

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

**TUESDAY, OCTOBER 19, 2021
5:30 P.M.**

**WATAUGA COUNTY COMMUNITY RECREATION CENTER
COMMUNITY ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
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AGENDA ITEM 2:

APPROVAL OF MINUTES:

October 5, 2021, Regular Meeting

October 5, 2021, Closed Session

MINUTES**WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 5, 2021**

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

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

PRESENT: John Welch, Chairman
 Billy Kennedy, Vice-Chairman
 Larry Turnbow, Commission
 Charlie Wallin, Commissioner
 Andrea Capua, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Chairman Welch stated that Commissioner Peralion was not able to attend due to the recent loss of her mother. The Chairman shared, for those who may be interested, that memorials could be made to the Watauga Humane Society or The Children's Playhouse.

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

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the September 21, 2021, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the September 21, 2021, regular meeting minutes as presented.

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

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the September 21, 2021, closed session minutes as presented.

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

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the October 5, 2021, agenda.

County Manager Geouque requested to add consideration of funding for a graduate assistant to assist with an update of a well study and the acceptance of 911 grant funding.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the October 5, 2021, agenda as amended.

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

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

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

REQUEST TO SCHEDULE A PUBLIC HEARING TO ALLOW PUBLIC COMMENT ON PROPOSED AMENDMENTS TO THE WATAUGA COUNTY PLANNING & DEVELOPMENT ORDINANCE

Mr. Joe Furman, Planning and Inspections Director, presented proposed amendments to Chapters 7, 8, 9, and 21 of the Planning & Development Ordinance. The proposed amendments were presented to the Planning Board on September 20, 2021, at which time they were discussed. The Planning Board approved the amendments and recommended a public hearing be scheduled by the Board of Commissioners to allow public comment on the proposed amendments to the Watauga County Planning & Development Ordinance.

Mr. Furman stated that the earliest time the hearing could be scheduled, to meet notice requirements, would be November 2, 2021; however, the Valle Crucis Historic Preservation Commission (VCHPC) was scheduled to meet that evening to consider a Certificate of Appropriateness for the new Valle Crucis School. Mr. Furman stated that he would need to attend the VCHPC meeting but was not required to attend the public hearing. The public hearing could be held on November 16, if the Board wished to cancel the November 2 Commissioners' meeting to attend the VCHPC meeting.

Mr. Furman reviewed the proposed amendments. The Flood Damage Prevention model included some optional provisions that were designed to provide a higher level of protection from flooding events or to reduce flood insurance rates for owners, or both. The Planning Board was recommending some, but not all of these options. As mentioned, the County was not required to fully comply with the Water Supply Watershed model ordinance, other than a few mandatory provisions, but the Planning Board recommended some other components of the model believed to be more user-friendly than the current regulations. Compliance with the Sedimentation and Erosion Control model ordinance was mandatory and the Planning Board was not proposing

anything other than the changes incorporated therein. Amendments to Chapter 7, Definitions, were also proposed in order to comply with the model ordinances. The majority of the proposed amendments to the four chapters were mandatory.

Commissioner Wallin, seconded by Commissioner Turnbow, moved to schedule a public hearing on Tuesday, November 16, 2021, at 5:30 P.M. to allow citizen comment on the proposed amendments to the Watauga County Planning & Development Ordinance.

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

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to amend the agenda to add, under Miscellaneous Administrative Matters, the consideration of cancelling the November 2, 2021, meeting of the Board of Commissioners.

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

County Attorney di Santi shared appreciation for Mr. Joe Furman and his staff for the excellent work performed when recently compiling several ordinances to create the Watauga County Planning & Development Ordinance. The work performed by staff was perfect and saved the County the costs that would have been associated with having a third party perform the task.

PROJECT ON AGING MATTERS

A. Request for Acceptance of the FY 2022 Senior's Health Insurance Information Program (SHIIP) Grant/Contract

Ms. Angie Boitnotte, Director of Project on Aging (POA), requested the acceptance of the FY 2022 grant/contract for the Senior's Health Insurance Information Program (SHIIP). The grant was in the amount of \$5,173 and required no County funds. The funds would be used to provide assistance and outreach to low-income citizens.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to accept the Senior's Health Insurance Information Program (SHIIP) grant in the amount of \$5,173.

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

B. Proposed Allocation of Consolidated Appropriations Act, 2021 Supplemental Nutrition Funding (HDC5)

Ms. Boitnotte requested the Board accept the allocation plan for the Supplemental Nutrition Funding (HDC5), approved at the July 20, 2021 Board meeting, in the amount of \$23,592. The proposed allocation was as follows:

Service	Unit Based Allocation	Non-Unit Based Allocation	Totals
Congregate Meals	\$10,000	\$2,000	\$12,000
Home Delivered Meals	\$9,592	\$2,000	\$11,592
TOTALS	\$19,592	\$4,000	\$23,592

No matching funds were required and the funds must be expended by September 30, 2022.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the allocation of Supplemental Nutrition Funding (HDC5) in the total amount of \$23,592.

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

EMERGENCY SERVICES MATTERS

A. Request to Purchase Radios

Mr. Will Holt, Emergency Services Director, requested approval for the purchase of seven (7) radios for a total of \$40,000. The radios include five (5) APX6000 portables, one (1) APX8500, and one (1) APX Console. Adequate funds have been budgeted to cover the expenditure.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the radio purchase as requested by Mr. Holt.

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

B. Proposed 1st Amendment to Communication Facility Easement Agreement with AT&T

Mr. Holt requested approval of a lease extension with AT&T for communications equipment located at Rocky Knob Park. The initial lease was for ten (10) years starting at \$500 per month. The new lease would be \$580 per month for five (5) years with a 3% escalator. Mr. Holt stated that AT&T requested the shortened term.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the lease extension with AT&T as presented by Mr. Holt.

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

C. Proposed Acceptance of 911 Board Grant Funding

Mr. Holt requested acceptance of a grant awarded by the North Carolina 911 Board, in the amount of \$154,130.86, for the purpose of replacing the four consoles in the Communications Center with MCC7500s. The grant would fund the balance, not covered by the 911 Surcharge Fund, for the replacement of the consoles; therefore, netting zero capital cost to the County for the equipment.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to accept the North Carolina 911 Board grant funds in the amount of \$154,130.86 as presented by Mr. Holt.

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

County Manager shared his appreciation for Mr. Holt who reached to secure these funds; a task which had not been done for the County in the past twenty years.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Consideration of Cancelling the November 2, 2021, Board Meeting

Discussion was held regarding the consideration of cancelling the November 2, 2021, due to the schedule conflict with the Valle Crucis Historic Preservation Commission (VCHPC) meeting at which the Certificate of Appropriateness would be heard for the new Valle Crucis School.

The County Manager stated that he had hoped to attend the VCHPC meeting. Chairman Welch stated that it would be beneficial for the County Attorney to attend the VCHPC meeting as well.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to cancel the November 2, 2021, Board of Commissioners meeting.

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

Chairman Welch and Commissioner Wallin also would attend the VCHPC meeting as they were members of the committee planning for the new school. The other three Commissioners would not attend.

B. Announcements

County Manager Geouque announced the following:

- Due to the Commissioners' Board Room being used as an official polling site during One-Stop Voting and Election Day, the Board of Commissioners meeting scheduled for Tuesday, October 19, 2021, would be held in the Community Room at the Community Recreation Center. The meeting was scheduled to begin at 5:30 P.M.
- The November 2, 2021, meeting of the Board of Commissioners has been cancelled.
- The Watauga County Parks and Recreation Department has scheduled a Trunk or Treat event at the Community Recreation Center (CRC) on Sunday, October 31, 2021, from 6:00 – 8:00 P.M. Contact Parks and Recreation to register your trunk for the event.

C. Consideration of Funding for A Graduate Assistant to Assist with an Update of A Well Study

County Manager Geouque stated that a study of wells was compiled in 2010/2011 and was being updated. Funding was being requested, in the amount of \$1,500 to \$2,000 for a graduate student to assist with the update.

Commissioner Turnbow stated that he and Mr. Joe Furman had been in contact with Ms. Julie Wiggins, Executive Director of High Country Council of Governments, and Dr. Anderson, Appalachian State University Professor, in regards to the study being updated and requested \$1,500 be set aside for the update.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to direct the County Manager to set aside \$1,500 for the project of updating the well study.

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

PUBLIC COMMENT

There was no public comment; however, Chairman Welch welcomed Appalachian State University students who were in attendance to observe the meeting as part of a class assignment.

CLOSED SESSION

At 6:26 P.M., Commissioner Turnbow, seconded by Commissioner Wallin, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

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

Commissioner Kennedy, seconded by Commissioner Turnbow, moved to resume the open meeting at 7:26 P.M.

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

ADJOURN

Commissioner Wallin, seconded by Commissioner Turnbow, moved to adjourn the meeting at 7:26 P.M.

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

John Welch, Vice-Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE OCTOBER 19, 2021, AGENDA

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AGENDA ITEM 4:

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

MANAGER'S COMMENTS:

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

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

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AGENDA ITEM 5:

UPDATE FROM VAYA HEALTH

MANAGER'S COMMENTS:

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

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AGENDA ITEM 6:

PLANNING AND INSPECTIONS MATTERS

A. Proposed Change Order # 4 for Middle Fork Greenway

MANAGER'S COMMENTS:

Mr. Joe Furman, Planning and Inspections Director, will request the Board approve Change Order #4 for the Middle Fork Greenway Section 4 project in the amount of \$3,789. The change order covers the removal of a pine tree and shrubs, addition of a split rail fence, bollard and 2 boulders.

Board action is required to approve Change Order #4 in the amount of \$3,789 with the funds to come from the Blue Ridge Conservancy.



3632 Old 421 South
 Boone, NC 28607
 Phone: (828) 264-7103
 Fax: (828) 264-7107

Change Order 004

TO: Teresa Buckwalter
FROM: Kevin Harward
SUBJECT: Misc. extra items
DATE: 9/17/2021

NOTE: CO 004

Project: Middle Fork Greenway

This change order request is for the removal of a pine tree and burning bush shrubs on Donovan Phillips' property next to the trail. Also included is additional split rail fence near our staging area and pond area. A new removable bollard and 2 boulders will be added near the Niley Cook parking lot per the request of Wendy Patoprsty. Also we are including a deduct for the landscaping changes that have been made in the project.

	<u>Equipment and Labor</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>30% Burden</u>	<u>Amount</u>
1	Cut tree and shrubbery					
	a. Labor	18.00	HR	\$40.00	\$0.00	\$720.00
	b. Cat 306 trackhoe	6.00	HR	\$115.00	\$0.00	\$690.00
	c. Ton truck for haul	3.00	HR	\$60.00	\$0.00	\$180.00
2	Additional split rail fence					
	a. Split rail fence	150.00	LF	\$23.00	\$0.00	\$3,450.00
3	Install 2 boulders and removable bollard					
	a. 2 additional boulders	2.00	EA	\$150.00	\$0.00	\$300.00
	b. bollard purchase	1.00	EA	\$1,350.00	\$0.00	\$1,350.00
	c. bollard labor install	8.00	HR	\$40.00	\$0.00	\$320.00
	d. bollard install materials	1.00	LS	\$225.00	\$0.00	\$225.00
4	Landscaping deductions					
	a. Landscaping deductions	1.00	LS	-\$3,446.00	\$0.00	-\$3,446.00

TOTAL: \$3,789.00

ACCEPTANCE OF PROPOSAL

Client Signature

J.W. Hampton Company Signature

Owner / Representative

Date

Kevin Harward

Date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

AGENDA ITEM 6:

PLANNING AND INSPECTIONS MATTERS

B. Request to Include Additional Amendments to the Public Hearing for Citizen Comment on Proposed Amendments to the Watauga County Planning & Development Ordinance

MANAGER'S COMMENTS:

Mr. Furman will request the Board add additional changes to the development regulations that the North Carolina General Assembly is requiring. Mr. Furman is requesting the additional changes be incorporated into the previous ones recommended at the last meeting. Mr. Furman will be present to discuss the additional changes.

Board action will be required to incorporate the additional changes as presented by Mr. Furman.



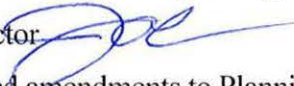
WATAUGA COUNTY

126 Poplar Grove Connector, Suite 201 Boone, NC 28607

Department of
Planning & Inspections

Phone (828) 265-8043
TTY 1-800-735-2962
Voice 1-800-735-8262
or 711
FAX (828) 265-8080

Memorandum

Date: October 11, 2021
To: Board of Commissioners, County Manager
From: Joe Furman, Director 
RE: Additional required amendments to Planning & Development Ordinance

Session Law 2021-138, ratified August 25, 2021 and signed into law September 2, 2021 contains a provision in Part XIII that “decriminalizes” local ordinances, and takes effect December 1, 2021. Here the link to a UNC School of Government blog describing the law: [Legislature Decriminalizes Local Ordinances - Coates' Canons Coates' Canons \(unc.edu\)](#). The law requires the County to amend the Planning & Development Ordinance to remove all references to using criminal enforcement procedures. The law does not affect the County’s ability to use civil penalties. As a practical matter, we almost exclusively use civil penalties when any penalties are necessary. I request that these amendments be considered during the previously scheduled November 16, 2021 public hearing to consider other amendments to that ordinance. Reference is made to misdemeanors and criminal penalties on the following pages and must be removed/replaced: Table of Contents p. v, and pp. 20, 97, 98, 100, 101, 111, 113, 173, 175, 176, 177, 179, 180, 182, 183. These pages are attached and changes are indicated by strike-throughs and red ink.

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electronic delivery, or first-class mail. The person or persons delivering the stop work order shall certify to the local government that the order was delivered and that certificate shall be deemed conclusive in the absence of fraud. Except as provided by G.S. 160D-1112 and G.S. 160D-1208, a stop work order may be appealed pursuant to G.S. 160D-405. No further work or activity shall take place in violation of a stop work order pending a ruling on the appeal. Violation of a stop work order shall constitute a Class 1 misdemeanor.

Article IV Remedies

Subject to the provisions of the development regulation, any development regulation adopted pursuant to authority conferred by N.C.G.S. 153A-121 or N.C.G.S. 160D, or any State law delegated to the County for enforcement purposes in lieu of the State may be enforced by any remedy provided by N.C.G.S. 160A-175 or N.C.G.S. 153A-123. If a building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, or land is used or developed in violation of any development regulation or other regulation made under authority of the cited statutes, the County, in addition to other remedies, may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, use, or development; to restrain, correct or abate the violation; to prevent occupancy of the building, structure, or land; or to prevent any illegal act, conduct, business, or use in or about the premises.

Article V Penalties

Any person, firm or corporation who violates any provision of any article of this ordinance, or NCGS 160D, Article 11; or who shall violate or fail to comply with any order made there under; or who shall continue to work upon any structure after having received written notice from the Ordinance Administrator or Building Inspector to cease work, ~~shall, upon conviction, be guilty of a misdemeanor and shall be punishable by a fine not to exceed fifty (\$50.00) dollars, or imprisonment not to exceed thirty days. Each day such violation shall be permitted to exist shall constitute a separate offense. Notice of violation shall be sufficient if directed to the owner, the agent of the owner, or the contractor and left at his known place of residence or place of business. In lieu of or in addition to the criminal penalties outlined above,~~ a person violating this ordinance may be subject to a civil penalty, under N.C.G.S. 153A-123(c), in the discretion of the Board of County Commissioners, not to exceed \$100.00. No penalty shall be assessed prior to notice to the violator. For every day a violator is in violation of this ordinance, it may be considered a separate offense. If the violator does not

Section 2. Willful Resistance, Delay or Obstruction.

No person shall willfully resist, delay, or obstruct an authorized representative, employee, or agent of the County while that person is inspecting or attempting to inspect a land-disturbing activity under this section.

Section 3. Notice of Violation.

If the County determines that a person engaged in land-disturbing activity has failed to comply with the Act, this chapter, or rules, or orders adopted or issued pursuant to this chapter, a notice of violation shall be served upon that person. The notice may be served by any means authorized under GS 1A-1, Rule 4. The notice shall specify a date by which the person must comply with the Act, or this ordinance, or rules, or orders adopted pursuant to this chapter, and inform the person of the actions that need to be taken to comply with the Act, this chapter, or rules or orders adopted pursuant to this chapter. Any person who fails to comply within the time specified is subject to additional civil ~~and criminal~~ penalties for a continuing violation as provided in G.S. 113A-64 and this chapter.

Section 4. Investigation.

The County shall have the power to conduct such investigation as it may reasonably deem necessary to carry out its duties as prescribed in this chapter, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigating and inspecting the sites of any land-disturbing activity.

Section 5. Statements and Reports.

The County shall also have the power to require written statements, or filing of reports under oath, with respect to pertinent questions relating to land-disturbing activity.

Article XVIII Stop Orders

Wherever land-disturbing activity is being undertaken in a manner which is in violation of this chapter, the Watauga County Department of Planning and Inspection may order the work that is in violation to be immediately stopped. The stop order shall be in writing and directed to the person responsible for the violation, and shall state the specific work to be stopped,

the specific reasons for the stoppage, and the conditions under which the work may be resumed. Appeals from a stop order shall be made as prescribed in [Article XVI](#) of this chapter. Pending the ruling on the appeal, no further work may take place in violation of a stop order. ~~Violation of a stop order constitutes a misdemeanor.~~

In addition, in accordance with N.C.G.S. 160D-404(b), the Watauga County Building Inspectors are authorized to issue stop orders for building permits where violations of this ordinance are taking place in connection with construction authorized by the building permit.

Article XIX Revocation of Grading Permits

The Watauga County Department of Planning and Inspections may revoke and require the return of any permit by giving written notice to the permit holder, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application or plans and specifications, for refusal or failure to comply with the requirements of any applicable State or local laws or local ordinances or regulations, or for false statements or misrepresentations made in securing the permit. A permit mistakenly issued in violation of an applicable State or local law or local ordinance or regulation also may be revoked.

Article XX Building Permits

No permits for any building or structure shall be issued upon any land requiring submission of a soil erosion control plan and issuance of a grading permit until such plan is submitted and permit issued.

Article XXI Security Required

The applicant for a permit may, prior to commencing any land-disturbing activity, be required to file with Watauga County an improvement security in the form of an escrow account, surety bond, irrevocable letter of credit, or other undertaking satisfactory to the County Attorney, in an amount deemed sufficient by the Watauga County Department of Planning and Inspections, to cover all costs of protection or other improvements required to establish protective cover on the site in conformity with this chapter. Such security shall remain in force until the improvements are completed in accordance with the approved plan and said improvements are finally inspected and approved as set out in paragraph below.

Upon completion of the improvements as required by this chapter, written notice thereof shall be given by the applicant to the Department of Planning and Inspections and the Department shall cause an inspection of the

either pay the assessment, contest the assessment within 30 days by filing a petition for hearing with the County (as directed by procedures within the local ordinances or regulations adopted to establish and enforce the erosion and sedimentation control program), or file a request with the Sedimentation Control Commission for remission of the assessment within 60 days of receipt of the notice. A remission request must be accompanied by a waiver of the right to a contested case hearing pursuant to Chapter 150B of the North Carolina General Statutes and a stipulation of the facts on which the assessment was based.

- (D) Final Decision: The final decision on contested assessments shall be made by the Board of Commissioners in accordance with this ordinance.
- (E) Appeal of Final Decision. Appeal from the final decision of the Board of Commissioners shall be to the Superior Court of the county where the violation occurred. Such appeals must be made within 30 days of the final decision of the Board of Commissioners.
- (F) Collection. If payment is not received within 60 days after it is due, the County may institute a civil action to recover the amount of the assessment. The civil action may be brought in the Superior Court of the county where the violation occurred, or the violator's residence or principal place of business is located. Such civil actions must be filed within three (3) years of the date the assessment was due. An assessment that is not contested is due when the violator is served with a notice of assessment. An assessment that is contested is due at the conclusion of the administrative and judicial review of the assessment.
- (G) Credit of Civil Penalties. The clear proceeds of civil penalties collected by the County under this subsection shall be remitted to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2. Penalties collected by the County may be diminished only by the actual costs of collection. The collection cost percentage to be used shall be established and approved by the North Carolina Office of State Budget and Management on an annual basis, based upon the computation of actual collection costs by each County for the prior fiscal year.

[In any event, the cost percentage shall not exceed twenty percent (20%) of penalties collected.]

Section 2. Criminal Penalties.

~~Any person who knowingly or willfully violates any provision of this chapter, or rule or order adopted or issued pursuant to this chapter, or who knowingly or willfully initiates or continues a land-disturbing activity for~~

~~which a Plan is required except in accordance with the terms, conditions, and provisions of an approved Plan, shall be guilty of a Class 2 misdemeanor which may include a fine not to exceed \$5,000 as provided in G.S. § 113A-64.~~

Article XXIII Injunctive Relief

Section 1. Violation of Local Program.

Whenever the Board of Commissioners has reasonable cause to believe that any person is violating or threatening to violate any ordinance, rule, regulation or order adopted or issued by the County or any term, condition, or provision of an approved Plan, it may, either before or after the institution of any other action or proceeding authorized by this chapter, institute a civil action in the name of the County for injunctive relief to restrain the violation or threatened violation. The action shall be brought in the superior court of the county in which the violation is occurring or is threatened.

Section 2. Abatement of Violation.

Upon determination by a court that an alleged violation is occurring or is threatened, the court shall enter any order or judgment that is necessary to abate the violation, to ensure that restoration is performed, or to prevent the threatened violation. The institution of an action for injunctive relief under this section shall not relieve any party to the proceedings from any civil ~~or criminal~~ penalty prescribed for violations of this chapter.

Article XXIV Restoration After Non-Compliance

The County may require a person who engaged in a land-disturbing activity and failed to retain sediment generated by the activity, as required by G.S. 113A-57 (3), to restore the waters and land affected by the failure so as to minimize the detrimental effects of the resulting pollution by sedimentation. This authority is in addition to any other civil or criminal penalty or injunctive relief authorized under this chapter.

Article XXV Effective Date

February 20, 2019

Article IV, Section 4(B)(2), in order to administer the provisions of this ordinance.

- (L) When Base Flood Elevation (BFE) data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of Article IV, Section 2, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a Federal, State, or other source in order to administer the provisions of this ordinance.
- (M) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the Base Flood Elevation (BFE), advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file,
- (N) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (O) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- ~~(P)~~ Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. ~~Violation of a stop-work order constitutes a misdemeanor~~
- (Q) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false

- (3) that following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.
- (C) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of this chapter, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than one hundred-eighty (180) calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.
- (D) Appeal: Any owner who has received an order to take corrective action may appeal the order to the Board of Adjustment by giving notice of appeal in writing to the Floodplain Administrator and the Clerk to the Board of Adjustment within thirty (30) days following issuance of the final binding order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The Board of Adjustment shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- ~~(E)~~ Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the Board of Adjustment following an appeal, the owner shall be ~~guilty of a misdemeanor and shall be punished at the discretion of the court~~ **subject to civil penalties as set forth in Chapter 5 of this ordinance.**

Section 5. Variance Procedures.

- (A) The Board of Adjustment as established by Watauga County, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this chapter.
- (B) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.
- (C) Variances may be issued for:
- 1) the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum

the premises of a sexually oriented business for the purpose of insuring compliance with the law.

A person who operates a sexually oriented business or his agent or employee ~~commits a misdemeanor~~ **shall be subject to civil penalties** if he refuses to permit such lawful inspection of the premises at any time.

Article VII Expiration of License

Each license shall expire one year from the date of issuance and may be renewed only by making application as provided in [Article III](#). Application for renewal shall be made at least thirty (30) days before the expiration date, and when made less than thirty (30) days before the expiration date, the license will expire.

When the County Official denies renewal of a license, the applicant shall not be issued a license for one year from the date of denial.

Article VIII Suspension

The County Official shall suspend a license for a period not to exceed thirty (30) days if he/she determines that a licensee or an employee of a licensee has:

- (A) violated or is not in compliance with any section of this chapter;
- (B) refused to allow an inspection of the sexually oriented business premises as authorized by this chapter.

Each such determination and denial shall be documented in writing, a copy of which shall be mailed to the applicant by first class mail to address shown on the application.

Article IX Revocation

Section 1. Previous Suspension

The County Official shall revoke a license if a cause of suspension in [Article VIII](#) occurs and the license has been suspended within the preceding twelve (12) months.

Article XI Location of Sexually Oriented Businesses

Section 1. Residential Structures.

A person commits a misdemeanor if that person operates or causes to be operated a sexually oriented business within 660 feet of any residential structure.

Section 2. Non-Residential Structures.

~~A person commits a misdemeanor if the person operates or causes to be operated a~~ **No** sexually oriented business **shall be operated** within 1500 feet of:

- (A) A church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities;
- (B) A public or private educational facility including but not limited to child day care facilities, nursery schools, preschools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges, and universities; school includes the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school.
- (C) A public park or recreational area which has been designated for park or recreational activities including but not limited to a park, playground, nature trails, swimming pool, reservoir, athletic field, basketball or tennis courts, pedestrian/bicycle paths, wilderness areas, or other similar public land within the county which is under the control, operation, or management of the county park and recreation authorities;
- (D) A fire department
- (E) An entertainment business which is oriented primarily towards children or family entertainment; or
- (F) A licensed premises, licensed pursuant to the alcoholic beverage control regulations of the State.

Section 3. Proximity to Existing Sexually Oriented Business.

~~A person commits a misdemeanor if that~~ **No** person **shall** ~~causes~~ or ~~permits~~ the operation, establishment, substantial enlargement, or transfer of ownership or control of a sexually oriented business within 1500 feet of another sexually oriented business.

Section 4. Highway.

~~A person commits a misdemeanor if that~~ No person shall causes or permits the operation or establishment of a sexually oriented business on any road in Watauga County other than a federal aid primary system highway as designated by the federal government.

Section 5. Existing Sexually Oriented Business

~~A person commits a misdemeanor if that~~ No person shall causes or permits the operation, establishment, or maintenance of more than one sexually oriented business in the same building, structure, or portion thereof, or the increase of floor area of any sexually oriented business in any building, structure, or portion thereof containing another sexually oriented business.

Section 6. Measurement to Property Line.

For the purpose of [Section 2](#) of this Article, measurement shall be made in a straight line, without regard to the intervening structures or objects, from the nearest portion of the building or structure used as the part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a use listed in [Section 2](#). Presence of a city, county or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the distance requirements of this Section.

Section 7. Measurement to Structure.

For purposes of [Section 1](#) & [3](#) of this Article, the distance between a residence and a sexually oriented business or between two sexually oriented businesses shall be measured in a straight line, without regard to the intervening structures or objects or political boundaries, from the closest exterior wall of the structure in which each residence or business is located.

Section 8. Applicably to Other Ordinances.

Nothing herein is intended to or shall be construed to preempt, modify, or repeal any other land use regulation applicable to any property or its use in the County, but instead this Ordinance is intended to and shall be in addition thereto.

Article XII Additional Regulations For Adult Motels

Section 1. Adult Motel.

Evidence that a sleeping room in a hotel, motel, or a similar commercial establishments has been rented and vacated two or more times in a period of time that is less than ten (10) hours creates a rebuttable presumption that the establishment is an adult motel as that term is defined in this ordinance.

Section 2. Penalties.

A person ~~commits a misdemeanor~~ **shall be subject to civil penalties or other appropriate remedies** if, as the person in control of a sleeping room in a hotel, motel, or similar commercial establishment that does not have a sexually oriented license, he rents or sub-rents a sleeping room to a person and, within ten (10) hours from the time the room is rented, he rents or sub-rents the same sleeping room again.

Section 3. Word Interpretation.

For purposes of Section 2 of this Article, the terms "rent" or "sub-rent" mean the act of permitting a room to be occupied for any form of consideration.

Article XIII Regulation Pertaining To Exhibition of Sexually Explicit Films, Videos or Live Entertainment

Section 1. Requirements.

A person who operates or causes to be operated a sexually oriented business, other than an adult motel, which exhibits on the premises in a viewing room of less than one hundred fifty (150) square feet of floor space, a film, video cassette, live entertainment, or other video reproduction which depicts specified sexual activities or specified anatomical areas, shall comply with the following requirements:

- (A)** Upon application for a sexually oriented business license, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of one or more manager's stations and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed thirty-two (32) square feet of floor area. The diagram shall also designate the place at which the permit will be conspicuously posted, if granted.

- (J) No person shall make or attempt to make an opening of any kind between viewing booths or rooms.
- (K) The licensee shall, during each business day, regularly inspect the walls between the viewing booths to determine if any openings or holes exist.
- (L) The licensee shall cause all floor coverings in viewing booths to be nonporous, easily cleanable surfaces, with no rugs or carpeting.
- (M) The licensee shall cause all wall surfaces and ceiling surfaces in viewing booths to be constructed of, or permanently covered by, nonporous, easily cleanable material. No wood, plywood, composition board or other porous material shall be used within forty eight (48") inches of the floor.

Section 2. Maintenance.

It shall be the duty of the licensee to ensure that the illumination described above is maintained at all times that any patron is present in the premises.

Section 3. Penalties.

A person having a duty under Section 1 or 2 above ~~commits a misdemeanor~~ shall be subject to civil penalties or other appropriate remedies if he knowingly fails to fulfill that duty.

Article XIV Additional Regulations

Section 1. For Escort Agencies.

- (A) An escort agency shall not employ any person under the age of 21 years.
- (B) A person commits an offense if the person acts as an escort or agrees to act as an escort for any person under the age of 21 years.

Section 2. For Nude Model Studios.

- (A) A nude model studio shall not employ any person under the age of 21 years.
- (B) A person under the age of 21 years commits an offense if the person appears semi-nude or in a state of nudity in or on the premises of a nude model studio. It is a defense to prosecution under this subsection if the person under 21 years was in a restroom not open to public view or visible to any other person.
- (C) A person commits an offense if the person appears in a state of nudity, or knowingly allows another to appear in a state of nudity in

an area of a nude model studio premises which can be viewed from the public right of way.

- (D) A nude model studio shall not place or permit a bed, sofa, or mattress in any room on the premises, except that a sofa may be placed in a reception room open to the public.

Section 3. Concerning Public Nudity.

- (A) It shall be a ~~misdemeanor~~ violation for a person who knowingly and intentionally, in a sexually oriented business, appears in a state of nudity or depicts specified sexual activities.
- (B) It shall be a ~~misdemeanor~~ violation for a person who knowingly or intentionally in a sexually oriented business appears in a semi-nude condition unless the person is an employee who, while semi-nude, shall be at least ten (10) feet from any patron or customer and on a stage at least two feet from the floor.
- (C) It shall be a ~~misdemeanor~~ violation for an employee, while semi-nude in a sexually oriented business, to solicit any pay or gratuity from any patron or customer or for any patron or customer to pay or give any gratuity to any employee, while said employee is semi-nude in a sexually oriented business.
- (D) It shall be a ~~misdemeanor~~ violation for an employee, while semi-nude, to touch a customer or the clothing of a customer.

Article XVII Prohibition Against Youth in a Sexually Oriented Business

A person commits a misdemeanor if the person allows a person under the age of 21 years on the premises of a sexually oriented business.

Article XVIII Prohibition Of Sale or Consumption of Alcohol

Sale or consumption of alcohol on the premises of sexually oriented business shall be prohibited. ~~Violations shall be a misdemeanor.~~

Article XIX Exterior Portions of Sexually Oriented Businesses

Section 1. Visibility.

It shall be unlawful for an owner or operator of a sexually oriented business to allow the merchandise or activities of the establishment to be visible from a point outside the establishment.

road right-of-way. Lists of recommended plantings are available from the Planning and Inspection Department.

- (B)** Walls, fences, earthen berms, or other natural features may be used in combination with or in lieu of planted buffers if approved by County Official. Considerations include but are not limited to:
- (1)** Any existing significant vegetation within the buffer(s) may be preserved and credited towards meeting the standard for the required buffer. Existing fences, berms, and/or walls within the buffer(s) may be used to fulfill the standards set forth for the buffer providing these elements are healthy and in a condition of good repair. Chain link fencing is not acceptable in meeting the performance criteria of this ordinance.
 - (2)** Installation of supplemental vegetation and/or site features may be required if existing vegetation and/or site features within the buffer do not meet or exceed the requirements of this ordinance.

Section 6. Maintenance

The sexually oriented business licensee shall be responsible for proper maintenance of parking and buffer areas required by this ordinance.

Section 7. Penalties.

Any violation of this Section shall be a misdemeanor.

Article XX Signage

~~It shall be a misdemeanor for the~~ **No** owner or operator of any sexually oriented business or any other person ~~to~~ **shall** erect, construct, or maintain any sign for the sexually oriented business other than as permitted in the sign regulations of Watauga County.

Primary signs shall contain no photographs, silhouettes, drawings, or pictorial representations in any manner, and may contain only the name of the enterprise.

Article XXI Hours of Operation

No sexually oriented business, except for an adult motel, may remain open at any time between the hours of eleven o'clock (11:00) P.M. and eight o'clock (8:00) A.M. on weekdays and Saturdays, or during the period from eleven o'clock (11:00) P.M. Saturday until eight o'clock (8:00) A.M. Monday.

Article XXII Exemptions

It is a defense to prosecution under [Article XIV Section 2](#) that a person appearing in a state of nudity did so in a modeling class operated:

- (A) by a proprietary school, licensed by the State of North Carolina; a college, junior college, or university supported entirely or partly by taxation;
- (B) by a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
- (C) in a structure:
 - (1) which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing; and
 - (2) where, in order to participate in a class a student must enroll at least three (3) days in advance of the class; and
 - (3) where no more than one nude model is on the premises at any one time.

Article XXIII Injunction

A person who operates or causes to be operated a sexually oriented business without a valid license or in violation of this chapter is subject to a suit for injunction as well as ~~prosecution for criminal violations.~~ Pursuant to ~~NC General Statute 14-4,~~ each violation of any requirement of this chapter shall be a crime, which shall be punishable by a fine of \$500.00 or thirty (30) days imprisonment. **civil penalties of \$100.00.** Each day any such violation continues or occurs in is a separate offense or violation.

Notwithstanding the foregoing, licensing decisions including issuance, revocation, and suspension, based upon violations of this chapter, shall be made by the County Official based upon a preponderance of the evidence.

Coates' Canons Blog: Legislature Decriminalizes Local Ordinances

By Frayda Bluestein

Article: <https://canons.sog.unc.edu/legislature-decriminalizes-local-ordinances/>

This entry was posted on October 07, 2021 and is filed under Board Member Powers & Authority, Enforcement, Legislative Decisions, Ordinances & Police Powers, Police Power Regulations

For some time, under North Carolina law, violations of city and county ordinances have been treated as misdemeanors or infractions unless the ordinance explicitly said that they were not. Starting in 2018, the General Assembly embarked on a project to decriminalize local government ordinances. Some of you may remember the call for a list of your ordinances that were criminally enforceable to be sent to two joint legislative committees. This was no small feat, as described here and here. The law at the time (GS 153A-123, counties; 160A-175, cities) held that unless the city or county provided otherwise, a violation of an ordinance was a misdemeanor or infraction as provided by G.S. 14-4. So, by default, if city or county didn't take action otherwise, ordinances were enforced criminally. The result for some units, is that the majority of ordinances were criminally enforced. This year the legislature removed the default criminal penalty, and modified local governments' authority to enforce ordinances criminally. This blog post summarizes the changes. These provisions become effective on December 1, 2021.

The changes were part of an omnibus law focusing on law enforcement and policing issues. This part is at [Part XIII] of the law.

The first part of the provision is a rewrite of the authority under GS 153A-123 and 160A- 175 regarding ordinance enforcement. These parallel sections now read:

*Except for the types of ordinances listed in subsection (b1) of this section, violation of a [county/city] ordinance may be a misdemeanor or infraction as provided by G.S. 14-4**only if the [county/city] specifies such in the ordinance.** An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 153A-45, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.*

The law also adds a new subsection (b1) to the statutes, which lists types of ordinances that local governments are prohibited to enforce criminally. These lists are set out at the bottom this blog.

To implement these changes, cities and counties will have to review each ordinance and make any changes, specifically those that they want to continue as enforced criminally, and to comply with the prohibitions listed under (b1). These changes must specified and modified in each ordinance, and these amendments must be done by ordinance. See this blog post for more about amending ordinances.

Finally, the legislature revised GS 14-4, by adding a new subsection (c) provision as set out below.

“§ 14-4. Violation of local ordinances misdemeanor.

(a) Except as provided in subsection (b) or (c) of this section, if any person shall violate an ordinance of a county, city, town, or metropolitan sewerage district created under Article 5 of Chapter 162A, he shall be guilty of a Class 3 misdemeanor and shall be fined not more than five hundred dollars (\$500.00). No fine shall exceed fifty dollars (\$50.00) unless the ordinance expressly states that the maximum fine is greater than fifty dollars (\$50.00).

(b) If any person shall violate an ordinance of a county, city, or town regulating the operation or parking of vehicles, he shall be responsible for an infraction and shall be required to pay a penalty of not more than fifty dollars (\$50.00).

(c) A person may not be found responsible or guilty of a local ordinance violation punishable pursuant to subsection (a) of this section if, when tried for that violation, the person produces proof of compliance with the local ordinance through any of the following:

- (1) No new alleged violations of the local ordinance within 30 days from the date of the initial alleged violation.*
- (2) The person provides proof of a good-faith effort to seek assistance to address any underlying factors related to unemployment, homelessness, mental health, or substance abuse that might relate to the person's ability to comply with the local ordinance.*

Here are the Lists of ordinances that may not be enforced criminally

For Counties:

153A-12 (b1): No ordinance of the following types may impose a criminal penalty:

- (1) Any ordinance adopted under Article 18 of this Chapter, Planning and Regulation of Development or, its successor, Chapter 160D of the General Statutes, except for those ordinances related to unsafe buildings;
- (2) Any ordinance adopted pursuant to G.S. 153A-134, Regulating and licensing businesses, trades, etc.;
- (3) Any ordinance adopted pursuant to G.S. 153A-138, Registration of mobile homes, house trailers, etc.;
- (4) Any ordinance adopted pursuant to G.S.153A-140.1, Stream-clearing programs
- (5) Any ordinance adopted pursuant to G.S. 153A-143, Regulation of outdoor advertising or, its successor, G.S. 160D-912, Outdoor advertising;
- (6) Any ordinance adopted pursuant to G.S. 153A-144, Limitations on regulating solar collectors or, its successor, G.S. 160D-914, Solar collectors;
- (7) Any ordinance adopted pursuant to G.S. 153A-145, Limitations on regulating cisterns and rain barrels;
- (8) Any ordinance regulating trees.

For Cities:

GS 160A-175(b1): No ordinance of the following types may impose a criminal penalty:(

- 1) Any ordinance adopted under Article 19 of this Chapter, Planning and Regulation of Development, or its successor, Chapter 160D of the General Statutes, except for those ordinances related to unsafe buildings;
- (2) Any ordinance adopted pursuant to G.S.160A-193.1, Stream-clearing programs;
- (3) Any ordinance adopted pursuant to G.S. 160A-194, Regulating and licensing businesses, trades, etc;
- 4) Any ordinance adopted pursuant to G.S. 160A-199, Regulation of outdoor advertising or, its successor, G.S. 160D-912, Outdoor advertising;
- (5) Any ordinance adopted pursuant to G.S. 160A-201, Limitations on regulating solar collectors or, its successor, G.S. 160D-914, Solar collectors;

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- (6) Any ordinance adopted pursuant to G.S. 160A-202, Limitations on regulating cisterns and rain barrels;
 - (7) Any ordinance adopted pursuant to G.S. 160A-304, Regulation of taxis;
 - (8) Any ordinance adopted pursuant to G.S. 160A-306, Building setback lines;
 - (9) Any ordinance adopted pursuant to G.S. 160A-307, Curb cut regulations

 - (10) Any ordinance regulating trees.

Links

- www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_14/GS_14-4.html
- www.ncleg.gov/Sessions/2021/Bills/Senate/PDF/S300v8.pdf

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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 2021 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 11, 2021

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
FY 21 ANNUAL REPORT
JULY 1, 2020 – JUNE 30, 2021**

FY 21 Budget

Budgeted Amount	\$ 1,639,043
Expenditures	<u>1,253,051</u> (76%)
Balance (under)	\$ 385,992 (24%)

FY 21 Revenue

Medicaid	\$ 118,855	} 601,692
DSS Contract	9,152	
Donations/Fees	23,724	
HCCBG, State funds, NSIP	323,584	
CARES (COVID-19)	94,057	
Family First (COVID-19)	5,291	
Blue Cross Blue Shield	2,909	
State Senior Center Allocation	14,019	
SHIP Grant	9,099	
Town of Boone	1,002	
Watauga County ¹	\$ 651,359	
Total Revenue	\$1,253,051	

1 \$38,848 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 28 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	464 meals	\$ 2,371.04
Case Management	28 clients	112,761.00
Waiver Supplies	4 clients	<u>4,119.03</u>
Total		\$ 119,251.07 (\$118,855.07 or 99.7% collected)

D.S.S. CONTRACT

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

395 Hours \$9,152

HOME AND COMMUNITY CARE BLOCK GRANT

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

In-Home Aide Level I	\$87,221
In-Home Aide Level II	63,105
Home Delivered Meals	109,545
Congregate Meals	42,524
NSIP	16,041
Transportation	<u>5,148</u>
Total	\$323,584

FAMILY’S FIRST CORONAVIRUS RESPONSE ACT (FFCRA)

Family’s First Coronavirus Response Act funds were allocated to the Project on Aging specifically for Home Delivered Meals and Congregate Nutrition. The funds allocated to Congregate Nutrition were used to help fund the meals that were delivered to Congregate participants.

Home Delivered Meals	\$ 73
Congregate Meals	<u>5,218</u>
Total	\$ 5,291

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT

The CARES allocation was used to provide additional In-Home Aide services, Congregate and Home Delivered Meals, as well as to purchase additional items such as groceries, shelf-stable meals, gloves, masks, thermometers, and hand sanitizer.

Congregate Meals	\$19,570
Home Delivered Meals	41,967
In-Home Aide I & II	18,029
Senior Center	<u>14,491</u>
Total	\$94,057

SERVICES SUMMARY

DESCRIPTION	UNITS SERVED	# of CLIENTS
Congregate Meals	513	74
Drive-Through Congregate Meals	8,203	142
Home Delivered Congregate Meals	897	6
Home Delivered Meals	18,902	126
CAP Home Delivered Meals	464	2
Transportation	592	21
In-Home Aide Level I	4,342	108
In-Home Aide Level II	3,034	47
In-Home Aide Level III	338	4
Respite Level I, II & III	564	10
DSS In-Home Aide	395	8

(Funding sources – County, HCCBG, Medicaid, FFCRA, CARES, DSS Contract)

UNITS PROVIDED BY FUNDING SOURCE

SERVICE	HCCBG	Family First	CARES	COST SHARE	COUNTY	TOTAL
Congregate Meals	5,875	589	2,172	209	768	9,613
Home Delivered Meals*	12,200	7	3,925	1,378	1,392	18,902
IHA Level I	3,575	0	265	97	405	4,342
IHA Level II	2,425	0	288	42	279	3,034
IHA Level III					338	338
Respite I, II & III					564	564
Transportation	529	0	0	4	59	592
TOTALS	24,604	596	6,650	1,730	3,805	37,385
	66%	1.5%	18%	4.5%	10%	

*HDM – 464 CAP Meals; **DSS IHA – 395 DSS Units

CLIENT DEMOGRAPHICS

During FY 21 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-one percent (41%) 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 93% were over the age of 60.

CLIENT OUTCOMES

103 clients receiving in-home services were discontinued in FY 21 for the following reasons:

- 46 Services not needed (improved, client request)
- 20 Death
- 16 Placed in a LTC Facility
- 11 Moved out of County
- 4 Off Over 30+ Days
- 2 Hired Caregiver / Private Home Care / Hospice Care
- 2 Illness, Not Expected to Return
- 2 Alternative Living Arrangements

NON-ACCEPTANCE of CLIENTS

37 clients were referred for services in FY 21 who were not placed on service roles:

CAP – 14

- 7 DMA did not receive medical records from physician and/or consent from applicant
- 3 Deceased
- 1 Medicaid issues (eligibility, deductible, sanction, estate recovery)
- 1 Placed in nursing facility / chose to stay in nursing facility
- 1 Not needed
- 1 Not nursing facility level of care

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 FY 21:

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

Senior Centers

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.

Due to COVID-19, our Senior Centers and Congregate Nutrition sites were closed to participants from March 16, 2020 – June 3, 2021. The Directors at both centers continued to contact participants to see how they were doing and to offer any assistance with information or other services, while we continued to offer some 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 FY21, the SHIIP volunteers and staff assisted 190 Medicare recipients with Medicare questions, prescription drug plans, and supplements.

LOIS E. HARRILL SENIOR CENTER

Congregate Participants (drive-thru, delivered, and dining room)	106
AARP Tax Assistance	80
Senior’s Farmers Market Vouchers	85
ASU Interns, Volunteers, etc.	12
Center Classes, Activities, and Services (drive-thru and virtual)	525
Newsletter	500
Incontinence Products Program	20

WESTERN WATAUGA COMMUNITY CENTER

Congregate Participants (drive-thru, delivered, and dining room)	65
AARP Tax Assistance	36
ASU Interns, Volunteers, etc.	20
Center Classes, Activities, and Services (drive-thru and virtual)	75
Community Center	881

Congregate Nutrition

We stopped providing dine-in Congregate Nutrition on March 16th, 2020, and resumed dine-in congregate services on June 3rd, 2021. During that time, we provided drive-thru and delivered congregate meals to seniors who needed the meals. We discontinued drive-thru and delivered congregate meals in early July, 2021. Overall, we served 20% fewer meals to almost 60% fewer clients.

Transportation

During the time the Senior Centers and Congregate sites were closed, AppalCART continued to provide transportation services to our clients who wanted to ride the vans for shopping or other essential errands. We provided almost 80% fewer trips to more than 50% fewer seniors during FY21.

NARRATIVE SUMMARY

The Project on Aging's revenues were more than projected during FY 21 while expenditures were less than projected. We also maintained a Medicaid revenue collection rate of 99.7%.

During FY 21, the Home Delivered Meals program averaged 89 clients at any given time with an average of 6 on the waiting list. The In-Home Aide program averaged 111 clients with 11 on the waiting list, and more than 3 on the current client waiting list. The CAP program maintained an average caseload of 24 clients with no waiting list. The Congregate Nutrition Program averaged 74 clients and the Transportation program averaged 7 clients. Neither program maintained a waiting list during FY21. We also provided assistance to 78 older or disabled adults through our medical loan closet.

Nutrition services decreased in both Home Delivered Meals and Congregate Nutrition; 19,366 (-1,107) Home Delivered Meals were delivered to 128 (-8) frail adults, while 9,613 (-2,516) Congregate meals were served to 171 (-309) unduplicated clients. We did not serve meals six days during FY 21 due to inclement weather. Emergency meals were provided to Home Delivered Meals clients to cover those days.

Services were delivered below the prior year's level for In-Home Aide Services; 8,673 (-279) hours of In-Home Aide Services were delivered to 177 (-26) frail adults. Due to staff turnover, we were down at least two In-Home Aides during the majority of the fiscal year.

Transportation services were also delivered below the prior year's level with 592 trips (-2,165) provided to 21 clients (-32).

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 11,000+ 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. The Project on Aging continues to maximize its efforts in service delivery and utilized more than 65 volunteers in the delivery of services during FY 21.

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AGENDA ITEM 8:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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

Monthly Collections Report**Watauga County**

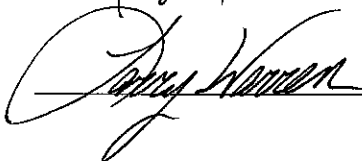
Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report September 2021

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>					
Taxes 2021	4,123,410.12		9,777,448.92	26.49%	24.90%
Prior Year Taxes	42,537.02		133,273.74		
Solid Waste User Fees	288,677.19		650,223.99	24.14%	22.65%
Green Box Fees	0.90		94.77	NA	NA
Total County Funds	\$4,454,625.23		\$10,561,041.42		
<u>Fire Districts</u>					
Foscoe Fire	52,515.09		144,217.62	30.22%	31.01%
Boone Fire	104,391.68		231,394.38	25.37%	21.55%
Fall Creek Service Dist.	1,082.15		2,682.91	28.07%	24.08%
Beaver Dam Fire	11,677.60		25,653.21	24.17%	24.09%
Stewart Simmons Fire	25,112.74		75,272.46	28.71%	23.61%
Zionville Fire	14,438.41		27,218.17	22.82%	19.98%
Cove Creek Fire	30,584.90		65,447.20	26.94%	24.41%
Shawneehaw Fire	13,909.96		33,217.61	30.94%	27.61%
Meat Camp Fire	24,507.58		52,980.07	24.13%	22.27%
Deep Gap Fire	21,198.08		46,723.35	23.96%	20.64%
Todd Fire	7,259.12		16,575.60	26.54%	29.50%
Blowing Rock Fire	65,731.54		157,203.68	31.16%	31.40%
M.C. Creston Fire	474.51		1,252.92	20.98%	20.10%
Foscoe Service District	7,944.39		22,134.67	29.27%	22.95%
Beech Mtn. Service Dist.	93.57		101.11	6.10%	3.42%
Cove Creek Service Dist.	0.00		12.20	3.76%	0.00%
Shawneehaw Service Dist	763.85		1,179.19	17.21%	16.15%
	\$380,603.02		\$900,583.44		
<u>Towns</u>					
Boone	523,559.48		1,350,250.06	19.88%	21.93%
Municipal Services	9,546.78		34,783.77	16.58%	28.53%
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	\$533,106.26		\$1,385,033.83		
Total Amount Collected	\$5,368,334.51		\$12,846,658.69		



Tax Collections Director



Tax Administrator

AGENDA ITEM 8:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

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

09/30/2021 14:32
Larry.Warren

WATAUGA COUNTY
RELEASES - 09/01/2021 TO 09/30/2021

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tncrprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1773922 ABBOTT, KRISTI RENEE 831 OLD US HIGHWAY 421 SUGAR GROVE, NC 28679	RE 2020 2923-15-9627-000 TAX RELEASES MUNIS BILLED A DEACTIVATED PARCEL	37031	09/27/2021	F09	7916	0	F09 G01 SWF	123.75 997.43 80.00 <hr/> 1,201.18
1750822 AM RETAIL GROUP INC PO BOX 2629 ADDISON, TX 75001	PP 2021 1309 TAX RELEASES BUSINESS CLOSED 11/20/2020	427	09/30/2021	C03	7914	0	G01	114.09
1761760 AM RETAIL GROUP INC PO BOX 2629 ADDISON, TX 75001	PP 2021 1782 TAX RELEASES BUSINESS CLOSED 11/20/2020	621	09/30/2021	C03	7915	0	G01	506.93
1762747 CARROLL MT PROPERTIES, LLC PO BOX 1549 BOONE, NC 28607	RE 2021 2837-79-0431-000 TAX RELEASES CLERICAL ERROR WHILE SPLITTING PROPERTY	31167	09/30/2021	F12	7905	3,700	F12 G01	1.85 14.91 <hr/> 16.76
1078658 DENNEY, PATRICIA H 757 OLD BRISTOL RD BOONE, NC 28607-7624	RE 2021 2901-02-1218-000 TAX RELEASES EXEMPTION DID NOT TRANSFER FROM IAS TO TYLER	35741	09/30/2021	F02	7911	57,800	F02 G01	34.68 232.93 <hr/> 267.61
1617711 FISH HUNTER ENTERPRISES 12300 US HIGHWAY 421 N ZIONVILLE, NC 286989036	PP 2020 3114 TAX RELEASES sold in 2019	2261	09/30/2021	F06	7908	0	F06 G01 F06L G01L	22.05 177.72 2.21 17.77 <hr/> 219.75
1617711 FISH HUNTER ENTERPRISES 12300 US HIGHWAY 421 N ZIONVILLE, NC 286989036	PP 2021 3114 TAX RELEASES sold in 2019	1157	09/30/2021	F06	7907	0	F06 G01 F06L G01L	21.39 172.40 2.14 17.24 <hr/> 213.17
1794124 FORD, DUSTIN 475 FORD RD BOONE, NC 28607	RE 2021 2838-42-2622-000 TAX RELEASES CLERICAL ERROR WHILE SPLITTING PROPERTY	31517	09/30/2021	F12	7904	5,700	F12 G01	2.85 22.97 <hr/> 25.82

09/30/2021 14:32
Larry.Warren

WATAUGA COUNTY
RELEASES - 09/01/2021 TO 09/30/2021

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tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1211671 GRAHAM, LAURA L 242 JOHNSTON ST BOONE, NC 28607-5040	RE 2021 2910-80-3846-000 TAX RELEASES HOME WAS DAMAGED BY FIRE IN 2020	40267	09/30/2021	C02	7918	180,800	C02 G01 SWF	795.52 728.62 80.00 <hr/> 1,604.14
1789003 HAMPTONS BODY SHOP 169 BOONE DOCKS STREET BOONE, NC 28607	PP 2021 2858 TAX RELEASES SOLD VEHICLE IN 2020	976	09/30/2021	C02	7912	0	C02 G01	85.54 78.34 <hr/> 163.88
1815318 HIGH COUNTRY COMMUNITY HEALTH 108 DOCTORS DR BOONE, NC 28607	RE 2021 2910-63-4450-000 TAX RELEASES PROPERTY IS EXEMPT	40013	09/30/2021	C02	7909	0	C02 G01	8,478.80 7,765.81 <hr/> 16,244.61
1752904 HODSON, THOMAS SHERWOOD IV 585 TARLETON CIR BOONE, NC 28607	RE 2021 2829-44-5665-000 TAX RELEASES HOUSE IS LOCATED ON PARCEL 2829-44-5611-000, RE-BILLED	30509	09/30/2021	F02	7902	153,400	F02 G01 SWF	92.04 618.20 80.00 <hr/> 790.24
1817947 HURST, KAREN 110 WILLDON CT GASTONIA, NC 28056	PP 2021 3644 TAX RELEASES OVER VALUED	1352	09/30/2021	F12	7906	26,980	F12 G01	13.49 108.73 <hr/> 122.22
1768216 LOVE, JAMES LOVE, ISABELLE	PP 2021 2288 TAX RELEASES VEHICLE HAS A CURRENT TAG-EBA2632	811	09/30/2021	F02	7910	0	F02 G01 F02L G01L	.62 4.19 .06 .42 <hr/> 5.29
1516774 ROOD, KARL M ROOD, LISA C PO BOX 663 VALLE CRUCIS, NC 28691	RE 2021 2809-76-8341-000 TAX RELEASES PARCEL WAS COMBINED INTO NEW PARCEL AND BILLED ACCORDINGLY	24974	09/30/2021	F02	7913	0	F02 G01	6.36 42.72 <hr/> 49.08
1817982 STORIE, STANLEY DOW, JR 105 GILBERT BARNES RD BOONE, NC 28607	RE 2021 2901-02-0897-000 TAX RELEASES REMOVED EXEMPTION IN ERROR AFTER NEW DEED WAS RECORDED	35740	09/30/2021	F02	7903	125,150	F02 G01	75.09 504.35 <hr/> 579.44
DETAIL SUMMARY	COUNT: 16	RELEASES - TOTAL				553,530		22,124.21

09/30/2021 14:32
Larry.Warren

WATAUGA COUNTY
RELEASES - 09/01/2021 TO 09/30/2021

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tncrpt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2020	RE	F09	MEAT CAMP FIRE RE	123.75
2020	RE	G01	WATAUGA COUNTY RE	997.43
2020	RE	SWF	SANITATION USER FEE	80.00
2020	PP	F06	ZIONVILLE FIRE PP	22.05
2020	PP	F06L	ZIONVILLE FIRE LATE LIST	2.21
2020	PP	G01	WATAUGA COUNTY PP	177.72
2020	PP	G01L	WATAUGA COUNTY LATE LIST	17.77
			2020 TOTAL	1,420.93
2021	RE	C02	BOONE RE	9,274.32
2021	RE	F02	BOONE FIRE RE	208.17
2021	RE	F12	BLOWING ROCK FIRE RE	4.70
2021	RE	G01	WATAUGA COUNTY RE	9,930.51
2021	RE	SWF	SANITATION USER FEE	160.00
2021	PP	C02	BOONE PP	85.54
2021	PP	F02	BOONE FIRE PP	.62
2021	PP	F02L	BOONE FIRE LATE LIST	.06
2021	PP	F06	ZIONVILLE FIRE PP	21.39
2021	PP	F06L	ZIONVILLE FIRE LATE LIST	2.14
2021	PP	F12	BLOWING ROCK FIRE PP	13.49
2021	PP	G01	WATAUGA COUNTY PP	984.68
2021	PP	G01L	WATAUGA COUNTY LATE LIST	17.66
			2021 TOTAL	20,703.28
			SUMMARY TOTAL	22,124.21

09/30/2021 14:32
Larry.Warren

WATAUGA COUNTY
RELEASES - 09/01/2021 TO 09/30/2021

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tncrapt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2021	C02	BOONE RE	9,359.86
C02	2021	G01	WATAUGA COUNTY RE	8,572.77
C02	2021	SWF	SANITATION USER FEE	80.00
		C02	TOTAL	18,012.63
C03	2021	G01	WATAUGA COUNTY PP	621.02
		C03	TOTAL	621.02
F02	2021	F02	BOONE FIRE RE	208.79
F02	2021	F02L	BOONE FIRE LATE LIST	.06
F02	2021	G01	WATAUGA COUNTY RE	1,402.39
F02	2021	G01L	WATAUGA COUNTY LATE LIST	.42
F02	2021	SWF	SANITATION USER FEE	80.00
		F02	TOTAL	1,691.66
F06	2020	F06	ZIONVILLE FIRE PP	22.05
F06	2020	F06L	ZIONVILLE FIRE LATE LIST	2.21
F06	2020	G01	WATAUGA COUNTY PP	177.72
F06	2020	G01L	WATAUGA COUNTY LATE LIST	17.77
F06	2021	F06	ZIONVILLE FIRE PP	21.39
F06	2021	F06L	ZIONVILLE FIRE LATE LIST	2.14
F06	2021	G01	WATAUGA COUNTY PP	172.40
F06	2021	G01L	WATAUGA COUNTY LATE LIST	17.24
		F06	TOTAL	432.92
F09	2020	F09	MEAT CAMP FIRE RE	123.75
F09	2020	G01	WATAUGA COUNTY RE	997.43
F09	2020	SWF	SANITATION USER FEE	80.00
		F09	TOTAL	1,201.18
F12	2021	F12	BLOWING ROCK FIRE RE	18.19
F12	2021	G01	WATAUGA COUNTY RE	146.61
		F12	TOTAL	164.80
		SUMMARY	TOTAL	22,124.21

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AGENDA ITEM 8:**TAX MATTERS*****C. Request to Schedule Public Hearing to Allow Citizen Comments on the 2022 Schedule of Values*****MANAGER'S COMMENTS:**

Mr. Larry Warren, Tax Administrator, will present the 2022 Schedule of Values to be used in establishing prices for properties. A public hearing is required to allow public comment on the Schedule of Values. Mr. Warren will request the Board schedule a public hearing for November 16, 2021 and adoption of the 2022 Schedule of Values should there be no public comment. The Schedule of Values will be available on the County's website and a hard copy in the Tax Administrator's Office.

Board action is required to schedule a public hearing to allow citizen comments on the 2022 Schedule of Values.

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AGENDA ITEM 9:**APPOINTMENT OF DANGEROUS DOG APPEAL BOARD AND APPEAL OF DANGEROUS DOG DESIGNATION****MANAGER'S COMMENTS:**

Section V. Animal Management, Subsection Section 5A. Confinement and Control of Dangerous Domestic Animals of the Watauga County Animal Care and Control Ordinance addresses issues related to animals deemed “dangerous” or “potentially dangerous”. Owners of animals deemed “dangerous” or “potentially dangerous” may request reconsideration of the designation to the appeals board appointed by the Board of Commissioners. The last appeal received by the board was in 2011. Due to the limited turnaround time in responding to the appeal and the infrequent amount of appeals staff would recommend the Board serve as the Dangerous Dog Appeal Board for the Animal Care and Control Ordinance.

Board action is required to serve as the appeals board for the Watauga County Animal Care and Control Ordinance.

Upon the Board appointing itself as the appeals board, Mr. Thomas Jahns is requesting the Board overturn the dangerous dog designation of his two (2) dogs, Cheese and Tank, by the Animal Care and Control Office. In your packets is a copy of the investigation/incident report from the Animal Care and Control Office, notifications of dangerous dog, Mr. Jahns statement, photos of injuries to Ms. Taylor and her dog Lula, rabies vaccination certificates for Ms. Taylor and Mr. Jahns dogs, and a witness statement from Kayla Dillard.

Mr. Jahns is appealing the dangerous designation of both his dogs. Board action is required to affirm the dangerous designation by the Animal Care and Control Office or reverse the designation. Ms. Taylor and Mr. Jahns will be present to answer any questions or provide additional information.



WATAUGA COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL

**672 Landfill Road
Boone, North Carolina 28607
(828) 262-1672**

To: Board of County Commissioners

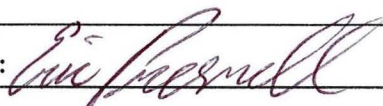
From: Department of Animal Care & Control

Please review the incident report, witness statements, pictures, Lowes surveillance video and the dog owner's appeal to the ruling in which we deemed his dogs Potentially Dangerous. We are fully aware that this was an accident but feel that it is necessary to put restrictions on these dogs to protect the citizens/animals in Watauga County. The dog owner was not a witness to the incident. He's basing his appeal on a witness that showed up after the initial attack and viewing the video twice. Both dogs clearly left the vehicle and attacked Ms. Taylor's leashed dog. It is clear that the first dog (Cheese) exiting the vehicle is more aggressive but Tank joined in on the attack. Thank you for your time and attention to the matter.



Watauga County Courthouse Box 23, 842 West King Street
Boone, North Carolina 28607
(828) 262-1672

INVESTIGATION / INCIDENT REPORT

DATE: 9/28/2021 8:49:01AM	REPORT #: 21 - 0161
TYPE REPORT: Animal Attack/Animal Exposure	
TIME/DATE REPORTED: 9/24/2021 8:30:45PM	TIME/DATE OCCURED: 9/24/2021 8:20:45PM
LOCATION: 1855 Blowing Rock Rd	Boone NC 28607
SUBJECT NAME: Jahns, Thomas	PHONE NUMBER: 910-650-4993
ADDRESS: 120 Campground Rd	Vilas NC 28692
COMPLAINANT NAME: ,	PHONE NUMBER:
ADDRESS:	NC
VICTIM/WITNESS: Taylor, DeeDec	PHONE NUMBER: 828-455-6557
ADDRESS: 125 Pinnacle Ave, #12	Blowing Rock NC 28605
DESCRIPTION OF ANIMAL: TYPE: Dog COLOR: Brindle AGE: 9 NAME: Cheese	
DETAILS OF REPORT: (Who, What, Where, When, Why and How) 2nd dog: Tank, Male, Pit mix, Blue/White, 11 On 9/24/2021 this officer received call from dispatch of an animal attack in the Lowe's Hardware parking lot. Upon arrival the owner of the dogs was still on the scene with Officer Sumner of the Boone PD. Both dogs were secured at this time. The bite victim had been transported to the ER, and her dog was taken to the Emergency Vet. Officer Sumner stated that apparently the subject had left his dogs inside of his vehicle while he visited the store, and both dogs had escaped the car when the victim and her dog were returning to her vehicle, at which point the victim's dog was attacked and she was bitten before the incident could be stopped. Officer Sumner stated that witnesses claimed the brindled colored dog was the dog that did bite the victim. No witnesses were on the scene at time of arrival and no witness information was given to this officer at that time. Officer Sumner stated that the subject's car was still running when he arrived and that all 4 windows were down at varying levels. The bite dog was taken and placed in quarantine at that time. The subject stated that when he left the dogs in his car, the windows were lowered approximately 2 inches, enough for the dogs to stick their noses out, and the car was still running with the heat on and doors locked. He was certain the windows were not down. The victim stated that she was leaving the store with her dog leashed and attached to her waist. As she was walking to her car she heard the two dogs bark and saw them in the subject's car. As she was beginning to unlock her car the brindled color dog had snuck around the car and begin to aggressively bark and snap at her dog. She tried to pull her dog away but the dog jumped on her dog and began fighting.	
OFFICER TAKING REPORT: 191	SIGN: 
ENCLOSURES:	



Watauga County Courthouse Box 23, 842 West King Street
Boone, North Carolina 28607
(828) 262-1672

INVESTIGATION / INCIDENT REPORT

The victim began screaming for help and then saw the second dog begin attacking her dog. She stated that during the confrontation she was bitten on her right hand but has no clear idea which dog did in fact bite her. The victim kept trying to separate the dogs and two bystanders began to help secure the dogs. The dog named Tank was reportedly grabbed by his hind legs and pulled away, while the dog named Cheese was reportedly choked out in order to get her to release her hold on the victim's dog. Once the bite dogs were held back the victim quickly secured her dog inside of her car, and then the Boone Police arrived followed by EMS.

Victim was treated at hospital and received a couple of stitches, tetanus shot and some antibiotics. X-rays were performed and she was informed to follow up with orthopedics.

The victim's dog was treated at the Emergency Vet and received numerous sutures on her back and leg. Drain tubes were placed to help with infection. There appears to be an area on the dog's back where the skin was pulled away from the tissue. Numerous medications were given and the owner was advised to follow up with her regular vet. The victim's dog is a Golden Doodle, Female, 3.5 years of age, "Lula", Rabies is current with Dr. Johnson at Animal Hospital of Boone, 3 year shot expires 8/16/2022, Tag # 49160. A copy of the E-Vet chart is attached to report.

The second dog, Tank, was secured at the Watauga Humane Society for the bite quarantine on 9/27/2021 due to the owner not being able to provide proof of a current rabies vaccination and the victim was not certain which dog it was that did bite her. Both dogs will be under quarantine until 10/4/2021 @ 2030.

On 9/27/21 the subject did provide the name of a witness who was at the incident shortly after the attack began and she has written a statement of what she saw that night. Her name is Kayla Dillard, 828-729-4175. Her statement is attached to the report.

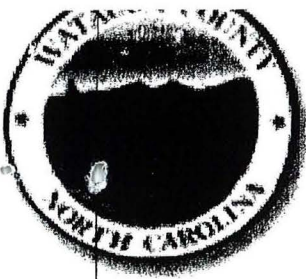
9/28/2021 subject did provide verification that Cheese does have a current rabies vaccination. 1 year shot given on 11/16/2020 at Onslow County Animal Services, tag# OC-2009.

9/29/2021 Paperwork submitted to Lowe's Hardware requesting copy of surveillance footage of the incident.

10/5/2021 Received footage of the dog attack from Lowe's Hardware. Quarantine ended, and verified the health of the victim and the subject's dogs. Subject did reclaim both of his dogs. Both dogs were deemed dangerous dogs and the subject was advised of the filing, copies of paperwork was given to the subject. Subject was shown the footage of the attack also since he was inside of the store when it occurred. Both dogs were vaccinated for rabies prior to being reclaimed. Copies of certificate included in the report.

10/8/2021 Subject did bring in written statement appealing the dangerous dog filing.

10/12/2021 Appeal Hearing scheduled for 10/19/2021 @ 1730, both subject and victim were made aware and requested to be present.



672 Landfill Road
Boone, North Carolina 28607
(828) 262-1672

ANIMAL EXPOSURE REPORT

Date	9-24-21	Report #:	21-0161
PERSONS NAME WITH BITE:(Complainant) DeeDee Taylor			
AGE: 46	SEX: F	PHONE#: 828-455-6557	PHONE #:
ADDRESS: 125 Pinnacle Ave, #12		CITY: Blowing Rock	
PARENT OR GUARDIAN:			
EXPOSURE DATE: 9-24-21	TIME: 2030	UNPROVOKED: X	PROVOKED:
LOCATION WHERE INCIDENT HAPPENED: 1855 Blowing Rock Rd, Boone NC			
TYPE EXPOSURE: BITE: X	HANDLING:	SCRATCH:	
LOCATION ON BODY OF BITE: Right hand			
TYPE TREATMENT: Tetanus, 2 stitches, Antibiotics			
HOSPITAL / CLINIC: Watauga ER		PHYSICIAN: Dr. Tennery	
OWNERS NAME OF ANIMAL:(Subject) Thomas Johns	PHONE #:		910-650-4993
ADDRESS: 117 Silver Queen Ln		CITY: Richlands, NC	
DIRECTIONS TO HOME:			28574
170 Campground Rd, Viles			
DESCRIPTION OF ANIMAL: TYPE: Dog	BREED: Pit mix	MALE:	FEMALE: ✓
COLOR: Brindle	AGE: 9	ANIMALS NAME: Cheese	
IMMUNIZED: Yes	DATE: 1 yr given 11-16-2020	VETERINARIAN: Onslow County Animal Serv.	
VERIFIED BY: Animal Control	TAG NUMBER: OC-2009		
DATES OF QUARANTINE: FROM: 9-24-21		TO:	10-4-21 @ 2030
LOCATION OF QUARANTINE: AC FACILITY: X		VET OFFICE:	HOME:
FOR TESTING:	DATE SENT:	DATE OF RESULTS:	
RESULTS:	OBSERV. DATE:	DATE:	
VICTIM NTFD OF STATUS:	DATE:	TIME:	
REMARKS: BPD Officers, Sumner			
OFFICER: Eva Praxall	DATE CLOSED: 10-5-2021		



WATAUGA COUNTY DEPARTMENT OF ANIMAL CONTROL

Watauga County Courthouse Box 23, 842 West King St.
Boone, North Carolina 28607
(828) 262-1672

To: Thomas Jahns
Address: 170 Campground Road
Vilas, NC 28692

Date: 10-5-2021

Received by: [Signature]
(SIGNATURE OF OWNER)

NOTIFICATION OF DANGEROUS DOG

Breed: Pit Bull mix Age: 11 Sex: M F
Color: Blue/white Other: named Tank

By authority of NCGS 67-4.1 and other applicable laws and ordinances pertaining to the control of animals, it has been determined that your dog is dangerous by the following means:

- Investigation by person(s) authorized by Watauga County make such a determination.
- Witnessed and/or written complaints by person(s) concerning the dog's behavior or actions.
- OTHER: _____

In accordance with NCGS 67-4.2, and Watauga County Animal Control Ordinance effective as of the date of this notice, your dog shall be restrained by one or more of the following means:

- [1] confined indoors and away from public access;
- [2] in a securely enclosed and locked pen;
- [3] in a structure designed to restrain the animal (as approved by the Animal Control Department);
- [4] on a leash, muzzled, and in the grasp of an adult at all times when not otherwise confined.

You have a right to appeal this determination by contacting the Animal Control Department at 262-1672 within three (3) days of the date of this notification to arrange for an Appeals Board hearing. A hearing will be scheduled within 20 days. You must notify the department in writing if an attorney will represent your case.

This notification shall remain in effect as long as the dog shall live, unless this determination has been revoked by the Appeals Board.

Printed Name of Officer: Eric Presnell Date: 10-5-2021

Signature: [Signature]

DELIVERY: In person by (initials): ELP Mail (mailed): _____
 Left at residence by (initials): _____ Other: _____



WATAUGA COUNTY DEPARTMENT OF ANIMAL CONTROL

101921 BCC Meeting

Watauga County Courthouse Box 23, 842 West King St.
Boone, North Carolina 28607
(828) 262-1672

To: Thomas Jahns
Address: 120 Campground Road
Vilas, NC 28692

Date: 10-05/2021

Received by: [Signature]
(SIGNATURE OF OWNER)

NOTIFICATION OF DANGEROUS DOG

Breed: Pit Bull mix Age: 9 Sex: M F
Color: Brindle/white Other: named Cheese

By authority of NCGS 67-4.1 and other applicable laws and ordinances pertaining to the control of animals, it has been determined that your dog is dangerous by the following means:

- Investigation by person(s) authorized by Watauga County make such a determination.
- Witnessed and/or written complaints by person(s) concerning the dog's behavior or actions.
- OTHER: _____

In accordance with NCGS 67-4.2, and Watauga County Animal Control Ordinance effective as of the date of this notice, your dog shall be restrained by one or more of the following means:

- [1] confined indoors and away from public access;
- [2] in a securely enclosed and locked pen;
- [3] in a structure designed to restrain the animal (as approved by the Animal Control Department);
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You have a right to appeal this determination by contacting the Animal Control Department at 262-1672 within three (3) days of the date of this notification to arrange for an Appeals Board hearing. A hearing will be scheduled within 20 days. You must notify the department in writing if an attorney will represent your case.

This notification shall remain in effect as long as the dog shall live, unless this determination has been revoked by the Appeals Board.

Printed Name of Officer: Eric Presnell Date: 10-5-2021
Signature: [Signature]

DELIVERY: In person by (initials): EWP Mail (mailed): _____
 Left at residence by (initials): _____ Other: _____

10/08/21

I Thomas Jahas would like to appeal the Dangerous dog filing for Cheese and Tank.

Video does not clearly show the initial aggressor. What I seen in the video is my two dogs roll down my windows to greet Ms Taylor's Golden Doodle. At no time before my two dogs left my car did Ms Taylor appear concerned with the behavior of my two dogs. She did not pull her dog out away from my car to keep her dog safe from ^{the} dogs inside my car. Instead she allowed her ^(aggressive) dog to ~~go~~ walk towards my car

with no care in the world as to what was inside the car. Once my dogs leave through my drivers side window and meet with Ms Taylor's dog does a fight break out between my dog Cheese and Ms Taylor's dog. Its hard to make out but it appears out of stress Ms Taylor's dog bites first out of stress. My dog then defends herself while my boy Tank is barking sounding the alarm. At no time during the video does Tank bite Ms Taylor's dog but Tank is bitten by Ms Taylor's dog twice. Once on his cheek and once on his ear end. All eye witness testimonies account for Tank not biting Ms Taylor's dog or Ms Taylor but instead barking the whole time. You can even see how concerned My dog Tank is when a large Man is seen kicking Tank in the rear ~~my~~ Left leg. Ms Taylor's dog received treatment for two bite wounds that is consistant with the eye witnesses testimony that Cheese bite Ms Taylor's dog on the back and on the leg which you can clearly see both bites on camera

Tom Jahas







VETERINARY AGENCY COPY **RABIES VACCINATION CERTIFICATE** NASPHV Form #51 Rabies Tag Number

Owner's Name and Address **PRINT - use ball point pen or type** Telephone

PRINT - Last First M.I. Telephone

No. Street City State Zip

317 Paws N' Whiskers Bldg Raleigh NC 27607

Species: Sex: Age: Size: Predominant Breed: Colors:

Dog Male 3 mo to 12 mo Under 20 lbs. Pit X Brown

Cat Female 12 mo or older 20 - 50 lbs. Other: Neutered Actual Age Actual lbs. Over 50 lbs. Name: Chease

DATE VACCINATED: 10/15/11 Month Day Year

Producer: 209 (First 3 letters)

Veterinarian's #: 1570 (License No.)

Address: Watauga Humane Society 312 Paws N' Whiskers Bldg Raleigh NC 27607

VACCINATION EXPIRED: 10/15/12 Month Day Year

Other: 1 yr. Lic./Vacc. 3 yr. Lic./Vacc. Other

Vacc. Serial (lot) no. 519858

VETERINARY AGENCY COPY **RABIES VACCINATION CERTIFICATE** NASPHV Form #51 Rabies Tag Number

Owner's Name and Address **PRINT - use ball point pen or type** Telephone

PRINT - Last First M.I. Telephone

No. Street City State Zip

317 Paws N' Whiskers Bldg Raleigh NC 27607

Species: Sex: Age: Size: Predominant Breed: Colors:

Dog Male 3 mo to 12 mo Under 20 lbs. Pit X Brown

Cat Female 12 mo or older 20 - 50 lbs. Other: Neutered Actual Age Actual lbs. Over 50 lbs. Name: Tank

DATE VACCINATED: 10/15/11 Month Day Year

Producer: 209 (First 3 letters)

Veterinarian's #: 1570 (License No.)

Address: Watauga Humane Society 312 Paws N' Whiskers Bldg Raleigh NC 27607

VACCINATION EXPIRED: 10/15/12 Month Day Year

Other: 1 yr. Lic./Vacc. 3 yr. Lic./Vacc. Other

Vacc. Serial (lot) no. 519858

Vaccination Certificate - Sep 28, 2021

Tel.: 910-455-0182



Onslow County Animal Services
 244 Georgetown Road
 Jacksonville, North Carolina 28540 USA
 animalservices@onslowcountync.gov
<http://onslowcountync.gov/animalservices/>

Thomas Jahns
 150 Oak Street
 Chinquapin, North Carolina 28521 USA

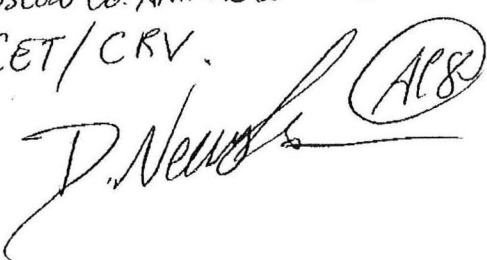
Person ID: P37240873
 Tel: 910-650-4993 Ext.

Animal Information

Animal ID: A45843846	Name: Cheese	Types: Dog	Gender: Female
ARN:	DOB: 10/7/2016	Breeds: Terrier, American Pit Bull	Altered: No
Chip #: 982126056033206	Current Age: 4 y 11 m 21 d	Colors: Brindle/White	Size: Large
Type: 24PetWatch	Age Group: Adult (3yr - 6yr)	Pattern: Brindle	Weight:

Vaccination Certificate

Vaccine: Rabies Defensor 1	Status: Completed	Status Date: Nov 16, 2020 10:49 AM	Dose: 1.00 ml.
Length: 1 years	Re-Vac Date: Nov 16, 2021 10:49 AM	Body Part:	Route: Subcutaneous
Product: Defensor 1	Provider: Christina Modolo	Assistant:	Type: Killed
Mfg: Zoetis	Serial / Lot #: 419399	Expiry Date: Oct 12, 2021	Container #:
ID #: OC-2009	Issued: Nov 16, 2020	ID Issuer: OCAS	Is License?
ID Type: Rabies Tag	Expires: Nov 16, 2021	Issuer Phone: 910-455-0182	

DAVID NEWSHAM #AC8
 ONSLOW Co. ANIMAL CONTROL
 CET/CRV.


Eric.Presnell

From: Kayla Dillard [kaylamdillard17@gmail.com]
Sent: Monday, September 27, 2021 5:44 PM
To: Eric.Presnell
Subject: Dog Fight at Lowes Friday Night

Hi Eric,

Friday night I was at Chipotle and heard screams coming from in front of Lowes Hardware. I drove over and arrived less than 10 seconds after the initial screams I heard. What I saw when I arrived was a woman on the ground with her Labradoodle, a brindle colored pit bull biting the back of the doodle and a gray and white pit being held to the side out of the way by another woman. There was a man trying to get the brindle colored pit off of the doodle but as soon as he let go of her she grabbed the doodle on the leg. At this point I told the man to pick straight up on the brindles back legs, he did and the dog did not let go, so I told him he needed to put the dog in a head lock and choke it out till it released the doodles leg. As he did this I held the brindle dogs back legs and I noticed the woman was still screaming and had her hands down around the brindle dogs face, and I remember thinking she was going to get bit if she wasn't careful. Once the dog started to pass out it released and the woman ran and put her doodle in her car. She sat down on the ground outside of her car and I saw her hand was bleeding. I never saw the gray and white dog involved in the fight, he was held by a woman the whole time I was there and was just barking, and once the doodle was out of sight the brindle dog calmed down.

If you need anything else let me know!

Thanks,
Kayla Dillard

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

WATAUGA COUNTY ANIMAL CARE AND CONTROL ORDINANCE

SECTION I. AGENCY AUTHORITY AND RESPONSIBILITY

There is hereby created a Department of Animal Care and Control for Watauga County (herein referred to as Department) with resources and personnel as authorized by the Board of County Commissioners. The Department shall be supervised by the County Manager or his designee subject to the general control and direction of the Board of County Commissioners.

1A. Responsibilities of Animal Care and Control Department

1. The Department, along with other law enforcement agencies, is hereby empowered to enforce all North Carolina laws and Watauga County ordinances pertaining to domestic dogs and cats and other pets unless otherwise specified herein. The Animal Care and Control Officers shall be empowered to issue notices or civil citations for violations of these ordinances and laws.
2. The Department will enforce all North Carolina laws and Watauga County ordinances pertaining to rabies control.
3. The Department will enforce the Watauga County Ordinance regulating wild and dangerous animals.
4. The Department is responsible for the investigation of all reported animal bites, for enforcing the quarantine of any animal involved in or suspected of having rabies, and for reporting investigation results to the District Health Director as soon as practicable.
5. The Department will investigate cruelty, abuse or neglect cases involving animals and record the results of the investigation.
6. The Department will be responsible for the seizure and impoundment, where necessary, of any animal in Watauga County involved in a violation of this ordinance.
7. Animal Care and Control Officers will patrol the County area as necessary to monitor compliance with this ordinance.

8. The Animal Care and Control Officers shall keep the following records:
 - a. Bite cases, rabies suspects, complaints, violations, citations issued and related investigations.
 - b. All fees collected for violations.

1B. Definitions

1. ABANDON: To forsake, desert or give up an animal previously under the custody or possession of a person without having secured another owner or custodian or by failing to make reasonable arrangements for adequate care.
2. ADEQUATE FOOD: The provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain the animal's health and well-being. Food will be provided in a suitable and sanitary container.
3. ADEQUATE WATER: Constant access to a supply of water that is clean, fresh and visibly free of debris and organic material, provided in a sanitary manner or provided at suitable intervals (not to exceed 24 hours) for the species.
4. ANIMAL CARE AND CONTROL OFFICER: An employee of the County designated by the County Manager to administer and enforce local and state Animal Control regulations as prescribed by the Watauga County Board of Commissioners and the State of North Carolina.
5. ANIMAL: All living vertebrates, domestic and non-domestic, not to include humans.
6. ANIMAL CARE AND CONTROL FACILITY: Any premises designated by the County for the purpose of impounding and caring for animals in accordance with the provisions of this ordinance.
7. ANIMAL SHELTER: Any private or public facility, either non-profit or for hire, that houses, boards, or maintains any domestic animals for adoptions, rescue, rehabilitation or research within the County.
8. CHIEF ANIMAL CARE AND CONTROL OFFICER: The person who, under the County's personnel policy, is responsible for the management of the Animal Care and Control program, including enforcement of County and State laws pertaining to animal and rabies control, and the supervision of all employees in the Animal Care and Control Department. The Chief Animal Care and Control Officer is under the direct supervision of the Operations Services Director.

9. COMMERCIAL KENNEL – A kennel that breeds or whelps dogs and/or cats:
 - a. Sells or transfers any dog or cat to a dealer or pet shop-kennel, or;
 - b. Sells or transfers more than 30 dogs or cats per calendar year.
10. DANGEROUS DOG: A dog that:
 - a. Without provocation has killed or inflicted severe injury on a person; or
 - b. Is determined by Animal Care and Control personnel to be potentially dangerous due to the dog having exhibited one or more of the behaviors stated under “Potentially Dangerous Dog” (NCGS 67-4.1(2)); or
 - c. Is determined to be “Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting” (NCGS 67-4.1).
11. HEALTH DIRECTOR: Director of the Appalachian District Health Department.
12. HYBRID: Any animal that is in part wild, regardless of percentage.
13. KEEPER: A person having custody of an animal, or who keeps or harbors an animal, or who knowingly permits an animal to remain on any premises occupied or controlled by such person, for a period of 5 or more days.
14. KENNEL: Any premises wherein any person, firm or organization boards, lets for hire, trains for fee, breeds, buys or sells animals.
15. OWNER: A person having the legal property rights to an animal.
16. POTENTIALLY DANGEROUS ANIMAL: An animal that has been determined to have:
 - a. Inflicted a bite on a person that resulted in any of the following: broken bones; disfiguring lacerations; injuries requiring cosmetic surgery or hospitalization; or other medical care.
 - b. Killed or inflicted severe injury upon a domestic animal, when not on the owner’s real property.
 - c. Approached a person (if the person was not trespassing on the owner’s property) in a vicious or terrorizing manner in an apparent attitude of attack. (NCGS 67-4.1)

17. PUBLIC NUISANCE: Any animal that damages private or public property; interferes with or attacks a person or other animal; chases, snaps at, or harasses pedestrians, livestock, bicyclists or vehicles; by virtue of number is offensive or dangerous to public health, safety and/or welfare; or is diseased.
18. PUBLIC PLACE – Any street, alley, park, public building, any place of business or assembly open to or frequented by the public, or to which the public has access.
19. RABIES EXPOSURE: A human or other animal bitten by or that comes in contact with the saliva or nervous tissue of an animal suspected of or known to have rabies.
20. RESTRAINT OF A DANGEROUS OR POTENTIALLY DANGEROUS ANIMAL: An animal that is confined in a securely enclosed and locked pen or other structure designed to restrain the animal or an animal which is securely restrained and muzzled when outside of said pen or structure. Tethering a dog does not meet the restraint requirements of this section and is not considered adequate physical control.
21. SHELTER: A place provided for animals of a specific breed that provides sufficient cover from adverse weather; adequate warmth from severe cold weather; and sufficient space for the animal to move around, stand or lie down; and is deemed appropriate by an Animal Care and Control Officer.
22. STRAY: Any at-large dog or cat that has no known owner or keeper.
23. TRESPASSER: A person who has wrongfully invaded the property owned by another person.
24. WILD ANIMAL: Any living member of the animal kingdom including those born or raised in captivity except the following: human beings; domestic dogs (excluding hybrids with wolves, coyotes, or jackals); domestic cats (excluding hybrids with ocelots or marga or unaltered feral cats); farm animals; rodents and hybrid animals that are part wild; and captive bred species of common cage birds. Wildlife, other than as indicated by the Watauga County Wild and Dangerous Animals Ordinance, is controlled by North Carolina State Wildlife Officers.

SECTION II. CITIZEN REQUIREMENTS

2A. Vaccination of Dogs, Cats and Other Pets

1. It shall be unlawful for any owner or keeper to fail to provide a current vaccination against rabies (hydrophabis) for any dog, ferret, or cat three (3) months of age or older. Any animal adopted or redeemed through Watauga Humane Society that does not have a current rabies certificate of vaccination shall be required to be vaccinated within 72 hours at the owner's expense. Should it be found necessary

under special circumstances by the District Health Director or the Board of County Commissioners to prevent a threatened or existing epidemic, the owner or keeper of certain livestock shall also be required to have those animals vaccinated. It shall be unlawful for any owner or keeper to fail to provide current vaccination against rabies for these other animals.

2. A rabies vaccination shall be current for a dog or cat once the rabies vaccine has been administered by a veterinarian or state-certified inoculator and a 21 day period has passed after vaccination. If a second dose is given 12 months after the first, the rabies vaccination is then current for 3 years. This is subject to the guidelines of the North Carolina Department of Health Services.
3. All rabies vaccines shall be administered by a licensed veterinary service or a certified rabies vaccinator.
4. Boarding facilities, animal shelters, pet shops, and kennels within Watauga County shall comply with the requirements of this section.

2B. Vaccination Tag and Certificate

1. The certified vaccinator shall issue a rabies tag stamped with a certificate number and year of issue; upon vaccination, a written certificate of vaccination shall be issued to the owner or keeper of the dog or cat vaccinated.
2. It shall be unlawful for an owner or keeper to fail to provide a dog with a collar or harness to which a current rabies tag may be attached. A collar or harness with an attached rabies tag must be worn at all times with the following exceptions:
 - a. Confinement in an enclosure on owner's premises
 - b. Animal shows
 - c. Obedience trials
 - d. Tracking tests
 - e. Field trials
 - f. Training schools or events sanctioned by a recognized organization
 - g. Supervised hunting

NOTE: Cats are not required to display a rabies vaccination tag, as long as written evidence of inoculation can be furnished to the Animal Care and Control Officer.

3. All dogs, cats or other animals requiring vaccination against rabies that are shipped or otherwise brought into Watauga County (except for exhibition purposes where

the animal is confined and vaccinated within one (1) week of entry) shall remain confined for three (3) weeks after vaccination unless accompanied by a certificate issued by a licensed veterinarian that the animal is free from rabies, has not been exposed, and has received a proper dose of rabies vaccine not more than twelve (12) months prior to the date of issuing the certificate.

4. It shall be unlawful for any person to use a rabies vaccination tag or written certificate for any animal other than the animal for which the tag or certificate was issued.
5. Dogs, cats, and other pets without current rabies tags are subject to impoundment.
 - a. After impoundment, animals will be handled in accordance with Section V, 5C of this ordinance.

2C. Identification Tags for Dogs & Cats

1. It is the purpose of this section to provide a means of identifying the owner of a dog or cat in Watauga County.
2. It shall be unlawful for any dog or cat owner or keeper to fail to provide their dog or cat with an identification tag and to take such action as necessary to ensure that the identification tag is worn by the animal on a collar at all times except for the circumstances cited in Section II, 2B, (2) a-g of this ordinance.
3. The identification tag shall display the owner's contact information, i.e. owner's name, address, and telephone number where the owner can be contacted.
 - a. In lieu of a collar tag, the owner or keeper may choose to micro-chip a dog or cat.
4. Dogs and cats are subject to impoundment if a dog or cat is found not wearing a visible identification tag.
 - a. Dogs or cats that are found to be micro-chipped will be returned to the owner without charge if redeemed within a 24 hour period.

SECTION III. RABIES AND ANIMAL BITE MANAGEMENT

3A. Animal Bites

Bite reports shall include, but not be limited to, the following: name, age and sex of the victim; precise location of wound and treatment required; circumstances leading up to and the scene of the bite; and name, description, and owner of the animal inflicting the bite.

1. When a person has been bitten by an animal, it shall be the duty of such person (or legal parent or guardian if such person is a minor) to notify the Department immediately and provide all information necessary to complete a bite report. The owner or keeper of said animal shall immediately secure and confine said animal until Animal Care and Control Officers can ascertain current rabies vaccination and determine and designate a place for the animal to be quarantined for a period of ten (10) days. It shall be the duty of every physician, or other medical personnel, to report all known or suspected bite cases to the Department within twenty-four (24) hours and provide appropriate information as required by the Department.
2. If the owner or keeper of an animal that has bitten a person or animal refuses to confine the animal as required by this ordinance or NCGS 130a-196 or fails to provide a current rabies vaccination certificate, the Department may order seizure of said animal and its confinement for not less than ten (10) days in such place as designated by the Department at the owner's expense.
3. Law enforcement agencies investigating animal bites shall report all bites immediately to the Department and provide the appropriate information as required by the Department.
4. In cases where the animal owner or keeper is unknown, the animal shall be kept for the supervised confinement period at the Watauga Humane Society.
5. Badly wounded, diseased, or suffering animals suspected of having rabies may be humanely destroyed and the head forwarded to the Division of Health Services for diagnosis.
6. Failure of the animal owner or keeper to comply with this section may result in a \$100.00 civil penalty for each violation.

3B. Destruction or Confinement of Animal Bitten by a Known Rabid Animal

Animals that do not have a current and valid rabies vaccination which are bitten by a known rabid animal shall immediately be destroyed unless the owner or keeper agrees to strict isolation of the animal at a veterinarian hospital for a period of six (6) months at the owner's expense. If the animal has a current rabies vaccination, the animal shall be immediately re-vaccinated at the expense of the owner or keeper and returned to said person. This booster vaccination shall be given within 72 hours of the bite.

3C. Unlawful Killing or Releasing of Certain Animals

It shall be unlawful for any person, except Animal Care and Control Officers (as stated in Section III, 3A), to kill or release any animal under rabies observation. An animal which has been placed under rabies observation by the Department shall not be removed from

the quarantine area specifically designated by the Animal Care and Control Officer without written permission from the District Health Director supplied in advance to the Animal Care and Control Officer.

3D. Dogs or Cats Brought into Watauga County

Any dog, ferret or cat brought into Watauga County must have a valid rabies vaccination prior to entering the County. Otherwise, the dog or cat must be confined and given a rabies vaccination within one (1) week and remain confined for three (3) additional weeks. Failure to comply with the above requirements will result in a civil penalty of \$100.00, criminal charges or both.

3E. Post-Mortem Diagnosis

1. If an animal dies while under observation for rabies, the head of such animal shall be submitted to the Department for shipment to the laboratory section of the North Carolina Division of Health Services for rabies diagnosis.
2. The carcass of any animal suspected of dying of rabies that has bitten a person or another animal shall be surrendered to the Department for shipment to the laboratory section of the North Carolina Division of Health Services.

3F. Wildlife Bites

1. Any person bitten by a wild animal suspected of rabies shall report all information as required in Section III, 3A of this ordinance. The wild animal, if obtained, shall be released to the Department for shipment to the North Carolina Division of Health Services for diagnosis.
2. Any animal without a valid rabies vaccination bitten by a wild animal shall be treated as stated in Section III, 3B of this ordinance in the event the wild animal cannot be contained or captured for rabies diagnosis.

3G. Area-wide Emergency Quarantine

1. When reports indicate a positive diagnosis for rabies where human lives may be endangered, the District Health Director may declare an area-wide quarantine. During such quarantines, the District Health Director may authorize appropriate agencies to seize any animal requiring vaccination and found running at large in Watauga County until the quarantine is lifted. During the quarantine period, the District Health Director shall be empowered to provide a program of mass immunization by the establishment of temporary emergency rabies vaccination facilities.
2. In the event of additional positive rabies cases during the quarantine period, the District Health Director may extend the quarantine period at his/her discretion.

SECTION IV. CRUELTY TO ANIMALS

4A. Torture of an Animal

It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat, needlessly mutilate or kill, wound, injure, poison, abandon or subject to conditions detrimental to health or general welfare any animal, or to cause or procure such action. The words "torture" and "torment" shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted. Such terms shall not be construed to prohibit lawful taking of animals under the jurisdiction and regulation of the Wildlife Resources Commission; nor to prohibit the Department, veterinarians or duly authorized persons from destroying dangerous, unwanted, or injured animals in a humane manner.

4B. Shelter

It shall be unlawful for any owner or keeper to fail to provide an animal with proper shelter that provides protection from the weather and is sufficient and comfortable, with the opportunity for vigorous daily exercise. Veterinary care shall be provided when and if necessary to prevent suffering and to ensure that the animal is in good health.

4C. Closed Vehicles

It shall be unlawful for any person to leave an animal within a closed car, truck, or other vehicle for such duration or at such temperatures as an Animal Care and Control Officer shall, in his/her sole discretion, deem to be harmful or potentially harmful to the animal.

4D. Chaining

It shall be unlawful for any person to leave an animal unaccompanied on a chain or cable that is less than 8 feet in length. All chains/cables must be equipped with a swivel.

4E. Hit by Vehicle

Any person injuring or killing an animal by striking it with a motor vehicle of any type shall make every reasonable attempt to notify the owner or keeper of said animal and shall notify the Department as soon as possible.

4F. Abandonment

Any person being the owner or keeper, or having charge or custody of an animal, who willingly and without justifiable excuse abandons the animal is guilty of a misdemeanor punishable as provided by a fine of up to \$500.00 (NCGS 14-361.1).

4G. Violations

Violations of Section IV, 4A or 4B shall, at the discretion of the investigating officer, result in a civil penalty of up to \$100.00, or criminal charges, or both.

SECTION V. ANIMAL MANAGEMENT**5A. Confinement and Control of Dangerous Domestic Animals**

Special preventative measures shall be taken by Animal Care and Control Officers for the confinement and control of dangerous domestic animals upon consideration of the following factors:

1. a. The presence of a victim or potential victim that in the opinion of the Department is unable to defend themselves, such as children, elderly, or handicapped.
- b. Prior attack-dog training or aggression training.
- c. Threat or open display of attack by an animal.
- d. Prior history of harm to humans or other animals.

The Department shall have the authority as promulgated under NCGS 67-4.5 130A-200 to require appropriate and specific preventative measures, including impoundment, to ensure public safety. Such preventive measures may be required at the discretion of authorized personnel during the investigation of a dangerous animal complaint or subsequent display of dangerous animal behavior by the animal within the jurisdiction of Watauga County.

2. The employees of the Department and any other Watauga County employee appointed by the County Manager or his designee shall determine if an animal is "dangerous" or "potentially dangerous." The person making such determination will notify the owner or keeper in writing and cite the reason for the determination.
 - a. A dangerous or potentially dangerous animal determination will be made upon receipt of a written, detailed complaint and investigation by the Department of Animal Care and Control.
3. Dangerous dog:
 - a. A dangerous dog is an animal that:
 1. Has killed or inflicted severe injury on a person.

2. Is determined, by the person or board designated by County authority to be responsible for Animal Control, to be potentially dangerous because the dog has engaged in behaviors listed in subdivision (b) of this subsection.
 3. Is determined to be a dog owned or harbored primarily or in part for the purpose of dog fighting or a dog trained for dog fighting.
- b. Potentially dangerous dog means a dog that the person or board designated by the County authority responsible for Animal Control determines to have:
1. Inflicted a bite on a person that resulted in broken bones, disfiguring lacerations, cosmetic surgery or hospitalization.
 2. Killed or inflicted severe injury on a domestic animal when not on the owner's property.
 3. Approached a person, when not on the owner's property, in a vicious or terrorizing manner in an apparent attitude of attack.
- c. Special preventative measures may be taken by the Animal Care and Control Officers for any dog deemed dangerous or potentially dangerous.
1. Any dog determined to be potentially dangerous shall be delivered within 24 hours to the Watauga Humane Society and there it shall be held until a secure fenced area a minimum of 6 feet high, 10 feet long and 10 feet wide, with the fencing set in the ground in such a way that the dog can not dig out, is erected. The enclosure will be inspected by the Animal Care and Control Department before the dog is released. The owner will pay all boarding fees and fines applicable. This enclosure shall be completed and the dog claimed within 10 days or the dog will be destroyed.
 2. The owner will post the entrance of the property where the potentially dangerous dog is kept with a sign that is legible from the road or sidewalk with notification that a potentially dangerous dog is kept on the property.
 3. It shall be unlawful for any owner to:
 - a. Leave a potentially dangerous dog unaccompanied on the owner's real property unless the dog is confined indoors or inside a secure enclosure.
 - b. Permit a potentially dangerous dog to go outside the secure enclosure unless the dog is leashed and muzzled or is otherwise securely restrained.

- c. Transfer ownership of a potentially dangerous dog without having notified the Animal Care and Control Department in writing 10 days prior to the transfer of ownership. The person receiving ownership of the dog shall have a secure enclosure prior to taking possession of the dog.
 - d. Transfer ownership of a potentially dangerous dog without having notified in writing the person taking ownership of the dog regarding the dog's dangerous behavior and the determination of the dog as potentially dangerous.
4. The Board of County Commissioners shall appoint an appeals board to review "dangerous" or "potentially dangerous" designations upon request of the owner or keeper. The Board of County Commissioners shall specify the number, qualifications, length of term, and compensation, if any, for the Appeals Board. Owners shall have three (3) days from the time of notification that the dog has been deemed dangerous to file an appeal in writing with the Appeals Board stating the reasons why such a designation is unwarranted. The Appeals Board will schedule a hearing within ten (10) days of the filing. The designation of an animal as "dangerous" shall be upheld unless overturned by the Appeals Board. Any appeal of the Appeals Board's final decision will be filed with the Superior Court, pursuant to NCGS 67-4.1(c).
5. Animals deemed "dangerous" or "potentially dangerous" that are found to be in violation of prescribed confinement shall be subject to apprehension or seizure and impoundment at the Animal Care and Control facility at the owner's expense until released by a court of competent jurisdiction or may be humanely destroyed in accordance with Section V, 5F of this ordinance. In addition, the owner of the animal will be subject to a civil penalty of \$100.00.
6. Wild and Dangerous Animals
 - a. It shall be unlawful for any person to keep an inherently dangerous animal within Watauga County. The Animal Care and Control Officer shall order removal of any inherently dangerous animal owned or harbored by anyone in Watauga County.
 - b. It shall be unlawful for any person, other than licensed sanctuaries, to own or harbor any wild animal. The Animal Care and Control Officer shall order the removal of any wild animal owned or harbored by anyone in Watauga County.
 - c. See also ordinance regulating wild and dangerous animals (exotics).

5B. Public Nuisance

1. An animal or group of animals shall be considered a public nuisance if:
 - a. Animal(s) damage private or public property.
 - b. Animal(s) chase, snap at, or harass pedestrians, livestock, bicyclists, vehicles or other animals when not on the owner's property.
 - c. By virtue of number, animal(s) are offensive or dangerous to public health, safety and welfare.
 - d. Animal(s) are diseased and are therefore dangerous to public health.
 - e. Animal(s) are maintained in an unsanitary environment which results in offensive odors or is dangerous to the animal or to public health, safety and welfare, or if there is a failure to maintain a condition of good order and cleanliness that reduces the probability of the transmission of disease.
 - f. Animal (s) are maintained in such a manner and location that animal waste can accumulate and run off onto another person's property.
2. The owner or keeper of the animal causing damage to the property of another, either private or public, shall be responsible for such damages and costs.
3. After it is determined by the Department that a nuisance violation has occurred, the owner or keeper will be provided written notification of such violation and be required to abate the nuisance within 72 hours from the time of notification. Abatement includes restraining the animal to the owner or keeper's property by whatever means necessary or leashing and accompanying the animal if off of the owner's property.
4. Upon receipt of two (2) written, detailed and signed complaints that an owner or keeper's animal is a nuisance as defined in this ordinance, the Department shall notify the owner or keeper of the offending animal that a complaint has been received and that an investigation has been initiated. A valid complaint shall consist of, but not be limited to, the following: eyewitness account of the animal's actions and behavior, specifying date, time and location of the incident (s), conditions leading up to the incident(s), and the signature of the eyewitness. If the investigation reveals that an animal is a public nuisance in accordance with Section V, 5B, (1), the owner will be notified in writing of the determination and advised that the animal must be secured on the owner's property by whatever means necessary.
5. If any person receiving notice in the manner herein described shall fail or refuse to abate the nuisance within the specified time upon the issuance of such order, the

Animal Care and Control Officer or Sheriff may cause the animal(s) in question to be apprehended and impounded in accordance with the provisions of this ordinance.

6. If investigation reveals that a violation has occurred and the owner or keeper is unknown, the animal may be apprehended and kept at the Watauga Humane Society. The notice and order shall be posted at the Watauga Humane Society and on the Watauga County Courthouse bulletin board. In the event the owner or keeper remains unknown after a forty-eight (48) hour posting period, the animal can be impounded or humanely destroyed.
7. It shall be unlawful for an owner or keeper to permit an animal(s) to create a public nuisance or to maintain a public nuisance created by any animal(s).
8. Any person who receives notice of an animal being declared a public nuisance may, within ten (10) business days of the date the notice was received, submit a written appeal to the County Manager. The appeal notice shall specifically state the reasons for the appeal with a copy of the public nuisance notice attached thereto. The Chief Animal Care and Control Officer shall schedule a hearing and notify the appellant: The County Manager shall render a decision upholding, denying, or modifying the public nuisance notice. Accrual and imposition of the civil penalties shall be stayed pending the decision; however, there will be no stay for equitable remedies available to the County. If the decision of the Animal Care and Control Officer is affirmed, accrual and imposition shall resume.

5C. **Impoundment**

1. Any animal may be impounded at the Watauga Humane Society facility for a minimum of seventy-two (72) hours if it appears to be:
 - a. Lost, stray, or abandoned
 - b. In violation of this ordinance.
2. Reasonable effort shall be made to identify and notify the owner or keeper of the animal that the animal has been impounded and where it may be redeemed. Animals not redeemed within seventy-two (72) hours of notification to the owner or keeper may be placed for adoption or euthanized.
3. Impoundment of an animal shall not relieve the owner or keeper from any penalty imposed for violation of this ordinance.
4. Any animal impounded, confiscated or turned in that cannot be adequately housed at the Watauga Humane Society (e.g., horses, cattle, etc.) may be housed at a proper location at the expense of the owner or keeper.

5D. Stray Animals

1. It shall be unlawful for any person in Watauga County to knowingly and intentionally harbor, keep in possession by confinement, or otherwise allow an animal(s) to remain on his/her property, unless the person has, within seventy-two (72) hours from the time such animal came into his/her possession, notified the Animal Care and Control Department. The Animal Care and Control Department shall log the animal's description, location and name of keeper.
2. It shall be unlawful to refuse to surrender any such stray to the Animal Care and Control Department on demand.

5E. Release of Animals in Animal Care and Control Custody

It shall be unlawful for any person to release or cause to be released any animal in the custody of the Department without proper authorization. This includes any animal impounded at the Watauga Humane Society, in a Animal Care and Control vehicle or caught in a safe trap.

5F. Humane Destruction of Animals

1. Notwithstanding any other provision of this ordinance, an animal that cannot be seized by reasonable means and has been deemed dangerous (vicious), stray, or a public nuisance, or an animal causing a threat to public safety or other animals, may be humanely destroyed at the discretion of the Animal Care and Control Department.
2. Notwithstanding any other provision of this ordinance, any animal seized or impounded that is badly wounded, diseased (not a rabies suspect), or unweaned; is not displaying any identification; and cannot be identified after reasonable inquiry may be destroyed immediately in a humane manner. If the animal has identification, the Watauga Humane Society shall attempt to notify the owner or keeper of the situation. If the owner or keeper cannot be readily reached, the Watauga Humane Society, in consultation with a veterinarian, will use its discretion whether or not the suffering animal should be destroyed in a humane manner.
3. At the end of the minimum time period of 72 hours, unclaimed animals shall be deemed abandoned and may be disposed of in a humane manner.

5G. Confiscated Animals With Medical Needs

Any animal that is confiscated as a result of a court order or taken as evidence in an Animal Care and Control investigation and that requires medical attention or medication shall be held at the Watauga Humane Society until all bills are paid by the owner or keeper. After 72 hours of finalization of court action, animals can be adopted out or humanely destroyed.

SECTION VI. ANIMAL CARE AND CONTROL FACILITY OPERATIONS

6A. Facility

The Department shall contract with the Watauga Humane Society to operate a facility for the purpose of providing safe and sanitary confinement of animals received or seized within Watauga County. The facility shall be maintained in accordance with all applicable rules and regulations.

6B. Redemption of an Animal

The owner or keeper of an impounded animal may redeem the animal and regain possession by complying with all applicable provisions of this ordinance, showing proof of rabies vaccination, and paying appropriate fees and fines. Animals that are brought in by the public which are properly tagged shall be returned to the owner or keeper without charge if redeemed within a 24 hour period.

6C. Redemption or Adoption of an Animal Without Rabies Vaccination

1. Persons adopting or redeeming an animal from the Watauga Humane Society without a valid rabies vaccination shall obtain a rabies vaccination within 72 hours and notify the Animal Care and Control Department of the tag number and name of the vaccinating veterinarian.
2. All person(s) adopting or redeeming a dog or cat will be required to purchase or obtain an identification tag or have the animal micro chipped.
3. Any animal surrendered by its owner in accordance with Departmental procedures may be immediately placed for adoption. Impounded animals will be placed at the discretion of the Department after expiration of the prescribed impoundment period.
4. During periods of emergency rabies quarantine, no animal without a current rabies vaccination shall be adopted without written permission from the District Health Director.
5. Payment for all veterinary services will be the responsibility of the owner or keeper.
6. After a seventy-two (72) hour waiting period, allowing for time to locate the animal's owner, the dog or cat can be adopted out or humanely destroyed.

SECTION VII. VIOLATIONS, ENFORCEMENT AND PENALTIES**7A. Violations**

1. The violation of any provision of this ordinance shall be a misdemeanor as provided in NCGS 14.4(a).
2. Each day's violation of this ordinance is a separate offense. Payment of a fine imposed in criminal proceedings pursuant to this section does not relieve a person of the liability for penalties or fees imposed under this ordinance.
3. Enforcement of this ordinance may be made by appropriate equitable remedy, injunction, or order of abatement issuing from a court of competent jurisdiction pursuant to NCGS 153A-123 (d) and (e).
4. A violation of this ordinance may also subject the offender to the civil penalties hereinafter set forth:
 - a. Such civil penalties may be recovered by Watauga County in a civil action or may be collected in such other amounts as prescribed herein within the prescribed time following the issuance of notice for such violation.
 - b. Such notice shall:
 1. State upon its face the amount of the penalty to be paid within seventy-two (72) hours from the issuance of the notice and the late fee (\$1.00 per day) if paid more than seventy-two (72) hours after its issuance.
 2. Notify such offender that a failure to pay the penalties within the prescribed time shall subject such offender to a civil action for the stated penalty plus an additional penalty in the amount of \$25.00, together with the cost of the action to be taken by the court.
 3. Further provide that such offender may answer the notice by mailing stated penalty to the Department at its mailing address, or by making payment to the Department at the appropriate address, and that upon payment such case or claim and right of action by Watauga County will be deemed compromised and settled.
 4. State that penalties must be paid within seventy-two (72) hours from the issuance of the notice and, if settlement is not received within the seventy-two (72) hours, court action shall be filed for collection of such penalty.
 - c. The Department is authorized to accept payment in full and final settlement of the penalty and, for any and all claims that Watauga County may have, to enforce civil action.

- d. The notice of violation referred to herein may be delivered in person, mailed to the offender at the last known address, or affixed to the door of the offender's residence.

7B. Penalties

1. The civil penalty for any and each individual violation of this ordinance is \$50.00 for the first offense, \$100.00 for the second offense, and \$150.00 for the third offense. If an offense is committed by the same animal for a fourth time, the animal may be confiscated and disposed of at the Chief Animal Care and Control Officer's discretion. If the animal in question is deemed to be a danger to the community, said animal may be confiscated before the fourth offense.
2. In addition to the penalty prescribed in Section VII, 7B(1) above, a \$1.00 per day penalty shall be imposed in all those cases in which the above penalty has not been paid within the authorized seventy-two (72) hour period.
3. Should it become necessary to institute a civil action to collect any penalty hereunder, the violation shall be subject to an additional penalty of \$25.00, together with the cost of the action to be taken by the court.
4. All penalties paid to the Department or an authorized agent recovered in a civil action as herein provided shall be remitted to the General Fund of Watauga County.

7C. Enforcement

1. Animal Care and Control Officers or other Watauga County employees so designated by the County Manager shall be empowered to enforce the provisions of this ordinance.
2. It shall be unlawful for any person(s) to interfere with, hinder or molest the employees of the Department and its officers, while in the performance of their duties as stated in this ordinance, or to release any animal in the custody thereof, except as specifically provided herein.
3. Animal Care and Control Officers shall be empowered to utilize firearms or tranquilizer guns for the purpose of control of wild, diseased and dangerous animals.
4. Any questions regarding the policies of this ordinance shall be answered at the discretion of the Chief Animal Care and Control Officer.

SECTION VIII. SEVERABILITY

If any section or part of this ordinance should be held legally invalid for any reason, such determination shall not affect the remaining sections or parts, and to that end the provisions of this ordinance are severable.

ARTICLE IX. REPEAL

This ordinance replaces, in its entirety, the existing ordinance entitled Watauga County Animal Care and Control Ordinance, adopted August 18, 2009. The previous ordinance shall be repealed as of the effective date of this ordinance.

SECTION X. EFFECTIVE DATE

This ordinance shall become enforceable and effective on the 1st day of September, 2011.

ADOPTED this the 15th day of October, 2013.



Nathan A. Miller, Chairman
Watauga County Board of Commissioners

ATTEST:


Anita J. Fogle, Clerk to the Board

[seal]

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AGENDA ITEM 10:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Proposed Daymark Lease Renewal*****MANAGER'S COMMENTS:**

The lease with Daymark Recovery Services expired. Daymark Recovery Services would like to renew the lease with the same terms and conditions as the current lease. The space to be leased is at the County's Human Service Building and includes 13,775 square feet of space. Daymark agreed to lease the space at the rate of \$10 per square foot (\$137,750 per year) in monthly installments of \$11,479.17. The new lease term would be July 1, 2021 to June 30, 2024. Included in the lease under Section 10 is an additional fee in the amount of \$67,718 per year, to be paid in monthly installments of \$5,643.17, which is to cover utilities and janitorial services.

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

DRAFT

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this 19th day of October, 2021, by and between Watauga County, a body politic of the State of North Carolina, hereinafter referred to as Lessor; and Daymark Recovery Services, Inc., hereinafter referred to as Lessee;

WITNESSETH:

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

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Boone, NC 28607

5. **LATE FEES**: In the event that rent is not paid by the 1st of the month when rent is due and owing, such rent payment shall be subject to a late fee in the amount of \$25.00. This late fee shall not affect the Lessors right to declare this contract breached in the event of failure to pay rent as provided within this document.

6. **INSURANCE**: The Lessee shall obtain a public liability insurance policy for the minimum coverage of \$500,000 bodily injury and property damage liability (combined single limit), \$500,000 each occurrence and \$500,000 aggregate. Lessor shall be named as an additional insured on said policy and shall be furnished with a copy of same. Upon the Lessee's failure to obtain said public liability insurance policy, Lessor, may at its option, but is not required to do so, obtain such insurance and the costs thereof shall be paid as additional rent due and payable from Lessee on the next ensuing day that rent is due. Lessor shall not be liable to Lessee for any business interruption or any loss or damage to property or injury or death of persons occurring in or on the demised premises, or in any manner growing out of or connected with the Lessees' use and occupancy of the demised premises, or the condition thereof. This release shall also apply to the extent that such business interruption, loss or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Lessor or Lessee, or both. Nothing herein shall be construed to impose any other or greater liability upon Lessor than what would have existed in the absence of this provision. Any insurance policies of the Lessee shall contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. The release in favor of the Lessor contained herein is in addition to and not in substitution for or in diminution of, the hold harmless and indemnification provisions of this Lease Agreement.

7. **REPAIRS**: Except as otherwise provided herein, the Lessee shall, at the Lessee's own expense, make all necessary repairs and replacements to the interior and exterior of the demised premises. All repairs and replacements shall be in quality and class at least equal to the original work. Upon default of the Lessee in making such repairs or replacements, the Lessor, may, but shall not be required to, make such repairs or replacements for the Lessee's account and the expense thereof which shall constitute and be collectable as additional rent.

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

8. **USE OF THE PROPERTY**: The Lessee shall use the property only for purposes of providing mental health and recovery services as defined by N.C. Gen. Stat. § 122C et seq.

9. **IMPROVEMENTS OF THE PROPERTY**: Any alterations or improvements may only be made by the Lessee with the written consent of the Lessor, which shall not be unreasonably withheld. Any alteration, addition or improvement made by Lessee, and any

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

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

10. **UTILITIES**: The Lessee shall pay all charges for gas, electricity, lights, heat, power and other communication service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessor against any liability or damages on such account. Lessor shall pay all charges for water and sewer service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessee against any liability or damage on such account. Utilities shall be transferred to the Lessee as soon as feasible upon the signing of this lease. Additionally, Lessee shall reimburse the Lessor for the pro rata expenses relating to building operating expenses, including but not limited to janitorial services. Such amount shall be based upon the percentage of square footage of the overall building occupied by Daymark, which the parties agree constitutes thirty-nine percent (39%) of the total building area under this agreement. Such amount shall be paid to the County on a monthly basis at the same time and under the same conditions as payment of rent. The parties agree that this amount is currently \$5,643.00 per month, which may be adjusted based upon changes in expenses to the Lessor for overall building maintenance and janitorial services.

11. **ASSIGNING AND SUBLETTING**: The Lessee shall not assign this lease or sublet any part of the demised premises without the prior written consent of Lessor, which shall not be unreasonably withheld. Any transfer of the property interest owned by the Lessor shall be subject to this lease, and shall not affect the validity or enforceability of this lease by either the Lessor or the Lessee.

12. **SURRENDER OF THE DEMISED PREMISES**: At the expiration of the lease term, the Lessee shall surrender the demised premises in as good a condition as they were in at the beginning of the term, reasonable wear and tear and damages by the elements excepted.

13. **DAMAGE OR DESTRUCTION BY FIRE**: In the event that the demised premises shall be damaged or destroyed by fire, the elements or other casualty, during the continuance of this lease, to such extent that same cannot be restored to as good a condition as same were in prior to such damage within sixty (60) days thereafter, either the

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

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

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

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

15. **INDEMNITY**: Except where caused by the intentional act of the Lessor, or its agents, employees, licensees or assigns, the Lessee shall indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, employees or invitees. In case the Lessor (the Indemnified party) shall, without fault on its part, be made a party to any litigation instituted against the Lessee (the indemnifying party), then the indemnifying party shall protect and hold the indemnified party harmless and shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the indemnified party in such litigation. In addition, Lessee shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing the covenants and agreements of the Lessee contained in this lease.

16. **DAMAGES**: If the demised premises shall be deserted or vacated, or if proceedings are commenced against the Lessee in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Lessees' property either before or after the commencement of the lease term, or if there shall be a default in the payment or rent or any part thereof for more than five (5) days after written notice that rent is past due by Lessor to Lessee, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained, or hereafter established on the

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

17. **QUIET ENJOYMENT**: Lessor covenants that if and so long as Lessee pays the basic rent and performs all of the terms, covenants and conditions of this lease on Lessee's part to be performed, Lessee shall peaceably and quietly have, hold and enjoy the demised premises for the term of this lease, but always subject to the provisions of the lease.

18. **NOTICE**: All notices, consents, requests, instructions or other communications provided for herein, shall be deemed validly given, made and served if in writing and either delivered personally or sent by certified or registered mail, postage prepaid and, pending the designation of another address, addressed as follows:

IF TO LESSEE: Daymark Recovery Services, Inc.
Attn: Jerry Smith
2129 Statesville Blvd.
Salisbury, NC 28147

IF TO LESSOR: Watauga County
c/o Deron Geouque, County Manager
814 West King Street, Suite 205
Boone, NC 28607

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

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

di Santi Capua & Garrett, PLLC
P.O. Box 193, 642 West King Street
Boone, NC 28607

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

LESSOR:

John Welch, Chair
Watauga County Board of Commissioners

Attest:

Anita J. Fogle, Clerk to the Board

LESSEE:

Daymark Recover Services, Inc.
_____, Director

Attest:

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

Misty Watson, Finance Director
Watauga County

**di Santi Capua & Garrett, PLLC
P.O. Box 193, 642 West King Street
Boone, NC 28607**

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AGENDA ITEM 10:

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 22.2% increase. Further negotiations and analysis of additional claims reduce the increase to 5.04 %.

Dental and Life insurance premiums through Ameritas Dental and Symetra will remain unchanged due to the current rate lock.

Staff recommends CIGNA's Level Funding plan for the County's medical insurance with a 5.04% increase and for the County to fund \$1,000 into each eligible employee's HSA account. Staff further recommends Ameritas Dental and Symetra Financial for dental and life insurance.

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



MEDICAL PLAN

CIGNA Renewal – Update



September 29, 2021

2022 CIGNA Renewal Status



		2021 - CIGNA		CIGNA Second Revision		CIGNA Third Revision			
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	246	\$797.72	\$196,239.12	\$834.43	\$205,269.78	104.60%	\$816.31	\$200,812.26	102.33%
Employee/Spouse	3	\$1,732.63	\$5,197.89	\$1,812.38	\$5,437.14	104.60%	\$1,773.05	\$5,319.15	102.33%
Employee/Child(ren)	21	\$1,187.01	\$24,927.21	\$1,241.64	\$26,074.44	104.60%	\$1,214.68	\$25,508.28	102.33%
Employee/Family	1	\$2,448.98	\$2,448.98	\$2,561.70	\$2,561.70	104.60%	\$2,506.09	\$2,506.09	102.33%
Monthly Cost	271		\$228,813.20		\$239,343.06	104.60%		\$234,145.78	102.33%
		Approximate CIGNA Credit	\$72,000.00	Approximate CIGNA Credit	\$0.00		Approximate CIGNA Credit	\$0.00	
Annual Cost		Includes Consulting Fee	\$2,699,258.40	Includes Consulting Fee	\$2,897,616.72	107.35%	Includes Consulting Fee	\$2,835,249.36	105.04%
			\$844.33			107.35%		105.04%	

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards and Commissions

MANAGER'S COMMENTS:

Watauga County Board of Adjustment

The Board of Adjustment term of Mr. Lonnie Webster expires in November. He does not wish to be reappointed. The revised NC General Statute 160D no longer makes any mention of appointments representing zoned areas of counties with partial-county zoning; therefore, it is not necessary to consider where appointees live. The term will be for three years.

Watauga County Planning Board

The At-Large Planning Board term of Mr. Ric Mattar expires in December 2021. Mr. Mattar is willing to be reappointed. The term will be for four years.

Anita.Fogle

From: Joe Furman
Sent: Tuesday, October 5, 2021 1:25 PM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: Boards and Commissions
Attachments: DOC100521-10052021131328.pdf

Deron,

The terms of Board of Adjustment members expire in November, and those of the Planning Board expire in December. One term on each Board expires in 2021.

Lonnie Webster's Board of Adjustment term is expiring, and he does not wish to be reappointed. The revised NC General Statute 160D no longer makes any mention of appointments representing zoned areas of counties with partial-county zoning, so it is not necessary to consider where appointees live. FYI, Mr. Webster lives in the South Fork New River Watershed. This is a 3-year term.

Ric Mattar's at-large term on the Planning Board also expires in 2021. Mr. Mattar is willing to be reappointed. This is a 4-year term.

Attached are the BoA and PB rosters and the NC General Statute regarding Board of Adjustment composition and duties.

Thanks.

Joe

Joseph A. Furman, AICP
Director, Watauga County Planning & Inspections and Economic Development
126 Poplar Grove Connector, Suite 201
Boone, NC 28607
(828) 265-8043
(828) 265-8080 (fax)
joe.furman@watgov.org

WATAUGA COUNTY BOARD OF ADJUSTMENT ROSTER

APPOINTED BY BOARD OF COMMISSIONERS

MEETING: 4TH MONDAY –

COMMISSIONERS BOARD ROOM

Lonnie Webster (SFNR)
1743 Sunset Drive
Blowing Rock, NC 28605
lonnie@lonniewebster.com
295-7583 (H)
266-2111 cell
APPOINTED: 11/2018
EXPIRES: 11/2021

Lee W. Stroupe (at large)
398 Seven Oaks Road
Boone, NC 28607
lstroupe@gmail.com
264-1276 (H)
773-7678 cell
APPOINTED: 11/2019
EXPIRES: 11/2022

Edith H. Tugman (at large)
216 Cherry Drive
Boone, NC 28607
edietugman@gmail.com
386-4181 (H)
APPOINTED: 11/2019
EXPIRES: 11/2022

Alyson Browett (VCHD)
4556 NC Highway 194 S
Banner Elk, NC 28604
abrowett@gmail.com
(540) 764-0711 cell
963-2696 home
APPOINTED: 2/2018
EXPIRES: 11/2023

John Prickett (HCWS)
5321 Howards Creek Road
Boone, NC 28607
johnprickett222@gmail.com
(504) 451-2669 cell
APPOINTED: 2/2018
EXPIRES: 11/2023

Emily Bish (alternate)
(Foscoe)
643 Schaffer Road
Boone, NC 28607
emmyem.bish@gmail.com
963-7600 office
898-2960 cell
APPOINTED: 2/2018
EXPIRES: 11/2023

§ 160D-302. Boards of adjustment.

(a) **Composition.** – A local government may by ordinance provide for the appointment and compensation of a board of adjustment consisting of five or more members, each to be appointed for three-year terms. In appointing the original members or in the filling of vacancies caused by the expiration of the terms of existing members, the governing board may appoint certain members for less than three years so that the terms of all members shall not expire at the same time. The governing board may appoint and provide compensation for alternate members to serve on the board in the absence or temporary disqualification of any regular member or to fill a vacancy pending appointment of a member. Alternate members shall be appointed for the same term, at the same time, and in the same manner as regular members. Each alternate member serving on behalf of any regular member has all the powers and duties of a regular member.

(b) **Duties.** – The board shall hear and decide all matters upon which it is required to pass under any statute or development regulation adopted under this Chapter. The ordinance may designate a planning board or governing board to perform any of the duties of a board of adjustment in addition to its other duties and may create and designate specialized boards to hear technical appeals. If any board other than the board of adjustment is assigned decision-making authority for any quasi-judicial matter, that board shall comply with all of the procedures and the process applicable to a board of adjustment in making quasi-judicial decisions. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d).)

Watauga County Planning Board Members and Term Expiration, 1/1/21

District 1 (Pertalion): David Robertson, 12/2022

District 2 (Welch): Neil Hartley, 12/2024

District 3 (Kennedy): Allison Jennings, 12/ 2022

District 4 (Turnbow): Marsha Walpole, 12/2022

District 5 (Wallin): Diane Tilson, 12/2024

At Large: Kimmy Tiedemann, 12/2023

At Large: Ric Mattar, 12/2021

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER’S COMMENTS:

The Watauga County Parks and Recreation Department has scheduled a Trunk or Treat event at the Community Recreation Center (CRC) on Sunday, October 31, 2021, from 6:00 – 8:00 P.M. Contact Parks and Recreation to register your trunk for the event.

The regular meeting of the Board of Commissioners schedule for November 2, 2021, has been cancelled. The next regular meeting will be held at 5:30 P.M. on Tuesday, November 16, 2021, in the Commissioners’ Board Room.

A Public Hearing will be held at 5:30 P.M. on Tuesday, November 16, 2021, to allow citizen comment on proposed amendments to the Watauga County Planning & Development Ordinance.

AGENDA ITEM 11:

PUBLIC COMMENT

AGENDA ITEM 12:

BREAK

AGENDA ITEM 13:

CLOSED SESSION

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