1. Parking Area and River Access. Landowner has heretofore designated approximately two (2) acres within the Property where Landowner shall be permitted to build, maintain, alter, improve, and replace a Parking Area with a driveway for ingress and egress, one (1) River Access from the Parking Area to the Watauga River, picnic tables, picnic pavilion, trash receptacles and hiking trail (the "Structures"). The area impacted will be contained within an area no greater than two (2) acres and will be located as shown on Exhibit B (the "Building Envelope"). Construction or replacement of said Parking Area and River Access requires notification to Conservancy as set forth in Article V.
2. Bathroom and Picnic Pavilion. Landowner shall be permitted to build, maintain, alter, improve, and replace one (1) Bathroom facility and one (1) Picnic Pavilion on the Property. Allowed facilities shall not negatively impact the Conservation Values of the Property. Construction of facilities requires prior approval from the Conservancy as set forth in Article V.
3. Utility Services. The installation of or granting of easements and rights-of-way for utilities, utility lines, and other technological infrastructure for permitted Structures requires prior approval from the Conservancy and as permitted by easements or rights-of-way existing prior to the grant of this Conservation Easement, and as follows:

Installation, maintenance, repair, replacement, removal and relocation of electric, gas, and water facilities, sewer lines or other public or private utilities, including telephone or other communication services over or under the Property for the purpose of providing electrical, gas, water, sewer, or other utilities ("Utility Improvements"), may be repaired or replaced with an improvement of similar size and type at their current locations on the Property without further permission from Conservancy. Utility Improvements and easements for Utility Improvements may be enlarged or constructed on the Property, subject to the restrictions below and provided that they are consistent with Purpose.

Renewable energy generating systems, including but not limited to wind, solar, geothermal, are allowed for the purpose of generating energy for the permitted Structures on the Property. Renewable energy sources must be built and maintained in accordance with any local zoning ordinance and applicable state and federal law. Renewable energy sources must be built and maintained within the Building Envelope, consistent with the Purpose and in accordance with this Paragraph of the Conservation Easement. Excess power generated in the operation of renewable energy structures and associated equipment or other energy structures may be sold, conveyed, or credited to a provider of retail electric service to the extent permitted by North Carolina law.

Utility Improvements shall be located underground to the extent practicable to serve permitted Structures, and as otherwise permitted herein, and the right to grant easements over and under the Property for such purposes, is permitted without prior approval of Conservancy, however, Landowner shall provide Conservancy sixty (60) days prior written notice by certified mail of such activities. To the greatest extent possible, the installation of utility services shall follow, or be within, the right of way of the driveways and roads established for ingress and egress to the permitted Building Envelopes and Structures.

4. Signage. Placement of any signs, billboards, or outdoor advertising of any kind on or over the Property is prohibited. Notwithstanding the above, (i) Landowner may erect and maintain informational signage, including without limitation signs indicating the name of the Property and its ownership by Landowner, boundary markers, directional signs, memorial plaques, informational and interpretive signs, and signs limiting access or use, and (ii) Conservancy, after consultation with Landowner, may erect and maintain signs designating the Property as land under the protection of Conservancy; provided in each case that the placement, number, and design of such signs are consistent with the Conservation Values of the Property.

F. Natural Resources

1. Natural Resource Restoration and Enhancement Activities. Notwithstanding any terms contained within this Conservation Easement, Landowner may engage or contract others to engage in any activity designed to repair, restore, or otherwise enhance the natural resources found or once present on the Property, so long as such uses are consistent with the Conservation Values as determined by Conservancy in its sole discretion.
2. Dumping. Any type of landfill or permanent accumulation or dumping of trash, refuse, junk, or hazardous or toxic materials is forbidden on the Property. There shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredged spoils, nor shall activities be conducted on the Property that could cause erosion or siltation on the Property. Landowner and Conservancy recognize that illegal dumping of refuse by third parties can occur and Landowner shall remove such material within 60 days through specific collection or routine clean-ups. Conservancy retains the right but not the obligation to remove said materials in cooperation with or on behalf of Landowner. Land application of domestic septic effluent or municipal, commercial or industrial sewage sludge or liquid generated from such sources is prohibited.
3. Mineral Use, Mining, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling on, across, above, or below the Property; and there shall be no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Property except for permitted activities in this Conservation Easement. Notwithstanding the foregoing, no activity expressly permitted by this Article shall be inconsistent with the Conservation Values, as determined by the Conservancy at its sole discretion, of the Property. If permitted activities are undertaken, restoration of the impacted area shall occur in conformance with Treasury Regulations §1.170A-14(g)(4)(i) within 60 days.
4. Extinguishment of Gas, Oil, Mineral and Hydrocarbon Rights. All of Landowner's gas, oil, mineral, and hydrocarbon rights are hereby transferred to Conservancy per Paragraph 3 above and extinguished as to Landowner, thereby prohibiting any mining, drilling or other such activities on the Property in perpetuity. In the event that any mineral rights are found to have been severed and held by other than Landowner, and said owner(s) seek(s) to exercise said rights on, under or within the Property, Landowner hereby agrees, to the extent possible, to supervise said mineral extraction with the intent

of protecting any and all Conservation Values, as well as the topography of the Property from irreparable harm.

5. Passive Recreational Activities. Hiking, non-motorized and other similar passive recreational activities by Landowner and invitees, licensees and lessees subject to all federal, state and local laws and regulations are allowed; provided; however, that all such activities must be conducted in a manner consistent with protecting the Purpose of this Conservation Easement and are limited to *de minimis* access to and uses of the Property and shall not violate the standard set forth in Section 2031(c)(8)(B) of the Internal Revenue Code. Commercial hunting, fishing, and trapping are prohibited; however, trapping for wildlife management or for other management purposes such as pest control is allowed. Passive recreation refers to recreational activities that do not require prepared facilities like sports fields, courts, buildings or similar types of facilities. Passive recreational activities place minimal stress on a site's resources; as a result, they can provide ecosystem service benefits and are highly compatible with natural resource protection. Landowner may construct recreational improvements on the Property with prior written permission of the Conservancy. Recreational improvements are improvements used for passive recreational activities that do not include any permanent utilities and/or septic systems. Recreational improvements must be consistent with the Conservation Purposes of the Conservation Easement. Landowner shall be permitted to develop, construct and maintain unpaved, permeable trails on the Property. Said trail tread shall not exceed five (5) feet in width and shall be constructed in a manner that minimizes erosion and the impact to the natural and hydrologic features of the Property, and is consistent with protecting the Conservation Values of the Property. Landowner must obtain Conservancy's written permission for any new trail construction or for any improvements to existing trails that involve replacing, widening, extending, or significantly altering the surface of the trail.
6. Vegetation Management. Landowner may cut and remove grass and other vegetation and perform routine maintenance and upkeep consistent with the Purpose of this Conservation Easement. Landowner may remove trees and vegetation for, trail and road maintenance, management of non-native vegetation, tick and insect control, preservation of vistas, construction of permitted Structures, to prevent personal injury and property damage or otherwise to preserve the Property in a condition consistent with the purposes of this Conservation Easement. Landowner may allow wildfires to burn on the Property and conduct controlled burns as appropriate to maintaining long-term ecosystem health. Conservancy retains the right, but not the obligation, at Conservancy's sole risk and expense, to control, manage or destroy exotic non-native species or invasive species of plants and animals that threaten the conservation values of the Property. Conservancy shall obtain Landowner's permission prior to implementing control activities.
7. Water Resources. Landowner shall not intentionally pollute surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be conducted on the Property that would be detrimental to water purity or that could alter the natural water level or flow in or over the Property by the Landowner. There shall be no alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies on the Property. Creation of dikes, dams or the draining, filling or removal of wetlands is prohibited. It is the intent of the parties to maintain and protect the water resources and water quality running on, or through the Property, by minimizing actions detrimental to these Conservation Values. Any accidental or trespass impact to water resources shall be mitigated as a violation pursuant to Article IV herein.

ARTICLE V

- A. Approval. Conservancy's consent for activities otherwise prohibited or requiring such consent in this

Conservation Easement may be given in Conservancy's sole discretion according to Conservancy's determination of whether an activity will damage the Conservation Values or be otherwise inconsistent with the terms and Purposes of this Conservation Easement, under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the prohibited activities listed in Article IV are deemed desirable by both Landowner and Conservancy, Landowner may request prior written approval from Conservancy. If, under the terms of this Conservation Easement, approval is required for permitted activities, Landowner may request prior written approval from Conservancy. Such requests for approval shall describe the proposed activity in sufficient detail to allow Conservancy to judge the consistency of the proposed activity with the Purpose of this Conservation Easement. Conservancy may give written Approval only if Conservancy determines that such activities (i) are consistent with the Purpose of this Conservation Easement, (ii) either enhance or are consistent with the Conservation Values associated with the Property, and (iii) do not confer an impermissible private benefit to the Landowner. Notwithstanding the foregoing, Conservancy and Landowner have no right or power to agree to any use or activity that would result in the termination or extinguishment of this Conservation Easement.

In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Within sixty (60) days after receipt of notice, a written notice of approval or disapproval shall be provided to Landowner.

B. Constructive Denial. For activities or uses that are expressly permitted by the terms of this Conservation Easement and require the Conservancy's approval, the Landowner's request for approval shall be in writing and shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit the Conservancy to make an informed determination regarding approval or denial of the request. Such a request shall be delivered to the Conservancy at least sixty (60) days prior to the anticipated start date of such activity or use. The Conservancy agrees to use reasonable diligence to respond to such a request within the sixty (60) days of delivery. The Conservancy's failure to respond to such a request within the sixty (60) day period shall be deemed a constructive denial. Because a constructive denial is not a decision by the Conservancy based on the merits of the Landowner's request, it is not final or binding on the Landowner, and the Landowner can resubmit the same or a similar request for approval.

ARTICLE VI ENFORCEMENT AND REMEDIES

A. Notification and Enforcement. To accomplish the objectives of this Conservation Easement, Conservancy is allowed to prevent any activity on, or use of the Property, that is inconsistent with the Purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by a party, including third parties, (the "Breaching Party") that comes to the attention of Conservancy, Conservancy shall notify the Breaching Party in writing of such breach and whether it considers such breach to be material. The Breaching Party shall have sixty (60) days after receipt of such notice to correct the conditions constituting such breach. If a breach alleged is a material breach and remains uncured after sixty (60) days, Conservancy may:

1. Enter and inspect the Property for the purpose of determining whether there is a breach of this Conservation Easement; and/or to
2. Institute and maintain any suits or proceedings to prevent any impairment of the Property by acts which may be unlawful or in violation of this Conservation Easement, to otherwise preserve or protect its interest in the Conservation Easement, and to seek and recover damages from any appropriate person or entity, and/or to enjoin any breach or enforce any covenant by temporary, and/or permanent injunction, either prohibitive or mandatory; and/or to

3. Require that the Property be restored promptly to the condition required by this Conservation Easement.

Notwithstanding the foregoing, Conservancy reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement and other remedies at law will be inadequate. Notwithstanding anything herein to the contrary, Landowner shall not have any liability for damage to the Property resulting from, or duty to restore any portion of the Property damaged by, any acts in violation of the terms of this Conservation Easement unless such acts are committed by or at the direction of Landowner.

Conservancy's remedies shall be cumulative and shall be in addition to any other rights and remedies available to Conservancy at law or equity. Notwithstanding the foregoing provisions, if Conservancy, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Conservancy may pursue its remedies without prior notice to the Breaching Party, but shall exercise reasonable efforts to notify the breaching party.

The parties recognize that this Conservation Easement cannot address all circumstances that may arise in the future. In the event that there is a dispute between Landowner and Conservancy as to whether or not an activity or use is prohibited under Article IV, the parties will mediate the matter in accordance with the provisions of Article VI of this Conservation Easement.

B. Inspection. Conservancy, its employees, agents and its successors and assigns, shall have the right, with prior notice to Landowner, to enter the Property at reasonable times for the purpose of inspecting and monitoring the Property to determine whether Landowner or assigns are complying with the terms, conditions and restrictions of this Conservation Easement. Conservancy accepts all liability without limitation arising out of its use of the Property, including but not limited to Conservancy's employees, consultants, or invitees while on the Property, except harm caused by Landowner's gross negligence.

C. Acts Beyond Landowner's Control. Nothing contained in this Conservation Easement shall be construed to entitle Conservancy to bring any action against Landowner nor constitute a breach by Landowner, for any injury to, change in, or any condition or use of the Property caused by third parties, resulting from causes beyond Landowner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes. Landowner shall be under no duty to repair any damage resulting from any such acts or causes but is encouraged to do so. Landowner agrees to fully cooperate with Conservancy in any enforcement measures or actions taken against third parties for any injury to, change in, or any condition or use of the Property.

D. Costs of Enforcement. All costs incurred by Conservancy in enforcing the terms of this Conservation Easement against the Breaching Party by legal or other means, including, without limitation, expert fees, staff time, legal fees, and costs of pursuing legal or other action, and costs of restoration necessitated by the breaching party's acts or omissions in violation of the terms of this Conservation Easement, shall be borne exclusively by the Breaching Party to the extent that the breaching party is determined to have failed to comply with the terms of this Conservation Easement.

E. No Waiver. Enforcement of this Conservation Easement shall be at the sole discretion of Conservancy and any forbearance by Conservancy to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Conservancy of such term its rights, or of any term(s) of the Conservation Easement, including any subsequent breach of the same or other term(s) of this Conservation Easement or of any subsequent breach of the same or of any other term of this Conservation Easement or of Conservancy's rights hereunder. No delay or omission by Conservancy in the exercise of any right or remedy shall impair such right or

remedy or be construed as a waiver thereof. The failure of Conservancy to discover a violation or to take immediate legal action shall not bar Conservancy from doing so at any time after the date upon which the violation is discovered. Further, Landowner hereby waives the defenses of laches, estoppel and prescription.

F. Mediation. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose or terms of this Conservation Easement that cannot be resolved through unassisted consultation between the parties, and Landowner agrees not to proceed with, or shall discontinue, the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within ten (10) days of the receipt of such a request, the parties shall select a trained and impartial mediator. If the Parties are unable to agree on the selection of a mediator, then the Parties within fifteen (15) days of the receipt of the initial request shall jointly apply to a proper court for the appointment of a trained and impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

1. Purpose. The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the Parties to develop proposals that enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions or restrictions of this Conservation Easement.
2. Participation. The mediator may meet with the parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of both Parties with settlement authority will attend mediation sessions as requested by the mediator.
3. Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.
4. Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.
5. Costs. The cost of the mediator shall be borne equally by Landowner and Conservancy; the parties shall bear their own expenses, including attorney's fees, individually.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

Landowner covenants and represents that Landowner is the sole owner of and is seized of the Property in fee simple and has good right to give, grant and convey this Conservation Easement; that there is legal access to the Property; that the Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, except for the exceptions listed below attached hereto and incorporated herein by reference, easements, implied easements, easements arising by legal implication, leases of record, and prescriptive rights of third parties; and Landowner covenants that Conservancy shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement. As approved by the Conservancy, the following encumbrances are permitted exceptions to the above covenant, representation, and warranty: Right of Way NC 88, title to that portion that lies within bounds of right of way, rights of others thereto.

Landowner retains all responsibilities and obligations and shall bear all costs and liabilities related to the ownership, operation, and maintenance of the Property, including the payment of property and other taxes related to the

Property, and maintenance of liability insurance coverage. Landowner shall make best efforts to keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Landowner. Nothing in this Conservation Easement shall be interpreted as prohibiting Landowner from obtaining loans secured by deeds of trust encumbering the Property, provided any such deeds of trust are subordinate to this Conservation Easement.

To the best of Landowner's knowledge, Landowner represents that no pollutants, hazardous substances, toxic wastes, as defined under any applicable law, rule and/or regulation exists on the Property nor has any been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are currently no underground storage tanks located on the Property. Notwithstanding anything in this Conservation Easement to the contrary, this shall not impose any liability on Conservancy for Hazardous Materials, nor does it make Conservancy an owner or operator of the Property, nor does it permit or require Conservancy to control any use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or any similar federal, state or local law or regulation.

ARTICLE VIII. MISCELLANEOUS

A. Subsequent Transfers. Landowner reserves the right to sell, give, transfer or otherwise convey the Property. Landowner agrees for himself and his heirs and assigns, to notify Conservancy in writing of the name(s) and address(es) of any party to whom the Property, or any part thereof or interest therein, is to be transferred at or prior to the time said transfer is consummated. Landowner, Landowner's heirs and assigns, agree to incorporate by reference the terms of this Conservation Easement in any deed, deed of trust, written lease or other written legal instrument by which any interest is transferred or divested, including leasehold interests and liens in all or a portion of the Property. Landowner agrees to notify any party who may purchase, lease, or otherwise hold interest in this Property of the terms of this Conservation Easement, and to provide a copy of the Conservation Easement and the Baseline Documentation to such party if requested. The conveyance document shall expressly refer to this Conservation Easement and acknowledge that all subsequent owners are subject to its terms. Conservancy shall be available to meet with any prospective recipient of the Property to explain the terms of this Conservation Easement, either before or after closing, and to answer any questions related to this Conservation Easement or its supporting documentation.

Failure of Landowner to comply with this Paragraph shall not impair the validity of this Conservation Easement as to successor owners or limit its enforceability in any way. Landowner agrees that this Conservation Easement is assignable in whole, but not in part, and Conservancy agrees to notify Landowner in writing of any assignment made by Conservancy upon such assignment occurring and shall provide Landowner together with such notice the following: a copy of the assignment; the name, address, telephone number and principal contact of the assignee; and documentation which verifies that the assignee is a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code.

B. Conservation Purpose, Change of Conditions, Extinguishment, Proceeds, Condemnation, Assignment, Amendment.

1. **Conservation Purposes.** Conservancy, for itself, its successors and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes, as defined in Sections 170(h)(4)(A) and 2031(c)(8)(B) of the Internal Revenue Code.
2. **Extinguishment.** If a change in conditions occurs which makes impossible or impractical any continued protection of the Property for conservation purposes, the restrictions contained herein may only be extinguished by judicial proceeding. Landowner and Conservancy agree that the donation of this Conservation Easement gives rise to a property right, immediately vested in Conservancy, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the

Property as a whole in the event that this Conservation Easement is extinguished by judicial proceeding as hereinafter provided.

For purposes of this subparagraph (2) only, the proportionate value of Conservancy's property rights shall remain constant. Upon such extinguishment by judicial proceeding, Conservancy, upon a subsequent sale, exchange or involuntary conversion of the Property pursuant to such judicial proceeding, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement, unless state law provides that Landowner is entitled the full proceeds from the extinguishment of this Conservation Easement without regard to the terms hereof. Conservancy shall use its share of the proceeds in a manner consistent with the conservation purposes set forth in the Recitals herein.

For purposes of this subparagraph (2) only, the Parties hereto stipulate that as of the date of this Conservation Easement, the restricted fee interest in the Property and the Conservation Easement each represent a percentage interest in the fair market value of the Property. Said percentage interests shall be determined by the ratio of the value of the Conservation Easement on the date of this Conservation Easement to the value of the Property, without deduction for the value of the Conservation Easement, as of the date of this Conservation Easement. The values on the date of this Conservation Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. For purposes of this subparagraph (2) only, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant, and the percentage interests of Landowner and Conservancy in the fair market value of the Property thereby determinable shall remain constant.

3. Condemnation. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Landowner and Conservancy shall join in appropriate proceedings at the time of such taking to recover the full value of their respective interests in the Property subject to the taking and all incidental or direct damages resulting from the taking, unless state law provides that Landowner is entitled to the full proceeds from the taking, sale or conversion without regard to the terms of this Conservation Easement. The respective rights of Landowner and Conservancy set forth in this subparagraph (Article VI (B)(3)) shall be in addition to, and not in limitation of, any rights they may have at law.

5. Assignment. The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable; provided, however that Conservancy hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized or operated primarily for one of the conservation purposes specified in Section 170 (h)(4)(A) of the Internal Revenue Code, and Conservancy further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee shall be bound by the terms of this Conservation Easement. After consulting Landowner, Conservancy shall have the right to transfer this Conservation Easement to any public agency or private nonprofit organization that, at the time of transfer, is a qualified organization under §170(h) of the Internal Revenue Code, as amended and under North Carolina Conservation and Historic Preservation Agreements Act, N.C.G.S. 121-34 *et seq.*, provided the agency or organization expressly agrees to assume the responsibility imposed on Conservancy by this Conservation Easement. As a condition of such transfer, Conservancy shall require that the conservation purposes advanced hereunder shall continue to be carried out. The transfer or assignment shall be made in writing, signed by the parties and the transferee or assignee, and recorded in the Watauga County Registry. If Conservancy ever ceases to exist or no longer qualifies under §170(h) of the

U.S. Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed by this Conservation Easement.

4. Amendment. Conservancy and Landowner may amend this Conservation Easement to enhance the Property's conservation values or add real property subject to the restrictions set forth in this Conservation Easement to the restricted property by an amended deed of easement, provided that no amendment shall (i) affect this Conservation Easement's perpetual duration, (ii) permit development, improvements, or uses prohibited by this Conservation Easement on its effective date, (iii) conflict with or be contrary to or inconsistent with the Purposes of this Conservation Easement, (iv) reduce the protection of the Conservation Values, (v) affect the qualification of this Conservation Easement as a "qualified conservation contribution" or "interest in land", (vi) affect the status of Conservancy as a "qualified organization" or "eligible done", or (vii) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Conservancy and Landowner and recorded in the office of public land records of Watauga County, North Carolina.

C. Construction of Terms. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in the North Carolina Conservation and Historic Preservation Agreements Act, N.C.G.S. 121-34 *et seq.*, which authorizes the creation of conservation easements for purposes including those set forth in the Recitals herein, and the express conservation purposes of this Conservation Easement, including such purposes as are defined in Sections 170(h)(4)(A) and 2031(c)(8)(B) of the Internal Revenue Code.

D. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement.

E. Recording. Conservancy shall record this instrument and any amendment hereto in the official land records of WATAUGA COUNTY, NORTH CAROLINA, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

F. Notices and Consent. Unless otherwise provided herein, all notices or other communications which may be or are required to be given or made by any party to the other under this Conservation Easement shall be in writing and shall be deemed to have been properly given and received on the date deposited in the United States mail, registered or certified, return receipt requested, addressed to the parties as set out below or to such other address(es) as either party may establish by written notice to the other delivered in accordance herewith.

To Landowner:
Watauga County
814 W. King St.
Boone, NC 28607

To Conservancy:
Blue Ridge Conservancy
P.O. Box 568
Boone, NC 28607
Telephone: 828-264-2511

G. Binding Effect. The covenants agreed to and the terms, conditions, restrictions and purposes imposed in this Conservation Easement shall be binding upon Landowner, Landowner's heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

H. Invalidity. The invalidity of any provision (or portion thereof) of this Conservation Easement shall not be deemed to impair or affect in any manner the validity or enforceability or effect of the remaining provisions (or portions thereof) of this Conservation Easement, and in such event, all of the other provisions of this Conservation Easement

shall continue in full force and effect as if such invalid provision had never been included herein and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

I. Captions. The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Conservation Easement, or the intent of any provision hereof.

J. Interpretation. Whenever appropriate, the singular may be read as plural, and plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender.

K. Taxes and Assessments. Landowner shall pay any real estate taxes, ad valorem, deferred land-use or roll-back taxes and all other tax assessments of whatever kind and nature assessed or levied against the Property.

L. No Extinguishment by Merger. Landowner and Conservancy agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property. Should Conservancy in the future own all or a portion of the fee interest in the Property, including by transfer following reservation of a life estate Conservancy as successor in title to Landowner, shall observe and be bound by the obligations of Landowner and the restrictions imposed on the Property by this Conservation Easement. In addition, this Conservation Easement shall not merge with the fee title without the prior written approval of Landowner. The Conservation Easement shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement.

M. Indemnity. Landowner agrees to indemnify and hold Conservancy harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of Conservancy or its agents, in which case liability shall be as provided by law.

N. Current and Subsequent Liens and Transfers. There are no liens on the Property. No provisions of this Conservation Easement shall be construed as impairing the ability of Landowner to use the Property for collateral for borrowing purposes, provided that any mortgage or lien arising therefrom shall cover the Property in its entirety and be subordinated to this Conservation Easement. The Property owner shall not convey the Property or any portion of or interest therein, and shall not incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing to the prospective buyer the Conservation Easement and the obligations of the Property owner and limitations on use of the Property.

O. Joint and Several Obligation. The obligations imposed by this Conservation Easement upon Landowner shall be joint and several. If the Property's ownership, now or in the future, is by a single entity consisting of multiple parties including shareholders, partners, or members, that entity is required to notify its shareholders, partners, or members of the entity's and its parties' individual rights and responsibilities, including monetary or other obligations set forth in this Conservation Easement;

P. Acceptance of Gift per Internal Revenue Code Section 170(f)(8). Conservancy acknowledges receipt and acceptance of this Conservation Easement encumbering the Property, for which no goods or services were provided.

Q. Authority to Execute. Each Party represents that such Party has full power and authority to execute and deliver this Conservation Easement; to perform its obligations under this Conservation Easement; that the individual[s] executing this Conservation Easement on behalf of said Party are fully empowered and legally authorized to do so; and that this Conservation Easement constitutes a valid, enforceable, and legally binding obligation of said Party.

TO HAVE AND TO HOLD this Conservation Easement on the Property unto Conservancy, its successors and assigns, forever. And Landowner covenants with Conservancy that Landowner is seized of the Property in fee simple, has the right to convey this Conservation Easement to Conservancy, that title is marketable and free and clear

of all encumbrances, and that Landowner will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions set forth in Article VII hereto or elsewhere within this Conservation Easement.

IN WITNESS WHEREOF, Landowner has caused this instrument to be executed under seal in its name by authority duly given and Conservancy has caused this instrument to be executed under seal in its name by authority of its Board of Trustees, the day and year first above written.

**CONVEYED BY
LANDOWNER:**

_____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this ____ day of _____, 2023.

Notary Public

My commission expires: _____

**ACCEPTED BY
CONSERVANCY:**

[Corporate Seal]

BLUE RIDGE CONSERVANCY

BY: _____
Charles Brady, III, Executive Director

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles Brady, III, personally appeared before me this day and acknowledged that he/she is the Executive Director of BLUE RIDGE CONSERVANCY, a NORTH CAROLINA Non-Profit Corporation, and that by the authority duly given as an act of the corporation, he/she executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this ____ day of _____, 2023.

Notary Public

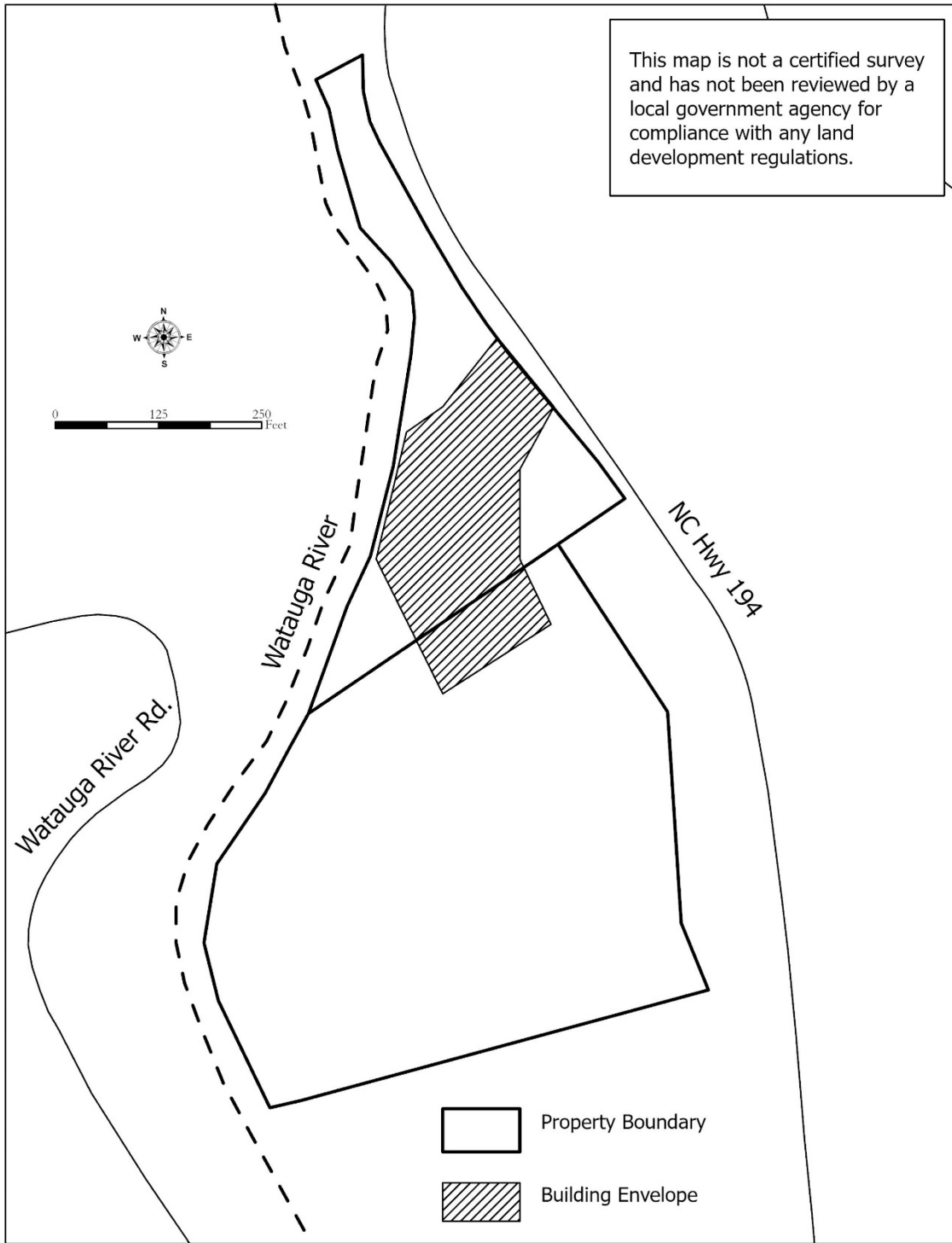
My commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE CONSERVATION EASEMENT

The Conservation Easement encumbers Tract 1 and Tract 2 as shown and more fully described on the survey prepared by Ralph Daughtry, P.L.S. L-4155, dated September 30, 2020, being Map number D20222, and being recorded in the Watauga County Registry in Plat Book 28, Page 24.

EXHIBIT "B"



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AGENDA ITEM 8:

PROJECT ON AGING ANNUAL REPORT

MANAGER'S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will submit the Fiscal Year 2023 annual comprehensive evaluation of the agency's operations and policies as required by the NC Division of Health Service Regulation.

Board action is requested to accept the annual report.



Watauga County Project on Aging

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

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: October 10, 2023

SUBJ: Project on Aging Annual Report

The NC Division of Health Service Regulation requires the Project on Aging to conduct an annual comprehensive evaluation of agency operations and policies which must be presented to the Board of County Commissioners. The attached annual report addresses statistical information as to clients, services, and revenues as required by licensure standards.

I plan to be present for discussion and questions.

**PROGRAM EVALUATION
NCDHSR LICENSURE REQUIREMENTS**

As required by the NC Division of Health Service Regulation, the Project on Aging Director must conduct an annual comprehensive evaluation of agency operations and policies. The evaluation shall assure the appropriateness and quality of the agency's services with findings used to verify policy implementation, to identify problems, and to establish problem resolution and policy revision as necessary.

An overall policy and administration review was conducted on the following areas: scope of services offered, arrangements for services with other agencies or individuals, admission and discharge policies, supervision and plan of care, emergency care, service records, personnel qualifications, and program evaluation.

The attached annual report addresses information regarding: budget and funding sources; number of clients receiving each service; number of units (meals, trips, hours) provided for each service; client outcomes; adequacy of staff to meet client needs; numbers and reasons for non-acceptance of clients; and reasons for discharge.

**WATAUGA COUNTY PROJECT ON AGING
FY23 ANNUAL REPORT
JULY 1, 2022 – JUNE 30, 2023**

FY23 Budget

Budgeted Amount	\$ 1,797,824
Expenditures	<u>1,449,728</u> (81%)
Balance (under)	\$ 348,096 (19%)

FY23 Revenue

Medicaid	\$ 93,825	}	\$562,520 (39%)
DSS Contract	9,999		
Donations/Fees	24,885		
HCCBG, State funds, NSIP	335,595		
ARPA	63,613		
State Senior Center Allocation	14,576		
SHIIP Grant	10,072		
E & D	6,955		
Town of Boone	3,000		
Watauga County ¹	\$ 887,208 (61%)		
Total Revenue	\$1,449,728		

1 \$39,724 minimum match was required for federal and state grants.

CAP/DA MEDICAID

The Community Alternatives Program for Disabled Adults (CAP/DA and CAP/Choice) provided services to 26 Medicaid clients who were certified as medically eligible to enter a nursing home but who preferred to stay at home. Medicaid funds received are based on billable services to CAP/DA and CAP/Choice clients and are as follows:

	<u>NUMBER SERVED</u>	<u>AMOUNT BILLED</u>
Home Delivered Meals	540 meals	\$ 4,106.20
Case Management	26 clients	90,008.75
Waiver Supplies	1 client	<u>21.96</u>
Total		\$ 94,136.91 ((\$93,825.21 or 99.7% collected)

D.S.S. CONTRACT

The Project on Aging contracts with the Watauga County Department of Social Services to provide In-Home Aide services to disabled adults between the ages of 18 and 60, who have physical and/or mental disabilities.

455 Hours 9 Clients \$9,999.00

HOME AND COMMUNITY CARE BLOCK GRANT

The Home and Community Care Block Grant consists of Federal Older Americans Act funds, required State match, and additional State legislative allocations. The United States Department of Agriculture reimburses .75 per meal through a program called Nutritional Services Incentive Program (NSIP) for each eligible meal served.

In-Home Aide Level I	\$87,089
In-Home Aide Level II	74,670
Home Delivered Meals	106,018
Congregate Meals	39,998
Transportation	6,000
Evidence Based Health Promotion	250
NSIP	<u>21,570</u>
Total	\$335,595

American Rescue Plan Act (ARPA)

The American Rescue Plan Act provided funding for supportive and access services, caregiver support and senior nutrition programs to assist in responding to the COVID pandemic. This Act provided funding to help counties provide additional In-Home Aide services as well as additional Home Delivered and Congregate meals to older adults. These funds were also used to purchase a new steamer and warmer for the kitchen.

Home Delivered Meals	\$29,788
Congregate Meals	12,840
In-Home Aide Level I	10,000
In-Home Aide Level II	10,000
Senior Center	<u>985</u>
Total	\$63,613

SERVICES SUMMARY

DESCRIPTION	UNITS SERVED	# of CLIENTS
Congregate Meals	10,574	280
Home Delivered Meals	19,136	140
CAP Home Delivered Meals	540	4
Transportation	1,127	29
In-Home Aide Level I	5,255	123
In-Home Aide Level II	4,178	49
In-Home Aide Level III	70	1
Respite Level I, II & III	205	8
DSS In-Home Aide	464	9

(Funding sources – County, HCCBG, E & D, Medicaid, ARPA, DSS Contract)

UNITS PROVIDED BY FUNDING SOURCE

SERVICE	HCCBG	ARPA	E & D TRANS	COST SHARE	COUNTY	TOTAL
Congregate Meals	5,071	321		365	4,817	10,574
Home Delivered Meals*	10,977	1,986		816	5,357	19,136
IHA Level I**	3,318	381		132	1,424	5,255
IHA Level II	2,696	361		40	1,081	4,178
IHA Level III					70	70
Respite I, II & III				1	204	205
Transportation	569		490		68	1,127
TOTALS	22,631	3,049	490	1,354	13,021	40,545
	55.82%	7.52%	1.21%	3.34%	32.11%	

*HDM –540 CAP Meals; **DSS IHA – 464 DSS Units

CLIENT DEMOGRAPHICS

During FY23 more females than males were served through the in-home services programs (In-Home Aide, Home Delivered Meals and CAP); 58% of the clients were female, and 42% of the clients were male. Fifty-one percent (51%) of the clients were classified as economically needy, while 99% were classified as at-risk or high-risk for being placed in a facility or not being able to remain in their own home. The majority of the clients served were over the age of 75 (66%) while 94% were over the age of 60.

CLIENT OUTCOMES

106 clients receiving in-home services were discontinued in FY23 for the following reasons:

- 39 Services not needed (improved, client request)
- 22 Placed in a LTC Facility
- 20 Death
 - 7 Illness, Not Expected to Return
- 6 Alternative Living Arrangements
- 5 Moved out of County
- 3 Hired Caregiver / Private Home Care / Hospice Care
- 2 Assisted Living
- 1 Off Over 30+ Days
- 1 Transferred to Another County

NON-ACCEPTANCE of CLIENTS

36 individuals were referred for services in FY23 who were not placed on service roles:

CAP – 13

- 3 DHB did not receive medical records from physician and/or consent from applicant
- 3 Not interested
- 2 Deceased
- 2 Withdrew (Medicaid issues, other services in place)
- 2 Denied by Division of Health Benefits CAP Unit; Not Correct Level of Care
- 1 Placed in Nursing Facility

In-Home Aide – 23

- 8 Declined services
- 5 Not eligible
- 4 Needs met through other services/support
- 2 Hospice
- 2 Deceased
- 2 Moved

STAFF SUMMARY

The following staff worked in providing In-Home Services during FY23:

- 7 In-Home Aides
- 1 In-Home Aide Supervisor
- 1 Home Delivered Meals Coordinator
- 2 Part-Time CAP Case Managers (20 hours/week each)
- 1 RN (CAP and IHA)

SENIOR CENTER, CONGREGATE NUTRITION, AND TRANSPORTATION

The mission of the Lois E. Harrill Senior Center and the Western Watauga Community Center is to create an environment that encourages independence in older adults and promotes their active participation in all aspects of their lives.

Both centers saw an increase in participation when compared to FY22. However, participation has still not returned to pre-COVID levels (Congregate Nutrition, Senior Center and Transportation services). Transportation services saw the most increase with a 25% increase in trips and a 50% increase in the number of riders over FY22.

The SHIIP Coordinator and volunteers continued to assist with enrolling new Medicare clients into prescription drug plans and also helped many seniors apply for extra help, thus lowering the cost of their monthly premiums. During FY23, the SHIIP volunteers and staff assisted 399 Medicare recipients with Medicare questions, prescription drug plans, and supplements.

LOIS E. HARRILL SENIOR CENTER

Congregate Participants	143
Transportation Participants	19
Senior Farmers Market Vouchers	100
ASU Interns, Volunteers, etc.	17
Center Classes, Activities, and Services	299
Newsletter	650
Incontinence Products Program	33

WESTERN WATAUGA COMMUNITY CENTER

Congregate Participants	140
Transportation Participants	10
ASU Interns, Volunteers, etc.	26
Center Classes, Activities, and Services	371
Community Center	1,755

NARRATIVE SUMMARY

The Project on Aging's revenues were more than projected during FY23 while expenditures were less than projected. We also maintained a Medicaid revenue collection rate of 99.7%.

During FY23, the Home Delivered Meals program averaged 90 clients at any given time with an average of 7 on the waiting list. The In-Home Aide program averaged 125 clients with 12 on the waiting list, and 3 on the current client waiting list. The CAP program maintained an average caseload of 21 clients with no waiting list. The Congregate Nutrition Program averaged 136 clients and the Transportation program averaged 8 clients. Neither program maintained a waiting list during FY23.

Nutrition services increased for Home Delivered Meals and Congregate Nutrition; 19,676 (+218) Home Delivered Meals were delivered to 144 (+6) frail adults, while 10,574 (+108) Congregate meals were served to 280 (+22) clients. We did not serve meals six days during FY23 due to inclement weather. Emergency meals were provided to Home Delivered Meals clients to cover those days. Transportation services were also delivered above the prior year's level with 1,127 trips (+224) provided to 29 clients (+9).

Services were delivered below the prior year's level for In-Home Aide Services; 10,172 (-1,065) hours of In-Home Aide Services were delivered to 190 (-3) frail adults. We lost 2 In-Home Aides during FY23 who have not been replaced. Since FY21, we have lost 3 Aides to retirement and one to resignation, and have not been able to replace them due to a lack of applicants. We are currently budgeted for 8 In-Home Aide positions and have 4 In-Home Aides employed. Our waiting list for Aide services has grown from as low as 5 to as high as 43. Staffing has been and continues to be our biggest challenge in providing In-Home Aide services.

We assisted eighty-one (81) older or disabled adults through our medical loan closet and utilized more than 118 volunteers in the delivery of services during FY23.

The Project on Aging continues to serve as the focal point for aging services in Watauga County. The agency encourages independence and promotes wellness by providing supportive services to the County's older adults, thereby helping to prevent premature institutionalization. The Project on Aging will continue to focus on providing services to the frailest, oldest, and poorest residents. Currently, by census projection, there are 12,000+ residents in Watauga County over the age of 60. As the at-home population becomes older and frailer with more acute needs for services, the demand for services will continue to increase.

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AGENDA ITEM 9:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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


Monthly Collections Report**Watauga County**

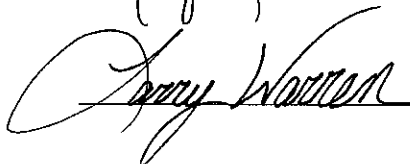
Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported

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

Monthly Report September 2023

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>				
Taxes 2023	7,890,198.96	8,865,850.97	20.45%	1.52%
Prior Year Taxes	42,319.44	163,339.29		
Solid Waste User Fees	558,638.54	643,526.04	18.32%	1.29%
Green Box Fees	0.00	0.00	NA	NA
Total County Funds	\$8,491,156.94	\$9,672,716.30		
<u>Fire Districts</u>				
Foscoe Fire	1,124,050.28	1,262,765.11	23.41%	1.91%
Boone Fire	229,962.35	258,676.85	18.94%	1.44%
Fall Creek Service Dist.	1,834.63	1,926.51	14.05%	0.85%
Beaver Dam Fire	26,631.88	30,532.58	20.70%	1.10%
Stewart Simmons Fire	88,153.40	102,885.62	25.17%	1.82%
Zionville Fire	25,190.15	30,002.16	17.68%	0.90%
Cove Creek Fire	56,031.32	64,064.05	17.26%	2.45%
Shawneeaw Fire	34,168.94	122,323.45	24.72%	1.81%
Meat Camp Fire	46,467.79	53,369.89	16.06%	0.94%
Deep Gap Fire	45,164.10	50,021.17	18.03%	1.48%
Todd Fire	18,017.35	19,261.81	25.00%	1.40%
Blowing Rock Fire	1,185,540.89	1,360,759.38	24.70%	2.52%
M.C. Creston Fire	1,296.22	2,281.68	20.01%	2.00%
Foscoe Service District	21,516.76	22,470.51	19.87%	1.64%
Beech Mtn. Service Dist.	281.05	282.55	10.16%	0.12%
Cove Creek Service Dist.	36.45	36.45	10.83%	0.00%
Shawneeaw Service Dist	585.00	1,161.55	13.60%	1.63%
Total Fire District Funds	2,904,928.56	3,382,821.32		
<u>Towns</u>				
Boone	1,301,092.63	1,560,348.42	17.64%	0.91%
Municipal Services	21,049.69	25,298.36	10.71%	0.24%
Total Town Taxes	\$1,322,142.32	\$1,585,646.78		
Total Amount Collected	\$12,718,227.82	\$14,641,184.40		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 9:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

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

RELEASES - 09/01/2023 TO 09/29/2023

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1856024 AMANDI, FERNANDO AMANDI, TERESITA 812 JAKES MOUNTAIN RD DEEP GAP, NC 28618	RE 2023 2940-21-0370-000 TAX RELEASES RECOMBINATION WAS MISSED FOR 2023 RELEASED AND REBILLED 2940211225000	47164	09/12/2023	F05	11758	0 F05 G01 SWF	239.79 897.08 102.87 ----- 1,239.74
1856024 AMANDI, FERNANDO AMANDI, TERESITA 812 JAKES MOUNTAIN RD DEEP GAP, NC 28618	RE 2023 2940-21-3451-000 TAX RELEASES RECOMBINATION WAS MISSED FOR 2023 RELEASED AND REBILLED 2940211225000	47165	09/12/2023	F05	11759	0 F05 G01	16.32 61.06 ----- 77.38
1640836 APPALACHIAN REALTY INC PO BOX 597 VALLE CRUCIS, NC 28691	RE 2022 1971-90-6709-000 REFUND RELEASE PTC SETTLEMENT	16512	09/20/2023	F07	11777	17,600 F07 G01	8.80 55.97 ----- 64.77
1640836 APPALACHIAN REALTY INC PO BOX 597 VALLE CRUCIS, NC 28691	RE 2023 1971-90-6709-000 TAX RELEASES PTC SETTLEMENT	16464	09/20/2023	F07	11778	17,600 F07 G01	8.80 55.97 ----- 64.77
1632322 BAKER, MARY FEIMSTER PO BOX 242 CONNELLYS SPRINGS, NC 28612	RE 2023 1996-83-5630-000 TAX RELEASES PROPERTY IS IN THE PRESENT USE PROGRAM	23316	09/21/2023	F06	11782	334,900 F06 G01	167.45 1,064.98 ----- 1,232.43
1785833 BLACK, DWAYNE BLACK, TAMMY 7020 BROOKVIEW DR LAKE WYLIE, SC 29710	RE 2023 2858-44-8270-000 TAX RELEASES PARCELS WERE MERGED INTO NEW PARCEL	33028	09/25/2023	F05	11784	0 F05 G01	112.37 420.40 ----- 532.77
1614760 BROOME, R MURRAY APPALACHIAN REALTY INC PO BOX 597 VALLE CRUCIS, NC 28691	RE 2022 1990-12-6207-000 REFUND RELEASE PTC SETTLEMENT	20267	09/20/2023	F01	11780	44,800 F01 G01	22.40 142.46 ----- 164.86
1813444 DEERE CREDIT INC PO BOX 14505 DES MOINES, IA 50306	PP 2023 4054 TAX RELEASES BILLED WRONG AMOUNT	1337	09/01/2023	F01	11746	0 F01 G01	3.37 21.43 ----- 24.80
1755062 DUVAL, MARK BAXTER C/O MATTHEW DOWD 2385 NC HWY 88 ZIONVILLE, NC 28698	RE 2023 1996-97-2692-000 TAX RELEASES PROPERTY IS IN THE PRESENT USE PROGRAM	23330	09/06/2023	F06	11752	0 F06 G01	117.65 748.25 ----- 865.90

RELEASES - 09/01/2023 TO 09/29/2023

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE CHARGE	AMOUNT
1784958 EGGERS-ISAACS, MARIANNA 2858 OLD US HWY 421 VILAS, NC 28692	RE 2023 1983-11-6228-000 TAX RELEASES 1983121158000 & 1983116228000 WERE MERGED TOGETHER IN 2021	19238	09/28/2023 F07	11785	0 F07 G01	.80 5.09 ----- 5.89
1785037 EGGERS-ISAACS, MARIANNA ISAACS, THOMAS R 2858 OLD US HWY 421 VILAS, NC 28692	RE 2023 1983-31-0759-000 TAX RELEASES RECOMBINATION WAS MISSED FOR 2023 RELEASED AND REBILLED 1983310760000	19317	09/12/2023 F07	11760	0 F07 G01 SWF	309.20 1,966.51 205.74 ----- 2,481.45
1585135 FARTHING, KAREN D. 5845 PALM LN # 3B BRADENTON, FL 34207	RE 2023 1972-63-2987-000 TAX RELEASES OWNER DID NOT RECEIVE DISQUALIFICATION LETTER, BAD ADDRESS ON FILE	1000098	09/14/2023 F07	11764	0 F07 G01	127.40 810.26 ----- 937.66
1585135 FARTHING, KAREN D. 5845 PALM LN # 3B BRADENTON, FL 34207	RE 2023 1972-63-2987-000 TAX RELEASES OWNER DID NOT RECEIVE DISQUALIFICATION LETTER, BAD ADDRESS ON FILE	1000099	09/14/2023 F07	11765	0 F07 G01	126.90 1,022.81 ----- 1,149.71
1585135 FARTHING, KAREN D. 5845 PALM LN # 3B BRADENTON, FL 34207	RE 2023 1972-63-2987-000 TAX RELEASES OWNER DID NOT RECEIVE DISQUALIFICATION LETTER, BAD ADDRESS ON FILE	1000100	09/14/2023 F07	11766	0 F07 G01	126.90 1,022.81 ----- 1,149.71
1585135 FARTHING, KAREN D. 5845 PALM LN # 3B BRADENTON, FL 34207	RE 2023 1972-63-2987-000 TAX RELEASES RESTORED INTO THE PRESENT USE PROGRAM	16660	09/14/2023 F07	11767	254,800 F07 G01	127.40 810.27 ----- 937.67
1786325 FIRST CHRISTIAN CHURCH PO BOX 384 BOONE, NC 28607	PP 2023 2825 TAX RELEASES	815	09/14/2023 F02	11769	0 F02 G01 F02L G01L	21.24 112.57 2.12 11.26 ----- 147.19
1743272 GREGG, JERRY PO BOX 1756 BLOWING ROCK, NC 28605	PP 2023 1027 TAX RELEASES SOLD PP	262	09/14/2023 F12	11768	0 F12 G01 F12L G01L	.25 1.59 .03 .16 ----- 2.03

RELEASES - 09/01/2023 TO 09/29/2023

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1557116 HARDY ENTERPRISES INC P O BOX 1368 BOONE, NC 28607	PP 2023	2694	09/01/2023			0 G01	20.70
	557116999			C02		C02	24.41
	TAX RELEASES				11747		-----
	BUSINESS CLOSED IN 2022						45.11
1526016 HICKS, DAVID GLEN HICKS, SUSAN EMILY 371 CHARLIE HICKS RD BANNER ELK, NC 28604-9285	PP 2022	1790	09/01/2023			0 G01	26.52
	67982700			F08		F08	4.17
	TAX RELEASES				11743	SWF	80.00
						G01L	2.65
						F08L	.42
							113.76
1526016 HICKS, DAVID GLEN HICKS, SUSAN EMILY 371 CHARLIE HICKS RD BANNER ELK, NC 28604-9285	PP 2023	1669	09/01/2023			0 G01	25.73
	67982700			F08		F08	4.05
	TAX RELEASES				11742	SWF	102.87
	SOLD HOME IN 12/30/21					G01L	2.57
						F08L	.41
							135.63
1810131 ISAACS RENTALS, LLC 2858 OLD US HWY 421 VILAS, NC 28692	RE 2023	19236	09/08/2023			0 SWF	102.87
	1983-11-2804-000			F07			
	TAX RELEASES				11755		
	NO DWELLING ON PROPERTY						
1810343 ISAACS, MARIANNA E ISAACS, THOMAS 2858 OLD US HWY 421 VILAS, NC 28692	RE 2023	19322	09/12/2023			0 F07	.85
	1983-33-9977-000			F07		G01	5.41
	TAX RELEASES				11763		-----
	RECOMBINATION WAS MISSED FOR 2023 RELEASED AND REBILLED 1983310760000						6.26
1810343 ISAACS, MARIANNA E ISAACS, THOMAS 2858 OLD US HWY 421 VILAS, NC 28692	RE 2023	19363	09/12/2023			0 F07	.75
	1983-43-0635-000			F07		G01	4.77
	TAX RELEASES				11762		-----
	RECOMBINATION WAS MISSED FOR 2023 RELEASED AND REBILLED 1983310760000						5.52
1809832 ISAACS, MARIANNA EGGERS ISAACS, THOMAS RAY 2858 OLD US HWY 421 VILAS, NC 28692	RE 2023	19241	09/28/2023			0 F07	163.15
	1983-12-1158-000			F07		G01	1,037.63
	TAX RELEASES				11786	SWF	102.87
	1983121158000 & 1983116228000 WERE MERGED TOGETHER IN 2021						-----
							1,303.65

RELEASES - 09/01/2023 TO 09/29/2023

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1814171 ISAACS, MARIANNA EGGERS ISAACS, THOMAS R 2858 OLD US HWY 421 VILAS, NC 28692	RE 2023 1973-67-7546-000 TAX RELEASES NO DWELLING ON PROPERTY	17034	09/08/2023	F07	11756	0 SWF	102.87
1323195 ISAACS, THOMAS R ISAACS, MARIANNA E 2858 OLD US HWY 421 VILAS, NC 28692	RE 2023 1983-43-3662-000 TAX RELEASES RECOMBINATION WAS MISSED FOR 2023 RELEASED AND REBILLED 1983310760000	19364	09/12/2023	F07	11761	0 F07 G01	.80 5.09 ----- 5.89
1745539 J R & WENDY J RUSSELL TRUST 18453 NW 13TH ST PEMBROKE PINES, FL 33029	PP 2023 1286 TAX RELEASES home sold in 2019	345	09/01/2023	C05	11741	0 G01 G01L	70.47 7.05 ----- 77.52
1732493 LANDOWNE, JOSEPH 317 ROGERS DR BOONE, NC 28607-4866	RE 2023 2910-30-4588-000 TAX RELEASES EXEMPTION DID NOT CALCULATE	38957	09/11/2023	C02	11757	0 C02 G01	282.00 239.14 ----- 521.14
1546934 LOFLIN, PAUL STEVEN LOFLIN, ELIZABETH B PO BOX 597 VALLE CRUCIS, NC 28691	RE 2022 1899-46-8652-000 REFUND RELEASE PTC SETTLEMENT	7148	09/20/2023	F02	11775	26,100 F02 G01	15.66 83.00 ----- 98.66
1546934 LOFLIN, PAUL STEVEN LOFLIN, ELIZABETH B PO BOX 597 VALLE CRUCIS, NC 28691	RE 2022 1980-91-1629-000 REFUND RELEASE PTC SETTLEMENT	18092	09/20/2023	F01	11773	27,800 F01 G01	13.90 88.40 ----- 102.30
1546934 LOFLIN, PAUL STEVEN LOFLIN, ELIZABETH B PO BOX 597 VALLE CRUCIS, NC 28691	RE 2023 1899-46-8652-000 TAX RELEASES PTC SETTLEMENT	7114	09/20/2023	F02	11776	26,100 F02 G01	15.66 83.00 ----- 98.66
1546934 LOFLIN, PAUL STEVEN LOFLIN, ELIZABETH B PO BOX 597 VALLE CRUCIS, NC 28691	RE 2023 1980-91-1629-000 TAX RELEASES PTC SETTLEMENT	18033	09/20/2023	F01	11774	27,800 F01 G01	13.90 88.40 ----- 102.30

RELEASES - 09/01/2023 TO 09/29/2023

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1552469 LOFLIN, PAUL STEVEN P.O. BOX 597 VALLE CRUCIS, NC 28691	RE 2022	7147	09/20/2023			185,000	F02 111.00
	1899-46-5888-000			F02			G01 588.30
	REFUND RELEASE PTC SETTLEMENT				11779		----- 699.30
1853143 MARDEN RENTALS, LLC 652 ISAACS BRANCH RD SUGAR GROVE, NC 28679	RE 2023	18816	09/05/2023			0	F07 104.15
	1982-33-2657-000			F07			G01 662.39
	TAX RELEASES RELEASE AND REBILL WITH UPDATED VALUES				11750		----- 766.54
1853143 MARDEN RENTALS, LLC 652 ISAACS BRANCH RD SUGAR GROVE, NC 28679	RE 2023	18818	09/05/2023			0	F07 94.25
	1982-33-3957-000			F07			G01 599.43
	TAX RELEASES RELEASE AND REBILL WITH UPDATED VALUES				11751		SWF 102.87 ----- 796.55
1813881 RCPBD INVESTMENTS, LLC P.O. BOX 3018 BOONE, NC 28607	RE 2023	41279	09/01/2023			0	F02 15.00
	2911-73-6926-000			F02			G01 79.50
	TAX RELEASES COMMON AREA AT BROOKSHIRE TOWNHOMES EXEMPT				11745		----- 94.50
1813881 RCPBD INVESTMENTS, LLC P.O. BOX 3018 BOONE, NC 28607	RE 2023	41308	09/01/2023			0	F02 15.00
	2911-74-7286-000			F02			G01 79.50
	TAX RELEASES COMMON AREA AT BROOKSHIRE TOWNHOMES EXEMPT				11744		----- 94.50
1755038 SMITH, KARL JR 531 W KING ST BOONE, NC 28607	PP 2023	1000	09/08/2023			0	F09 2.74
	3269			F09			G01 17.43
	TAX RELEASES				11754		SWF 102.87
	BILLED ON ACCT 1743617						F09L .27
							G01L 1.74 ----- 125.05
1775259 SWAILS, DOUG SWAILS, GLENDA 4810 Roby Drive Archdale, NC 27263	PP 2023	744	09/21/2023			0	F12 5.80
	2594			F12			G01 36.89
	TAX RELEASES SOLD MH IN 2022				11781		SWF 102.87 ----- 145.56
1810274 TEMPLE, E HOOD 170 COURTHOUSE SQ FLORENCE, SC 29501	RE 2023	32511	09/25/2023			209,100	F05 177.74
	2848-77-2268-009			F05			G01 664.94
	TAX RELEASES WAS CODED IN THE WRONG NEIGHBORHOOD				11783		----- 842.68

RELEASES - 09/01/2023 TO 09/29/2023

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1847535 THE WESTERN YOUTH NETWORK 155 WYN WAY BOONE, NC 28607	RE 2023 2910-61-7313-000 TAX RELEASES	39818	09/06/2023	C02	11753	0 C02 G01 SWF	1,446.75 1,226.84 102.87 ----- 2,776.46
1521850 TOPPI, ROBERT JOSEPH 5380 MARINA DRIVE BOKEELIA, FL 33922	RE 2023 2819-68-3959-000 TAX RELEASES PROPERTY WAS GIFTED TO THE COUNTY PRIOR TO JULY 1 WHICH MAKES IT EXEMPT	28293	09/05/2023	F02	11749	0 F02 G01	3.60 19.08 ----- 22.68
1616840 TRAILSEEKERS INC DBA FOOTSLOGGERS 139 S DEPOT ST BOONE, NC 28607	PP 2021 616840999 TAX RELEASES BUSINESS BANKRUPT/ALPENGLow	3335	09/15/2023	C02	11772	0 G01 C02 G01L C02L	78.22 85.40 7.82 8.54 ----- 179.98
1616840 TRAILSEEKERS INC DBA FOOTSLOGGERS 139 S DEPOT ST BOONE, NC 28607	PP 2022 616840999 TAX RELEASES BUSINESS BANKRUPT/OPEN ALPENGLow	3425	09/15/2023	C02	11771	0 G01 C02 G01L C02L	58.58 66.31 5.86 6.63 ----- 137.38
1616840 TRAILSEEKERS INC DBA FOOTSLOGGERS 139 S DEPOT ST BOONE, NC 28607	PP 2023 616840999 TAX RELEASES business bankrupt/ open alpenglow	3187	09/15/2023	C02	11770	0 G01 C02 G01L C02L	60.99 71.93 6.10 7.19 ----- 146.21
1742833 VIRGINIA P AUSTIN-FERGUSON TRUST VIRGINIA P AUSTIN-FERGUSON, TRUSTEE 1323 FOREST GROVE RD VILAS, NC 28692	RE 2023 1974-31-3730-000 TAX RELEASES NOT VALID PARCEL, PART OF LARGER TRACT	17189	09/05/2023	F04	11748	0 F04 G01	5.05 32.12 ----- 37.17
DETAIL SUMMARY	COUNT: 46	RELEASES - TOTAL				1,171,600	20,765.43

RELEASES - 09/01/2023 TO 09/29/2023

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2021	PP	C02	BOONE PP	85.40
2021	PP	C02L	BOONE LATE LIST	8.54
2021	PP	G01	WATAUGA COUNTY PP	78.22
2021	PP	G01L	WATAUGA COUNTY LATE LIST	7.82
2021 TOTAL			179.98	
2022	RE	F01	FOSCOE FIRE RE	36.30
2022	RE	F02	BOONE FIRE RE	126.66
2022	RE	F07	COVE CREEK FIRE RE	8.80
2022	RE	G01	WATAUGA COUNTY RE	958.13
2022	PP	C02	BOONE PP	66.31
2022	PP	C02L	BOONE LATE LIST	6.63
2022	PP	F08	SHAWNEEHAW FIRE PP	4.17
2022	PP	F08L	SHAWNEEHAW FIRE LATE LIST	.42
2022	PP	G01	WATAUGA COUNTY PP	85.10
2022	PP	G01L	WATAUGA COUNTY LATE LIST	8.51
2022	PP	SWF	SANITATION USER FEE	80.00
2022 TOTAL			1,381.03	
2023	RE	C02	BOONE RE	1,728.75
2023	RE	F01	FOSCOE FIRE RE	13.90
2023	RE	F02	BOONE FIRE RE	49.26
2023	RE	F04	BEAVER DAM FIRE RE	5.05
2023	RE	F05	STEWART SIMMONS FIRE RE	546.22
2023	RE	F06	ZIONVILLE FIRE RE	285.10
2023	RE	F07	COVE CREEK FIRE RE	1,191.35
2023	RE	G01	WATAUGA COUNTY RE	13,712.73
2023	RE	SWF	SANITATION USER FEE	822.96
2023	PP	C02	BOONE PP	96.34
2023	PP	C02L	BOONE LATE LIST	7.19
2023	PP	F01	FOSCOE FIRE PP	3.37
2023	PP	F02	BOONE FIRE PP	21.24
2023	PP	F02L	BOONE FIRE LATE LIST	2.12
2023	PP	F08	SHAWNEEHAW FIRE PP	4.05
2023	PP	F08L	SHAWNEEHAW FIRE LATE LIST	.41
2023	PP	F09	MEAT CAMP FIRE PP	2.74
2023	PP	F09L	MEAT CAMP FIRE LATE LIST	.27
2023	PP	F12	BLOWING ROCK FIRE PP	6.05
2023	PP	F12L	BLOWING ROCK FIRE LATE LIST	.03
2023	PP	G01	WATAUGA COUNTY PP	367.80
2023	PP	G01L	WATAUGA COUNTY LATE LIST	28.88
2023	PP	SWF	SANITATION USER FEE	308.61
2023 TOTAL			19,204.42	
SUMMARY TOTAL			20,765.43	

RELEASES - 09/01/2023 TO 09/29/2023

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
C02	2021	C02 BOONE PP	85.40
C02	2021	C02L BOONE LATE LIST	8.54
C02	2021	G01 WATAUGA COUNTY PP	78.22
C02	2021	G01L WATAUGA COUNTY LATE LIST	7.82
C02	2022	C02 BOONE PP	66.31
C02	2022	C02L BOONE LATE LIST	6.63
C02	2022	G01 WATAUGA COUNTY PP	58.58
C02	2022	G01L WATAUGA COUNTY LATE LIST	5.86
C02	2023	C02 BOONE RE	1,825.09
C02	2023	C02L BOONE LATE LIST	7.19
C02	2023	G01 WATAUGA COUNTY RE	1,547.67
C02	2023	G01L WATAUGA COUNTY LATE LIST	6.10
C02	2023	SWF SANITATION USER FEE	102.87
		C02 TOTAL	3,806.28
C05	2023	G01 WATAUGA COUNTY PP	70.47
C05	2023	G01L WATAUGA COUNTY LATE LIST	7.05
		C05 TOTAL	77.52
F01	2022	F01 FOSCOE FIRE RE	36.30
F01	2022	G01 WATAUGA COUNTY RE	230.86
F01	2023	F01 FOSCOE FIRE RE	17.27
F01	2023	G01 WATAUGA COUNTY RE	109.83
		F01 TOTAL	394.26
F02	2022	F02 BOONE FIRE RE	126.66
F02	2022	G01 WATAUGA COUNTY RE	671.30
F02	2023	F02 BOONE FIRE RE	70.50
F02	2023	F02L BOONE FIRE LATE LIST	2.12
F02	2023	G01 WATAUGA COUNTY RE	373.65
F02	2023	G01L WATAUGA COUNTY LATE LIST	11.26
		F02 TOTAL	1,255.49
F04	2023	F04 BEAVER DAM FIRE RE	5.05
F04	2023	G01 WATAUGA COUNTY RE	32.12
		F04 TOTAL	37.17
F05	2023	F05 STEWART SIMMONS FIRE RE	546.22
F05	2023	G01 WATAUGA COUNTY RE	2,043.48
F05	2023	SWF SANITATION USER FEE	102.87
		F05 TOTAL	2,692.57
F06	2023	F06 ZIONVILLE FIRE RE	285.10
F06	2023	G01 WATAUGA COUNTY RE	1,813.23
		F06 TOTAL	2,098.33
F07	2022	F07 COVE CREEK FIRE RE	8.80
F07	2022	G01 WATAUGA COUNTY RE	55.97
F07	2023	F07 COVE CREEK FIRE RE	1,191.35

RELEASES - 09/01/2023 TO 09/29/2023

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F07	2023	G01 WATAUGA COUNTY RE	8,008.44
F07	2023	SWF SANITATION USER FEE	617.22
F07 TOTAL			9,881.78
F08	2022	F08 SHAWNEEHAW FIRE PP	4.17
F08	2022	F08L SHAWNEEHAW FIRE LATE LIST	.42
F08	2022	G01 WATAUGA COUNTY PP	26.52
F08	2022	G01L WATAUGA COUNTY LATE LIST	2.65
F08	2022	SWF SANITATION USER FEE	80.00
F08	2023	F08 SHAWNEEHAW FIRE PP	4.05
F08	2023	F08L SHAWNEEHAW FIRE LATE LIST	.41
F08	2023	G01 WATAUGA COUNTY PP	25.73
F08	2023	G01L WATAUGA COUNTY LATE LIST	2.57
F08	2023	SWF SANITATION USER FEE	102.87
F08 TOTAL			249.39
F09	2023	F09 MEAT CAMP FIRE PP	2.74
F09	2023	F09L MEAT CAMP FIRE LATE LIST	.27
F09	2023	G01 WATAUGA COUNTY PP	17.43
F09	2023	G01L WATAUGA COUNTY LATE LIST	1.74
F09	2023	SWF SANITATION USER FEE	102.87
F09 TOTAL			125.05
F12	2023	F12 BLOWING ROCK FIRE PP	6.05
F12	2023	F12L BLOWING ROCK FIRE LATE LIST	.03
F12	2023	G01 WATAUGA COUNTY PP	38.48
F12	2023	G01L WATAUGA COUNTY LATE LIST	.16
F12	2023	SWF SANITATION USER FEE	102.87
F12 TOTAL			147.59
SUMMARY TOTAL			20,765.43

AGENDA ITEM 10:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Recommended Contract Award for Employee Medical, Dental, and Life Insurance*****MANAGER'S COMMENTS:**

Renewal rates were received for medical and dental insurance benefits. The initial renewal rate received from CIGNA for medical insurance was a 19.76% increase. Further negotiations and analysis of additional claims reduced the increase to 5.04%.

The initial renewal rate received from Ameritas for dental insurance was a 12.5% increase, which was negotiated down to a 9.5% increase with a one (1) year rate lock. After further negotiations and discussions with other dental insurance carriers Delta Dental came back with a renewal of our current plan with a 6.2% increase and a two (2) year rate lock.

Benefits and premiums will remain unchanged with Community Eye Care for vision insurance and the Standard Insurance Company for life insurance.

Staff recommends CIGNA's Level Funding plan for the County's medical insurance with a 5.04% increase and for the County to fund \$1,000 into each eligible employee's HSA account. Staff further recommends Delta Dental with a 6.2% increase and two (2) year rate lock for dental insurance. The Standard for life insurance benefits and Community Eye Care for vision insurance are proposed to continue as carriers with no change in plan benefits or premiums.

Adequate funds have been budgeted to cover the renewal rates. Board action is required.



PLAN UPDATE

Medical Plan 2024 Experience and Renewal



September 12, 2023



2024 Renewal Options

		2023 – CIGNA		CIGNA Original 2024 Renewal		CIGNA Second Revision 2024 Renewal			
Plan Design		HSA		HSA		HSA			
		In-Network		In-Network		In-Network			
Primary Care Physician		Deductible/0%		Deductible/0%		Deductible/0%			
Specialist Physician		Deductible/0%		Deductible/0%		Deductible/0%			
Well Baby Care		100%		100%		100%			
Immunizations/Injections		100%		100%		100%			
Physical Exams		100%		100%		100%			
Pap Smears/Mammograms		100%		100%		100%			
Deductible		\$2,500		\$2,500		\$2,500			
Deductible - Family Maximum		\$5,000		\$5,000		\$5,000			
Coinsurance Maximum - Individual		100%		100%		100%			
Coinsurance Maximum - Family		100%		100%		100%			
Out of Pocket Maximum - Individual		\$2,500		\$2,500		\$2,500			
Out of Pocket Maximum - Family		\$5,000		\$5,000		\$5,000			
In-patient Hospital Services		Deductible/0%		Deductible/0%		Deductible/0%			
Out-patient Hospital Services		Deductible/0%		Deductible/0%		Deductible/0%			
Urgent Care		Deductible/0%		Deductible/0%		Deductible/0%			
Emergency Room		Deductible/0%		Deductible/0%		Deductible/0%			
Pharmacy		Deductible/0%		Deductible/0%		Deductible/0%			
Lifetime Maximum		Unlimited		Unlimited		Unlimited			
Health Savings Account - County Funded		\$1,000		\$1,000		\$1,000			
MUST MEET WELLNESS CRITERIA									
Active Monthly Rates									
Employee Only	252	\$857.13	\$215,996.76	\$1,026.48	\$258,672.96	119.76%	\$900.29	\$226,873.08	105.04%
Employee/Spouse	2	\$1,861.73	\$3,723.46	\$2,229.61	\$4,459.22	119.76%	\$1,955.49	\$3,910.98	105.04%
Employee/Child(ren)	22	\$1,275.44	\$28,059.68	\$1,527.45	\$33,603.90	119.76%	\$1,339.66	\$29,472.52	105.04%
Employee/Family	1	\$2,631.44	\$2,631.44	\$3,151.40	\$3,151.40	119.76%	\$2,763.96	\$2,763.96	105.04%
Monthly Cost	277		\$250,411.34		\$299,887.48	119.76%		\$263,020.54	105.04%
Annual Cost		Includes Consulting Fee	\$3,030,436.08	Includes Consulting Fee	\$3,624,149.76		Includes Consulting Fee	\$3,181,746.48	
			\$904.01		119.59%			104.99%	

Watauga County Government - Dental Renewal - Page 1
Prepared by: Mark III Employee Benefits - October 10, 2023

101723 BCC Meeting

		Ameritas Current		Ameritas Renewal		Cigna		Delta Dental	
		Passive PPO		Passive PPO		Passive PPO		Passive PPO	
		Preventive		Preventive		Preventive		Preventive	
Exams		100%		100%		100%		100%	
Cleanings		100%		100%		100%		100%	
X-Rays		100%		100%		100%		100%	
Fluoride Treatment		100%		100%		100%		100%	
Space Maintainers		100%		100%		100%		100%	
Sealants		100%		100%		100%		100%	
		Basic		Basic		Basic		Basic	
Fillings - Amalgams & Composites		80%		80%		80%		80%	
Simple Extractions		80%		80%		80%		80%	
Surgical Extractions		80%		80%		80%		80%	
Endodontics		80%		80%		80%		80%	
Periodontics		80%		80%		80%		80%	
Anesthesia		80%		80%		80%		80%	
Denture and Crown Repair		80%		80%		80%		80%	
		Major		Major		Major		Major	
Crowns/Inlays/Onlays		50%		50%		50%		50%	
Dentures		50%		50%		50%		50%	
Fixed Bridges		50%		50%		50%		50%	
Implants		50%		50%		50%		50%	
Annual Deductible (Does not apply to preventive services)		\$50 - Individual \$150 - Family		\$50 - Individual \$150 - Family		\$50 - Individual \$150 - Family		\$50 - Individual \$150 - Family	
Annual Maximum		\$1,500		\$1,500		\$1,500		\$1,500	
Reimbursement Allowance		In - Negotiated Fee Out - 90th UCR		In - Negotiated Fee Out - 90th UCR		In - Negotiated Fee Out - 90th UCR		PPO/Premier - Negotiated Fee Out - Allowable Charge	
Premium Stabilization Reserve		Yes		Yes		No		No	
Monthly Premium									
Employee	292	\$30.44	\$8,888.48	\$33.32	\$9,729.44	\$32.03	\$9,352.76	\$32.38	\$9,454.96
Spouse only	22	\$51.72	\$1,137.84	\$56.64	\$1,246.08	\$54.41	\$1,197.02	\$54.66	\$1,202.52
Child(ren) only	23	\$51.72	\$1,189.56	\$56.64	\$1,302.72	\$54.41	\$1,251.43	\$54.66	\$1,257.18
Family only	13	\$105.60	\$1,372.80	\$115.64	\$1,503.32	\$111.09	\$1,444.17	\$112.36	\$1,460.68
Total Monthly Premium			\$12,588.68		\$13,781.56		\$13,245.38		\$13,375.34
Increase in Premium					109.5%		105.2%		106.2%
Rate Guarantee		N/A		1 year		2 years		2 years	

- While no two contracts are exact word for word, Cigna and Delta's intent is to match all current provisions in the current contract to the best of their ability per state filed language.

- We also requested proposals from United Concordia - DTQ, BCBSNC - DTQ and Met Life - not competitive with renewal

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Proposed Request for Proposal (RFP) for the High Country Kill and Chill Slaughter Plant Management

MANAGER'S COMMENTS:

At the previous Board meeting, Mr. Hamilton updated the Board on the progress of the Kill/Chill Project and now requests Board authorization to release a Request for Proposals (RFP). The RFP would be for the management and operation of the facility. The Board may wish to schedule a public hearing to seek public comment regarding the project.

Board action is requested to authorize the approval and advertisement of the RFP.

Request for Proposal

High Country Kill and Chill Slaughter Plant Management and Operation

Overview

Watauga County is seeking proposals from qualified individuals or organizations to manage and operate a new slaughter plant that will be built and owned by the county, to be leased to a third party operator to manage. The slaughter plant is to be used for slaughter of cattle, hogs, sheep, and goats under USDA inspection, for further processing offsite. The ideal candidate will have experience and expertise in processing meat under USDA inspection, will have been operating in meat processing and production for at least two years prior, and demonstrate capability to produce the following outcomes:

- Ensure small and local farmers always have opportunity to use the services
- Have capacity to process up to 100 beef equivalent per week offsite
- Be familiar with compliance to USDA regulatory standards for commercial meat production
- Have experience selling and marketing locally produced beef products as well as meat from other species
- Be able to create a local market to purchase cull animals from farmers at the point of slaughter, to give them a market for their animals
- Have equipment and capability to safely handle, transport, and manage raw perishable food product under temperature control

Submission Requirements*

Proposals should be submitted in writing and should include the following information:

- A cover letter that provides an overview of the applicant's qualifications and experience
- A narrative of the applicant's proposed management and operation plan for the slaughter plant (see instructions for narrative below)
- A list of the applicant's key personnel and their qualifications
- A financial proposal that includes a detailed budget and revenue projections
- Reference or support letters from customers, producers, and others in the community that evidence the applicant's qualifications and community commitment.

- Copy of applicant's HACCP plan

**Note: submission of project plans, budgets, and/or support letters in any format may be submitted, so long as the completed application addresses all relevant questions and required information.*

Instructions for Narrative

Narrative should answer, at a minimum, the following questions:

1. Applicant Information
 - a. Business name, address, legal structure, state of incorporation, and tax ID
 - b. USDA establishment number
 - c. Schedule of owners with percentage ownership
 - d. Number of years in business
2. Facility Plan
 - a. What resources does the applicant offer in aiding with the design, development, engineering, and construction of the facility?
 - b. What has the applicant done, and/or what does the applicant plan to do, to assist in providing or sourcing funding and/or support for the facility?
 - c. Describe the applicant's plans for adopting and implementing renewable and other energy efficient technologies.
3. Operations and Services
 - a. Does the applicant propose to assume full and exclusive management and operation of the facility, or partial or shared access? If partial or shared access is proposed, what measures does the applicant propose to facilitate shared management and with whom/what entities would management be shared?
 - b. How will the applicant ensure humane and low stress livestock handling practices are in place?
 - c. How will the applicant ensure that Watauga area farmers will not be excluded from slaughter and processing services?
 - d. How will the applicant price services, and can the applicant demonstrate sustainable profitability at the intended price points?
 - e. How does the applicant propose to handle waste from the facility? Are there any plans to process or repurpose byproduct?
4. Capacity
 - a. Recognizing that the planned facility is intended to have space for slaughter only, and not further processing - describe applicant's capacity for further processing, packaging, and labeling offsite

- b. Include a description of total capacity in pounds processed, and in beef equivalent number of head processed per year
 - c. What capacity does the applicant have for safely handling and transporting fresh meat to other facilities under temperature control?
5. USDA and Regulatory Compliance
 - a. Describe the applicant's experience operating in meat processing under USDA inspection?
6. Product Sales
 - a. What experience does the applicant have in selling, marketing, and distributing locally produced meat and/or other products?
 - b. How does the applicant plan to create a market for beef and other products produced from cull and locally purchased animals from other farmers?
7. Leadership and Staffing
 - a. Provide profile of management and key leadership
 - b. How will the applicant recruit and staff the facility? Describe proposed pay scale and benefits.

Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Experience and expertise in processing meat under USDA inspection
- Proposed management and operation plan for the slaughter plant
- Qualifications of key personnel
- Financial proposal
- References

Timeline

Proposals must be submitted to Watauga County by [date]. The county government will review the proposals and select a candidate (or candidates) to manage and operate the slaughter plant.

Contact Information

If you have any questions about this RFP or the slaughter plant project, please contact [name] at [email address] or [phone number].

Additional Information

In addition to the requirements listed above, the county government is also interested in proposals that include the following:

- A plan to promote sustainable and humane animal husbandry practices
- A plan to reduce food waste
- A plan to create jobs in the community
- A plan to support local businesses and organizations

The county government is committed to building a slaughter plant that will serve the needs of local farmers and the community. We look forward to receiving your proposals.

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AGENDA ITEM 10:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Soccer Turf Bid Award Request*****MANAGER'S COMMENTS:**

High Country Soccer Association recently solicited bids for the re-turfing of field two at the Ted Mackorell Soccer Complex. The complex is operated through a partnership with Appalachian State University, High Country Soccer Association, and Watauga County. Approximately four years ago the stadium field was re-turfed in which the partners split 1/3 of the cost of the replacement per the agreement.

The committee is recommending awarding the contract to AstroTurf in the amount of \$538,853 which includes the base bid, alternate 2, and the infiltration test. Board action is required to approve the County's share in the amount of \$179,617.67.

Board action is requested.

HCSA Field #1 Turf Replacement HCSA-TURF2024

Bid Summary		Monday, October 9, 2023	
Bidder	AstroTurf Corporation	Shaw Integrated and Turf Solutions Inc.	GeoSurfaces Southeast, Inc.
Base Bid	\$510,853.00	\$501,866.00	\$559,549.00
Product	AstroTurf Rhino SF 46oz. 2"	Momentum Pro 2.0 (45oz.)	GeoGreens' XPS 2" 45oz.
Alternate			
1. Blended Turf	\$528,081.00	\$506,766.00	\$554,064.00
2. Annual Service Contract (per visit)	\$3,300.00	\$4,695.00	\$3,900.00
Annual Service Total for 8 years	\$26,400.00	\$37,560.00	\$31,200.00
3. Performance Pad	\$140,075.00	\$118,399.00	\$138,078.00
3A. Pad Infill	-\$2,588.00	\$13,282.00	\$0.00
Unit Prices			
1. Treated nailer Removal & Replacement (PLF)	\$8.00	\$13.00	\$7.00
2. Infiltration Test (Lump Sum)	\$1,600.00	\$2,800.00	\$1,550.00
3. Add Clean Stone/Grade (PCY)	\$80.52	\$75.00	\$125.00
5% Bid Bond	Yes	Yes	Yes
Alternates selected	Only #2	Only #2	Only #2
Total Bid (Base Bid + Alternate #2 + Infiltration Test)	\$538,853.00	\$542,226.00	\$592,299.00
1/3 Partners Share	\$179,617.67	\$180,742.00	\$197,433.00
BID RANK	1	2	3

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Proposed Lease Renewal for Probation and Parole

MANAGER'S COMMENTS:

Please find attached a lease agreement from the North Carolina Department of Public Safety regarding the Probation and Parole space. DPS-Probation and Parole have occupied the space for several years with a \$1 fee as per North Carolina General Statutes.

Board action is requested to approve the lease as presented and reviewed by the County Attorney.

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED.

NON-ADVERTISED LEASE PROPOSAL

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA NON-ADVERTISED- PO-28

1. NAME OF LESSOR: Watauga County	2. LESSOR'S AGENT: Deron Geouque, County Manager
INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: <input type="checkbox"/> A. PROPRIETORSHIP <input type="checkbox"/> B. PARTNERSHIP <input type="checkbox"/> C. CORPORATION <input checked="" type="checkbox"/> D. GOVERNMENTAL <input type="checkbox"/> E. NON-PROFIT <input type="checkbox"/> F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES <input type="checkbox"/> G. OTHER: _____ TAX I.D. # _____	
MAILING ADDRESS: 814 West King Street, Suite 205	MAILING ADDRESS Same as # 1
CITY: Boone ZIP: 28607	CITY: ZIP:
PHONE#: 828-265-8000 CELL#:	PHONE#: CELL#:
E-MAIL: Deron.Geouque@watgov.org	E-MAIL: Deron.Geouque@watgov.org

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor)
East Annex 1
STREET ADDRESS CITY COUNTY ZIP CODE
133 N Water St Boone Watauga 28607

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE 2,295	B. WAREHOUSE	C. OTHER
--	--------------------	--------------	----------

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in the State Specifications (form PO-27 if applicable)

A. DESIRED PROPOSAL

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	2,295	\$1.00	\$.0437	YES	YES	YES	clientele
WAREHOUSE							state car
OTHER							
TOTALS			XXXX	XXXX			XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State.
Comments: (upfit if applicable – continuation on separate blank page)

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL (see NOTE on page #2)

B. OPTIONAL ALTERNATE PROPOSAL NO. 1

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES YES/NO	JANITORIAL SERVICES YES/NO	WATER/SEWER YES/NO
OFFICE	N/A					
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide () clientele parking spaces, () employee parking spaces and () state vehicle parking spaces
Comments:

7. LEASE TERM: Five YEARS **BEGINNING DATE:** 01/01/24

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, wastepaper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	NO <input type="checkbox"/>
Is the proposed building free of hazardous lead paint?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	NO <input type="checkbox"/>

DEPARTMENT:	DIVISION:
CITY:	SQUARE FEET: AGENT:
DATE:	

LESSOR: 101723 BCC Meeting

9. ADDITIONAL INFORMATION (list any maintenance, replacements and/or paint touch-up if applicable - continuation on separate blank page)

None

10. Is Property To Be Leased Within An Area Designated By Fema To Be In A Flood Prone Area (100 Year, 500 Year)? If So, Please Provide Details Below

Not in a floodzone

11. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?

YES NO PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

12. This proposal is made in compliance with the specifications furnished by Watauga County insert agency I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until 01/01/24. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Printed Name of Lessor _____

Signature of Lessor _____ Date _____

ELECTRONIC DELIVERY INSTRUCTIONS

NON-ADVERTISED PROPOSAL:

Questions should be directed to your NC agency contact or to NC State Property Office at: 984-236-0270

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the Inside area the following:
 - *a. Toilets and lounges
 - *b. Entrance and elevator lobbies
 - *c. Corridors
 - d. Stairwells
 - e. Elevators and escalator shafts
 - f. Building equipment and service areas
 - g. Stacks, shafts, and interior columns
 - h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT _____ DIVISION: _____

CITY: _____ SQUARE FEET: _____ AGENT: _____

DATE: _____

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide an environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.
3. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please work to be performed by [Correction Enterprises](#)*).
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).

10. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office’s discretion.
11. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
12. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
17. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

The lessor is in agreement with the above conditions and the conditions of the also signed “proposal to Lease to the State of North Carolina” Form PO-28.

Signature of the Lessor

Date

Print Name of the Lessor

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADULT CORRECTION**

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2023, by and between, **COUNTY OF WATAUGA**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September 1981; and as amended on September 8, 1999, and December 7th, 1999, and December 6, 2020 and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of _____, County of Watauga**, North Carolina, more particularly described as follows:

Being approximately ± _____ net square feet of office space located at _____; Watauga County; _____, North Carolina and further described in the floor plan, Exhibit "A".

(NC DEPARTMENT OF ADULT CORRECTION, DIVISION 4, DISTRICT 24)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on **1st day of November 2023**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of October 2026**.
2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** dollar per annum, said rental to be payable within 15 days from receipt of invoice. The Lessee agrees to pay the aforesaid rental to the Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.
3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services, and utilities to the satisfaction of the Lessee.
 - A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.
 - B. Maintenance of lawns, sidewalks, shrubbery, parking, paved areas and common areas and disposal of trash is required.

- C. Lessor provides required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard, and paper. All pesticides must be applied by a licensed technician.
- D. All utilities except telecommunications.
- E. Daily janitorial service and supplies.
- F. Parking ().
- G. If applicable elevator service.
- H. The leased premises are generally accessible to persons with disabilities. This shall include access to the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- I. Any fire or safety inspection fees, stormwater fees, or land transfer tax/fees.
- J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 incorporated herein by reference and the "Specifications for Non-advertised Lease" (Exhibit B).

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in operative condition. Maintenance shall include but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures, or signs in or upon the leased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises are destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such a period of repair, Lessee shall have the right to obtain similar office

space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damage suffered by Lessee which is a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation, or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To the Lessor:

**Watauga County
814 West King Street, Suite 205
Boone, North Carolina 28607**

w/copy to: N/A

To the Lessee:

**NC Department of Adult Correction (DAC), Division 1, District 2
Address: [REDACTED], North Carolina 28542**

with a copy to:

**State Property Office
Attn: Leasing Manager and Space Planning Section
1321 Mail Service Center
Raleigh, North Carolina 27699-1321**

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. Within 30 days of Commencement Date, Lessor agrees to construct, upfit, repair and maintain the Premises in accordance with (a) the approved floor plan attached hereto as Exhibit A and (b) the applicable regulation and building code provisions of the governmental authority having jurisdiction over the Premises.

16. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

The rest of this page is intentionally left blank.

DRAFT

LESSEE:

STATE OF NORTH CAROLINA

By: _____ (SEAL)

**Joanne Rowland, Director
DAC Purchasing and Logistics**

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by him of the foregoing instrument as Director of State Property Office of the Department of Administration of the State of North Carolina, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, **2023**.

Notary Public

Printed Name: _____

My Commission Expires: _____

LESSOR:

WATAUGA COUNTY

By: _____ (SEAL)

Deron Geouque
Watauga County Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in the
County of _____, and State aforesaid, do hereby certify that **Deron Geouque**
personally came before me this day and acknowledge the due execution of the foregoing instrument on
behalf of the limited liability company and for the purposes stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of
_____, **2023**.

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

DRAFT

Exhibit B

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide an environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.
3. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please work to be performed by [Correction Enterprises](#)*).
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. The Lessor shall provide sufficient window coverings shall be provided to control glare

within the space (venetian blinds or acceptable equivalent).

10. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.
11. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
12. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
17. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

The lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form PO-28.

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Budget Amendments

MANAGER'S COMMENTS:

Budget amendments are included in your packet. Board approval is requested to approve the budget amendments as presented.

TO: Deron T. Geouque, County Manager
FROM: Misty Watson, CPA
SUBJECT: Budget Amendments
DATE: October 9, 2023

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

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103991 399100	Fund Balance		5,500,071
109800 498021	Transfer to Capital Projects Fund	5,500,071	
213980 398100	Transfer from General Fund		5,500,071
219930 442611	County Parking Deck	2,500,000	
219930 461100	Emergency Communications	500,071	
219930 449211	Future County Buildings	2,500,000	

Per Board action taken 12/20/22; to transfer funds to Capital Reserve from unassigned fund balance from the FY 2022 audit.

213991 399101	Fund Balance Appropriation		6,763,998
219800 498050	Transfer to VC School Fund	6,763,998	
503980 398121	Transfer from Capital Projects Fund		6,763,998
506120 458000	Capital outlay	6,763,998	

To transfer funds from CIP Valle Crucis School to the Valle Crucis School Fund for construction.

284340 469907	Pay to fire district-Cove Creek	5,000	
283102 312107	Current year taxes Cove Creek		5,000

To recognize additional projected fire tax distribution above original budget.

AGENDA ITEM 10:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****F. November Meeting Schedule*****MANAGER'S COMMENTS:**

Due to the Commissioners' Board Room being used as a polling site for Election Day on November 7, 2023, the November 7, 2023 Board meeting was canceled. The Board scheduled the only meeting in November for the 14th. Due to a clerical error, the meeting scheduled for November 14, 2023 will need to be rescheduled due to the room being previously reserved for that date. Staff would recommend the Board reschedule the meeting for the 15th or 16th of November.

Board action is required to cancel the November 14, 2023 meeting and select either the 15th or 16th for the November meeting.

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

G. Boards and Commissions

MANAGER'S COMMENTS:

Board of Adjustment

The terms of Alyson Browett (Valle Crucis Historic District) and Emily Bish (Alternate), are set to expire in November. Neither Ms. Browett nor Ms. Bish wish to be reappointed. A volunteer application was received from Shelton Wilder who has expressed interest in serving on this Board. This is a first reading and, therefore, no action is required at this time.



WATAUGA COUNTY

*Department of
Planning & Inspections*

126 Poplar Grove Connector Suite 201 • Boone, North Carolina 28607 (828) 265-8043
TTY 1-800-735-2962
Voice 1-800-735-8262
or 711
FAX (828) 265-8080

Memorandum

Date: September 6, 2023
To: Deron Geouque
From: Jason Walker
Re: Board of Adjustment – Appointment of Members

There are three positions on the Board of Adjustment that need to be reappointed or filled. Currently the positions are held by John Prickett (Howard's Creek Watershed), Alyson Browett (Valle Crucis), and Emily Bish (Alternate). Prickett has indicated that he would like to remain on the board, but Browett and Bish do not want to be reappointed. We will need to find at least 2 new board members. Their terms don't expire until November. This will hopefully give adequate time to find new members.

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

H. Announcements

MANAGER'S COMMENTS:

Upcoming Parks and Recreation Community Events are included in your packet.

UNPLUG & RECHARGE

Year of the Trail Fall Hikes

Put on your hiking boots
and immerse yourself in nature!

Thursday, October 5th	Rough Ridge Trail
Wednesday, October 11th	Middle Fork Greenway Trail
Wednesday, October 18th	Bass Lake Loop
Wednesday, October 25th	Greenway Cross Country Trail

Meet at the Watauga Community Recreation Center at 10 am

Wear sturdy hiking shoes & comfortable clothing

Group hike setting | \$5/person per trip

Sign up now! Space is limited!

Register @ rec.watgov.org 828.264.9511



Watauga County Parks & Recreation

Senior Road Trips

Part of the High Country Senior Games

Barter Theatre "Misery"

Tuesday, September 19th 10:00am-6:00pm
Abingdon, VA \$40

Carolina Classic Fair

Tuesday, October 3rd 9:00am-6:00pm
Winston-Salem, NC \$15

Sky Top Apple Orchard

Tuesday, November 7th 8:00am-6:00pm
Zirconia, NC \$15

Pigeon Forge Overnight Trip

Tuesday, December 5th

Trip fee includes admission cost and travel. Lunch & meals are on your own. All trips depart from & return to the Watauga Community Recreation Center. Register at rec.watgov.org

For more information, contact Craig Lands at 828-264-9511 or craig.lands@watgov.org

Watauga County Parks and Recreation, 231 Complex Drive, Boone, NC 28607

OUTDOOR

— Movie by the Park Series — by the Tot Lot at the WCRC

FREE

Presented by Watauga
County Parks & Recreation
and Sponsored by Blue
Cross & Blue Shield of
North Carolina

Sunday,
September 3rd
"Grease"
7:45-9:35 pm

Wednesday,
October 4th
"Monsters Inc."
7:30-9 pm

Tuesday,
December 19th
"Elf"
6-8 p.m.

Concessions
Facepainting
Games

*Bring your blankets, chairs, and the whole family!
Alcoholic beverages & tobacco products prohibited.*



WATAUGA COUNTY
PARKS & RECREATION

231 Complex Drive, Boone, NC

wataugacounty.org 828.264.9511



TRUNK-OR-TREAT

Join us for this free community event! Vendors needed to fill up our neigh"boo"hood. To register a trunk, visit rec.watgov.org

SUN
29 5-7
OCT PM

WATAUGA COMMUNITY
RECREATION CENTER
PARKING LOT

231 COMPLEX DRIVE, BOONE, NC
828.264.9511 REC.WATGOV.ORG



AGENDA ITEM 11:

BREAK

AGENDA ITEM 12:

CLOSED SESSION

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