

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

**TUESDAY, OCTOBER 18, 2022
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: October 4, 2022, Regular Meeting October 4, 2022, Closed Session		1
	3	APPROVAL OF THE OCTOBER 18, 2022, AGENDA		9
5:35	4	PARKING DECK UPDATE AND PROPOSED AGREEMENT WITH APPALACHIAN ARCHITECTURE, PA	MR. BILL DIXON	11
5:40	5	OPIOID GRANT OPPORTUNITY	MS. JENNIFER GREENE	51
5:45	6	FAIR HOUSING PLAN UPDATE FOR COMMUNITY CARE BLOCK GRANT FOR COVID RECOVERY (CDBG-CV)	MR. JOE FURMAN	63
5:50	7	PROJECT ON AGING ANNUAL REPORT	MS. ANGIE BOITNOTTE	71
5:55	8	MAINTENANCE BID AWARD	MR. ROBERT MARSH	81
6:00	9	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	85 87
6:05	10	HOWARD'S KNOB PARK MASTER PLAN AND ACCESSIBILITY FOR PARKS GRANT APPLICATION REQUESTS	MR. ERIC SMALLWOOD MR. RON HANCOCK	93
6:10	11	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Contract for Architectural Services for the New 911/Medic Base/EOC Facility B. Recommended Contract Awards for Employee Medical, Dental, and Life Insurance C. Budget Amendment D. Proposed Extension to the Current Forest Service Lease E. Proposed Amendments to Public Comment Rules F. November Meeting Schedule G. Boards and Commissions H. Announcements	MR. DERON GEOUQUE	257 287 293 295 305 309 311 317
6:15	12	PUBLIC COMMENT		319
7:15	13	BREAK		319
7:20	14	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		319
7:45	15	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

October 4, 2022, Regular Meeting

October 4, 2022, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 4, 2022**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, October 4, 2022, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

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

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

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

APPROVAL OF MINUTES

Chairman Kennedy called for additions and/or corrections to the September 20, 2022, regular meeting and closed session minutes.

Commissioner Pertalion, seconded by Vice-Chairman Turnbow, moved to approve the September 20, 2022, regular meeting minutes as presented.

VOTE: Aye-4
 Nay-0

Commissioner Pertalion, seconded by Vice-Chairman Turnbow, moved to approve the September 20, 2022, closed session minutes as presented.

VOTE: Aye-4
 Nay-0

APPROVAL OF AGENDA

Chairman Kennedy called for additions and/or corrections to the October 4, 2022, agenda.

County Manager Geouque requested to add an out-of-state travel request for Ms. Keron Poteat, Assistant Director of Parks and Recreation, for a Special Olympics event.

Commissioner Wallin, seconded by Commissioner Pertalion, moved to approve the October 4, 2022, agenda as amended.

VOTE: Aye-4
Nay-0

APPOINTMENT OF NEW COUNTY COMMISSIONER

Chairman Kennedy stated that, upon the recent resignation of Commissioner Welch, the Board has followed North Carolina General Statute 153A-27 in regards to filling the vacant seat. A consultation with the Watauga Democratic Executive Committee has been completed. The Executive Committee voted unanimously for Mr. Ray Russell to be appointed to fill the vacant seat. Chairman Kennedy stated that the Board of Commissioners was not bound to the Executive Committee's recommendation and called for nominations.

Commissioner Pertalion, seconded by Vice-Chairman Turnbow, moved to nominate Mr. Ray Russell to fill the District 1 vacant seat on the Board of Commissioners.

VOTE: Aye-4
Nay-0

Mr. Ray Russell took his oath of office. Commissioner Russell then took his seat with the Board and the meeting continued.

WATAUGA COUNTY PUBLIC LIBRARY ANNUAL REPORT

Ms. Jane Blackburn, Director of Libraries, Appalachian Regional Library, presented the Watauga County Public Library Annual Report. The report was for information only; therefore, no action was required.

PHASE I TRAILER STORAGE AREA IMPROVEMENTS

On behalf of Mr. Rex Buck, Operation Services Manager, County Manager Geouque stated that staff solicited quotes for Phase I of the Trailer Storage Area Improvements project. A total of three (3) quotes were received with the following results:

- PADCO Excavating, Inc - \$119,569.16
- Carolina Grading and Utilities, Inc. - \$148,500.00
- JW Hampton Company - \$192,000.00

Approval was requested to contract with the low bidder, PADCO Excavating, Inc., for earthworks in the amount of \$119,569.16 and the purchase of supplies and materials (a storm grate inlet, concrete junction box, and stormwater manhole structures from PADCO Excavating, Inc.) in the amount of \$69,220.80 for a total amount of \$188,789.96 for the Phase I Trailer Storage Area Improvements

Commissioner Pertalion, seconded by Vice-Chairman Turnbow, moved to award the bid for earthworks in the amount of \$119,569.16 to PADCO Excavating, Inc. and the purchase of supplies and materials in the amount of \$69,220.80 for a total amount of \$188,789.96 for the Phase I Trailer Storage Area Improvements.

VOTE: Aye-5
Nay-0

EMERGENCY SERVICES MATTERS

A. Priority Dispatch License Renewal

Mr. Will Holt, Emergency Services Director, requested renewal of the Priority Dispatch software license in the amount of \$18,000. The software was used for processing of Fire, EMS and Law Enforcement calls with a nationally recognized list of questions that allow for standardization and prioritization of emergency calls. The cost of the software was 100% funded by 911 surcharge funds and was based on the number of seats it covered. Since merging with the Town of Boone, an additional seat was added.

Commissioner Pertalion, seconded by Commissioner Wallin, moved to approve the contract with Priority Dispatch software license in the amount of \$18,000.

VOTE: Aye-5
Nay-0

B. Rich Mountain Tower Renovation

Mr. Holt requested approval to contract with Engineered Tower Solutions in the amount of \$32,600 to complete the necessary construction drawings and administrative filings for the renovation of the current Rich Mountain Public Safety Radio Tower. Adequate funds were budgeted to cover the expense.

Vice-Chairman Turnbow, seconded by Commissioner Pertalion, moved to authorize Mr. Holt to contract with Engineered Tower Solutions in the amount of \$32,600 to complete the necessary construction drawings for the renovation of the current Rich Mountain Public Safety Radio Tower.

VOTE: Aye-5
Nay-0

HOWARD'S KNOB PARK MASTER PLAN AND ACCESSIBILITY FOR PARKS GRANT APPLICATION REQUESTS

Mr. Eric Smallwood, Parks and Recreation Director, and Mr. Ron Hancock with Destination By Design, presented the proposed Howard's Knob Master Plan as well as a proposed Accessibility for Parks grant application in the amount of \$350,000. Mr. Smallwood stated that the grant would allow for improvements to the park making it more accessible for individuals with physical

disabilities, mental disabilities, and for our veterans. The grant required a 20% match which would be covered by the Watauga County Tourism Development Authority (TDA).

Mr. Hancock reviewed the Master Plan which included the revisions that would increase the accessibility of the park.

Chairman Kennedy tabled consideration of the Master Plan as well as the grant application until the next meeting to allow time for review of the information provided.

PARKS AND RECREATION OUT-OF-STATE TRAVEL REQUEST

County Manager Geouque requested approval for Ms. Keron Poteat, Parks and Recreation Assistant Director, to travel to Hilton Head, South Carolina, from October 11-16, 2022, to take seven Watauga County delegates to participate in the Special Olympics North America Tennis Championships.

Commissioner Peralion, seconded by Vice-Chairman Turnbow, moved to authorize Ms. Keron Poteat's out-of-state travel as requested.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Valle Crucis Elementary School Project Bid Award

County Manager Geouque announced that the Local Government Commission (LGC) approved the sale of bonds and that adequate funds were available in the Capital Improvement Plan to cover the costs for construction of the new Valle Crucis Elementary School. The pre-sale of bonds was scheduled for Tuesday, October 11, 2022, and the sale for Wednesday, October 12, 2022.

Bids were solicited and due on September 1, 2022, for the new school. Three bids were received with H&M Constructors being the lowest responsive bidder with the County exercising all of the bid alternates. County Manager Geouque requested the acceptance of the bid from H&M Constructors in the amount of \$47,874,600 and approval of the total project budget of \$53,530,000 which included architect fees, contingencies, FF&E, and technology.

Vice-Chairman Turnbow, seconded by Commissioner Wallin, moved to accept the bid from H&M Constructors in the amount of \$47,874,600 and approve the total project budget of \$53,530,000 which included architect fees, contingencies, FF&E, and technology.

VOTE: Aye-5
Nay-0

B. Announcements

County Manager Geouque announced the following:

- Please save the date of October 6, 2022, at 2:00 P.M. for a meeting with the Board of Commissioners as well as BREMCO and Skyline representatives to view the progress to expand critical broadband service availability to the majority of homes in the County. The meeting has been set for 2:00 P.M. at 131 Foggy Ridge Road off of Ben Miller Road in Deep Gap. A quorum of the Board may be present; however, County business would not be discussed.
- Save the Date of Tuesday, December 13, 2022, from 11:30 A.M. to 2:00 P.M. for the Annual Employee Christmas Lunch at Dan'l Boone Inn.

PUBLIC COMMENT

The following shared comments regarding concerns with the proposed renovations to Howard's Knob Park: Terry Waldspurger, Jordan Sellers, Dale Whisenant, Charlie Brady, and George Bartholomew.

Dr. Gary Childers, Chairman of the Watauga County School Board, shared his gratitude and thanked the Board for support of the new Valle Crucis Elementary School project and all Watauga County School which consistently remain at the top of ratings. Dr. Childers shared that the Board of Education fully supported action taken earlier in the meeting which would move forward the progress toward a 21st century school. Dr. Childers shared that Dr. Scott Elliott was not able to attend due to a previous engagement.

CLOSED SESSION

At 6:39 P.M., Commissioner Wallin, seconded by Vice-Chairman Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Commissioner Pertation, moved to resume the open meeting at 7:10 P.M.

VOTE: Aye-5
Nay-0

AMENDMENT TO THE AGENDA

Commissioner Pertalion, seconded by Commissioner Wallin, moved to amend the agenda to include action after closed session.

VOTE: Aye-5
Nay-0

ACTION AFTER CLOSED SESSION

Vice-Chairman Turnbow, seconded by Commissioner Pertalion, moved to authorize the County Attorney to file suit against McKinsey & Company, Inc.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Wallin, seconded by Commissioner Pertalion, moved to adjourn the meeting at 7:11 P.M.

VOTE: Aye-5
Nay-0

Billy Kennedy, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE OCTOBER 18, 2022, AGENDA

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AGENDA ITEM 4:**PARKING DECK UPDATE AND PROPOSED AGREEMENT WITH APPALACHIAN ARCHITECTURE, PA****MANAGER'S COMMENTS:**

Mr. Bill Dixon, Appalachian Architecture, will update the Board regarding the Water Street Parking Deck. In addition, Mr. Dixon will request the Board approve the contract with Appalachian Architecture for the design, construction, administration, and permitting of the parking deck. The contract amount of 8% of the estimated cost of \$4,576,000 is \$366,080. Funds have been allocated in the FY 2022-23 budget.

Board action is required to approve the contract with Appalachian Architecture in the amount of \$366,080 for the design, construction, administration, and permitting of the Water Street Parking Deck.

PARKING DECK UPDATE

TIME LINE

August 31, 2021 - Commissioners approved Architect to proceed with development of the two-level 140 space parking deck based on conceptual design drawings

Estimated costs- 4.5 million + 10% fees – (survey, soils testing, engineering, architecture) = \$5,033,600.

Fall 2021/Winter 2022 – Appalachian Architecture/Municipal Engineering investigated options and began developing plans

Spring 2022 – Continued design and prepared drawings for town approvals, Zoning Ordinance and Building Code research

May 23, 2022- Recombination of two parcels into one parcel

May 25, 2022 - Deadline for application to Historic Preservation Commission (HPC) – Certificate of Appropriateness (COA)

June 19th, 2022 – Additional soil borings to determine depth of foundations of the town’s Queen Street retaining walls-Solid Rock Engineering

July 8, 2022 – Deadline for application submittal to Town of Boone for Conditional District rezoning

July 12, 2022 – Initial HPC meeting

July 26, 2022 – special HPC meeting continued

July 27, 2022 – Neighborhood meeting in Commissioner’s Board Room – storm water on Water Street

August 9, 2022 – HPC approved COA

August 2022 – DOT review and preliminary approval

August 22, 2022 – Public hearing for Conditional District rezoning (Planning Commission and Town Council)

Planning Commission unanimous approval

August 31, 2022 – Special meeting – Town Council approved Conditional District Rezoning

September/October/November – Appalachian Architecture/Municipal Engineering preparing documents for public bidding process

December 2022– Documents released for public bidding and Zoning Application submittal to town

January 2023 – Bids received/Contractor selected

February 2023- Construction contracts/building permits

March 2023 Construction commences

PRELIMINARY BUDGET UPDATE

ARCHITECTS AIA CONTRACT – Includes civil, structural, plumbing, mechanical, electrical, fire protection engineering, contractor selection, permitting and construction administration

Additions and Deletions Report for AIA[®] Document B101[™] – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:34:12 ET on 10/10/2022.

PAGE 1

AGREEMENT made as of the Eighteenth day of October in the year Two Thousand Twenty Two

...

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

...

Appalachian Architecture, P.A. William (Bill) M. Dixon, Jr.
703 West King Street, Suite #201
P.O. Box 179
Boone, NC 28607

...

Design of a two level 50,000 sf(+/-) parking structure to provide 140(+/-) parking spaces on an approximate ¾ acre site owned by the County located at 136 North Water Street in downtown Boone.

PAGE 2

Construct two level parking structure on land owned by Watauga County in downtown Boone.

...

¾ acre site in downtown Boone. Topographic survey and preliminary geotechnical reports have been provided by County.

...

\$4,576,000.00

PAGE 3

Approval of "Certificate of Appropriateness" from Historic Preservation Commission on August 9, 2022. Approval of Conditional District Rezoning from Boone Town Council on August 31, 2022.

...

Spring 2023

...

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User Notes:

(1732856685)

Undetermined

...

N/A

...

Public bidding process

...

N/A

...

Deron Geouque, County Manager
Robert Marsh, Facilities Maintenance Director
814 West King Street, Suite #205
Boone, NC 28607

...

N/A

...

Solid Rock Engineering, PLLC Jeff Holchin, PE
577 George Wilson Road, Suite #5
Boone, NC 28607

PAGE 4

Municipal Engineering Services Company Alan Crees, PE
820-B State Farm Road
Boone, NC 28607

...

N/A

...

William (Bill) M. Dixon, Jr., Architect
Leigh Blevins, Project Manager
Appalachian Architecture, P.A.
703 West King Street, Suite #201
P.O. Box 179
Boone, NC 28607

...

Taylor & Viola Structural Engineers James Tate, PE
308 15th Street SE
Hickory, NC 28602

...

George O. Brown and Associates, PLLC George Brown, PE
 834 3rd Avenue NW
 Hickory, NC 28601

...

Allied Consulting Engineers Dean Belk, PE
 709 Catawba Street
 Belmont, NC 28012

...

N/A
PAGE 5

N/A

...

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Three Hundred Thousand (\$ 300,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, Twenty Five Thousand Dollars (\$ 25,000.00) each employee, and Two Million Dollars (\$ 2,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

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§ 4.1.1 The services listed below are ~~not~~ included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1	Programming	<u>N/A</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3	Measured drawings	<u>N/A</u>
§ 4.1.1.4	Existing facilities surveys	<u>N/A</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>N/A</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>N/A</u>

§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>N/A</u>
§ 4.1.1.11	Value analysis	<u>N/A</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>N/A</u>
§ 4.1.1.13	On-site project representation	<u>N/A</u>
§ 4.1.1.14	Conformed documents for construction	<u>N/A</u>
§ 4.1.1.15	As-designed record drawings	<u>N/A</u>
§ 4.1.1.16	As-constructed record drawings	<u>N/A</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18	Facility support services	<u>N/A</u>
§ 4.1.1.19	Tenant-related services	<u>N/A</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>N/A</u>
§ 4.1.1.21	Telecommunications/data design	<u>N/A</u>
§ 4.1.1.22	Security evaluation and planning	<u>N/A</u>
§ 4.1.1.23	Commissioning	<u>N/A</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25	Fast-track design services	<u>N/A</u>
§ 4.1.1.26	Multiple bid packages	<u>N/A</u>
§ 4.1.1.27	Historic preservation	<u>Architect</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>N/A</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Sprinkler Engineer</u>
§ 4.1.1.30	Other Supplemental Services	<u>Pre-cast Concrete Engineer</u>

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N/A

...

N/A

PAGE 13

- .1 Unlimited () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Unlimited () visits to the site by the Architect during construction
- .3 Unlimited () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Unlimited () inspections for any portion of the Work to determine final completion.

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§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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[X] Litigation in a court of competent jurisdiction

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N/A

...

N/A

PAGE 20

\$366,080.00 based on 8% of estimated \$4,576,000.00 cost of construction.

...

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

N/A
PAGE 21

Hourly per our standard rates

...

Hourly per our standard rates

...

Schematic Design Phase	<u>fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>fifteen</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>fifty</u>	percent (	<u>50</u>	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>fifteen</u>	percent (	<u>15</u>	%)

...

Hourly Rates

...

<u>Architect</u>	<u>\$160.00/Hour</u>
<u>Project Manager</u>	<u>\$95.00/Hour</u>
<u>Code Research</u>	<u>\$110.00/Hour</u>
<u>Administrative/Clerical</u>	<u>\$65.00/Hour</u>

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

...

N/A

...

§ 11.10.1.1 An initial payment of N/A (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % per month

...

N/A
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- .2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

...

Plans approved by Town of Boone's Historic Preservation Commission on August 9, 2022. Plans approved by Town of Boone's Town Council on August 31, 2022.

...

Watauga County Deron Geouque, County Manager

William (Bill) Max Dixon, Jr., Architect NC License #5579

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:34:12 ET on 10/10/2022 under Order No. 2114371663 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighteenth day of October in the year Two Thousand Twenty Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Appalachian Architecture, P.A. William (Bill) M. Dixon, Jr.
 703 West King Street, Suite #201
 P.O. Box 179
 Boone, NC 28607

for the following Project:
(Name, location and detailed description)

Design of a two level 50,000 sf(+/-) parking structure to provide 140(+/-) parking spaces on an approximate ¾ acre site owned by the County located at 136 North Water Street in downtown Boone.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Construct two level parking structure on land owned by Watauga County in downtown Boone.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

3/4 acre site in downtown Boone. Topographic survey and preliminary geotechnical reports have been provided by County.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

\$4,576,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Approval of "Certificate of Appropriateness" from Historic Preservation Commission on August 9, 2022. Approval of Conditional District Rezoning from Boone Town Council on August 31, 2022.

.2 Construction commencement date:

Spring 2023

.3 Substantial Completion date or dates:

Undetermined

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Public bidding process

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Deron Geouque, County Manager
 Robert Marsh, Facilities Maintenance Director
 814 West King Street, Suite #205
 Boone, NC 28607

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Solid Rock Engineering, PLLC Jeff Holchin, PE
 577 George Wilson Road, Suite #5
 Boone, NC 28607

.2 Civil Engineer:

Municipal Engineering Services Company Alan Crees, PE
820-B State Farm Road
Boone, NC 28607

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

William (Bill) M. Dixon, Jr., Architect
Leigh Blevins, Project Manager
Appalachian Architecture, P.A.
703 West King Street, Suite #201
P.O. Box 179
Boone, NC 28607

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Taylor & Viola Structural Engineers James Tate, PE
308 15th Street SE
Hickory, NC 28602

.2 Mechanical Engineer:

George O. Brown and Associates, PLLC George Brown, PE
834 3rd Avenue NW
Hickory, NC 28601

.3 Electrical Engineer:

Allied Consulting Engineers Dean Belk, PE
709 Catawba Street
Belmont, NC 28012

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Three Hundred Thousand (\$ 300,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

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than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, Twenty Five Thousand Dollars (\$ 25,000.00) each employee, and Two Million Dollars (\$ 2,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

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Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	Sprinkler Engineer
§ 4.1.1.30 Other Supplemental Services	Pre-cast Concrete Engineer

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Unlimited () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Unlimited () visits to the site by the Architect during construction
- .3 Unlimited () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Unlimited () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

Init.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

Init.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$366,080.00 based on 8% of estimated \$4,576,000.00 cost of construction.
- .2 Percentage Basis
(Insert percentage value)

N/A ()% of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per our standard rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Hourly per our standard rates

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	fifteen	percent (	15	%)
Construction Documents Phase	fifty	percent (	50	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly Rates

Employee or Category	Rate (\$0.00)
Architect	\$160.00/Hour
Project Manager	\$95.00/Hour
Code Research	\$110.00/Hour
Administrative/Clerical	\$65.00/Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of N/A (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 *(Insert the date of the E203-2013 incorporated into this agreement.)*

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Plans approved by Town of Boone’s Historic Preservation Commission on August 9, 2022. Plans approved by Town of Boone’s Town Council on August 31, 2022.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Watauga County Deron Geouque, County Manager
(Printed name and title)

ARCHITECT *(Signature)*

William (Bill) Max Dixon, Jr., Architect NC License #5579
(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA[®] Document B101[™] – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:34:12 ET on 10/10/2022.

PAGE 1

AGREEMENT made as of the Eighteenth day of October in the year Two Thousand Twenty Two

...

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

...

Appalachian Architecture, P.A. William (Bill) M. Dixon, Jr.
703 West King Street, Suite #201
P.O. Box 179
Boone, NC 28607

...

Design of a two level 50,000 sf(+/-) parking structure to provide 140(+/-) parking spaces on an approximate ¼ acre site owned by the County located at 136 North Water Street in downtown Boone.

PAGE 2

Construct two level parking structure on land owned by Watauga County in downtown Boone.

...

3/4 acre site in downtown Boone. Topographic survey and preliminary geotechnical reports have been provided by County.

...

\$4,576,000.00

PAGE 3

Approval of "Certificate of Appropriateness" from Historic Preservation Commission on August 9, 2022. Approval of Conditional District Rezoning from Boone Town Council on August 31, 2022.

...

Spring 2023

...

Undetermined

...

N/A

...

Public bidding process

...

N/A

...

Deron Geouque, County Manager
Robert Marsh, Facilities Maintenance Director
814 West King Street, Suite #205
Boone, NC 28607

...

N/A

...

Solid Rock Engineering, PLLC Jeff Holchin, PE
577 George Wilson Road, Suite #5
Boone, NC 28607

PAGE 4

Municipal Engineering Services Company Alan Crees, PE
820-B State Farm Road
Boone, NC 28607

...

N/A

...

William (Bill) M. Dixon, Jr., Architect
Leigh Blevins, Project Manager
Appalachian Architecture, P.A.
703 West King Street, Suite #201
P.O. Box 179
Boone, NC 28607

...

Taylor & Viola Structural Engineers James Tate, PE
308 15th Street SE
Hickory, NC 28602

...

George O. Brown and Associates, PLLC George Brown, PE
834 3rd Avenue NW
Hickory, NC 28601

...

Allied Consulting Engineers Dean Belk, PE
709 Catawba Street
Belmont, NC 28012

...

N/A
PAGE 5

N/A

...

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Three Hundred Thousand (\$ 300,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, Twenty Five Thousand Dollars (\$ 25,000.00) each employee, and Two Million Dollars (\$ 2,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

PAGE 11

§ 4.1.1 The services listed below are ~~not~~ included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1	Programming	<u>N/A</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3	Measured drawings	<u>N/A</u>
§ 4.1.1.4	Existing facilities surveys	<u>N/A</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>N/A</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>N/A</u>

§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>N/A</u>
§ 4.1.1.11	Value analysis	<u>N/A</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>N/A</u>
§ 4.1.1.13	On-site project representation	<u>N/A</u>
§ 4.1.1.14	Conformed documents for construction	<u>N/A</u>
§ 4.1.1.15	As-designed record drawings	<u>N/A</u>
§ 4.1.1.16	As-constructed record drawings	<u>N/A</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18	Facility support services	<u>N/A</u>
§ 4.1.1.19	Tenant-related services	<u>N/A</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>N/A</u>
§ 4.1.1.21	Telecommunications/data design	<u>N/A</u>
§ 4.1.1.22	Security evaluation and planning	<u>N/A</u>
§ 4.1.1.23	Commissioning	<u>N/A</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25	Fast-track design services	<u>N/A</u>
§ 4.1.1.26	Multiple bid packages	<u>N/A</u>
§ 4.1.1.27	Historic preservation	<u>Architect</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>N/A</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Sprinkler Engineer</u>
§ 4.1.1.30	Other Supplemental Services	<u>Pre-cast Concrete Engineer</u>

PAGE 12

N/A

...

N/A

PAGE 13

- .1 Unlimited () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Unlimited () visits to the site by the Architect during construction
- .3 Unlimited () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Unlimited () inspections for any portion of the Work to determine final completion.

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

Litigation in a court of competent jurisdiction

PAGE 19

N/A

...

PAGE 20

N/A

\$366,080.00 based on 8% of estimated \$4,576,000.00 cost of construction.

...

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

N/A
PAGE 21

Hourly per our standard rates

...

Hourly per our standard rates

...

Schematic Design Phase	<u>fifteen</u>	percent (	<u>15</u>)	%)
Design Development Phase	<u>fifteen</u>	percent (	<u>15</u>)	%)
Construction Documents Phase	<u>fifty</u>	percent (	<u>50</u>)	%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>)	%)
Construction Phase	<u>fifteen</u>	percent (	<u>15</u>)	%)

...

Hourly Rates

...

<u>Architect</u>	<u>\$160.00/Hour</u>
<u>Project Manager</u>	<u>\$95.00/Hour</u>
<u>Code Research</u>	<u>\$110.00/Hour</u>
<u>Administrative/Clerical</u>	<u>\$65.00/Hour</u>

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

...

N/A

...

§ 11.10.1.1 An initial payment of N/A (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % per month

...

N/A
PAGE 23

.2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

Plans approved by Town of Boone's Historic Preservation Commission on August 9, 2022. Plans approved by Town of Boone's Town Council on August 31, 2022.

...

Watauga County Deron Geouque, County Manager

William (Bill) Max Dixon, Jr., Architect NC License #5579

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:34:12 ET on 10/10/2022 under Order No. 2114371663 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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AGENDA ITEM 5:**OPIOID GRANT OPPORTUNITY****MANAGER'S COMMENTS:**

The County is in the process of forming a committee/taskforce to develop a comprehensive plan on the expenditure of the opioid's settlement funding. The goal of the group is to develop a long-term plan that will have the most impact on our community. Ms. Jennifer Greene, AppHealthCare Director, will request authorization from the Board to apply for a grant to supplement the current opioid funding. In addition, Ms. Greene will request the Board authorize the County Manager to sign the letter of support for the grant.

Board action is required to authorize Ms. Greene to apply for the grant.



AppHealthCare
Appalachian District Health Department
www.AppHealthCare.com



Caring for our Community

October 14, 2022

Dear Watauga County Board of Commissioners,

As we begin the community planning efforts to make recommendations for funding for addressing the opioid crisis in Watauga County, AppHealthCare kindly requests support for submission of an application to the Vital Strategies grant, in the amount of \$40,000 annually for three years, to utilize as matching funds for the Watauga County selected strategies.

A special planning process will convene in early November to prepare a proposed action plan in accordance with the NC Opioid State Action Plan and Opioid Settlement funding requirements. This process will be facilitated by AppHealthCare to create a collaborative approach to meeting this important need in our community.

Our request is to provide a letter of support outlining the support for the AppHealthCare application with the matching amount requested of \$40,000 per year for three years to support prior approved strategies. Additionally, this letter will outline the commitment of Watauga County to provide an ongoing commitment to these strategies for the duration of the funding of at least 75% or \$30,000 annually, for the settlement funding period, up to 2038.

While AppHealthCare will be the award recipient, we will act as facilitators to support the funding needs based on the final approval of the Watauga County Board of Commissioners in alignment with the community action plan created. This may include redistributing Vital Strategies funding based on the awarded amount and adopted plan.

The strategies for the proposal may include the following, as outlined in the NC Opioid Settlement Memorandum of Agreement, as outlined in Attachment A, enclosed.

We appreciate your consideration to take advantage of this opportunity to leverage this opportunity to improve public health in Watauga County.

Sincerely,

Jennifer Greene, MPH
Health Director/CEO

BUSINESS OFFICE 157 Health Services Road PO Box 309 Sparta, NC 28675 336-372-5641 336-372-7793 Fax	ALLEGHANY CO. HEALTH CENTER 157 Health Services Road PO Box 309 Sparta, NC 28675 336-372-5641 336-372-7793 Fax	ASHE CO. HEALTH CENTER 413 McConnell Street PO Box 208 Jefferson, NC 28640 336-246-9449 336-246-8163 Fax	WATAUGA CO. HEALTH CENTER 126 Poplar Grove Connector PO Box 307 Boone, NC 28607 828-264-4995 828-264-4997 Fax
---	---	---	--

Attachment A:

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities that provide free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

BUSINESS OFFICE 157 Health Services Road PO Box 309 Sparta, NC 28675 336-372-5641 336-372-7793 Fax	ALLEGHANY CO. HEALTH CENTER 157 Health Services Road PO Box 309 Sparta, NC 28675 336-372-5641 336-372-7793 Fax	ASHE CO. HEALTH CENTER 413 McConnell Street PO Box 208 Jefferson, NC 28640 336-246-9449 336-246-8163 Fax	WATAUGA CO. HEALTH CENTER 126 Poplar Grove Connector PO Box 307 Boone, NC 28607 828-264-4995 828-264-4997 Fax
---	---	---	--



WATAUGA COUNTY

OFFICE OF THE
COUNTY MANAGER

Administration Building, Suite 205 – 814 West King Street – Boone, NC 28607 – (828) 265-8000
TDD 1-800-735-2962 – Voice 1-800-735-8262 – FAX (828) 264-3230

October 18, 2022

Attn: RFA –Leveraging Opioid Settlement Dollars to Support Harm Reduction Programs in NC
Jurisdictions
Vital Strategies, Inc.
100 Broadway, 4th Floor
New York, NY 10005

Dear grant review team,

Watauga County is pleased to provide this letter of commitment on behalf of the AppHealthCare application to support the collaborative action plan for Watauga County to address the opioid epidemic in our community.

To demonstrate our commitment, we restate our role to provide \$40,000 annually of matching funds for the selected strategies in alignment with the NC Opioid Settlement requirements and those of the RFA, for a period of three years, with funding beginning by January, 2023. In addition, the county plan and funding strategy will include at least 75% of the matching funding, or an allocation of \$30,000 annually for the duration of the settlement funding, through the 2038 timeline.

We appreciate the consideration of this proposal to help us leverage this opportunity to improve public health in our community.

Sincerely,

Deron Geouque
County Manager

REQUEST FOR APPLICATIONS

Leveraging Opioid Settlement Dollars to Support Harm Reduction Programs in NC Jurisdictions

Eligible Applicants: North Carolina Local and Municipal Governments, Health Departments and Community-Based Organizations

Contents

PURPOSE	2
BACKGROUND	2
ELIGIBILITY CRITERIA	4
PROPOSAL INSTRUCTIONS	5
Appendix B – Budget Template	7
Appendix C – Scoring Sheet for Proposals	8

Leveraging Opioid Settlement Dollars to Support Harm Reduction Programs in NC Jurisdictions

PURPOSE

The purpose of this initiative is to leverage opioid settlement funds to build community capacity for overdose prevention at the local level.

Syringe service programs (SSPs) and community naloxone distribution are key in reducing overdose deaths and engaging people who use drugs (PWUD) in health and social services. In a brief survey with 14 North Carolina syringe service programs providing services across 27 counties, only two stated that they received any funding from local governments to operate.

Opioid settlement funds provide an opportunity to build local capacity to address the overdose crisis through government and community collaboration. **To establish and/or expand these partnerships, Vital Strategies will match county opioid settlement funding directed to community SSPs and naloxone distribution up to \$70,000.00 per year for three years.** As county and municipal governments work together with affected communities, they will build on created partnerships to adjust to the challenges of the overdose crisis over the following 15 years.

BACKGROUND

OVERDOSE EMERGENCY

Overdose was declared a public health emergency by the U.S. Department of Health and Human Services in 2017. Since then, other than a brief decline between 2017 and 2018, overdose deaths have been increasing steadily in the U.S. In North Carolina, overdose deaths increased by 40% from 2019 to 2020. Rapid changes to the drug supply with potent synthetic opioids such as fentanyl entering the market, impacts of the COVID-19 pandemic and other factors may be to blame; however, lack of focused strategies and funding for community-based harm reduction programming are also contributing to the crisis.

North Carolina ranks among the top half of states in the nation in overdose fatalities. These deaths are preventable, and are disproportionately impact lower income residents in rural areas, as well as Black and Indigenous communities. While 2020 NC overdose death statistics indicated a spike in deaths across all demographics, Black and Indigenous North Carolinians were most affected experiencing a 66% and a 93% increase in overdose deaths respectively. These data are consistent with overall unprecedented rates of overdose deaths in Black and Indigenous communities across the US and underline inequities that must be addressed.

In addition to fatal overdose, PWUD face rising risk of contracting preventable infectious diseases such as HIV and hepatitis C, as well as costly and painful soft skin tissue and bacterial infections. The rate of acute hepatitis C rose 9-fold across North Carolina between 2007 and 2016 (10-year period). Between

2010 and 2015 heart valve infections associated with injection drug use increased 12-fold, and Sepsis (bloodstream infection) increased 4-fold. While helping to navigate available health resources for a marginalized population, SSPs connect PWUD to sterile supplies and naloxone which can prevent infectious disease and fatal overdose.

FUNDER

To reduce overdose deaths in the United States, Bloomberg Philanthropies Overdose Prevention Initiative works in seven states: Kentucky, New Jersey, New Mexico, North Carolina, Michigan, Pennsylvania, and Wisconsin. The initiative prioritizes a public health approach to overdose prevention, rooted in data and science-based interventions. With a focus on state-based implementation and federal policy advocacy, initiative partners will provide expert advising and project funding in the states through 2026.

Vital Strategies is the lead technical and implementation partner for Bloomberg Philanthropies Overdose Prevention Initiative. Vital Strategies is a global organization focused on strengthening public health systems through designing and supporting scalable solutions to the leading causes of death. In the U.S. Vital Strategies previously worked in Michigan, Pennsylvania and in cities in Connecticut and New Jersey to curb overdose deaths. In 2021 expanding to five new states with high overdose mortality, Vital Strategies brings financial resources and technical assistance to North Carolina and works with government and community partners to establish effective policy and program models for reducing overdose deaths.

GRANT OPPORTUNITY

This request for applications aims to establish a co-funding mechanism to support NC counties and municipalities in leveraging Opioid Settlement Funds. Vital Strategies has agreed to match up to \$70,000 per year for harm reduction-oriented community programming funded with county Opioid Settlement dollars. Counties will be responsible for continued funding of these community-based initiatives after the three-year match from Vital Strategies expires. While strategies may evolve through the duration of the settlement funding availability, counties will continue to allocate a percentage of their original annual pledge to community-based harm reduction initiatives. For example: if counties fund \$10,000 for three years, Vital Strategies will provide a matching \$10,000 for three years, after which the county, in discussion with community, would agree to continue funding at minimum 75% or \$7,500 per year for the remaining distribution period for the Opioid Settlement dollars.

ELIGIBILITY CRITERIA

ELIGIBLE APPLICANTS

- 1) 501 (C) 3 non-profit organizations, or
- 2) Local governments and/or local health departments

Both non-profit and government applicants will need to submit proof of county's commitment to earmark a matching portion of Opioid Settlement Funds to this initiative. Such proof may be either a formal recorded county budget discussion and/or a letter of commitment supplied by the county. If additional support and/or templates are needed from Vital Strategies, please use emails below to request them. Counties should also demonstrate commitment to sustainability of community initiatives beyond the match.

TYPES OF SERVICES TO BE SUPPORTED

Services and interventions described in the proposal must align with:

- Strategy 7 (Naloxone Distribution) from [Option A List](#) of the NC Memorandum of Agreement, and/or
- Strategy 9 (Syringe Service Programs) from [Option A List](#) of the NC Memorandum of Agreement, and/or
- Strategy H (Harm Reduction) from [Option B List](#) of the NC Memorandum of Agreement

Proposals should focus on low threshold community naloxone distribution, engagement of peer workers, and long-term support to evidence-based harm reduction services. Drug checking supplies, such as fentanyl strips, naloxone, and safer drug use supplies may be supported from the funds, as well as positions for peer engagement coordinators, salaries, vehicle fuel, and other expenditures related to the delivery of services. Successful proposals will include how their program will prioritize historically marginalized populations such as Black, Indigenous, and Latinx communities, as well as plans for sustainability after the match has concluded.

Questions about eligibility or proposal details can be submitted via email to Kat Humphries Montoya at khumphries@vitalstrategies.org or Marina Smelyanskaya msmelyanskaya@vitalstrategies.org. We will hold to webinars to address the FAQ on October 4th and October 26th. To sign up, please use [this link](#).

The maximum allowable funding request per applicant is \$210,000 over the three-year grant period, or a maximum amount of \$70,000 per year for three years.

The three-year grant period is anticipated to begin on January 1, 2023, and funding is non-renewable beyond the grant period; this is a one-time-only award. Funding must be matched with county Opioid Settlement dollars.

Full application is due to overdose@vitalstrategies.org by 11:59pm EST on Monday October 31, 2022.

PROPOSAL INSTRUCTIONS

I. Cover Page

1. Applicant name
2. Applicant mailing address
3. Applicant shipping address, if different from mailing address (cannot be a PO box)
4. Signature and typed name(s) of the community-based organization leadership (or proposed leadership)
5. Name, title, email address, and phone number of contact person for the application
6. Date of submission
7. Total budget amount being requested (the budget template allows to calculate the entire budget and then calculate the match requested) (Appendix B)
8. Proposed project focus and harm reduction strategy (strategies)
 - Indicate which strategy is (or strategies are) addressed

II. Project Narrative

1. **Executive Summary:** What are the main expected results and activities of your project? Please provide a brief summary of what your project will be achieving and how. (150-250 words)
2. **Background:** What are the key problems related to overdose in your county that you are proposing to address? Please provide data, if available, description of existing programs, and describe key challenges for people who use drugs in obtaining services. (250 -500 words)
3. **Project description and outcomes:** What are the specific results that your proposed program will seek to achieve (please use suggested indicators) and through what interventions (350-500 words)
4. **Community Engagement:** How will you ensure buy-in from the community and involvement of people who use drugs (250 words)
5. **Racial equity:** Please describe how the projected activities attempt to address racial equity. Describe demographics of the county, and how you will ensure outreach to historically marginalized populations (250 -350 words)
6. **Agency and partner capacity:** Please describe agency and/or CBO partner capacity in performing this work (150-250 words)

7. Sustainability: Please describe how the project will continue to engage community around overdose prevention after the match is complete and how opioid settlement funding will be leveraged to provide for sustainability? (150-250 words)

III. Letter of Commitment for Match

Please submit either county budget discussions and/or letter of commitment describing county commitment to provide funds for community harm reduction initiatives for at least 3 years. In the Sustainability portion of your proposal, please also mention county commitment to fund sustainable community-driven overdose prevention initiatives for the duration of the opioid settlement funding distribution.

IV. Budget

Please use the budget template provided to articulate a detailed funding request for the proposed project. The template proposes to calculate the entire budget and then supports calculations of a match. Please note the total match amount cannot exceed \$210,000 over a 3-year period anticipated to begin January 1, 2023.

- Please start with the second budget detail tab – it will populate the first tab automatically.
- The budget narrative should explain how the numbers in the budget were calculated and how each expense is related to the proposed project.
- Be sure to determine if the cost in the contract is reasonable and justifiable.
- Intramuscular naloxone can be procured through Remedy Alliance with the expected cost of \$3.75/vial. Naloxone kits typically contain at least two vials of naloxone, two intramuscular syringes, and require a translucent container. Naloxone may be procured through other sources.

The budget should be for three yearly periods and may align with county fiscal year timelines, please indicate when your project will start (no earlier than January 1, 2023) and when it will end.

Note that funds cannot be used for lobbying as defined in Section 4911 of the U.S. Code.

IV. Review and Scoring

All proposals will be reviewed and scored by a review committee established by Vital Strategies in collaboration with NC partners. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and its alignment with project priorities that resources and services are provided directly to people who use drugs. Final funding decisions will be made by Vital Strategies.

See Appendix C for detailed scoring approach.

Appendix B – Budget Template

Please download the file from [this link](#) and do not edit the original.

Appendix C – Scoring Sheet for Proposals

Criteria Dimensions	Scale (highest number is best)		Reviewer Score
Baseline Eligibility			
Does the proposal fit within the scope of the harm reduction interventions described in the RFP, either through direct implementation, or capacity building for future implementation?	YES / NO		
If YES, then application is eligible, and reviewers may proceed with scoring. If NO, then application is not eligible, and reviewers may stop here.			
Fidelity to and commitment to racial equity approach, harm reduction framework			
Harm Reduction Framework: How strongly does the proposal align with a harm reduction framework and principles?	1 to 10		
Diversity and Racial Equity Commitment: Does the proposal discuss how interventions will address equity?	1 to 10		
Inclusion plan: To what degree are harm reduction providers and people with lived experience involved in guiding and decision-making for the proposed project?	1 to 10		
Quality and clarity of the proposal			
Need: To what degree will the matching funds address an unmet need?	1 to 10		
Agency capacity: What is the level of the applicant's capacity, buy-in from essential partners, and relationships with the population to be served, to perform the proposed activities?	1 to 10		
Scope of work: To what degree are the proposed activities grounded in evidence, reflecting best practices, and aligned with priority harm reduction strategies?	1 to 15		
Potential Impact: To what degree does the proposed project impact the community and utilize the Opioid Settlement dollars to save lives?	1 to 10		
Budget: How strongly are the proposed expenditures appropriate, feasible, and focused on (1) capacity building activities that will likely result in implementation (for planning projects), or (2) service delivery to the priority population (for implementation projects)?	1 to 5		
Reach and Impact			
Focus and reach: To what degree is the proposed project likely to reach people who are highest risk in the community, and does it serve to reduce health disparities?	1 to 10		
Jurisdictional level of need: To what degree does the relevant jurisdiction show indicators of need, e.g., fatal, and nonfatal overdose rates, service gaps, and other key health indicators?	1 to 5		
Sustainability and Continuity			
Sustainability: How clear is the sustainability and continuity plan?	1 to 10		
		Total Score	/105

AGENDA ITEM 6:**FAIR HOUSING PLAN UPDATE FOR COMMUNITY CARE BLOCK GRANT FOR COVID RECOVERY (CDBG-CV)****MANAGER'S COMMENTS:**

Mr. Joe Furman, Planning and Inspections Director, will discuss with the Board the need to update the schedule of activities required by the Community Development Block Grant (CDBG) for COVID recovery. One of the activities was the attached Fair Housing Plan (executed). In the 4th quarter, 2022 the activity to adopt fair housing resolution was scheduled for March. This activity now needs to occur in the 1st quarter, 2023, requiring the plan to be amended. The NC Department of Commerce, which oversees these grants, requires that formal action be taken to correct this error. The remedy is to rearrange activities, moving one scheduled for 3rd quarter 2023 into the 4th quarter 2022 slot and shifting everything down. The activities in question are highlighted in the attached updated plan.

Mr. Furman will request the Board adopt the amended changes. Board action is required.

Recipient's Plan to Further Fair Housing

Grantee: Watauga County

Recipient's Address: 814 W. King Street, Boone, NC 28607

Contact Person: Deron Geouque

Contact Phone #: (828) 265-8000

Contact Email:

deron.geouque@watgov.org

TDD/RelayNC # : 7-1-1

I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.

First Time _____

Past Activities X

II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary)

The primary obstacles to affirmatively furthering fair housing in Alleghany County are the following:

1. A large number of people within the community are unaware of the existence of fair housing laws;
2. Many residents do not understand the rights and responsibilities of individuals covered by fair housing laws;

III. Will the above activities apply to the total municipality or county?

Yes X

No _____

If no, provide an explanation.

(Use additional pages as necessary)

IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.* (Use attached table)

Grantee: Watauga County

Quarterly Fair Housing Activity	Months	Year	Estimated Cost	Actual Cost
Adopt FH policy, Complaint Procedure	Jan. – Mar.	2021	\$0.00	
Publish FH Complaint Procedure in local newspaper	Apr.-June	2021	\$100.00	
Provide FH brochures in County buildings.	July-Sep.	2021	\$30.00	
Provide area realtors and local lenders with HUD homebuyer information.	Oct.-Dec.	2021	\$75.00	
Provide County buildings with landlord/tenant information.	Jan.-Mar.	2022	\$30.00	
Provide local Cooperative Extension and Social Services office with Fair Housing and HUD homebuyer materials.	Apr.-June	2022	\$30.00	
Replenish Fair Housing information as needed in County buildings.	July-Sep.	2022	\$30.00	
In March Adopt a Fair Housing Resolution in support of Fair Housing Month (April)	Oct.-Dec.	2022	\$0.00	
Post Fair Housing Resolution and Current FH Complaint Procedure on County website.	Jan.-Mar.	2023	\$0.00	
Replenish landlord/tenant information in County Buildings as necessary	Apr.-June	2023	\$30.00	
Post FH Complaint Procedure in County buildings	July-Sep.	2023	\$5.00	
Replenish FH brochures as needed in County buildings.	Oct.-Dec.	2023	\$30.00	

V. **Describe recipient’s method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures.** (Use additional pages as necessary)

- 1) Any person or persons wishing to file a complaint of housing discrimination in Allegheny County may do so by **informing the County Manager** of the facts and circumstance of the alleged discriminatory acts or practice.
- 2) Upon receiving a housing discrimination complaint, the County Manager shall acknowledge the complaint within **10 days in writing** and inform the NC Department of Commerce and the North Carolina Human Relations Commission about the complaint.
- 3) The County Manager shall **offer assistance** to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the county.
- 4) The County Manager shall **publicize** in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.

Approved By:

John Welch, Chairman

**Name and Title of
Chief Elected or Executive Officer**

John Welch
Signature

February 9, 2021
Date



Recipient’s Plan to Further Fair Housing

Grantee: Watauga County

Recipient’s Address: 814 W. King Street, Boone, NC 28607

Contact Person: Deron Geouque

Contact Phone #: (828) 265-8000

Contact Email:

deron.geouque@watgov.org

TDD/RelayNC # : 7-1-1

I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.

First Time _____

Past Activities X

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III. Will the above activities apply to the total municipality or county?

Yes X

No _____

If no, provide an explanation.

(Use additional pages as necessary)

IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.* (Use attached table)

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Provide FH brochures in County buildings.	July-Sep.	2021	\$30.00	
Provide area realtors and local lenders with HUD homebuyer information.	Oct.-Dec.	2021	\$75.00	
Provide County buildings with landlord/tenant information.	Jan.-Mar.	2022	\$30.00	
Provide local Cooperative Extension and Social Services office with Fair Housing and HUD homebuyer materials.	Apr.-June	2022	\$30.00	
Replenish Fair Housing information as needed in County buildings.	July-Sep.	2022	\$30.00	
Post FH Complaint Procedure in County buildings	Oct.-Dec.	2022	\$0.00	
In March Adopt a Fair Housing Resolution in support of Fair Housing Month (April)	Jan.-Mar.	2023	\$0.00	
Post Fair Housing Resolution and Current FH Complaint Procedure on County website.	Apr.-June	2023	\$0.00	
Replenish landlord/tenant information in County Buildings as necessary	July-Sep.	2023	\$30.00	
Replenish FH brochures as needed in County buildings.	Oct.-Dec.	2023	\$30.00	

V. Describe recipient’s method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary)

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- 3) The County Manager shall **offer assistance** to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the county.
- 4) The County Manager shall **publicize** in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.

Approved By:

Billy Kennedy, Chairman

<p>Name and Title of Chief Elected or Executive Officer</p>	<p>Signature</p>	<p>Date</p>
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AGENDA ITEM 7:

PROJECT ON AGING ANNUAL REPORT

MANAGER'S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will submit the Fiscal Year 2022 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, 2022

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
FY22 ANNUAL REPORT
JULY 1, 2021 – JUNE 30, 2022**

FY22 Budget

Budgeted Amount	\$ 1,683,641
Expenditures	<u>1,448,503</u> (86%)
Balance (under)	\$ 235,138 (14%)

FY22 Revenue

Medicaid	\$ 102,002	} \$518,908 (36%)
DSS Contract	7,871	
Donations/Fees	21,390	
HCCBG, State funds, NSIP	336,866	
HDC5	23,592	
State Senior Center Allocation	14,257	
SHIIP Grant	9,180	
E & D	2,750	
Town of Boone	1,000	
Watauga County ¹	\$ 929,595 (64%)	
Total Revenue	\$1,448,503	

1 \$39,604 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 24 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	626 meals	\$ 4,048.38
Case Management	24 clients	98,686.25
Waiver Supplies	2 clients	<u>62.05</u>
Total		\$ 102,796.68 (\$102,001.80 or 99.2% collected)

SERVICES SUMMARY

DESCRIPTION	UNITS SERVED	# of CLIENTS
Congregate Meals	10,466	258
Home Delivered Congregate Meals	4	2
Home Delivered Meals	18,832	134
CAP Home Delivered Meals	626	4
Transportation	903	20
In-Home Aide Level I	5,691	122
In-Home Aide Level II	4,650	50
In-Home Aide Level III	130	4
Respite Level I, II & III	408	9
DSS In-Home Aide	358	8

(Funding sources – County, HCCBG, E & D, Medicaid, HDC5, DSS Contract)

UNITS PROVIDED BY FUNDING SOURCE

SERVICE	HCCBG	HDC5	E & D	COST SHARE	COUNTY	TOTAL
Congregate Meals	5,376	200		379	4,515	10,470
Home Delivered Meals*	11,610	168		888	6,166	18,832
IHA Level I**	3,464			169	2,058	5,691
IHA Level II	2,819			29	1,802	4,650
IHA Level III					130	130
Respite I, II & III				2	406	408
Transportation	598		221	15	69	903
TOTALS	23,867	368	221	1,482	15,146	41,084
	58.1%	.9%	.5%	3.6%	36.9%	

*HDM – 626 CAP Meals; **DSS IHA – 358 DSS Units

CLIENT DEMOGRAPHICS

During FY22 more females than males were served through the in-home services programs (In-Home Aide, Home Delivered Meals and CAP); 71% of the clients were female, and 29% of the clients were male. Forty percent (40%) of the clients were classified as economically needy, while 100% 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 (63%) while 94% were over the age of 60.

CLIENT OUTCOMES

95 clients receiving in-home services were discontinued in FY22 for the following reasons:

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

NON-ACCEPTANCE of CLIENTS

48 individuals were referred for services in FY22 who were not placed on service roles:

CAP – 25

- 17 DHB did not receive medical records from physician and/or consent from applicant
- 4 Deceased
- 3 Withdrew (Medicaid deductible, Hospice services, Nursing facility placement)
- 1 Not interested

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 FY22:

- 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)

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 were open for the entirety of FY22, and saw an increase in participation when compared to FY21. However, participation was still low when compared to pre-COVID numbers (Congregate Nutrition, Senior Center and Transportation services). The Directors at both centers continued to offer services through virtual platforms or over the phone.

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 FY22, the SHIIP volunteers and staff assisted 594 Medicare recipients with Medicare questions, prescription drug plans, and supplements.

LOIS E. HARRILL SENIOR CENTER

Congregate Participants	132
Transportation Participants	16
Senior Farmers Market Vouchers	100
ASU Interns, Volunteers, etc.	19
Center Classes, Activities, and Services	745
Newsletter	500
Incontinence Products Program	28

WESTERN WATAUGA COMMUNITY CENTER

Congregate Participants	117
Transportation Participants	4
ASU Interns, Volunteers, etc.	28
Center Classes, Activities, and Services	210
Community Center	1,620

NARRATIVE SUMMARY

The Project on Aging's revenues were more than projected during FY22 while expenditures were less than projected. We also maintained a Medicaid revenue collection rate of 99.2%.

During FY22, the Home Delivered Meals program averaged 84 clients at any given time with an average of 5 on the waiting list. The In-Home Aide program averaged 123 clients with 13 on the waiting list, and 2 on the current client waiting list. The CAP program maintained an average caseload of 22 clients with no waiting list. The Congregate Nutrition Program averaged 127 clients and the Transportation program averaged 8 clients. Neither program maintained a waiting list during FY22.

Nutrition services increased in both Home Delivered Meals and Congregate Nutrition; 19,458 (+92) Home Delivered Meals were delivered to 138 (+10) frail adults, while 10,470 (+857) Congregate meals were served to 260 (+38) clients. We did not serve meals six days during FY22; four days due to inclement weather and two because of kitchen staff absence due to illness. Emergency meals were provided to Home Delivered Meals clients to cover those days.

Services were delivered above the prior year's level for In-Home Aide Services; 11,237 (+2,564) hours of In-Home Aide Services were delivered to 193 (+16) frail adults. Transportation services were also delivered above the prior year's level with 903 trips (+311) provided to 20 clients (-1).

Fifty-five (55) older or disabled adults were assisted through our medical loan closet and we utilized more than 90 volunteers in the delivery of services during FY22.

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 8:**MAINTENANCE BID AWARD****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will request the Board award bids to PBI in the amount of \$45,073 and FRC Painting in the amount of \$31,020. The two bid awards are for carpet replacement and painting of the County Administration Building due to damage sustained from a water leak. The base bid is the anticipated expense the insurance company will pay. Option 1 is the replacement of the carpet and painting of the remainder of the building due to the age of the existing carpet and matching of the new paint. Staff is recommending the replacement of all of the carpet and painting due to the normal replacement schedule and that a majority of the building will be undergoing repair.

Board action is requested to accept the bids from PBI and FRC Painting in the amounts of \$45,073 and \$31,020, respectively.



WATAUGA COUNTY

MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director

DATE: October 7, 2022

RE: Bid Award Recommendation

BACKGROUND

On August 24, 2022, staff discovered a major water leak which had saturated the floors and walls of the County Manager's offices and the lower level of the Administration Building. Damage occurred to floors, wall, elevator control panel, HVAC duct, furniture and ceiling tiles.

Staff received bids for replacement floor coverings and interior wall painting. Vendors were asked to separate their bids into a base bid which is covered by the County's insurance carrier and an option to replace existing old but undamaged carpet and painting walls unaffected by the water damage.

BID RESULTS

Carpet Bids (Per NC State Contract Approved Vendors)			
<u>Vendor</u>	<u>Base Bid</u>	<u>Option 1</u>	<u>Total</u>
Bonitz, Winston Salem, NC	\$31,369.00	\$18,532.00	\$49,901.00
PBI, Asheville, NC	\$27,929.20	\$17,143.80	\$45,073.00
H&A Carpet, Hildebran, NC	No Bid		
Vision Flooring Mooresville, NC	No Bid		

Interior Painting Bids			
<u>Vendor</u>	<u>Base Bid</u>	<u>Option 1</u>	<u>Total</u>
FRC Painting, Boone, NC	\$14,475.00	\$16,545.00	\$31,020.00
Elite Painting and Finishing	No Bid		
VM Painting, Ashe County, NC	Did not separate bid		\$54,500.00
Custom Professional Painting, Boone, NC	No Bid		
Ali Drywall & Painting, Kingsport, TN	No Bid		
Sanchez Painting, Boone, NC	No Bid		
Cervantes Painting, Boone, NC	Did not revise and resubmit bid		
Dollar Painting, Boone, NC	No Bid		
Sigmon Painting, Hickory, NC	No Bid		

BID AWQRD RECOMMENDATIONS

1. Staff recommends the County award to the low bidder, PBI, Inc. for carpet replacement in the amount of \$45,073.
2. Staff recommends the County award the low bidder, FRC Painting for interior wall painting in the amount of \$31,020.

FISCAL IMPACT

The cost for the base bid will be reimbursed, subject to approval by the County's insurance carrier. The items bid in Option 1 are a mid-year addition to the current budget and currently not funded.

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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.

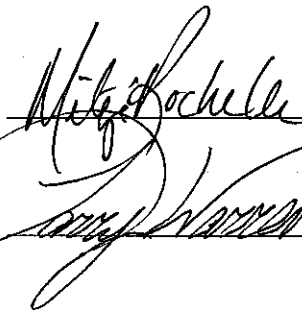
The report is for information only; therefore, no action is required.

Monthly Collections Report**Watauga County**

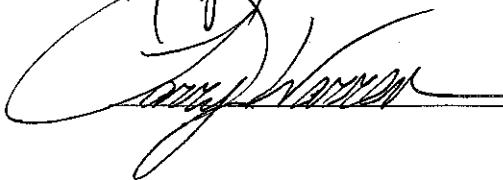
Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report September 2022

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
General County					
Taxes 2022	642,016.00	1.50%	649,351.44	1.52%	26.49%
Prior Year Taxes	38,940.09		173,029.30		
Solid Waste User Fees	40,484.49	1.29%	51,639.67	1.29%	24.14%
Green Box Fees	66.53	NA	124.19	NA	NA
Total County Funds	\$721,507.11		\$874,144.60		
Fire Districts					
Foscoe Fire	13,094.79	1.91%	14,412.52	1.91%	30.22%
Boone Fire	19,852.99	1.44%	25,408.13	1.44%	25.37%
Fall Creek Service Dist.	115.60	0.85%	115.60	0.85%	28.07%
Beaver Dam Fire	1,624.12	1.10%	2,071.22	1.10%	24.17%
Stewart Simmons Fire	6,742.72	1.82%	7,107.10	1.82%	28.71%
Zionville Fire	1,591.41	0.90%	2,485.57	0.90%	22.82%
Cove Creek Fire	8,151.70	2.24%	11,119.54	2.45%	26.94%
Shawneehaw Fire	2,804.61	1.81%	3,130.12	1.81%	30.94%
Meat Camp Fire	3,056.16	0.94%	4,033.14	0.94%	24.13%
Deep Gap Fire	4,043.13	1.48%	6,005.05	1.48%	23.96%
Todd Fire	1,067.57	1.40%	1,130.50	1.40%	26.54%
Blowing Rock Fire	17,843.14	2.52%	18,519.79	2.52%	31.16%
M.C. Creston Fire	172.59	2.00%	172.59	2.00%	20.98%
Foscoe Service District	1,848.93	1.64%	2,864.98	1.64%	29.27%
Beech Mtn. Service Dist.	2.76	0.12%	2.76	0.12%	6.10%
Cove Creek Service Dist.	0.00	0.00%	0.00	0.00%	3.76%
Shawneehaw Service Dist	171.26	1.63%	171.26	1.63%	17.21%
	\$82,067.88		\$98,634.27		
Towns					
Boone	91,248.52	0.91%	100,436.39	0.91%	19.88%
Municipal Services	585.10	0.24%	1,577.96	0.24%	16.58%
Boone MV Fee	NA	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA	NA
Total Town Taxes	\$91,833.62		\$102,014.35		
Total Amount Collected	\$895,408.61		\$1,074,793.22		



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.

09/30/2022 13:46
Larry.Warren

WATAUGA COUNTY
RELEASES - 09/01/2022 TO 09/30/2022

P 1
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1810883 ACKERMAN, MICHAEL S ACKERMAN, LESLIE C 630 LOIS LN BANNER ELK, NC 28604	RE 2022	17983	09/30/2022			39,500	F01	19.75
	1980-72-7463-000			F01			G01	125.61
	TAX RELEASES				8146			
	BOARD OF EQUALIZATION AND REVIEW							145.36
1601419 BYRD, JOHNNY AND ELLA MAE LIFE EST BYRD, JEANA 311 JUSTUS RD BANNER ELK, NC 28604	RE 2022	2890	09/30/2022			26,100	F01	13.05
	1879-95-8792-000			F01			G01	83.00
	TAX RELEASES				8144			
	BOARD OF EQUALIZATION AND REVIEW							96.05
1540273 BYRD, JOHNNY M JR 311 JUSTUS RD BANNER ELK, NC 28604-	RE 2022	4358	09/30/2022			14,400	F01	7.20
	1889-06-4311-000			F01			G01	45.79
	TAX RELEASES				8141			
	BOARD OF EQUALIZATION AND REVIEW							52.99
1584325 DOBSON, WILLIAM EDWARD DOBSON, LYNNE FAULLING 205 HEATHER ST BOONE, NC 286078187	PP 2022	3065	09/30/2022			0	G01	173.12
	584325905			C02			C02	195.98
	TAX RELEASES				8134			
	AIRPLANE IS HOUSED IN BURKE COUNTY-BURKE COUNTY BILLING FOR 2022							369.10
1736812 EDMONDSON, FRANK III PO BOX 877 ASHEBORO, NC 27204	RE 2022	26007	09/16/2022			109,000	G01	346.62
	2817-36-9615-000			C03				
	TAX RELEASES				8130			
	From CAMA Integration							
1510801 FOX, WADE 264 FAIRVIEW RD MARION, NC 28752	RE 2022	782	09/30/2022			48,000	F01	24.00
	1878-11-7777-000			F01			G01	152.64
	TAX RELEASES				8143			
	BOARD OF EQUALIZATION AND REVIEW							176.64
1768630 GENTILE, ANTHONY F GENTILE, ANNA F 1717 GRANDVIEW DR BOONE, NC 28607	RE 2022	31442	09/30/2022			35,100	F02	21.06
	2838-28-9912-000			F02			G01	111.62
	TAX RELEASES				8139			
	BOARD OF EQUALIZATION AND REVIEW							132.68
1745751 GREER WATAUGA, LLC 9613 ROCK CREEK RD RALEIGH, NC 28613	RE 2022	44001	09/30/2022			41,000	F09	10.55
	2921-15-2549-000			F09			G01	67.10
	TAX RELEASES				8145			
	BOARD OF EQUALIZATION AND REVIEW							77.65
1748755 HEADDEN, DONALD PO BOX 1480 MOUNT PLEASANT, SC 29465	RE 2022	23564	09/30/2022			86,000	G01	273.48
	2807-67-7869-000			C03				
	TAX RELEASES				8137			
	BOARD OF EQUALIZATION AND REVIEW							

09/30/2022 13:46
Larry.Warren

WATAUGA COUNTY
RELEASES - 09/01/2022 TO 09/30/2022

P 2
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1600186 LANG, HOWARD LANG, CYNTHIA J 15355 78TH DR N WEST PALM BEACH, FL 33418	RE 2022	2034	09/30/2022			32,200	F01	16.10
				F01			G01	102.40
	TAX RELEASES				8148			
	BOARD OF EQUALIZATION AND REVIEW							118.50
1520491 LANIER, ERIK C AND JENNIFER L 384 JIMMY BILLINGS RD VILAS, NC 28692	RE 2022	18864	09/30/2022			21,900	F07	10.95
				F07			G01	69.64
	TAX RELEASES				8136			
	BOARD OF EQUALIZATION AND REVIEW							80.59
1702126 LIVERMORE, KRISTY C/O JERRY ELLISON 549 RAY ELLISON RD VILAS, NC 28692	RE 2022	18554	09/22/2022			0	F07	5.90
				F07			G01	37.53
	TAX RELEASES				8133			
	From CAMA Integration							43.43
1558569 LOWES HOME CENTERS, INC ATTN: TAX DEPARTMENT 1000 LOWES BLVD MOORESVILLE, NC 28117	RE 2022	39888	09/30/2022			1,741,100	C02	6,267.96
				C02			G01	5,536.70
	TAX RELEASES				8147			
	BOARD OF EQUALIZATION AND REVIEW							11,804.66
1702056 MANCE, PAUL EUGENE PO BOX 3349 BOONE, NC 28607	RE 2022	44695	09/30/2022			26,700	F09	13.35
				F09			G01	84.91
	TAX RELEASES				8140			
	BOARD OF EQUALIZATION AND REVIEW							98.26
1773651 PIETER JOOST VAN WATTUM REVOCABLE TRUST CATHERINE CHILES REVOCABLE TRUST 103 ARMORY ST HAMDEN, CT 06517	RE 2022	5856	09/26/2022			0	F12	102.40
				F12			G01	651.26
	TAX RELEASES				8135			
	PARCEL WAS COMBINED IN 2020 AND BILLED UNDER NEW PARCEL NUMBER							753.66
1561924 RUTHFIELD, RONALD RUTHFIELD, GAIL SUSAN PO BOX 2447 BOONE, NC 28607	RE 2022	44957	09/30/2022			3,200	F09	1.60
				F09			G01	10.18
	TAX RELEASES				8142			
	BOARD OF EQUALIZATION AND REVIEW							11.78
1546242 STORIE, GARRIE 260 TAYLOR RD BOONE, NC 28607	RE 2022	3771	09/16/2022			6,800	F01	3.40
				F01			G01	21.63
	TAX RELEASES				8131			
	From CAMA Integration							25.03
1634417 TRIVETTE, JOHNNY ALLEN TRIVETTE, TINA GORDON 175 ECHO POINT DR DEEP GAP, NC 28618	RE 2022	49350	09/30/2022			7,000	F10	3.50
				F10			G01	22.26
	TAX RELEASES				8138			
	BOARD OF EQUALIZATION AND REVIEW							25.76

09/30/2022 13:46
Larry.Warren

WATAUGA COUNTY
RELEASES - 09/01/2022 TO 09/30/2022

P 3
tncrarpt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1623529 WEISSMARK, ELLIOT WEISSMARK, SHARI LYNN 12995 SW 40TH ST DAVIE, FL 33330	RE 2022 1950-37-6342-000 TAX RELEASES Board of E&R Appeal	12481	09/30/2022	C05	8132	105,000 G01	333.90
DETAIL SUMMARY	COUNT: 19	RELEASES - TOTAL				2,343,000	14,966.14

09/30/2022 13:46
Larry.Warren

WATAUGA COUNTY
RELEASES - 09/01/2022 TO 09/30/2022

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tncrarpt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2022	RE	C02	BOONE RE	6,267.96
2022	RE	F01	FOSCOE FIRE RE	83.50
2022	RE	F02	BOONE FIRE RE	21.06
2022	RE	F07	COVE CREEK FIRE RE	16.85
2022	RE	F09	MEAT CAMP FIRE RE	25.50
2022	RE	F10	DEEP GAP FIRE RE	3.50
2022	RE	F12	BLOWING ROCK FIRE RE	102.40
2022	RE	G01	WATAUGA COUNTY RE	8,076.27
2022	PP	C02	BOONE PP	195.98
2022	PP	G01	WATAUGA COUNTY PP	173.12
2022 TOTAL			14,966.14	
SUMMARY TOTAL			14,966.14	

09/30/2022 13:46
Larry.Warren

WATAUGA COUNTY
RELEASES - 09/01/2022 TO 09/30/2022

P 5
tncraprt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2022	C02	BOONE PP	6,463.94
C02	2022	G01	WATAUGA COUNTY PP	5,709.82
		C02	TOTAL	12,173.76
C03	2022	G01	WATAUGA COUNTY RE	620.10
		C03	TOTAL	620.10
C05	2022	G01	WATAUGA COUNTY RE	333.90
		C05	TOTAL	333.90
F01	2022	F01	FOSCOE FIRE RE	83.50
F01	2022	G01	WATAUGA COUNTY RE	531.07
		F01	TOTAL	614.57
F02	2022	F02	BOONE FIRE RE	21.06
F02	2022	G01	WATAUGA COUNTY RE	111.62
		F02	TOTAL	132.68
F07	2022	F07	COVE CREEK FIRE RE	16.85
F07	2022	G01	WATAUGA COUNTY RE	107.17
		F07	TOTAL	124.02
F09	2022	F09	MEAT CAMP FIRE RE	25.50
F09	2022	G01	WATAUGA COUNTY RE	162.19
		F09	TOTAL	187.69
F10	2022	F10	DEEP GAP FIRE RE	3.50
F10	2022	G01	WATAUGA COUNTY RE	22.26
		F10	TOTAL	25.76
F12	2022	F12	BLOWING ROCK FIRE RE	102.40
F12	2022	G01	WATAUGA COUNTY RE	651.26
		F12	TOTAL	753.66
		SUMMARY	TOTAL	14,966.14

AGENDA ITEM 10:**HOWARD'S KNOB PARK MASTER PLAN AND ACCESSIBILITY FOR PARKS GRANT APPLICATION REQUESTS****MANAGER'S COMMENTS:**

Mr. Eric Smallwood, Parks and Recreation Director, will request the Board approve the Howard's Knob Master Plan and apply for the Howard's Knob Park Accessibility for Parks grant application in the amount of \$350,000. The grant requires a 20% match which will be covered by the Watauga County TDA. Per Commissioner request, information detailing the TDA's interaction with the public has been included and additional emails staff has received in support of the Howard's Knob conceptual plan.

Board approval is required to approve the Howard's Knob Park Master Plan and apply for the Accessibility for Parks grant application in the amount of \$350,000.

Memo



To: Watauga County Board of Commissioners

From: Eric Smallwood, Parks and Recreation Director

cc: Deron Geouque, County Manager

Date: 9/28/2022

Re: Howard's Knob Park Masterplan and Grant

At September 28, 2022 special meeting of the Recreation Commission, there was not a quorum present. However, the members present unanimously supported approval of the updated Howard's Knob Park Master Plan to the Watauga County Board of Commissioners.

Staff recommends approval of the updated Howard's Knob Park Master Plan.

At the same meeting, the Recreation Commission members present unanimously supported approval of *Accessibility for Parks* grant for Howard's Knob Park in the amount of \$350,000.00 by the Watauga County Board of Commissioners

Staff recommends approval of the Howard's Knob Park *Accessibility for Parks* grant application in the amount of \$350,000.00

Accessibility for Parks (AFP) Grant Program: 2022 Basic Facts and Assurances

Local Government Name: _____	
Federal Employee I.D. Number: 56-_____ County: _____	
Local Government Contact Person for Grant* Name: <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. _____ Title: _____ Organization: _____ Mailing Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____ E-mail: _____ <small>*must be an employee of the sponsoring local government.</small>	Local Government Manager Name: <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. _____ Title: _____ Organization: _____ Mailing Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____ E-mail: _____
Chief Elected Official Name: <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. _____ Title: _____ Mailing Address: _____ City: _____ State: _____ Zip: _____	Type of Project: <input type="checkbox"/> Primarily children with disabilities <input type="checkbox"/> Primarily Veterans with disabilities <input type="checkbox"/> Children with disabilities and veterans with disabilities Please use the "Description and Justification for this Project" to explain how the project will serve the intended groups.
Site Control (check all that apply): <input type="checkbox"/> Owned by local government. <input type="checkbox"/> Leased by the local government for 25 years or more <input type="checkbox"/> Easement <input type="checkbox"/> Owned by school board	Costs rounded to nearest dollar: AFP funds requested: \$ _____ .00 Local government's matching funds: \$ _____ .00 Total cost of project: \$ _____ .00
Recreation Resources Service (RRS) regional consultant: _____	
Project Name: _____	
Is this an LWCF-funded park on these lists of NC projects ? <input type="checkbox"/> yes <input type="checkbox"/> no	
If yes, list the grant number(s): _____	
Certification and Approval by Local Governing Board I hereby certify the information contained in the attached application is true and correct and the required one dollar of matching funds for five dollars of grant funds will be available within three years of submitting this application. This application has been approved by the local governing board.	
Chief Elected Official: _____ <small>Print or Type Name Title Signature</small>	
If two local governments are applying together, this form must be completed and signed by each local government. One applicant must be identified by adding "primary sponsor" in the "Local Government Name" section.	
THIS FORM MUST BE COMPLETE IN ITS ENTIRETY FOR YOUR APPLICATION TO BE CONSIDERED	

Description and Justification for Howard Knob Park Local Government: Watauga County

Description:

The Town of Boone and surrounding area, including Appalachian State University have existed beneath the prominence of Howard Knob Mountain since the latter part of the 19th Century. More recently, during the energy crisis of the 1970s, the summit of Howard Knob was used by NASA as a test-site for the “world’s largest windmill.” The windmill has long-since been removed from service and dismantled, and the land was donated to the County in the 1980s for use as a public park. The latest iteration of the site will become even more inclusive, by providing new facilities designed to be accessed in meaningful and substantive ways by people of all abilities.

Howard Knob Park will become an important regional asset designed to attract visitors with physical and developmental challenges to the major renovations being planned for the existing park structures and additional new recreation facilities featuring amenities that incorporate the concepts of Universal Design. Development will include a compelling new overlook and viewing platform, nature trails with accessible paved paths, signage for the visually impaired, a picnic shelter and pavilion retrofitted with ADA furnishings, a tranquility garden, and expanded vehicle parking, including five new ADA spaces. Howard Knob Park is located 4,420 feet above sea level on approximately 5.7 acres of public land and will serve as a significant recreational and community asset in the heart of the High Country. The park will be an anchor point for recreation in Watauga County as it will provide connectivity and become an important regional node of the Northern Peaks State Trail (NPST), which is planned to stretch 40 miles and connect several dramatic mountain landscapes in the area. The NPST at Howard Knob Park is unique in that it will allow those with physical and developmental disabilities to have better access to this state trail, if only for a short distance, yet still experience its many physical and mental health benefits.

This project will provide users with enriching and edifying experiences in a natural and awe-inspiring environment. It will offer visitors long-range mountain views and a unique perspective of Boone from 1000 feet above downtown. Signs for the visually impaired will help achieve the goal of improved accessibility. The amenities included in this park will provide all users with the restorative effects nature provides by virtue of a unique tranquility garden designed to offer autistic children and their families, or perhaps service members recovering from PTSD, with a calm and quiet space for reflection and healing in an enjoyable and peaceful outdoor setting.

Justification:

The Howard Knob Park project will provide excellent recreation opportunities and fill an important need for parks and open space specifically designed to cater to children and veterans with physical or mental disabilities. According to the Veterans Service Office of Watauga County, in 2021 there were 2,952 veterans residing in the County. It is estimated that 46% of veterans here are between the ages of 18-34, and more than 13% have some type of disability. The Exceptional Children Program for Watauga County Schools indicates that there are 961 students in their system with some type of diagnosed disability, varying from very significantly involved to mild disabilities, with the most common categories being: autism, learning disabled, and speech impaired. There are very limited public facilities designed to serve their specific recreational needs (one area elementary school).

Watauga County is partnering with the Watauga County Tourism Development Authority (WCTDA), to protect the natural environment while providing a unique recreational facility for these vulnerable populations. The WCTDA and Watauga County are leading the efforts to implement the Howard Knob Park Master Plan to create a public space with amenities that will greatly benefit all visitors, especially those with prevalent physical and developmental disabilities. The WCTDA will be investing well over the dollar-for-dollar local funding match requirement (the local match is currently estimated to be \$1,083,000). The Universal Design standards included in the overlook and viewing area of the Howard Knob Park project will be paramount to the spirit of this endeavor.

The renovated Howard Knob Park will help the Town of Boone and Watauga County realize their vision of providing more recreation facilities that are accessible to all people, regardless of physical or developmental abilities. These new improvements will offer a unique experience not available in the typical public park setting. Safe and accessible access to the park and the surrounding natural environment will not only expand recreational opportunities for residents but provide a much-needed asset for the area. This project will contribute to the well-being of both children and veterans with mental and physical challenges and comply with the Americans with Disabilities Act and Accessibility Guidelines (ADAAG).

Project Costs
Howard Knob Park – Watauga County
September 2022

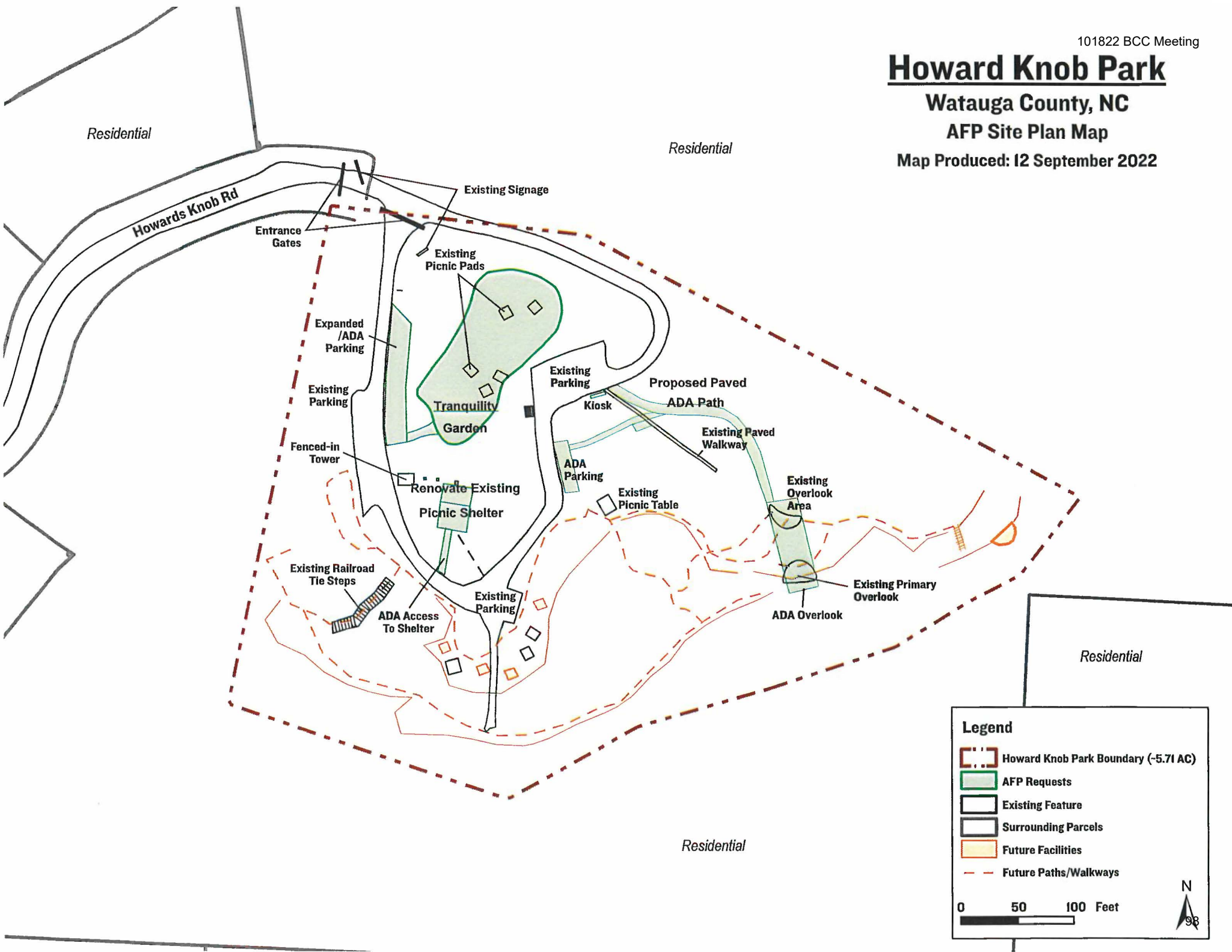
Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.)	Unit	Unit Cost	Total Item Cost
Building Costs			
ADA Overlook/ Viewing Platform	Lump Sum	\$800,000	\$800,000
Renovated Picnic Shelter	Lump Sum	\$50,000	\$50,000
Tranquility Garden	Lump Sum	\$90,000	\$90,000
ADA accessible paths	1300 linear ft.	\$160/linear foot	\$208,000
Signage	Lump Sum	\$30,000	\$30,000
Site furnishings and landscaping	Lump Sum	\$60,000	\$60,000
Expanded Parking (Including ADA)	1000 linear feet	\$80 / linear foot	\$80,000
Site preparation	Lump Sum	\$85,000	\$85,000
Cost to Build or Renovate			\$1,403,000
Contingency for the Cost of Building / Renovating			
Contingency (not to exceed \$30,000)	5%		\$30,000
Planning and Incidental Land Acquisition Costs			
Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project)	N/A		\$0
Total Project Cost			\$1,433,000
Total AFP Grant Request			\$350,000
Total Local Match			\$1,083,000

Howard Knob Park

Watauga County, NC

AFP Site Plan Map

Map Produced: 12 September 2022



Legend

- Howard Knob Park Boundary (~5.71 AC)
- AFP Requests
- Existing Feature
- Surrounding Parcels
- Future Facilities
- Future Paths/Walkways

0 50 100 Feet

N
98

Anita.Fogle

From: Deron.Geouque
Sent: Wednesday, October 12, 2022 4:21 PM
To: Anita.Fogle
Subject: FW: Howard Knob
Attachments: Justification_HK_Park (1).pdf

Deron Geouque
Watauga County Manager
814 West King Street
Boone, NC 28607
(P) 828-265-8000
(F) 828-264-3230
Email Deron.Geouque@watgov.org

From: Marilyn Laxton <marilynaxton@gmail.com>
Sent: Wednesday, October 12, 2022 2:43 PM
To: Deron.Geouque <Deron.Geouque@watgov.org>
Subject: Howard Knob

Greetings!

I am writing in support of the Howard Knob project and the accessibility grant application. I support all that has been outlined in the attached document.

Thank you for your time and consideration!

Marilyn Laxton MA, LCMHC, NCC

WARNING: The information contained in this email is protected by Federal Regulation 42 CFR Part 2 and/or NC GS 122C-52 and as such, may not be copied, disseminated, or redistributed without the written permission of the sender and the person to whom it may pertain. If you have received this message in error, please contact the sender by reply email or by phone using the number above and permanently delete the email from all storage devices as well as any hard copies. Redistribution of this email or its contents in any form (verbal, written, etc) constitutes a violation of the aforementioned State and Federal Regulations.

Description and Justification for Howard Knob Park Local Government: Watauga County

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Anita.Fogle

From: Deron.Geouque
Sent: Tuesday, October 11, 2022 1:44 PM
To: Anita.Fogle
Subject: FW: Howard Knob Park Plan

Deron Geouque
Watauga County Manager
814 West King Street
Boone, NC 28607
(P) 828-265-8000
(F) 828-264-3230
Email Deron.Geouque@watgov.org

From: Ryan Robinson <ryanguyrobinson@gmail.com>
Sent: Tuesday, October 11, 2022 1:26 PM
To: Deron.Geouque <Deron.Geouque@watgov.org>; Billy.Kennedy <billy.kennedy@watgov.org>; Larry Turnbow <larry.turnbow@watgov.org>; Carrington Pertalion <carrington.pertalion@watgov.org>; Charlie Wallin <charlie.wallin@watgov.org>; Ray Russell <Ray.Russell@watgov.org>
Subject: Howard Knob Park Plan

Hello,

My name is Ryan Robinson, and I am a town of Boone resident and work as the Community Relations Program Manager for Mast General Store. I want to voice my support for the Howard Knob Park Plan. I am happy there are funding pathways to ensure the completion of the project. It reads like a homerun for the county to provide access to our natural assets and protect public green space.

Thank you for your consideration and your leadership.

Best,
Ryan Robinson
704-490-7247

Anita.Fogle

From: Scott Warren <scottwarren47@hotmail.com>
Sent: Monday, October 10, 2022 4:27 PM
To: Deron.Geouque; Billy.Kennedy; Larry Turnbow; Carrington Pertalion; Charlie Wallin; Ray Russell
Subject: Howard Knob Park.

Watauga County Commissioners, I am writing in favor of your upcoming meeting and decision on the Howard Knob Park renovations. We at Boone Realty believe that any and all publicly accessible outdoor recreation options help the overall local economy and our personal enjoyment of our community. Please consider voting in favor of moving this project forward.

Thanks for all that you do for Watauga County.

Scott Warren

Broker In Charge

Boone Realty

p: 828.264.5267 m: 828.773.3019

f: 828.264.7707

a: 1950 Blowing Rock Rd
Boone NC 28607

w: www.boonerealtync.com (Search the MLS Here)



Referrals are a huge part of my business. If you know anyone buying or selling a home, Please send them my way!

Required by North Carolina Real Estate Law, real estate agents must disclose who they work for and how they may represent you. For a copy of a Working with Real Estate Agents brochure, please visit <https://www.ncrec.gov/Forms/WWREA/WWREADisclosureForm.pdf>

WIRE FRAUD: During your interactions with Boone Realty you will NEVER be asked, via email, to wire or send funds to ANYONE, not even an attorney. DO NOT COMPLY WITH EMAIL INSTRUCTIONS TO WIRE FUNDS! When in doubt please call your agent or the attorney's office to confirm any suspicions.

Before printing, please think about the *ENVIRONMENT*

Anita.Fogle

From: Deron.Geouque
Sent: Tuesday, October 11, 2022 4:18 PM
To: Anita.Fogle
Subject: Fwd: Howard Knob Park

Board packet

Deron Geouque
Watauga County Manager
[814 West King Street](#)
[Boone, NC 28607](#)
(P) [828-265-8000](#)
(F) [828-264-3230](#)
Email Deron.Geouque@watgov.org

Begin forwarded message:

From: Brett Scantlin <brettscan@gmail.com>
Date: October 11, 2022 at 4:12:46 PM EDT
To: "Deron.Geouque" <Deron.Geouque@watgov.org>
Subject: Howard Knob Park

Please help Howard Knob Park. It is a very unique and special place and should be accessible for everyone's use. Our park land is becoming ever more scarce and valuable.

Please support the project to improve the park.

Thank you.

W. Brett Scantlin
brettscan@gmail.com
828-773-5575

Anita.Fogle

From: Tom OBrien <obrien325@gmail.com>
Sent: Monday, October 10, 2022 4:16 PM
To: Deron.Geouque; Billy.Kennedy; Larry Turnbow; Carrington Peralion; Charlie Wallin; Ray Russell
Subject: Howard Knob Park Enhancements

Dear Watauga County Commissioners,

I would sincerely appreciate your favorable consideration and vote for the proposed improvements to Howard Knob Park. It is my belief that these enhancements will be beneficial to many of our residents that are less fortunate than we are, and it will serve the entire community as well. The park today is an under-utilized community asset, and these improvements along with favorable publicity about the project can make Watauga County an even better place to live.

Thank you for your consideration.

Sincerely,
Tom O'Brien

Tom O'Brien
Phone: 828-265-4423



Watauga County Tourism Development Authority

To: Deron Geouque, Watauga County Manager
From: L. Wright Tilley, WCTDA Executive Director
RE: Howard Knob Park & Resident Communication
Date: 10/7/22

Dear Mr. Geouque,

Following the public comment session at the Watauga County Commissioners Meeting on Tuesday, October 4th, 2022, I wanted to share with you and the Commissioners some comments and documentation of communication and input from Mr. George Bartholomew and other residents near Howard Knob Park.

Attached is a timeline of email communications with Mr. Bartholomew from August 31, 2018 to present along with copies of all the emails.

Also attached is a timeline of Howard Knob Park conversations and/or actions at Watauga County Board Meetings from October 8, 2017 through September 13, 2022.

As I hope the documentation shows, we have met with and communicated with Mr. Bartholomew throughout this process. We listened to (11) people make public comment on June 11th, 2019 at our TDA's public budget hearing on the FY 19/20 budget. The sign-in sheet for public comment is attached. In addition, letters were read during the public comment from Monte Green and Erin Martin, who couldn't attend the meeting.

TDA Chairman Vincent, Eric Woolridge from Destination By Design, and myself met with residents on site at Howard Knob Park to discuss the original master plan and their concerns.

We listened to their concerns and made several significant changes to the current plan. First, we removed the Observation Tower element. Secondly, we removed plans for a fire pit and thirdly, we added plans for a better looking and more secure entrance.

Mr. Bartholomew specifically asked that we consider a better looking and more secure entrance, but now seems to be opposed to securing the entrance. His latest comments indicate that he favors leaving the park open year-round.

The residents near the park have been heard and changes have been made to the original master plan. Some of the questions regarding number of trees to be removed; boulders to be removed, relocated, or altered; amount of concrete that will be added to park; what the ADA overlook will look like; storm water management plans; and others are things that cannot be answered at this time.

If the Commissioners approve moving forward with this plan for phase 1 and the grant application, we will solicit bids and hire an architect to submit designs for the overlook. The Commissioners will have the opportunity to review those designs, suggest any changes, and approve or deny the overlook. If/when we get approval for overlook design and tranquility garden, we will hire an engineer. Once the design and engineering plans are finalized, we should have an idea of the number of trees to be removed and other impact related questions. The Commissioners will have the same opportunity with the engineering plans to make suggestions and ultimately approve or disapprove the plans.

The public has had input and will continue to be able to provide comment at the various stages. I do have concerns that some of the residents near the park feel like they are empowered to patrol the park and have a sense of ownership of the park. Over the past few years Mr. Bartholomew has confronted people on the road outside the gate when the gate is closed. I have listened to complaints from citizens and visitors that he has verbally harassed and threatened them by taking videos of them, their vehicles, and their tag numbers. One person also told me that Mr. Bartholomew hit his truck with an open hand while yelling at him.

The TDA staff and board are committed to improving outdoor recreation infrastructure while also being sensitive to environmental impact. I think the track record we have with other projects has shown that we try to be good stewards of the areas we are enhancing or developing. We try to identify land that we can develop for outdoor recreation and also save from commercialization that would diminish the public's access to our recreation resources. While these projects are important to our tourism product, they also provide great benefit to the citizens of Watauga County.

Timeline of Email Communications with George Bartholomew

Aug 31, 2018: Mr. Bartholomew thanked me for seeing him earlier in the week and for agreeing to meet with him. I submitted (7) open dates that I could meet with him.

Sept. 10, 2018:

Received thank you email from Mr. Bartholomew about meeting with him that afternoon.

Received 2nd email with two pictures of people climbing over safety fence and lighting a campfire.

Wright responded and acknowledged their concerns and good questions.

Nov. 8th, 2018:

Received email from Mr. Bartholomew that should have been directed to the County. Forwarded to County Manager. Sheriff Hagaman responded and offered to host a meeting at the Sheriff's office.

Nov. 14th, 2018: Mr. Bartholomew sent follow up email to Sheriff about setting up a meeting.

Nov. 18th, 2018: Sheriff Hagaman and Sergeant Miller responded with meeting set for November 19th.

Nov. 19th, 2018: Richard Furr thanked the local leaders that took time to meet with the Howard Knob residents. Mr. Bartholomew sent photos and

Nov. 20th, 2018: Received copy of letter saying the Howards Knob Park residents hope to openly, transparently, and collaboratively engage Watauga County Commissioners and the Town of Boone leadership to bring about meaningful, actionable, accountable, and timely reform to Howards Knob Park. Not sure to whom this letter was sent. Letter is in packet of email copies.

Nov. 26th, 2018: Received lengthy from Mr. Bartholomew titled "Ideas Regarding Howard Knob Park."

Dec. 3rd, 2018: Copied on email to Mr. Geouque regarding potential illegal activity at HKP.

Dec 20th, 2018 – Jan 3rd, 2019: Email thread regarding setting up a meeting with multiple parties regarding Howard Knob Park. Includes response from the County Manager with date, time and location **of meeting.**

Jan. 4th, 2019: Email from Mr. Bartholomew at 11:20am thanking everyone for the meeting that morning.

Second Email from Mr. Bartholomew at 11:50am with attached comments regarding improvements to HKP. Comments are attached.

Jan. 14th – Jan, 28th, 2019: Email chain with comments/letter from Mr. Richard Furr, as well as confirmation of receiving the comments.

Jan. 18th- Jan 28th, 2019: Email from Mr. Bartholomew asking if TDA are open to the public. Wright responded affirmative and provided the date, time and location of the next TDA meeting. Mr. Bartholomew responded that he appreciated the opportunity to address the TDA board at the next meeting.

Jan 28, 2019: Email from Mr. Bartholomew regarding article in the Watauga Democrat on TDA plans for spending fund balance. Wright provided a response.

March 1 – April 12, 2019: Email chain regarding onsite meeting at Howard Knob Park and Mr. Bartholomew's availability due to an "extended business trip."

March 6 & March 8, 2019: Email from Mr. Bartholomew regarding Mr. Woolridge at Destination By Design reaching out with an offer to meet and discuss their comments, concerns and questions. Email chain also included response from TDA board chair, Matt Vincent in response to Mr. Bartholomew calling the board "dishonest" and other derogatory remarks.

April 7, 2019: Copied on email sent to Parks and Rec Director regarding damage at Howard Knob Park.

April 12, 2019: Email from Parks & Rec Director to Wright and County Manager regarding a request from Mr. Bartholomew for a key to Howard Knob Park for on site meeting with Destination By Design's Eric Woolridge.

May 14-17, 2019: Email from Mr. Bartholomew asking for a copy of the WCTDA's proposed budget for FY19/20. Wright provided a copy of the budget and answered a specific question about how much was being allocated for Howard Knob Park improvements.

May 29, 2019: Email from Mr. Bartholomew asking for more specific details on the \$167,000 line item for Howard Knob Park in the TDA Budget. Mr. Tilley responded that it represented 1/3 of the \$500,000 that the TDA discussed setting aside for HKP improvements over the next 3 years and that the TDA hoped to leverage those funds for some additional grant funding.

June 11, 2019: Email from Mr. Bartholomew thanking the TDA board "for your hospitable hosting of public comments on your budget this morning."

June 21, 2019: Email to Mr. Bartholomew and Mr. Furr from Mr. Tilley accepting their offer of meeting to have a chat about Howard Knob Park. Email thread includes June 22 follow up setting meeting for Monday June 24th at 4pm.

June 24, 2019: Email from Mr. Tilley asking the location of the meeting today. They had mentioned Mr. Furr's porch. Mr. Tilley also suggested meeting in the park.

Mr. Furr responded that he was happy to host the meeting at his house. Then proceeded to notify us that the meeting would be video and audio recorded. Mr. Tilley responded that he would like to reschedule the meeting so that he can have one of his board members present at the meeting. He also stated that he didn't have an objection to recording the meeting, but would prefer to meet in a public meeting room at the County Administration Building.

July 3, 2019: Email from Mr. Bartholomew stating he was back in town and available for the rescheduled meeting. He proposed meeting in the park at the picnic pavilion. Mr. Tilley responded on July 8th asking if we could meet on July 18th at 11am because he and the TDA board chairman were available. The meeting date and time were confirmed by all parties.

July 8th, 2019: Email from Mr. Tilley to Mr. Bartholomew asking if Tom Speed should be invited to the meeting or do they want to keep the meeting to the original four people. (do not have an email response back)

Aug. 7, 2019: Email from Mr. Tilley to Mr. Bartholomew following up from the last meeting with him and Mr. Furr about having a larger meeting with anyone that wants to attend. Email from Mr. Bartholomew responding on Aug. 12, 2019.

Aug. 20th, 2019: Email from Mr. Bartholomew with a variety of questions and topics regarding HKP.

Oct. 28th, 2019: Email from Mr. Bartholomew with multiple questions and suggestions including **“re-configuring entrance and gates to provide a more secure and visually appealing closure.”**

May 11, 2020: Email to Mr. Bartholomew acknowledging his request for the online link to Tuesday’s TDA meeting. Mr. Tilley responded that he would provide the log-in information later that day. Mr. Tilley also asked Mr. Bartholomew if he would like to make public comment at the meeting and offered to add him to the agenda.

May 13, 2020: Email from Mr. Bartholomew asking if there was any discussion about HKP security at the TDA meeting. Mr. Tilley responded that he shared Mr. Bartholomew’s concerns with the TDA board and briefed them about recent vandalism at the park. He also stated that maintenance and security issues needed to be shared with the Watauga County Administration and that the TDA didn’t have any authority in those regards. (May 21 response from Mr. Bartholomew in this same email thread asking if the TDA Board’s position is that they would not be agreeable to spending allocated TDA funds towards security improvements at Howard Knob Park. Mr. Tilley responded again that security and maintenance are the County’s responsibility and stated that the County owns the park. Mr. Tilley also stated that “if the County is interested in the TDA allocating funds for security cameras or fencing, they would need to ask the TDA board to consider it.” Mr. Bartholomew thanked Mr. Tilley for the clarification.

July 2, 2020: Email from Mr. Bartholomew referencing a Watauga Democrat article discussing Covid and both the Boone and Watauga TDA budget. He asked if any budget reductions would impact Howard Knob Park. Mr. Tilley responded that “at this point, I don’t anticipate the TDA doing anything at Howard Knob Park this year.” Mr. Tilley also noted that the TDA didn’t budget anything specific to HKP in the FY 20/21 budget.

March 23, 2022: Email to Mr. Bartholomew about his call regarding a board that needed repair on the bridge at the Middle Fork Greenway access on Hwy 321.

June 22, 2022: Email to Mr. Bartholomew from Mr. Tilley to update him on Howard Knob Park plans. The email outlined plans at that time and included a PDF of preliminary concepts from other destinations. He noted that the County Commissioners had given the TDA permission to move forward with drawings and plans for these improvements. Mr. Tilley also noted that the viewing tower, fire pit, other observation areas, climbing areas, etc. are not part of this current plan. No response from Mr. Bartholomew until August 24 when he responded to original email saying he would like to sit down with me and review the plans.

Sept. 13, 2022: Email from Mr. Bartholomew saying it was good to see me at the WTDA meeting this morning. He stated he would like to set up a meeting to discuss HKP improvements and asked if he could peruse or get a copy of the grant application. (Note: the grant application had not been completed and still hasn’t been completed as of 10/7/22. The deadline is November 1st.) Mr. Tilley responded that his schedule is crazy for the next two weeks and noted that he thought it would be important to include Eric Woolridge from Destination By Design in the meeting.

Note: Wright tested positive for Covid on Sept. 15th and was out of the office until Sept. 23rd.

Sept. 19th, 2022: Email from Mr. Tilley to Mr. Bartholomew explaining that he had been out of the office with Covid and offered Sept. 26th or 27th at 9am as options to meet with him and Mr. Woolridge from Destination By Design.

Sept. 21, 2022: Mr. Bartholomew replied that he was tied up both of those and asked if we could meet sometime the following week.

Sept. 29th, 2022: Email from Mr. Bartholomew asking for a copy of the grant application for Howard Knob Park that was discussed at the Recreation Commission Meeting on Sept. 28th. Mr. Bartholomew also referenced the freedom of information act. It is noted that Mr. Bartholomew was present at the meeting on Sept. 28th at the Recreation Center.

Oct. 3rd, 2022: Email from Mr. Bartholomew stating that this was his 3rd request for a copy of the grant application. Mr. Tilley replied that the grant application had not been prepared yet, but sent him a copy of the project description, cost estimate, and map that were presented at the meeting on Sept. 28th. Mr. Tilley also noted that these were draft copies of each of those documents.



Wright Tilley <wtilley@exploreboone.com>

Howards Knob Park Meeting

2 messages

George L. Bartholomew, Jr. <howardsknob@gmail.com>
To: wtilley@exploreboonearea.com

Fri, Aug 31, 2018 at 8:47 AM

Good Morning Mr. Tilley,

I am remiss in not writing earlier to thank you for seeing me earlier this week. I hope you've gotten settled into your new office and that all your systems are up and running!

We are very interested in meeting with you. I am currently gathering one or two more email contacts so I can keep our neighborhood group informed. Hopefully I'll have that information shortly and then will reach out to you to begin the process of scheduling a meeting.

Thanks again and I hope you have a nice (and safe) day and holiday weekend!

George

George L. Bartholomew, Jr.
Overlook at Howard Knob
Boone, NC

Wright Tilley <wtilley@exploreboone.com>
To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>

Fri, Aug 31, 2018 at 9:01 AM

George,

It was a pleasure meeting you and I look forward to meeting with your neighborhood group. September is a busy travel month for me, but I'm confident we can find a date and time to meet with you. Here are few dates that are currently open on my calendar.

Sept. 10
Sept. 11 (after 1pm)
Sept. 13
Sept. 14 (after 11am)
Sept. 17
Sept. 18
Sept. 21

Best Regards,

Wright

Boone, North
Carolina

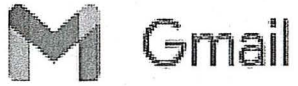
L. Wright Tilley

**Executive Director
Watauga County TDA**

**828-266-1345
ExploreBoone.com**

Facebook Twitter Instagram Pinterest

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Wright Tilley <wtalley@exploreboone.com>

Thank you

1 message

George L. Bartholomew, Jr. <howardsknob@gmail.com>

Mon, Sep 10, 2018 at 3:27 PM

To: Wright Tilley <wtalley@exploreboone.com>

Wright,

Am genuinely appreciative for the opportunity to sit down and meet with you this afternoon. Thank you.

We will get our collective minds together and provide a document with our prioritized comments/concerns.

In the meantime, if there is anything I can do for you, please do not hesitate to ask.

Have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook at Howard Knob
Boone, NC



Wright Tilley <wtalley@exploreboone.com>

Just so you don't think I'm nuts

2 messages

George L. Bartholomew, Jr. <howardsknob@gmail.com>

Mon, Sep 10, 2018 at 3:47 PM

To: Wright Tilley <wtalley@exploreboone.com>

Cc: Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>

Here's two pictures from Instagram showing the pyromaniac and people climbing over the safety fence and onto the concrete former launching pad.

George L. Bartholomew, Jr.
Overlook at Howard Knob
Boone, NC

2 attachments



image.jpg
539K



image_1.jpg
721K

Wright Tilley <wtalley@exploreboone.com>

Mon, Sep 10, 2018 at 4:00 PM

To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>

George,

Thanks for sharing these. I enjoyed meeting everyone. You all have some very valid concerns and brought some very good questions.

Have a great week,

Wright

Boone, North
Carolina

L. Wright Tilley
Executive Director
Watauga County TDA



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Wright Tilley <wtilley@exploreboone.com>

Howards Knob Park Security

7 messages

George L. Bartholomew, Jr. <howardsknob@gmail.com>

Thu, Nov 8, 2018 at 12:14 PM

To: Stephen Poulos <stephen.poulos@watgov.org>, "Len.Hagaman" <len.hagaman@watgov.org>, Wright Tilley <wtilley@exploreboone.com>

Cc: Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, Theresa Waldspurger <twaldspurger@gmail.com>

Good Afternoon All,

As I'm sure you all are aware, Howards Knob Park continues to be a source of great concern for the adjacent neighbors. Especially now, with the Park closed for the season, we have daily trespassing, increased trash and litter (including human excrement), occasional fires and vandalism. The Sheriff is also aware of possible illicit CDS activity in the vicinity.

We don't feel calling the Sheriff's Office for every instance of trespassing is a particularly effective use of resources. But direct intervention and interdiction by neighbors also presents negative consequences. And ignoring the problem is not an option.

We would like to propose a meeting to brainstorm ideas on a solution to the securing Howards Knob Park and reducing the negative events occurring up there. With input from neighbors, Parks and Rec, Sheriff's Office and Watauga Tourism we feel confident we can address this situation.

Thoughts ?

Thank you and have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook at Howard Knob
Boone, NC

Wright Tilley <wtilley@exploreboone.com>

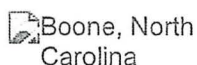
Thu, Nov 8, 2018 at 12:53 PM

To: "Deron.Geouque" <Deron.Geouque@watgov.org>

Deron,

FYI....I don't know why this didn't come to you directly or at least have you copied on it.

Wright

**L. Wright Tilley**

Executive Director
Watauga County TDA

828-266-1345**ExploreBoone.com**

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Deron.Geouque <Deron.Geouque@watgov.org>

Thu, Nov 8, 2018 at 1:00 PM

To: Wright Tilley <wtilley@exploreboone.com>

Thank you.

Deron Geouque

Watauga County Manager

814 West King Street

Boone, NC 28607

(P) 828-265-8000

(F) 828-264-3230

Email Deron.Geouque@watgov.org

[Quoted text hidden]

Len.Hagaman <Len.Hagaman@watgov.org>

Thu, Nov 8, 2018 at 1:04 PM

To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>, Stephen Poulos <Stephen.Poulos@watgov.org>, Wright Tilley <wtilley@exploreboone.com>

Cc: Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, Theresa Waldspurger <twaldspurger@gmail.com>, "Deron.Geouque" <Deron.Geouque@watgov.org>, Kelly Redmon <Kelly.Redmon@watgov.org>, "Casey.Miller" <Casey.Miller@watgov.org>

Excellent suggestion. We'll be glad to host a meeting here at the Sheriff's Office for discussion and brainstorming.

November, unfortunately, is quickly filling up with a whole host of meetings...let's try and make something work.

Len Hagaman, Sheriff

Watauga County, NC

From: George L. Bartholomew, Jr. [<mailto:howardsknob@gmail.com>]

Sent: Thursday, November 08, 2018 12:15 PM

To: Stephen Poulos; Len.Hagaman; Wright Tilley

Cc: Richard Furr; Monte Green; Theresa Waldspurger

Subject: Howards Knob Park Security

Good Afternoon All,

[Quoted text hidden]

Stephen Poulos <Stephen.Poulos@watgov.org>

Thu, Nov 8, 2018 at 1:31 PM

To: "Len.Hagaman" <Len.Hagaman@watgov.org>, "George L. Bartholomew, Jr." <howardsknob@gmail.com>, Wright Tilley <wtilley@exploreboone.com>

Cc: Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, Theresa Waldspurger <twaldspurger@gmail.com>, "Deron.Geouque" <Deron.Geouque@watgov.org>, Kelly Redmon <Kelly.Redmon@watgov.org>, "Casey.Miller" <Casey.Miller@watgov.org>

Agreed, Len you got couple of date/time options at your place to start the coordination?

Thanks!

Stephen



Stephen J. Poulos, Director
Watauga County Parks and Recreation
231 Complex Drive
Boone, N.C. 28607
828.264.9511
828.264.9523 fax
stephen.poulos@watgov.org NEW Email!
www.wataugacounty.org

Follow us on Facebook & Twitter!



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George Bartholomew <howardsknob@gmail.com>

Wed, Nov 14, 2018 at 11:18 AM

To: "Len.Hagaman" <Len.Hagaman@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Stephen Poulos <Stephen.Poulos@watgov.org>

Cc: Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, Theresa Waldspurger <twaldspurger@gmail.com>, "Deron.Geouque" <Deron.Geouque@watgov.org>, Kelly Redmon <Kelly.Redmon@watgov.org>, "Casey.Miller" <Casey.Miller@watgov.org>

Good Morning All,

I hope you don't mind my asking, but where do we stand on setting up a meeting?

Thanks and have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

[Quoted text hidden]

Casey.Miller <Casey.Miller@watgov.org>

Thu, Nov 15, 2018 at 8:24 PM

To: George Bartholomew <howardsknob@gmail.com>

Cc: "Len.Hagaman" <Len.Hagaman@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Stephen Poulos <Stephen.Poulos@watgov.org>, Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, Theresa Waldspurger <twaldspurger@gmail.com>, "Deron.Geouque" <Deron.Geouque@watgov.org>, Kelly Redmon <Kelly.Redmon@watgov.org>

Im not sure everyone else's schedule Mr Bartholomew but I come back to work Saturday and work through Tuesday. I wouldn't mind having an initial meeting with you and discuss further ideas to work on the problems yall are having. Let me

know which of these days will work and we can set up a time with you and your neighbors. Look forward to talking again soon.

Thanks

Sergeant Casey Miller
Problem Oriented Policing Squad "POP"
Watauga County Sheriffs Office
Boone, NC 28607
828-264-3761

On Nov 14, 2018, at 11:20 AM, George Bartholomew <howardsknob@gmail.com> wrote:

Good Morning All,

I hope you don't mind my asking, but where do we stand on setting up a meeting?

Thanks and have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

On Nov 8, 2018, 13:31 -0500, Stephen Poulos <Stephen.Poulos@watgov.org>, wrote:

Agreed, Len you got couple of date/time options at your place to start the coordination?

Thanks!

Stephen

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Follow us on Facebook & Twitter! <AFAFFBB8340746018CF457580210B673.png> <182AF641A04B46D3A1716A053AEAEA09.png>

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3 attachments



Stephen J. Poulos, Director
Watauga County Parks and Recreation
231 Complex Drive
Boone, N.C. 28607
828 264 5811
828 264 5833 fax
stephen.poulos@watgov.org NLW Email!
www.watgov.org

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4K



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2K



Wright Tilley <wtilley@exploreboone.com>

FW: Howards Knob Community

4 messages

Stephen Poulos <Stephen.Poulos@watgov.org>
 To: Wright Tilley <wtilley@exploreboone.com>

Mon, Nov 19, 2018 at 8:29 AM



Stephen J. Poulos, Director
 Watauga County Parks and Recreation
 231 Complex Drive
 Boone, N.C. 28607
 828.264.9511
 828.264.9523 fax
stephen.poulos@watgov.org NEW Email!
www.wataugacounty.org

Follow us on Facebook & Twitter!



From: Len.Hagaman
Sent: Sunday, November 18, 2018 8:39 PM
To: Richard Furr; George Bartholomew
Cc: Casey.Miller; Stephen Poulos; Monte Green; Kelly Redmon; Brandon.Johnson; Deron.Geouque; Robert.Marsh; Kelly Redmon
Subject: Re: Howards Knob Community

Indeed, I look forward to our meeting in the hope that resolution will be forthcoming.

For those attending who may not know, our office is located at 184 Hodges Gap Road, Boone (across from the Oak Grove Baptist Church).

I too apologize for any mixup.

Len Hagaman, WCSO

Len Hagaman, Sheriff
 Watauga County, NC

On Sun, Nov 18, 2018 at 8:03 PM -0500, "Richard Furr" <furrzeta@gmail.com> wrote:

Thank you all. We too look forwards to providing feedback and a thanks to the Sheriffs for there recent efforts. I'm confident it will be a production discussion. Again, thank you for the opportunity to meet.

-Cheers

Richard

On Nov 18, 2018, at 7:59 PM, George Bartholomew <howardsknob@gmail.com> wrote:

Sergeant Miller,

Thank you for your email. My wife Terry and I look forward to joining you at tomorrow's meeting.

See you then.

George

George L. Bartholomew, Jr.

Overlook on Howard Knob

Boone, NC

On Nov 18, 2018, 19:37 -0500, Casey.Miller <Casey.Miller@watgov.org>, wrote:

Sorry for the late evening email but I want to express that I will be setting up a meeting tomorrow (11/19/2018) at the Watauga County Sheriffs Office at 9:15am. I believe I responded wrong to the past few emails and not everyone was included in them. This will be a spit ball meeting to discuss issues and possible ideas to fix them short and long term. I hope anyone that can will join us and see if we can come together as a community to solve some problems. I foresee another meeting hopefully the week after thanksgiving in case not all stakeholders from the county are able to join.

Look forward to seeing y'all tomorrow

Sergeant Casey Miller

Problem Oriented Policing Squad "POP"

Watauga County Sheriffs Office

Boone, NC 28607

828-264-3761

On Nov 14, 2018, at 12:48 PM, George Bartholomew <howardsknob@gmail.com> wrote:

Hi Stephen,

I sure don't mean to be a pest... but wondering if it would be possible to swap out the "regular" Howards Knob Park sign for the "Closed For Season" variant this week? It's been almost a month since the Park

closed and with the AppState football home game, am anticipating plenty of folks wandering up to the Park. I know the sign isn't the magic solution,, but I do think it helps. 101822 BCC Meeting

And I don't know if you're aware, but we had to call WCSO several times last weekend due to trespassing. And at one point we had a traffic jam on upper Howards Knob Road.

As always, I appreciate your help.

Have an AWESOME day!

George

George L. Bartholomew, Jr.

Overlook on Howard Knob

Boone, NC

Stephen Poulos <Stephen.Poulos@watgov.org> Mon, Nov 19, 2018 at 8:31 AM
To: "Len.Hagaman" <Len.Hagaman@watgov.org>, Richard Furr <furrzeta@gmail.com>, George Bartholomew <howardsknob@gmail.com>
Cc: "Casey.Miller" <Casey.Miller@watgov.org>, Monte Green <montegreen@bellsouth.net>, Kelly Redmon <Kelly.Redmon@watgov.org>, "Brandon.Johnson" <Brandon.Johnson@watgov.org>, "Deron.Geouque" <Deron.Geouque@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>, Wright Tilley <wtalley@exploreboone.com>

Thanks, I'll be there, thanks for setting this up.

Stephen

[Quoted text hidden]

Deron.Geouque <Deron.Geouque@watgov.org> Mon, Nov 19, 2018 at 8:47 AM
To: Stephen Poulos <Stephen.Poulos@watgov.org>, "Len.Hagaman" <Len.Hagaman@watgov.org>, Richard Furr <furrzeta@gmail.com>, George Bartholomew <howardsknob@gmail.com>
Cc: "Casey.Miller" <Casey.Miller@watgov.org>, Monte Green <montegreen@bellsouth.net>, Kelly Redmon <Kelly.Redmon@watgov.org>, "Brandon.Johnson" <Brandon.Johnson@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>, Wright Tilley <wtalley@exploreboone.com>

Sheriff:

Unfortunately, I have multiple meetings today and will be unable to attend.

Thank you.

Sincerely,

Deron Geouque
Watauga County Manager
814 West King Street
Boone, NC 28607
(P) 828-265-8000
(F) 828-264-3230
Email Deron.Geouque@watgov.org

[Quoted text hidden]

Stephen Poulos <Stephen.Poulos@watgov.org> Mon, Nov 19, 2018 at 8:48 AM
To: "Deron.Geouque" <Deron.Geouque@watgov.org>, "Len.Hagaman" <Len.Hagaman@watgov.org>, Richard Furr <furrzeta@gmail.com>, George Bartholomew <howardsknob@gmail.com>
Cc: "Casey.Miller" <Casey.Miller@watgov.org>, Monte Green <montegreen@bellsouth.net>, Kelly Redmon <Kelly.Redmon@watgov.org>, "Brandon.Johnson" <Brandon.Johnson@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>, Wright Tilley <wtilley@exploreboone.com>

Same here, thought it was tmrw, misread, hope it goes well.

Stephen



Stephen J. Poulos, Director
Watauga County Parks and Recreation
231 Complex Drive
Boone, N.C. 28607
828.264.9511
828.264.9523 fax
stephen.poulos@watgov.org NEW Email!
www.wataugacounty.org

Follow us on Facebook & Twitter!



[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Fwd: Howards Knob Park Community Park Letter of Action

2 messages

Watauga County TDA <wataugatda@gmail.com>
 To: wtilley@exploreboone.com

Tue, Nov 20, 2018 at 9:24 AM

----- Forwarded message -----

From: **Len.Hagaman** <Len.Hagaman@watgov.org>
 Date: Mon, Nov 19, 2018 at 9:22 PM
 Subject: RE: Howards Knob Park Community Park Letter of Action
 To: Richard Furr <furrzeta@gmail.com>, Casey.Miller <Casey.Miller@watgov.org>, Stephen Poulos <Stephen.Poulos@watgov.org>, Robert.Marsh <Robert.Marsh@watgov.org>, Deron.Geouque <Deron.Geouque@watgov.org>, wataugatda@gmail.com <wataugatda@gmail.com>, Kelly Redmon <Kelly.Redmon@watgov.org>
 Cc: George Bartholomew <howardsknob@gmail.com>, Monte Green <montegreen@bellsouth.net>

Thank you.

I will be meeting with County Manager Geouque tomorrow on another matter, so hopefully I can convey meeting discussions from this morning.

Len Hagaman, Sheriff
 Watauga County, NC

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Richard Furr <furrzeta@gmail.com>
 Date: 11/19/2018 7:40 PM (GMT-05:00)
 To: "Len.Hagaman" <Len.Hagaman@watgov.org>, "Casey.Miller" <Casey.Miller@watgov.org>, Stephen Poulos <Stephen.Poulos@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>, "Deron.Geouque" <Deron.Geouque@watgov.org>, wataugatda@gmail.com, Kelly Redmon <Kelly.Redmon@watgov.org>
 Cc: George Bartholomew <howardsknob@gmail.com>, Monte Green <montegreen@bellsouth.net>
 Subject: Howards Knob Park Community Park Letter of Action

Greetings All,

Thank you again to those within the local leadership who have take time to meet with members of the Howards Knob Road Community. The attached letter and information below service to both inform and facilitate further discussion between residents and local stakeholders regarding the ongoing management and security issues that are not being appropriately addressed on behalf of the residents of Howards Knob Road and the public at large . We look forwards to additional engagement by the local leaders to address what has become a transfer of liability to the residents of Howards Knob and ongoing neglect of a treasured local resource which currently sites as an environment for criminal activity. Thank you for your feedback and time in making this a priority.

Kind Regards,

Richard Furr on behalf of Howards Knob Residence

On Nov 19, 2018, at 3:46 PM, George Bartholomew <howardsknob@gmail.com> wrote:

Good Afternoon,

Richard Furr asked me to create some photo albums of Howards Knob Park trespassing. You will find links to those albums below.

Please keep in mind, these shared albums are only the cars/people I saw when the Park was closed for the season - I do not routinely run up to the Park entrance for every vehicle or person that ascends Howard Knob. I have plenty of other pictures (including trespassers after hours etc.) , but just wanted to share a sampler so you can get a sense of the volume and frequency of trespassing and related illegal activity occurring up here.

I have also tried to tabulate these license plate numbers into a spreadsheet for potential use by law enforcement as a potential aid to deterring illegal activity up there.

We have tried to do our part in documenting trespassers and making notes. We want to work with the Sheriff's Office, Parks and Rec as well as other stakeholders to make Howards Knob Park and the surrounding area safe and enjoyable.

January 2018 - <https://photos.app.goo.gl/EXCNpiZUGbSXRRJaA>
February 2018 - <https://photos.app.goo.gl/V2ALJeowR4SaLPDE7>
March 2018 - <https://photos.app.goo.gl/Y1pz2XF8DQs3xD9k7>
April 2018 - <https://photos.app.goo.gl/GnRr7U6iJvnaAmQi9>
October 2018 (after the 20th) - <https://photos.app.goo.gl/qN5o963V2hKbj3TQ8>
November 2018 - <https://photos.app.goo.gl/LvvRHiAzajQbQrTo6>

If you have any questions, please just let me know.

Thanks and have an AWESOME day!

George


George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

--
Watauga County TDA
wataugatda@gmail.com
828-266-1345 office
828-266-1346 fax

Watauga County TDA <wataugatda@gmail.com>
To: wtilley@exploreboone.com

Tue, Nov 20, 2018 at 9:43 AM

Letter Attached.
[Quoted text hidden]

 **Howards Knob Letter_Final19Nov.pdf**
83K

Greetings all,

The Howards Knob residents ('Residents') hope to openly, transparently, and collaboratively engage Watauga County Commissioners and the Town of Boone leadership to bring about meaningful, actionable, accountable, and timely reform to Howards Knob County Park (Park). Our goal is to first make known the ongoing private and public liabilities not currently being addressed by the management of the Park. Second, we hope that such discussions will bring about short-term and long-term action plans with clearly identified accountabilities to implement changes that benefit the public's right to use the limited acreage that is the Park while concurrently protecting and enforcing surrounding landowners' rights to private landownership. The Residents appreciate the willingness of local leadership and public servants to engage our community regarding the Park.

The subsequent paragraphs summarize some details for all recipients, especially those that are unfamiliar with the issues related to the Park and extending to privately owned properties. As you will read, there is an urgent need for a cross-functional collaboration between varying departments and branches of local government. The ongoing issues are not new. If you find this letter too long to read – then it is exactly this apathy and attitude that this letter seeks to address. Please read on.

Howards Knob Mountain has long been a fixture of Boone and Watauga County. The park has been under the ownership and responsibility of Watauga County for many years. During such time, Howards Knob County Park has been a central theme and point of discussion for its value of marketing and recreational tourism for the Town of Boone and Watauga County. The latter strongly implies there is mutual interest by the Boone Town Council and Watauga County Commissions to manage the Park as a local resource, but in reality, it seems that there is misalignment of efforts between numerous stakeholders many of whom are included in this correspondence.

Over the decades, the Park and surrounding land has morphed from a popular hang-gliding jump point and scenic vista, a bouldering play land for climbers, location of one of the first turbine windmills in the US, the "home" of the "red dot" house, and most recently, a community "county" park and communication tower waypoint. One constant of Howards Knob Mountain is the Park offers an accessible, isolated, opportunity for the public and property owners to enjoy nature along with high-elevation views of Boone. Howards Knob County Park may be unlike any other park in Watauga County in that it is mostly used as a loitering hotspot – when open and when closed including all hours of the day and night, year-round. It is possibly the only park completely surrounded by private property that does not have complete fencing or park boundary signage. The closest comparator is Junaluska City Park that has both fencing and a large amount of through traffic i.e., no dead end.

Over the years, the properties on Howards Knob have changed ownership with opportunities for the public and the private sector to secure plots of land. Currently, the ~5-acre plot of land making up the Park is surrounded by private land which does not convey any right of use by the public except for the right to drive up Howards Knob Road to enter the Park. When the Park is closed, the small signs hung atypically high on a tree trunk to the left of the gate that states, "No Parking When Park is Closed" is completely ignored. Not only is that sign or multiple "No Trespassing" signs ignored, the small parking lot, roadway, and private property is used for parking and sightseeing regardless of the signage. It is absolutely stunning to witness the law-breaking ignorance of tourists, residents, and students alike (many of which are repeat offenders). Where, in any town, in any state, is it acceptable to trespass on closed public or private property, with or without "No Trespassing" signage? This is a fundamental aspect of enforcement that begins from the top down. Namely, enforcement via the District Attorney and their office's willingness (or unwillingness) to prosecute trespassing as a systemic reoccurring crime. Not enforcing/prosecuting such terrestrial rights/boundaries in the courts either provides absolution of accountability to the perpetrators thereby emboldening them to be repeat offenders, or prosecution of trespassing crimes becomes a top down approach to modulation criminal trespassing behavior via cause and effect outcomes which affect more than isolated cases involved i.e public perception as a whole.

The roadway and private properties are not for public parking. This represents a situation where boundaries exist both on the road itself and off the road and where private and public ownership both have lawful responsibilities to uphold. As a matter of civil discourse and law, it is incumbent upon each party (Town of Boone and Watauga County) to respect and ensure that property boundaries and posted laws are upheld and all liabilities assumed with said ownership are mitigated to protect both the public's interests and the private landowners' interests. Signage without enforcement is futile, and enforcement without

consequences is just what it sounds like...nothing except cost saving strategies and part of the root problem.

In the past, seasonal residents mostly, if not solely, occupied the Howards Knob community. This meant there were few opportunities for residents and guests to witness or report infringements in the rights, responsibilities, and laws that are meant to protect landowners and the public. Additionally, Watauga County and the Town of Boone did not have one of its most important assets; the involvement and comprehensive feedback from its constituents – arguably the citizens who are most affected by the actions taken or not taken to manage the Park. The gap in feedback and accountability to the public appears to have created a laissez faire approach by the County in managing the Park as a valuable resource and safe public environment. Out of sight, out of mind - if no one is complaining or hurt, then nothing needs to be done. As a result, the County and Town leadership are placing the burden of LIABILITY on the Residents by failing to adequately secure and monitor this remote and isolated park from unauthorized loitering, littering, trespassing, and possibly other unlawful activities. The most egregious result of this inaction is that it transfers the risk of trespassers' personal safety and liability of injury/fatality on the surrounding landowners. The abundant opportunities to trespass on public and private land combined with the inherent topography of the land (i.e., rock ledges that drop 30+ feet onto granite boulders) both in and out of the Park makes the area very dangerous during the day and, even more so, at night.

Numerous full-time residents now occupy Howards Knob Mountain and with that reality comes a new sense of community awareness and expected accountability by the town and local government who seek to benefit from the Park. If over the past years Monte Green or George Bartholomew have not made this clear, then please allow a homegrown resident of Boone and Watauga County to state the following: Watauga County and local leadership are failing to effectively manage Howards Knob County Park on behalf of the public's best interest and in doing so are passing the associated liabilities and neglect to the surrounding landowners, the public, and Sheriffs Office. It should not be and is not the residents' job to police the Watauga County's neglected property to ensure our individual property rights and laws are respected. To respond by saying it is not the Residents' responsibility to police the Park is to suggest that local law enforcement is/was doing so without intervention from the community. Please provide long-term data, logs, citations numbers, and court outcomes that objectively demonstrate the County and local stakeholders are or have taken action? Periodic police presence in the last couple of weeks, unfortunately, does not make up for the apparent disparity over years during which this problem was created. If this statement offends anyone, then I welcome the opportunity to be proven wrong with substantive information and action. As I have said before and will reemphasize, despite some meetings, the lack of action, thus far, places surrounding homeowners in a position to not only defend our rights/privacy as residents, but it also contributes to our increased liability from trespassing by the public on land that private owners are liable to mitigate - personal injury, fire hazards (which is a separate topic of concern), and beyond. Why should residents accept the liabilities created by the County when there are no measurable actions being made by the County to deter trespassing? Why should the Sheriff's Department be tasked with making up for the shortcomings of other Watauga County departments/committee's that have an obligation to maintain and manage the Park? Let me be clear that sending emails and scheduling meetings are not sufficient actionable results – the latter is managerial fluff and a waste of taxpayers' money when not followed through with concrete actions. Additionally, exciting Master Plans such as that proposed by Destination By Design and colorful marketing proposals (RFPs) not rooted in the park's financial or geographic realities and are a waste of taxpayers' money and time especially when the most basic of details cannot be implemented in a timely fashion or without disenfranchising the surrounding community.

The apparent apathy, community stalemate, and inaction show in the Park's current upkeep e.g gates, fencing, boundary signs, and Park signage. Additionally, the Sheriff Department's discretionary enforcement, which may be attributed to the courts unwillingness to prosecute trespassers, only enables and emboldens recurring offenders, vehicle traffic, cycles of people trespassing on public and private land, and cars loitering at any available pull off on Howards Knob Road (sometimes in the middle of the road). Howards Knob Road and the surrounding private property are not for public use. As Residents, we repeatedly witness trespassing, are compelled to confront violators, and have documented many reoccurring trespassers (per license plate ID) leaving public and private land. Repeatedly, when trespassers and loiterers see community members holding them accountable by documenting the offense via camera/video – it brings about risk to the Residents even though they are simply doing their civic duty to report crime or in protecting their right as private landowners. Regrettably, the "discretionary" enforcement approach, which should NOT be the first line of actionable deterrence, has fostered a clear sense of "entitlement" by the public who act as if they are due their right to climb under or over the grossly inadequate park gate (which sits on the private property of Mr. Green) or walk/climb on private property to

access the park. The public's "groomed" entitlement goes beyond public trespassing to the point of taking pictures from Residents' property; hiking on our property; using our driveways; and even using our decks as a viewing platform – this is on top of the blatant trespassing everyday the Park is closed. Each recurring action has become an infringement on our rights as property owners and impacts even the simplest of daily activities especially when the Park is closed. It is wrong (at the very least) that my quality of life, my child's safety, and the quality of life of other Residents are adversely affected by the inability of local leaders to come together in a timely and actionable manner to bring about park security updates along with actionable improvements to the Park. Make no mistake; each and every resident of this mountain sees it as a privilege to live here along with the stewardship that comes along with maintaining the mountain's current status of beauty, safety, and serenity.

The community very much appreciates the response(s) of the Sheriff Deputies in recent days, and we understand their frustration in being pulled in different directions throughout Watauga County, as there is a lot of acreage to cover. Law enforcement plays a critical role in maintaining public accountability as well as mitigate mischievous behavior via citing violators AND prosecuting violators. However, the isolation of the Park combined with the County's inability to create and implement an actionable park management plan (inclusive of security and resources management) has placed an unjust burden on Watauga County Sheriff and the surrounding community. We should not have to call repeatedly on a given day because of what the Residents witness by proximity. The level of frustration has delicately, respectfully, indirectly, and directly been communicated in past years. The facts, if collected, are Howards Knob does have the same crimes as other areas of Watauga County – the County and Town of Boone leadership do not live here to see it day-to-day and have not been held accountable by full-time residents in the past. To be very clear, this is not an indictment of the Sheriff and its Deputies – to the contrary- it is a call to action of the County Board of Commissioners; Watauga County Tourism Development Authority; Boone Tourism Development Authority, Boone Town Council; and Advisory Board to Watauga County Parks and Recreation to come together and take ownership, measurable and accountable actions, and shared enforcement of Howards Knob County Park boundaries and the laws governing the park's use.

Now more than ever is time to take action to protect and leverage Howards Knob Park as a keystone fixture of our community - with the support of local residents. It is time to protect the surrounding landowners/stewards of this mountain from liabilities that Watauga County has caused and is fully aware of. These issues are not just Watauga County's to address because many of the users originate from ASU, the Town of Boone, and tourists; there are many photos and a detailed list of license plates to cross-reference to demonstrate this and we have/will make them available online. Resolving the issue(s) requires collaboration and resources from the Town of Boone, Watauga County, District Attorney's Office, and ASU Administrators to properly manage the valuable resource this park is for all visitors. Yet we hear the Town of Boone, which promotes Howards Knob as a Boone attraction, openly absolves itself of financial and other positive influences they could offer to the Park. This lack of shared ownership and accountability in managing this treasured resource must change from the top-down to better align the Public's best interests along with the private citizens/landowners rights and responsibilities.

In closing, the Residents via have compiled just a hand of the pictures and data on hand to validate the neglect, risk, and liability that is knowingly or unknowingly being assumed and transferred to private landowners and the public by Watauga County's inaction. The links are as follows:

January 2018 - <https://photos.app.goo.gl/EXCNpiZUGbSXRRJaA>
 February 2018 - <https://photos.app.goo.gl/V2ALJeowR4SaLPDE7>
 March 2018 - <https://photos.app.goo.gl/Y1pz2XF8DQs3xD9k7>
 April 2018 - <https://photos.app.goo.gl/GnRr7U6iJvnaAmQi9>
 October 2018 (after the 20th) - <https://photos.app.goo.gl/qN5o963V2hKbj3TQ8>
 November 2018 - <https://photos.app.goo.gl/LvvRHIAzajQbQrTo6>

Additionally, we would like to ask some questions to better understand what has been done to advance our concern to tangible action. Your cooperation and input is very much appreciated. Providing this public information for all of our consolidated/transparent viewing, is intended to help streamline a collective understanding of what has/has not been done and what needs to be worked on as a group with a common goal to improve Howards Knob County Park and reduce its liability. There should be at least one person who can provide substantive feedback on each question below, and if no one can then we kindly ask parties of this email to identify the most appropriate individuals to comment, be it Howards Knob Master Plan leadership spearheaded by the Watauga County Tourism Development Authority, High Country Recreation, Watauga County Commissioners and/or Town of Boone elected officials. Without consolidated

transparency in determining specific benchmarks for improvement, we will continue to have a lack of accountability at every level and inaction that is detrimental to Watauga County, Boone, surrounding residents of the Park, and trespassers alike.

1. How many citations have been written for trespassing/loitering at Howards Knob County Park per year with focus on the last 3 years?
2. What are the prevalence numbers and rates of convictions for trespassing in our district?
3. How many dispatched calls are made each year to Howards Knob (by residents and by stand-alone patrol)?
4. How much (relative or exact) does each dispatch cost per Sheriff unit? Time is money among other aspects of being called to the Park. At some point, the duty of the Deputies to respond and the cost of dispatching deputies to the Park will become more financially and resource intensive than placing for example a "Tsunami Systems" camera at the gates to monitor traffic, loitering, and trespassing at the Park. It is assumed that private residents are responsible for their property's security monitoring and such a suggestion is to serve the County needs. This request is for quantitative data that will help justify technology for "us" to work smarter and not harder (less efficient). https://www.wataugademocrat.com/news/eyes-up-high-surveillance-cameras-and-policing-in-downtown-boone/article_13523969-f392-533c-94b9-3e72fa98dbef.html
5. If the residents stopped calling law enforcement on an almost daily basis when the park is closed; how would authorities know that people are trespassing, as often happens, during closure, including late at nights and early morning? This is not a philosophical question; it is a practical question of enforcement because unlike other community parks, Howard Knob is isolated from EVERYONES view except the residents. Please help us understand how this has or is currently taking place?
6. In working with Destination by Design and spending over \$50,000 on plans that arguably misrepresent many aspects of the parks possible features and boundaries, what has the return on investment been in dollars or other quantifiable evidence? We ask because we are told funds are limited to bring about meaningful improvements to the park's security (something as basic as bolstering the parks gate or completing fencing which currently does not completely enclose and/or define the park's boundaries).
7. What are the last 3 fiscal year Budget amounts allocated to the maintenance, upkeep, and security of the Park?
8. In the linked article, parties are quoted by the Watauga Democrat as saying, "The board liked the ideas presented and asked about the neighboring private lands. Woolridge said that's an issue that can likely only be solved by time in the next five to 10 years." What proposal and dialogue has Mr. Woolridge provided to the surrounding landowners or TDA to clarify this presumptive comment if said statement was accurately represented? Additionally, one of largest stakeholders of this project (the resident property owners) were not contacted directly or indirectly by Destination by Design. https://www.wataugademocrat.com/news/watauga-tda-reviews-proposed-howard-knob-master-plan/article_237711b0-4692-58b5-9f79-6271dae8e027.html
9. How many people use the park each year to factually discuss both pedestrian and car traffic coming to and using the park? If this information does not exist, then how are decisions being made for the need to obtain additional funding/resources via National, State, and Local pathways? Howards Knob Road is not lined (the state painted ridiculously sloppy road lines only to tar/gravel over them one week later) or wide enough to support the speeding traffic up and down this mountain. There is not enough room on the road for two cars worth of lanes let alone the pedestrians who walk/bicycle up and down the mountain with vehicles speeding by and no shoulder or sidewalk to travel on. Is there appreciation for the pedestrian/bicycle traffic leading up to and on Howards Knob Road?
10. What options that have been explored in recent months to resolve the issues at Howards Knob County Park and surrounding private property? Are meeting minutes available from the public servant discussion(s) to help the residents better understand and help combat obstacles that prevent this collective team from advancing this dialogue past yet another meeting followed by inaction?
11. What strategies have been employed in recent years to raise funds for Howards Knob County Park similar to those undertaken for the new skate park, Rocky Knob, and other community parks? Beyond the Howards Knob Park limited acreage and isolation, how is the park similar and different to other country parks currently commanding more funding and attention?
12. Why is the park closed during the season in which heavy traffic would be expected (i.e., "leaf lookers/vacationers" and the extra 20,000 plus temporary residents of Boone who attended ASU and often frequent the park)? One cannot help but wonder if the closure creates the desire and

opportunity to trespass in the park by visitors easily breaching the gate or walking on private property.

13. What updates to signs (not wayfinding) have been discussed and implemented? For example signs such as Dead End; No Outlet; No Parking Anytime, No Loitering; Towing Enforced at Owner Expense? There have been numerous requests for simple sign corrections, updates, and/or additions, which have not occurred for months and of which directly contribute to the self-proclaimed ignorance of many violators that trespass, litter, and loiter (up and down) on Howards Knob Road especially when the park is closed. Something as simple as taking down the OPEN sign cannot be accomplished despite it taking less than five minutes with a wrench.
14. What constructive role do the decision-makers envision the property owners of Howards Knob have in the effort to establish and maintain a law-abiding, safe, enjoyable environment in and immediately surrounding the park?
15. Finally, who is the Project Manager/Public servant (name) responsible for overseeing this topic? Specially, who is directly accountable? If it is multiple individuals, please provide an organization chart that identifies who and what role each has in advancing this public issue to actionable improvement. Committees abound, but whom does the buck stop with?

-Kind Regards

Howards Knob Community Residents (19-Nov-2018)



Wright Tilley <wtilley@exploreboone.com>

Replies to Richard Furr's email

2 messages

George Bartholomew <howardsknob@gmail.com> Tue, Nov 20, 2018 at 1:36 PM
 To: "Len. Hagaman" <len.hagaman@watgov.org>, Kelly Redmon <kelly.redmon@watgov.org>, "Robert.Marsh" <robert.marsh@watgov.org>, Stephen Poulos <stephen.poulos@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, "Deron.Geouque" <deron.geouque@watgov.org>
 Cc: Richard Furr <furrzeta@gmail.com>

Good Afternoon Everyone,

First, thank you all for your input and responses to Richard Furr's email from yesterday.

Next, does anyone have any objection to including Monte Green in the responses and ideas? Arguably he is most impacted by proximity to the Park and I'm certain his input would be meaningful.

Thanks and I hope everyone has a very Happy Thanksgiving!

George

George L. Bartholomew, Jr.
 Overlook on Howard Knob
 Boone, NC

Len.Hagaman <Len.Hagaman@watgov.org> Wed, Nov 21, 2018 at 9:16 AM
 To: George Bartholomew <howardsknob@gmail.com>, Kelly Redmon <Kelly.Redmon@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>, Stephen Poulos <Stephen.Poulos@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, "Deron.Geouque" <Deron.Geouque@watgov.org>
 Cc: Richard Furr <furrzeta@gmail.com>

George,

I received your voice mail and certainly have no problem forwarding the "keep the park open year round," comments to Mr. Green – as Monte is one of the primary stakeholders.

I hope you and your family have a great and Blessed Thanksgiving,

Sincerely,

Len Hagaman, Sheriff

Watauga County, NC

[Quoted text hidden]

Ideas regarding Howards Knob Park

1 message

George Bartholomew <howardsknob@gmail.com>

Mon, Nov 26, 2018 at 9:05 AM

To: "Len. Hagaman" <len.hagaman@watgov.org>, "Robert.Marsh" <robert.marsh@watgov.org>, "Deron.Geouque" <deron.geouque@watgov.org>, Stephen Poulos <stephen.poulos@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Casey Miller <casey.miller@watgov.org>, Kelly Redmon <kelly.redmon@watgov.org>
Cc: Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, Theresa Ann Waldspurgen <twaldspurgen@gmail.com>

Good Morning Everyone,

I hope you all had a very Happy Thanksgiving.

I wanted to respond to Mr. Marsh's ideas regarding Howards Knob Park (HKP).

But before I delve into that matter, I wonder if it would be possible to use "Reply To All" when responding to these emails? That way we all are kept abreast of the discussion and eliminates the need for forwarding? Is that agreeable?

I want to thank Mr. Marsh for his ideas and proposal to leave the Park open 24/7/365. And I appreciate the fact we're discussing options.

However, I must state my opposition to such a proposal. While Mr. Marsh correctly identifies some of the concerns we have as nearby residents, they are by no means the only concerns we have.

While the 24/7/365 idea may reduce instances of trespassing and illegal parking (as Mr. Marsh points out), other problems will increase if the Park were open 24/7/365. For example, The County's exposure to injury claims would increase dramatically. (More use equals more exposure. Add to that the existing dangerous conditions in HKP (steep inclines, rock outcroppings) and you have a potential lawsuit in the wings. Add inclement weather, whether it be fog, ice or snow, and I think we can all see why the Park is closed during the winter months (and I think wisely so). And I would be remiss if I didn't mention the equally (if not greater) potential for liability exposure for Mr. Green.

Opening the Park 24/7/365 would also allow undesirable activities to go on unchecked in an even more secluded fashion. We have already had instances of drug activity up here as well as underage drinking, illegal fires etc. Opening the Park 24/7/365 will not curb these activities and in fact I could argue make them more likely to occur. (What good is there in having people in the Park at 0200 hours?)

Let's move onto the litter and trash situation. HKP is already strewn with litter of all shapes and sizes. Aside from the usual bottles, cans and food wrappings, we have "enjoyed" used condoms, deer caucuses, and human feces. The additional resources (and funding) required to police HKP and clean up increased amounts of trash (if the Park were to open 24/7/365) would certainly increase as usage of HKP increases.

Traffic concerns along Howards Knob Road also need to be considered. Am currently arguing with NCDOT regarding placement of speed limit signs in an effort to slow the existing traffic down. Increasing that volume of traffic only exacerbates issues we are already experiencing.

While I do appreciate Mr. Marsh's idea, I don't think it's a viable option.

Thanks and have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob



Wright Tilley <wtilley@exploreboone.com>

Howards Knob Park Discussion status?

1 message

George Bartholomew <howardsknob@gmail.com>

Mon, Dec 3, 2018 at 7:00 AM

To: "Deron.Geouque" <deron.geouque@watgov.org>

Cc: "Len. Hagaman" <len.hagaman@watgov.org>, Stephen Poulos <stephen.poulos@watgov.org>, "Robert.Marsh" <robert.marsh@watgov.org>, Kelly Redmon <kelly.redmon@watgov.org>, Casey Miller <casey.miller@watgov.org>, Monte Green <montegreen@bellsouth.net>, Richard Furr <furrzeta@gmail.com>, Wright Tilley <wtilley@exploreboone.com>, Theresa Ann Waldspurger <twaldspurger@gmail.com>

Good Morning Mr. Geouque:

I sure hope you had a nice weekend and how about those Mountaineers huh? New Orleans Bowl bound!

I'm sure you're aware of our ongoing concerns regarding potential illegal activity in and near the closed Howards Knob Park (HKP) and I'm pretty sure that you've been copied on most, if not all, of the emails discussing HKP.

So far, Richard Furr disseminated an email with specific questions after our meeting with Sheriff Hagaman and his staff (thank you again Sheriff). And Robert Marsh proposed one solution which was also shared with the group.

In an effort to keep the ball moving (and the squeaky wheel gets the oil) I was wondering if we are going to try and get the entire group together to brainstorm ideas? Alternatively, do you (Watauga County) plan to respond to Richard's email. Another idea might be to incorporate his questions into a meeting of all the stakeholders along with brainstorming ideas to resolve these issues, both short term and longer term.

When you get a moment, would you please let the group know your thoughts and how we might proceed? We appreciate the opportunity to collaborate with you in figuring our solutions to these challenges.

Thank you so much for your time and I look forward to hearing from you soon.

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC



Wright Tilley <wtilley@exploreboone.com>

Couple of things

7 messages

George Bartholomew <howardsknob@gmail.com>

Thu, Dec 20, 2018 at 8:14 AM

To: "Deron.Geouque" <deron.geouque@watgov.org>

Cc: Stephen Poulos <stephen.poulos@watgov.org>, "Robert.Marsh" <robert.marsh@watgov.org>, "Len. Hagaman" <len.hagaman@watgov.org>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>

Good Morning Mr. Geouque:

I'm sorry I missed your call yesterday. I'd like to follow up with this email so we can keep things moving forward.

Since we are proposing to set up a meeting of all the stakeholders of Howards Knob Park, and since you would need to coordinate several schedules, I'd prefer that you poll your colleagues and come up with 2-3 dates that work for your group. Richard Furr and I are usually more flexible and work from our homes. I realize any meeting will likely occur in 2019 as the holidays are upon us. And we appreciate your kind offer to host this meeting.

Also wondering if you might consider asking NCDOT to place a Type 3 Barricade with "Road Closed" in the road just past 530 Howards Knob Road. I believe this will significantly cut down on the vehicular and pedestrian traffic headed to the Park. Since I last wrote, there have now been four incidents requiring the need for a tow truck near the Park entrance just in the past few weeks.

Thanks so much for taking the time to read this and I look forward to getting together soon.

Have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

Deron.Geouque <Deron.Geouque@watgov.org>

Thu, Dec 20, 2018 at 9:11 AM

To: George Bartholomew <howardsknob@gmail.com>

Cc: Stephen Poulos <Stephen.Poulos@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>, "Len.Hagaman" <Len.Hagaman@watgov.org>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>

Mr. Bartholomew:

I have sent an email to county folks requesting some dates for a meeting. I have also called and left a message with Kevin Whittington, NCDOT, regarding the barricade. I will let you when I hear back from him.

Thank you.

Sincerely,

Deron Geouque

Watauga County Manager

101822 BCC Meeting

814 West King Street

Boone, NC 28607

(P) 828-265-8000

(F) 828-264-3230

Email Deron.Geouque@watgov.org

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George Bartholomew <howardsknob@gmail.com> Thu, Dec 20, 2018 at 9:12 AM
To: "Deron.Geouque" <Deron.Geouque@watgov.org>
Cc: Stephen Poulos <Stephen.Poulos@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>, "Len.Hagaman" <Len.Hagaman@watgov.org>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>

Thanks so much Mr. Geouque!

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

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Deron.Geouque <Deron.Geouque@watgov.org> Wed, Jan 2, 2019 at 1:11 PM
To: George Bartholomew <howardsknob@gmail.com>
Cc: Stephen Poulos <Stephen.Poulos@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>, "Len.Hagaman" <Len.Hagaman@watgov.org>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>

Folks:

The meeting will be this Friday at 9:00 am in the County Commissioners Board room. The address is 814 West King Street, Boone NC 28607.

Look forward to seeing everyone then.

Sincerely,

Deron Geouque
Watauga County Manager
814 West King Street
Boone, NC 28607
(P) 828-265-8000
(F) 828-264-3230
Email Deron.Geouque@watgov.org

[Quoted text hidden]

Stephen Poulos <Stephen.Poulos@watgov.org> Wed, Jan 2, 2019 at 3:05 PM
To: "Deron.Geouque" <Deron.Geouque@watgov.org>, George Bartholomew <howardsknob@gmail.com>
Cc: "Robert.Marsh" <Robert.Marsh@watgov.org>, "Len.Hagaman" <Len.Hagaman@watgov.org>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>

Thanks, I'll be there.



Stephen J. Poulos, Director
Watauga County Parks and Recreation
231 Complex Drive
Boone, N.C. 28607
828.264.9511
828.264.9523 fax
stephen.poulos@watgov.org NEW Email!
www.wataugacounty.org

Follow us on Facebook & Twitter!



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George Bartholomew <howardsknob@gmail.com> Wed, Jan 2, 2019 at 3:08 PM
To: "Deron.Geouque" <Deron.Geouque@watgov.org>
Cc: Stephen Poulos <Stephen.Poulos@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>, "Len.Hagaman" <Len.Hagaman@watgov.org>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>

Mr. Geouque,

Thanks for your email. I will plan to attend.

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

On Jan 2, 2019, 13:11 -0500, Deron.Geouque <Deron.Geouque@watgov.org>, wrote:

| 814 West King St

Richard Gmail <furrzeta@gmail.com> Thu, Jan 3, 2019 at 9:11 AM
To: Stephen Poulos <Stephen.Poulos@watgov.org>
Cc: "Deron.Geouque" <Deron.Geouque@watgov.org>, George Bartholomew <howardsknob@gmail.com>, "Robert.Marsh" <Robert.Marsh@watgov.org>, "Len.Hagaman" <Len.Hagaman@watgov.org>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Monte Green <montegreen@bellsouth.net>

Thank you Deron.

Regards,
Richard Furr

On Jan 2, 2019, at 3:05 PM, Stephen Poulos <Stephen.Poulos@watgov.org> wrote:

Thanks, I'll be there.

Stephen

<image001.png>

Follow us on Facebook & Twitter! <image002.png> <image003.png>

[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Thank you

5 messages

George Bartholomew <howardsknob@gmail.com> Fri, Jan 4, 2019 at 11:20 AM
 To: "Deron.Geouque" <deron.geouque@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Stephen Poulos <stephen.poulos@watgov.org>, Kelly Redmon <kelly.redmon@watgov.org>, "Len. Hagaman" <len.hagaman@watgov.org>, "Robert.Marsh" <robert.marsh@watgov.org>
 Cc: Richard Furr <furrzeta@gmail.com>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Monte Green <montegreen@bellsouth.net>

Gentlemen:

I would like to take a moment to sincerely thank you for meeting this morning. It was nice to put a face with a name in several instances.

I think our discussion was informative and helpful.

I hope we can continue to work together to improve Howards Knob Park and surrounds so that all may enjoy.

Thanks again and I hope you all have an AWESOME day!

George

George L. Bartholomew, Jr.
 Overlook on Howard Knob
 Boone, NC

Len.Hagaman <Len.Hagaman@watgov.org> Fri, Jan 4, 2019 at 12:39 PM
 To: George Bartholomew <howardsknob@gmail.com>, "Deron.Geouque" <Deron.Geouque@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Stephen Poulos <Stephen.Poulos@watgov.org>, Kelly Redmon <Kelly.Redmon@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>
 Cc: Richard Furr <furrzeta@gmail.com>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Monte Green <montegreen@bellsouth.net>

Thank you,

Challenges galore...

LDH/WAG100

[Quoted text hidden]

Stephen Poulos <Stephen.Poulos@watgov.org> Fri, Jan 4, 2019 at 2:54 PM
 To: "Len.Hagaman" <Len.Hagaman@watgov.org>, George Bartholomew <howardsknob@gmail.com>, "Deron.Geouque" <Deron.Geouque@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, Kelly Redmon <Kelly.Redmon@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>
 Cc: Richard Furr <furrzeta@gmail.com>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Monte Green <montegreen@bellsouth.net>

Thanks to all.

I re-posted the closing on our face book and @WataugaCountyPR pages as well. I'll ask the ASU Recreation Management Dept to post on their social media as well.

Stephen



Stephen J. Poulos, Director
Watauga County Parks and Recreation
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stephen.poulos@watgov.org NEW Email!
www.wataugacounty.org

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Len.Hagaman <Len.Hagaman@watgov.org>

Fri, Jan 4, 2019 at 5:36 PM

To: Stephen Poulos <Stephen.Poulos@watgov.org>, George Bartholomew <howardsknob@gmail.com>, "Deron.Geouque" <Deron.Geouque@watgov.org>, Wright Tilley <wtalley@exploreboone.com>, Kelly Redmon <Kelly.Redmon@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>

Cc: Richard Furr <furrzeta@gmail.com>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Monte Green <montegreen@bellsouth.net>

Might also touch base with Chamber of Commerce and Town of Boone website.

BTW, here is a sign "NARROW WINDING ROAD..." that is located on Fairway Drive just beyond the Boone Golf Club sign near the 321/Fairway intersection.

We have had several issues with tractor trailers traversing the two sharp curves on Fairway as you travel toward Kellwood Drive and others located on either end of Wilson Ridge Drive and Deerfield and Wilson Ridge Drive and Bamboo..

I have also attached two (2) NCDOT standard NC-MUTCD (NC - Manual of Uniform Traffic Control Devices) signs (yellow/black), compliant warning signs.

 Image

 Image

I know the town of Boone has their own sign shop and they can make almost anything to sign with the 3M reflective background and compliant contrast lettering.

Perhaps the Town of Boone, ASU, or the WATAUGA County sign shops could make a couple of signs similar to the rectangular one depicted above (3M reflective yellow/black), that simply says (they have a quicker turnaround than the NCDOT/Corrections Enterprise).

"PARK CLOSED FOR SEASON - NO TRESPASSING."

This could easily be attached to the MAIN GATE (sadly in lieu of the artwork of Sgt. Casey Miller).

I understand, but not confirmed; from a resident on Junaluska and Howard's Knob road, that Skyline Telephone has fiber (large bandwidth) in the area of the park that could easily support a HD "tsunami" camera (resort, or task specific, with live and large DVR/server/storage.

Just a thought, as this guy has surveillance on steroids (one of the few video doorbells in the state - before "RING" tablet/smartphone became widely used.

Just some food for thought.

Len Hagaman, Sheriff
Watauga County, NC
[Quoted text hidden]

2 attachments



Image-18.png
1350K

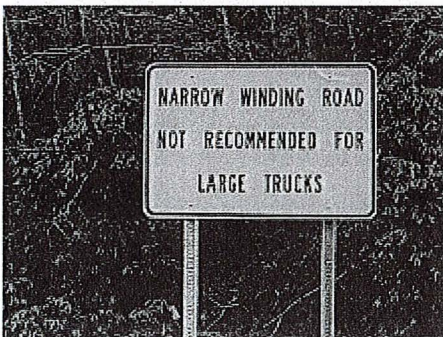


Image-17.png
1519K

Deron.Geouque <Deron.Geouque@watgov.org> Fri, Jan 4, 2019 at 5:36 PM
To: George Bartholomew <howardsknob@gmail.com>, Wright Tilley <wtalley@exploreboone.com>, Stephen Poulos <Stephen.Poulos@watgov.org>, Kelly Redmon <Kelly.Redmon@watgov.org>, "Len.Hagaman" <Len.Hagaman@watgov.org>, "Robert.Marsh" <Robert.Marsh@watgov.org>
Cc: Richard Furr <furrzeta@gmail.com>, "Billy.Kennedy" <billy.kennedy@watgov.org>, Monte Green <montegreen@bellsouth.net>

Mr. Bartholomew:

It was very nice meeting you today. I believe it was a productive meeting with a lot of good ideas put forward. Hopefully we can come up with some solutions to help lessen the issues at Howard's Knob.

Take care and have a nice weekend.

Sincerely,

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

(P) 828-265-8000

(F) 828-264-3230

Email Deron.Geouque@watgov.org

From: George Bartholomew [mailto:howardsknob@gmail.com]

Sent: Friday, January 04, 2019 11:20 AM

To: Deron.Geouque; Wright Tilley; Stephen Poulos; Kelly Redmon; Len.Hagaman; Robert.Marsh

Cc: Richard Furr; Billy.Kennedy; Monte Green

Subject: Thank you

Gentlemen:

[Quoted text hidden]

[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Comments regarding proposed improvements to Howards Knob Park

2 messages

George Bartholomew <howardsknob@gmail.com>

Fri, Jan 4, 2019 at 11:50 AM

To: Wright Tilley <wtilley@exploreboone.com>, Matt Vincent <mvincent.vpc@gmail.com>

Good Morning Wright and Matt,

I've attached our comments regarding the proposed improvements to Howards Knob Park.

(Matt, Wright and I met earlier this morning about a related topic and he agreed I should copy you with my comments). Wright, as you will note, we discussed a few of these concerns this morning.


Am hoping other citizens (including my neighbors) will afford themselves the opportunity to share their thoughts and comments as well. I wanted to get these to you in a timely manner.

As always, if either of you have any questions, or if I can be of any assistance, please get a hold of me at 410-310-1789 or via email.

Thank you both for taking the time to read our comments and I hope you have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

 **Comments regarding proposed upgrades to Howards Knob Park.pdf**
87K

Wright Tilley <wtilley@exploreboone.com>

Fri, Jan 4, 2019 at 3:22 PM

To: George Bartholomew <howardsknob@gmail.com>


Cc: Matt Vincent <mvincent.vpc@gmail.com>

George,

Thank you for sharing this document with us. I look forward to reviewing it and I will also make sure to send a copy to Destination By Design so they can include it in the appendix section of the Master Plan document.

Have a great weekend,

Wright

 Boone, North Carolina

L. Wright Tilley
Executive Director
Watauga County TDA

828-266-1345
ExploreBoone.com

 Facebook  Twitter  Instagram  Pinterest

We would like to offer comments regarding the proposed improvements/upgrades to Howards Knob Park. We are nearby residents (448 Howards Knob Road) and have a “front row” seat for the Howards Knob Park (“HKP”) venue.

Introduction - Theresa and I have owned property just below HKP for almost six years and lived here full time for almost two. HKP is frequently used both when it is open and also when it is closed (both daily and seasonally). The unintended consequences of the Park’s current popularity include volumes of trash/litter covering the roadway and adjacent properties, speeding vehicles, illegal activities in and around the Park (e.g. rock climbing on private property, illegal fires, illegal alcohol consumption, illegal drug consumption, illegal dumping of animal carcasses among others) as well as property damaging automobile accidents. Current County resource allocation does not adequately address any of these issues and in fact may encourage (or at least not discourage) these activities.

Outlined below, and in no particular order, are the most important challenges to an existing HKP only to be exacerbated by the proposed HKP improvements:

Environmental Impact - We have been told that there is no funding budgeted in the proposed improvement project for any kind of an environmental impact study that the proposed upgrades may generate. As stewards of this natural resource, we would hope Watauga County would place a priority on including and funding such a study.

We understand the Native Plant Society, when they heard of this project, made it a priority to travel to HKP and identify/classify/inventory existing plant species in HKP. It seems they are concerned for the long term viability of these organisms should the project move forward.

Additionally, HKP’s impervious surface plays a significant role in the ongoing stormwater damage in our neighborhood. Stormwater runoff from the Park already has negatively (and repeatedly) impacted the roadway and surrounding properties. Any size increase to the impervious surface area will adversely impact the Park’s neighbors as well as Howards Knob Road.

While we’re discussing environmental impact, we’d like to point out the *volume* of litter and trash strewn about the Park, especially near the entrance, and all over nearby private property - are another unintended consequence of HKP. Everything from discarded furniture and used condoms to bottles, cans and plastic bags/containers are strewn around the Park and along Howards Knob Road. Who is going to be responsible for the clean up and removal of this refuse and will those clean up costs be budgeted in the County’s ongoing maintenance budget figure? So, even if it’s not required, **an environmental impact study is certainly warranted.**

Justification - Apparently there is no hard data regarding current Park attendance numbers (and no plans to obtain such information). Without data measuring the current level of use, how can the County justify application for a grant and perhaps more importantly, determine and

justify the *added expense that maintenance of an improved (and logically more used) HKP will have on the County's budget?*

Impact to Howards Knob Road - We were also told there is no project money budgeted to identify the effects that an increase in traffic volume will have on Howards Knob Road. The roadway (constructed with surface treatment also known as tar and chip) was recently re-done by NCDOT subcontractors. Already, in less than two months, the road is showing significant signs of deterioration. Has NCDOT been contacted to see if they plan to upgrade the roadway to Hot Mix Asphalt or schedule more frequent repairs to the roadway?

Additionally, the road is simply too narrow in places to safely accommodate additional traffic. Speed, combined with the narrow road width, is also a safety factor along Howards Knob Road making it dangerous for vehicular, bicycle and pedestrian traffic. The roadway infrastructure is simply not adequate to handle additional traffic generated by an expanded HKP. **A road and traffic impact study is paramount and must be performed.**

Park Security - HKP is unique in its physical location - out of sight, somewhat remote and secluded. We have struggled with trespassing on not only Park property, but adjacent private property when the Park is closed. And it's not just trespassing, but activities outlined in the **Introduction** paragraph that go hand in hand with the trespassing. *And these activities negatively affect our way of life as well as property values.* We have worked with Watauga County stakeholders to try and get this unacceptable behavior under control. Our concern is that if the current facility generates a plethora of problematic and illegal activity, what will an enhanced Park generate? The Watauga County Sheriff's Office has been very responsive to calls regarding trespassing but relying solely on law enforcement is neither efficient nor fiscally responsible. **Addressing Park security and curtailing these sorts of activity are important before making any improvements.**

HKP also presents challenges for patrolling and securing the facilities. The County, as the owner and manager of the facility, should have plans in place to monitor and protect HKP. Monitored surveillance cameras, better security fencing and perhaps a plan to initiate a Park Ranger program might all be utilized to protect its investment and assure neighbors that the Park is being used in an appropriate fashion. Conversely, when the Park is closed, accommodations need to be made to secure the Park, provide active surveillance and prosecute those individuals who break the law. A lack of Park security places additional liability on surrounding property owners. **Funding to address these basic security concerns must take priority.**

Some have floated an idea to leave the Park open 24/7/365 in an effort to mitigate some of the issues we have raised. This is totally unacceptable and only increases the liability for Watauga County and surrounding property owners. Frankly, nothing good happens when people are in the Park at 2AM.

In short, metaphorically this project seeks to build a \$100,000 Park on a non-existent foundation. There is no data driven justification for the improvements, no impact studies to evaluate existing infrastructure, and no plan to remedy current ongoing issues with the existing facility.

We are not opposed to improvements to HKP, but strongly urge the County needs to address the existing Park's unintended consequences **before** improving HKP and making the Park a more attractive and visited destination.

Thank you for taking the time to read and consider our comments.

George L. Bartholomew, Jr.

Theresa A. Waldspurger



Wright Tilley <wtilley@exploreboone.com>

Comments for Howards Park

8 messages

Richard Furr <furrzeta@gmail.com>

Mon, Jan 14, 2019 at 8:01 PM

To: Wright Tilley <wtilley@exploreboone.com>, eric@dbdplanning.com

Cc: George Bartholomew <howardsknob@gmail.com>, Monte Green <montegreen@bellsouth.net>

Greetings All,


Thank you for the opportunity to comment on the revitalization of Howards Knob Park. Please reply and confirm you have received this email and attachment.

The plan does represent a positive step towards revitalization of Howard Park as it consolidates some ideas for consideration. As a resident of Howards Knob, I wish there would have been a more proactive and direct attempt to directly contact the residence of Howards Knob Rd about the plan - not by secondary channels such as public surveys that knowingly and often pass under the radar. A point about the survey, the use of its responses to drive or promote decision making when the sample size is less than 0.4% of Watauga County's population means the survey provides little statistically meaningful or accurate representation to base project decisions on or for serve the other 99.6% (~55,000) people in Watauga County who may use the park and pay for its upkeep and security long term. The Town of Boone's tourism wants to benefit from the Parks "marketing/tourism appeal, but are they willing to pay for it in the short and long-term to rep the park perceived benefit? The reality is Howards Knob is not Rocky Knob nor is it a Blue Ridge Parkway overlook; and thus Howards Knob Park should not be developed using the same "blue print" process as was done for Rock Knob. If Howard Knob is to be developed further, it should be done with additional consideration(s) to the necessary security and operating costs that must be considered in both the near-term and long-term budgets. And to a larger degree, this project requires the Town of Boone and Watauga Country leadership to come together and take share risk/ownership of funds necessary to maintain the park now and in the future since both stakeholders (Boone/Watauga) benefit from tourism (local too) appeal Howards Knob Park offers. If the funds come from Occupancy Tax then there is no reason a budget can't include line items for security and maintenance up front and not ex post facto.

Howards Knob Park is a unique county park that is closely and completely surrounded by residential homes and/or private property, it is very accessible from center of Boone/ASU, but it is indeed isolated. Rocky Knob on the other otherhand is surrounded by a landfill, a highway, and vacant lots(s) mostly.- high traffic near and in the Rocky Knob Park is expected and with little to no consequence to the surrounding state or county owned properties. Rocky Knob mostly seeks to attract active/sport patrons who run or mountain bike the trails; or families who want to play in the man made playground. Howards Knob can and will only be able to provided an end point to turn a car around on Howards Knob Rd, a place to catch a view, a place to take a picture, a place to loiter near town but off the beaten path, a place to generate trash from picnicing. Howards Knob is the equivalent of an abandoned house at the end of a cul-de-sac and Howards Knob Rd has already had one of those reformed. Howards Knob Park is not a federally/state funded parkway with Park Rangers nor is it through access with various funding support. While some of the Parkway does have private property that abuts it, those are not case studies on how to develop a community park overlook and its impact on the surrounding community/residents/land. And finally, to suggest buying additional property in the Master Plan at ~\$18,000/acer for the parks is laughable because it grossly undervalues the surrounding property value (in modern day) for all owners of the mountain.

Unfortunately, this plan fails to even vaguely address primary concerns/tenants of any public space: security, traffic, and impact/use data compared to the return on investment of its costs to build and operate. Please see and accept our attached PDF file of the Howard Master Plan with comments representing our (Wife/Me) current thinking about the development of Howards Knob. You should be able to print the comments from the PDF or expand the comment bubbles to review. The development of Howards Knob represents a positive thing for the area if done with granular/careful consideration to THIS park's unique location, topographical offerings, use, and boundaries. Thank you for your time and consideration.

-Kind Regards
Richard and Carrie Furr

 2018 Howards Knob Master Plan_Comments Furr.pdf
14308K

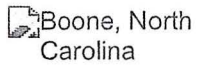
Wright Tilley <wtalley@exploreboone.com>
To: Eric Woolridge <eric@dbdplanning.com>

Wed, Jan 23, 2019 at 9:47 AM

Eric,

I think you were copied on this but am forwarding these comments to you just in case.

Wright

 Boone, North
Carolina


L. Wright Tilley

Executive Director
Watauga County TDA

828-266-1345
ExploreBoone.com

 Facebook  Twitter  Instagram  Pinterest

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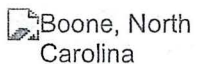
 2018 Howards Knob Master Plan_Comments Furr.pdf
14308K

Wright Tilley <wtalley@exploreboone.com>
To: Matt Vincent <mvincent.vpc@gmail.com>

Wed, Jan 23, 2019 at 9:51 AM

Matt,

FYI...here are the comments from Richard Furr who is part of the Howard Knob resident group that I met with. He, Monte Green and George are the three most concerned with the plan.

 Boone, North
Carolina

L. Wright Tilley

Executive Director
Watauga County TDA


828-266-1345
ExploreBoone.com

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----- Forwarded message -----

From: **Richard Furr** <furrzeta@gmail.com>
Date: Mon, Jan 14, 2019 at 8:02 PM
Subject: Comments for Howards Park
To: Wright Tilley <wtalley@exploreboone.com>, <eric@dbdplanning.com>
Cc: George Bartholomew <howardsknob@gmail.com>, Monte Green <montegreen@bellsouth.net>

[Quoted text hidden]

 2018 Howards Knob Master Plan_Comments Furr.pdf
14308K

Eric Woolridge <eric@dbdplanning.com>
To: Wright Tilley <wtalley@exploreboone.com>

Wed, Jan 23, 2019 at 10:35 AM

Hey Wright,

Thanks for sending. I had not seen this. We can incorporate a fence when the time comes.

I do think the tower is going to be really popular. I'd suggest that we make all improvements and assess the traffic and use before building the tower. I think that feature will double the use.

I wish I would have involved this group earlier (I know better). Maybe in the design phase I can include them and get them bought in some.

Thanks,
Eric

Eric Woolridge, AICP

President

Destination by Design

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c: 828.719.1109 o: 828.386.1866

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[Quoted text hidden]

Richard Furr <furrzeta@gmail.com>
To: Wright Tilley <wtalley@exploreboone.com>, eric@dbdplanning.com
Cc: George Bartholomew <howardsknob@gmail.com>, Monte Green <montegreen@bellsouth.net>

Mon, Jan 28, 2019 at 3:21 PM

Greetings all,

Can someone please provide a professional courtesy and confirm receipt of our public comments from the previous email? Thank you.

-Kind Regards
Richard Furr

[Quoted text hidden]

[Quoted text hidden]

<2018 Howards Knob Master Plan_Comments Furr.pdf>

Wright Tilley <wtalley@exploreboone.com>
To: Richard Furr <furrzeta@gmail.com>
Cc: Eric Woolridge <eric@dbdplanning.com>, George Bartholomew <howardsknob@gmail.com>, Monte Green <montegreen@bellsouth.net>


Mon, Jan 28, 2019 at 3:33 PM

Dear All,

We received letters/comments from Richard Furr, Monte Green and George Bartholomew.

Have a good day,

Wright Tilley

 Boone, North
Carolina

L. Wright Tilley

**Executive Director
Watauga County TDA**

**828-266-1345
ExploreBoone.com**

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[Quoted text hidden]

George Bartholomew <howardsknob@gmail.com>
To: Wright Tilley <wtalley@exploreboone.com>

Mon, Jan 28, 2019 at 3:43 PM

Thanks Wright!

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

[Quoted text hidden]

Richard Furr <furrzeta@gmail.com>
To: Wright Tilley <wtalley@exploreboone.com>

Mon, Jan 28, 2019 at 3:47 PM

Many thanks Wright! Thanks for confirming. Have a great rest of week and STAY WARM!!!

-Kind Regards
Richard

[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Two things

3 messages

George Bartholomew <howardsknob@gmail.com>

Fri, Jan 18, 2019 at 11:06 AM

To: Wright Tilley <wtilley@exploreboone.com>

Cc: Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>

Good Morning Wright,

Hope this note finds you well.

I have two quick things to ask you if I may?

First, I have been speaking with Monte Green recently and would it be possible for him to submit comments regarding the proposed Howards Knob Park improvement project - say in the next week or so?

Secondly, are the WTDA Board meetings open to the public? If so, I might like to attend the next meeting and reiterate my submitted comments if possible?

Thanks so much for your help and I hope you have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

Wright Tilley <wtilley@exploreboone.com>

Wed, Jan 23, 2019 at 9:45 AM

To: George Bartholomew <howardsknob@gmail.com>


Bcc: Matt Vincent <mvincent.vpc@gmail.com>

George,

Good morning. Sorry for the delayed reply. I was out of town for meetings at the end of last week and have been playing catch up on emails. Mr. Green is welcome to submit comments on the plan, but we would need those no later than January 31st. Regarding your second question, the TDA meetings are open to the public. As you are probably aware, we usually have at least one reporter present at the meetings. Any comments you share may be published in the local newspapers. We limit public comment to 5 minutes per person and schedule that at the beginning of our meeting. The next TDA board meeting is Tuesday, February 12, at 8:30am in the Watauga County Administration Building.

Best Regards,

Wright

 Boone, North
Carolina

L. Wright Tilley

**Executive Director
Watauga County TDA**

828-266-1345

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George Bartholomew <howardsknob@gmail.com>
To: Wright Tilley <wtalley@exploreboone.com>
Cc: Matt Vincent <mvincent.vpc@gmail.com>

Mon, Jan 28, 2019 at 6:43 AM

Good Morning Wright,

I hope you had a relaxing and enjoyable weekend.

Am hoping that you (and Matt) have received Monte's written comments via email. I believe he sent them over the weekend.

Also, if your offer still stands, I would appreciate the opportunity to directly address the Board concerning the proposed Howards Knob Park project at your next scheduled meeting on February 12th at 8:30AM. I am aware of and will tailor my comments to the five minute limit.

Thanks so much for your assistance.

I hope you have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

[Quoted text hidden]

Article

2 messages

George Bartholomew <howardsknob@gmail.com>

Mon, Jan 28, 2019 at 5:07 PM

To: Wright Tilley <wtalley@exploreboone.com>, Matt Vincent <mvincent.vpc@gmail.com>

Cc: Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>

Good Evening Matt and Wright:

I just saw this article: https://www.wataugademocrat.com/main_street/watauga-tda-plans-to-spend-fund-balance/article_88351242-923f-5c85-b65e-14419b450960.html and want to make sure I'm not misunderstanding the process. Maybe you guys could help me understand?

Has the WTDA made a recommendation or approached the Watauga Commissioners about applying for funding for Howards Knob Park improvements as outlined by Destination by Design? I was under the impression (and am hoping this is the case) that WDTA has not made a decision whether or not to move forward (or recommend moving forward) on the improvements?

The article seems to emphasize Matt's desire to "spend" the fund balance and doesn't clearly indicate where in the process HKP stands. Can you guys clarify that for me please?

Thanks so much!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

Wright Tilley <wtalley@exploreboone.com>

Tue, Jan 29, 2019 at 9:21 AM

To: George Bartholomew <howardsknob@gmail.com>

Cc: Matt Vincent <mvincent.vpc@gmail.com>, Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>

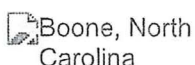
George,

The article that was written in the paper was in response to a preliminary three year outline that Matt shared with the TDA board. The outline was to educate the TDA regarding how we could craft a multi-year spending plan for three projects that we are currently considering. Nothing has changed with the Howard Knob Park process. We have not approached the County Commissioners about the project or the timeline. We plan to share the project with the Commissioners at their February retreat. If there is interest, it would still have to through an approval process at a future County Commission meeting, which would likely allow for another public comment period, before any vote is taken on whether or not to proceed with any element of the plan..

Unfortunately, not everything in our local paper is properly explained or reported completely as presented.

Best Regards,

Wright

**L. Wright Tilley****Executive Director
Watauga County TDA****828-266-1345**



[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Howards Knob Park Master Plan status

2 messages

George Bartholomew <howardsknob@gmail.com>

Wed, Mar 6, 2019 at 11:20 AM

To: Wright Tilley <wtilley@exploreboone.com>, Matt Vincent <mvincent.vpc@gmail.com>, "Deron.Geouque"

<deron.geouque@watgov.org>, Eric Woolridge <eric@dbdplanning.com>

Cc: Monte Green <montegreen@bellsouth.net>, Theresa Waldspurger <twaldspurger@gmail.com>, Richard Furr <furrzeta@gmail.com>, Carrie Furr <carrielanglais@hotmail.com>, Erin Martin <erinh683@gmail.com>, "Billy.Kennedy" <billy.kennedy@watgov.org>

Good Morning Wright:

First, I want to acknowledge Eric Woolridge's kind offer to meet with us to discuss the comments, concerns and questions we have raised over the past several months regarding the proposed Howards Knob Park Master Plan. We are very appreciative! I will make setting up a meeting a priority when I return from my unexpected and extended business trip.

Secondly, I spoke with Commissioner Kennedy this morning by telephone regarding the status of the Howard's Knob Park Master plan and was told by him that the commissioners have expressed their desire to only perform minor maintenance and replace/fix some park benches at the Park for the time being (as opposed to pursuing grant funding for the Master Plan). Commissioner Kennedy expressed concerns about possible competing priorities in the commissioners' budget considerations.

1. Can you confirm that the WTDA will not be seeking grant funding for improvements to the Park at this time?
2. Can you also please indicate what the next step(s) might be going forward (other than our meeting with Mr. Woolridge)?

Wright, thanks as always for helping me out. I appreciate your insight and look forward to your response.

Have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

Matt Vincent <mvincent.vpc@gmail.com>

Fri, Mar 8, 2019 at 9:43 AM

To: George Bartholomew <howardsknob@gmail.com>

Cc: Wright Tilley <wtilley@exploreboone.com>, "Deron.Geouque" <deron.geouque@watgov.org>, Eric Woolridge <eric@dbdplanning.com>, Monte Green <montegreen@bellsouth.net>, Theresa Waldspurger <twaldspurger@gmail.com>, Richard Furr <furrzeta@gmail.com>, Carrie Furr <carrielanglais@hotmail.com>, Erin Martin <erinh683@gmail.com>, "Billy.Kennedy" <billy.kennedy@watgov.org>

George,

I hope you're well and thanks for your email. I appreciate you coming to our meeting and voicing your concerns however I do not agree with you calling us "dishonest" along with other derogatory comments. Our board is volunteers made up of long respected and good people that have spent most of their lives in this community. We all only want what is best for this community despite what your comments may elude too. To answer your questions the best I can at this time we are still considering what our next step will be. Thanks for your email and have a great weekend.

Cordially,

MATT VINCENT
GENERAL CONTRACTOR

VPC BUILDERS, LLC

O | 828.295.0707

F | 828.832.3882

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Wright Tilley <wtilley@exploreboone.com>

FW: Damage at HKP

2 messages

Stephen Poulos <Stephen.Poulos@watgov.org>

Sun, Apr 7, 2019 at 12:36 PM

To: "Deron.Geouque" <Deron.Geouque@watgov.org>, Wright Tilley <wtilley@exploreboone.com>, "Robert.Marsh" <Robert.Marsh@watgov.org>



Stephen J. Poulos, Director
 Watauga County Parks and Recreation
 231 Complex Drive
 Boone, N.C. 28607
 828.264.9511
 828.264.9523 fax
stephen.poulos@watgov.org NEW Email!
www.wataugacounty.org



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From: George Bartholomew [mailto:howardsknob@gmail.com]
Sent: Saturday, April 06, 2019 3:02 PM
To: Stephen Poulos; Robert.Marsh
Subject: Damage at HKP

Hello Stephen and Robert,

Hope you both are enjoying this wonderful weekend weather!

Don't know if you guys are aware, but there's some damage at HKP.

A sizable tree fell onto the exit road and the fencing aimed at preventing folks from climbing on the top of the pavilion is torn off. I don't see any clear indication of what caused the fencing issue (no dents in roof or debris).

Maybe you guys already knew about this, but with opening day approaching, I thought I'd pass along the info (and photos).

Have an AWESOME day!

George

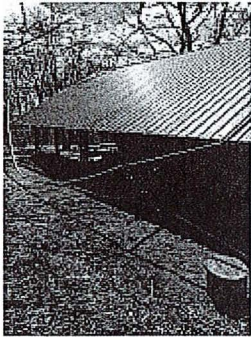
101822 BCC Meeting

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

2 attachments



IMG_6648.JPG
4393K



IMG_6649.JPG
4551K

Stephen Poulos <Stephen.Poulos@watgov.org>
To: Wright Tilley <wtalley@exploreboone.com>

Mon, Apr 8, 2019 at 2:08 PM

FYI on the HKP damage and Robert reply. I send George a message back letting him know thanks and it will be taken care of!

BTW, if you see your mailman, let him know we'll be in Suite 101 starting April 29th. We'll do the forwarding paperwork with the move coming soon.

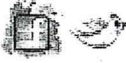
Thanks!

Stephen



Stephen J. Poulos, Director
Watauga County Parks and Recreation
231 Complex Drive
Boone, N.C. 28607
828.284.9511
828.284.9523 fax
stephen.poulos@watgov.org NEW Email!
www.wataugacounty.org

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From: Robert.Marsh
Sent: Monday, April 08, 2019 8:21 AM
To: Stephen Poulos
Subject: RE: Damage at HKP

We are already aware of this however it will be awhile before we can get there to fix it.

[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Howard Knob Park

14 messages

Eric Woolridge <eric@dbdplanning.com>

Fri, Mar 1, 2019 at 2:03 PM

To: Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, George Bartholomew <howardsknob@gmail.com>

Cc: Wright Tilley <wtilley@exploreboone.com>, Matt Vincent <mvincent.vpc@gmail.com>

Hey All:

The Watauga County TDA has asked that I reach out to you all for a special meeting to discuss the Howard Knob Park Master Plan. I've read through all of the comments, and I would welcome an opportunity to discuss.

I can host at our office: 136 Furman Road, Suite 6. We're over near the Boone hospital.

If interested, can you all shoot me a few dates that might work for you?

Thank you,
Eric

Eric Woolridge, AICP

Principal

Destination by Design

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c: 828.719.1109 o: 828.386.1866

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George Bartholomew <howardsknob@gmail.com>

Sat, Mar 2, 2019 at 1:54 PM

To: Richard Furr <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, Eric Woolridge <eric@dbdplanning.com>

Cc: Wright Tilley <wtilley@exploreboone.com>, Matt Vincent <mvincent.vpc@gmail.com>

Hi Eric,

Thank you for your email.

I would absolutely appreciate a meeting with you to discuss Howards Knob Park. I am however, away on an extended business trip. I am guessing I will be home in two weeks, but am not sure. I will be happy to keep you posted as my schedule becomes clearer.

Hanks for your email and I look forward to meeting with you.

Sincerely,

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

[Quoted text hidden]

Richard Gmail <furrzeta@gmail.com>

Mon, Mar 4, 2019 at 2:29 PM

To: George Bartholomew <howardsknob@gmail.com>

Cc: Monte Green <montegreen@bellsouth.net>, Eric Woolridge <eric@dbdplanning.com>, Wright Tilley <wtalley@exploreboone.com>, Matt Vincent <mvincent.vpc@gmail.com>, erinh683@gmail.com

Greetings Eric,

Thank you for reaching out. We are agreeable with meeting too. Once George is back we will gather folks. We will work on providing you a consolidated proposal for dates that might work for people on this end. Thanks again.

Cheers

Richard Furr

[Quoted text hidden]

Eric Woolridge <eric@dbdplanning.com>

Mon, Mar 4, 2019 at 2:30 PM

To: Richard Gmail <furrzeta@gmail.com>

Cc: George Bartholomew <howardsknob@gmail.com>, Monte Green <montegreen@bellsouth.net>, Wright Tilley <wtalley@exploreboone.com>, Matt Vincent <mvincent.vpc@gmail.com>, erinh683@gmail.com

Sounds good, thank you.

Eric

Eric Woolridge, AICP

Principal

Destination by Design

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c: 828.719.1109 o: 828.386.1866

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[Quoted text hidden]

Eric Woolridge <eric@dbdplanning.com>

Mon, Mar 25, 2019 at 4:14 PM

To: Richard Gmail <furrzeta@gmail.com>

Cc: George Bartholomew <howardsknob@gmail.com>, Monte Green <montegreen@bellsouth.net>, Wright Tilley <wtalley@exploreboone.com>, Matt Vincent <mvincent.vpc@gmail.com>, Erin Hutchison-Martin <erinh683@gmail.com>

Hey All,

Any updates on setting a time to meet?

Thank you,

Eric

Eric Woolridge, AICP

Principal

Destination by Design

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c: 828.719.1109 o: 828.386.1866

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[Quoted text hidden]

George L. Bartholomew, Jr. <howardsknob@gmail.com>

Tue, Mar 26, 2019 at 4:56 AM

To: Eric Woolridge <eric@dbdplanning.com>

Cc: Richard Gmail <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, Wright Tilley <wtalley@exploreboone.com>, Matt Vincent <mvincent.vpc@gmail.com>, Erin Hutchison-Martin <erinh683@gmail.com>

Good Morning Eric,

Thank you for your email.

I am still away on the business trip I mentioned in my previous email. As soon as I return, I would very much appreciate the opportunity to sit down with you and the other neighbors and discuss the proposed improvements to Howards Knob Park.

Thanks so much for checking back.

George

George L. Bartholomew, Jr.
Howard Knob
Boone, NC

[Quoted text hidden]

Matt Vincent <mvincent.vpc@gmail.com>

Mon, Apr 8, 2019 at 11:26 AM

To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>

Cc: Eric Woolridge <eric@dbdplanning.com>, Richard Gmail <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, Wright Tilley <wtalley@exploreboone.com>, Erin Hutchison-Martin <erinh683@gmail.com>

George,

I hope you are well. When do you return from your business trip?

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[Quoted text hidden]

George Bartholomew <howardsknob@gmail.com>

Mon, Apr 8, 2019 at 11:30 AM

To: Matt Vincent <mvincent.vpc@gmail.com>

Cc: Eric Woolridge <eric@dbdplanning.com>, Richard Gmail <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, Wright Tilley <wtalley@exploreboone.com>, Erin Hutchison-Martin <erinh683@gmail.com>

Good Morning Matt,

Nice to hear from you!

I returned late last week and have on my "to do" list setting up a meeting with Eric.

Eric, are there any days that better suit your schedule in the next two weeks?

Thanks and have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

[Quoted text hidden]

Eric Woolridge <eric@dbdplanning.com>

Mon, Apr 8, 2019 at 5:09 PM

To: George Bartholomew <howardsknob@gmail.com>

Cc: Matt Vincent <mvincent.vpc@gmail.com>, Richard Gmail <furrzeta@gmail.com>, Monte Green <montegreen@bellsouth.net>, Wright Tilley <wtalley@exploreboone.com>, Erin Hutchison-Martin <erinh683@gmail.com>, Cody Mitchell <cody@dbdplanning.com>

Hey George,

How about 10am on 4/17 or 4/19?

Thank you,
Eric**Eric Woolridge, AICP**

Principal

Destination by Design

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c: 828.719.1109 o: 828.386.1866

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[Quoted text hidden]

George L. Bartholomew, Jr. <howardsknob@gmail.com>

Wed, Apr 10, 2019 at 9:41 AM

To: Eric Woolridge <eric@dbdplanning.com>

Cc: Cody Mitchell <cody@dbdplanning.com>, Erin Hutchison-Martin <erinh683@gmail.com>, Matt Vincent <mvincent.vpc@gmail.com>, Monte Green <montegreen@bellsouth.net>, Richard Gmail <furrzeta@gmail.com>, Wright Tilley <wtalley@exploreboone.com>

Good Eric,

I think next Wednesday will work better for most of us. Would you please remind me where you'd like to meet?

Thanks so much and am looking forward to meeting with you.

Have an AWESOME day!

George

[Quoted text hidden]

--

[Quoted text hidden]

Eric Woolridge <eric@dbdplanning.com>

Thu, Apr 11, 2019 at 9:35 AM

To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>

Cc: Cody Mitchell <cody@dbdplanning.com>, Erin Hutchison-Martin <erinh683@gmail.com>, Matt Vincent <mvincent.vpc@gmail.com>, Monte Green <montegreen@bellsouth.net>, Richard Gmail <furrzeta@gmail.com>, Wright Tilley <wtalley@exploreboone.com>

Good morning. We're located at 136 Furman Road, Suite 6. This is on the corner of State Farm Road and Furman. It's a long one story office building.

Text my cell if you have any issues.

Thank you,
Eric

Eric Woolridge, AICP

Principal

Destination by Design

Planning + Design + Promotion

c: 828.719.1109 o: 828.386.1866

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DbDplanning.com

[Quoted text hidden]

Richard Gmail <furrzeta@gmail.com>

Thu, Apr 11, 2019 at 3:38 PM

To: Eric Woolridge <eric@dbdplanning.com>

Cc: "George L. Bartholomew, Jr." <howardsknob@gmail.com>, Cody Mitchell <cody@dbdplanning.com>, Erin Hutchison-Martin <erinh683@gmail.com>, Matt Vincent <mvincent.vpc@gmail.com>, Monte Green <montegreen@bellsouth.net>, Wright Tilley <wtalley@exploreboone.com>

What time on 17-Apr? And if weather permits, would folks consider meeting around the park to have the talking points literally in front of us? Being on site might have value during general discussion.

Cheers

Richard Furr

[Quoted text hidden]

Erin Hutchison-Martin <erinh683@gmail.com>

Thu, Apr 11, 2019 at 4:11 PM

To: Richard Gmail <furrzeta@gmail.com>

Cc: Eric Woolridge <eric@dbdplanning.com>, "George L. Bartholomew, Jr." <howardsknob@gmail.com>, Cody Mitchell <cody@dbdplanning.com>, Matt Vincent <mvincent.vpc@gmail.com>, Monte Green <montegreen@bellsouth.net>, Wright Tilley <wtalley@exploreboone.com>

I second.

Erin

[Quoted text hidden]

Fri, Apr 12, 2019 at 11:20 AM

Eric Woolridge <eric@dbdplanning.com>

To: Richard Gmail <furrzeta@gmail.com>

Cc: Eric Woolridge <eric@dbdplanning.com>, "George L. Bartholomew, Jr." <howardsknob@gmail.com>, Cody Mitchell <cody@dbdplanning.com>, Erin Hutchison-Martin <erinh683@gmail.com>, Matt Vincent <mvincent.vpc@gmail.com>, Monte Green <montegreen@bellsouth.net>, Wright Tilley <wtalley@exploreboone.com>

I'm good to meet on site. I like that idea. See you then at same time.

Eric Woolridge
www.DbDplanning.com
Cell: 828.719.1109

On Apr 11, 2019, at 3:38 PM, Richard Gmail <furrzeta@gmail.com> wrote:

[Quoted text hidden]



Wright Tilley <wtalley@exploreboone.com>

FW: HKP

3 messages

Stephen Poulos <Stephen.Poulos@watgov.org>

Fri, Apr 12, 2019 at 1:11 PM

To: Wright Tilley <wtalley@exploreboone.com>, "Deron.Geouque" <Deron.Geouque@watgov.org>

I have not replied yet, OK to give him key, it is fine by me.

Stephen



Stephen J. Poulos, Director
 Watauga County Parks and Recreation
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 Boone, N.C. 28607
 828.264.9511
 828.264.9523 fax
stephen.poulos@watgov.org NEW Email!
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From: George Bartholomew [mailto:howardsknob@gmail.com]

Sent: Friday, April 12, 2019 11:41 AM

To: Stephen Poulos

Subject: HKP

Hi Stephen,

Don't know if you're aware, but we're scheduled to meet with Eric Woolridge from Destination by Design next Wednesday at Howards Knob Park.

I want to ask your permission to go into the Park and also was wondering if I might borrow a key to get inside?

We're planning to discuss Eric's plan regarding the improvements.

Thanks and have an AWESOME day!

G

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

Deron.Geouque <Deron.Geouque@watgov.org> Fri, Apr 12, 2019 at 5:26 PM
To: Stephen Poulos <Stephen.Poulos@watgov.org>
Cc: Wright Tilley <wtilley@exploreboone.com>, "Robert.Marsh" <Robert.Marsh@watgov.org>

No key to him. You will need to open and close.

Deron Geouque
Watauga County Manager
814 West King Street
Boone, NC 28607
(P) 828-265-8000
(F) 828-264-3230
Email Deron.Geouque@watgov.org

On Apr 12, 2019, at 1:11 PM, Stephen Poulos <Stephen.Poulos@watgov.org> wrote:

I have not replied yet, OK to give him key, it is fine by me.

Stephen

<image001.png>

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[Quoted text hidden]

3 attachments



Stephen J. Poulos, Director
Watauga County Parks and Recreation
201 Complex Drive
Boone, N.C. 28607
828 264 9511
828 264 9522 fax
stephen.poulos@watgov.org NLW Email
www.wataugacounty.org

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image002.png
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image003.png
2K

Stephen Poulos <Stephen.Poulos@watgov.org> Fri, Apr 12, 2019 at 5:26 PM
To: "Deron.Geouque" <Deron.Geouque@watgov.org>
Cc: Wright Tilley <wtilley@exploreboone.com>, "Robert.Marsh" <Robert.Marsh@watgov.org>



Stephen J. Poulos, Director
Watauga County Parks and Recreation
231 Complex Drive
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stephen.poulos@watgov.org NEW Email!
www.wataugacounty.org

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Wright Tilley <wtilley@exploreboone.com>

Proposed budget

3 messages

George Bartholomew <howardsknob@gmail.com>
To: Wright Tilley <wtilley@exploreboone.com>
Cc: Matt Vincent <mvincent.vpc@gmail.com>

Tue, May 14, 2019 at 11:41 AM

Good Morning Wright,

I was wondering if I could please get a copy of the proposed budget discussed at this morning's WTDA Board meeting?

Also, would you please identify the specific amount allocated to the Howard Knob Park project?

Thanks so much and have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

Wright Tilley <wtilley@exploreboone.com>
To: George Bartholomew <howardsknob@gmail.com>
Cc: Matt Vincent <mvincent.vpc@gmail.com>

Fri, May 17, 2019 at 8:36 AM

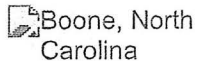
George,

Per your request, attached is the draft version of our FY 19/20 budget that we discussed at Tuesday's TDA meeting.

Currently, it includes \$167,000 for Howard Knob Park improvements under the "infrastructure grants" line item total.

Sincerely,

Wright



L. Wright Tilley
Executive Director
Watauga County TDA

828-266-1345
ExploreBoone.com



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George L. Bartholomew, Jr. <howardsknob@gmail.com>
To: Wright Tilley <wtilley@exploreboone.com>

Fri, May 17, 2019 at 8:38 AM

Cc: Matt Vincent <mvincent.vpc@gmail.com>

Thanks Wright!

Have an AWESOME day!

George

[Quoted text hidden]

--

George L. Bartholomew, Jr.
Howard Knob
Boone, NC



Wright Tilley <wtilley@exploreboone.com>

HKP Budget line item

3 messages

George Bartholomew <howardsknob@gmail.com>

Wed, May 29, 2019 at 6:51 AM

To: Wright Tilley <wtilley@exploreboone.com>

Good Morning Wright,,

Hope you had an enjoyable and relaxing holiday weekend.

I thought I sent this email last week, but cannot find it in my "sent" box.

Anyhow, I was wondering if you might be able to provide some details about the \$167,000 allotted for Howards Knob Park in your proposed budget. I'm curious about what work and/or materials are to be performed/purchased for that amount. Alternatively, how did you arrive at that figure?

Thanks for your help and have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

Wright Tilley <wtilley@exploreboone.com>

Wed, May 29, 2019 at 12:52 PM


To: George Bartholomew <howardsknob@gmail.com>

Cc: Matt Vincent <mvincent.vpc@gmail.com>

George,

The \$167,000 represents one third of \$500,000 that the TDA has discussed setting aside for Howard Knob Park improvements over the next 3 years. We hope to leverage those funds for some additional grant revenue as well. At this time, it is a placeholder in the budget.

Wright

 Boone, North
Carolina

L. Wright Tilley

**Executive Director
Watauga County TDA**

**828-266-1345
ExploreBoone.com**

 Facebook  Twitter  Instagram  Pinterest

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George Bartholomew <howardsknob@gmail.com>

Wed, May 29, 2019 at 1:03 PM

To: Wright Tilley <wtilley@exploreboone.com>

Cc: Matt Vincent <mvincent.vpc@gmail.com>

Thank you Wright, I appreciate your assistance.

Have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Thank you

1 message

George L. Bartholomew, Jr. <howardsknob@gmail.com>

Tue, Jun 11, 2019 at 10:43 AM

To: Matt Vincent <mvincent.vpc@gmail.com>, Wright Tilley <wtilley@exploreboone.com>

Matt and Wright,

Just wanted to take a moment to thank you and the Board for your hospitable hosting of the public comments on your budget this morning.

I truly appreciate your listening to my comments and those of the other folks assembled.

Have an AWESOME day!

George

--

George L. Bartholomew, Jr.
Howard Knob
Boone, NC

Meeting Follow-up

5 messages

Wright Tilley <wtilley@exploreboone.com>

Fri, Jun 21, 2019 at 10:05 AM

To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>, Richard Furr <furrzeta@gmail.com>

Bcc: Matt Vincent <mvincent.vpc@gmail.com>

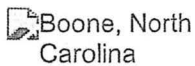
Richard and George,

I would like to take Richard up on his offer to come and have a chat about the Howard Knob Park project on his porch. I think there are a lot of misconceptions about what the TDA wants to do at Howard Knob Park.

My schedule is free most late afternoons/early evenings next week from Monday, June 24 through Thursday June 27. I am also available on July 3 and 5. Please let me know if any of these days would work for both of you.

Best Regards,

Wright

 Boone, North Carolina**L. Wright Tilley****Executive Director
Watauga County TDA****828-266-1345
ExploreBoone.com** Facebook  Twitter  Instagram  Pinterest

George Bartholomew <howardsknob@gmail.com>

Fri, Jun 21, 2019 at 10:12 AM

To: Richard Furr <furrzeta@gmail.com>, Wright Tilley <wtilley@exploreboone.com>

Good Morning Wright,

Thank you for your email.

I for one would welcome the opportunity to discuss HKPMP with you. I am going out of town next week, but could meet Monday. The week after looks good for me at this point.

Thanks for your email and I hope you have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC
[Quoted text hidden]

Richard Furr <furrzeta@gmail.com>

Fri, Jun 21, 2019 at 6:30 PM

To: George Bartholomew <howardsknob@gmail.com>, Wright Tilley <wtilley@exploreboone.com>

Greetings Gentlemen,

We're happy and welcome the opportunity to find out additional information beyond the Master Plan.

How does 4pm on 24-July, work?

101822 BCC Meeting

Thank you Wright!

-Cheers

Richard

[Quoted text hidden]

Richard Furr <furrzeta@gmail.com>

Fri, Jun 21, 2019 at 6:34 PM

To: George Bartholomew <howardsknob@gmail.com>, Wright Tilley <wtilley@exploreboone.com>

Sorry gentleman! 24-June at 4pm!

[Quoted text hidden]

Wright Tilley <wtilley@exploreboone.com>

Sat, Jun 22, 2019 at 6:22 PM

To: Richard Furr <furrzeta@gmail.com>

Cc: George Bartholomew <howardsknob@gmail.com>

Richard and George,

Monday at 4pm works for me. I look forward to seeing you then.

Thanks,

Wright

[Quoted text hidden]

--

[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Today's Meeting

4 messages

Wright Tilley <wtilley@exploreboone.com>

Mon, Jun 24, 2019 at 1:09 PM

To: Richard Furr <furrzeta@gmail.com>, "George L. Bartholomew, Jr." <howardsknob@gmail.com>

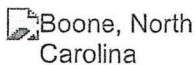
Good Afternoon Gentlemen,

Where are we meeting this afternoon? I mentioned Richard's porch in my original email because that was offered at the last TDA meeting, I'm open to whatever works best for you. If want to meet at the park, we could do that too.

If we are meeting at one of your houses, could you please email me the street address? Looking forward to our conversation today.

Thanks,

Wright

**L. Wright Tilley****Executive Director
Watauga County TDA****828-266-1345
ExploreBoone.com**

Richard Furr <furrzeta@gmail.com>

Mon, Jun 24, 2019 at 2:11 PM

To: Wright Tilley <wtilley@exploreboone.com>, "George L. Bartholomew, Jr." <howardsknob@gmail.com>

Greetings Wright,

Hope your Monday is off to a good and uneventful start!

We are happy to host at our house. You should know that the conversation will be recorded in part because of our security system and to a larger degree because the nature of this conversation would represents material fact(s) and information that the public should have transparent access too. For brevity, I'll say that any "misconceptions" I would have would also be the public's misconception since the public only has the unrevised Master Plan and Watauga Democrat. I've yet to find meeting minutes.

Let me know you thoughts and thank you, Wright.

-Cheers
Richard

[Quoted text hidden]

Wright Tilley <wtilley@exploreboone.com>

Mon, Jun 24, 2019 at 3:00 PM

To: Richard Furr <furrzeta@gmail.com>

Cc: "George L. Bartholomew, Jr." <howardsknob@gmail.com>, Matt Vincent <mvincent.vpc@gmail.com>

Richard,

Thanks for your email. Given the additional information about recording the meeting, I would like to re-schedule for another date and time so that I can have one of my TDA board members also present. I'm not opposed to recording the meeting when we have it, but would prefer to meet in a public meeting room at the County Administration Building.

Please let me know if there is a date and time that works for you and George the week of July 8-12 or July 15 or 16.

Best Regards,
[Quoted text hidden]
[Quoted text hidden]

Richard Furr <furrzeta@gmail.com>

Mon, Jun 24, 2019 at 3:17 PM

To: Wright Tilley <wtilley@exploreboone.com>

Cc: "George L. Bartholomew, Jr." <howardsknob@gmail.com>, Matt Vincent <mvincent.vpc@gmail.com>

Greetings Wright,

No problem. Let me circle back with others to coordinate.

To save you a meeting, you are welcome to identify the misconceptions of concern and we could go from there?

Enjoy your afternoon and thank you again Wright.

-Cheers
Richard
[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Meeting

5 messages

George Bartholomew <howardsknob@gmail.com>

Wed, Jul 3, 2019 at 11:17 AM

To: Wright Tilley <wtilley@exploreboone.com>, Matt Vincent <mvincent.vpc@gmail.com>, Richard Furr <furrzeta@gmail.com>

Good Morning Wright, Matt and Richard,

I'm back in town for the foreseeable future and would like to suggest a meeting to discuss possible misconceptions regarding the scope of the proposed Master Plan for Howard Knob Park.

I'd like to propose the meeting occur in the Park (we could meet at the picnic pavilion) and explore areas where we may share common ground as well as discuss any possible misinterpretations.

I'm sure we're all busy this week with the Independence Day holiday, but would like to entertain a meeting within the next two weeks if that seems reasonable. May I assume we'd like to keep this meeting small in attendance - perhaps the four of us?

Thanks for everyone's willingness to engage in productive dialogue and I look forward to hearing from you all and hopefully setting up a meeting soon.

Wishing you all a safe and enjoyable holiday,

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

Wright Tilley <wtilley@exploreboone.com>

Mon, Jul 8, 2019 at 10:57 AM

To: George Bartholomew <howardsknob@gmail.com>

Cc: Matt Vincent <mvincent.vpc@gmail.com>, Richard Furr <furrzeta@gmail.com>

George,

Would it be possible to meet on Thursday, July 18 about 11am? Matt and I are both available and have another meeting together earlier that morning, so we could come up to the park after that. Please let me know if that works for you and Richard.

Best Regards,

Wright

Boone, North
Carolina

L. Wright Tilley

**Executive Director
Watauga County TDA**

**828-266-1345
ExploreBoone.com**

Facebook Twitter Instagram Pinterest

[Quoted text hidden]

George Bartholomew <howardsknob@gmail.com>
To: Wright Tilley <wtalley@exploreboone.com>
Cc: Matt Vincent <mvincent.vpc@gmail.com>, Richard Furr <furrzeta@gmail.com>

Mon, Jul 8, 2019 at 11:01 AM

Good Morning Wright,

I'm good with that date and time and will allow Richard to respond.

Thank you very much for the invitation! Looking forward to some productive dialogue!

Have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC
[Quoted text hidden]

Matt Vincent <mvincent@vpcbuilders.com>
To: Wright Tilley <wtalley@exploreboone.com>

Mon, Jul 8, 2019 at 11:07 AM

Should we mention asking them to invite Tom Speed?

MATT VINCENT

O | 828.295.0707

F | 828.832.3882

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- <http://www.vpcbuilders.com/wp-content/uploads/2017/02/4.png>
- <http://www.vpcbuilders.com/wp-content/uploads/2017/02/6.png>



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Richard Furr <furrzeta@gmail.com>
To: George Bartholomew <howardsknob@gmail.com>
Cc: Wright Tilley <wtalley@exploreboone.com>, Matt Vincent <mvincent.vpc@gmail.com>

Mon, Jul 8, 2019 at 12:43 PM

Greetings All,

18-Jul at 11am works for me. See you all at the park.

-Cheers

Richard

[Quoted text hidden]

Meeting on 7/18

1 message

Wright Tilley <wtilley@exploreboone.com>


Mon, Jul 8, 2019 at 1:32 PM

To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>

George,

Do you think we should invite Tom Speed to the meeting on July 18 or would you prefer that we keep it to the four of us?

Wright

 Boone, North
Carolina

L. Wright Tilley

**Executive Director
Watauga County TDA**

**828-266-1345
ExploreBoone.com**

 Facebook  Twitter  Instagram  Pinterest



Wright Tilley <wtilley@exploreboone.com>

Follow Up on Howard Knob Meeting

2 messages

Wright Tilley <wtilley@exploreboone.com>

Wed, Aug 7, 2019 at 2:42 PM

To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>

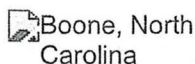
Good Afternoon George,

At our last meeting with you and Richard, we talked about having a larger meeting with anyone that wanted to attend. I wanted to follow up with you about setting up that meeting and see what dates/timeframe works for you.

Please let me know your thoughts either via email or feel free to give me a call.

Thanks,

Wright

**L. Wright Tilley****Executive Director
Watauga County TDA****828-266-1345
ExploreBoone.com**

Facebook



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George Bartholomew <howardsknob@gmail.com>

Mon, Aug 12, 2019 at 12:22 PM

To: Wright Tilley <wtilley@exploreboone.com>

Hi Wright,

Thanks for your email. I got the impression you (and Matt) were going to give us a couple of date/time options. I kind of think that would be easier and then presenting those options to our group. I would recommend, if I may and if your schedules permit, an evening timing to allow folks to attend who may work during the day.

I will be happy to them relay to folks the date(s)/time(s) you and Matt would be available.

Also, and just so you guys aren't caught off guard, I know I will be interested in things like which trees may be removed, what specific impact(s) will the construction process have on the existing site, safeguards to protect tress, plants and other natural features during the construction process, sequence of construction, sediment and erosion control measures and a few other things (that I can't think of right now!)

Anyhow, let me know what you think please? I'll be happy to help out any way that I can.

Have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

[Quoted text hidden]

HKP

1 message

George Bartholomew <howardsknob@gmail.com>

Tue, Aug 20, 2019 at 2:25 PM

To: Wright Tilley <wtilley@exploreboone.com>

Cc: Matt Vincent <mvincent.vpc@gmail.com>, Stephen Poulos <stephen.poulos@watgov.org>

Good Afternoon Wright,

I called your office this morning and got your voicemail indicating you are out of the office for a few more days. I thought I'd write this email just so I don't forget what I wanted to talk to you about.

Am also copying Matt Vincent and Stephen Poulos so they're included as well.

1. I'm hoping you got my email about scheduling the on site meeting with (hopefully) both you and Matt there in order to answer specific first phase detail questions? I will be sending out an email today or tomorrow to "my" folks alerting them that a meeting will be forthcoming in the near future.
2. As an aside - and I just thought of this - would it be helpful (or not) to have any questions ahead of time? Just let me know and I'll see what I can do to accommodate your preferences.
3. Speaking for myself (and Terry) and after sharing these ideas with Stephen, I was wondering if WTDA would be open for some suggestions regarding the initial phase scope of work? If so, we had a couple of ideas that I think would make the Park a better place. I discussed these ideas with Stephen first and my mention does not indicate his endorsement.
 - a. Re-do the entrance gate. The existing gate is troublesome from many angles. They are difficult to maneuver, difficult to secure and leave a wide and easily thwarted gap underneath for people to access the Park after hours. (Thor could walk under without squatting down!)
 - A. My thought would be to move them into the Park near the intersection of the loop drive. It would require some additional fencing to tie back into the existing semi-perimeter fence.
 - b. Signage - recommend we coordinate with WCSO and make sure all signs they need to enforce trespassing are worded and displayed correctly.
 - A. Recommend "Park Boundaries" signs be relocated to make them more visible
 - B. Recommend signage at overlook fence (old hang glider take off point) warning visitors not to go over fence
 - C. Recommend signage indicating any fires in the BBQ grills be completely extinguished AND never left unattended
 - c. Dog Poop bags and waste can - install one or two, similar to Greenway to encourage folks to clean up after their pets

These were just some ideas we came up with and I think would enhance the Park and also not break the budget.

Maybe we can talk by phone one day next week to work on scheduling the on site meeting, if your schedule permits?

Thanks so much and I hope you have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC



Wright Tilley <wtilley@exploreboone.com>

Howards Knob Park

2 messages

George L. Bartholomew, Jr. <howardsknob@gmail.com> Mon, Oct 28, 2019 at 8:00 AM
 To: Wright Tilley <wtilley@exploreboone.com>, Matt Vincent <mvincent@vpcbuilders.com>
 Cc: "Deron.Geouque" <deron.geouque@watgov.org>, stephen.poulos@watgov.org, robert.marsh@watgov.org,
 "Len.Hagaman" <len.hagaman@watgov.org>, montegreen@bellsouth.net, "Gladys C. Howell" <howellglad@gmail.com>,
 "Theresa A. Waldspurger" <twaldspurger@gmail.com>, Shelton Rhodes <iarrsrjr@gmail.com>, Richard Furr
 <furrzeta@gmail.com>, Carrie Furr <carrielanglais@hotmail.com>, Toby And Melanie Campbell <moss2campbell@aol.com>,
 Robert Tom Speed <rtspeed@bellsouth.net>, Sara Speed <speedse@appstate.edu>, Erin Hutchison Martin
 <erinh683@gmail.com>, Will Marchant <will.marchant@countryvintner.com>, Matt Estep <estepmc@appstate.edu>, Larry
 Turnbow <larry.turnbow@watgov.org>, Perry Yates <pyates@newriverbuilding.com>, john.welch@watgov.org, Charlie Wallin
 <charlie.wallin@watgov.org>, "Billy.Kennedy" <billy.kennedy@watgov.org>

Good Morning Everyone,

Just a short note regarding Howard's Knob Park. It has been some time since we last met and I thought I'd toss out some ideas. As we note the annual closing of the Park for the season, many of the same predictable problems are resurfacing.

Whether we invest in a \$1 million Master Plan or something smaller in scope, the security and integrity of the park's confines and assets, as well as mitigation of liability, should be predominant considerations. These facets remain lacking and need to be addressed. Potential measures to address these goals might include:

1. Reconfiguration of entrance and gates to provide a more secure and visually appealing closure.
2. Deployment of signs on the entrance gates and elsewhere that clearly (and redundantly) post Park hours and statutory trespassing warnings allowing law enforcement to enforce trespassing and related crimes (coordinate exact verbiage with District Attorney's office).
3. Deployment of signs that more clearly designate Park boundaries (current signs are often obscured by foliage) and some new signs are needed.
4. Deployment of signs forbidding ANY parking outside the gates (not just when Park is closed) – perhaps an NCDOT responsibility?
5. Installation of surveillance device(s) that provide more efficient monitoring of this remote County facility.

The budget adopted by the Watauga Tourism Development Authority included a line item for Howard's Knob Park. If my memory serves, the amount was significant enough to provide for many of the items mentioned above.

We'd sure like to work together to some of these goals accomplished and wonder if this might be a place to start?

Thanks for your time.

George

George L. Bartholomew, Jr.
 Overlook on Howard Knob
 Boone, NC

Gladys Howell <howellglad@gmail.com> Mon, Oct 28, 2019 at 8:10 AM
 To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>
 Cc: Wright Tilley <wtilley@exploreboone.com>, Matt Vincent <mvincent@vpcbuilders.com>, "Deron.Geouque" <deron.geouque@watgov.org>, stephen.poulos@watgov.org, robert.marsh@watgov.org, "Len.Hagaman" <len.hagaman@watgov.org>, Monte Green <montegreen@bellsouth.net>, "Theresa A. Waldspurger" <twaldspurger@gmail.com>, Shelton Rhodes <iarrsrjr@gmail.com>, Richard Furr <furrzeta@gmail.com>, Carrie Furr <carrielanglais@hotmail.com>, Toby And Melanie Campbell <moss2campbell@aol.com>, Robert Tom Speed <rtspeed@bellsouth.net>, Sara Speed <speedse@appstate.edu>, Erin Hutchison Martin <erinh683@gmail.com>, Will Marchant <will.marchant@countryvintner.com>, Matt Estep <estepmc@appstate.edu>, Larry Turnbow <larry.turnbow@watgov.org>, Perry Yates <pyates@newriverbuilding.com>, John Welch <john.welch@watgov.org>, Charlie Wallin <charlie.wallin@watgov.org>, "Billy.Kennedy" <billy.kennedy@watgov.org>

Sounds good to me.
[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Watauga TDA Meeting

1 message

Wright Tilley <wtilley@exploreboone.com>

Mon, May 11, 2020 at 10:55 AM

To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>


Good Morning George,

We received your request for access to the online Watauga County TDA meeting in the morning. I will email the "GoToMeeting" information a little later today.

Did you want to make a "public comment" at the meeting? If so, I will add you to the agenda or are you planning to just attend the meeting?

Have a Great Day,

Wright

 Boone, North
Carolina

L. Wright Tilley
Executive Director
Boone & Watauga County TDAs
(828) 266-1345
ExploreBoone.com

 Facebook  Twitter  Instagram  Pinterest



Wright Tilley <wtilley@exploreboone.com>

HKP

5 messages

HK <howardsknob@gmail.com>
To: Wright Tilley <wtilley@exploreboone.com>

Wed, May 13, 2020 at 1:27 PM

Hi Wright,

Hope you're doing well amidst all this COVID fallout.

Just wondering if there was any discussion that you can share with me relating to HKP security at the Board meeting the other day?

Thanks and have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

Wright Tilley <wtilley@exploreboone.com>
To: HK <howardsknob@gmail.com>
Cc: Matt Vincent <mvincent@vpcbuilders.com>

Wed, May 13, 2020 at 2:23 PM

George,

I did share the content of your email with the TDA board during our meeting and briefed them about the recent vandalism. Maintenance and security issues at the park are Watauga County Administration issues and the TDA has no authority in that regard. I will; however, follow up with the County Manager about your security concerns and recommendations.

Have a great rest of the week and stay safe.

Wright

Boone, North
Carolina

L. Wright Tilley
Executive Director
Boone & Watauga County TDAs
(828) 266-1345
ExploreBoone.com

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[Quoted text hidden]

HK <howardsknob@gmail.com>
To: Wright Tilley <wtilley@exploreboone.com>
Cc: Matt Vincent <mvincent@vpcbuilders.com>

Thu, May 21, 2020 at 8:31 AM

Good Morning Wright,

Hope you're dry and warm this soggy morning. Don't know about you, but I'm ready for some sunshine and warmth!

I'm a little late replying to your email but I would appreciate a clarification if possible.

Is the TDA Board's position that they would not be agreeable to spending allocated TDA funds towards security improvements at Howards Knob Park?

Thank you for looking into this clarification - I appreciate your help.

Have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC
[Quoted text hidden]

Wright Tilley <wtalley@exploreboone.com>
To: HK <howardsknob@gmail.com>
Cc: Matt Vincent <mvincent@vpcbuilders.com>

Thu, May 21, 2020 at 10:09 AM

George,

Security and maintenance are the County's responsibility. The TDA has no authority to step in on either of those unless requested to do so by the County.

The County owns the park and is responsible for the park. It has been the policy of the TDA board to allocate infrastructure funds towards new product development with the County agreeing to take care of maintenance.

If the County is interested in the TDA allocating funds for security cameras or fencing, they would need to ask the TDA board to consider it.

Wright

Sent from my iPhone
[Quoted text hidden]

HK <howardsknob@gmail.com>
To: Wright Tilley <wtalley@exploreboone.com>
Cc: Matt Vincent <mvincent@vpcbuilders.com>

Thu, May 21, 2020 at 10:13 AM

Thanks Wright for the clarification.

Have a great day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC
[Quoted text hidden]

Budget and HKP

3 messages

George L. Bartholomew, Jr. <howardsknob@gmail.com>
To: Wright Tilley <wtilley@exploreboone.com>

Thu, Jul 2, 2020 at 7:33 AM

Good Morning Wright,

I hope this note finds you well.

I read an article this morning in the Watauga Democrat where you discuss both the Boone TDA and Watauga TDA budgets.

I am just wondering, what if any impacts the reductions of the WTDA budget will have on Howards Knob Park? If you have a minute to elaborate, I'd be appreciative.

Of course as you know, we cannot even get the County to open the Park this year and Deron has hinted it may not open at all (due to COVID).

Anyhow, I'll keep this note short and thank you for your insight.

Have an AWESOME day Wright!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

Wright Tilley <wtilley@exploreboone.com>
To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>


Thu, Jul 2, 2020 at 11:11 AM

George,

At this point, I don't anticipate the TDA doing anything at Howard Knob Park this year. That could possibly change if we see things return to pre-covid type tourism revenues, but I doubt we will get to those numbers. We did not budget anything specific to the Howard Knob Park in the new FY 20/21 budget.

Have a good holiday weekend,

Wright

 Boone, North
Carolina

L. Wright Tilley
Executive Director
Boone & Watauga County TDAs
(828) 266-1345
ExploreBoone.com

 Facebook  Twitter  Instagram  Pinterest

[Quoted text hidden]

George L. Bartholomew, Jr. <howardsknob@gmail.com>
To: Wright Tilley <wtilley@exploreboone.com>

Thu, Jul 2, 2020 at 12:31 PM

Thanks so much Wright - I appreciate your time. Please keep me informed if anything changes?

101822 BCC Meeting

Have a GREAT holiday weekend!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Your call about Board on Bridge

2 messages

Wright Tilley <wtilley@exploreboone.com>
To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>

Wed, Mar 23, 2022 at 12:09 PM

George,

Thanks for your call about the bridge at the Hwy 321 Middlefork Greenway access. I just talked to Wendy at Blue Ridge Conservancy and that board has been repaired.

Best Regards,

Wright

L. Wright Tilley
Executive Director
Boone & Watauga County TDAs
(828) 266-1345
ExploreBoone.com



George L. Bartholomew, Jr. <howardsknob@gmail.com>
To: Wright Tilley <wtilley@exploreboone.com>

Wed, Mar 23, 2022 at 1:25 PM

Good to hear from you Wright - hope you're healthy and well.

Thanks for forwarding this concern and following up!

Have an AWESOME day!

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC
[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Howard Knob Park Plans - Update

2 messages

Wright Tilley <wtilley@exploreboone.com>

Wed, Jun 22, 2022 at 1:39 PM

To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>

Cc: Matt Vincent <mvincent@vpbuilders.com>

George,

I wanted to update you on our Howard Knob Park plans. The TDA is interested in moving forward with drawings and planning for cleaning up the park and adding a more formal lower viewing platform and ADA accessible viewing platform where the existing view area is at the back of the park.

Additionally, we want to add a handicap parking spot or two near the existing picnic areas, create new pathways to the viewing area including an ADA accessible pathway, seal and stripe the parking areas, and enhance the entrance sign and entrance gates.

Attached is a preliminary PDF of the concepts from Destination By Design. The images of overlook platforms and stairs in the document are just placeholders from other destinations. Options and designs for us will be researched during the planning process.

The County Commissioners have given us the approval to move forward with drawings and plans for these improvements. The previously proposed viewing tower, fire pit, other observation areas, climbing areas, etc. are not a part of this plan.

I will be out of town next week on vacation, but would be happy to meet with you in July to further discuss this plan and process.

Best Regards,

Wright

L. Wright Tilley

Executive Director

Boone & Watauga County TDAs

(828) 266-1345

ExploreBoone.com



Howard Knob Park - Improvements 2022.pdf

9186K

George Bartholomew <howardsknob@gmail.com>

Wed, Aug 24, 2022 at 1:45 PM

To: Wright Tilley <wtilley@exploreboone.com>

Cc: Matt Vincent <mvincent@vpbuilders.com>

Good Afternoon Wright,

Hope you're doing well this cloudy Wednesday afternoon.

Saw an article recently regarding the Middle Fork Greenway opening and your name prominently displayed and that

reminded me to follow up with this email from June and our subsequent telephone conversation.

101822 BCC Meeting

Would sure like the opportunity to sit down with you and review the Howards Knob Park situation and plans, if your offer still stands? I immediately drafted an outline after our conversation and can finalize that if you still want to meet?

Thank you and I hope you have an AWESOME afternoon!

George

George L. Bartholomew, Jr.
Howard Knob
Boone, NC
[Quoted text hidden]

Howards Knob Park

3 messages

George L. Bartholomew, Jr. <howardsknob@gmail.com>
To: Wright Tilley <wtilley@exploreboone.com>
Cc: Matt Vincent <mvincent@vpcbuilders.com>

Tue, Sep 13, 2022 at 3:16 PM

Good Afternoon Wright,

Hope you were able to get outside and enjoy a little of this gorgeous early autumn afternoon.

Was good to see you and the WTDA Board this morning.

I was hoping to ask two things, as a result of attending today's WTDA meeting, if I may please:

1. Would like to set up a meeting with you to discuss HKP improvements at your earliest convenience, perhaps before the grant application mentioned today is completed and submitted.
2. And speaking of the grant application, may I please peruse it or perhaps get a copy please?

Thanks so much and I look forward to hearing from you.

Hoping you have a great afternoon,

George

George L. Bartholomew, Jr.
Overlook on Howard Knob
Boone, NC

Wright Tilley <wtilley@exploreboone.com>
To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>
Cc: Matt Vincent <mvincent@vpcbuilders.com>

Wed, Sep 14, 2022 at 2:04 PM

George,

Thanks for your email. My schedule this week and next is crazy. I think it's important to have Eric from Destination By Design in the meeting as well. I will get back to you in the next couple of days with some date/time options that work for us.

Best Regards,

Wright

L. Wright Tilley
Executive Director
Boone & Watauga County TDAs
(828) 266-1345
ExploreBoone.com



George L. Bartholomew, Jr. <howardsknob@gmail.com>

Wed, Sep 14, 2022 at 2:05 PM

To: Wright Tilley <wtalley@exploreboone.com>

Cc: Matt Vincent <mvincent@vpcbuilders.com>

Thank you Wright! I'll look forward to your communication.

George

George L. Bartholomew, Jr.
Boone, NC

[Quoted text hidden]

Meeting to Discuss Howard Knob Park Plans

2 messages

Wright Tilley <wtilley@exploreboone.com>

Mon, Sep 19, 2022 at 11:43 AM

To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>, Eric Woolridge <eric@dbdplanning.com>

Cc: Matt Vincent <mvincent@vpbuilders.com>

George,

Sorry for the delay in getting back to you about meeting to discuss the Howard Knob Park plans. Covid finally caught up with me last week and I have been out of the office in quarantine.

Eric Woolridge from Destination By Design and I are available to meet next week on either Monday or Tuesday mornings, the 26th or 27th at 9am. Does either of those days and time work for you? We can meet at the TDA office if either of those dates work for you.

Thanks,

Wright

L. Wright Tilley

Executive Director

Boone & Watauga County TDAs

(828) 266-1345

ExploreBoone.com



George L. Bartholomew, Jr. <howardsknob@gmail.com>

Wed, Sep 21, 2022 at 2:30 PM

To: Eric Woolridge <eric@dbdplanning.com>, Wright Tilley <wtilley@exploreboone.com>

Cc: Matt Vincent <mvincent@vpbuilders.com>

Good Morning Wright,

Thank you for your email and I'm so very sorry to learn you caught COVID. I hope it was a mild case and that you are recovered or well on your way to recovery.

I am tied up both days you proposed. Would there be any room in schedules the following week?

Thank you so much and I hope you have an AWESOME day!

George

George L. Bartholomew, Jr.

Boone, NC

[Quoted text hidden]



Wright Tilley <wtilley@exploreboone.com>

Howards Knob Park Grant Application

3 messages

"George L. Bartholomew, Jr." <howardsknob@gmail.com>

Thu, Sep 29, 2022 at 8:41 AM

To: Wright Tilley <wtilley@exploreboone.com>

Cc: "Deron.Geouque" <deron.geouque@watgov.org>

Mr. Tilley:

Please recognize and acknowledge this email as a **second request** for a copy (PDF is fine) of the grant application for Howard's Knob Park discussed at last nights meeting.

If there is any Freedom of Information Act paperwork required to process my request, kindly advise.

Thank you and I look forward to your timely response.

Sincerely,

George L. Bartholomew, Jr.

George L. Bartholomew, Jr.
Howard Knob
Boone, NC

Wright Tilley <wtilley@exploreboone.com>

Thu, Sep 29, 2022 at 9:27 AM

To: Matt Vincent <mvincent@vpbuilders.com>

Matt,

FYI....

I don't have the grant application to share with George, but will reach out to Destination By Design today and ask them to provide that to him.

Thanks,

Wright

L. Wright Tilley

Executive Director

Boone & Watauga County TDAs

(828) 266-1345

ExploreBoone.com



[Quoted text hidden]

Matt Vincent <mvincent@vpbuilders.com>

Thu, Sep 29, 2022 at 11:00 AM

To: Wright Tilley <wtilley@exploreboone.com>

just give him a blank one for now if we don't have it filled out.



Matt Vincent
MANAGER
O | 828.295.0707 F | 828.832.3882
VPCBuilders.com | [Newsletter](#)



From: Wright Tilley <wtilley@exploreboone.com>
Sent: Thursday, September 29, 2022 9:27 AM
To: Matt Vincent <mvincent@vpbuilders.com>
Subject: Fwd: Howards Knob Park Grant Application

[Quoted text hidden]



Wright Tilley <wtalley@exploreboone.com>

Third Request

1 message

"George L. Bartholomew, Jr." <howardsknob@gmail.com>

Mon, Oct 3, 2022 at 4:44 PM

To: Wright Tilley <wtalley@exploreboone.com>

Cc: "Deron.Geouque" <deron.geouque@watgov.org>

Mr. Tilley:

This will be my third request for a PDF copy of the draft grant application relating to Howards Knob Park.

Again, if there is FOIA paperwork to be filled out, kindly advise.

Sincerely,

George L. Bartholomew, Jr.

George L. Bartholomew, Jr.
Howard Knob
Boone, NC



Wright Tilley <wtilley@exploreboone.com>

Howard Knob Park Grant Application

1 message

Wright Tilley <wtilley@exploreboone.com>

Mon, Oct 3, 2022 at 5:15 PM

To: "George L. Bartholomew, Jr." <howardsknob@gmail.com>

Cc: "Deron.Geouque" <Deron.Geouque@watgov.org>, Matt Vincent <mvincent@vpcbuilders.com>

Mr. Bartholomew;

We acknowledge receipt of your email that was sent 9/29/22 requesting a copy of the grant application for Howard Knob Park that was discussed at the Recreation Commission meeting on September 28th. The law states that we must respond in a reasonable timeframe but gives no mandate as to how quickly that must be! My team and I were out of town from Thursday through Sunday at an event in Raleigh. Today, we have been tied up with other obligations and priorities.

The grant application hasn't been prepared yet. Destination By Design is currently assembling the items necessary for Watauga County to submit the grant.

Attached is the description, cost estimate and map that were presented at the meeting on Sept. 28th, but please keep in mind that these are **drafts** and may not be final documents. Also, please know that Watauga County is applying for the grant, not the TDA. The TDA is providing funding for the grant match and the project.

Sincerely,

L. Wright Tilley


Executive Director

Boone & Watauga County TDAs

(828) 266-1345

ExploreBoone.com



 **HKP Grant Docs - Draft 10-3-22.pdf**
2319K

DRAFT

Description and Justification for Howard Knob Park Local Government: Watauga County

Description:

The Town of Boone and surrounding area, including Appalachian State University have existed beneath the prominence of Howard Knob Mountain since the latter part of the 19th Century. More recently, during the energy crisis of the 1970s, the summit of Howard Knob was used by NASA as a test-site for the "world's largest windmill." The windmill has long-since been removed from service and dismantled, and the land was donated to the County in the 1980s for use as a public park. The latest iteration of the site will become even more inclusive, by providing new facilities designed to be accessed in meaningful and substantive ways by people of all abilities.

Howard Knob Park will become an important regional asset designed to attract visitors with physical and developmental challenges to the major renovations being planned for the existing park structures and additional new recreation facilities featuring amenities that incorporate the concepts of Universal Design. Development will include a compelling new overlook and viewing platform, nature trails with accessible paved paths, signage for the visually impaired, a picnic shelter and pavilion retrofitted with ADA furnishings, a tranquility garden, and expanded vehicle parking, including five new ADA spaces. Howard Knob Park is located 4,420 feet above sea level on approximately 5.7 acres of public land and will serve as a significant recreational and community asset in the heart of the High Country. The park will be an anchor point for recreation in Watauga County as it will provide connectivity and become an important regional node of the Northern Peaks State Trail (NPST), which is planned to stretch 40 miles and connect several dramatic mountain landscapes in the area. The NPST at Howard Knob Park is unique in that it will allow those with physical and developmental disabilities to have better access to this state trail, if only for a short distance, yet still experience its many physical and mental health benefits.

This project will provide users with enriching and edifying experiences in a natural and awe-inspiring environment. It will offer visitors long-range mountain views and a unique perspective of Boone from 1000 feet above downtown. Signs for the visually impaired will help achieve the goal of improved accessibility. The amenities included in this park will provide all users with the restorative effects nature provides by virtue of a unique tranquility garden designed to offer autistic children and their families, or perhaps service members recovering from PTSD, with a calm and quiet space for reflection and healing in an enjoyable and peaceful outdoor setting.

Justification:

The Howard Knob Park project will provide excellent recreation opportunities and fill an important need for parks and open space specifically designed to cater to children and veterans with physical or mental disabilities. According to the Veterans Service Office of Watauga County, in 2021 there were 2,952 veterans residing in the County. It is estimated that 46% of veterans here are between the ages of 18-34, and more than 13% have some type of disability. The Exceptional Children Program for Watauga County Schools indicates that there are 961 students in their system with some type of diagnosed disability, varying from very significantly involved to mild disabilities, with the most common categories being: autism, learning disabled, and speech impaired. There are very limited public facilities designed to serve their specific recreational needs (one area elementary school).

Watauga County is partnering with the Watauga County Tourism Development Authority (WCTDA), to protect the natural environment while providing a unique recreational facility for these vulnerable populations. The WCTDA and Watauga County are leading the efforts to implement the Howard Knob Park Master Plan to create a public space with amenities that will greatly benefit all visitors, especially those with prevalent physical and developmental disabilities. The WCTDA will be investing well over the dollar-for-dollar local funding match requirement (the local match is currently estimated to be \$1,083,000). The Universal Design standards included in the overlook and viewing area of the Howard Knob Park project will be paramount to the spirit of this endeavor.

The renovated Howard Knob Park will help the Town of Boone and Watauga County realize their vision of providing more recreation facilities that are accessible to all people, regardless of physical or developmental abilities. These new improvements will offer a unique experience not available in the typical public park setting. Safe and accessible access to the park and the surrounding natural environment will not only expand recreational opportunities for residents but provide a much-needed asset for the area. This project will contribute to the well-being of both children and veterans with mental and physical challenges and comply with the Americans with Disabilities Act and Accessibility Guidelines (ADAAG).

DRAFT

DRAFT

Project Costs
Howard Knob Park – Watauga County
September 2022

DRAFT

Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.)	Unit	Unit Cost	Total Item Cost
Building Costs			
ADA Overlook/ Viewing Platform	Lump Sum	\$800,000	\$800,000
Renovated Picnic Shelter	Lump Sum	\$50,000	\$50,000
Tranquility Garden	Lump Sum	\$90,000	\$90,000
ADA accessible paths	1300 linear ft.	\$160/linear foot	\$208,000
Signage	Lump Sum	\$30,000	\$30,000
Site furnishings and landscaping	Lump Sum	\$60,000	\$60,000
Expanded Parking (Including ADA)	1000 linear feet	\$80 / linear foot	\$80,000
Site preparation	Lump Sum	\$85,000	\$85,000
Cost to Build or Renovate			\$1,403,000
Contingency for the Cost of Building / Renovating			
Contingency (not to exceed \$30,000)	5%		\$30,000
Planning and Incidental Land Acquisition Costs			
Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project)	N/A		\$0
Total Project Cost			\$1,433,000
Total AFP Grant Request			\$350,000
Total Local Match			\$1,083,000

DRAFT

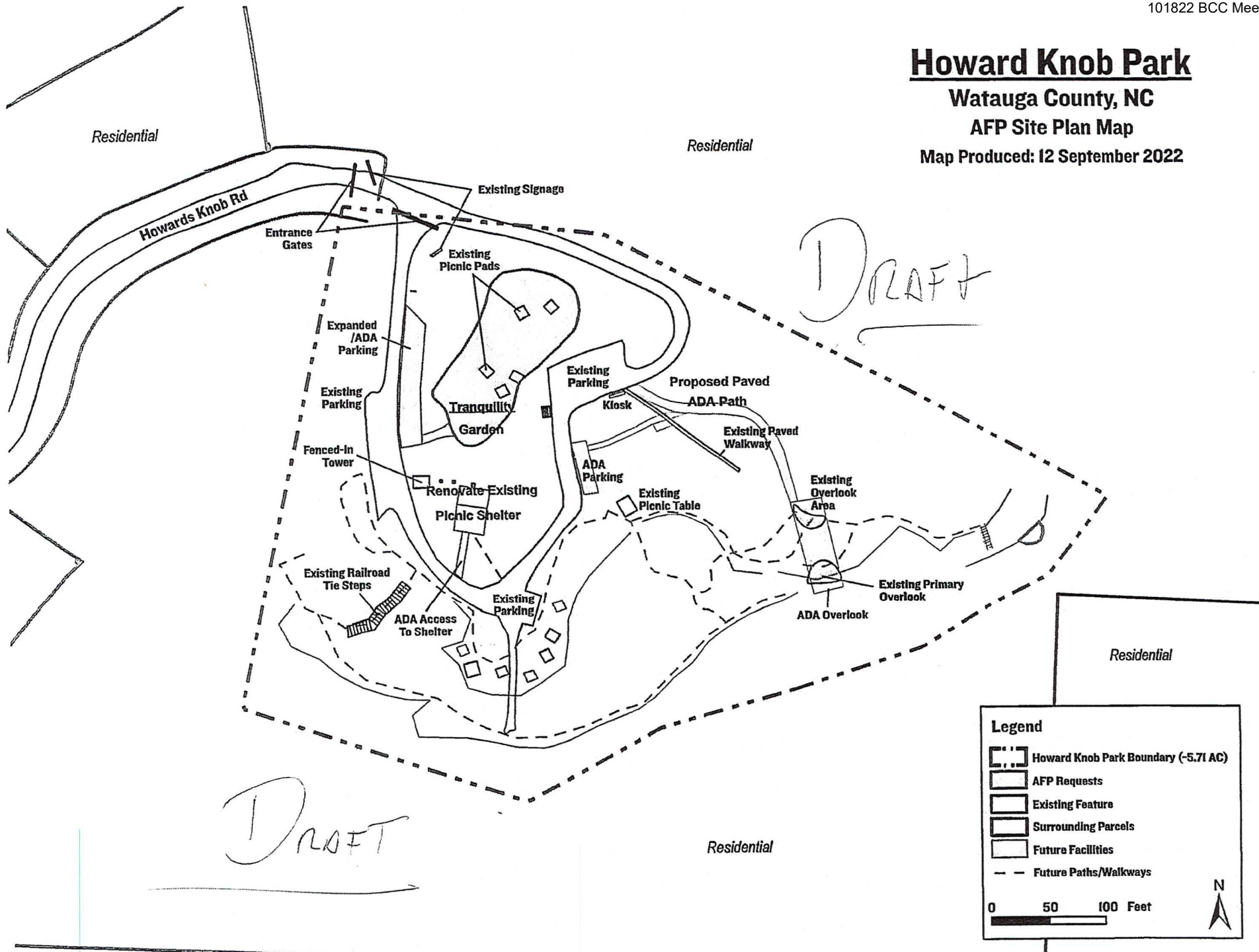
DRAFT

Howard Knob Park

Watauga County, NC

AFP Site Plan Map

Map Produced: 12 September 2022



Howard Knob Park – Timeline with TDA Board Meetings

Oct, 8, 2017 – TDA Board Meeting: Board discussed (2) RFQ's for Howard Knob Project from Destination By Design and David Patrick Moses. Board voted 7/0 in favor of entering into negotiations with Destination By Design.

Nov. 17, 2017 – TDA Board Meeting: Board discussed Howard Knob Park Master Plan Contract and Wayfinding Contract from Destination By Design. Board voted 6/0 in favor of accepting both contracts from Destination By Design

April 10, 2018 – TDA Board Retreat: The board got an update from Eric Woolridge on the Howard Knob Park Master Plan and a Howard Knob Park Clean Up Day planned for June 2nd.

August 21, 2018 – TDA Board Meeting: Eric Woolridge provided update to board on HKP master plan.

Sept. 11, 2018 – TDA Board Meeting: Wright updated the board on developments with the Howard Knob Park project after meeting with local residents.

October 9, 2018 – TDA Board Meeting: Wright reported that Destination By Design was working on a final version of the Howard Knob Park Master Plan to present to the board at the November meeting.

November 13, 2018 – TDA Board Meeting: Eric Woolridge from Destination By Design updated the board on the Howard Knob Park Master Plan. After discussion, a decision was made to have a 60 day public comment period.

April 16, 2019: TDA Board Retreat: The board identified the Middle Fork Greenway, Rocky Knob Park, Howard Knob Park, Wayfinding, and trail extension along the New River as project considerations for the next fiscal year.

February 12, 2019: TDA Board Meeting: Howard Knob Park area resident, George Bartholomew addressed neighborhood concerns regarding the Howard Knob Park Master Plan. His written comments are attached to board minutes from that meeting.

June 11, 2019: TDA Board Meeting: (11) residents made public comment during the TDA's public budget hearing in opposition to the Howard Knob Park project. (G. Bartholomew; T. Waldspurger, R Furr, Jr.; C. Furr; T. Speed; E. Conway; J. Finch, J. Blocker, D. Whisenant, J. Thomas(?); and one illegible name. Letters from Erin Martin and Monty Green were read.

Sept. 13, 2022: George Bartholomew attended the WCTDA Board meeting held at the Fairfield Inn & Suites meeting room.

**WATAUGA COUNTY DISTRICT U
TOURISM DEVELOPMENT AUTHORITY – Board Meeting**

Watauga County Commissioners Conference Room
814 W. King Street

Tuesday, June 11, 2019

PRESENT: Matt Vincent, Chairman
Jim Neustadt
Kim Rogers
Tina Houston
Brad Moretz
Tony Gray
Misty Watson, Watauga County Finance Director
Wright Tilley, TDA Executive Director
Brandon Holder, TDA Administrative Assistant

ABSENT: Lisa Cooper

GUESTS: Thomas Sherrill, Reporter for Watauga Democrat
Janice Carroll, Green Valley Park
Residents interested in Howard Knob Park (see attached list)

Call to order: The meeting was called to order by Tony Gray at 8:31am.

Approval of the June 11, 2019 board meeting Agenda:

Kim Rogers, seconded by Tina Houston, moved to approve the June 11, 2019 agenda.

**VOTE: AYE - 4
NAY- 0**

Approval of Minutes from the May 14, 2019 board meeting:

Kim Rogers, seconded by Jim Neustadt, moved to approve the minutes from the May 14, 2019 board meeting.

**VOTE: AYE - 4
NAY - 0**

Public Hearing – 2019/2020 TDA Budget

Kim Rogers, seconded by Jim Neustadt, moved to open public comment on the 2019/2020 TDA Budget at 8:35am.

VOTE: AYE – 4 / NAY- 0

Matt Vincent and Brad Moretz joined the meeting.

The board heard public comment from a number of community members regarding the Howard Knob Master Plan.

Tina Houston, seconded by Jim Neustadt, moved to close public comment on the 2019/2020 TDA Budget at 9:11am.

VOTE: AYE – 6 / NAY - 0

Monthly Financial Update

Revenue/Expenditure Report

The board reviewed the monthly revenue and expenditure report through June 5, 2019. Wright stated that everything is tracking as it should be at this time.

Occupancy Tax Report

The board reviewed the calendar year occupancy tax collections reports through the April collections. For April, Watauga was up 18.50%, Boone was up 9.50%, and Blowing Rock was up 3.84%. For the calendar YTD, Watauga is up 10.91%, Boone is up 0.94%, and Blowing Rock is up 6.80%

New Business

Grant Funding Request – Green Valley Park

Janice Carroll presented a funding request to the board for the completion of the Eagle Scout Trail and widening of the river access road at Green Valley Park. The funding request is a total of \$21,000.

Tony Gray, seconded by Tina Houston, moved to approve the funding request of \$21,000 for projects at Green Valley Park.

VOTE: AYE – 5 / NAY – 1 (Vincent)

Approval of FY 2019/2020 Budget Ordinance

Tony Gray, seconded by Jim Neustadt, moved to approve the FY 2019/2020 Budget Ordinance.

VOTE: AYE – 6 / NAY - 0

Liability & Property Insurance Renewal

Tony Gray, seconded by Kim Rogers, moved to approve the Liability and Property Insurance renewals.

VOTE: AYE – 6 / NAY – 0

Ad Agency Contract Renewal

Tony Gray, seconded by Brad Moretz, moved to allow Wright, Jim, and Matt to negotiate the advertising agency contract with Clean.

VOTE: AYE – 6 / NAY – 0

Marketing Research

The board discussed a proposed marketing research study for the Fall. It was noted that it had been three years since we did the last research study. Jim Neustadt said he felt it was important to do this study to see how effective our advertising campaign has been in increasing awareness and intent to visit. The consensus of the board was to move forward with the research and have the marketing committee oversee the process.

Executive Director's Report

Marketing & Promotions Update - Wright gave an update on the media plan for 2019/2020 and an update on the Agency Review Process. He referenced the printed Executive Directors Report for details on Google Analytics and media activities since the last meeting.

Infrastructure Update - Wright updated the board about a few minor changes to the Howard Knob Park Master plan based on Destination By Designs meeting with some of the residents near the park. He also updated the board on the Rocky Knob Park Playground and the grant the County received to help with that project.

Closed Session: Land Acquisition – GS: 143-318.11(a)5

Tony Gray, seconded by Jim Neustadt, moved to go into closed session at 10:17am

VOTE: AYE – 6 / NAY – 0

Tony Gray, seconded by Brad Moretz, moved to end the closed session. 10:50am

VOTE: AYE – 6 / NAY – 0

No board action was taken after closed session

Adjournment: The meeting was adjourned at 10:50am

**WATAUGA COUNTY DISTRICT U TOURISM DEVELOPMENT AUTHORITY
PUBLIC COMMENT ON PROPOSED FY 2019/2020 BUDGET**

(July 11, 2019)

Public comment rules:

Each speaker will be limited to 3 minutes.

Comments are to be directed to the board as a whole.

This forum is to provide the board an opportunity to hear from the public, but it is not intended to subject the TDA board to impromptu questions.

Citizens will be expected to be civil in their language and presentation and not engage in slander or name-calling.

Speaker Sign Up

Please neatly print your name

- ✓ 1. GEORGE BARTHOLOMEW
- ✓ 2. THERESA WALDSPURGER
- ✓ 3. Richard Durand
- ✓ 4. CARRIE FURR
- ✓ 5. T Speed
- ✓ 6. Eustace Conway

- 7. John A. Connors
- ✓ 8. JASON FINCH
- ✓ 9. J. Blocker
- ✓ 10. Dale Whisenant
- 11. John Stone
- 12. _____

Letters Now from : Monte Greene
Erin Martin

June 10th, 2019

Dear Members of the Watauga Tourism Development Authority,

As a year-round resident of Howard Knob and someone who helps bring in tourism tax dollars via frequent visits from out of state family and friends I feel slighted at the lack of regard given to us, the immediate stakeholders of the Howard Knob Park Project. My family and fellow neighbors are all tired of dodging drivers speeding up to the park, picking up their trash, and dealing with entitled trespassers.

As an environmental scientist, I am very concerned at the amount of sediment and chemical runoff from asphalt that will no doubt escape any sort of sediment control barriers put in place during construction. It is just a fact of the physical location of the park (the top of a mountain) that it will happen. What you may not realize is that some pollutants 'stick' to sediment and will thus be washed into our local streams and ultimately the South Fork of the New River.

Additionally, botanists from ASU have identified at least one rare plant that occurs within the proposed trail area. When this discovery was pointed out to an employee of Destination by Design, the sentiment was, "oh, we can just dig it up and move it out of the way." That is not responsible conservation.

Perhaps the most concerning aspect of the entire design, to me, is the bouldering area. You may recall the controversy in the 1990s over preservation of the rock outcroppings just to the north of the park boundaries. Though it is obviously marked "Private - Stay Out" climbers regularly frequent these boulders. I don't have a problem with climbing in itself -I have been a climber for years. However, if access to bouldering is given within the new park boundaries, climbers will inevitably seek other boulders in the area, thus trespassing, trampling native vegetation, and destroying native moss, lichen, and ferns that take decades to grow on those boulders. To prevent more damage to the delicate ecosystem bouldering should not be allowed in any capacity.

I realize that if this project is to be implemented that some form of Environmental Assessment/ Environmental Impact Statement will be completed. My concern is that such a report will only be seen as a formality and developers will not heed the findings, as happens all too often.

All we are asking is for you, the tourism board, to take our valid concerns seriously and work with us if it is determined this project will move forward. We are willing to work with you.

Thank you for your time.

Sincerely,
Erin Hutchison Martin

To: Board of Directors, Watauga Tourism Development Authority

FROM: George L. Bartholomew, Jr.

DATE: 11 June 2019

SUBJ: Public Comment - WTDA Budget 2019-2020

Good morning and thank you for allowing me to comment on your proposed budget.

I am frustrated that this Board has chosen to “circle the wagons” instead of genuinely working with concerned citizens who have posed reasonable questions about a project planned for their neighborhood. I am baffled why this Board would not include neighbors in the planning process for the Howard’s Knob Park - we certainly meet the definition of “stakeholder” referenced repeatedly in the Master Plan. And I cannot fathom why the “Boone Area Cyclists” along with TWO representatives from “High Country Pathways” were placed on the Project Steering Committee and yet Monte Green, whose property completely encircles the Park, was not even offered a seat. He wasn’t even contacted about this project by the WTDA!

Conversely I have hope that the Board will do the right thing and pause this project’s progression to consider *and address* the many questions and concerns we have submitted. We offer the Board a wealth of local, factual information and have ideas that will make Howard Knob Park a treasured destination while respecting the natural and infrastructure limitations of this unique location.

In closing, until our questions and concerns are acknowledged *and addressed*, I am opposed to any proposed budget which includes further expenditures for the development of Howard’s Knob Park.

Thank you for your time.

June 11, 2019

To the members of the Watauga Tourism Development Authority,

Good Morning. My name is Theresa Waldspurger, and I am a resident of the Howards Knob community. I also am a professor at App State, where I created and teach a freshman seminar called Animals and Ethics. During this course, I share with my students a quote made by former Supreme Court Justice, Potter Stewart. He said, "ethics is knowing the difference between what you have a right to do and what is right to do." And I am here to ask you to consider this same difference with respect to the development of Howards Knob Park.

While you have the power to spend money to create and approve master plans, are these plans right for the park? While you don't need to include or accept the ideas and concerns of legitimate stakeholders such as the residents surrounding the park, wouldn't it be right to involve them anyway? While it might be profitable to cut down old growth trees and native plants and degrade lichen-covered rocks for the sake of adding parking spaces and man-made overlooks, is this the right thing to do to a sensitive and unique biosphere? And while it might be politics as usual to approve budgets without diligently collecting data on infrastructure issues, safety concerns, or ecosystem sustainability, is this the right thing for a park that is still relatively untainted by human development? Many of us think not, and we would like to be both heard and involved in creating a Howards Knob Park that does right by all, including the flora and fauna that currently thrive there.

Therefore, I urge you to pause and consider the bigger picture for Howards Knob Park and the community – and to have the wisdom to do the right thing with respect to both.

Thank you.

Dr. Theresa A. Waldspurger

15020 S. Saxon Circle
Fort Lauderdale, FL 33331
June 10, 2019

Mr. Matt Vincent, Chairman
Mr. Wright Tilley, Executive Director
Watauga Tourism Development Authority
331 Queen Street, Suite 104
Boone, NC 28607

SUBJ: Public Comment on the 2019-2020 Budget

Dear Messrs. Vincent and Tilley:

I am writing to comment on your proposed 2019-2020 Watauga Tourism Development Authority (WTDA) budget. I understand you have allocated \$167,000 towards Phase One of the Howard Knob Park Master Plan (HKPMP).

As the adjacent and surrounding property owner, I am bewildered that I was not contacted and invited to participate as a "key stakeholder" in the planning and development of the HKPMP. As you are well aware, my property surrounds the Park and any changes to the existing Park use will affect my property and its value.

Furthermore, several neighbors have written and asked many questions related to the development of the Park and to date the WTDA has ignored these issues.

Therefore, I am opposed to any further expenditure of public tax dollars on the HKPMP until all issues and concerns raised by neighboring property owners are addressed prior to initiation of any construction activity.

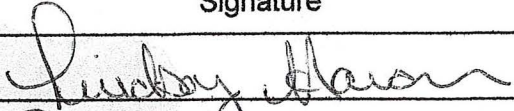


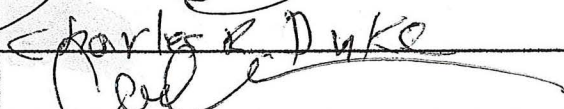
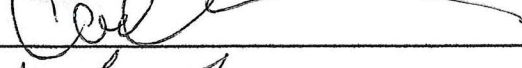
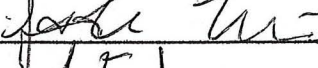
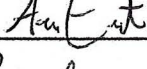
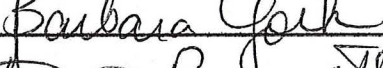
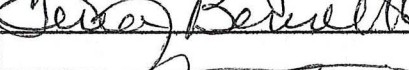
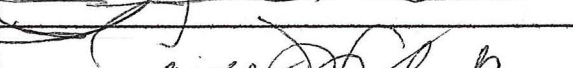
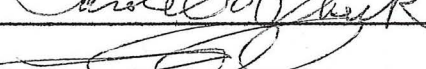

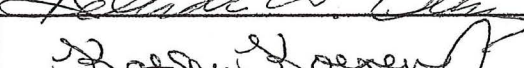
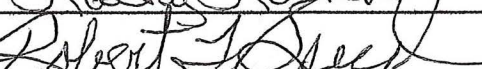

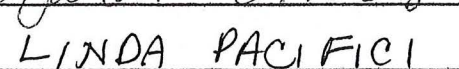
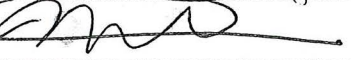

Thank you for your time.



Monte S. Green

Cc: Watauga Board of Commissioners

We the undersigned residents of Watauga County, strongly urge the Watauga County Board of Commissioners and the Watauga Tourism Development Authority to revamp the proposed Howard Knob Park Master Plan to incorporate data driven, responsible development that prioritizes and addresses environmental preservation and sustainability, infrastructure capacity limitations, and safety and security measures so all may enjoy the unique features of what is still pristine and natural parkland.

Name (printed)	Signature
Lindsay Hannon	
Amanda LoPiccolo	
Jonathan Davis	
Charles R Duke	
Cortee Hudson	
Jade Tensa	
Aree Everton	
Barbara York	
Tina Bennett	
Bruce W. Warner	
Carole M. Cheek	
Dana H Cheek	
Belinda Dining	
Kathy Koenen	
Tom Speed	
Sarah Combs	
Linda Pacifici	LINDA PACIFICI
Brandi Haskins	
NICHOLAS HASKINS	

**WATAUGA COUNTY DISTRICT U
TOURISM DEVELOPMENT AUTHORITY – Board Retreat Meeting
Fairfield Inn & Suites – Boone, NC**

Tuesday, April 16, 2019

PRESENT: Matt Vincent, Chairman
Tony Gray- Vice Chair
Jim Neustadt
Kim Rogers
Brad Moretz
Tina Houston
Misty Watson, Watauga County Finance Director
Wright Tilley, TDA Executive Director
Michelle Ligon, TDA Director of P.R. and Social Media
Brandon Holder, TDA Administrative Assistant

ABSENT: Lisa Cooper

GUESTS: Sheri Moretz and Lenny Cottom from the Boone TDA
John Ward, Boone Town Manager
Thomas Sherrill, Reporter for Watauga Democrat
Amanda Marinelli, Mike Manganillo, and Mary Webster, from Clean Inc.

Call to order: *The meeting was called to order by Matt Vincent at 8:35am.*

Quick Review of Occupancy Tax Charts & Financials:

The board reviewed the current financials through the end of March. The board also reviewed the Occupancy Tax numbers through the February collections.

Review of Audit Proposals and Selection of Audit Firm:

Misty Watson presented the audit firm proposals again to the board. The board had previously tabled a decision on this until we had more information on multi-year rates. Misty reported that Gould Killian agreed to hold their \$4,950 rate for three years.

Tony Gray, seconded by Kim Rogers, moved to approve the contract with the Gould Killian Group at the rate of \$4,950. The motion passed unanimously on a 6/0 vote.

Presentation from Clean Design:

Amanda, Mike, and Mary from Clean Design gave the board an overview on the strategy and progress on the new ad campaign titled "It's Better Here Than There." They reviewed the current fiscal media plan highlight and some of the recent digital and website results. Lastly, they presented their recommendations for the FY 19/20 media plan.

Miscellaneous Discussion Topics**Boone Area Sports Commission/Sports Tourism**

Wright introduced Roachel Laney, the new Sports Tourism Director for the Boone Area Sports Commission, to the board. Roachel briefed the board on the recent SoCon Wrestling Championships as well as future event plans.

Sponsorships

Wright briefed the board about the annual event sponsorships with Merlefest in Wilkesboro and Wide Open Bluegrass in Raleigh. He noted that both events have been well attended and successful for the TDA and he recommending including both events in next year's budget

Media /Strategy /Ad Agency

Wright opened the floor for discussion about the media plan, strategy and the ad agency. He shared with the board some recent frustrations with the agency as well as the agency's desire to increase fees next year. Following discussion, the board directed Wright to pursue an Agency Review/RFP proposal from Chris Cavanaugh with the Magellan Agency. We previously worked with Chris on our last RFP agency process.

Research

The board discussed whether or not to pursue a marketing research study in the coming fiscal year. Based on discussion, Wright will direct Clean to reach out to the company that conducted our last two research studies (Paragraph Project) for a proposal.

FY 19-20 Budget Process

Wright reviewed the annual budget process with the board, noting that he would present an initial draft budget at the May TDA board meeting. The TDA would then schedule a public comment period and vote on the FY 19/20 budget ordinance at the June TDA meeting.

Tourism Product Development / Infrastructure:

The board identified the Middle Fork Greenway, Rocky Knob Park, Howard Knob Park, Wayfinding, and trail extension along the New River as project considerations for the next fiscal year.

Adjournment: The meeting was adjourned at 2:00 pm

**WATAUGA COUNTY DISTRICT U
TOURISM DEVELOPMENT AUTHORITY – Board Meeting**
Watauga County Commissioners Conference Room
Tuesday, February 12, 2019

PRESENT: Matt Vincent, Chairman
Jim Neustadt
Brad Moretz
Kim Rogers
Misty Watson, Watauga County Finance Director
Wright Tilley, TDA Executive Director
Brandon Holder, TDA Administrative Assistant
Michelle Ligon, TDA Director of P.R. and Social Media

ABSENT: Tony Gray
Tina Houston
Lisa Cooper

GUESTS: George Bartholomew

Call to order: *The meeting was called to order by Matt Vincent at 8:27am.*

Approval of the February 12, 2019 board meeting Agenda:

Jim Neustadt, seconded by Kim Rogers, moved to approve the February 12, 2019 agenda.

**VOTE: AYE - 4
NAY - 0**

Approval of Minutes from the January 8, 2019 board meeting:

Jim Neustadt, seconded by Kim Rogers, moved to approve the minutes from the January 8, 2019 board meeting.

**VOTE: AYE - 4
NAY - 0**

Public Comment

Howards Knob resident, George Bartholomew, addressed neighborhood concerns regarding the Howards Knob Park master plan.

Monthly Financial Update

Occupancy Tax Reports:

The board reviewed the calendar year occupancy tax collections reports through the December collections. For December, Watauga was up 17.34%, Boone was up 2.74%, and Blowing Rock was up 8.51%. For the calendar YTD, Watauga is up 13.15%, Boone is up 0.98%, and Blowing Rock is up 9.61%

Revenues & Expenditures:

The board reviewed the monthly revenue and expenditure report through February 8, 2019. Wright stated that everything is tracking as it should be at this time.

Review Audit Proposals:

Watauga County Finance Director, Misty Watson, presented the audit proposals from Gould Killian, Combs Tenant Carpenter, and C Randolph CPA. The board expressed interest in choosing Gould Killian if the rate would remain the same over the next 3 years. The board tabled a decision on this.

Executive Directors Report

Marketing Update

Wright briefed the board about a recent meeting with our ad agency Clean. It was noted that we have several questions still remaining about the effectiveness of our media campaign. Clean will attend the annual retreat meeting in April to make a presentation to the full board. Wright also updated the board about the recent Winter FAM Tour, a planned winter photo shoot with photographer Sam Dean, and the website rebuild process. He also noted that we were participating in a co-op program with Visit NC at the Travel & Adventure shows in Washington DC and Philly.

Sports Tourism Update

Wright updated the board about the process of forming the new Boone Area Sports Commission. He noted that we are fortunate to have Roachel Laney as the inaugural Director of Sports Tourism. Roachel plans to attend the March WCTDA meeting.

Infrastructure Update

Destination by Design is finalizing construction documents for the Wayfinding program. Wright and Stephen Poulos (Watauga County Parks & Recreation Director) are seeking a grant to help with the playground at Rocky Knob Park. Wright and Matt Vincent will be attending the County Commissioners retreat on February 18th to update them on WCTDA projects.

Adjournment: The meeting was adjourned at 10:22 a.m.

Good Morning and thank you for the opportunity to speak with you this morning. I would like to begin by publicly thank Wright Tilley for his willingness to meet and discuss this project and also for affording me the opportunity to be here this morning. And I would be remiss if I also didn't thank Chairman Matt Vincent for our email and telephone conversations.

My name is George Bartholomew and I, along with my wife Terry, live just below Howards Knob Park at 448 Howards Knob Road. I represent some folks on Howard Knob and we have some grave concerns regarding the design, implementation and management of the proposed Howards Knob Park improvement project.

Wright, how much money has been spent to date on this project? \$ _____

Some of the following questions are aimed at Destination by Design and some are directed at this Board. These questions, while serious, are rhetorical and I neither expect, nor want, answers this morning.

How many of you have read the previously submitted comments? Will we receive answers to those comments and if not, why not? Shouldn't any decisions regarding Howards Knob Park be a collaborative effort? Why does this Board and Destination by Design presume to know what is best for the Park and surrounding neighborhood?

How many of you have been to Howards Knob Park and actually spent any amount of time in the Park in the past six months? In the past year? How many of you have noticed the avalanche of litter, condoms, beer cans/bottles and animal carcuses strewn inside and outside Howards Knob Park and along Howards Knob Road? (That litter does NOT come from the neighbors living near the Park but we do pick it up).

How many people use Howards Knob Park in a day? In a week? In a month or in a season? What is the attendance goal for the revamped Park? What happens if the attendance goal is not met? What if the attendance goal is exceeded? Where will overflow parking be accomodated? How do you justify a project of this scope without this basic seminal data?

Is Howard Knob a unique biosphere similar to Tater Hill or the biosphere adjacent to the App State wind turbine? How could you know? No money is budgeted for any kind of quality quantitative environmental impact study. And along those lines, why would you have volunteers, orchestrated by Destination by Design, clear cut and remove vegetation in the Park and THEN invite botanists from App State to inventory flora and fauna? How do you plan to identify and address stormwater mitigation and abatement? Are any of you aware of the significant damage done to Howards Knob Road last May due to stormwater erosion and washout? What happens when you change the character and flow of stormwater after making your improvements?

What is the Average Daily Traffic count for Howards Knob Road? What is design capacity for Howards Knob Road? Have you approached NCDOT regarding the increased costs associated with the degradation of Howards Knob Road due to the increased traffic usage linked to an improved (and more popular) Park? How many of you have any idea what the volume of traffic is on Howards Knob Road? How many of you are aware of the number of accidents at or near the Park entrance (when it's CLOSED!) requiring a flatbed or tow truck to resolve? (The answer would be at least five since Thanksgiving with one car totaled.)

Have **you** sought out adjoining property owner input? Have **you** approached Monte Green, arguably the most affected by these plans, about the potential impact on his property? Is he willing to sell any land? Wouldn't the answer to these questions affect the design? Why would you float plans, that require acquisition of property, without knowing if that is feasible?

What will be the recurring management and maintenance costs be to Watauga County after you have glamorized this Park?

How can you possibly plan and promote a project of this scope and expense without answers to each and every one of the questions I have posed today as well as the many, many more outlined in our previously submitted written comments?

This project has been grossly mismanaged from the beginning. Critical components, data, steps and stakeholders have *deliberately* been left out of the process. **We** had to reach out to this body to inquire about a project that likely could impact our daily lives and quality of life. We are beyond discouraged that none of the basic development issues were explored, researched and documented.

In closing, you have wasted \$ _____ on a project that is poorly conceived, irresponsibly designed and dishonestly promoted and in the process you have have destroyed habitat and cleared a process for more of the same. And finally, you have managed to alienate the neighbors who live near the Park.

Thank you for your time.

**WATAUGA COUNTY DISTRICT U
TOURISM DEVELOPMENT AUTHORITY – Board Meeting
TDA Office Board Room
Tuesday, November 13, 2018**

PRESENT: Matt Vincent, Chairman
Tony Gray
Jim Neustadt
Tina Houston
Brad Moretz
Wright Tilley, TDA Executive Director
Brandon Holder, TDA Administrative Assistant

ABSENT: Kim Rogers
Lisa Cooper

GUESTS: Eric Woolridge, Destination by Design
Alex Gotherman, Destination by Design
Stephen Poulos, Watauga County Parks and Recreation
Thomas Sherrill, Watauga Democrat/Mountain Times Newspapers

Call to order: The meeting was called to order by Matt Vincent at 8:31am.

Approval of the November 13, 2018 board meeting Agenda:

Tony Gray, seconded by Jim Neustadt, moved to approve the November 13, 2018 agenda.

VOTE: AYE - 5
NAY - 0

Approval of Minutes from the October 9, 2018 board meeting:

Tony Gray, seconded by Jim Neustadt, moved to approve the minutes from the October 9, 2018 board meeting.

VOTE: AYE - 5
NAY - 0

Presentation – Howard Knob Project & Wayfinding Update

Eric Woolridge from Destination by Design updated the board on the Howard Knob project master plan. After discussion, a decision was made to have a 60 days public comment period.

Alex Gotherman from Destination by Design updated the board on developments to the Wayfinding project. A decision was made to have a Wayfinding subcommittee meeting prior to finalizing the design specs and locations.

Financial Update

Occupancy Tax Reports:

The board reviewed the occupancy tax collection reports through the September collections. For September, Watauga was down 7.50%, Boone was down 23.10%, and Blowing Rock was down 5.79%. For the calendar YTD, Watauga is up 13.32%, Boone is up 1.31%, and Blowing Rock is up 10.69%. For the first quarter of the 18/19 fiscal year, Watauga is up 10.56%, Boone is down 3.39%, and Blowing Rock is up 4.52%.

Wright noted that the hotels were hit hard with cancellations due to the hurricane that hit coastal NC and the cancelled home football game as a result of the hurricane.

Wright also shared with the board the most recent Smith Travel report with data on the Boone chain hotel properties.

Revenues & Expenditures:

The board reviewed the monthly revenue and expenditure report through the end of October. Wright stated that everything is tracking as it should be at this time.

New Business

Funding for Sports Tourism/Event Position

Wright updated the board on developments regarding a part time Sports Tourism/Event Position.

TDA 2019 Meeting Schedule

The board reviewed the proposed 2019 meeting schedule. After discussion, the board decided to change the April board meeting date to April 16th.

Tony Gray, seconded by Jim Neustadt, moved to approve the 2019 board meeting dates with the amended April date.

**VOTE: AYE - 5
NAY - 0**

Executive Directors Report*Marketing & Promotion Update*

Wright briefed the board the filming of the Boone episode for the PBS show “Beyond Your Backyard with Erik the Travel Guy.” He also updated the board regarding the fall photo shoot with Sam Dean Photography. Wright told the board about the successful social media contest that took place in October, and he mentioned that new radio spots had been recorded for Pandora and IHeart radio this winter.

Wright and Jim discussed some ratios that they were looking at related to increases in the annual media budget versus increases in occupancy tax revenue over the past few years. They were also comparing how the media spend had been allocated over the past few years. There is some concern about whether or not we are achieving the optimal balance of traditional media with new media and experiential marketing. Wright will share this information with the ad agency team in December.

Adjournment: The meeting was adjourned at 10:30 a.m.

**WATAUGA COUNTY DISTRICT U
TOURISM DEVELOPMENT AUTHORITY – Board Meeting**
Watauga County Commissioners Board Room
Tuesday, October 9, 2018

PRESENT: Matt Vincent, Chairman
Tony Gray
Kim Rogers
Jim Neustadt
Tina Houston
Brad Moretz
Lisa Cooper
Wright Tilley, TDA Executive Director

GUESTS: Amanda Marinelli, Clean Inc.
Jeremy Holden, Clean Inc.
Tom Hickey, Clean Inc.
Thomas Sherril, Watauga Democrat

Call to order: *The meeting was called to order by Matt Vincent at 8:34am.*

Approval of the October 9, 2018 board meeting Agenda:

Lisa Cooper, seconded by Brad Moretz, moved to approve the October 9, 2018 agenda.

**VOTE: AYE - 6
NAY - 0**

Approval of Minutes from the September 11, 2018 board meeting:

Lisa Cooper, seconded by Kim Rogers, moved to approve the minutes from the September 11, 2018 board meeting.

**VOTE: AYE - 6
NAY - 0**

Approval of Minutes from the September 11, 2018 closed session:

Brad Moretz, seconded by Lisa Cooper, moved to approve the minutes from the September 11, 2018 closed session.

**VOTE: AYE - 6
NAY - 0**

Tony Gray joined the meeting.

Financial Update

Occupancy Tax Reports:

The board reviewed the calendar year occupancy tax collections reports through the August collections. For August, Watauga was up 22.40%, Boone was up 10.68%, and Blowing Rock was up 14.75%. For the calendar YTD, Watauga is up 16.58%, Boone is up 3.61%, and Blowing Rock is up 13.59%

Revenues & Expenditures:

The board reviewed the monthly revenue and expenditure report through June 30, 2018. Wright stated that everything is tracking as it should be at this time. He noted that the miscellaneous expense line would be adjusted to reflect the increase from the budget amendment approved at the September meeting.

Ad Campaign Update from Clean Inc.

Part of the leadership team from our ad agency, Clean Inc., joined us for the meeting to present an update on the new campaign and the media plan for FY 2018-19 that runs through June 30, 2019. President & Chief Strategy Officer, Jeremy Holden along with Account Manager, Amanda Marinelli, reviewed the overall campaign images and creative pieces with the board. Vice President & Director of Media Strategy, Tom Hickey, gave the board an update on the current media plan including what media has been placed and what will come in the winter, spring and early summer seasons. Lastly, they shared with the board the concept of integrating virtual reality (VR) video into the creative mix for next year. Several board members tried on the VR goggles to experience the fell of VR.

Executive Directors Report

Marketing Update

Wright gave the board an update on the film crew from the PBS show "Beyond Your Backyard with Erik the Travel Guy" that is town this week to film a Boone episode for next season. The Boone episode will likely air in May or June of 2019. Wright also gave an update on another successful promotion with the Wide Open Bluegrass festival in Raleigh. Boone had a large presence at the festival and gave away a lot of Boone branded items. Wright also did a TV interview which aired on Spectrum News. Lastly, Wright told the board about an upcoming winter promotion with the Charlotte Hornets that includes Boone advertising and promotions at home games from December through March.

Infrastructure Update

Wright reported that Destination By Design (DBD) was working on the final version of the Howard Knob Park Master Plan and would present that to the board at the November meeting. He also informed the board that DBD was also working on the design and construction specs for the Wayfinding Signage.

Adjournment: The meeting was adjourned at 10:20am.

**WATAUGA COUNTY DISTRICT U
TOURISM DEVELOPMENT AUTHORITY – Board Meeting**
Watauga County Commissioners Board Room
Tuesday, September 11, 2018

PRESENT: Matt Vincent, Chairman
Tony Gray
Kim Rogers
Tina Houston
Brad Moretz
Lisa Cooper
Wright Tilley, TDA Executive Director
Brandon Holder, TDA Administrative Assistant

ABSENT: Jim Neustadt

Call to order: The meeting was called to order by Matt Vincent at 8:32am.

Approval of the September 11, 2018 board meeting Agenda:

Kim Rogers, seconded by Tony Gray, moved to approve the September 11, 2018 agenda.

**VOTE: AYE - 6
NAY - 0**

Approval of Minutes from the August 21, 2018 board meeting:

Tony Gray, seconded by Brad Moretz, moved to approve the minutes from the August 21, 2018 board meeting.

**VOTE: AYE - 6
NAY - 0**

Financial Update

Occupancy Tax Reports:

The board reviewed the calendar year occupancy tax collections reports through the July collections. For July, Watauga was up 15.02%, Boone was down 6.85%, and Blowing Rock was up 3.78%. For the calendar YTD, Watauga is up 15.49%, Boone is up 2.29%, and Blowing Rock is up 13.31%

Revenues & Expenditures:

The board reviewed the monthly revenue and expenditure report through June 30, 2018. Wright stated that everything is tracking as it should be at this time.

Budget Amendment – moving expenses:

Tony Gray, seconded by Kim Rogers moved to approve a budget amendment to move \$1,090 from Fund Balance to Miscellaneous Expense to cover TDA office moving expenses.

VOTE: AYE – 6 / NAY – 0

Executive Directors ReportMarketing & Promotion Update

Wright updated the board about ongoing marketing and advertising. He told the board about a PBS show called “Beyond Your Backyard” that will film a 30 minute episode in Boone. Wright also shared with the board some of the earned media articles generated by our P.R. efforts. Lastly, he shared some of the Google analytics information for ExploreBoone.com

Infrastructure Update

Wright updated the board on developments with the Howard Knob project after a meeting with local residents as well as an update on the playground equipment at Rocky Knob.

Closed Session – Personnel: G.S. 143-318.11 (A)(6)

Lisa Cooper, seconded by Tony Gray, moved to go into closed session for personnel discussion at 9:03am.

VOTE: AYE – 6 / NAY – 0

Tony Gray, seconded by Lisa Cooper, moved to come out of closed session at 9:20am.

Adjournment: The meeting was adjourned at 9:24am

**WATAUGA COUNTY DISTRICT U
TOURISM DEVELOPMENT AUTHORITY – Board Meeting**
Fairfield Inn & Suites Meeting Room
Tuesday, August 21, 2018

PRESENT: Matt Vincent, Chairman
Jim Neustadt
Tony Gray
Kim Rogers
Tina Houston
Brad Moretz
Misty Watson, Watauga County Finance Director
Wright Tilley, TDA Executive Director
Michelle Ligon, TDA Director of P.R. and Social Media
Brandon Holder, TDA Administrative Assistant

ABSENT: Lisa Cooper

GUESTS: Thomas Sherrill, Reporter for Watauga Democrat
Selena Lauterer, “Boonies” Video Project
Jim Hamilton, County Extension Director

Call to order: *The meeting was called to order by Matt Vincent at 8:33am.*

Approval of the August 21, 2018 board meeting Agenda:

Kim Rogers, seconded by Tony Gray, moved to approve the August 21, 2018 agenda.

**VOTE: AYE - 5
NAY- 0**

Approval of Minutes from the June 12, 2018 board meeting:

Tony Gray, seconded by Kim Rogers, moved to approve the minutes from the June 12, 2018 board meeting.

**VOTE: AYE - 5
NAY - 0**

Approval of Minutes from the June 26, 2018 retreat board meeting:

Tony Gray, seconded by Jim Neustadt, moved to approve the minutes from the June 26, 2018 called board meeting.

VOTE: AYE – 5 / NAY – 0

Brad Moretz entered the meeting

Financial Update*Occupancy Tax Reports:*

The board reviewed the fiscal year-to-date and calendar year occupancy tax collections reports through the June collections. For June, Watauga was up 9.72%, Boone was up 5.61%, and Blowing Rock was up 19.94%. For fiscal YTD, Watauga is up 9.02%, Boone is up 9.79%, and Blowing Rock is up 1.69%

Revenues & Expenditures:

The board reviewed the monthly revenue and expenditure report through July 31, 2018. Wright stated that everything is tracking as it should be at this time. He noted that we would incur some moving expenses that were not originally budgeted for.

Infrastructure Update

Wright presented the proposed new playground equipment for Rocky Knob Park.

Tony Gray, seconded by Kim Rogers voted to approve the recommended new equipment for the Rocky Knob Playground with the condition that the equipment is deemed age appropriate.

VOTE: AYE – 6 / NAY – 0

Presentations*“Boonies” Video Project funding request*

Selena Lauterer presented an updated funding request of \$25,000 for the “Boonies” video & TV project.

Choose & Cut Grant Request

Jim Hamilton presented a funding request of \$7,600 for Choose and Cut marketing and a new farm App.

Howards Knob & Wayfinding Update

Eric Woolridge presented updates to the board on both the Howards Knob master plan and the current progress on the Wayfinding project.

Old Business

Matt Vincent had to leave the meeting early

Choose and Cut Grant

Kim Rogers, seconded by Brad Moretz, moved to approve a grant request of \$7,600 for Choose & Cut advertising.

VOTE: AYE – 4 (Moretz, Rogers, Gray, Houston)

NAY – 1 (Neustadt)

Boonies Funding Request

The board unanimously agreed to not approve the Boonies funding request. No motion was brought forward by any board member.

Merlefest 2019 Sponsorship

Tina Houston, seconded by Kim Rogers, moved to approve a 2019 Merlefest Sponsorship for \$5,000.

VOTE: AYE – 4 / NAY – 0

Executive Directors Report

Wright briefed the board about some collaboration between the area TDAs, Watauga County, and the Watauga County Arts Council to submit an application for an “Our Town” National Endowment for the Arts Grant to market and promote Watauga County as an arts destination. He also told the board about a few tweaks to the FY 2018/19 media plan. Wright noted that our ad agency reps from Clean are planning to attend the October meeting to give an update on the new campaign and the ongoing media plan. The board was reminded that the TDA will again have a sponsorship and large presence at the IBMA World of Bluegrass Festival in Raleigh in late September. Lastly, Wright reminded the board about the public meeting on the new Rec Center project that is tonight at 5:30 at the Watauga County Commissioners meeting. He told the board that he would be making remarks in favor of the project.

Adjournment: The meeting was adjourned at 11:30am

**WATAUGA COUNTY DISTRICT U
TOURISM DEVELOPMENT AUTHORITY – Board Retreat Meeting
Hampton Inn & Suites – Boone, NC**

Tuesday, April 10, 2018

PRESENT: Matt Vincent, Chairman
Tony Gray- Vice Chair
Jim Neustadt
Kim Rogers
Lisa Cooper
Margaret Pierce, Watauga County Finance Director
Wright Tilley, TDA Executive Director
Michelle Ligon, TDA Director of P.R. and Social Media
Brandon Holder, TDA Administrative Assistant

ABSENT: Tina Houston; Brad Moretz

GUESTS: Sheri Moretz, Lenny Cottom, and Jessica Smith from the Boone TDA
Anthony Brumfield, from Hampton Inn and Suites,
Thomas Sherrill, Reporter for Watauga Democrat
Selena Lauterer, from Hogwild Films
Amanda Marinelli, Mike Manganillo, and Mary Webster, from Clean Design

Call to order: *The meeting was called to order by Matt Vincent at 8:33am.*

Quick Review of Occupancy Tax Charts & Financials:

The board reviewed the current financials through the end of March. The board also reviewed the Occupancy Tax numbers through the February collections.

Presentation from Clean Design:

Amanda, Mike, and Mary from Clean Design gave the board an overview on the strategy and progress on the new ad campaign titled “It’s Better Here Than There.” They also reviewed the current fiscal YTD media plan and some of the recent digital and website results.

“Boonies” Video Project

Selena Lauterer presented her video project “Boonies” to the board. She told the board that she has received a funding commitment for \$20,000 from the Watauga County Economic Development Commission. She noted that they still need another \$50,000 in funding to be able

to shoot and edit the 6 episode video series. The board expressed some interest in the project but also had some reservations about how it will be marketed/promoted. The board also mentioned that it would be important to have some of the episodes feature someone in the tourism sector.

Miscellaneous Discussion Topics

Website Upgrade for FY 2018/19

Wright explained to the board about a website update that is available. The new platform would put our site on a Mobile First Platform that is now the most favorable for Google results.

Rocky Knob Park Playground

The board discussed replacing playground equipment at Rocky Knob Park

Boone Area Sports Commission/Sports Tourism

The board discussed the recent Sports Tourism study and possibly funding a Sports Tourism position that would either be housed at the TDA or at the Boone Area Chamber.

New Map Series Printing

The board discussed the new recreation map series and how they plan to print and distribute it.

Middle Fork Greenway Presentation

Wendy Patoprsty updated the board on the progress of the Middle Fork Greenway project and grants that they are seeking. She thanked the TDA for its funding of the project and asked that if there was any extra funding available for next year that we keep them in mind.

Howard Knob Park & Wayfinding Updates

Eric Woolridge and Matt Powell presented the board with various options for the Wayfinding signs that are being developed. The board reviewed several designs and received feedback. Eric also updated the group on the Howard Knob Master Plan and informed them that a Howard Knob Cleanup Day is being planned for June 2nd.

Adjournment: The meeting was adjourned at 2:00 pm

**WATAUGA COUNTY DISTRICT U
TOURISM DEVELOPMENT AUTHORITY – Board Meeting**
Fairfield Inn & Suites – 3rd Floor Meeting Room
2060 Blowing Rock Rd.

Tuesday, November 14, 2017

PRESENT: Matt Vincent, Chairman
Tony Gray- Vice Chair
Jim Neustadt
Kim Rogers
Tina Houston
Brad Moretz
Margaret Pierce, Watauga County Finance Director
Wright Tilley, TDA Executive Director
Michelle Ligon, TDA PR & Social Media Director
Brandon Holder, TDA Administrative Assistant

ABSENT: Lisa Martin

GUESTS: Thomas Sherrill, Reporter for Watauga Democrat
Joe Furman, Edgar Peck, Eric Hiegl, representing the Guy Ford Project

Call to order: *The meeting was called to order by Vice Chairman Tony Gray at 8:32am.*

Approval of the November 14, 2017 board meeting Agenda:

Kim Rogers, seconded by Jim Neustadt, moved to approve the November 14, 2017 agenda.

**VOTE: AYE - 4
NAY- 0**

Approval of Minutes from the October 5, 2017 board meeting:

Kim Rogers, seconded by Jim Neustadt, moved to approve the minutes from the October 5, 2017 board meeting.

**VOTE: AYE - 4
NAY - 0**

Brad Moretz and Matt Vincent joined the meeting.

Presentation/ Update – Guy Ford Road Project

The board received an update on the progress of the Guy Ford Road Project from Joe Furman, Eric Hiegl and Edgar Peck. They did not receive a state grant that they were pursuing, but told the board that with other commitments they have enough to proceed with Phase 1 of the project. It was also noted that Watauga County is providing some assistance with equipment and staff labor.

Tony Gray, seconded by Brad Moretz, moved to release the previously approved funds for the Guy Ford Road project.

**VOTE: AYE - 6
NAY - 0**

Monthly Financial Update

Wright reviewed the occupancy tax report and revenue & expenditure report with the board. For September, Watauga County occupancy tax collections were up 12.4% over last year, Boone was up 21.59% and Blowing Rock was down 3.06%.

New Business

Howards Knob & Wayfinding Contract with DBD:

The board discussed the proposed contract with Destination By Design for the Howards Knob Master Plan and for a Wayfinding Plan.

Tony Gray, seconded by Brad Moretz moved to accept the Howards Knob and Wayfinding Contract presented by Destination by Design

**VOTE: AYE - 6
NAY - 0**

Adopt Northern Peaks Trail Master Plan:

The TDA board decided to formally adopt the Northern Peaks Master Plan that was developed by Destination By Design.

Brad Moretz, seconded by Tina Houston moved to adopt the Northern Peaks Trail Master Plan.

**VOTE: AYE - 6
NAY - 0**

Office Lease:

Wright briefed the board about the search for new office space. He reported that he was unable to find a suitable location with adequate parking and visibility at this time. The current office lease expired on October 31 and Wright was able to negotiate an eight month extension through June 30, 2018. The monthly lease will increase by \$45 per month for a total of \$1545 per month.

Tony Gray, seconded by Jim Neustadt, moved to approve the eight-month extension on the TDA office lease.

**VOTE: AYE - 6
NAY - 0**

TDA 2018 Meeting Schedule:

Kim Rogers, seconded by Tony Gray moved to accept the proposed 2018 TDA meeting schedule.

**VOTE: AYE - 6
NAY - 0**

Video/TV Video Shoot:

Wright discussed the recommendations from Clean Design regarding the production of new TV and video spots. Clean is recommending that we use Myriad Media to shoot, edit and produce the new spots.

Kim Rogers, seconded by Tony Gray moved to approve funding for the Video Shoot and New Commercials.

**VOTE: AYE - 6
NAY - 0**

Executive Directors Report

Marketing Update: Wright shared with the board some of the new print and digital campaign images from the photo shoot in October. He also reviewed some of the marketing and promotional activities included in the Executive Directors Report and asked if anyone had questions.

Infrastructure Update: Wright informed the board that a team with the Blue Ridge Parkway will be in Watauga County Dec. 1-10 to do some vista clearing work along the Parkway. They have reviewed the board's recommendations and will try to incorporate some of that into their work plan.

Adjournment: The meeting was adjourned at 10:07am

**WATAUGA COUNTY DISTRICT U
TOURISM DEVELOPMENT AUTHORITY – Board Meeting**
Watauga County Commissioners Conference Room
814 W King St

Thursday, October 8, 2017

PRESENT: Matt Vincent, Chairman
Tony Gray- Vice Chair
Jim Neustadt
Kim Rogers
Tina Houston
Lisa Martin
Brad Moretz
Margaret Pierce, Watauga County Finance Director
Wright Tilley, TDA Executive Director
Brandon Holder, TDA Administrative Assistant

Call to order: The meeting was called to order by Matt Vincent at 8:30am.

Approval of the October 5, 2017 board meeting Agenda:

Tony Gray, seconded by Brad Moretz, moved to approve the October 5, 2017 agenda.

VOTE: AYE - 7
NAY- 0

Approval of Minutes from the September 12, 2017 board meeting:

Tony Gray, seconded by Brad Moretz, moved to approve the minutes from the September 12, 2017 board meeting.

VOTE: AYE - 7
NAY - 0

New Business

RFQs Howard Knob Park:

The board discussed the various RFQs received for the Howard Knob Park project. RFQs were received from Destination by Design and from David Patrick Moses.

RFQs Wayfinding Programs:

The board discussed the various RFQs received for the Wayfinding project. RFQs were received from Destination By Design, Merje, and Frazier Associates.

Brad Moretz, seconded by Tina Houston moved to allow Wright Tilley and Matt Vincent to enter into negotiations with Destination by Design regarding both the Howard Knob Park and Wayfinding projects.

VOTE: AYE-7

NAY-0

The board did not discuss the Brookshire-Todd Master Plan topic that was originally on the agenda. The board tabled the Northern Peaks Master Plan until board members could review it again.

Adjournment: The meeting was adjourned at 9:45am

Watauga County Board of Commissioners

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS

TUESDAY, JUNE 4, 2019

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 4, 2019, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

Chairman Welch called the meeting to order at 8:35 A.M.

Commissioner Yates opened with a prayer and Vice-Chairman Kennedy led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the May 21, 2019, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the May 21, 2019, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

After further review of the minutes, Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved that the following motion under Boards and Commissions from the May 21, 2019, regular meeting minutes be amended as follows (with deletions in strikethrough print and additions in italic bold print):

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second reading and appoint Commissioner Charlie Wallin as a public representative to the ~~Economic Development Commission~~ ***W.A.M.Y. Community Action, Inc., Board of Directors.***

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the May 21, 2019, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the June 4, 2019, agenda.

County Manager Geouque requested an out-of-state travel request for Planning and Inspections, an Economic Development funding request, and Possible Action After Closed Session. Commissioner Yates requested to add Personnel Matters, per G. S. 143-318.11(a)(6) to the scheduled closed session.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the June 4, 2019, agenda as amended.

VOTE: Aye-5
Nay-0

JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2020 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN

Dr. Paul Holden, Chairman of Juvenile Crime Prevention Council (JCPC), presented the JCPC's FY 2020 Certification, County Plan, and membership roster for consideration of approval.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the Juvenile Crime Prevention Council FY 2020 Certification, County Plan, and Membership as presented.

VOTE: Aye-5
Nay-0

PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY

Ms. Stevie John, High Country Council of Governments Ombudsman, Ms. Angie Boitnotte, Project on Aging Director, and Ms. Betsy Richards, Social Worker Supervisor III, presented a proposed proclamation declaring June 15, 2019, as "World Elder Abuse Awareness Day" in Watauga County. Ms. Richards shared information on the elder abuse issue and Ms. Boitnotte read the proclamation.

Commissioner Yates, seconded by Commissioner Wallin, moved to adopt the proclamation as presented.

VOTE: Aye-5
Nay-0

PROPOSED ALLOCATION OF PROJECTED FY 2020 HOME AND COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS

Ms. Angie Boitnotte, Project on Aging Director, requested the acceptance of the projected allocation of \$300,702 in Home and Community Care Block Grant (H&CCBG) funds for FY 2020. The required local match is \$33,411 and is present in the Project on Aging's FY 2020 requested budget. Ms. Boitnotte stated that the H&CCBG Committee recommended the funds be allocated as follows:

H&CCBG Service	H&CCBG Allocation	Local Match
In-Home Aide Level I	\$102,213	\$11,357
In-Home Aide Level II	\$40,316	\$4,480
Congregate Meals	\$53,194	\$5,910
Home Delivered Meals	\$89,181	\$9,909
Transportation	\$15,798	\$1,755
Totals	\$300,702	\$33,411

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to accept the projected allocation in the amount of \$300,702 in Home and Community Care Block Grant funds for FY 2020 and to approve the local match in the amount of \$33,411.

VOTE: Aye-5
Nay-0

FINANCE MATTERS

A. Juvenile Crime Prevention Council (JCPC) Budget Amendment

Ms. Misty Watson, Finance Director, presented a revised Juvenile Crime Prevention Council (JCPC) FY 2018-19 Funding Allocation form. Crossnore was unable to fully expend funds so the Council requested to transfer \$15,300 to the other programs as detailed below:

WYN Youth Resource Center	\$14,000
Mountain Alliance	\$1,300

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the revised funding allocation for the Juvenile Crime Prevention Council as requested.

VOTE: Aye-5
Nay-0

B. Budget Amendments

Ms. Misty Watson, Finance Director, reviewed the following budget amendments:

Account #	Description	Debit	Credit
293270-312009	Occupancy Tax Revenues		\$390,000
294140-469900	Watauga County District U TDA	\$386,100	
294140-449900	Administrative Collection Fee	\$3,900	

The amendment recognized additional projected occupancy tax revenues above the original budgeted amount.

103980-398121	Transfer from Capital Projects Fund		101822 BCC Meeting \$328,210
105911-470047	Phase I Design	\$328,210	
213991-399101	Fund Balance Appropriation		\$328,210
219800-498010	Transfer to General Fund	\$328,210	

The amendment allocated funds from Capital Improvement Plan (CIP) set aside funds for projects as requested by the Watauga County School System and approved by the Board of Commissioners on May 21, 2019.

103200-326600	ABC Bottle Tax		\$500
105890-469848	Mediation and Restorative Justice	\$500	

The amendment recognized additional projected ABC bottle tax revenues above the original budgeted amount.

104330-469905	Boone Fire District Sales Tax Distribution	\$55,000	
103200-323300	Sales Tax Revenues		\$86,400
104330-469908	Stewart Simmons Sales Tax Distribution	\$30,000	
104330-469919	Creston Sales Tax Distribution	\$400	
104330-469998	Beech Mountain Sales Tax Distribution	\$1,000	

The amendment recognized additional projected sales tax distribution above the original budgeted amount.

243102-312100	Boone Rural Current Year Tax Revenue		\$20,000
243102-312101	Foscoe Current Year Tax Revenue		\$1,400
283102-312105	Stewart Simmons Current Year Tax Revenue		\$12,000
283102-312108	Shawneeohaw Current Year Tax Revenue		\$500
283102-312109	Meat Camp Current Year Tax Revenue		\$6,000
283102-312110	Deep Gap Current Year Tax Revenue		\$500
283102-312112	Blowing Rock Current Year Tax Revenue		\$6,000
244340-469905	Boone Rural	\$20,000	
244340-469901	Foscoe	\$1,400	
284340-469905	Stewart Simmons	\$12,000	
284340-469908	Shawneeohaw	\$500	
284340-469909	Meat Camp	\$6,000	
284340-469910	Deep Gap	\$500	
284340-469912	Blowing Rock	\$6,000	

The amendment recognized additional projected property tax revenues above the original budgeted amount.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the budget amendments as presented by Ms. Watson.

VOTE: Aye-5
Nay-0

ADOPTION OF THE FISCAL YEAR 2020 BUDGET ORDINANCE

County Manager Geouque presented the Fiscal Year 2020 Budget Ordinance for consideration of adoption.

Below is a list of changes that were requested by the Board and which have been incorporated into the proposed budget:

Budget Change Summary

General Fund

Revenues Expenditures

05/09/2019	(\$10,000)	Reduce Southern Appalachian Historical Association funding from \$22,000 to \$12,000
	\$10,000	Increase General Administration Contingency
05/09/2019		
net change	0	Overall Budget Change (\$0)

The Board may approve the proposed budget ordinance as presented, request changes, or schedule an additional work session. North Carolina General Statutes requires the budget be adopted by June 30.

Each Commissioner shared their thoughts on the proposed budget.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to reverse the previous change and increase the Southern Appalachian Historical Association by \$10,000, from \$12,000 to \$22,000, and decrease the General Administration Contingency fund by \$10,000.

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adopt the FY 2020 Budget Ordinance as amended with Southern Appalachian Historical Association to receive \$22,000, and the General Administration Contingency fund to be decreased by \$10,000 (as approved in the motion above).

Chairman Welch reviewed highlights of the budget prior to the vote being taken.

VOTE: Aye-5
Nay-0

PLANNING AND INSPECTIONS OUT-OF-STATE TRAVEL REQUEST

Mr. Joe Furman, Planning and Inspections Director, requested out-of-State travel to attend the Workforce Opportunity for Rural Communities (WORC) grant workshop in Johnson City, TN, on Thursday, June 6, 2019.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the out-of-State travel request as presented.

VOTE: Aye-5
Nay-0

ECONOMIC DEVELOPMENT COMMISSION FUNDING REQUEST

Mr. Joe Furman, Economic Development Director, stated that the Economic Development Commission had voted several months ago to fund \$50,000 to the Middle Fork Greenway project and, since County money was to be expended, he requested formal approval by the Board of Commissioners.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve allocating \$50,000 of Economic Development funds to the Middle Fork Greenway project as requested by Mr. Furman.

VOTE: Aye-5
Nay-0

SHERIFF'S OFFICE LETTER OF SUPPORT REQUEST

County Manager Geouque shared a letter written by the Sheriff which stated the following:

“ Department of Justice Opioid Site-Based Grant
Watauga County Sheriff's Office- Letter of Support

Dear Department of Justice Opioid Site-Based Grant Administrators,

The Mediation and Restorative Justice Center, with the support of the Watauga County Sheriff's Office, is developing a proposal to be submitted to the U.S. Department of Justice Bureau of Justice Assistance under the Comprehensive Opioid Abuse Site-based Program. The purpose of applying for this funding source is to enhance and continue the critically needed and successful continuation of our social work position in the Watauga County Detention Center and, in addition, establish our long-anticipated Watauga County LEAD program.

Through the funding obtained by this grant, the Mediation and Restorative Justice Center; with logistical in-kind support from the Sheriff's Office, will allow the employment of two (2) full-time professionals- one (1) full time social-worker to split their time 50/50 between the Watauga County Sheriff's Office Detention Center and LEAD case manager, and a second (2nd) full-time peer support specialist to support our inmate and/or identified participants of the two initiatives.

These two (2) positions will work directly with those affected by opiate and substance use disorder to connect them with appropriate and successful treatment and services; provide rehabilitative services to the Detention (jail) population, and facilitate community collaboration with justice – involved persons. The detention center position will serve pre-trial individuals, and the LEAD program will support eligible would-be offenders through diversion and/or social referrals before they enter the criminal justice system.

I am writing personally and professionally to request that you please support our innovative submission with an DOJ/BOJ application for full funding.

Establishing these positions will build upon our current, and future, community's capacity and momentum to serve vulnerable populations and bridge the gap between the Watauga County Sheriff's Office and treatment for our justice involved population in serious need.

This grant would greatly enhance and provide these critically needed positions for at least 36 months, and has the potential to provide long-term stability to these important programs and delivering genuine and serious hope to our citizens who have found themselves in unfortunate and

We are incredibly proud of the restorative justice work that has been accomplished so far in our community over the last year.

Please, if you have any questions, or need further information feel free to contact me. ”

County Manager Geouque stated that Ms. Marisa Cornell with the Blue Ridge Mediation and Restorative Justice has requested a letter of support from the County for the above funding. The County Manager stated that if the funding was received the County could decide if or how much County funding was available and also ask Ms. Cornell to find additional funds for the project. The County Manager stated that there was \$10,000 set aside for the LEAD Program; however, he would let her know that the County could not support fifty percent on both positions.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to direct Chairman Welch and County Manager Geouque to sign a letter of support and evaluate the funding request if the funds were received.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Correction to Solar Lease

County Manager Geouque stated that the Board approved a lease at the May 7, 2019, meeting with Encore Renewable Energy. Encore Renewable Energy has since requested the signatory be updated as their project company, ER Watauga Landfill Solar, LLC. Encore Renewable Energy stated this is typical of these transactions as all project contracts and permits are held in this entity for purposes of development, financing and operations. The County Attorney has reviewed the name change request and stated that it is a common request with such projects.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to change the lease signatory from Encore Renewable Energy to ER Watauga Landfill Solar, LLC.

VOTE: Aye-5
Nay-0

B. Proposed Property & Liability Insurance and Workers Compensation Renewals Request

County Manager Geouque stated that renewal rates for property and liability insurance and workers compensation were as follows: property and liability at a rate of \$186,135, which is a \$468 increase, and workers compensation at a rate of \$237,278, which remained the same. Based on prior years' claims experience staff recommended continuing the property deductible at \$5,000. Adequate funds are in the Manager's recommended budget to cover the insurance premiums.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the renewals for property and liability insurance, in the amount of \$186,135, and workers compensation in the amount of \$237,278, from the North Carolina Association of County Commissioners (NCACC).

VOTE: Aye-5
Nay-0

C. July Meeting Schedule

County Manager Geouque stated that historically, only one Board meeting has been held in July due to all the work which has been done on the budget as well as the July 4th holiday. Also, historically, at the beginning of a new fiscal year there is not much business which needs to be conducted. The Manager recommends cancelling the first meeting in July and holding the second meeting as currently scheduled for the third Tuesday which is July 16.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to cancel the July 2, 2019, regular Board meeting.

VOTE: Aye-5
Nay-0

D. Boards and Commissions

County Manager Geouque presented the following for consideration:

W.A.M.Y. Community Action, Inc. Board

Ms. Melissa Soto, Executive Director of W.A.M.Y. Community Action Inc., has recommended Mr. Tom Hughes, Social Services Director, be appointed to fill a vacant Watauga County Public Representative seat available on the W.A.M.Y. Board of Directors.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to waive the second reading and appoint Mr. Tom Hughes as a public representative to the W.A.M.Y. Community Action, Inc., Board of Directors.

VOTE: Aye-5
Nay-0

E. Announcements

County Manager Geouque announced that the 112th North Carolina Association of County Commissioners (NCACC) Annual Conference will be held August 22-24, 2019, in Guilford County.

PUBLIC COMMENT

Mr. George Bartholomew shared concerns regarding the Tourism Development Authority's plans for improvements to Howard's Knob Park.

CLOSED SESSION

At 9:27 A.M., Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i), and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Wallin, moved to resume the open meeting at 10:50 A.M.

VOTE: Aye-5
Nay-0

ACTION AFTER CLOSED SESSION

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve an Offer to Purchase on property adjacent to the current Valle Crucis School, informally known as the Valle Landing property, in the amount of \$375,000 with the funds to be allocated from the County's fund balance.

VOTE: Aye-5
Nay-0

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to adjourn the meeting at 10:53 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

Watauga County Board of Commissioners

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS

TUESDAY, JUNE 21, 2022

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 21, 2022, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

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

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

Commissioner Wallin opened with a prayer and Vice-Chairman Kennedy led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the June 7, 2022, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the June 7, 2022, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to approve the June 7, 2022, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the June 21, 2022, agenda.

Chairman Welch stated that there would be no action after closed session and requested the item be removed from the agenda.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the June 21, 2022, agenda as amended.

VOTE: Aye-5
Nay-0

TOURISM DEVELOPMENT AUTHORITY UPDATE

Mr. Matt Vincent, Tourism Development Authority (TDA) Chair, and Mr. Wright Tilley, TDA Director were present to give an update on the Watauga County TDA. Mr. Tilley stated that last year's numbers were historic; however, they were beginning to level off. Mr. Tilley stated that upgrades were planned for the pump track at Rocky Knob Park and the picnic areas.

Mr. Tilley stated that a change may be made to how the occupancy tax expenditures were split. Currently two-thirds go to marketing and one-third to infrastructure. Mr. Tilley stated that Representative Ray Pickett indicated that the split could change to a 50%/50% model which would allow more flexibility in spending the funds collected. The current advertising budget was \$6,000,000. The change would be good for infrastructure costs. Mr. Tilley stated that a resolution of support may be requested in the future. Mr. Tilley stated that during the height of the COVID pandemic, advertising was stopped but would be bumped back up during the coming year as society was returning to normal.

The report was for information only and, therefore, no action was required.

DESTINATION BY DESIGN PROPOSALS

A. Imagine Watauga Action Plan

Mr. Eric Woolridge, Destination by Design Director of Planning and Business Development, stated that he was working with the Tourism Development Authority (TDA) on reimagining the future through the Imagine Watauga Plan which cast a vision of how to double or triple the funding for infrastructure while improving the quality of life for locals.

The plans purpose was to

“Create a community-led vision and 15-year roadmap to ensure strategic decision making and enhance quality of life throughout the Town of Boone and Watauga County. The Imagine Watauga Action Plan is led by the Watauga County and Boone Tourism Development Authorities (TDAs). The TDAs are responsible for managing occupancy tax revenues collected from visitors staying in both the Town of Boone and Watauga County’s short-term lodging establishments. Current revenue projections from today through the year 2040 will provide the TDAs with approximately \$40 million to invest in quality-of-life projects. Plan success will require significant and broad community engagement.

Imagine Watauga will replace the TDA’s current plan, The Boone Outdoor Recreation Master Plan, which was adopted in 2010 and called for the development of Rocky Knob Park and a variety of newly developed river accesses and greenway expansions.”

Interviews would be held with focus groups to discuss the following themes: recreation, environmental quality, arts & culture, economic development, and active living.

Mr. Woolridge inquired as to the availability of the current Valle Crucis School building once the new school was constructed and in use and the current National Guard Armory which would revert to the Town of Boone and County upon the Armory's move to a new facility. County Manager Geouque stated that the old school property may have to be used to properly mitigate the new school and the County's use for the Armory would be as storage for County equipment.

Mr. Woolridge requested the Commissioners and Boone Town Council each select representatives to serve on a project steering committee to help develop recommendations for the Armory property. Commissioners Pertalion and Turnbow both showed interest in serving.

B. Howard Knob Park Improvements

Mr. Eric Woolridge stated that, in 2018 the Tourism Development Authority (TDA) developed a master plan for Howard Knob Park. The TDA would like to implement some elements of this plan within the next 12 months, including new ADA parking and access, an improved overlook area, and other general aesthetic improvements. Mr. Wright Tilley, TDA Director, stated that the original plans were scaled back from previous years but would improve the area. The improvements were not intended to significantly change how the park was used, but to merely upgrade the existing resource. County Manager Geouque stated that the picnic area needed to be renovated. Mr. Tilley stated that it would be looked at. Mr. Tilley also stated that they were keeping in touch with those whose property neighbored the park. Mr. Woolridge stated that the parking area would not be expanded but would be marked.

Commissioner Turnbow, seconded by Commissioner Pertalion, moved to support the renovations to Howard Knob Park as presented.

VOTE: Aye-5
Nay-0

PROPOSED W.A.M.Y. SUPPORT LETTER

Ms. Brittany Luxton, Finance Director for W.A.M.Y Community Action, Inc., stated that W.A.M.Y. was applying for a Housing Preservation grant to allow for repairs and rehabilitation on very low-income family homes. The grant has been successfully utilized for the last two years and W.A.M.Y. would like to continue to provide this service to low-income Watauga County citizens. The Housing Preservation grant was used to do repair work on homes, such as roofs, plumbing and electrical repairs, or mold removal. Ms. Luxton stated that as part of the grant application, W.A.M.Y must demonstrate the support of County officials for this type of work and show that this was not a duplication of another program operated by the County. A proposed letter of support was presented to the Board for consideration.

Commissioner Turnbow, seconded by Commissioner Pertalion, moved to support W.A.M.Y.'s grant application and approve the letter of support.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of May 2022. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren stated that there were no refunds and presented the Releases Report for May 2022 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the Releases Report for May 2022 as presented.

VOTE: Aye-5
Nay-0

C. Proposed Board of Equalization and Review Hearing Dates

Mr. Warren present the following dates for the Board of Equalization and Review to hear appeal cases:

Monday	July 11	3:00 pm - 7:00 pm
Monday	July 25	3:00 pm - 7:00 pm
Tuesday	July 26	9:00 am - 4:00 pm
Wednesday	July 27	9:00 am - 4:00 pm
Thursday	July 28	9:00 am - 12:00 pm

Mr. Warren stated that there were 169 hearings to schedule, 425 to be presented for consent approval, and 885 currently awaiting responses.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the dates as presented by Mr. Warren.

VOTE: Aye-5
Nay-0

PROPOSED COURTHOUSE COMPUTER SYSTEMS SOFTWARE LICENSE AND SUPPORT AGREEMENT

The County Manager, on behalf of Register of Deeds Amy Shook, presented for approval a software license and support contract with Courthouse Computer Systems which was the current vendor. The contract was in the amount of \$36,225 and adequate funds were budgeted to cover the expense. County Attorney di Santi stated that it was the same contract approved last year with the dates updated.

Vice-Chairman Kennedy, seconded by Commissioner Peralion, moved to approve the contract, in the amount of \$36,225, with Courthouse Computer Systems for the Register of Deeds software license and support.

VOTE: Aye-5

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Contractor Prequalification Policy

County Manager Geouque presented, in preparation for the bidding of the new Valle Crucis Elementary School, a proposed contractor prequalification policy. The policy would ensure the lowest responsive bidder was also financially and technically able to complete the project. The County Manager stated that a Construction Manager At Risk (CMAR) would not be utilized in this project due to increased cost in the current market.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the contractor prequalification policy as presented by the County Manager.

VOTE: Aye-5
Nay-0

B. Proposed Contract with Vincent Valuations, LLC

County Manager Geouque stated that the 2022 revaluation was now complete and the County needed to prepare for the next revaluation scheduled for 2027. During the 2022 Annual Budget Retreat, the Board discussed the next revaluation for the County and the need to conduct a full measure and list. The County Manager presented a proposed contract with Vincent Valuations, LLC, to conduct the 2027 revaluation for \$38.50 per parcel. In addition, the contract included the cost to provide new construction services at \$29.50 per parcel. The contract would be effective July 1, 2022. Adequate funds were budgeted to cover the 2022-2023 expenses.

Commissioner Peralion, seconded by Commissioner Turnbow, moved to approve the contract with Vincent Valuations, LLC, for the 2027 revaluation and new construction review services as presented effective July 1, 2022.

VOTE: Aye-5
Nay-0

C. July Meeting Schedule

County Manager Geouque stated that the first meeting in July had been cancelled and the July 19, 2022, meeting date could remain as scheduled; therefore, no additional changes were required for the July meeting schedule.

D. Update on the Naming Application Request in Memory of Lawrence "Lan" O'Loughlin

County Manager Geouque stated that Mr. Eric O'Loughlin, Ms. Jean Hord Roberts, and Ms. Ashley Ginn presented a request to name the lap pool in the aquatic center after Lawrence ("Lan") O'Loughlin at the last Board meeting. Mr. O'Loughlin was the Watauga High School Men and Women's Head Swim Coach from 1979 to 2003. A public hearing is required to be scheduled to seek comments and input from County citizens. Once the public hearing is completed, the Board shall vote on the request. A unanimous vote of the Board is required for the naming application to be approved.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to schedule a public hearing at 5:30 P.M. on Tuesday, July 19, 2022, to allow citizen comment on the naming request.

VOTE: Aye-5
Nay-0

E. Discussion of House Bill 193

County Manager Geouque stated that there was a prohibition in the Town of Boone's Ordinance which wouldn't allow the County's proposed parking deck to be built on the corner of Water and Queen street. Due to that, the County had sought legislation (House Bill 193) which read: *"For so long as it is used for a public purpose, the following property shall be exempt from the Unified Development Ordinance of the Town of Boone as it exists on the effective date of this act and any subsequent amendments or reenactments: the property described in the INSTRUMENT OF COMBINATION recorded on May 23, 2022, as referenced in Book 2275, Page 413 in the Watauga County Register of Deeds."*

The Board of Commissioners had tasked staff and the County Attorneys to work with the Town of Boone for a solution. County Attorney di Santi stated that he along with County Attorneys Capua and Garrett had read and fully debated the compromises presented on Town of Boone letterhead. Mr. di Santi stated that the Town of Boone Attorney, Ms. Allison Mead, had agreed that wording in the Historic Preservation Commission was illegal and that the issue would be resolved. Mr. di Santi stated that the Town of Boone has agreed to put the project on a fast track schedule. Mr. di Santi stated that other than the lot combining issue the design would comply with Town of Boone regulations. County Manager Geouque added that the project architect, Mr. Bill Dixon, was working hard to comply with Town of Boone regulations; however, the Historic District was relatively new and there could be other gray areas to work out.

[Clerk's Note: Below are the proposed Joint Press Release and the Town of Boone compromises:]

Joint Statement of the Boone Town Council and Watauga County Board of Commissioners Concerning the County's Proposed Downtown Parking Garage

Watauga County and the Town of Boone have recently issued separate press releases concerning a local law, House Bill 193, requested by Watauga County to exempt its proposed downtown parking garage project from the requirements of Boone's development ordinance. The County maintains that it had a valid legal concern regarding the enforceability of the Town's development ordinance as it relates to the recombination of lots within the historic district, that litigation would significantly delay the project and increase the project budget, and that the request for House Bill 193 was made in good faith.

The County and the Town agree on the need for public parking to serve the courthouse and other government buildings located in the historic district of downtown Boone, as well as the desirability of additional parking available after business hours to serve local citizens and visitors to the downtown. We also agree that it is to the benefit of all town and county residents, businesses, and taxpayers that the County and Town work together cooperatively, respecting both the taxpayers' money and the Town's efforts to preserve its historic downtown.

Accordingly, our representatives have worked hard over the last few days to address the concerns of each side. We have reached a consensus so that the local law will be withdrawn, litigation can be avoided, and consideration of the County's parking garage project can move forward as speedily as possible consistent with the Town's development ordinance. We are glad of this outcome, and look forward to continuing to work collaboratively and through more open communication to find solutions that are in the best interest of all citizens.

and . . .

I write to confirm the points of agreement reached between Watauga County and the Town of Boone as to how the County 's downtown parking garage project will move forward:

1. *It is the view of both you, as the county attorneys, and me, as town attorney, that language in Boone UDO Appendix D, Section 14.4 stating "[c]ombining lots for the purpose of building a single building across multiple lots is not permitted in the district.... " is not authorized by Chapter 160D of the North Carolina General Statutes and, if sought to be enforced, would likely lead to litigation. A text amendment to the Boone UDO eliminating the language will be presented and considered at public hearing on July 25. It is anticipated that the approval process can be completed as early as July 27.*
2. *The Town will waive its usual practice of requiring applicants to obtain a certificate of appropriateness (COA) from the Boone Historic Preservation Commission (HPC) prior to proceeding with a conditional district (CD) rezoning application, and instead will allow the County to submit and pursue its applications for CD and COA concurrently.*
3. *The HPC may be able to consider the COA request at its July 12 regular meeting, but in any event will hear the case at a special meeting to be scheduled for July 26, which may be followed if necessary by consideration at the HPC's regular meeting on Aug. 9.*
4. *The Town Council will hold a special public hearing meeting on August 22 to consider the county's conditional district rezoning application for the parking garage.*
5. *The County will withdraw its request for the state legislature to pass House Bill 193 and proceed with the approval processes as set forth in the Boone UDO for its parking project (that is, the COA and CD processes) as any other applicant, except as set forth above.*

*Sincerely,
Allison M. Meade, Esq.
Town Attorney
Town of Boone, North Carolina*

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to direct the County Manager to contact Representative Ray Pickett and Senator Deana Ballard and request House Bill 193 be pulled.

VOTE: Aye-5
Nay-0

F. Announcements

County Manager Geouque announced the following:

- The North Carolina Association of County Commissioners' (NCACC) next Board of Directors meeting would be held in Watauga County on June 24-25, 2022. The NCACC invites the Chairman or Vice-Chairman and County Manager to speak at the beginning of the meeting on the 24th, to provide a brief welcome message to Watauga County.
- The NCACC also invites the Watauga County Board of Commissioners to be guests at the NCACC Board dinner which would be held at the Meadowbrook Inn on the evening of June 24, 2022.
- The Beech Mountain Watauga Medics Ribbon Cutting was to be held at the Beech Mountain Volunteer Fire Station # 2 located at 513 St. Andrew's Road, Beech Mountain, North Carolina, on Saturday, June 25, 2022, from 2:00 to 4:00 P.M.

PUBLIC COMMENT

Ms. Barbara Krause shared concerns in regards to the Rainbow Trail asphalt plant.

Ms. Nancy Kiffer shared comments on events she has held at her home and property. She requested a copy of "assembly rules" and that the Fire Marshal not show up during an event unless in an unmarked vehicle.

Ms. Brook Meeks thanked the Board for the work they do. Ms. Meeks shared concerns as she was a bride whose wedding was scheduled at the Kiffer property in July, 2022.

Vice-Chairman Kennedy stated that the Fire Marshal's Office and the Planning and Inspections Department had been working with Ms. Kiffer in regards to State Code issues for years and the County would not condone not meeting codes and liability issues that could arise.

Commissioner Turnbow stated that the County vehicle would be used when the Fire Marshal was on a call. Commissioner Turnbow stated the issue had been ongoing for years and that Ms. Kiffer had been cited and had not dealt with the issue.

CLOSED SESSION

At 7:11 P.M., Commissioner Wallin, seconded by Vice-Chairman Kennedy, 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 Kennedy, seconded by Commissioner Wallin, moved to resume the open meeting at 7:29 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Wallin, seconded by Commissioner Peralion, moved to adjourn the meeting at 7:29 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Contract for Architectural Services for the new 911/Medic Base/EOC Facility*****MANAGER'S COMMENTS:**

Staff will request the Board approve the contract with Clark Nexsen to provide architectural services for the proposed 911/Medic Base/EOC Facility. The initial contract will be a flat fee of \$25,000 for programming. Once the programming has been completed and an estimated cost is determined, an 8.5% fee will be charged based on the estimated cost to construct for the remainder of the scope of work.

Board action is requested to approve the contract with Clark Nexsen in the amount of \$25,000 for programming of the new 911/Medic Base/EOC facility and then 8.5% for the remainder of the scope of work based on the estimated budget.



September 12, 2022

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

Attn: Mr. Deron Geouque
County Manager

RE: EMERGENCY MANAGEMENT BASE

Dear Deron,

We are pleased to submit our proposal for the design associated with the Emergency Management Base. This base will serve as EMS offices and EOC, Medic Base, the 911 Center, and have accessory spaces. The final square footage of the building will be determined during the programming phase. It is anticipated that the building will be approximately 15,000 square feet. The total project budget, including hard and soft costs, will be determined during the programming phase.

SCOPE OF DESIGN AND PROJECT ADMINISTRATION SERVICES

The scope of services defines the professional design services to be provided by Clark Nexsen related to architectural and engineering to meet the requirements of Watauga County for the project.

PROGRAMMING

The programming phase of the project will involve interviews with Watauga County Emergency Services administration and staff. During this phase we will collect data, formulate a program document that will include types of space, square feet associated, fit and finish. This phase is as important to the project as the construction documents and will be used in all further decisions.

SCHEMATIC DESIGN (SD)

Clark Nexsen will provide consultation related to establishment of site characteristics that have ramifications on the project quality, schedule, or budget, such as building configuration and utility coordination issues. During this Schematic Design phase, Clark Nexsen will incorporate available information from the programming documentation and other required code resources to produce a schematic design; including preliminary site plans, floor plans, exterior building elevations, preliminary life-cycle cost analysis of proposed building systems, selections of major building systems and proposed building materials for this project.

Engineering services during the SD phase will include the conceptual building system selections and calculations reflecting the infrastructure needed to support the building program as defined in the



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Programming phase. The site engineering will include efforts on the overall site design, site layout, paving, limited on-site driveways, parking layout and circulation, storm drainage network, storm water management, preliminary grading, erosion control, and utilities. The schematic design will include narrative description for all major building systems for the purpose of soliciting review comments by the County. Clark Nexsen will also provide a statement of probable cost presented in CSI division format. Our proposal includes services to reconcile the statement of probable cost with the construction budget.

The Clark Nexsen team will organize, participate in and complete the following activities and deliverables during the SD phase to help facilitate and advance the overall design of the project:

- a. Prepare the design concepts in accordance with the current editions of the North Carolina Building Code. Preliminary Building Code information including but not limited to occupancy group, construction type, building height, number of stories, floor area, and sprinkler protection will be included as part of the analysis.
- b. Prepare a preliminary evaluation and provide data for sustainable design opportunities on the project:
 - i. The Clark Nexsen team will prepare a baseline energy simulation model to establish a base building that both meets the ASHRAE 90.1 2004 baseline building and is NC Code compliant. Base building characteristics that are to be used for an hourly energy performance simulation model will be based on specific building geometry.
 - ii. The team will investigate energy strategies for the building envelope, lighting and lighting controls, HVAC systems and controls and heating hot water systems.
- c. The team will prepare a scaled site plan showing the location and size of the project in relation to the existing campus context including, buildings, roads, walkways, parking and existing utility services. Importance shall be placed on early determination of the adequacy and availability of all existing utility services.
- d. Coordinate with the selected geotechnical engineer related to the building footprint, loads and anticipated geotechnical information needed. Preliminary information indicates that the building will require soil improvements similar to what we used on the Recreation Center.
- e. Provide preliminary list of permits and approvals required for site / civil improvements and site related construction activities, along with anticipated schedule for acquiring permits and approvals.
- f. Prepare (1) preliminary SD opinion of probable cost.
- g. Participate in and prepare presentation materials for one (1) Board of Commissioners meeting.
- h. Provide a written response to any review comments prepared by the County
- i. Create two (2) renderings of the building. Views shall be selected by the Architect and Owner.

DESIGN DEVELOPMENT (DD)

In parallel with the County review of the SD submittal, Clark Nexsen will proceed to the Design Development phase. The Design Development will refine the design and will include site plans, floor plans, exterior building elevations, schedules, building sections, wall sections, typical details, major engineering systems and building materials, outline specifications and other required documentation as further defined below. During this phase, Clark Nexsen will further refine and develop engineering services to include the design development of building and utility systems, site layout, detailed grading, on-site erosion control, on-site utilities, on-site paving and on-site roadways / driveways. This design will be presented through drawings and outline specifications.



The Clark Nexsen team will organize, participate in and complete the following activities and deliverables during the DD phase to help facilitate and advance the overall design of the project:

- a. Attend monthly issue-oriented meetings with the Team to coordinate the design development documents. This will include meetings with the School administration.
- b. Clark Nexsen will prepare developed floor plans, life safety plans, fire resistant construction plans, scaled architectural site plans, proposed exterior building elevations, proposed building sections, proposed roof plans, proposed wall sections, proposed reflected ceiling plans, building sections, enlarged details, room finish schedule and door schedule as appropriate to reflect the overall DD effort for the project.
- c. The Civil drawings will include plans showing proposed grading, benchmarks, site drainage and sedimentation control; utility infrastructure, roads, parking, adjacent structures and site data as furnished on previous submittals. Septic design and on-site utilities will be determined during this phase.
- d. Structural drawings will be developed and will reflect the allowable soil bearing pressures and live loads used in the design. The team will provide a foundation plan showing the basic elements of the foundation. The team will provide floor and roof framing plans showing size, spacing and type of primary members, including locations of shear walls and/or bracing with such additional details and information to describe the method of lateral load resistance.
- e. The mechanical drawings will include the following: layout of mechanical rooms with equipment clearances, major HVAC equipment rooms and the basic layout of the heating, ventilating and air conditioning distribution system, a diagram of the temperature control systems; schematic diagram of air, hot water, and condenser water systems. Rated walls shall be shown on all plans.
- f. The plumbing drawings will include the general development of domestic and sanitary water systems. The drawings will show source of water supply and waste disposal termination; water distribution and waste collection plan diagrams, including fixtures.
- g. The electrical drawings will include the following: basic electrical service equipment and its location to include the electrical power distribution components, primary service switches, transformers, generators, main switchgear, motor control centers, and the locations of the electrical and telecommunication rooms. We will provide single line diagrams of the power distribution systems including primary, secondary and emergency power. We will provide similar diagrams for fire alarm, telecommunications, security and all other systems included in the electrical scope of work. The team will provide an estimated load summary in KVA rating, the connected load, the demand load and the DF are required with this submittal. The electrical floor plans shall show the basic layout of the lighting, emergency lighting, power receptacles, smoke and heat detectors, data/telecommunications outlets or other systems in the project.
- h. The fire protection drawings will reflect compliance with NFPA 13, 14, 20, and 24, the Fire Code, the Building Code, and applicable Guidelines. The drawings will indicate the location of all valves, mains, drains and FDC locations. The plans will clearly indicate that the fire protection scope of work begins 12" above the finish floor. Sprinkler Design Data Summary shall include the following: Project name and address, total building height in feet, type of system, hazard classification, design data, design density, hose allowance, and water supply information. The documents will include fire protection equipment locations with schedule, and indicate electrical demands. The piping schematic will include all valves flow and tamper switch locations from point of municipal connection to further valve system. Remaining portions of the system shall be in the design/build format, as is typical for NC projects.



- i. The team will continue to investigate energy strategies for the building envelope, lighting and lighting controls, HVAC systems and controls and heating hot water systems. These will be evaluated in collaboration with the.
- j. Prepare an outline specification with brief descriptions of building systems and materials in CSI Master Format division and numbering.
- k. Provide a written response to the review comments prepared by the County.

CONSTRUCTION DOCUMENTS (CD)

Upon approval of the above submittal by the County, Clark Nexsen will prepare design drawings and MASTER SPEC formatted specifications, in accordance with the requirements set forth in the NC building codes, for use in construction of the project. This set of documents will also be used by the CM to obtain necessary approvals and permits from appropriate regulatory agencies having jurisdiction. Our proposal includes services to reconcile the statement of probable cost with the construction estimate. We will submit a complete Construction Documents package to the County and all local and state jurisdictions for their review and approval.

The Clark Nexsen team will organize, participate in and complete the following activities and deliverables during the CD phase to help facilitate and advance the overall design of the project:

- a. Participate in two (2) review meetings.
- b. The Construction Documents will set forth, in detail, the requirements for the Project, including drawings and specifications. Clark Nexsen will work with the County, user groups in generating the Construction Documents and the implementation of systems. The specifications will be developed in CSI format and will meet the specific documentation requirements for the project.
- c. Prepare the CD submittal in accordance with the current editions of the North Carolina Building Code.
- d. Provide a written response to the review comments prepared by the County
- e. Provide suggestions of value engineering alternatives required to meet the budget.

BIDDING SUPPORT

At this point, it is anticipated the project will be delivered by hard bidding to prequalified general contractors. We will assist the owner in soliciting and prequalifying NC licensed General Contractors in accordance with the general statutes set forth by the State. The team shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents for distribution to all prospective bidders in the form of addenda. The Architect shall organize and lead the pre-bid meeting. The Architect shall lead the opening of the bids and assist the County in the selection of any potential alternates that may be proposed for this project.

CONSTRUCTION ADMINISTRATION

Clark Nexsen will monitor and review the quality and acceptability of construction in accordance with the requirements set forth in the contract documents. Our scope of services for this task includes:

- We will assist the contractor in arranging, attend, and participate in a pre-construction conference to include the contractor, subcontractors, the Owner, and consultants to review the requirements of the project and to coordinate activities for all construction. We will send copies of the minutes of this conference to all parties in attendance and to other interested parties.
- We will attend and participate in a regularly scheduled monthly Construction meeting, to be held at the job site and conducted by Clark Nexsen and the contractor to effect coordination, cooperation, and assistance in maintaining progress of the project on schedule, in order to complete the project within the contract time.



- We will attend and participate in a regularly scheduled bi-weekly progress meeting to be held at the job site and conducted by the Contractor.
- We will provide written copies of monthly construction progress reports to the County
- We will visit the site at intervals appropriate to the stage of the contractor's operations, or as otherwise agreed by the Owner and the Architect. In general, we have based our fee on field observation as needed by the requirements of the project, but no more than two visits per month by a representative from Clark Nexsen. Included as part of our basic services is the preparation of a written report documenting field observations, field issues and conditions, items needing correction, and other similar issues normally associated with construction observation.
- Upon notification from the contractor that the project is complete, we will make a preliminary final inspection of the project to verify substantial completion and prepare a list of discrepancies (punch list) for the contractor. Upon notification by the contractor that the discrepancies have been completed, we shall perform a formal final inspection.
- We will review and certify the amounts due the contractor and approve Certificates for Payment in such amounts.
- We will review and approve or take other appropriate action regarding the submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- We will respond to the contractor's requests within the following timeframes:
 - RFIs: Seven (7) calendar days.
 - Proposed Change Order Review: Fourteen (14) calendar days.
 - Product Submittals and Shop Drawings: Twenty-one (21) calendar days. For certain submittals, such as Building Automation Controls, Load Bearing Steel and Coordination Drawings, additional review time may be required; these time frames will be listed specifically in the specifications for bid.
 - Payment Applications: Five (5) calendar days.
- We will prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents.
- We will review properly prepared, timely requests by the Owner or contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time.
- We will conduct field visits to determine the date or dates of Project Acceptance. We will receive from the contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the contractor, and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- Based on the current project schedule, we will provide contract administrative services for a maximum of 14 months.
- Design and Contract Administration Services beyond the following limits shall be provided as additional services:
 - Up to two reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
 - Up to two inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
 - Up to two inspections for any portion of the Work to determine Substantial Completion.



CLOSE OUT SERVICES

- We will transmit one (1) set of approved shop drawings and a copy of official shop drawing log to the Project Manager when returning to the owner.

GENERAL PROJECT ADMINISTRATION SERVICES

In general, project administration services include consultation with the Owner, research of applicable design criteria, attendance at Project meetings, and communication with members of the Project team and issuing progress documentation. Also included is:

- Coordinating the services provided by Clark Nexsen and our consultants with those services provided by the Owner and the Owner's consultants.
- Preparing and periodically updating the design Project schedule that identifies milestone dates for decisions required of the County, design services furnished by Clark Nexsen, completion of documentation, and commencement of construction.
- Assisting the County in connection with their responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

SCHEDULE

Clark Nexsen agrees to provide the above listed services according to the mutually agreed upon project schedule. This schedule is dependent on the approval of each submission by the Client and that such approvals are made in a timely manner so as not to delay the agreed upon schedule. It is also dependent on prompt receipt of information and direction from County. Changes to such information and direction may cause delays in the completion of our services and require additional compensation. We agree to provide services in the most expeditious manner as is practical. The project services will begin upon receipt of written authorization from County to proceed.

Task Name	Duration	Start	Finish
Review of contract and approval	15 edays	Mon 9/12/22	Tue 9/27/22
Kick Off Meeting	1 day	Tue 9/27/22	Tue 9/27/22
Programming Phase	76 edays	Tue 9/27/22	Mon 12/12/22
Schematic Design	59 days	Mon 12/12/22	Fri 3/3/23
Schematic Design by CN	74 edays	Mon 12/12/22	Fri 2/24/23
Schematic Design -Owner review Comments	7 edays	Fri 2/24/23	Fri 3/3/23
Design Development	58 days	Fri 3/3/23	Wed 5/24/23
Design Development	75 edays	Fri 3/3/23	Wed 5/17/23
Design Development - Owner review comments	7 edays	Wed 5/17/23	Wed 5/24/23
Construction Documents	140 days	Wed 5/24/23	Wed 12/6/23
Construction documentation	60 edays	Wed 5/24/23	Sun 7/23/23
Owner review meeting	1 day	Mon 7/24/23	Mon 7/24/23
Preparation of Bid Documents and specifications	76 edays	Sun 7/23/23	Sat 10/7/23
Owner review comments	14 edays	Sat 10/7/23	Sat 10/21/23
Submission to Department of Insurance for plan review	60 edays	Sat 10/7/23	Wed 12/6/23



Bid Period	47 days	Wed 12/6/23	Fri 2/9/24
Pre bid meeting	5 edays	Wed 12/6/23	Mon 12/11/23
Bid Period	30 edays	Wed 12/6/23	Fri 1/5/24
Bid review and contract preparations	14 edays	Fri 1/5/24	Fri 1/19/24
Contract execution by the County	21 edays	Fri 1/19/24	Fri 2/9/24
Construction	310 days	Mon 2/12/24	Fri 4/18/25
Preconstruction kick off meeting	1 day	Mon 2/12/24	Mon 2/12/24
Notice to proceed	7 edays	Mon 2/12/24	Mon 2/19/24
Site development and building construction	14 mons	Tue 2/20/24	Mon 3/17/25
Weather	30 edays	Mon 3/17/25	Wed 4/16/25
Building Punchlist	30 edays	Wed 3/19/25	Fri 4/18/25
Substantial Completion inspection -Occupancy	1 day	Fri 4/18/25	Fri 4/18/25

COMPENSATION

Clark Nexsen agrees to provide professional services as outlined above in the Scope of Services and in conjunction with AIA document B101-2017. We believe the fee tabulated below is appropriate, given the schedule, the design and review process, coupled with the contract administration efforts. We propose a lump sum fee as follows:

Basic Design Services

	\$	
Basic Services Architectural and Engineering services		
<i>Programming lump sum amount</i>	\$	25,000
<i>Below phases will be performed on a percentage of construction fee of 8.5%</i>		
<i>Schematic Design Phase</i>		
<i>Design Development Phase</i>		
<i>100% Construction Document Phase</i>		
<i>Bidding</i>		
<i>Construction Administration</i>		

Our invoicing will be in accordance with progress of the design documents based on percentage complete and shall be invoiced on a monthly basis. Should the project stop due to funding issues or changes in the market, we will invoice to the point we are in the design process.

Reimbursables included in the above noted fee include travel to and from the site, postage and handling of general mail and deliverables. Printing will be billed at our costs plus 10%.

ADDITIONAL SERVICES

Clark Nexsen reserves the right to request Additional Services for those services and expenses not identified above and elsewhere in this proposal including services that extend beyond the period of time listed in the schedule. Additional services will not be performed until authorized by a contract amendment.

ASSUMPTIONS

Our fee proposal is based on the following assumptions:

- As noted above, the services needed to support the scope of work as defined and is reflective of our current understanding of the project. Should County elect to re-establish the program requirements for the project, Clark Nexsen may seek Additional Services and additional schedule time to re-investigate and re-establish the program.
- No liability is assumed for the work of consultants not under contract to Clark Nexsen or information provided by others used in the production of final documents or calculations.
- The geotechnical investigations for the project site will be performed by a consultant to the County.
- Should the project budget increase by more than 1.5% we shall be entitled to additional compensation.
- This proposal assumes that the construction duration on the project will last eighteen (18) months. Should the project require a longer duration to complete all construction activities, Clark Nexsen reserves the right to seek additional services.

EXCLUSIONS

The following items are excluded from the Scope of Services:

- Any design services for the County not related to the development of the project design as noted above.
- LEED certification, design around LEED certifications or any other sustainable guideline
- AV or IT design, we are placing back box, conduit, and raceway to IT closets.
- Security design, including but not limited to access control, CCTV, digital cameras, etc. We will place conduit and back box only.
- We will coordinate with 911 package vendor but will not design the system.
- Design services related to any part of the Center not located within the limits of the immediate project site, including extension of site utilities beyond the boundary.
- Full-time, on-site project representation during construction phase activities.
- Representation for court appearances for litigation or preparation for the same unless Architect is a party to same and/or the litigation involves issues relating to the errors or omissions of the Architect and/or its consultants.
- Multiple bid packages.
- Phased turnover of the building
- Geotechnical Engineering services.
- Survey services.
- Environmental engineering
- Travel expenses associated with sit down review meetings with DOI.
- Transportation engineering services or parking studies related to areas beyond the immediate project site.
- Economic Feasibility Studies.
- Traffic Impact Analysis.
- Design of off-site roadway improvements



- Environmental reports or Phase 1 analysis.
- Set-up and maintenance of a project web site.
- The solicitation and retention of consultants and sub-consultants as requested by Owner, except as outlined herein.
- Commissioning services.
- Modifications to Clark Nexsen formatted documents such as drawing file name, specification format, etc.
- All environmental impact and mitigation fees.
- All permit or plan review fees
- Subsurface Utility Exploration.
- Solar Hot Water design, including panel sizing, optimization, placement, and verification of utilization.
- Photo-voltaic design.
- Provision of fire hydrant flow testing is excluded from this proposal and will be provided by the Owner.
- Development of project animations or videos.
- Design services needed to support a phased move-in.
- Design services for visual systems dashboards / electronic pedagogy feature walls in the building.
- Move management consulting services
- Rezoning or any special use permitting required by the County.

This project will greatly benefit your community. We appreciate the opportunity to collaborate with County and we look forward to a successful project. Please review this proposal and contact us if you have any questions. We welcome your recommendations and will be happy to discuss any items in more detail.

Sincerely,

CLARK NEXSEN



Chadwick S Roberson, AIA, LEED AP BD+C
Principal





Clark Nexsen Schedule B Rates - July 2022

Job Title		
Administrative Support	\$	110.00
CADD/BIM Technician	\$	100.00
Designer	\$	120.00
Architect	\$	150.00
Senior Architect	\$	225.00
Bridge Inspection Engineer EIT/Graduate	\$	135.00
Bridge Inspection Engineer	\$	180.00
Senior Bridge Engineer	\$	240.00
Civil Engineer EIT/Graduate	\$	115.00
Civil Engineer	\$	175.00
Senior Civil Engineer	\$	255.00
Electrical Engineer EIT/Graduate	\$	130.00
Electrical Engineer	\$	165.00
Senior Electrical Engineer	\$	250.00
Fire Protection Engineer EIT/Graduate	\$	130.00
Fire Protection Engineer	\$	220.00
Senior Fire Protection Engineer	\$	310.00
Landscape Architect	\$	155.00
Senior Landscape Architect	\$	210.00
Interior Design Intern/Graduate	\$	95.00
Certified Interior Designer	\$	130.00
Senior Certified Interior Designer	\$	215.00
Mechanical Engineer EIT/Graduate	\$	130.00
Mechanical Engineer	\$	165.00
Senior Mechanical Engineer	\$	255.00
Plumbing Engineer EIT/Graduate	\$	130.00
Plumbing Engineer	\$	180.00
Senior Plumbing Engineer	\$	210.00
Project Manager	\$	200.00
Senior Project Manager	\$	245.00
Principal	\$	330.00
Structural Engineer EIT/Graduate	\$	135.00
Structural Engineer	\$	175.00
Senior Structural Engineer	\$	245.00
Transportation Engineer EIT/Graduate	\$	125.00
Transportation Engineer	\$	155.00
Senior Transportation Engineer	\$	255.00
Automation Controls Integrator	\$	150.00
Senior Automation Controls Integrator	\$	185.00
Industrial Mechanical Engineer	\$	160.00

AIA[®] Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of September in the year Two Thousand Twenty Two
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Clark Nexsen, Inc.
301 College Street Suite 300
Asheville, NC 28801

for the following Project:
(Name, location and detailed description)

Watauga County Emergency Management Base
CN Project Number 10056

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

(Paragraphs deleted)

ARTICLE 1 INITIAL INFORMATION

(Paragraph deleted)

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's Construction Manager at Risk/General Contractor and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Refer to Exhibit A – proposal letter dated September 12, 2022

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

Refer to Exhibit A for detailed schedule.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

(Paragraphs deleted)

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1 million each occurrence, \$2 million aggregate

.2 Automobile Liability

\$1 million combined single limit each accident

.3 Workers' Compensation

Minimum of statutory limits based on location or \$1 million each incident

.4 Professional Liability

\$1 million per claim, \$2 million aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

(Paragraphs deleted)

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

(Paragraphs deleted)

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

(Paragraphs deleted)

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

(Paragraphs deleted)

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager at Risk/General Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Construction Manager at Risk; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective Construction Manager at Risk. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

(Paragraphs deleted)

§ 3.5.3 NEGOTIATED PROPOSALS

(Paragraphs deleted)

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective Construction Manager at Risk, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Construction Manager at Risk; and
- .3 participating in negotiations with prospective Construction Manager at Risk, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective Construction Manager at Risk.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

(Paragraphs deleted)

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager at Risk/General Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager at Risk/General Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager at Risk’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager at Risk/General Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 Requests for Information or Clarification from the Construction Manager at Risk/General Contractor shall be received electronically through the Architect’s information management software or as otherwise specified in the Contract Documents. The Architect will respond to such requests that comply with the requirements of the Contract Documents within the time specified in the Contract Documents and forward responses to the Construction Manager at Risk/General Contractor through the Architect’s information management software. The Architect will also forward responses electronically to the Owner, if desired, through the Architect’s information management software. Receipt and forwarding of paper documents, or retrieving and forwarding electronic documents through either the Construction Manager at Risk’s or Owner’s information management software is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.2 EVALUATIONS OF THE WORK

(Paragraphs deleted)

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager at Risk, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager at Risk, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager at Risk. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager at Risk, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager at Risk/General Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager at Risk/General Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONSTRUCTION MANAGER AT RISK/GENERAL CONTRACTOR

(Paragraphs deleted)

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager at Risk/General Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager at Risk's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Construction Manager at Risk/General Contractor and material suppliers and other data requested by the Owner to substantiate the Construction Manager at Risk's right to payment, or (4) ascertained how or for what purpose the Construction Manager at Risk/General Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

(Paragraphs deleted)

§ 3.6.4.1 The Architect shall review the Construction Manager at Risk's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager at Risk's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager at Risk's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager at Risk/General Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager at Risk/General Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager at Risk/General Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 For paper submittals, the Architect shall retain one copy of each reviewed submittal as a record copy and forward one copy to the Owner, if required by the Contract Documents. All other copies of paper submittals shall be returned to a single address specified by the Construction Manager at Risk/General Contractor using the least cost delivery method available to the Architect. Distribution of the Construction Manager at Risk's copies of paper submittals to more than one location is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.4.7 For electronic submittals, the Architect shall retain an electronic copy of each reviewed submittal and forward electronically to the Owner and the Construction Manager at Risk/General Contractor using the Architect's information management system, which may require the recipient to download the documents. Distribution of submittals by other methods such as emailing files as attachments and printing and shipping paper copies is available as an Additional Service in accordance with the provisions of Section 4.3.

§ 3.6.4.8 The Architect shall retain submittal documents for a period consistent with the Architect's document retention policy, but not less than one year after Substantial Completion.

§ 3.6.5 CHANGES IN THE WORK

(Paragraphs deleted)

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

(Paragraphs deleted)

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager at Risk/General Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager at Risk; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

Init.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager at Risk/General Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager at Risk, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager at Risk: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager at Risk/General Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.2 Refer to **Exhibit A** for Additional Services or exclusions from the design services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or Construction Manager at Risk;
- .5 Preparing digital data for transmission to the Owner's consultants and Construction Manager at Risk, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager at Risk's submittal out of sequence from the submittal schedule agreed to by the Architect;

Init.

- .2 Responding to the Construction Manager at Risk's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager at Risk/General Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager at Risk-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Construction Manager at Risk's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager at Risk/General Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Construction Manager at Risk
- .2 twenty four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

(Paragraphs deleted)

(Table deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

(Paragraphs deleted)

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

(Paragraph deleted)

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraph deleted)

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraphs deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Construction Manager at Risk/General Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager at Risk, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager at Risk/General Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

(Paragraphs deleted)

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Construction Manager at Risk' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Construction Manager at Risk's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

(Paragraphs deleted)

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager at Risk, Sub Contractors, Sub-subcontractor, and material or equipment suppliers, as well as the Owner's consultants and separate Contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

(Paragraphs deleted)

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the Construction Manager at Risk, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager at Risk, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

(Paragraphs deleted)

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Other (Specify)

§ 8.3 ARBITRATION

(Paragraphs deleted)

§ 8.3.1

Any controversy or claim arising out of or related to this Agreement involving an amount of less than \$5,000 must be heard in the Small Claims Division of the District Court in Watauga County, NC. Any controversy or claim arising out of or related to this Agreement which is over the dollar limit of the Small Claims Court must be submitted to mediation by a mediator acceptable to both parties. In the event the parties cannot agree upon a mediator the resident Senior Superior Court Judge for Watauga County shall be authorized to select a mediator. In the event that the dispute cannot be resolved by mediation, the controversy must be submitted to binding arbitration in accordance with the North Carolina Arbitration Act, by an arbitrator acceptable to both parties. In the event the parties cannot agree upon an arbitrator, the Resident Senior Superior Court Judge for Watauga County shall be authorized to select an arbitrator.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

(Paragraphs deleted)

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

(Paragraphs deleted)

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and Construction Manager at Risk/General Contractor whose contracts include similar restrictions on the use of confidential information.

§ 10.9 Unless specified otherwise, the Architect shall provide documents, including submittals to the Owner and approval agencies, and bid or Contract Documents to the Construction Manager at Risk/General Contractor electronically in PDF format, with a single PDF file for each drawing. Provision of paper copies of documents, including labor and reproduction expenses is available as an Additional Service in accordance with the provisions of Section 4.3.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Stipulated or lump sum for Programming in the amount of \$25,000 plus Basic Design Services based on Construction Fee of 8.5%

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Negotiated lump sum or hourly as mutually agreed at the time the Architect is requested to perform the services. Compensation on an hourly basis shall be based on the Architect's standard hourly rates at the time the Additional Services are performed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty	percent (	20	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty	percent (	30	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty five	percent (25	%)

Total Basic Compensation	one hundred	percent (100	%)
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(Paragraphs deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached Exhibit B

(Table deleted)

(Paragraphs deleted)

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

(Paragraphs deleted)

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, standard form documents;
- .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .4 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .5 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
- .6 All taxes levied on professional services and on reimbursable expenses;
- .7 Site office expenses; and
- .8 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10 %) of the expenses incurred. No back up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100 per monthly invoice requiring verification.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Twenty five percent (25%) of the sum of the Architect’s compensation for Basic Services and Additional Services, to be paid concurrently with the notice of termination to the Architect.

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraphs deleted)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

one % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Construction Manager at Risk/General Contractor

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for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Paragraph deleted)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A- Proposal letter dated September 12, 2022
Exhibit B- Standard Hourly rates for Clark Nexsen

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

Chadwick S Roberson, AIA LEED AP BD+C
Managing Principal

(Printed name and title)

(Printed name and title)

(Table deleted)(Paragraphs deleted)

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AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Recommended Contract Award for Employee Medical, Dental, and Life Insurance*****MANAGER'S COMMENTS:**

Renewal rates were received for medical, dental, and life insurance benefits. The initial renewal rate received from CIGNA for medical insurance was a 19.75% increase. Further negotiations and analysis of additional claims reduced the increase to 4.96%.

The initial renewal rate received from Ameritas for dental insurance was a 12.5% increase. After further negotiations the increase was reduced to 9.5% for dental insurance.

The renewal rate received from Symetra for life insurance reflected a \$6,438.48 increase in annual premiums. After further negotiations and discussions, The Standard Insurance Company came back with a renewal of our current plan with a reduced increase of \$3,627.60 in annual premiums.

Benefits and premiums will remain unchanged with Community Eye Care for vision insurance.

Staff recommends CIGNA's Level Funding plan for the County's medical insurance with a 4.96% increase and for the County to fund \$1,000 into each eligible employee's HSA account. Staff further recommends Ameritas with at 9.5% increase for dental insurance, The Standard for life insurance with a \$3,627.60 increase in annual premiums, and Community Eye Care to continue as the carrier for vision insurance.

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



PLAN UPDATE

2023 Renewals – Medical, Dental, and Term Life



October 3, 2022

2023 Renewal – Medical Plan



		2022 - CIGNA		CIGNA Original 2023 Renewal		CIGNA Second Revision 2023 Renewal			
Plan Design		HSA		HSA		HSA			
		In-Network		In-Network		In-Network			
Primary Care Physician		Deductible/20%		Deductible/20%		Deductible/20%			
Specialist Physician		Deductible/20%		Deductible/20%		Deductible/20%			
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/20%		Deductible/20%		Deductible/20%			
Out-patient Hospital Services		Deductible/20%		Deductible/20%		Deductible/20%			
Urgent Care		Deductible/20%		Deductible/20%		Deductible/20%			
Emergency Room		Deductible/20%		Deductible/20%		Deductible/20%			
Pharmacy		Deductible/20%		Deductible/20%		Deductible/20%			
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	239	\$816.31	\$195,098.09	\$979.02	\$233,985.78	119.93%	\$857.13	\$204,854.07	105.00%
Employee/Spouse	3	\$1,773.05	\$5,319.15	\$2,126.47	\$6,379.41	119.93%	\$1,861.73	\$5,585.19	105.00%
Employee/Child(ren)	26	\$1,214.68	\$31,581.68	\$1,456.79	\$37,876.54	119.93%	\$1,275.44	\$33,161.44	105.00%
Employee/Family	1	\$2,506.09	\$2,506.09	\$3,005.61	\$3,005.61	119.93%	\$2,631.44	\$2,631.44	105.00%
Monthly Cost	269		\$234,505.01		\$281,247.34	119.93%		\$246,232.14	105.00%
Annual Cost		Includes Consulting Fee	\$2,839,560.12	Includes Consulting Fee	\$3,400,468.08		Includes Consulting Fee	\$2,980,285.68	
					119.75%			104.96%	

2023 Renewal – Dental Plan



		Ameritas Current		Ameritas Renewal		Ameritas Revised Renewal	
		Passive PPO		Passive PPO		Passive PPO	
		Preventive		Preventive		Preventive	
Exams		100%		100%		100%	
Cleanings		100%		100%		100%	
X-Rays		100%		100%		100%	
Fluoride Treatment		100%		100%		100%	
Space Maintainers		100%		100%		100%	
Sealants		100%		100%		100%	
		Basic		Basic		Basic	
Fillings - Amalgams/Composite		80%		80%		80%	
Simple Extractions		80%		80%		80%	
Surgical Extractions		80%		80%		80%	
Endodontics		80%		80%		80%	
Periodontics		80%		80%		80%	
Anesthesia		80%		80%		80%	
		Major		Major		Major	
Denture & Crown Repair		50%		50%		50%	
Crowns/Inlays/Onlays		50%		50%		50%	
Dentures		50%		50%		50%	
Fixed Bridges		50%		50%		50%	
Implants		50%		50%		50%	
		\$50 - Individual \$150 - Family		\$50 - Individual \$150 - Family		\$50 - Individual \$150 - Family	
Annual Deductible (Does not apply to preventive services)							
Annual Maximum		\$1,500		\$1,500		\$1,500	
		In - Contracted Rate Out - 90th UCR		In - Contracted Rate Out - 90th UCR		In - Contracted Rate Out - 90th UCR	
UCR Percentage							
		Yes		Yes		Yes	
Premium Stabilization Reserve							
Monthly Premium							
Employee	283	\$27.80	\$7,867.40	\$31.28	\$8,852.24	\$30.44	\$8,614.52
Spouse only	27	\$47.24	\$1,275.48	\$53.16	\$1,435.32	\$51.72	\$1,396.44
Child(ren) only	20	\$47.24	\$944.80	\$53.16	\$1,063.20	\$51.72	\$1,034.40
Family only	14	\$96.42	\$1,349.88	\$108.48	\$1,518.72	\$105.60	\$1,478.40
Total Monthly Premium			\$11,437.56		\$12,869.48		\$12,523.76
Increase in Premium							
Rate Guarantee		N/A		1 year	112.5%	1 year	109.5%

- The Cigna contract is a Level Funding Arrangement. The maximum liability is based on the rates provided. If the plan runs better than expected, Cigna and the Policyholder split the proceeds, 50%/50%.

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

b

2023 Renewal – Term Life



Watauga County, NC - Group Life Renewal - Alternate Plan Design							
	Symetra - Current Plan			Symetra - Alternate		The Standard - Alternate	
	Current Volume	Monthly Rate per \$1,000		Monthly Rate per \$1,000		Monthly Rate per \$1,000	
Basic Life	\$13,505,000	\$0.065	\$877.83	\$0.102	\$1,409.64	\$0.085	\$1,175.30
Basic AD&D	\$13,505,000	\$0.015	\$202.58	\$0.015	\$207.30	\$0.015	\$207.41
				\$13,820,000.00		\$13,827,000.00	
Total Monthly Premium			\$1,080.40		\$1,616.94		\$1,382.70
Total Annual Premium			\$12,964.80		\$19,403.28		\$16,592.40
Annual Increase			N/A		\$6,438.48		\$3,627.60
Basic Life Benefit		1 X salary rounded to the higher \$1,000, to a maximum of \$80,000		1 X salary rounded to the higher \$1,000, to a maximum of \$150,000		1 X salary rounded to the higher \$1,000, to a maximum of \$160,000	
Waiver of Premium		to SSNRA		to SSNRA		to SSNRA	
Accelerated Benefit Option		Included		Included		Included	
Conversion		Included		Included		Included	
Portability		Not Included		Not Included		Included	
Age Reductions		to 65% at age 65, 50% at age 70 and 25% at age 75		to 65% at age 65, 50% at age 70 and 25% at age 75		to 65% at age 65, 50% at age 70 and 25% at age 75	
Voluntary Life	Age						
Employee/Spouse	under 25	\$0.09		\$0.09		\$0.09	
Based on Ee age	25 - 29	\$0.09		\$0.09		\$0.09	
	30 - 34	\$0.10		\$0.10		\$0.10	
	35 - 39	\$0.12		\$0.12		\$0.12	
	40 - 44	\$0.18		\$0.18		\$0.18	
	45 - 49	\$0.31		\$0.31		\$0.31	
	50 - 54	\$0.53		\$0.53		\$0.53	
	55 - 59	\$0.81		\$0.81		\$0.81	
	60 - 64	\$1.19		\$1.19		\$1.19	
	65 - 69	\$1.86		\$1.86		\$1.86	
	70 - 74	\$3.67		\$3.67		\$3.67	
	75 +	\$6.02		\$6.02		\$3.67	
Employee Voluntary Life Benefit		Increments of \$5,000 to the lesser of 5 X salary or \$300,000		Increments of \$5,000 to the lesser of 5 X salary or \$300,000		Increments of \$5,000 to the lesser of 8 X salary or \$300,000	
Employee Voluntary Life Guaranteed Issue		\$200,000 or 5 X salary		\$200,000 or 5 X salary		\$200,000	
Spouse Voluntary Life Benefit		Increments of \$5,000 up to \$150,000, not to exceed 50% of Ee amount		Increments of \$5,000 up to \$150,000, not to exceed 50% of Ee amount		Increments of \$5,000 up to \$150,000, not to exceed 50% of Ee amount	
Spouse Voluntary Guaranteed Issue		\$30,000		\$30,000		\$30,000	
Child Voluntary Coverage		14 days to 6 mo. - \$250 6 months + - \$10,000 \$0.20 per \$1,000		14 days to 6 mo. - \$250 6 months + - \$10,000 \$0.20 per \$1,000		live birth + - \$10,000 \$0.20 per \$1,000	
Waiver of Premium		to SSNRA		to SSNRA		to SSNRA	
Accelerated Benefit Option		Included		Included		Included	
Conversion		Included		Included		Included	
Portability		Included		Included		Included	
Age Reductions		Same as Basic Life		Same as Basic Life		Same as Basic Life	
Grandfather current amounts		N/A		N/A		Yes	
Rate Guarantee		N/A		2 years		3 years	

- While no 2 contracts are exact word for word, The Standard's intent is to include the current benefits and provisions to the best of their ability..
 We sent the plan to other carriers: Lincoln Financial, NY Life, The Hartford and Reliance Standard did not quote, based on not being competitive. MetLife (.15 & .015), OneAmerica (.20 & .02) and Securian (.14 & .015) provided proposals but were not competitive.

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AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Budget Amendment

MANAGER'S COMMENTS:

Board approval is requested to record the land donated by the Watauga County School Board for the Valle Crucis School and to move funds from the CIP for Valle Crucis School expenditures.



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

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Samantha Jones, Finance Director
SUBJECT: Budget Amendments
DATE: October 13, 2022

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>
505914	457000	Valle Crucis School land	1,105,000	
505839	384000	Valle Crucis School donations		1,105,000
505914	457000	Valle Crucis School land	200,000	
503980	398121	Transfer from Capital Projects Fund		200,000
213991	399101	Fund Balance Appropriation		200,000
219800	498010	Transfer to General Fund	200,000	

To record the land donated from the Watauga County School Board for the Valle Crucis School and to move funds from CIP for Valle Crucis School expenditures.

AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Proposed Extension to the Current Forest Service Lease

MANAGER'S COMMENTS:

The Forest Service is requesting an extension on the lease to use office space at the cooperative extension building. The lease is set to expire on September 30, 2022. The Forest Service is requesting to extend the lease through June 30, 2023. All terms and conditions will remain the same. A 10-day notice has been given for the resolution and the lease is ready for adoption.

Board approval, contingent upon County Attorney review, will be required to approve the lease and completion of PO-28 Lease Proposal Form after the adoption by the Board.

Staff seeks direction from the Board.



Steven W. Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
Property and Construction Division

Andrew A. Meier
Director

8/9/2022

RE: Notification for Holdover

Dear Town Manager,

The North Carolina Department of Agriculture & Consumer Services (NCDA&CS) has been leasing a portion of the Watauga County Office space located at 971 King Street Boone NC and as you know, the lease will be expiring on 9/30/2022. We are writing to request a holdover on the lease agreement until June 30, 2023. The NCDA & CS's will still have the remaining lease in effect and follow all the current lease terms.

Thank you for considering this request and for supporting the North Carolina Department of Agriculture and Consumer Services and the N.C Forest Service Division. If you have any questions, please do not hesitate to call me at 919-707-3167.

Sincerely,

Wendy Dudka
Real Property Agent
NCDA&CS Property & Construction Division
1001 Mail Service Center
Raleigh, NC 27699

(919) 707-3167
Wendy.dudka@ncagr.gov

STATE OF NORTH CAROLINA**COUNTY OF WATAUGA****Resolution of Watauga County Board of County Commissioners**

Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on September 20, 2022, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the North Carolina Department of Agriculture and Consumer Services, for the Forest Service Office, that certain office space in the building known as the East Annex (the "Leased Premises") located at 971 West King Street, Boone, NC 28607 (the "Property") in Watauga County, North Carolina, and being approximately 140 square feet of office space, for a term ending June 30, 2023, unless either Watauga County or the North Carolina Department of Agriculture and Consumer Services gives written notice no less than thirty (30) days that the other party intends to terminate the lease early. The rent to be paid by the North Carolina Department of Agriculture and Consumer Services to Watauga County during the term of the lease is Four Thousand Eight Hundred Dollars (\$4,800.00) per annum pro rata. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 20th day of September, 2022.

Billy Kennedy, Chairman
Watauga County Board of County Commissioners

ATTEST:
Anita Fogle, Clerk to the Board

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between, **THE COUNTY OF WATAUGA**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA** through the North Carolina Department of Agriculture & Consumer Services 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 April 1, 2003

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated the 26th day of March, 1982; 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 Township of **Boone, County of Watauga**, North Carolina, more particularly described as follows:

that certain office space in the building known as the West Annex (the "Leased Premises") located at 971 West King Street, Boone, NC 28607 (the "Property") in Watauga County, North Carolina,

The above contains approximately 140 square feet of office space.

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

1. The term of this lease shall be for a period of **Two (2) Years** commencing on the **1st** day of **October, 2022**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th** day of **June, 2023**.
2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of Four Thousand Eight Hundred (**\$4,800.00**) Dollars annually, pro rata.
3. Lessor grants free and unrestricted ingress and egress to the Premises during the term of this lease and any renewals thereof.

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 an operative condition. 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. 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, suitable for the purposes for which the leased premises will be used by Lessee.

6. Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures, 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.

7. If the said premises be destroyed by flood 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 flood 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 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 damages suffered by Lessee which are 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. 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 sixty (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 at **Watauga County, 842 West King Street, Suite 1, Boone, North Carolina 28807**; the Lessee at **NC Department of Agriculture & Consumer Services, Attn: Real Property Agent, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001**. 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. 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.

16. Lessee shall not assign this lease or sublet any part of the Leased Premises without the written consent of the Lessor.

17. Lessor agrees that the Lessee's decision to self insure satisfies all insurance requirements of this lease applicable to the Lessee.

18. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the Act. Accordingly, the Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.

19. This Lease Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Lessor and Lessee and their respective legal representatives, successors and permitted assigns.

20. Lessor understand and acknowledges that Lessee will use the Premises as a county headquarters site.

21. It is understood and agreed that Lessee shall the right to remove from the Premises all items of personal property and other items used in connection with Lessee's operations on the Premises belonging to Lessee. Lessor shall be responsible for all storm water fees and real property taxes assessed against the Premises.

22. If Lessee is unable to secure all necessary permits or governmental approvals to construct or install its desired improvements on the Premises, then Lessee, at its option and in its sole discretion, may terminate this lease without any further obligation hereunder.

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

LESSEE:

STATE OF NORTH CAROLINA

By: _____ (SEAL)

Richard H. Clark
Director
NCDA&CS Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that **Richard H. Clark** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 20__.

Notary Public
Printed Name: _____

My Commission expires _____

LESSOR: County of Watauga

By: _____ (SEAL)
Signature

Print Name and Title

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, Manager of _____ personally came before me this day and acknowledge the due execution of the foregoing instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 20__.

Notary Public
Printed Name: _____

My Commission expires _____

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AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Proposed Amendments to Public Comment Rules

MANAGER'S COMMENTS:

The County's current public comment rules were adopted prior to each meeting having a public comment period.

Staff is requesting the Board adopt the updated public comment rules to reflect the change that has been in place for several years.

WATAUGA COUNTY BOARD OF COMMISSIONERS PUBLIC COMMENT RULES

At the April 16, 2002 Watauga County Board of Commissioners meeting the Board established the following policy for public comment before the Board.

- The Board does hereby establish a time period of *up to* sixty (60) minutes, for an open forum, at the end of its ~~second~~ *each* regular meeting ~~in each month~~ to hear citizen comments.
- Length of comment for each speaker may be limited to 2-5 minutes as decided per meeting.
- Comments are to be directed to the Board as a whole. The forum is intended to provide the Board of Commissioners an opportunity to hear citizens. It is not intended to subject the Board to answering impromptu questions. Citizens will be expected to be civil in their language and presentation and not to engage in slander or name-calling.
- During the ~~60-minute~~ open forum, speakers should not discuss any of the following:
 - a. Matters which concern the candidacy of any person seeking public office, including of the person addressing the Board;
 - b. Matters in current or anticipated litigation.

Any citizen wishing to address the Board during the ~~60-minute~~ open forum shall either call the Clerk to the Board any time prior to the regular scheduled meeting, or may sign a speaker's list prior to the commencement of the meeting. Speakers will be asked to identify themselves and to specify the subject matter of comments to be made.

§ 160A-81.1. Public comment period during regular meetings.

The council shall provide at least one period for public comment per month at a regular meeting of the council. The council may adopt reasonable rules governing the conduct of the public comment period, including, but not limited to, rules (i) fixing the maximum time allotted to each speaker, (ii) providing for the designation of spokesmen for groups of persons supporting or opposing the same positions, (iii) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall, and (iv) providing for the maintenance of order and decorum in the conduct of the hearing. The council is not required to provide a public comment period under this section if no regular meeting is held during the month. (2005-170, s. 3.)

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AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

F. November Meeting Schedule

MANAGER'S COMMENTS:

The Commissioners Board Room will be used as a polling site for one-stop voting in November. Staff recommends cancelling the November 1, 2022 meeting. The second meeting is scheduled for Tuesday, November 15, 2022. A special meeting could be called if necessary.

Board action is required to cancel the November 1, 2022 meeting.

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AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****G. Boards and Commissions*****MANAGER'S COMMENTS:*****Watauga Medical Center Board of Trustees***

The Watauga Medical Center Board of Trustees has recommended Sam Adams and James Deal for reappointment and Johnathon Allen for appointment as Board Trustees. Each of their terms would be effective January 1, 2023, through December 31, 2025. These are first readings.

Watauga County Adult Care Home Community Advisory Committee

High Country Council of Governments' Ombudsman, Ms. Stevie John, has requested that Ms. Glenda Hodges be considered for reappointment to serve on the Watauga County Adult Care Home Community Advisory Committee for an additional three-year term. Ms. Hodges is willing to continue to serve if so appointed. This is a first reading.



Chuck Mantooth, FACHE
President & CEO

October 4, 2022

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

Dear Deron:

The Watauga Medical Center, Inc. Board of Trustees at their September 29, 2022 meeting unanimously approved submitting the following names to be considered by the Watauga County Commissioners for appointment to the Watauga Medical Center, Inc. Board of Trustees:

Sam Adams
James Deal
Jonathon Allen

The appointment will be for a three-year term beginning January 1, 2023 and ending December 31, 2025.

Thank you for your assistance with this process and please contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chuck Mantooth", is written over a blue circular stamp.

Chuck Mantooth, President & CEO
Appalachian Regional Healthcare System, Inc.

Todd McNeill
Chair of the Board

Doug Matheson
Vice-Chair



Dennis Aldridge
Secretary

101822 BCC Meeting

Larry Fontaine
Treasurer

468 New Market Blvd.
Boone, NC 28607

www.hccog.org

Phone: 828-265-5434

Fax: 828-265-5439

September 27, 2022

Clerk to the Board
Ms. Anita J. Fogle
814 West King Street, Suite 205
Boone, North Carolina 28607

Dear Ms. Fogle:

The term of appointment of Ms. Glenda Hodges to the Watauga County Adult Care Home Community Advisory Committee has expired. She has indicated her desire to be reappointed for an additional three-year term.

Please submit Ms. Hodges name to the Commissioners for their consideration and let me know their decision at your earliest convenience. The request for renomination is attached.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stevie John".

Stevie John, MSW
Regional Long Term Care Ombudsman

NOMINATION FORM

LONG TERM CARE
COMMUNITY ADVISORY COMMITTEE

Nominee Background Information

Name Blenda J Hodger

Home Address 810 Parkcrest Rd, Phone(H) 828-264-8529
Boone, NC. Zip Code 28607

Business Address _____ Phone (W) _____
_____ Zip Code _____

Email Address _____

Occupation Homemaker

Number of hours available per month for this position whatever is needed

Education 13th grade

Business and civic experience and skills _____

Areas of expertise and interest/skills _____

THE FOLLOWING PERSONS ARE EXCLUDED BY LEGISLATION FROM SERVING ON THE COMMITTEE:

1. Persons or immediate family member of persons with a financial interest in a home served by a committee.
2. An employee or governing board member or immediate family member of an employee or governing board member of a home served by a committee. (A person paid by a home as a consultant is considered an employee).
3. The immediate family member of a patient in a home served by a committee. An "immediate family member" is defined as mother, father, sister, brother, spouse, child, grandmother, grandfather, and in-laws for the above.

I CERTIFY THAT NONE OF THE EXCLUSIONS LISTED ABOVE APPLY TO ME. I UNDERSTAND THAT I MUST NOTIFY THE OMBUDSMAN IMMEDIATELY IF MY SITUATION CHANGES WITH RESPECT TO THE ABOVE EXCLUSIONS.

Blenda J Hodger Date 9-11-2022
Signature of Applicant

Nomination form submitted by: Stu Jen

Brenda Lyerly
Chair of the Board

Johnny Riddle
Vice-Chair



Chris Jones
Secretary

Valerie Jaynes
Treasurer

468 New Market Blvd.
Boone, NC 28607

www.regiond.org

Voice: 800-735-8262

Phone: 828-265-5434
Fax: 828-265-5439

September 7, 2022

Glenda Hodges
810 Parkcrest Drive
Boone, NC 28607

Dear Glenda,

According to my records your term on the Community Advisory Committee will expire June 2022. We value you as a committee member and hope that your schedule will permit you to continue to serve. Please indicate your preference on the tear-off sheet and return it to me in the enclosed envelope as soon as possible.

Attached is a re-nomination form which must be submitted to the County Commissioners for your reappointment to the committee. Please complete this form and return it to me along with the bottom portion of this letter.

If you have any questions or if the information we have is incorrect, please do not hesitate to call.

Sincerely,

Stevie John

Regional Ombudsman

Enclosures: Re-nomination form, return envelope

Yes, I wish to continue to serve as a member of the CAC. Please have the Commissioners re-appoint me for three more years.

No, I am unable to continue to serve.

Name Glenda J Hodges

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AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****H. Announcements*****MANAGER’S COMMENTS:**

Attorney General Stein will be visiting with leaders in Watauga County on October 26, 2022, from 1:00 P.M. to 2:00 P.M. in the Community Room at the Community Recreation Center to discuss the National Opioid Settlement funds. This meeting will be open to the media as well so that we can continue to spread these important messages and help as many people get help as possible.

The Watauga County Parks and Recreation Department has scheduled a Trunk or Treat event at the Community Recreation Center (CRC) on Sunday, October 30, 2022, from 5:00 – 7:00 P.M. Contact Parks and Recreation to register your trunk for the event.

TRUNK OR TREAT



HAPPY HALLOWEEN

YOU ARE INVITED ON

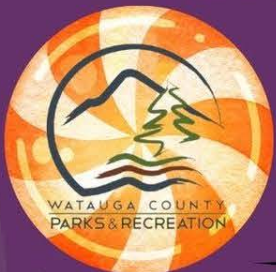
SUNDAY 10/30 5-7PM

FREE ADMISSION FOR THIS WALK THROUGH EVENT IN
 THE WATAUGA COMMUNITY RECREATION CENTER
 PARKING LOT. VENDORS, PLEASE REACH OUT TO:
KERON.POTEAT@WATGOV.ORG

231 COMPLEX DRIVE, BOONE, NC

REC.WATGOV.ORG

828.264.9511



AGENDA ITEM 12:

PUBLIC COMMENT

AGENDA ITEM 13:

BREAK

AGENDA ITEM 14:

CLOSED SESSION

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