

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

**TUESDAY, NOVEMBER 15, 2022
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: October 18, 2022, Regular Meeting October 18, 2022, Closed Session		1
	3	APPROVAL OF THE NOVEMBER 15, 2022, AGENDA		11
5:35	4	WATAUGA HOUSING COUNCIL UPDATE & REQUEST	DR. KELLIE REED ASHCRAFT	13
5:40	5	ECONOMIC DEVELOPMENT MATTERS	MR. JOE FURMAN	
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5:45	6	MIDDLE FORK GREENWAY MATTERS	MR. JOE FURMAN	
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5:50	7	BID AWARD REQUEST FOR COURTHOUSE REPLACEMENT CHILLER	MR. ROBERT MARSH	51
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6:00	9	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
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7:10	12	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i)		132
7:30	13	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

October 18, 2022, Regular Meeting

October 18, 2022, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 18, 2022**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, October 18, 2022, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Kennedy called the meeting to order at 5:44 P.M. The following were present:

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

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

APPROVAL OF MINUTES

Chairman Kennedy called for additions and/or corrections to the October 4, 2022, regular meeting and closed session minutes.

Vice-Chairman Turnbow, seconded by Commissioner Wallin, moved to approve the October 4, 2022, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Turnbow, seconded by Commissioner Wallin, moved to approve the October 4, 2022, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Kennedy called for additions and/or corrections to the October 18, 2022, agenda.

Chairman Kennedy requested to add committee assignments to Boards and Commissions for Commissioner Russell.

Commissioner Russell, seconded by Commissioner Wallin, moved to approve the October 18, 2022, agenda as amended.

VOTE: Aye-5
Nay-0

PARKING DECK UPDATE AND PROPOSED AGREEMENT WITH APPALACHIAN ARCHITECTURE, PA

Mr. Bill Dixon with Appalachian Architecture gave an update on the Water Street Parking Deck. The Town of Boone cooperated with the timeline. Mr. Dixon also presented a contract with Appalachian Architecture for the design, construction, administration, and permitting of the parking deck. The contract, in the amount of \$366,080, which was 8% of the estimated project cost of \$4,576,000. Funds were allocated in the FY 2022-23 budget.

The original project cost was \$4,576,000 with an additional 10% professional fees. Additional costs of \$385,000 were added to meet Historic Preservation Commission (COA) approval (\$300,000 of which was for an all brick façade) and an additional \$130,000 was added to meet building code. There was also an increase of 10% added due to construction industry cost increases. The revised total costs estimate for the new parking deck was \$6,002,788.

[Clerk's Note: Commissioner Peralion stepped out of the meeting from 5:56 P.M. until 6:03 P.M.]

Vice-Chairman Turnbow, seconded by Commissioner Wallin, moved to approve the contract with Appalachian Architecture in the amount of \$366,080 for the design, construction, administration, and permitting of the Water Street Parking Deck.

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

OPIOID GRANT OPPORTUNITY

Ms. Jennifer Greene, Director of AppHealthCare, requested authorization to apply for a grant to supplement the current opioid funding. In addition, Ms. Greene requested authorization for the County Manager to sign the letter of support for the grant.

Ms. Lindsey Sullivan, Director of Health Promotion at AppHealthCare, stated that the County was in the process of forming a committee/taskforce to develop a comprehensive plan on the expenditure of the opioid's settlement funding. The goal of the group was to develop a long-term plan that would have the most impact on our community.

Commissioner Peralion, seconded by Vice-Chairman Turnbow, moved to authorize Ms. Greene to apply for the grant and the County Manager to sign the grant support letter.

VOTE: Aye-5
Nay-0

FAIR HOUSING PLAN UPDATE FOR COMMUNITY CARE BLOCK GRANT FOR COVID RECOVERY (CDBG-CV)

Mr. Joe Furman, Planning and Inspections Director, stated that an update was needed to the schedule of activities required by the Community Development Block Grant for COVID recovery (CDBG-CV). One of the activities was the Fair Housing Plan. In the 4th quarter, 2022 the activity to adopt fair housing resolution was scheduled for March. This activity now needs to occur in the 1st quarter, 2023, requiring the plan to be amended. The NC Department of Commerce, overseer of the grants, required that formal action be taken to correct this error. The remedy was to rearrange activities, moving one scheduled for 3rd quarter 2023 into the 4th quarter 2022 slot and shifting everything down.

Commissioner Russell, seconded by Commissioner Peralion, moved to adopt the amended changes to the schedule of activities for the Community Development Block Grant for COVID recovery (CDBG-CV) as presented by Mr. Furman.

VOTE: Aye-5
Nay-0

PROJECT ON AGING ANNUAL REPORT

Ms. Angie Boitnotte, Project on Aging Director, gave the Fiscal Year 2022 Annual Report which included a comprehensive evaluation of the agency's operations and policies as required by the North Carolina Division of Health Service Regulation.

Commissioner Wallin, seconded by Commissioner Peralion, moved to accept the Annual Report.

VOTE: Aye-5
Nay-0

MAINTENANCE BID AWARD

Mr. Robert Marsh, Maintenance Director, requested the award of bids for carpet replacement and painting of the County Administration Building due to damage sustained from a water leak.

PBI was recommended for carpet replacement in the amount of \$45,073. FRC Painting was recommended for painting in the amount of \$31,020. The base bid was the anticipated expense the insurance company would pay. Option 1 was the replacement of the carpet and painting of the remainder of the building due to the age of the existing carpet and matching of the new paint. Staff recommended the replacement of all of the carpet and painting due to the normal replacement schedule and that a majority of the building would be undergoing repair.

Commissioner Peralion, seconded by Vice-Chairman Turnbow, moved to accept the bids from PBI, in the amount of \$45,073, and FRC Painting, in the amount of \$31,020.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Mr. Larry Warren, Tax Administrator, presented the Tax Collections Report for the month of September 2022. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Larry Warren, Tax Administrator, presented the Refunds and Releases Report for September 2022 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Turnbow, seconded by Commissioner Russell, moved to approve the Refunds and Releases Report for September 2022 as presented.

VOTE: Aye-5
Nay-0

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

Mr. Eric Smallwood, Parks and Recreation Director, stated that there have been no changes to the Howard's Knob Master Plan nor the Howard's Knob Park Accessibility for Parks grant application since presented at the October 4, 2022, meeting. The grant application was in the amount of \$350,000 and required a 20% match which would be funded by the Watauga County Tourism Development Authority (TDA). Information detailing the TDA's interaction with the public in regards to the park was provided to the Board along with emails supporting the Howard's Knob conceptual plan.

Commissioner Pertalion, seconded by Vice-Chairman Turnbow, moved to approve the Howard's Knob Park Master Plan and authorized submission of the Accessibility for Parks grant application in the amount of \$350,000 with the 20% local match to be paid by the Tourism Development Authority.

VOTE: Aye-5
Nay-0

COMMISSIONER APPOINTMENTS TO BOARDS AND COMMISSIONS

Chairman Kennedy appointed Commissioner Russell to fill the vacant Commissioner representative seats on the following: Child Protection Team, Educational Planning Committee, Juvenile Crime Prevention Council (JCPC), and the Watauga County Recreation Commission. Chairman Kennedy would fill the vacant Commissioner representative seat on the Fire Commission.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Contract for Architectural Services for the new 911/Medic Base/EOC Facility

County Manager Geouque requested approval of a contract with Clark Nexsen to provide architectural services for the proposed 911/Medic Base/EOC Facility. The initial contract was for a flat fee of \$25,000 for programming. Once the programming was complete and an estimated cost was determined, an 8.5% fee would be charged based on the estimated cost to construct for the remainder of the scope of work.

Vice-Chairman Turnbow, seconded by Commissioner Wallin, moved to approve the contract with Clark Nexsen in the amount of \$25,000 for programming of the new 911/Medic Base/EOC facility and then 8.5% for the remainder of the scope of work based on the estimated budget.

VOTE: Aye-5
Nay-0

B. Recommended Contract Award for Employee Medical, Dental, and Life Insurance

County Manager Geouque presented renewal rates as received for medical, dental, and life insurance benefits. The initial renewal rate received from CIGNA for medical insurance was a 19.75% increase. Further negotiations and analysis of additional claims reduced the increase to 4.96%. The initial renewal rate received from Ameritas for dental insurance was a 12.5% increase. After further negotiations the increase was reduced to 9.5% for dental insurance.

The renewal rate received from Symetra for life insurance reflected a \$6,438.48 increase in annual premiums. After further negotiations and discussions, The Standard Insurance Company came back with a renewal of our current plan with a reduced increase of \$3,627.60 in annual premiums. Benefits and premiums would remain unchanged with Community Eye Care for vision insurance.

The County Manager stated that staff recommended CIGNA's level funding plan for the County's medical insurance with a 4.96% increase and for the County to fund \$1,000 into each eligible employee's HSA account. Staff further recommended Ameritas, with a 9.5% increase for dental insurance, The Standard for life insurance, with a \$3,627.60 increase in annual premiums, and to continue with Community Eye Care as the carrier for vision insurance. Adequate funds were budgeted to cover the renewal rates.

Commissioner Russell, seconded by Commissioner Wallin, moved to approve the following:

- CIGNA's level funding plan, with a 4.96% increase, for employee's medical insurance
- The County to fund \$1,000 into each eligible employee's HSA account
- Ameritas, with at 9.5% increase, for dental insurance
- The Standard, with a \$3,627.60 increase in annual premiums, for life insurance
- Community Eye Care, with no changes, as the carrier for vision insurance

VOTE: Aye-5
Nay-0

C. Budget Amendment

County Manager Geouque presented a budget amendment to record the land donated by the Watauga County School Board for the Valle Crucis School and to move funds from the Capital Improvement Plan (CIP) for Valle Crucis School expenditures.

Commissioner Wallin, seconded by Commissioner Pertalion, moved to approve the budget amendment as presented by the County Manager.

VOTE: Aye-5
Nay-0

D. Proposed Extension to the Current Forest Service Lease

County Manager Geouque stated that the Forest Service requested an extension on their lease to use office space at the Cooperative Extension Building. The lease expired on September 30, 2022. The Forest Service requested to extend the lease through June 30, 2023. All terms and conditions would remain the same. A 10-day notice was given by resolution, as directed by the Board, and the lease was ready for adoption.

Vice-Chairman Turnbow, seconded by Commissioner Russell, moved to approve the lease and completion of PO-28 Lease Proposal Form after the adoption by the Board.

VOTE: Aye-5
Nay-0

E. Proposed Amendments to Public Comment Rules

County Manager Geouque stated that the County's current public comment rules were adopted prior to the Board holding a public comment period during each regular meeting. Mr. Geouque presented an updated policy to reflect the change that has been in place for several years.

The proposed amendments were as follows:

**WATAUGA COUNTY BOARD OF COMMISSIONERS
PUBLIC COMMENT RULES**

At the April 16, 2002 Watauga County Board of Commissioners meeting the Board established the following policy for public comment before the Board.

- The Board does hereby establish a time period of **up to** sixty (60) minutes, for an open forum, at the end of ~~its second~~ **each** regular meeting ~~in each month~~ to hear citizen comments.
- Length of comment for each speaker may be limited to 2-5 minutes as decided per meeting.
- Comments are to be directed to the Board as a whole. The forum is intended to provide the Board of Commissioners an opportunity to hear citizens. It is not intended to subject

the Board to answering impromptu questions. Citizens will be expected to be civil in their language and presentation and not to engage in slander or name-calling.

- During the ~~60-minute~~ open forum, speakers should not discuss any of the following:
 - a. Matters which concern the candidacy of any person seeking public office, including of the person addressing the Board;
 - b. Matters in current or anticipated litigation.

Any citizen wishing to address the Board during the ~~60-minute~~ open forum shall either call the Clerk to the Board any time prior to the regular scheduled meeting, or may sign a speaker's list prior to the commencement of the meeting. Speakers will be asked to identify themselves and to specify the subject matter of comments to be made.

Vice-Chairman Turnbow, seconded by Commissioner Pertalion, moved to adopt the updated public comment rules as presented by the County Manager.

VOTE: Aye-5
Nay-0

F. November Meeting Schedule

County Manager Geouque stated that the Commissioners' Board Room was to be used as a polling site for one-stop voting in October and November as well as on Election Day. Staff recommended cancelling the November 1, 2022, meeting. The second meeting was scheduled for Tuesday, November 15, 2022. A special meeting could be called if necessary.

Commissioner Pertalion, seconded by Commissioner Russell, moved to cancel the November 1, 2022, meeting.

VOTE: Aye-5
Nay-0

County Manager Geouque stated that the first Board of Commissioners meeting in December needed to be moved to Monday, December 5, 2022, as Commissioner-Elects were required to be sworn-in on the first Monday of December following the election. The meeting would be recessed to allow for the swearing in ceremony of the Commissioners-Elect and then reconvene with the newly constituted Board seated.

Vice-Chairman Turnbow, seconded by Commissioner Wallin, moved to reschedule the Tuesday, December 6, 2022, Board meeting to Monday, December 5, 2022.

VOTE: Aye-5
Nay-0

G. Boards and Commissions

County Manager Geouque presented the following:

Watauga Medical Center Board of Trustees

The Watauga Medical Center Board of Trustees has recommended Sam Adams and James Deal for reappointment and Jonathan Allen for appointment as Board Trustees. Each of their terms would be effective January 1, 2023, through December 31, 2025. These were first readings.

Commissioner Peralion, seconded by Vice-Chairman Turnbow, moved to waive the second reading and appoint Jonathan Allen and reappoint Sam Adams and Jim Deal to the Watauga Medical Center Board of Trustees with terms effective from January 1, 2023, through December 31, 2025.

VOTE: Aye-5
Nay-0

Watauga County Adult Care Home Community Advisory Committee

High Country Council of Governments' Ombudsman, Ms. Stevie John, had requested Ms. Glenda Hodges be considered for reappointment to serve on the Watauga County Adult Care Home Community Advisory Committee for an additional three-year term. Ms. Hodges was willing to continue to serve if so appointed. This was a first reading.

Vice-Chairman Turnbow, seconded by Commissioner Wallin, moved to waive the second reading and reappoint Ms. Glenda Hodges to the Watauga County Adult Care Home Community Advisory Committee for a three-year term.

VOTE: Aye-5
Nay-0

H. Announcements

County Manager Geouque announced the following:

- Attorney General Stein would be visiting with leaders in Watauga County on October 26, 2022, from 1:00 P.M. to 2:00 P.M. in the Community Room at the Community Recreation Center to discuss the National Opioid Settlement funds. The meeting would also be open to the media so that these important messages could continue to be spread and allow as many people to get help as possible.
- The Watauga County Parks and Recreation Department has scheduled a Trunk or Treat event at the Community Recreation Center (CRC) on Sunday, October 30, 2022, from 5:00 to 7:00 P.M. Contact Parks and Recreation to register your trunk for the event.

PUBLIC COMMENT

Mr. Cary Davenport shared concerns with the dimensions of the tennis courts at the Community Recreation Center.

CLOSED SESSION

At 6:44 P.M., Commissioner Wallin, seconded by Vice-Chairman Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Commissioner Pertalion, moved to resume the open meeting at 7:42 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Wallin, seconded by Commissioner Pertalion, moved to adjourn the meeting at 7:42 P.M.

VOTE: Aye-5
Nay-0

Billy Kennedy, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE NOVEMBER 15, 2022, AGENDA

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AGENDA ITEM 4:

WATAUGA HOUSING COUNCIL UPDATE & REQUEST

MANAGER'S COMMENTS:

Dr. Kellie Ashcraft, Watauga Housing Council, will provide an update regarding the work to date of the Watauga Housing Council. Further, Dr. Ashcraft will request the Watauga Housing Council be a participant in the County's next Comprehensive Community Plan. Lastly, Dr. Ashcraft will request the Watauga Housing Council facilitate the development of a Comprehensive Long-term Housing Plan for the County including the municipalities.

Staff seeks direction from the Board.

Update on the Watauga Housing Council & Request November, 2022

First, thank you for the opportunity to speak before you. I am Kellie Reed Ashcraft, and I have been a resident of Watauga County with my family for the past 25 years, and I am the organizer and facilitator for the community-wide Watauga Housing Forum series that took place this past spring at the Watauga Community Recreation Center.

Tonight, I am here as the organizer and facilitator of the newly-formed Watauga Housing Council, which grew out of the forum. I want to provide a status report on our efforts to date to address our community's housing issues. I also want to personally thank the Commission and the County Manager for your support and participation in the Watauga Housing Forum, and I want to recognize Commissioner Wallin and County Planner Joe Furman, for your ongoing participation with the Watauga Housing Council—all of your involvement, support, and leadership is integral to our success. I also want to welcome new Commissioner Ray Russell to the Commission—I and we look forward to working with you in your new role!

As you all know, we were fortunate to have hundreds of community members participate in the Watauga Housing Forum during the spring. The primary goal of the Forum was achieved, which was to increase awareness and knowledge of all of our community regarding the depth and breadth of housing issues in the community, and briefly highlight the range of potential housing solutions. Forum participants listened to their neighbors and fellow community members who have had horrible housing experiences; heard from and interacted with community employers and key providers about housing problems; reviewed local quantitative housing data, had focused roundtable discussions with one another that were recorded and summarized; learned about our current community housing partners, and began to learn about possible housing solutions.

The Watauga Housing Council is the second phase of our Community Housing Efforts. All Forum participants and other community members were invited to join the Watauga Housing Council in June. The focus of the Watauga Housing Council is to 1) identify our community's housing priorities, 2) identify and review potential housing solutions that address those priorities, 3) to implement the housing solutions as a Council or work with our community housing partners to implement the solutions; and 4) track our progress. Since forming in June, we have been extremely busy and we wanted to provide a status report on our efforts.

The Watauga Housing Council met during the months of June, August, September, and October of this year, and I'd like to highlight and provide a status update of our work, along with two requests for consideration by the Commission.

In June & August, the Council accomplished the following:

- We used an operational framework known as RBA to determine our community housing outcome, indicators, and action steps. We then created committees and assigned tasks and the action steps to the committees.

In September & October::

- We submitted a small Boone Sunrise Rotary grant to support our work;
- We organized & are now planning to submit a Rural Transformation grant for Affordable Housing during the March, 2023 grant cycle. We have representatives from the Town Council & County Commission, town & county staff, and key stakeholders participating;
- We began exploring our action steps related to easing specific restrictions & creating incentives for affordable housing development;
- We began developing a community housing survey; and are planning our first community conversation on housing in the Meat Camp area.

The Watauga Housing Council has been busy, but we are just getting started! As part of our Council's efforts we have two requests for consideration by the Commission:

~First, when undergoing development of the Comprehensive Community Plan, the Watauga Housing Council would like to participate as a partner/representative in that process.

~Second, we propose the Watauga Housing Council facilitate development of a Comprehensive Long-term Housing Plan with the County Commission, Boone Town Council & any other municipalities on common areas of housing concern.

In closing, thank you to all of you for your time & consideration this evening & for your ongoing support, involvement & commitment to this major community issue.

If you have any questions, I am happy to answer them. I also will provide all of you with these comments and my contact information.

~To let you & everyone present know, Watauga Housing Council meetings are on the first Tuesdays of every month from 3:30-5 pm at Boone United Methodist Church & often available by zoom-anyone is welcome!



Contact Kellie Reed Ashcraft, Watauga Housing Council, ashcraftkb@appstate.edu for follow-up, information or any questions.

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AGENDA ITEM 5:**ECONOMIC DEVELOPMENT MATTERS**

- A. Proposed Amendments to the Economic Development Commission (EDC) Articles of Association*
- B. Proposed Addendum to Agreement with Boone Area Chamber of Commerce*

MANAGER'S COMMENTS:

Mr. Joe Furman, Planning and Inspections/Economic Development Director, will request the Board adopt the Economic Development Commission Articles of Association, which have been amended several times through the years since their initial adoption in 1984. The proposed changes reflect the recommended new make-up of the EDC, past amendments, and memberships of the municipalities of Blowing Rock, Beech Mountain, and Seven Devils. Mr. Furman will also request the Board adopt an addendum to the recently approved agreement between the County and the Boone Area Chamber of Commerce to provide for management of the Appalachian Enterprise Center. The County Attorney has reviewed the addendum.

Board action is required to adopt the Economic Development Commission Articles of Association and the addendum to the agreement with the County and the Boone Area Chamber of Commerce for economic development.



111522 BCC Meeting
PO Box 404
Boone, NC 28607
(828)264-3082 (p)
(828)265-8080 (f)
TTY – Use 711
www.WataugaEDC.org

Memorandum

Date: November 8, 2022
To: County Manager, Board of Commissioners
From: Joe Furman, Director *JF*
RE: Economic Development organizational issues

There are two economic development organizational issues that require Board of Commissioners approval as follows and attached.

1. The Economic Development Commission Articles of Association, which have been amended several times through the years since their initial adoption in 1984, need to be amended to reflect the proposed new make-up of the EDC. Proposed changes are indicated by strike-throughs and red ink. The attachment also includes all of the past amendments. Contact has been made with the municipalities of Blowing Rock, Beech Mountain, and Seven Devils, which have not been recently included in EDC membership, and the response has been positive.
2. An addendum to the recently approved agreement between the County and the Boone Area Chamber of Commerce to provide for management of the Appalachian Enterprise Center. This proposed addendum was drafted by the County Attorney's office.

ARTICLES OF ASSOCIATION

OF

THE WATAUGA COUNTY ECONOMIC DEVELOPMENT COMMISSION

In order to implement the creation of this Commission pursuant to a resolution duly adopted by the Watauga County Board of Commissioners, the Boone Town Council, the Beech Mountain Town Council, the Blowing Rock Town Commission and the Seven Devils Board of Town Alderpersons, the Watauga County Economic Development Commission is organized under these Articles of Association:

ARTICLE I

NAME

The name of this association shall be THE WATAUGA COUNTY ECONOMIC DEVELOPMENT COMMISSION.

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Commission shall be at ~~105~~ 814 W. King Street, Watauga County Courthouse Administration Building, County of Watauga, State of North Carolina. The Commission may have such other offices as may from time to time be designated by its members or its executive committee.

ARTICLE ID

PURPOSE AND POWERS

In furtherance of the objectives, but not in limitation thereof, the Commission is authorized to:

- (a) Receive from any municipal, county, joint, or regional planning board or commission with jurisdiction within its area an economic development program for part or all of the area;
- (b) Formulate projects for carrying out such economic development programs, through attraction of new industries, encouragement of existing industries, to include those business activities related to the travel and tourism industry; encouragement of agricultural development, encouragement of new business and industrial ventures by local as well as foreign capital; and other activities of a similar nature;
- (c) Conduct industrial surveys as needed, advertise in periodicals or other

communication media, furnish advice and assistance to business and industrial prospects which may locate in this area, furnish advice and assistance to existing businesses and industries, furnish advice and assistance to persons seeking to establish new businesses or industries, and engage in related activities.

- (d) Encourage the formation of private business development corporations or associations which may carry out such projects as securing and preparing sites for industrial development, constructing industrial buildings, or rendering financial or managerial assistance to business and industry; furnish advice and assistance to such corporations or associations;
- (e) Carry on such other activities as may be necessary in the proper exercise of the functions described herein.

ARTICLE IV

MEMBERSHIP

***REVISED: December 1, 1986—See page 5 November 1, 2022**

- (a) ~~Membership. Anyone is eligible to become a member of the Commission, with full voting and other privileges, provided he or she is qualified to serve and is selected by a majority vote of each respective governing body. The Economic Development Commission membership shall consist of four members appointed by Watauga County; two members appointed by the Town of Boone; one member appointed by the Town of Beech Mountain; one member appointed by the Town of Blowing Rock; one member appointed by the Town of Seven Devils. The following listed individuals shall serve as original members of the Commission for the Commission for the terms herein set forth:~~

~~**THREE YEAR TERMS TWO YEAR TERMS ONE YEAR TERM**~~

- | | | |
|----|--------------------------|---------------|
| 1. | J. Paul Combs | |
| 2. | Sonja Bennett | |
| 3. | Bob Bumgarner | |
| 4. | | Harvey Bauman |
| 5. | | Kent Robinson |
| 6. | | Kakii Handley |
| 7. | | Lisle Snyder |
| 8. | | Pat West |
| 9. | | James L. Fox |

- (a) **Membership.** The Board of County Commissioners shall appoint the eleven (11) members of the Economic Development Commission as follows:
 - Three (3) members shall be appointed at large;
 - One (1) County Commissioner shall be appointed;
 - The Directors of the Boone Area Chamber of Commerce and the Blowing Rock Chamber of Commerce shall serve by virtue of position;

- One (1) member whose duties/activities at Appalachian State University (ASU) include economic development shall be designated by the Chancellor of ASU;
- One (1) member representing each of the Towns of Beech Mountain, Blowing Rock, Boone, and Seven Devils, designated by the respective town governing boards.

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- (b) **Voting.** Each member shall be entitled to one (1) vote in the affairs of the Commission. Proxy voting is not permitted.
- (c) **Attendance.** Failure to attend 50% of all regular meetings and special meetings of the Economic Development Commission without good cause shall terminate the membership of any appointee to the Economic Development Commission.
- (d) **Removal.** Any member may be removed from office with or without cause by a majority vote of the appointing boards

ARTICLE V

MEETINGS

- (a) **Regular Meetings.** There shall be a regular meeting of the Commission at least once every three months, at places and dates to be specified in the Rules and Regulations. Notice of these meeting, issued by the ~~secretary~~ **staff**, shall be ~~mailed transmitted to the last recorded address of~~ each member at least ~~ten~~ **seven** days before the time appointed for the meeting, subject to Open Meetings Law, N.C.G.S. 143-318.9 - 143-318.18, (Meetings of public bodies as amended by N.C. General Assembly).
- (b) **Annual Meeting.** There shall be an annual meeting of the Commission ~~during the month of November~~, for electing from its members a Chairman and such other officers as it may choose, for such terms as it shall prescribe in its Rules and Regulations. Notices of these meetings, issued by the ~~secretary~~, **staff** shall be ~~mailed to the last recorded address of~~ **transmitted to** each member at least ~~ten~~ **seven** days before the time appointed for the meeting.
- (c) **Special Meetings.** Special meetings may be called as specified in the Rules and Regulations, which shall be consistent with applicable N.C. General Statutes.

ARTICLE VI

OFFICERS AND COMMITTEES

- (a) **Elective Officers.** The elective officers of the Commission shall be a ~~Chairman~~ and a ~~Vice-Chairman~~; **staff shall provide administrative and financial management functions.** ~~a Secretary, and a Treasurer.~~ Other offices and officers may be established and appointed by the active members of the Commission pursuant to the Rules and Regulations.
- (b) **Standing Committees.** The Commission ~~shall~~ **may** have at least one standing committee: an executive committee of five (5) persons. At the annual meeting ~~held after the adoption of these Articles,~~ **if the EDC chooses to establish an executive committee**, there shall be elected by vote two

(2) (3) members of the executive committee. These members shall be elected for a one-year term. The Chairman and Vice-Chairman, ~~Secretary~~, are automatically members of the executive committee.

ARTICLE VII

AMENDMENT TO ARTICLES

These articles may be amended or repealed, in whole or in part, by majority vote of ~~each appointing governing body~~ the Board of County Commissioners.

ARTICLE VIII

RULES AND REGULATIONS

Rules and Regulations will be hereafter adopted. Such Rules and Regulations may be amended, or repealed, in whole or in part, in the manner provided therein, and the amendments to the Rules and Regulations shall be binding on all members, including those who may have voted against them.

ARTICLE IX

STAFF AND PERSONNEL

Within the limits of appropriated funds, the Commission may hire the necessary staff and personnel as necessary for its operations, contract with consultants for such services as it may require, and contract with the State of North Carolina or the Federal Government, or any agency of department thereof, for such services as may be provided by such agencies, and the Commission is empowered to carry out the provisions of such contracts as it may enter.

AMENDMENTS & REVISIONS
TO THE
ARTICLES OF ASSOCIATION
OF THE
WATAUGA COUNTY
ECONOMIC DEVELOPMENT COMMISSION

***ARTICLE IV Membership**

- (a) **Membership.** Anyone is eligible to become a member of the Commission with full voting and other privileges provided he or she is qualified to serve and is selected by a majority vote of each respective governing body. The Economic Development Commission shall consist of seven (7) members appointed by Watauga County and two (2) members appointed by the Town of Boone.

Effective July 1, 1987 the Town of Boone funding level will be reduced to 12% participation and will appoint two (2) members.

Effective July 1, 1988 the Town of Boone funding level will be reduced to 6% participation and will appoint one (1) member.

Effective July 1, 1988 Watauga County's funding level will be increased to 94% participation and will appoint eight (8) members.

Effective July 1, 1989 Watauga County's funding level will be increase to 100% participation and will appoint nine (9) members.

Revised: December 1, 1986

AMENDMENTS AND REVISIONS

TO THE

ARTICLES OF ASSOCIATION

OF THE

WATAUGA COUNTY

ECONOMIC DEVELOPMENT COMMISSION

ARTICLE IV Membership.

(a) **Membership.** anyone is eligible to become a member of the Commission with full voting and other privileges provided he or she is qualified to serve and is selected by a majority vote of each respective governing body. The Economic Development Commission shall be representative of the financial participation by each respective governing body.

Any municipality with greater than 10,000 population shall contribute a minimum of 83 of the total operating budget in order to have an appointment to the board. Any municipality with less than 10,000 population shall contribute a minimum of 43 in order to have an appointment to the board. The remainder of the budget not contributed by a municipality (ies) and other sources shall be provided by Watauga County as Watauga County deems appropriate. Watauga County shall retain the right to appoint a majority of the membership.

Regardless of financial participation, it is desired that geographic diversity be considered when new members are appointed.

(This amendment replaces that which was approved December 1, 1986.)

ARTICLE V Meetings.

(b) **Annual Meeting.** There shall be an annual meeting of the Commission during the month of July, for electing from its members a chairman and other such officers as it may choose

Revised: January 24, 1990

ARTICLE IV Membership.

(a) **Membership.** Anyone is eligible to become a member of the Commission with full voting and other privileges provided he or she is qualified to serve and is selected by a majority vote of each respective governing body. The Economic Development Commission shall be representative of the financial participation by each respective governing body.

Any municipality with greater than 10,000 population shall contribute a minimum of 8% of the total operating budget in order to have an appointment to the board. Any municipality with less than 10,000 population shall contribute a minimum of 4% in order to have an appointment to the board. The remainder of the budget not contributed by a municipality (ies) and other sources shall be provided by Watauga County as Watauga County deems appropriate. Watauga County shall retain the right to appoint a majority of the membership.

Regardless of financial participation, it is desired that geographic diversity be considered when new members are appointed.

**AMENDMENTS AND REVISIONS
TO THE
ARTICLES OF ASSOCIATION
OF THE
WATAUGA COUNTY
ECONOMIC DEVELOPMENT COMMISSION**

ARTICLE IV Membership

- (a) **Membership.** The Board of County Commissioners shall appoint the members of the Economic Development Commission as follows:
- Nine (9) members shall be appointed at large;
 - One (1) County Commissioner shall be appointed;
 - The Directors of the Boone Area Chamber of Commerce, the Blowing Rock Chamber of Commerce, and the Appalachian Regional Development Institute (ARDI) shall serve by virtue of position.
 - One (!) member of the Boone Town Council shall be appointed (Town Council to select the representative subject to the approval of the Board of Commissioners)

Revised June 5, 2007 and October 22, 2008.

**AMENDMENTS AND REVISIONS
TO THE
ARTICLES OF ASSOCIATION
OF THE
WATAUGA COUNTY
ECONOMIC DEVELOPMENT COMMISSION**

ARTICLE IV Membership

- (a) **Membership.** The Board of County Commissioners shall appoint the members of the Economic Development Commission as follows:
- Nine (9) members shall be appointed at large;
 - One (1) County Commissioner shall be appointed;
 - The Directors of the Boone Area Chamber of Commerce and the Blowing Rock Chamber of Commerce shall serve by virtue of position;
 - One (1) member whose duties/activities at Appalachian State University (ASU) include economic development shall be designated by the Chancellor of ASU;
 - One (1) member of the Boone Town Council shall be appointed (Town Council to select the representative subject to the approval of the Board of Commissioners)

Revised June 5, 2007, October 22, 2008, and February 16, 2010

**RULES AND REGULATIONS
OF
THE WATAUGA COUNTY ECONOMIC DEVELOPMENT COMMISSION**

ARTICLE I

Name and Office

1. **Name.** The name of this commission is the Watauga County Economic Development Commission.
2. **Office.** The principal office of the Commission shall be in the Watauga County Courthouse, Watauga County.

ARTICLE II

Membership

1. **General.** The affairs of the Commission shall be managed by its Active Membership (see Articles of Association), each of who shall be of legal age.
2. **Number and Tenure.** The number of active members shall be not less than nine (9). Each member shall hold office until his or her successor shall have been appointed and qualified.
3. **Appointment.** The active membership shall be nominated and appointed by the appropriate governing bodies as specified in the Articles of Association, (Article IV, Para. A).
4. **Resignation.** Any members may resign at any time by giving written notice to the Commission. Such resignation shall take effect at the time specified therein or, if no time is specified, at the time of acceptance thereof as determined by the Commission.
5. **Vacancies.** Any vacancy in the Commission occurring because of death, resignation, refusal to serve or otherwise, shall be filled for the unexpired term by action of the governing body who made the original appointment.
6. **Removal.** Any Member may be removed from office with or without cause by a majority vote of the governing body who made the original appointment.
7. **Compensation.** Members as such shall receive no compensation for their services as Members, but the Commission may by resolution authorize reasonable reimbursement of expenses incurred in the performance of their duties.

8. Committees.

- (a) The Commission may, by resolution adopted by a majority of the entire Commission, designate committees of not less than three (3) nor more than seven (7) Members, which shall have and may exercise, to the extent provided in said resolution, all of the authority of the Commission in the management of the affairs of the Commission, except as otherwise limited by law.
- (b) Each member of any committee established pursuant to this section shall serve at the pleasure of the Commission but no member shall be removed except by action of a majority of the entire Commission. Such committees shall report any actions taken to the meeting of the Commission next following the taking of such action, unless the Commission otherwise requires.
- (c) An Executive Committee shall be appointed in accordance with the procedures outlined in the Articles of Association.

ARTICLE III

Meetings of the Commission

- 1. Place of Meetings. The meetings of the Commission shall be held at the principal office of the Commission or at any place within the State of North Carolina that the Commission may from time to time designate.
- 2. Annual Meetings. The Annual Meeting of the Commission shall be held each year during the month of March for the purpose of appointment of Chairman and Officers and the transaction of other business.
*Revised: January 9, 1986 at regular meeting. See attached Revisions Page 5
- 3. Special Meetings. Special Meetings of the Commission may be called by the Chairman or Secretary and shall be called by either of them upon the written request of three (3) or more Members.
- 4. Notice of Meetings. Written or printed notice stating the time and place of a Commission meeting shall be delivered not less than five (5) nor more than twenty (20) days before the date thereof, either personally or by first-class mail, at the direction of the Chairman or Secretary calling the meeting. In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. When a meeting is adjourned to a date less than thirty (30) days subsequent to the original meeting, it shall not be necessary to give any additional notice of the adjourned meeting other than by announcement at the original meeting.

5. **Waiver of Notice.** Written consent thereto or the attendance of a Member at a meeting shall constitute a waiver of notice of such meeting except, in the latter instance, when a Member shall attend a meeting for the sole and express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.
6. **Quorum.** At all meetings of the Commission, a majority of the Members then in office shall constitute a quorum for the transaction of business. When a quorum is once present to organize a meeting, it shall not be broken by the subsequent withdrawal of any of those present, and a meeting may be adjourned despite the absence of a quorum.
7. **Manner of Acting.** The act of a majority of the Members present at which a quorum is present shall be the act of the Commission unless the act of a greater number is required by law, by the Articles of Association, or by these Bylaws.
8. **Informal Action by Commission.** Any action required by law to be taken at a meeting of Members, or any action which may be taken at a meeting of Members or at a meeting of any committee of the commission, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Members or by all the members of such committee, as the case may be, and filed with the minutes of the Commission or such committee, whether done before or after the action so taken.

ARTICLE IV

Officers

1. **Number.** The officers of the Commission shall consist of a Chairman, a Vice Chairman, a Secretary, and a Treasurer.
2. **Election, Term of Office and Qualifications.** The Chairman shall be elected at the organizational meeting of the active membership and thereafter at each Annual Meeting of the Commission by the active membership from among their number, and other officers shall be elected annually by the active membership from among its active membership as the Commission may see fit.
3. **Vacancies.** In case any office of the Commission becomes vacant by death, resignation, retirement, disqualification or any other cause, the Commission will elect an officer to fill the vacancy, and the officer so elected shall hold office and serve until the next Annual Meeting of the Commission and until the election and qualification of his successor.
4. **Chairman.** The Chairman shall preside at all meetings of the active membership. He shall do and perform such other duties and have such powers as may be assigned to him by the Commission.

5. **Vice Chairman.** The Vice Chairman in the order of his election, unless otherwise determined by the active membership, shall in the absence or disability of the Chairman, perform the duties and exercise the powers of that office. In addition, he shall perform such other duties and have such powers as the active membership shall prescribe.
6. **Secretary.** The Secretary shall have charge of such books, documents, and papers as the active membership may determine. He shall attend and keep the minutes of all the meetings of the Commission. He shall maintain a record of all the persons who are Members of the Commission, showing their respective places of residence. He may sign with the Chairman, in the name and on behalf of the Commission, any contracts or agreements authorized by the Commission. He shall in general perform all the duties incident to the office of Secretary, subject to the control of the Commission, and shall do and perform such other duties as may be assigned to him by the Commission.
7. **Treasurer.** The Treasurer shall have the care and custody of the funds of the Commission and shall have and exercise, under the supervision of the Board, all the powers and duties commonly incident to the office of Treasurer.
8. **Removal.** Any active member may be removed from office by the governing body who made the original appointment. Any active member proposed to be removed shall be entitled to at least five (5) days' notice in writing by mail, of the meeting of the governing body who made the original appointment at which such removal is to be voted upon, and shall be entitled to appear before and be heard by the governing body who made the original appointment at such meeting.

ARTICLE V

Amendment

These Rules and Regulations may be altered, amended or repealed by a majority vote of the entire Commission at any regular meeting or at any special meeting called for that purpose.

**AMENDMENTS & REVISIONS
TO THE
RULES & REGULATIONS
OF THE
WATAUGA COUNTY
ECONOMIC DEVELOPMENT COMMISSION**

***ARTICLE III** Meetings of the Commission

2. **Annual Meetings.** The annual Meeting of the Commission shall be held each year during the month of April for the purpose of appointment of Chairman and Officers and the transaction of other business.

Revised: January 9, 1986

**AMENDMENTS AND REVISIONS
TO THE
RULES AND REGULATIONS
OF THE
WATAUGA COUNTY
ECONOMIC DEVELOPMENT COMMISSION**

ARTICLE III Meetings of the Commission

2. **Annual Meetings.** The annual Meeting of the Commission shall be held each year during the month of July for the purpose of appointment of Chairman and Officers and the transaction of other business.

Revised: January 24, 1990

(This revision replaces that which was approved January 9, 1986)

**AMENDMENTS AND REVISIONS
TO THE
RULES AND REGULATIONS
OF THE
WATAUGA COUNTY
ECONOMIC DEVELOPMENT COMMISSION**

ARTICLE II Membership

2. **Number and Tenure:** The number of active members shall be not less than nine (9). Each member shall hold office no more than two (2) consecutive three (3) year terms. If a member fills a vacancy of an unexpired term, he or she may serve up to two (2) consecutive three (3) year terms in addition to the partial unexpired term. Each member shall hold office until his or her successor shall have been appointed and qualified.

(Revised July 23, 1991, as approved by Watauga County Board of Commissioners.)

(Note: This amendment is effective for those members whose term expire June 30, 1992 and after).

**AMENDMENTS AND REVISIONS
TO THE
RULES AND REGULATIONS
OF THE
WATAUGA COUNTY
ECONOMIC DEVELOPMENT COMMISSION**

ARTICLE II Membership

2. **Number and Tenure:** The number of active members shall be not less than thirteen (13). Each member appointed at large shall hold office no more than two (2) consecutive three (3) year terms. If a member fills a vacancy of an unexpired term, he or she may serve up to two (2) consecutive three (3) year terms in addition to the partial unexpired term. Each member shall hold office until his or her successor shall have been appointed and qualified.

(Revised June 5, 2007 as approved by the Board of Commissioners.)

**AMENDMENTS AND REVISIONS
TO THE
RULES AND REGULATIONS
OF THE
WATAUGA COUNTY
ECONOMIC DEVELOPMENT COMMISSION**

ARTICLE II Membership

2. **Number and Tenure:** The number of active members shall be not less than fourteen (14). Each member shall hold office no more than two (2) consecutive three (3) year terms. If a member fills a vacancy of an unexpired term, he or she may serve up to two (2) consecutive three (3) year terms in addition to the partial unexpired term. Each member shall hold office until his or her successor shall have been appointed and qualified.

(Revised October 22, 2008, as approved by the Board of Commissioners.)

STATE OF NORTH CAROLINA

DRAFT

LEASE ADDENDUM TO
FUNDING AGREEMENT

COUNTY OF WATAUGA

THIS LEASE ADDENDUM TO FUNDING AGREEMENT (this "Lease Addendum" or this "Agreement") is made and entered into this ___ day of _____ 2022 by and between the County of Watauga (hereinafter called "County" or "Landlord"), and the Boone Area Chamber of Commerce, a not-for-profit organization (hereinafter called "Chamber" or "Tenant"):

WITNESSETH

WHEREAS, the Chamber and County entered into a Funding Agreement on _____, 2022 (the "Funding Agreement") the terms of which, generally speaking, state that the County shall grant financial support to establish a coordinated county-wide economic development program, the purpose of which shall be to guide growth in Watauga County by encouraging the creation of new jobs, or saving of existing jobs, which pay above-average wages, are in businesses which have a favorable or non-adverse impact on the physical or social environment, and which contribute to an appropriately balanced, stable, and vital local economy; and

WHEREAS, in conjunction with providing for the financial support of an established county-wide economic development program as detailed in the Funding Agreement, the County and Chamber desire to enter into a lease agreement for the Chamber to operate the portions of the Appalachian Enterprise Center building located at 130 Poplar Grove Connector which are not currently leased and operated by the High Country Workforce Development Board ("HCWFD") (the portion(s) that are the subject of this Agreement shall be referred to as the "Leased Premises");

WHEREAS, this Lease Addendum shall supplement the terms of the Funding Agreement only and shall not otherwise modify or amend same. Any conflict will be resolved in favor of the enforcement of the Funding Agreement; and

NOW THEREFORE, based on good and valuable consideration including, without limitation, the assumption by the Chamber of certain economic development services for the benefit of the whole County, and Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises upon the terms and conditions hereinafter set forth:

1. PREMISES. All of the building known as the Appalachian Enterprise Center located at 130 Poplar Grove Connector, Boone, North Carolina, *LESS AND EXCEPT* the portion(s) leased to HCWFD as set forth in its Lease Agreement with the County which portion(s) are described as "approximately 2800 square feet" of the building which is shown as the red cross-hatched area on the drawing attached hereto and incorporated herein as Exhibit "A." Chamber accepts the Leased Premises in their present condition.

2. RELATIONSHIP OF PARTIES. Nothing in this Lease Agreement will change the Chambers' status as an independent contractor of the County. Any term read to imply that the Chamber is an agent or representative for the County shall be stricken. The Chamber cannot bind the County to any contract, obligation, servitude, covenant or other promise that the County has not acknowledged and to which it has not affixed its signature indicating consent in writing by the County Manager with approval of the Watauga County Board of Commissioners.

3. RENTS and OPERATIONS. The Chamber shall pay the County annual rent of \$1.00 per year for the Leased Premises. The Chamber shall collect rents due from subtenants/ lessees who rent a portion of the Leased Premises including, without limitation, offices and conference room(s) located therein, on a short or long-term basis. The Chamber is responsible for managing those subleases, and collecting rent from all subtenants/ sublessees. The Chamber may retain the rents collected subject to the Chamber's responsibility for certain operating expenses as provided in this Agreement. Any agreements entered into between the Chamber and any sublessees/ subtenant/ contractor for use of any portion of the Leased Premises must not violate any term of or be inconsistent with this Agreement or the Funding Agreement.

4. UTILITIES, OTHER EXPENSES, REPAIRS. The County shall continue to pay for the power, heating, air conditioning, and water and wastewater-related utilities. The County shall be responsible for all repairs to the Leased Premises and building in which it is located except for repairs made necessary by the negligence or willful misconduct of the Chamber or any sublessees/ users of the Leased Premises. All other utilities/ regular monthly expenses shall be paid by Chamber including, without limitation, phone, internet, copier lease/ supplies and repairs, and cleaning of the Leased Premises. Responsibility to pay for a utility service shall include all metering, hookup fees or other miscellaneous charges associated with the installation and maintenance of such utility.

5. IMPROVEMENTS; ALTERATIONS. Tenant shall not nor shall allow anyone else to make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent which it may withhold in its sole discretion. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances

6. TERM AND CANCELLATION. The term of this Agreement shall run concurrently with that of the Funding Agreement, and any renewals, extensions, or cancellation of this Lease Addendum shall be the same as those set forth in the Funding Agreement. Likewise, any amendments thereto shall automatically serve to amend this Lease Addendum.

7. TENANT'S COMPLIANCE; INSURANCE REQUIREMENTS. Tenant shall comply with all applicable laws, ordinances and regulations affecting the Leased Premises, now existing or hereafter adopted, including without limitation, The Americans With Disabilities Act of 1990 (the "ADA"), and any Rules and Regulations, if any, adopted by Landlord. The insurance requirements for the Parties set forth in the Funding Agreement are incorporated herein by reference as if fully set forth. In addition thereto, Landlord shall keep the building in which the Leased Premises are located, including the improvements not required to be insured by the Tenant under this Agreement, insured against damage and destruction by perils insured by the equivalent of ISO Special Form Property Insurance in the amount of the replacement value of the Building. Each party shall keep its personal property and trade fixtures in the Leased Premises and Building insured with the equivalent of ISO Special Form Property Insurance in the amount of the full replacement cost of the property and fixtures. In the event of a partial or full casualty event, it will be in the County's sole discretion whether, when, and how to make any repairs or to rebuild, and it may immediately terminate this Agreement (and the subleases) and account for the rent paid to date. All insurance proceeds resulting from any such event shall be the sole property of the County and the County is not obligated to pay any expenses or damages incurred by the Chamber or any subtenant/ sublessee associated with loss of personal property, business interruption or other loss.

The Chamber must be in compliance with all insurance requirements and terms set forth in the Funding Agreement including, without limitation, notice(s), proof of insurance (certificates satisfactory to the County), etc. prior to taking possession of and/ or commencing managing and operating the Leased Premises and reconfirm all such requirements are met annually thereafter prior to the beginning of each year of the term/ renewal term(s). The Chamber shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Watauga County Finance Office and for three years subsequent for any claims made coverage. If Chamber does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Watauga County may be considered. Any requests for consideration of alternate coverage must be presented by Chamber PRIOR TO provision of any services associated with this Agreement. In the event that Chamber contracts with or uses and third parties and/ or subcontractors to perform any of the services under this Agreement, then and in that event, Chamber shall contractually require such subcontractor(s) to meet all of the requirements of this section.

Except to the extent same are caused by the negligence or willful misconduct of the County, it is the intent of this section to require Chamber to indemnify Watauga County to the extent permitted under North Carolina law. Chamber shall defend, indemnify and hold harmless the County from and against any and all losses, liability, claims or expenses (including reasonable attorney's fees) arising out of (i) Chamber's use of all or a portion of the Leased Premises, (ii) any activity, work, or other thing done, permitted or suffered by Chamber or users/ sublessees in or about the Leased Premises, (iii) any breach or default by Chamber in the performance of any of its obligations under this Agreement, or (iv) any act or negligence of Tenant, or any officer, agent, employee, contractor, servant, invitee or guest of Tenant; and in each case from and against any and all damages, losses, liabilities, lawsuits, costs and, expenses or fees at (all tribunal levels) arising in connection with any such claim or claims (i) through (iv) above, or any action brought thereon. The provisions of this paragraph shall survive the termination of this Lease.

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

8. MISCELLANEOUS.

- a. The Chamber shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.
- b. The County may enter the Leased Premises at any time.

County of Watauga

**Boone Area Chamber
Of Commerce**

Deron Geouque
County Manager

David Jackson
President and CEO

Date

Date

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

Finance Director

Date

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AGENDA ITEM 6:

MIDDLE FORK GREENWAY MATTERS

- A. Division of Water Resources (DWR) Grant Acceptance Request*
- B. Parks and Recreation Trust Fund (PARTF) Grant Acceptance Request*

MANAGER'S COMMENTS:

Mr. Furman will request the Board approve a \$500,000 grant from the Division of Water Resources of the North Carolina Department of Environmental Quality and a \$500,000 grant from the North Carolina Division of Parks and Recreation. The required matches will be provided by the Blue Ridge Conservancy. The two grants are for the Middle Fork Greenway - Boone Gorge Park.

Board approval is requested to accept the two grants both in the amount of \$500,000 for the Middle Fork Greenway - Boone Gorge Park with the required matching funds to come from the Blue Ridge Conservancy.

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
RICHARD E. ROGERS, JR.
Director



NORTH CAROLINA
Environmental Quality

November 2, 2022

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

Dear Mr. Geouque,

The Division of Water Resources (DWR) of the North Carolina Department of Environmental Quality (NCDEQ) is pleased to announce that **\$500,000** in financial assistance for a project located in your jurisdiction has been approved by the State of North Carolina.

We congratulate Watauga County on its sponsorship of the **Boone Gorge Park Middle Fork Greenway Project**. This grant will provide financial assistance for the development and construction of two miles of trails, water-based outdoor recreation facilities, streambank stabilization and stormwater control measures along the Middle Fork South Fork of the New River. Your ongoing efforts to improve the condition of water-based recreational resources in your jurisdiction are to be commended.

DWR will be contacting your staff soon concerning the administrative requirements, including the signing of a grant contract with the State, for the use of state funds for this project. This award letter is not a guarantee of funding due to the COVID-19 pandemic or other unanticipated events that could reduce current appropriated state funding, any contracts shall be subject to availability of funding.

We look forward to working with you on this project. If you have questions, please contact Amin Davis at 919-707-9132 or via email at: amin.davis@ncdenr.gov.

Sincerely,

Richard Rogers, Jr.
Director, Division of Water Resources

ECc: Joe Furman, Watauga County
Wendy Patoprsty, Blue Ridge Conservancy
Amin Davis, Division of Water Resources
Sue Homewood, Division of Water Resources



North Carolina Department of Environmental Quality | Division of Water Resources
512 N. Salisbury Street | Raleigh, North Carolina 27699-1617
919-707-9000



North Carolina Division of Parks and Recreation

Governor Roy Cooper

Secretary D. Reid Wilson

October 11, 2022

Mr. Joe Furman
 Director of Planning and Inspections
 Watauga County
 126 Poplar Grove Connector, Suite 201
 Boone, NC 28607

Dear Mr. Furman:

Watauga County has received a grant from the N.C. Parks and Recreation Trust Fund (PARTF) for the Boone Gorge Park, Middle Fork Greenway project. I am writing to you as the County's contact person to provide information about administering the grant.

The first step is to execute a contract between Watauga County and the N.C. Department of Natural and Cultural Resources (DNCR). Enclosed are two copies of the contract. Please have your chief elected official sign and return both copies to me at the address below within 45 days. A representative of DNCR will then sign the contracts and return a copy of the executed contract. Please do not begin work on the PARTF project until you receive the signed contract.

PARTF grants are paid on a reimbursement basis. A local government must first spend its own funds on the project and then be reimbursed. The enclosed PARTF Grant Manual provides further information about accounting and grant administration. The manual is also available at www.ncparks.gov/partf under "For Grant Recipients". It is very important that your finance officer and project manager are familiar with this information. In addition, a series of progress inspections for your project will be conducted by your regional consultant.

Your local government may have received additional funds from other sources for this project. If PARTF funds are no longer needed, please notify me to withdraw this grant.

Sincerely,

Vonda Martin
 Manager, Grants and Outreach Program

Enclosures

cc: Judy Francis, Recreation Resources Service Regional Consultant

Dwayne Patterson, Director
 NC Division of Parks and Recreation
 1615 MSC - Raleigh, NC 27699-1615
 919.707.9300 / ncparks.gov

NORTH CAROLINA STATE PARKS
Naturally Wonderful

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AGENDA ITEM 6:

MIDDLE FORK GREENWAY MATTERS

C. Proposed Property Donation

MANAGER'S COMMENTS:

Mr. Furman will request the Board accept the donation of property from Mr. Robert Toppi before the end of 2022. The property is contiguous with the Boone Gorge Park and would be incorporated into the park. Mr. Toppi has indicated that he will not pay for a survey of the parcel.

Board action is required to accept the donation from Mr. Toppi contingent upon County Attorney review.

LETTER OF INTENT TO DONATE PROPERTY

Date:

Robert Toppi
5380 Marina Drive
Bokeelia, FL 33922

With this Letter of Intent, it is my desire to begin the process of working towards donating my land on Jordan V. Cook Rd. to Watauga County as Grantee. The donation will be contingent on:

- Clear title
- No outstanding liens, loans, deeds of trust, or mortgages
- No environmental contamination problems
- Legal Access
- Recent survey or clearly marked property boundaries
- Approval by the Watauga County Board of Commissioners

I understand and acknowledge that Watauga County its members and employees, have not provided any legal, tax, accounting, or other related advice in any manner with respect to the donation of my property.

This is a non-binding letter of intent and does not obligate the parties. Your signature of this letter indicates only your intent to negotiate in good faith toward a mutually acceptable donation as outlined in this letter.

I look forward to our continued work together.

Signed:  _____
Property Owner

10/17/2022
Date

Property Owner

Date

** I do not intend on purchasing a survey in order to donate this property.*



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Boone Gorge Park

Toppi Property

Toppi Property

 0 250 500 Feet

Blue Ridge Conservancy

Middle Fork River



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

Prepared by Blue Ridge Conservancy 2022
 Source: Watauga County Tax Mapping

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AGENDA ITEM 7:**BID AWARD REQUEST FOR COURTHOUSE REPLACEMENT CHILLER****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will request the Board award the bid to Carrier for the Courthouse chiller replacement. The bid is a material-only. Staff will return to the Board of Commissioners with another bid for the installation of the unit and other improvements for the Courthouse heating and cooling systems.

BID SUMMARY

MFG	Lead Time	Price
Carrier	40 weeks	\$58,900
Daikin	41 weeks	\$62,890
Trane	38 weeks	\$74,000
York	38 weeks	\$77,850

Board action is required to accept the material-only bid from Carrier in the amount of \$58,900. Adequate funds have been budgeted to cover the expenditure.



WATAUGA COUNTY

MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director

DATE: November 8, 2022 *m*

RE: Bid Award Request for Replacement Chiller

BACKGROUND

The Courthouse chiller is scheduled for replacement this fiscal year due to its age and obsolescence. Wally Overton from Professional Engineering Associates has received bids from four manufacturers for equivalent 75-ton replacement chiller units. This is a material-only bid. Staff will return to the Board of Commissioners with another bid for the installation of the unit and other improvements for the Courthouse heating and cooling systems.

BID SUMMARY		
<u>MFG</u>	<u>Lead Time</u>	<u>Price</u>
Carrier	40 wks	\$58,900
Daikin	41 wks	\$62,890
Trane	38 wks	\$74,000
York	38 wks	\$77,850

RECOMMENDATION

Staff recommends the Watauga County Board of County Commissioners award to the low bidder, Carrier, in the amount of \$58,900.

FISCAL IMPACT

This replacement chiller is in the Capital Improvement Plan, and funds are available to pay for the cost of this unit in the FY 22-23 budget.



CARRIER-DSO-CHARLOTTE
 5900 Northwoods Business Pkwy
 Charlotte, NC 28269
 (P) (336) 709-0089

Proposal

Project Name: Watagua Co. Courthouse **Bid Date:** 06/25/2020
Location: Boone, NC **Expiration Date:** 11/02/2022
Attention: All Bidders **Proposal Number:** 1022MVAR0775

We at Carrier are pleased to quote the following equipment for the above referenced project in accordance with attached T&C's.

<u>Air-Cooled Scroll Chiller</u>		Qty: (1)
<p><u>Model:</u> 30RBX08054-LPG37</p> <p><u>Mark For:</u> ACC-1</p>	<p>The Following Items Are Included:</p> <ul style="list-style-type: none"> • 208/230/3/60 Power Supply – Single Point Power Connection -No additional separate electrical supply needed for evaporator heater • Full Factory Charge of R-410a Refrigerant, High/Low Pressure Protection • Hinged Access Panels, Temperature & Pressure Displays, Refrigerant Filter Drier • Across The Line Compressor Start, Anti-Cycling Protection, Unit Mounted Control Panel • Factory Run Test and Run Test Certificate (Provided in Control Panel) • Dual Independent Refrigerant Circuits, Rotary Scroll Compressors w/ Protections • Electronic Expansion Valve & Navigator ComfortLink Scrolling Marquee Display • Direct Expansion Shell-And-Tube Cooler w/ Cooler Insulation • Micro Channel Condenser Coil (All Aluminum), Low Chiller Sound Option • Low Ambient Mechanical Cooling down to -20F, Minimum Load Control (HGBP) • Coil Trim Panels / Security Grilles (Factory Installed) • Chilled Water Factory Flow Switch (Factory Installed/Wired) • BACnet Communications Interface to Building Management System (BMS) • Greenspeed Variable Speed Condenser Fans (High Efficiency) • Chiller Start-Up by Carrier Commercial Service Technician • 1st Year Parts and Labor Warranty by Carrier Commercial Service • Extended 2nd-3rd Year Micro Channel Condenser Coil Warranty – Parts Only • Extended 2nd – 5th Year Compressor Warranty – Parts Only • Chiller Manufactured in Charlotte, NC – FOB Factory, Freight Allowed to Jobsite/Shop • Standard Manufacturing Lead-Time: 40 Weeks plus a few days transit from Charlotte • 4 Hours Owner Training Per Site, As Needed <p><u>The Following Items Are Not Included:</u> Main Power Disconnects, Chilled Water Strainer, Maintenance Agreement, External Vibration Isolation Pads/Spring, and Start-Up/Warranty Work outside of standard business hours.</p>	

Pricing

Total Price for items as listed above (excluding taxes) \$58,900.00

Regards,

MARK VARADI
 CARRIER-DSO-CHARLOTTE
 mark.b.varadi@carrier.com

Unit Report For ACC-1

Project: Watagua Co Courthouse 2022
 Prepared By:

10/03/2022
 04:15PM

Unit Information

Tag Name:..... **ACC-1**
 Model Number:..... **30RB080**
 Condenser Type:..... **Air Cooled**
 Compressor Type:..... **Scroll**
 Nameplate Voltage:..... **208/230-3-60** V-Ph-Hz
 Quantity:..... **1**
 Manufacturing Source:..... **Charlotte, NC USA**
 Refrigerant:..... **R410A**
 Independent Refrigerant Circuits:..... **2**
 Capacity Control Steps:..... **5**
 Minimum Capacity:..... **16.0** %
 Shipping Weight:..... **4002** lb
 Operating Weight:..... **4267** lb
 Unit Length:..... **95** in
 Unit Width:..... **89** in
 Unit Height:..... **90** in

Accessories and Installed Options

Freeze Protection
 Micro Channel
 Low Sound Option
 Minimum Load Control
 Single Point
 BACnet Communications
 Coil Trim Panels (both sides of the chiller), Grilles
 Greenspeed Intelligence: High-Efficiency Variable Condenser Fans

Chiller Warranty Information (Note: for US & Canada only)

First Year - Parts Only (Standard)
 Start-up and Complete Unit 1st Year Labor, First Unit
 Compressor Years 2-5 Parts Only

Ordering Information

Part Number	Description	Quantity
30RBX08054-LPG37	Packaged Chiller	1
	Base Unit	
	Freeze Protection	
	Micro Channel	
	Low Sound Option	
	Minimum Load Control	
	Single Point	
	BACnet Communications	
	Coil Trim Panels (both sides of the chiller), Grilles	
	Greenspeed Intelligence: High-Efficiency Variable Condenser Fans	

Certified Drawing for ACC-1

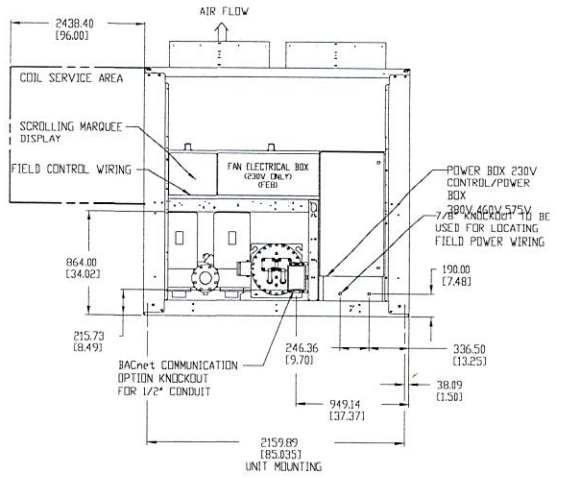
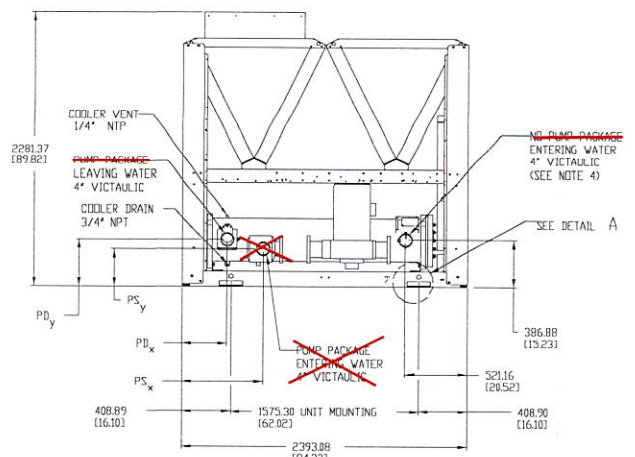
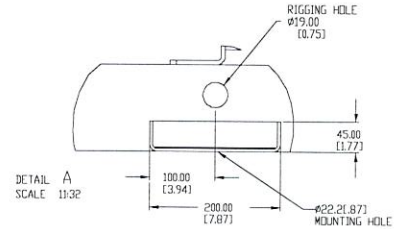
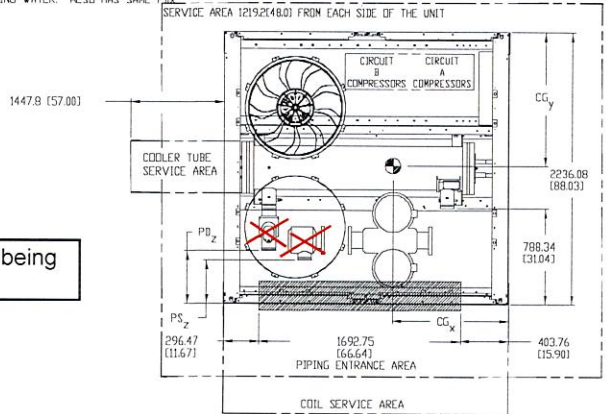
Project: Watagua Co Courthouse 2022
Prepared By:

10/03/2022
04:15PM

- NOTES: 1. UNIT MUST HAVE CLEARANCES AS FOLLOWS:
TOP- DO NOT RESTRICT
SIDES AND END- 6" FROM SOLID SURFACE FOR AIRFLOW
SIDE- 8" REQUIRED FOR COIL SERVICE AREA.
2. ALL PUMPS HAVE DRAINS LOCATED AT THE BOTTOM OF VOLUTE FOR DRAINING.
3. TEMPERATURE RELIEF DEVICES LOCATED ON SUCTION LINE, LIQUID LINE AND FILTER DRIER OF EACH CIRCUIT AND HAVE 3/4" FLARE CONNECTION.
4. NO PUMP PACKAGE LEAVING WATER CONNECTION IS SAME SIZE AND HAS SAME Y AND Z DIMENSIONS AS ENTERING WATER. ALSO HAS SAME PUMP DIMENSION AS PUMP PACKAGE.

UNITED TECHNOLOGIES CARRIER
 PO BOX 4888 SYRACUSE, NY 13221
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No Pump Package is being provided



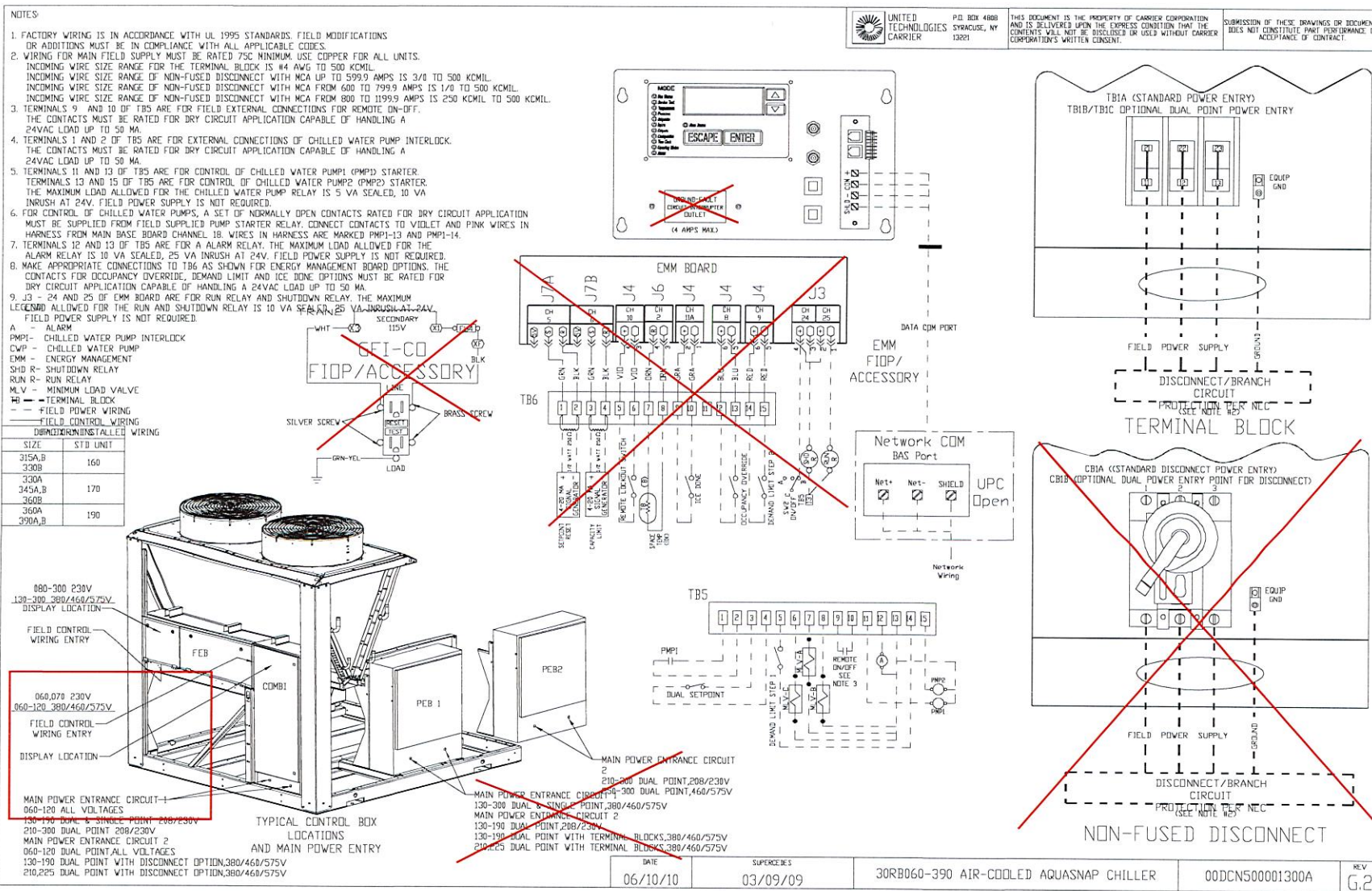
30RB-080	WEIGHT CU/AL (187kg)	MAX WEIGHT CU/AL PUMP (251)	WEIGHT CU/AL PUMP (187kg)	MAX WEIGHT CU/AL PUMP (230)	WEIGHT MCHX (187kg)	MAX WEIGHT MCHX PUMP (1934)	CENTER OF GRAVITY			PUMP SUCTION (PS)			PUMP DISCHARGE (PD)										
							CGx MM (INCH)	CGy MM (INCH)	CGz MM (INCH)	X MM (INCH)	Y MM (INCH)	Z MM (INCH)	X MM (INCH)	Y MM (INCH)	Z MM (INCH)								
	4680	3523	3082	6205	4267	5130	1236	1012	675.6	309.9	253.1	381.0	497.8	170.2	1236	1012	675.6	309.9	253.1	381.0	497.8	170.2	
	2991	2511	2310	2730	1934	2935	(47.48)	(1012)	(26.6)	(12.2)	(10.0)	(15.0)	(19.6)	(6.7)									

DATE	SUPERCEDES	30RB-080 AIR COOLED CHILLER	00DCNS00000200A	REV H.5
06/10/10	04/20/10			

Field Wiring Diagram for ACC-1

Project: Watagua Co Courthouse 2022
Prepared By:

10/03/2022
04:15PM



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Guide Specification for ACC-1

Project: Watagua Co Courthouse 2022
Prepared By:

10/03/2022
04:15PM



GUIDE SPECIFICATIONS – 30RBX08054-LPG37

HVAC Guide Specifications Outdoor Air-Cooled Liquid Chiller

Size: 080

Part 1: General

SYSTEM DESCRIPTION

- 1.01. Microprocessor controlled, air-cooled liquid chiller for outdoor installation, utilizing scroll compressors and low sound fans.
- 1.02. With the addition of Greenspeed intelligence, all fans are controlled with variable speed fan drive motors. Chiller software shall be specifically developed to coordinate optimal fan speed for application conditions and provide refrigerant circuit optimization, resulting in higher part-load efficiency and reduced acoustic levels.

QUALITY ASSURANCE

- 1.01. Unit shall be rated in accordance with AHRI (Air-Conditioning, Heating and Refrigeration Institute) Standard 550/590, latest edition (U.S.A.) and all units shall be ASHRAE (American Society of Heating, Refrigeration, and Air-Conditioning Engineers) 90.1 compliant.
- 1.02. Unit construction shall comply with ASHRAE 15 Safety Code, UL latest edition, and ASME (American Society of Mechanical Engineers) applicable codes (U.S.A. codes).
- 1.03. Unit shall be manufactured in a facility registered to ISO 9001 Manufacturing Quality Standard.
- 1.04. Unit shall be full load run tested at the factory.

DELIVERY, STORAGE AND HANDLING

- 1.01. Unit controls shall be capable of withstanding 150 F (66 C) storage temperatures in the control compartment.
- 1.02. Unit shall be stored and handled per unit manufacturer's recommendations.

Part 2: Products

EQUIPMENT

2.01. General:

- A. Factory assembled, single-piece chassis, air-cooled liquid chiller. Contained within the unit cabinet shall be all factory wiring, piping, controls, refrigerant charge (R-410A), and special features required prior to field start-up.

2.02. Unit Cabinet:

- A. The base rail is industrial-quality, 7ga, zinc-dipped, galvanized frame (with Magni-coated screws).
- B. Cabinet shall be galvanized steel casing with a baked enamel powder or pre-painted finish.
- C. Painted parts shall withstand 1000 hours in constant neutral salt spray under ASTM B117 conditions with a 1 mm scribe per ASTM D1654. After test, painted parts shall show no signs of wrinkling or cracking, no loss of adhesion, no evidence of blistering, and the mean creepage shall not exceed 1/4 in. (Rating = 4 per ASTM D1654) on either side of the scribe line.

2.03. Fans:

- A. Condenser fans shall be direct-driven, VFD [variable frequency drive] controlled, 9-blade airfoil cross-section, reinforced polymer construction, shrouded-axial type, and shall be statically and dynamically balanced with inherent corrosion

Guide Specification for ACC-1

Project: Watagua Co Courthouse 2022
Prepared By:

10/03/2022
04:15PM

resistance. The variable speed drives shall include a DC link reactor

- B. Air shall be discharged vertically upward.
- C. Fans shall be protected by coated steel wire safety guards.

2.04. Compressor/Compressor Assembly:

- A. Fully hermetic scroll type compressors.
- B. Direct drive, 3500 rpm (60Hz), protected by motor temperature sensors, suction gas cooled motor.
- C. External vibration isolation rubber-in-shear.
- D. Each compressor shall be equipped with crankcase heaters to minimize oil dilution.

2.05. Cooler:

- A. Shell-and-tubetype, direct expansion.
- B. Tubes shall be internally enhanced seamless-coppertype rolled into tube sheets.
- C. Shall be equipped with Victaulic-type water connections.
- D. Shell shall be insulated with 3/4-in. (19-mm) PVC foam (closed-cell) with a maximum K factor of 0.28.
- E. Design shall incorporate a minimum of 2 independent direct-expansion refrigerant circuits.
- F. Cooler shall be tested and stamped in accordance with ASME Code for a refrigerant working side pressure of 445 psig (3068 kPa). Cooler shall have a maximum water-side pressure of 300 psig (2068 kPa).
- G. Cooler shall be provided with a factory-installed flow switch.

2.06. Condenser:

- A. Coil shall be air-cooled Novation® heat exchanger technology with microchannel (MCHX) coils and shall have a series of flat tubes containing a series of multiple, parallel flow microchannels layered between the refrigerant manifolds. Coils shall consist of a two-pass arrangement. Coil construction shall consist of aluminum alloys for fins, tubes, and manifolds in combination with a corrosion-resistant coating.
- B. Tubes shall be cleaned, dehydrated, and sealed.
- C. Assembled condenser coils shall be leak tested and pressure tested at 656 psig (4522 kPa).

2.07. Refrigeration Components:

- A. Refrigerant circuit components shall include replaceable-core filter drier, moisture indicating sight glass, electronic expansion device, discharge service valve and liquid line service valves, and complete operating charge of both refrigerant R-410A and compressor oil.

2.08. Controls, Safeties, and Diagnostics:

- A. Unit controls shall include the following minimum components:
 1. Microprocessor with non-volatile memory. Battery backup system shall not be accepted.
 2. Separate terminal block for power and controls.
 3. Control transformer to serve all controllers, relays, and control components.
 4. ON/OFF control switch.
 5. Replaceable solid-state controllers.
 6. Pressure sensors shall be installed to measure suction and discharge pressure. Thermistors shall be installed to measure cooler entering and leaving fluid temperatures as well as optional heat reclaim condenser entering and leaving fluid temperatures, and refrigerant pump down pressure and temperature.
- B. Unit controls shall include the following functions:
 1. Automatic circuit lead/lag.
 2. Hermetic scroll compressors are maintenance free and protected by an auto-adaptive control that minimizes compressor wear.
 3. Capacity control based on leaving chilled fluid temperature and compensated by rate of change of return-fluid temperature with temperature set point accuracy to 0.1° F (0.06° C).
 4. Limiting the chilled fluid temperature pulldown rate at start-up to an adjustable range of 0.2° F to 2° F (0.11° C to 1.1° C) per minute to prevent excessive demand spikes at start-up.
 5. Seven-day timeschedule.

Guide Specification for ACC-1

Project: Watagua Co Courthouse 2022
Prepared By:

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04:15PM

6. Leaving chilled fluid temperature reset from return fluid and outside air temperature.
 7. Chilled water pump and optional heat reclaim condenser water pump start/stop control and primary/standby sequencing to ensure equal pump run time.
 8. Dual chiller control for parallel chiller applications without addition of hardware modules and control panels (additional thermistors and wells are required).
 9. Timed maintenance scheduling to signal maintenance activities for pumps, strainer maintenance and user-defined maintenance activities.
 10. Low ambient protection to energize cooler and optional heat reclaim or hydronic system heaters.
 11. Periodic pump start to ensure pump seals are properly maintained during off-season periods.
 12. Single step demand limit control activated by remote contact closure.
 13. Nighttime sound mode to reduce the sound of the machine by a user-defined schedule.
- C. Diagnostics:
1. The control panel shall include, as standard, a scrolling marquee display capable of indicating the safety lockout condition by displaying a code for which an explanation may be scrolled at the display with time and date stamp.
 2. Information included for display shall be:
 - a. Compressor lockout.
 - b. Loss of charge.
 - c. Low fluid flow.
 - d. Cooler coil freeze protection.
 - e. Cooler set point.
 - f. Chilled water reset parameters.
 - g. Thermistor and transducer malfunction.
 - h. Entering and leaving-fluid temperature.
 - i. Evaporator and condenser pressure.
 - j. System refrigerant temperatures.
 - k. Chiller run hours.
 - l. Compressor run hours.
 - m. Compressor number of starts.
 - n. Time of day:
 - I) Display module, in conjunction with the microprocessor, must also be capable of displaying the output (results) of a service test. Service test shall verify operation of every switch, thermistor, fan, and compressor before chiller is started.
 - II) Diagnostics shall include the ability to review a list of the 30 most recent alarms with clear language descriptions of the alarm event. Display of alarm codes without the ability for clear language descriptions shall be prohibited.
 - III) An alarm history buffer shall allow the user to store no less than 30 alarm events with clear language descriptions, time and date stamp event entry.
 - IV) The chiller controller shall include multiple connection ports for communicating with the local equipment network, the Carrier Comfort Network® (CCN) system and access to chiller control functions from any point on the chiller.
 - V) The control system shall allow software upgrade without the need for new hardware modules.
 - o. Crankcase heater failure.
- D. Safeties:
1. Unit shall be equipped with thermistors and all necessary components in conjunction with the control system to provide the unit with the following protections:
 - a. Loss of refrigerant charge.
 - b. Reverse rotation.

Guide Specification for ACC-1

Project: Watagua Co Courthouse 2022
Prepared By:

10/03/2022
04:15PM

- c. Low chilled fluid temperature.
 - d. Thermal overload.
 - e. High pressure.
 - f. Electrical overload.
- 2. Condenser fan and factory pump motors shall have external overcurrent protection.
- 2.09. Operating Characteristics:
 - A. Unit shall be capable of starting and running at outdoor ambient temperatures from 32 F to 125 F (0° to 52 C) for all sizes.
 - B. Unit shall be capable of starting up with 95 F (35 C) entering fluid temperature to the cooler.
- 2.10. Motors:
 - A. Condenser-fan motors shall be totally enclosed single-speed, 3-phase type with permanently lubricated bearings and Class F insulation.
- 2.11. Electrical Requirements:
 - A. Unit/module primary electrical power supply shall enter the unit at a single location (some chiller voltage/size combinations require 2 power supplies).
 - B. Unit shall operate on 3-phase power at the voltage shown in the equipment schedule.
 - C. Control points shall be accessed through terminal block.
 - D. Unit shall be shipped with factory control and power wiring installed.
- 2.12. Chilled Water Circuit:
 - A. Chilled water circuit shall be rated for 300 psig (2068 kPa).
- 2.13. Special Features:
 - A. High-efficiency variable condenser fans:
 - 1. All fans on the unit shall have variable speed fan motors to provide higher part load efficiency and reduced acoustic levels. Each fan circuit shall have a factory-installed, independent variable speed drive with display. Variable speed drives are rated IP-55 enclosures and UL Listed. The use of this option, with the addition of antifreeze in the cooler circuit and wind baffles, shall allow running with outdoor ambient temperatures down to -20 F (-28.9 C).
 - B. Minimum Load Control:
 - 1. Unit shall be equipped with factory-installed, microprocessor-controlled, minimum load control that shall permit unit operation down to a minimum of 6% capacity (varies with unit size). This option is not available on applications with leaving fluid temperature less than 38 F (3.3 C).
 - C. Condenser Coil Trim Panels:
 - 1. Unit shall be supplied with factory-installed coil covers and painted grilles to protect the condenser coil and internal chiller components from physical damage.
 - D. Security Grilles:
 - 1. Unit shall be supplied with factory-installed coil covers and painted grilles to protect the condenser coil and internal chiller components from physical damage.
 - E. BACnet Communication Option:
 - 1. Shall provide factory-installed communication capability with a BACnet MS/TP network. Allows integration with i-Vu® Open control system or a BACnet building automation system.
 - F. Freeze Protection Cooler Heaters:
 - 1. Cooler heaters shall provide protection from cooler freeze-up to -20 F (-29 C).
 - G. Compressor Sound Reduction:
 - 1. Shall provide sound reduction for the scroll compressors.
 - a. Unit shall be equipped with factory-installed option low sound - compressor sound reduction blanket which reduces unit sound levels by providing an acoustic blanket on each compressor.

Detailed Performance Summary For ACC-1

Project: Watagua Co Courthouse 2022
Prepared By:

10/03/2022
04:15PM



30RB with Greenspeed® Intelligence



Accounted for Boone, NC elevation

Unit Information

Tag Name: ACC-1
 Model Number: 30RB080
 Condenser Type: Air Cooled
 Compressor Type: Scroll
 Nameplate Voltage: 208/230-3-60 V-Ph-Hz
 Quantity: 1
 Manufacturing Source: Charlotte, NC USA
 ASHRAE 90.1: 2013/2016, 2010, 2007
 Refrigerant: R-410A
 Capacity Control Steps: 5
 Minimum Capacity: 16.00 %
 Shipping Weight: 4002 lb
 Operating Weight: 4267 lb
 Refrigerant Weight (Circuit A): 33 lb
 Refrigerant Weight (Circuit B): 33 lb
 Unit Length: 95 in
 Unit Width: 89 in
 Unit Height: 90 in
 Minimum Outdoor Operating Temp: -20.0 °F

Condenser Information

Altitude: 3,200 ft
 Number of Fans: 4
 Total Condenser Fan Air Flow: 49,600 CFM
 Entering Air Temperature: 95.0 °F

Integrated Pump Information

No Pump Selected

Accessories and Installed Options

- Freeze Protection
- Micro Channel
- Low Sound Option
- Minimum Load Control
- Single Point
- BACnet Communications
- Coil Trim Panels (both sides of the chiller), Grilles
- Greenspeed Intelligence: High-Efficiency Variable Condenser Fans

Electrical Information

Unit Voltage: 208/230-3-60 V-Ph-Hz
 Connection Type: Single Point
 Minimum Voltage: 187 Volts
 Maximum Voltage: 253 Volts
 SCCR: 5 kA

Performance Information

Cooling Capacity: 75.35 Tons
 Total Compressor Power: 85.14 kW
 Total Fan Motor Power: 9.113 kW
 Total Unit Power (without pump): 94.25 kW
 Efficiency (without pump) (EER): 9.594 BTU/Wh

Evaporator Information

Fluid Type: Fresh Water
 Fouling Factor: 0.000100 (hr-sqft-F)/BTU
 Leaving Temperature: 44.00 °F
 Entering Temperature: 59.00 °F
 Fluid Flow: 120.2 gpm
 Fluid Flow Min: 96.00 gpm
 Fluid Flow Max: 384.0 gpm
 Pressure Drop: 3.24 ft H2O

Amps	Electrical Circuit 1	Electrical Circuit 2
MCA	366.5	---
MOCP	400.0	---
ICF	757.8	---
Rec Fuse Size	400.0	---

Detailed Performance Summary For ACC-1

Project: Watagua Co Courthouse 2022
Prepared By:

10/03/2022
04:15PM

Integrated Part Load Value (AHRI)

IPLV:..... 16.07 BTU/Wh

Unit Performance				
Percent of Full Load Capacity, %	100.00	75.00	50.00	25.00
Percent of Full Load Power, %	100.00	55.57	27.24	12.35
Unloading Sequence	B	B	B	B
Cooling Capacity, Tons	76.02	57.01	38.01	19.00
Total Unit Power, kW	93.44	51.93	25.45	11.54
Efficiency (EER), BTU/Wh	9.762	13.18	17.92	19.76
Evaporator Data				
Fluid Entering Temperature, °F	54.00	51.49	48.99	46.50
Fluid Leaving Temperature, °F	44.00	44.00	44.00	44.00
Fluid Flow Rate, gpm	181.8	181.8	181.8	181.8
Fouling Factor, (hr-sqft-F)/BTU	0.000100	0.000100	0.000100	0.000100
Pressure Drop, psi	3.04	3.05	3.07	3.08
Condenser Data				
Entering Air Temperature, °F	95.0	80.0	65.0	55.0

Sound power measured in accordance with ANSI/AHRI Standard 370-2015.



Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org.

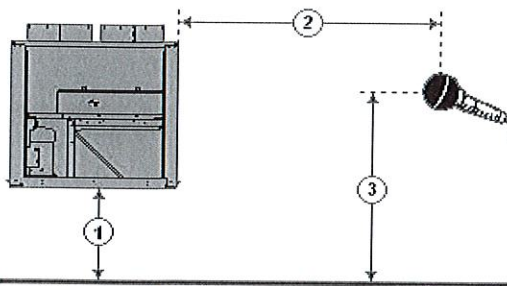
Detailed Performance Summary For ACC-1

Project: Watagua Co Courthouse 2022
 Prepared By:

10/03/2022
 04:15PM

Unit Parameters

Tag Name:	ACC-1	
Model Number:	30RB080	
Condenser Type:	Air Cooled	
Compressor Type:	Scroll	
Chiller Nameplate Voltage:	208/230-3-60	V-Ph-Hz
Quantity:	1	
Manufacturing Source:	Charlotte, NC USA	
Refrigerant:	R-410A	
Shipping Weight:	4002	lb
Operating Weight:	4267	lb
Refrigerant Weight (Circuit A):	33	lb
Refrigerant Weight (Circuit B):	33	lb
Unit Length:	95	in
Unit Width:	89	in
Unit Height:	90	in



1 - Chiller Height Above Ground
 2 - Horizontal Distance From Chiller to Receiver
 3 - Receiver Height Above Ground
 (See Note 3)

Accessories and Installed Options

Freeze Protection
 Micro Channel
 Low Sound Option
 Minimum Load Control

Single Point
 BACnet Communications
 Coil Trim Panels (both sides of the chiller), Grilles
 Greenspeed Intelligence: High-Efficiency Variable Condenser Fans

Acoustic Information

Table 1. A-Weighted Sound Power Levels (dB re 1 picowatt). See note #1.

Octave Band Center Frequency, Hz	31	63	125	250	500	1k	2k	4k	8k	Overall
100% Load	---	69	80	86	92	95	91	87	79	99
75% Load	---	68	80	86	90	94	90	86	78	97
50% Load	---	65	72	80	84	86	84	80	74	91
25% Load	---	61	63	72	80	80	80	75	71	86

Table 2. A-Weighted Sound Pressure Levels (dB re 20 micropascals) calculated based upon user defined input for dimensions 1, 2 and 3 as shown in above diagram. See note #2 and #3.

Octave Band Center Frequency, Hz	31	63	125	250	500	1k	2k	4k	8k	Overall
100% Load	---	41	52	58	64	67	63	59	51	70
75% Load	---	40	52	57	62	66	62	58	50	69
50% Load	---	37	44	52	56	58	56	52	46	63
25% Load	---	33	35	44	52	52	51	47	43	57

- Notes: (1) Measurements performed in accordance with AHRI Standard 370-2015 for air cooled Chillers.
 (2) Chiller is assumed to be a point source on a reflecting plane.
 (3) Without user defined input, the default dimensions used to construct Table 2 are as follows:
 1 - Chiller Height Above Ground = 0.0 ft
 2 - Horizontal Distance From Chiller to Receiver = 30.0 ft
 3 - Receiver Height Above Ground = 3.0 ft

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

- 1. PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.
- 2. EXTRAS** - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.
- 3. RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
- 5. PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.
- 6. DELAYS** - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.
- 7. WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. WORKING HOURS** - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
- 9. CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:
- Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.
- 10. EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.
- 11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
- 12. PROPRIETARY RIGHTS** - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
- 13. DATA RIGHTS** - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.
- Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).
- Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.
- 14. RETURN OF DATA** - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

- 15. DATA DELIVERY** - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.
- 16. REVERSE ENGINEERING** - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.
- 17. WAIVER OF DAMAGES** - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.
- 18. LIMITATION OF LIABILITY** - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.
- 19. CANCELLATION** - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.
- 20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.
- 21. CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
- 22. CLAIMS** - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
- 23. GOVERNMENT PROCUREMENTS** - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.
- 24. HAZARDOUS MATERIALS** - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.
- 25. WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
- 26. SUPERSEDE, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.
- 27. CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.
- 28. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
- 29. INTELLECTUAL PROPERTY** - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.
- 30. DATA PRIVACY** - Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.
- 31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS** - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.
- 32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS** - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.
- 33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only)** - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.
- 34. ANTI-DISCRIMINATION POLICY** - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.
- 35. EQUIPMENT RENTALS** - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

36. **STATE CONTRACTOR LICENSE NUMBERS** – A list of Carrier’s state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en/us/service/contractor-licenses>.

37. **ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY** - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein, shall apply.

38. **ADDITIONAL TERMS AND CONDITIONS – ABOUND** - If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at <https://abound.carrier.com/saas-agreement> which are incorporated herein, shall apply.

39. **ADDITIONAL TERMS AND CONDITIONS – I-VU CLOUD** – If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription Agreement available at https://www.shareddocs.com/hvac/docs/1000/Public/06/i-Vu_Master_SaaS_Agreement_Direct_09232022.pdf which are incorporated herein, shall apply.

Accepted By:		Proposal Date:	10/03/2022
Name:		Proposal Number:	1022MVAR0775
Title:		PO Number: *	
Company:		Project Name:	Watagua Co. Courthouse
Date:			

* No terms, conditions or provisions of the referenced Purchase Order are incorporated into this Agreement.

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.

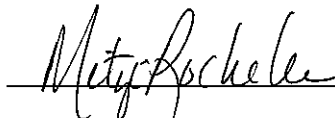
The report is for information only; therefore, no action is required.

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 October 2022

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
General County				
Taxes 2022	7,923,151.73	8,572,503.17	20.07%	33.02%
Prior Year Taxes	39,279.64	212,308.94		
Solid Waste User Fees	425,533.63	477,173.30	17.12%	30.26%
Green Box Fees	49.29	173.48	NA	NA
Total County Funds	\$8,388,014.29	\$9,262,158.89		
Fire Districts				
Foscoe Fire	150,363.34	164,775.86	24.68%	37.12%
Boone Fire	232,768.91	258,177.04	19.10%	30.68%
Fall Creek Service Dist.	2,253.51	2,369.11	16.99%	35.17%
Beaver Dam Fire	26,049.43	28,120.65	19.50%	31.52%
Stewart Simmons Fire	84,325.88	91,432.98	24.61%	35.12%
Zionville Fire	27,295.77	29,781.34	17.88%	28.40%
Cove Creek Fire	66,882.34	78,001.88	21.20%	33.18%
Shawneehaw Fire	37,874.23	41,004.35	26.28%	39.00%
Meat Camp Fire	54,650.23	58,683.37	18.19%	28.86%
Deep Gap Fire	44,648.89	50,653.94	17.88%	30.30%
Todd Fire	18,708.85	19,839.35	25.93%	34.82%
Blowing Rock Fire	161,868.61	180,388.40	26.18%	37.93%
M.C. Creston Fire	1,686.58	1,859.17	22.44%	30.53%
Foscoe Service District	17,787.73	20,652.71	17.73%	34.72%
Beech Mtn. Service Dist.	429.18	431.94	18.46%	23.10%
Cove Creek Service Dist.	17.70	17.70	5.26%	3.76%
Shawneehaw Service Dist	1,121.70	1,292.96	14.74%	27.41%
	\$926,479.37	\$1,025,113.64		
Towns				
Boone	1,130,114.06	1,230,550.45	14.35%	28.00%
Municipal Services	23,228.79	24,806.75	13.97%	43.43%
Boone MV Fee	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA
Total Town Taxes	\$1,153,342.85	\$1,255,357.20		
Total Amount Collected	\$10,467,836.51	\$11,542,629.73		

 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.

10/31/2022 10:51
Larry.Warren

WATAUGA COUNTY
RELEASES - 10/01/2022 TO 10/31/2022

P 1
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1816960 487 ST. ANDREWS LLC P.O. BOX 2117 GOLDENROD, FL 32733	RE 2022 1941-71-9894-000 TAX RELEASES BOARD OF EQUALIZATION AND REVIEW	10489	10/31/2022	C05	8162	114,200	G01	363.16
1816960 487 ST. ANDREWS LLC P.O. BOX 2117 GOLDENROD, FL 32733	RE 2022 1941-71-9894-000 TAX RELEASES From CAMA Integration	10489	10/28/2022	C05	8245	114,200	G01	363.15
1843945 ADDIS, DONALD ADDIS, HOLLY 501 GREENE FARM TRL VILAS, NC 28692	RE 2022 1973-00-6431-000 TAX RELEASES PROPERTY IS IN PRESENT USE PROGRAM	16922	10/31/2022	F07	8182	222,100	F07 G01	111.05 706.28 <hr/> 817.33
1635059 ADDIS, DONALD D JR ADDIS, HOLLY J 501 GREENE FARM TRL VILAS, NC 28692-9779	RE 2022 1973-00-0591-000 TAX RELEASES PROPERTY IS IN PRESENT USE PROGRAM	16921	10/31/2022	F07	8181	139,000	F07 G01	69.50 442.02 <hr/> 511.52
1511695 ALLRED INV CO LLC PO BOX 25048 WINSTON SALEM, NC 27114-5048	PP 2022 498 TAX RELEASES Sold home in Jan 21	124	10/31/2022	C05	8156	0	G01 G01L	11.80 1.18 <hr/> 12.98
1822876 AMERIS BANK 7880 GATEWAY PARKWAY SUITE 100 JACKSONVILLE, FL 32256	PP 2022 3786 REFUND RELEASE CLOSED	1351	10/31/2022	F01	8194	0	F01 G01	2.06 13.07 <hr/> 15.13
1621095 ASPEN VIEW LLC 428 BARGELLO AVE MIAMI, FL 33146-2802	RE 2022 2819-22-7408-000 TAX RELEASES MAPPING ERROR; RELEASED FROM 1621095 AND REBILLED TO CUSTOMER 1854208	27870	10/31/2022	F12	8232	0	F12 G01 SWF	237.40 1,509.86 80.00 <hr/> 1,827.26
1621095 ASPEN VIEW LLC 428 BARGELLO AVE MIAMI, FL 33146-2802	RE 2022 2819-22-7410-000 TAX RELEASES MAPPING ERROR RELEASED FROM 1621095 AND REBILLED TO CUSTOMER 1854208	27871	10/31/2022	F12	8233	0	F12 G01 SWF	44.45 282.70 80.00 <hr/> 407.15

10/31/2022 10:51
Larry.Warren

WATAUGA COUNTY
RELEASES - 10/01/2022 TO 10/31/2022

P 2
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1843814 BATON, EDWARD LEE STEELE, SUE HOLLIS 11974 US HWY 421 N ZIONVILLE, NC 28698	RE 2022	22818	10/31/2022			124,550	F06	62.28
	1994-26-8975-000			F06			G01	396.07
	TAX RELEASES				8183			
	RECEIVES SENIOR EXEMPTION							458.35
1744684 BEASLEY, PEGGY J PO BOX 763 VALLE CRUCIS, NC 28691	RE 2022	17769	10/31/2022			146,200	FS1	73.10
	1980-36-8912-000			FS1			G01	464.92
	REFUND RELEASE				8228			
	BOARD OF EQUALIZATION AND REVIEW							538.02
1212158 BLOWING ROCK REALTY & INS INC PO BOX 905 BLOWING ROCK, NC 28605	PP 2022	1974	10/31/2022			0	G01	7.06
	212158999			F12			F12	1.11
	TAX RELEASES				8239		G01L	.71
	out of business						F12L	.11
								8.99
1721892 BLUE RIDGE CONSERVANCY 166 FURMAN RD STE C BOONE, NC 28607	PP 2022	22	10/31/2022			0	C02	25.38
	73			C02			G01	22.42
	TAX RELEASES				8231			
	BILLED TWICE							47.80
1701352 BNE SRGN INVESTMENTS SKI VIEW LN LLC PO BOX 2230 SAINT AUGUSTINE, FL 32085-2230	PP 2022	110	10/31/2022			0	G01	52.72
	452			C05				
	TAX RELEASES				8179			
	SOLD THE HOME AND NO LONGER A VACATION RENTAL							
1773478 BRITT HLDS, LLC 421 HIGHLAND RIDGE RD BLOWING ROCK, NC 28605	RE 2022	30497	10/31/2022			16,000	F02	9.60
	2829-44-0715-000			F02			G01	50.88
	TAX RELEASES				8210			
	BOARD OF EQUALIZATION AND REVIEW							60.48
1847256 CAMP, LAURA V, LIFE ESTATE 4404 ERIE DR WINSTON SALEM, NC 27106	RE 2022	38124	10/31/2022			0	C02	148.68
	2910-04-6006-000			C02			G01	131.33
	TAX RELEASES				8207			
	PROPERTY WAS SOLD, RELEASED AND REBILLED TO NEW OWNER							280.01
1847256 CAMP, LAURA V, LIFE ESTATE 4404 ERIE DR WINSTON SALEM, NC 27106	RE 2022	38125	10/31/2022			0	C02	2,465.64
	2910-04-6107-000			C02			G01	2,177.98
	TAX RELEASES				8206		SWF	80.00
	PROPERTY WAS SOLD, RELEASED AND REBILLED TO NEW OWNER							4,723.62

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1847256 CAMP, LAURA V, LIFE ESTATE 4404 ERIE DR WINSTON SALEM, NC 27106	RE 2022	38130	10/31/2022			0 C02	81.72
		2910-04-7184-000		C02		G01	72.19
	TAX RELEASES				8205		
	PROPERTY WAS SOLD, RELEASED AND REBILLED TO NEW OWNER						153.91
1526110 CAMPBELL, MITCHELL 280 WALLACE LN BANNER ELK, NC 28604	RE 2022	15869	10/31/2022			50,600 F08	25.30
		1970-13-6568-001		F08		G01	160.91
	TAX RELEASES				8211		
	BOARD OF EQUALIZATION AND REVIEW						186.21
1613451 CANNON, ELIZABETH MCELWEE 3215 BANBERRY DR STATESVILLE, NC 28625-4569	RE 2022	25550	10/31/2022			19,300 G01	61.37
		2817-14-8136-000		C03			
	TAX RELEASES				8213		
	BOARD OF EQUALIZATION AND REVIEW						
1846024 CARPENTER, ARCHIE GLENDALE JR. CARPENTER, DEBRA LYNN 4709 GREENWAY AVE WILMINGTON, NC 28403	RE 2022	42728	10/31/2022			88,500 FX9	44.25
		2916-00-5368-000		FX9		G01	281.43
	TAX RELEASES				8240		
	INFORMAL APPEAL						325.68
1616553 CATONE, JOSEPH CATONE, DONNA PO BOX 2285 BOONE, NC 28607	RE 2022	41906	10/31/2022			33,500 F09	16.75
		2912-82-9058-000		F09		G01	106.53
	TAX RELEASES				8153		
	BOARD OF EQUALIZATION AND REVIEW						123.28
1026251 CAUDILL, QUENTIN JR 2298 THREE TOP RD CRESTON, NC 28615-9450	RE 2022	18721	10/31/2022			49,800 F07	24.90
		1982-03-2240-000		F07		G01	158.36
	TAX RELEASES				8229		
	INFORMAL APPEAL						183.26
1810644 CULLER, MARLA S. 650 QUEEN ST BOONE, NC 28607	RE 2022	45557	10/31/2022			106,700 F02	64.02
		2930-15-8600-000		F02		G01	339.31
	TAX RELEASES				8157		
	exemption not calculated on bill						403.33
1810206 DAVIS, KENNETH R. DAVIS, MELANIE M. 130 HABERSHAM LOOP STATESVILLE, NC 28677	RE 2022	4811	10/31/2022			13,400 F01	6.70
		1889-43-9320-002		F01		G01	42.61
	TAX RELEASES				8173		
	BOARD OF EQUALIZATION AND REVIEW						49.31

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1775266 DAY, DEBORAH 1625 E HEDGELAWN WAY SOUTHERN PINES, NC 28387	PP 2022 2598 TAX RELEASES SOLD IN 2021 TO JAMES ROBBS #1748872	810	10/31/2022	F12 F12	8216	0	F12 G01 SWF F12L G01L	14.15 89.96 80.00 1.42 9.00 <hr/> 194.53
1744835 DEES, JAMES HOWARD II 1477 LONG HOPE RD TODD, NC 28694	RE 2022 2914-51-2394-000 TAX RELEASES INFORMAL APPEAL AND CLERICAL ERROR	42541	10/31/2022	F09	8223	302,200	F09 G01	151.10 961.00 <hr/> 1,112.10
1421262 DUCKWORTH, RONNIE MITCHELL 421 SEVEN DEVILS RD BANNER ELK, NC 28604	PP 2022 838623400 TAX RELEASES ONLY ONE MOBILE HOME ON PROPERTY	3696	10/31/2022	F01 F01	8220	1,000	F01 G01 SWF	.50 3.18 80.00 <hr/> 83.68
1581570 EDMISTEN, TIMOTHY D EDMISTEN, LAURA 596 SORRENTO KNOLLS DR BLOWING ROCK, NC 28605	RE 2022 2829-01-9311-000 TAX RELEASES BOARD OF EQUALIZATION AND REVIEW	29717	10/31/2022	F02 F02	8168	91,900	F02 G01	55.14 292.24 <hr/> 347.38
1047794 EGGERS EGGERS AND EGGERS P O BOX 248 BOONE, NC 286070248	PP 2022 47794999 TAX RELEASES CPA OVERSTATED BP PROPERTY VALUE	1765	10/31/2022	MS1	8176	323,550	C02 G01 MS1	1,164.78 1,028.89 388.26 <hr/> 2,581.93
1701709 ELLISON, JERRY 549 RAY ELLISON RD VILAS, NC 28692	PP 2022 89 TAX RELEASES MOBILE HOME NOT LIVABLE	33	10/31/2022	F07 F07	8177	0	SWF	80.00
1532278 EVANS, DOVIE IVALEE 256 POTTERTOWN RD TODD, NC 28684	PP 2022 4006 TAX RELEASES MH OWNED BY JAMES CANTER	1526	10/31/2022	FX9 FX9	8215	0	FX9 G01 SWF FX9L G01L	.50 3.18 80.00 .05 .32 <hr/> 84.05

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1275395 FOX, LEN ALVIN 140 CHRISTIES LANE BOONE, NC 28607	PP 2019 275395999 TAX RELEASES SOLD IN 2018-1813933	2003	10/31/2022	F09	8167	0 SWF G01 F09 G01L F09L	80.00 33.65 4.18 3.37 .42 <hr/> 121.62
1275395 FOX, LEN ALVIN 140 CHRISTIES LANE BOONE, NC 28607	PP 2020 275395999 TAX RELEASES SOLD IN 2018	2887	10/31/2022	F09	8166	0 SWF G01 F09 G01L F09L	80.00 32.64 4.05 3.26 .41 <hr/> 120.36
1275395 FOX, LEN ALVIN 140 CHRISTIES LANE BOONE, NC 28607	PP 2021 275395999 TAX RELEASES SOLD IN 2018-1813933	1913	10/31/2022	F09	8165	0 SWF G01 F09 G01L F09L	80.00 31.68 3.93 3.17 .39 <hr/> 119.17
1275395 FOX, LEN ALVIN 140 CHRISTIES LANE BOONE, NC 28607	PP 2022 275395999 TAX RELEASES SOLD IN 2018-1813933	2074	10/31/2022	F09	8164	0 SWF G01 F09 G01L F09L	80.00 24.23 3.81 2.42 .38 <hr/> 110.84
1567770 FRALIX, MICHAEL T FRALIX, PATRICIA H 305 DALTON DR RALEIGH, NC 27615	PP 2022 514 TAX RELEASES SOLD IN 2021	130	10/31/2022	C03	8163	0 G01 G01L	46.08 4.61 <hr/> 50.69
1540402 FREEMAN, JOSEPH F JR 2111 N ELM ST GREENSBORO, NC 27408	PP 2022 540402999 TAX RELEASES SOLD BUSINESS	2754	10/31/2022	C02	8361	0 G01 C02	4.39 4.97 <hr/> 9.36
1514131 GARLOCK MICHAEL 1372 NC HWY 194 N BOONE, NC 28607	PP 2022 4157 TAX RELEASES	1660	10/31/2022	F09	8360	0 SWF	80.00

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1640260 GREENE, KATE VANNOY LIFE ESTATE 815 POPLAR GROVE RD S BOONE, NC 28607-7356	RE 2022	34356	10/31/2022			142,750	G01	453.95
	2900-22-4435-000			F02			F02	85.65
	TAX RELEASES				8238			
	OWNER RECEIVES SENIOR EXEMPTION							539.60
1800064 GREENWAY BAPTIST CHURCH OF BOONE, N.C. 880 GREENWAY RD BOONE, NC 28607	RE 2022	39048	10/31/2022			0	C02	852.48
	2910-31-5395-000			C02			G01	753.02
	RELIGIOUS EXEMPTION				8192		SWF	80.00
	HOME IS OWNED BY GREENWAY BAPTIST CH AND USED FOR MISSIONARIES							1,685.50
1067826 HALL, STUART 1303 W RUTLEDGE AVE GAFFNEY, SC 29341	PP 2022	1815	10/31/2022			0	G01	6.23
	93629305			C05			G01L	.62
	TAX RELEASES				8225			
	SOLD IN 2021-NO LONGER A RENTAL HOME							6.85
1619488 HECK, CHRISTOPHER B HECK, BRENDA J 705 TEMPLETON AVE CHARLOTTE, NC 28203	RE 2022	8698	10/31/2022			8,900	G01	28.30
	1940-76-1995-000			C05				
	TAX RELEASES				8180			
	BOARD OF EQUALIZATION AND REVIEW							
1374289 HICKS, LEN 4911 ANDY HICKS RD BANNER ELK, NC 28604	RE 2022	14502	10/31/2022			0	F08	86.40
	1960-19-3055-001			F08			G01	549.50
	TAX RELEASES				8235		SWF	80.00
	DATA CORRECTION PER JOSHUA GIBBONS RELEASED AND REBILLED							715.90
1810228 HICKS, LEN HICKS, KATHERYN 4911 ANDY HICKS RD BANNER ELK, NC 28604	RE 2022	14501	10/31/2022			0	F08	77.25
	1960-19-3055-000			F08			G01	491.31
	TAX RELEASES				8234			
	DATA CORRECTION PER JOSHUA GIBBONS RELEASED AND REBILLED							568.56
1793894 HICKS, MICHAEL KEVIN 169 CABIN HILL LN VILAS, NC 28692	PP 2022	1502	10/31/2022			0	F07	.97
	3969			F07			G01	6.17
	TAX RELEASES				8218		SWF	80.00
	BILLED ON ACCOUNT #1540804							87.14
1813873 ISNER, DAVID B ISNER, JACQUELYNE G 221 CHERRY AVE WEST JEFFERSON, NC 28694	PP 2022	1293	10/31/2022			0	FX9	1.77
	3716			FX9			G01	11.26
	TAX RELEASES				8226		SWF	80.00
	MOBILE HOME REMOVED IN 2021						FX9L	.18
							G01L	1.13
								94.34

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1604648 JMF REALTY, LLC CONNIE BAIRD, AGENT PO BOX 610 BLOWING ROCK, NC 28605	PP 2022	3275	10/31/2022			0 G01	11.07
	604648999			C02		C02	12.53
	TAX RELEASES OUT OF BUSINESS				8178		23.60
1743211 JONES, GARY C 1656 CHESTNUT GROVE RD BOONE, NC 28607	RE 2022	37453	10/31/2022			19,500 F09	9.75
	2902-88-5448-000			F09		G01	62.01
	TAX RELEASES PROPERTY IS IN PRESENT USE				8185		71.76
1743211 JONES, GARY C 1656 CHESTNUT GROVE RD BOONE, NC 28607	RE 2022	37453	10/31/2022			9,500 F09	4.75
	2902-88-5448-000			F09		G01	30.21
	TAX RELEASES PROPERTY IS IN PRESENT USE				8186		34.96
1560635 KELLEY, BRAD MATTHEW KELLEY, CHRISTA REBECCA 126 OLD GLADE RD DEEP GAP, NC 28618	RE 2022	47939	10/13/2022			0 F10	175.40
	2942-70-5153-000			F10		G01	1,115.54
	TAX RELEASES PARCEL SHOULD HAVE BEEN DEACTIVATED				8198	SWF	80.00
							1,370.94
1565362 KELLWOOD II SUBDIVISION PROPERTY OWNERS C/O RICHARD FOUTZ 771 FOREST RIDGE DRIVE BOONE, NC 28607	RE 2022	30027	10/31/2022			0 F02	10.92
	2829-18-1022-000			F02		G01	57.88
	TAX RELEASES COMMON AREA EXEMPT				8191		68.80
1268564 KELLY, RANDALL MARK 9866 NC HIGHWAY 105 S BANNER ELK, NC 28604-8648	RE 2022	1747	10/31/2022			46,800 F01	23.40
	1878-77-1311-000			F01		G01	148.82
	TAX RELEASES BOARD OF EQUALIZATION AND REVIEW				8230		172.22
1774190 KEMP, JOSEPH KEMP, JENNIFER 2637 NC HIGHWAY 194 N BOONE, NC 28607	RE 2022	41464	10/31/2022			99,000 F09	49.50
	2911-89-5289-000			F09		G01	314.82
	TAX RELEASES INCORRECT SQUARE FOOTAGE				8214		364.32
1816992 KUHN, KEITH P. KUHN, CAROLINE C. 230 GOYA DR BLOWING ROCK, NC 28605	RE 2022	30359	10/31/2022			49,500 F02	29.70
	2829-33-0198-000			F02		G01	157.41
	TAX RELEASES BOARD OF EQUALIZATION AND REVIEW				8209		187.11
1732493 LANDOWNE, JOSEPH 317 ROGERS DR BOONE, NC 28607-4866	RE 2022	39029	10/31/2022			75,300 C02	271.08
	2910-30-4588-000			C02		G01	239.45
	TAX RELEASES OWNER SHOULD RECEIVE SENIOR EXEMPTION				8193		510.53

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1752541 LEVINE, EDWARD 13611 DEERING BAY DR APT 402 CORAL GABLES, FL 33158	RE 2022 1940-99-9647-000 TAX RELEASES BOARD OF EQUALIZATION AND REVIEW	9513	10/31/2022	C05	8208	176,100 G01	560.00
1735069 LUCAS, DONNA A PO BOX 393 SYLVA, NC 28779	RE 2022 1995-11-6629-000 TAX RELEASES INFORMAL APPEAL	23172	10/31/2022	F06	8203	12,600 F06 G01	6.30 40.07 <hr/> 46.37
1735069 LUCAS, DONNA A 136 HIDDEN CREEK RD BOONE, NC 28607	RE 2022 1995-11-6629-000 TAX RELEASES From CAMA Integration	23172	10/28/2022	F06	8250	12,600 F06 G01	6.30 40.07 <hr/> 46.37
1735069 LUCAS, DONNA A 136 HIDDEN CREEK RD BOONE, NC 28607	RE 2022 1995-11-7390-000 TAX RELEASES From CAMA Integration	23173	10/28/2022	F06	8251	18,400 F06 G01	9.20 58.51 <hr/> 67.71
1735069 LUCAS, DONNA A PO BOX 393 SYLVA, NC 28779	RE 2022 1995-11-7390-000 TAX RELEASES INFORMAL APPEAL	23173	10/31/2022	F06	8202	18,400 F06 G01	9.20 58.51 <hr/> 67.71
1735069 LUCAS, DONNA A PO BOX 393 SYLVA, NC 28779	RE 2022 1995-11-8622-000 TAX RELEASES INFORMAL APPEAL	23176	10/31/2022	F06	8201	61,900 F06 G01	30.95 196.84 <hr/> 227.79
1735069 LUCAS, DONNA A 136 HIDDEN CREEK RD BOONE, NC 28607	RE 2022 1995-11-8622-000 TAX RELEASES From CAMA Integration	23176	10/28/2022	F06	8252	61,900 F06 G01	30.95 196.84 <hr/> 227.79
1735069 LUCAS, DONNA A PO BOX 393 SYLVA, NC 28779	RE 2022 1995-11-9432-000 TAX RELEASES INFORMAL APPEAL	23178	10/31/2022	F06	8204	12,000 F06 G01	6.00 38.16 <hr/> 44.16
1841874 LUCAS, DONNA A. 136 HIDDEN CREEK RD BOONE, NC 28607	RE 2022 2913-37-6937-000 TAX RELEASES INFORMAL APPEAL	42193	10/31/2022	F09	8200	110,500 F09 G01	55.25 351.39 <hr/> 406.64

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1731651 MORSE, TIMOTHY G 422 PEPPER ROOT RD BOONE, NC 28607	RE 2022	27130	10/31/2022			103,500	F12	51.75
	2818-55-4415-000			F12			G01	329.13
	TAX RELEASES				8174			
	INFORMAL APPEAL							380.88
1638540 MUNDAY, JEREMY WILLIAM 898 W BRUSHY FORK RD ZIONVILLE, NC 28698	PP 2013	2736	10/31/2022			0	SWF	62.00
	638540999			C02				
	TAX RELEASES				8354			
	SWF-RELEASE-							
1638540 MUNDAY, JEREMY WILLIAM 898 W BRUSHY FORK RD ZIONVILLE, NC 28698	PP 2014	3680	10/31/2022			0	SWF	80.00
	638540999			C02				
	TAX RELEASES				8355			
	SWF-RELEASE							
1638540 MUNDAY, JEREMY WILLIAM 898 W BRUSHY FORK RD ZIONVILLE, NC 28698	PP 2015	3587	10/31/2022			0	SWF	80.00
	638540999			C02				
	TAX RELEASES				8356			
	SWF-RELEASE							
1638540 MUNDAY, JEREMY WILLIAM 898 W BRUSHY FORK RD ZIONVILLE, NC 28698	PP 2016	3681	10/31/2022			0	SWF	80.00
	638540999			C02				
	TAX RELEASES				8357			
	SWF-RELEASE							
1638540 MUNDAY, JEREMY WILLIAM 898 W BRUSHY FORK RD ZIONVILLE, NC 28698	PP 2017	3707	10/31/2022			0	SWF	80.00
	638540999			C02				
	TAX RELEASES				8358			
1638540 MUNDAY, JEREMY WILLIAM 898 W BRUSHY FORK RD ZIONVILLE, NC 28698	PP 2018	3557	10/31/2022			0	SWF	80.00
	638540999			C02				
	TAX RELEASES				8359			
	SWF-RELEASE							
1701244 NC DISTRICT OF MENNONITE BRETHERN CHURCH PO BOX 2697 LENOIR, NC 28645	RE 2022	36794	10/31/2022			0	C02	290.52
	2901-80-5134-000			C02			G01	256.63
	TAX RELEASES				8184			
	PROPERTY IS EXEMPT							547.15
1121896 OLIVER, BILLY B 1055 SLABTOWN RD. ZIONVILLE, NC 28698-9398	RE 2022	22706	10/31/2022			66,100	F06	33.05
	1994-07-2459-000			F06			G01	210.20
	TAX RELEASES				8224			
	BOARD OF EQUALIZATION AND REVIEW							243.25

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1847389 OSMAN, EDITH G PATAKY, PAUL ERIC 808 BRICKELL KEY DR APT 2301 MIAMI, FL 33131	RE 2022 1940-98-1324-000 TAX RELEASES BOARD OF EQUALIZATION AND REVIEW	9442	10/31/2022	C05	8158	35,000	G01	111.30
1512569 PERRY, SANDRA C/O PAT MCGUIRE 390 GEORGE WILSON RD BOONE, NC 28607	PP 2022 512569999 TAX RELEASES HAD MH REMOVED FROM PROPERTY IN 2021	2489	10/31/2022	F02	8222	0	SWF G01 F02 G01L F02L	80.00 4.61 .87 .46 .09
								86.03
1602395 REVOCABLE TRUST AGMT OF MARY A ANDERSON 206 FENWICK RD WALTERBORO, SC 29488	RE 2022 1888-49-1759-000 TAX RELEASES INFORMAL APPEAL	3976	10/31/2022	F01	8197	329,300	F01 G01	164.65 1,047.17
								1,211.82
1735250 ROWE, JOE C PO BOX 2610 HICKORY, NC 28603	RE 2022 2838-19-6552-000 TAX RELEASES BOARD OF EQUALIZATION AND REVIEW	31359	10/31/2022	F02	8219	286,000	F02 G01	171.60 909.48
								1,081.08
1645837 SEELY, JOHN F 643 S SEASCAPE BLVD SW SUPPLY, NC 28462	RE 2022 1899-94-8385-000 TAX RELEASES BOARD OF EQUALIZATION AND REVIEW	7791	10/31/2022	F02	8155	119,000	F02 G01 SWF	71.40 378.42 80.00
								529.82
1144294 SHELTON, GENEVA S 500 HENSON BRANCH RD. VILAS, NC 28692-9117	RE 2022 1983-04-5051-000 TAX RELEASES INFORMAL APPEAL	19259	10/31/2022	F07	8221	29,300	F07 G01	14.65 93.17
								107.82
1509159 SMART, SUSAN GAIL PO BOX 1783 BLOWING ROCK, NC 28605-1783	RE 2022 1889-03-0466-000 TAX RELEASES BOARD OF EQUALIZATION AND REVIEW	4336	10/31/2022	F01	8151	47,100	F01 G01	23.55 149.78
								173.33
1610011 SMITH, DARREN J SMITH, ALISON C 7148 PLEASANT OAKS RD GREENSBORO, NC 27410	PP 2022 1148 TAX RELEASES Sold home in Aug 21	334	10/31/2022	C05	8154	0	G01 G01L	22.26 2.23
								24.49

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1570927 STATE OF NORTH CAROLINA C/O STATE PROPERTY OFFICE 1321 MAIL SERVICE CENTER RALEIGH, NC 27699	RE 2022	37935	10/31/2022			0 FX9	12.40
		2905-75-9344-000		FX9		G01	78.86
	TAX RELEASES				8195		
	GOVERNMENT OWNED PROPERTY EXEMPT						91.26
1570927 STATE OF NORTH CAROLINA C/O STATE PROPERTY OFFICE 1321 MAIL SERVICE CENTER RALEIGH, NC 27699	RE 2022	37945	10/31/2022			0 FX9	15.05
		2905-85-4327-000		FX9		G01	95.72
	TAX RELEASES				8196		
	GOVERNMENT OWNED PROPERTY EXEMPT						110.77
1154186 STORIE, GERALD G AND LYNNE 260 TAYLOR RD BOONE, NC 28607-6820	RE 2022	3774	10/31/2022			90,000 F01	45.00
		1888-29-6626-000		F01		G01	286.20
	TAX RELEASES				8171		
	BOARD OF EQUALIZATION AND REVIEW						331.20
1298579 TAYLOR, STANLEY 261 PLEASANT VALLEY ROAD BANNER ELK, NC 28604	RE 2022	5025	10/31/2022			22,000 F01	11.00
		1889-54-6499-000		F01		G01	69.96
	TAX RELEASES				8236		
	BOARD OF EQUALIZATION AND REVIEW						80.96
1847535 THE WESTERN YOUTH NETWORK 155 WYN WAY BOONE, NC 28607	RE 2022	39897	10/31/2022			0 C02	1,388.88
		2910-61-7313-000		C02		G01	1,226.84
	TAX RELEASES				8149	SWF	80.00
	PROPERTY IS EXEMPT						2,695.72
1847536 THE WESTERN YOUTH NETWORK, INC 134 DOCTOR'S LN BOONE, NC 28607	RE 2022	39900	10/31/2022			0 C02	3,378.02
		2910-61-8501-000		C02		G01	2,983.92
	TAX RELEASES				8150		
	PROPERTY IS EXEMPT						6,361.94
1308949 THOR BUILDERS 2059 TYNECASTLE HWY BANNER ELK, NC 28604	PP 2022	2130	10/31/2022			0 G01	2.58
		308949999		C02		C02	2.92
	REFUND RELEASE				8241		
	closed						5.50
1744705 TOP OF BOONE ROAD MAINTENANCE, INC 372 BROKEN ARROW TRL BOONE, NC 28607	RE 2022	36303	10/31/2022			58,900 F02	35.34
		2901-45-7334-000		F02		G01	187.30
	TAX RELEASES				8172		
	CLERICAL ERROR ON LAND TYPE						222.64
1576044 TOWN OF BLOWING ROCK PO BOX 47 BLOWING ROCK, NC 28605-0047	RE 2022	25609	10/31/2022			0 G01	479.23
		2817-16-3963-000		C03			
	TAX RELEASES				8188		
	GOVERNMENT OWNED PROPERTY EXEMPT						

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1576044 TOWN OF BLOWING ROCK PO BOX 47 BLOWING ROCK, NC 28605-0047	RE 2022 2817-17-2182-000 TAX RELEASES GOVERNMENT OWNED PROPERTY EXEMPT	25631	10/31/2022	C03	8189	0 G01	1,306.98
1576044 TOWN OF BLOWING ROCK PO BOX 47 BLOWING ROCK, NC 28605-0047	RE 2022 2817-17-2491-000 TAX RELEASES GOVERNMENT OWNED PROPERTY EXEMPT	25632	10/31/2022	C03	8190	0 G01	957.50
1576044 TOWN OF BLOWING ROCK PO BOX 47 BLOWING ROCK, NC 28605-0047	RE 2022 2817-17-3207-000 TAX RELEASES GOVERNMENT OWNED PROPERTY EXEMPT	25637	10/31/2022	C03	8187	0 G01	684.34
1812217 TOWN OF SEVEN DEVILS 157 SEVEN DEVILS RD SEVEN DEVILS, NC 28604	RE 2022 1878-48-3828-000 TAX RELEASES GOVERNMENT OWNED EXEMPT	1307	10/31/2022	C04	8169	0 G01	103.03
1812217 TOWN OF SEVEN DEVILS 157 SEVEN DEVILS RD SEVEN DEVILS, NC 28604	RE 2022 1878-48-4829-000 TAX RELEASES GOVERNMENT OWNED EXEMPT	1311	10/31/2022	C04	8170	0 G01	96.04
1742833 VIRGINIA P AUSTIN-FERGUSON TRUST VIRGINIA P AUSTIN-FERGUSON, TRUSTEE 1323 FOREST GROVE RD VILAS, NC 28692	RE 2022 1974-31-0452-000 TAX RELEASES PARCEL DOUBLE BILLED	17241	10/31/2022	F04	8227	0 F04 G01 SWF	82.40 524.06 80.00 <hr/> 686.46
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022 2900-13-8889-000 TAX RELEASES From CAMA Integration	34253	10/28/2022	F02	8255	79,760 F02 G01	47.85 253.64 <hr/> 301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022 2900-13-8977-000 TAX RELEASES From CAMA Integration	34254	10/28/2022	F02	8256	79,760 F02 G01	47.85 253.64 <hr/> 301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022 2900-13-9813-000 TAX RELEASES From CAMA Integration	34255	10/28/2022	F02	8257	80,160 F02 G01	48.10 254.90 <hr/> 303.00

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34262	10/28/2022			79,760 F02	47.85
	2900-14-8074-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8258		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34263	10/28/2022			79,840 F02	47.91
	2900-14-9100-000			F02		G01	253.89
	TAX RELEASES From CAMA Integration				8259		301.80
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34264	10/28/2022			72,400 F02	43.44
	2900-14-9137-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8260		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34265	10/28/2022			36,560 F02	21.94
	2900-14-9214-000			F02		G01	116.26
	TAX RELEASES From CAMA Integration				8261		138.20
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34266	10/28/2022			72,400 F02	43.44
	2900-14-9301-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8262		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34267	10/28/2022			72,400 F02	43.44
	2900-14-9347-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8263		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34360	10/28/2022			34,640 F02	20.79
	2900-22-8735-000			F02		G01	110.15
	TAX RELEASES From CAMA Integration				8264		130.94
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34361	10/28/2022			79,760 F02	47.85
	2900-22-8793-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8265		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34362	10/28/2022			34,640 F02	20.79
	2900-22-8810-000			F02		G01	110.15
	TAX RELEASES From CAMA Integration				8266		130.94

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34363	10/28/2022			34,640 F02	20.79
	2900-22-8816-000			F02		G01	110.15
	TAX RELEASES From CAMA Integration				8267		130.94
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34364	10/28/2022			34,640 F02	20.79
	2900-22-8922-000			F02		G01	110.15
	TAX RELEASES From CAMA Integration				8268		130.94
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34365	10/28/2022			34,720 F02	20.83
	2900-22-8965-000			F02		G01	110.41
	TAX RELEASES From CAMA Integration				8269		131.24
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34366	10/28/2022			79,760 F02	47.85
	2900-22-9761-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8270		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34367	10/28/2022			36,560 F02	21.94
	2900-22-9835-000			F02		G01	116.26
	TAX RELEASES From CAMA Integration				8271		138.20
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34368	10/28/2022			27,040 F02	16.22
	2900-22-9935-000			F02		G01	85.99
	TAX RELEASES From CAMA Integration				8272		102.21
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34369	10/28/2022			79,760 F02	47.85
	2900-23-0714-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8273		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34370	10/28/2022			79,760 F02	47.85
	2900-23-0770-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8274		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34371	10/28/2022			54,080 F02	32.44
	2900-23-0897-000			F02		G01	171.98
	TAX RELEASES From CAMA Integration				8275		204.42

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1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34372	10/28/2022			53,280	31.97
	2900-23-0934-000			F02		G01	169.43
	TAX RELEASES From CAMA Integration				8276		201.40
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34373	10/28/2022			79,760	47.85
	2900-23-1637-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8277		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34374	10/28/2022			27,040	16.22
	2900-23-1842-000			F02		G01	85.99
	TAX RELEASES From CAMA Integration				8278		102.21
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34375	10/28/2022			72,400	43.44
	2900-23-1999-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8279		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34376	10/28/2022			79,760	47.85
	2900-23-2605-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8280		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34377	10/28/2022			79,760	47.85
	2900-23-2664-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8281		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34378	10/28/2022			72,400	43.44
	2900-23-2943-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8282		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34379	10/28/2022			79,760	47.85
	2900-23-3644-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8283		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34382	10/28/2022			79,760	47.85
	2900-23-4613-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8284		301.49

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34383	10/28/2022			79,760	F02	47.85
	2900-23-4660-000			F02			G01	253.64
	TAX RELEASES From CAMA Integration				8285			301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34385	10/28/2022			79,760	F02	47.85
	2900-23-5526-000			F02			G01	253.64
	TAX RELEASES From CAMA Integration				8286			301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34386	10/28/2022			79,760	F02	47.85
	2900-23-5583-000			F02			G01	253.64
	TAX RELEASES From CAMA Integration				8287			301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34387	10/28/2022			79,760	F02	47.85
	2900-23-6550-000			F02			G01	253.64
	TAX RELEASES From CAMA Integration				8288			301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34388	10/28/2022			79,760	F02	47.85
	2900-23-7363-000			F02			G01	253.64
	TAX RELEASES From CAMA Integration				8289			301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34389	10/28/2022			79,760	F02	47.85
	2900-23-7407-000			F02			G01	253.64
	TAX RELEASES From CAMA Integration				8290			301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34390	10/28/2022			79,760	F02	47.85
	2900-23-7430-000			F02			G01	253.64
	TAX RELEASES From CAMA Integration				8291			301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34391	10/28/2022			34,320	F02	20.59
	2900-23-8177-000			F02			G01	109.14
	TAX RELEASES From CAMA Integration				8292			129.73
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34392	10/28/2022			79,920	F02	47.95
	2900-23-8208-000			F02			G01	254.15
	TAX RELEASES From CAMA Integration				8293			302.10

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1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34393	10/28/2022			79,520 F02	47.72
	2900-23-8242-000			F02		G01	252.87
	TAX RELEASES From CAMA Integration				8294		300.59
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34394	10/28/2022			27,040 F02	16.22
	2900-23-9050-000			F02		G01	85.99
	TAX RELEASES From CAMA Integration				8295		102.21
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34395	10/28/2022			27,040 F02	16.22
	2900-23-9073-000			F02		G01	85.99
	TAX RELEASES From CAMA Integration				8296		102.21
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34396	10/28/2022			72,400 F02	43.44
	2900-23-9098-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8297		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34397	10/28/2022			72,400 F02	43.44
	2900-23-9123-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8298		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34398	10/28/2022			79,760 F02	47.85
	2900-23-9392-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8299		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34399	10/28/2022			79,680 F02	47.81
	2900-23-9478-000			F02		G01	253.38
	TAX RELEASES From CAMA Integration				8300		301.19
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34400	10/28/2022			79,760 F02	47.85
	2900-24-0021-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8301		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34401	10/28/2022			79,760 F02	47.85
	2900-24-0076-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8302		301.49

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1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34402	10/28/2022			72,400 F02	43.44
	2900-24-0169-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8303		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34403	10/28/2022			36,560 F02	21.94
	2900-24-0256-000			F02		G01	116.26
	TAX RELEASES From CAMA Integration				8304		138.20
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34404	10/28/2022			72,640 F02	43.59
	2900-24-0331-000			F02		G01	230.99
	TAX RELEASES From CAMA Integration				8305		274.58
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34408	10/28/2022			79,760 F02	47.85
	2900-24-9769-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8306		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34451	10/28/2022			34,640 F02	20.79
	2900-32-0730-000			F02		G01	110.15
	TAX RELEASES From CAMA Integration				8307		130.94
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34452	10/28/2022			34,640 F02	20.79
	2900-32-0792-000			F02		G01	110.15
	TAX RELEASES From CAMA Integration				8308		130.94
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34453	10/28/2022			36,560 F02	21.94
	2900-32-0803-000			F02		G01	116.26
	TAX RELEASES From CAMA Integration				8309		138.20
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34454	10/28/2022			25,760 F02	15.46
	2900-32-0971-000			F02		G01	81.92
	TAX RELEASES From CAMA Integration				8310		97.38
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34455	10/28/2022			27,040 F02	16.22
	2900-32-0987-000			F02		G01	85.99
	TAX RELEASES From CAMA Integration				8311		102.21

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1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34456	10/28/2022			34,640 F02	20.79
	2900-32-1716-000			F02		G01	110.15
	TAX RELEASES From CAMA Integration				8312		130.94
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34457	10/28/2022			34,640 F02	20.79
	2900-32-1818-000			F02		G01	110.15
	TAX RELEASES From CAMA Integration				8313		130.94
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34461	10/28/2022			79,760 F02	47.85
	2900-32-9948-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8314		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34462	10/28/2022			79,680 F02	47.81
	2900-33-0258-000			F02		G01	253.38
	TAX RELEASES From CAMA Integration				8315		301.19
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34463	10/28/2022			79,760 F02	47.85
	2900-33-0514-000			F02		G01	253.64
	TAX RELEASES From CAMA Integration				8316		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34464	10/28/2022			27,040 F02	16.22
	2900-33-1010-000			F02		G01	85.99
	TAX RELEASES From CAMA Integration				8317		102.21
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34465	10/28/2022			27,040 F02	16.22
	2900-33-1035-000			F02		G01	85.99
	TAX RELEASES From CAMA Integration				8318		102.21
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34466	10/28/2022			72,400 F02	43.44
	2900-33-1096-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8319		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34467	10/28/2022			79,680 F02	47.81
	2900-33-1227-000			F02		G01	253.38
	TAX RELEASES From CAMA Integration				8320		301.19

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34468	10/28/2022			79,760 F02	47.86
	2900-33-1296-000			F02		G01	253.63
	TAX RELEASES From CAMA Integration				8321		301.49
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34470	10/28/2022			72,400 F02	43.44
	2900-33-2088-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8322		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34471	10/28/2022			79,680 F02	47.81
	2900-33-2275-000			F02		G01	253.38
	TAX RELEASES From CAMA Integration				8323		301.19
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34472	10/28/2022			72,400 F02	43.44
	2900-33-3069-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8324		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34473	10/28/2022			79,680 F02	47.81
	2900-33-3255-000			F02		G01	253.38
	TAX RELEASES From CAMA Integration				8325		301.19
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34474	10/28/2022			36,560 F02	21.94
	2900-33-4120-000			F02		G01	116.26
	TAX RELEASES From CAMA Integration				8326		138.20
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34475	10/28/2022			72,800 F02	43.68
	2900-33-4192-000			F02		G01	231.51
	TAX RELEASES From CAMA Integration				8327		275.19
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34476	10/28/2022			79,680 F02	47.81
	2900-33-4266-000			F02		G01	253.38
	TAX RELEASES From CAMA Integration				8328		301.19
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34477	10/28/2022			79,680 F02	47.81
	2900-33-4297-000			F02		G01	253.38
	TAX RELEASES From CAMA Integration				8329		301.19

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34478	10/28/2022			72,400 F02	43.44
	2900-33-5164-000			F02		G01	230.23
	TAX RELEASES				8330		
	From CAMA Integration						273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34479	10/28/2022			79,680 F02	47.81
	2900-33-5269-000			F02		G01	253.38
	TAX RELEASES				8331		
	From CAMA Integration						301.19
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34480	10/28/2022			72,400 F02	43.44
	2900-33-6154-000			F02		G01	230.23
	TAX RELEASES				8332		
	From CAMA Integration						273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34481	10/28/2022			72,400 F02	43.44
	2900-33-6289-000			F02		G01	230.23
	TAX RELEASES				8333		
	From CAMA Integration						273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34482	10/28/2022			79,680 F02	47.81
	2900-33-6322-000			F02		G01	253.38
	TAX RELEASES				8334		
	From CAMA Integration						301.19
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34483	10/28/2022			79,680 F02	47.81
	2900-33-6349-000			F02		G01	253.38
	TAX RELEASES				8335		
	From CAMA Integration						301.19
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34484	10/28/2022			72,640 F02	43.58
	2900-33-7078-000			F02		G01	231.00
	TAX RELEASES				8336		
	From CAMA Integration						274.58
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34485	10/28/2022			36,560 F02	21.94
	2900-33-7112-000			F02		G01	116.26
	TAX RELEASES				8337		
	From CAMA Integration						138.20
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34486	10/28/2022			72,400 F02	43.44
	2900-33-7335-000			F02		G01	230.23
	TAX RELEASES				8338		
	From CAMA Integration						273.67

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34488	10/28/2022			79,680	47.80
	2900-33-8034-000			F02		G01	253.38
	TAX RELEASES From CAMA Integration				8339		301.18
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34489	10/28/2022			79,680	47.81
	2900-33-8081-000			F02		G01	253.38
	TAX RELEASES From CAMA Integration				8340		301.19
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34663	10/28/2022			72,400	43.44
	2900-43-0062-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8341		273.67
1768219 WALLACE LOFT LLC 13155 NOEL RD SUITE #100, LB 73 DALLAS, TX 75240	RE 2022	34664	10/28/2022			72,400	43.44
	2900-43-1009-000			F02		G01	230.23
	TAX RELEASES From CAMA Integration				8342		273.67
1511219 WALLACE, PEGGY 301 MOCK RD ZIONVILLE, NC 28698	RE 2022	23381	10/31/2022			69,500	34.75
	1996-82-8155-000			F06		G01	221.01
	TAX RELEASES BOARD OF EQUALIZATION AND REVIEW				8152		255.76
1847709 WARD, AARON 260 GOAT RUN LN VILAS, NC 28692	RE 2022	17035	10/31/2022			16,200	8.10
	1973-50-7347-000			F07		G01	51.52
	TAX RELEASES INFORMAL APPEAL				8217		59.62
1602446 WESLEY AND PAT WEAVER LIV TRUST WEAVER, WESLEY M III 342 DOGWOOD KNOLL BOONE, NC 28607	RE 2022	47431	10/31/2022			7,900	3.95
	2941-11-1749-000			F10		G01	25.12
	TAX RELEASES BOARD OF EQUALIZATION AND REVIEW				8159		29.07
1725165 WEST, MYRON E 4117 LITTLEJOHN CHURCH RD LENOIR, NC 28645	RE 2022	28131	10/31/2022			6,300	3.15
	2819-52-3810-000			F12		G01	20.03
	TAX RELEASES BOARD OF EQUALIZATION AND REVIEW				8237		23.18
1589329 WHAT FIR TREE FARM MARAM, NATHANIEL 3249 HERITAGE CIRCLE HENDERSONVILLE, NC 28791	PP 2022	3122	10/31/2022			0	14.69
	589329999			F07		F07	2.31
	TAX RELEASES OUT OF BUSINESS				8161		17.00

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE CHARGE	AMOUNT
1550855 WILLIAMS, MAURICE W MACK, YVONNE PO BOX 1146 BLOWING ROCK, NC 28605	RE 2022	30190	10/31/2022		64,500 F02	38.70
	2829-22-9427-000		F02		G01	205.11
	TAX RELEASES			8199		
	BOARD OF EQUALIZATION AND REVIEW					243.81
1619501 WILLIAMS, OPAL 2148 RIDGE RD BOONE, NC 28607	RE 2022	46433	10/31/2022		67,300 F09	33.65
	2931-69-1440-000		F09		G01	214.01
	TAX RELEASES			8175		
	BOARD OF EQUALIZATION AND REVIEW					247.66
DETAIL SUMMARY	COUNT: 191	RELEASES - TOTAL		9,996,410		66,836.94

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RELEASES - 10/01/2022 TO 10/31/2022

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT
2013	PP	SWF SOLID WASTE PP	62.00
		2013 TOTAL	62.00
2014	PP	SWF SOLID WASTE USER FEE	80.00
		2014 TOTAL	80.00
2015	PP	SWF SANITATION USER FEE	80.00
		2015 TOTAL	80.00
2016	PP	SWF SANITATION USER FEE	80.00
		2016 TOTAL	80.00
2017	PP	SWF SANITATION USER FEE	80.00
		2017 TOTAL	80.00
2018	PP	SWF SANITATION USER FEE	80.00
		2018 TOTAL	80.00
2019	PP	F09 MEAT CAMP FIRE PP	4.18
2019	PP	F09L MEAT CAMP FIRE LATE LIST	.42
2019	PP	G01 WATAUGA COUNTY PP	33.65
2019	PP	G01L WATAUGA COUNTY LATE LIST	3.37
2019	PP	SWF SANITATION USER FEE	80.00
		2019 TOTAL	121.62
2020	PP	F09 MEAT CAMP FIRE PP	4.05
2020	PP	F09L MEAT CAMP FIRE LATE LIST	.41
2020	PP	G01 WATAUGA COUNTY PP	32.64
2020	PP	G01L WATAUGA COUNTY LATE LIST	3.26
2020	PP	SWF SANITATION USER FEE	80.00
		2020 TOTAL	120.36
2021	PP	F09 MEAT CAMP FIRE PP	3.93
2021	PP	F09L MEAT CAMP FIRE LATE LIST	.39
2021	PP	G01 WATAUGA COUNTY PP	31.68
2021	PP	G01L WATAUGA COUNTY LATE LIST	3.17
2021	PP	SWF SANITATION USER FEE	80.00
		2021 TOTAL	119.17
2022	RE	C02 BOONE RE	8,877.02
2022	RE	F01 FOSCOE FIRE RE	274.30
2022	RE	F02 BOONE FIRE RE	3,983.69
2022	RE	F04 BEAVER DAM FIRE RE	82.40
2022	RE	F06 ZIONVILLE FIRE RE	228.98
2022	RE	F07 COVE CREEK FIRE RE	228.20
2022	RE	F08 SHAWNEEHAW FIRE RE	188.95
2022	RE	F09 MEAT CAMP FIRE RE	320.75

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT
2022	RE	F10 DEEP GAP FIRE RE	179.35
2022	RE	F12 BLOWING ROCK FIRE RE	336.75
2022	RE	FS1 FOSCOE SERV DIST RE	73.10
2022	RE	FX9 MEAT CAMP/CRESTON SERV DIST RE	71.70
2022	RE	G01 WATAUGA COUNTY RE	46,690.95
2022	RE	SWF SANITATION USER FEE	720.00
2022	PP	C02 BOONE PP	1,210.58
2022	PP	F01 FOSCOE FIRE PP	2.56
2022	PP	F02 BOONE FIRE PP	.87
2022	PP	F02L BOONE FIRE LATE LIST	.09
2022	PP	F07 COVE CREEK FIRE PP	3.28
2022	PP	F09 MEAT CAMP FIRE PP	3.81
2022	PP	F09L MEAT CAMP FIRE LATE LIST	.38
2022	PP	F12 BLOWING ROCK FIRE PP	15.26
2022	PP	F12L BLOWING ROCK FIRE LATE LIST	1.53
2022	PP	FX9 MEAT CAMP/CRESTON SERV DIST PP	2.27
2022	PP	FX9L MEAT CAMP/CRESTON LATE LIST	.23
2022	PP	G01 WATAUGA COUNTY PP	1,385.85
2022	PP	G01L WATAUGA COUNTY LATE LIST	22.68
2022	PP	MS1 BOONE MUNICIPAL SERV DIST PP	388.26
2022	PP	SWF SANITATION USER FEE	720.00
2022 TOTAL			66,013.79
SUMMARY TOTAL			66,836.94

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
C02	2013	SWF SOLID WASTE PP	62.00
C02	2014	SWF SOLID WASTE USER FEE	80.00
C02	2015	SWF SANITATION USER FEE	80.00
C02	2016	SWF SANITATION USER FEE	80.00
C02	2017	SWF SANITATION USER FEE	80.00
C02	2018	SWF SANITATION USER FEE	80.00
C02	2022	C02 BOONE RE	8,922.82
C02	2022	G01 WATAUGA COUNTY RE	7,881.82
C02	2022	SWF SANITATION USER FEE	240.00
C02 TOTAL			17,506.64
C03	2022	G01 WATAUGA COUNTY PP	3,535.50
C03	2022	G01L WATAUGA COUNTY LATE LIST	4.61
C03 TOTAL			3,540.11
C04	2022	G01 WATAUGA COUNTY RE	199.07
C04 TOTAL			199.07
C05	2022	G01 WATAUGA COUNTY PP	1,518.92
C05	2022	G01L WATAUGA COUNTY LATE LIST	4.03
C05 TOTAL			1,522.95
F01	2022	F01 FOSCOE FIRE RE	276.86
F01	2022	G01 WATAUGA COUNTY RE	1,760.79
F01	2022	SWF SANITATION USER FEE	80.00
F01 TOTAL			2,117.65
F02	2022	F02 BOONE FIRE RE	3,984.56
F02	2022	F02L BOONE FIRE LATE LIST	.09
F02	2022	G01 WATAUGA COUNTY RE	21,118.57
F02	2022	G01L WATAUGA COUNTY LATE LIST	.46
F02	2022	SWF SANITATION USER FEE	160.00
F02 TOTAL			25,263.68
F04	2022	F04 BEAVER DAM FIRE RE	82.40
F04	2022	G01 WATAUGA COUNTY RE	524.06
F04	2022	SWF SANITATION USER FEE	80.00
F04 TOTAL			686.46
F06	2022	F06 ZIONVILLE FIRE RE	228.98
F06	2022	G01 WATAUGA COUNTY RE	1,456.28
F06 TOTAL			1,685.26
F07	2022	F07 COVE CREEK FIRE PP	231.48
F07	2022	G01 WATAUGA COUNTY PP	1,472.21
F07	2022	SWF SANITATION USER FEE	160.00
F07 TOTAL			1,863.69

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F08	2022	F08 SHAWNEEHAW FIRE RE	188.95
F08	2022	G01 WATAUGA COUNTY RE	1,201.72
F08	2022	SWF SANITATION USER FEE	80.00
F08 TOTAL			1,470.67
F09	2019	F09 MEAT CAMP FIRE PP	4.18
F09	2019	F09L MEAT CAMP FIRE LATE LIST	.42
F09	2019	G01 WATAUGA COUNTY PP	33.65
F09	2019	G01L WATAUGA COUNTY LATE LIST	3.37
F09	2019	SWF SANITATION USER FEE	80.00
F09	2020	F09 MEAT CAMP FIRE PP	4.05
F09	2020	F09L MEAT CAMP FIRE LATE LIST	.41
F09	2020	G01 WATAUGA COUNTY PP	32.64
F09	2020	G01L WATAUGA COUNTY LATE LIST	3.26
F09	2020	SWF SANITATION USER FEE	80.00
F09	2021	F09 MEAT CAMP FIRE PP	3.93
F09	2021	F09L MEAT CAMP FIRE LATE LIST	.39
F09	2021	G01 WATAUGA COUNTY PP	31.68
F09	2021	G01L WATAUGA COUNTY LATE LIST	3.17
F09	2021	SWF SANITATION USER FEE	80.00
F09	2022	F09 MEAT CAMP FIRE RE	324.56
F09	2022	F09L MEAT CAMP FIRE LATE LIST	.38
F09	2022	G01 WATAUGA COUNTY RE	2,064.20
F09	2022	G01L WATAUGA COUNTY LATE LIST	2.42
F09	2022	SWF SANITATION USER FEE	160.00
F09 TOTAL			2,912.71
F10	2022	F10 DEEP GAP FIRE RE	179.35
F10	2022	G01 WATAUGA COUNTY RE	1,140.66
F10	2022	SWF SANITATION USER FEE	80.00
F10 TOTAL			1,400.01
F12	2022	F12 BLOWING ROCK FIRE RE	352.01
F12	2022	F12L BLOWING ROCK FIRE LATE LIST	1.53
F12	2022	G01 WATAUGA COUNTY RE	2,238.74
F12	2022	G01L WATAUGA COUNTY LATE LIST	9.71
F12	2022	SWF SANITATION USER FEE	240.00
F12 TOTAL			2,841.99
FS1	2022	FS1 FOSCOE SERV DIST RE	73.10
FS1	2022	G01 WATAUGA COUNTY RE	464.92
FS1 TOTAL			538.02
FX9	2022	FX9 MEAT CAMP/CRESTON SERV DIST RE	73.97
FX9	2022	FX9L MEAT CAMP/CRESTON LATE LIST	.23
FX9	2022	G01 WATAUGA COUNTY RE	470.45
FX9	2022	G01L WATAUGA COUNTY LATE LIST	1.45
FX9	2022	SWF SANITATION USER FEE	160.00
FX9 TOTAL			706.10

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
MS1	2022	C02 BOONE PP	1,164.78
MS1	2022	G01 WATAUGA COUNTY PP	1,028.89
MS1	2022	MS1 BOONE MUNICIPAL SERV DIST PP	388.26
		MS1 TOTAL	2,581.93
		SUMMARY TOTAL	66,836.94

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AGENDA ITEM 8:**TAX MATTERS*****C. Request for Board of Equalization and Review Hearing Date*****MANAGER'S COMMENTS:**

Mr. Larry Warren, Tax Administrator, will request a special hearing date regarding Tanger Shoppes on the Parkway. A review recommendation letter was mailed to Mr. Carr on June 2, 2022 allowing for a 30-day timeframe to respond. A response was emailed on July 15, 2022 indicating that they do not agree with the recommended value of \$13,081,350 and requested to go before the Board. After discussing with Ryan Vincent, the dates he is available, if the Board agrees, is Monday November 28, Tuesday November 29 or Wednesday November 30, noting that his preference is Tuesday November 29th. Time of day at the Board's discretion.

Staff seeks direction from the Board.



WATAUGA COUNTY TAX ADMINISTRATION

*Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607
(828) 265-8021 – FAX (828) 264-3230*

MEMORANDUM

TO: Deron T. Geouque

CC: Anita Fogle, Clerk to the Board

FROM: Larry D. Warren

SUBJECT: Tanger Shoppes on the Parkway

DATE: November 9, 2022

I'd like to request a special hearing date regarding Tanger Shoppes on the Parkway, during the Commissioners Board Meeting on Tuesday November 15th. The reason for the request, Mr. Carr, who represented several other commercial property owners during this year's appeal period, included parcel number 2818-10-4788-000. A review recommendation letter was mailed to Mr. Carr on June 2, 2022 allowing for a 30 day timeframe to respond. A response was emailed to my email address on July 15, 2022 at which time I was on vacation and they received an out of office reply. The letter emailed on July 15th indicated that they do not agree with the recommended value of \$13,081,350 and requested to go before the Board. After discussing with Ryan Vincent, the dates he is available, if the Board agrees, is Monday November 28, Tuesday November 29 or Wednesday November 30, noting that his preference is Tuesday November 29th. Time of day at the Board's discretion.

Thank you for your consideration.

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Memorandum of Understanding (MOU) for School Resource Officer (SRO)

MANAGER'S COMMENTS:

The School System was recently awarded funding for three (3) additional SRO's. The MOU needs to reflect this change. The County Attorney previously reviewed the proposed Memorandum of Understanding between the Watauga County Board of Education and the Watauga County Sheriff's Office.

Board action is required to accept the updated Memorandum of Understanding between the County and the Watauga County School System.

**MEMORANDUM OF
UNDERSTANDING**
between
**Watauga County Board of
Education and**
Watauga County Sheriff's Office for
the School Resource Officer
Program

This Agreement, entered into this 1st day of July, 2022, between Watauga County Board of Education, a public body corporate organized and existing under the Constitution and laws of the State of North Carolina, hereinafter referred to as the "School Board," and the Watauga County Sheriff's Office, a law enforcement agency organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "Sheriff's Office",

Witness that:

The School Board and Sheriff's Office mutually agree as follows:

1. THAT THE SCHOOL BOARD SHALL:

- a. Provide office space, access to telephone and internet, and basic office supplies.
- b. Develop desired schedule of work for the School Resource Officer, understanding that the School Resource Officer will comply with the Watauga County Sheriff's Office Personnel Policies as a Watauga County employee.
- c. Provide funding available, at the discretion of the School Board, for law enforcement and school safety purposes to the Sheriff's Office, including any funds received from the North Carolina Department of Public Instruction's School Safety Grants program obtained for the purpose of providing School Resource Officers from the Sheriff's Office. The funds to be provided are listed on Schedule A, which shall be updated by agreement of the parties from time to time, at least yearly, to reflect funds provided.

2. THAT THE SHERIFF'S OFFICE SHALL:

- a. Cause to be provided, at Sheriff's Office expense, for and on behalf of the School Board the School Resource Officers listed on Schedule B, to carry out the duties and responsibilities listed in this agreement. The School Board or their representatives will approve the officers to be assigned. Schedule B shall be updated from time to time, as necessary to reflect the number of School Resource Officers to be supplied.
- b. Assist school officials in lawfully responding to any law enforcement requests for confidential student and employee records pursuant to state law, federal law, and School Board Policy 5120 and associated procedures. Student education records obtained by the Sheriff's Office or the School Resource Officer during the course of service pursuant to this Agreement

shall be kept confidential and managed pursuant to Section 3 of this Agreement. Nothing in this Agreement shall be construed to constitute a waiver of, or to in any manner diminish the provisions for, confidentiality of student records.

- c. For the purpose of reviewing the School Resource Officer's performance as contemplated herein, allow full access to the personnel file of the School Resource Officer to the Superintendent or the Superintendent's designee, provided the Resource Officer consents and signs a written release in accordance with N.C.G.S. 160A-168(c)(6), and provided that the information in such file is kept confidential and not further disclosed.
- d. Provide, to the extent that Sheriff's Office resources permit, an officer to temporarily perform School Resource Officer duties on occasions that the assigned School Resource Officer is unavailable to work.

3. STUDENT EDUCATION RECORDS

The SRO shall comply with all applicable laws, regulations, and School Board policies, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any WCS student, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable School Board policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:

- a) The SRO has written consent from a parent or eligible student to review the records or information in question.
- b) The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
- c) The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
- d) The information disclosed is "directory information" as defined by WCS BOE Policy and the parent or eligible student has not opted out of the disclosure of directory information.

- e) The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable WCS policies and procedures.

4. REPORTING AUTHORITY:

- a. For issues of school policy, the School Resource Officer will follow recommendations and coordinate activities with the administration of Watauga County Schools.
- b. For all other law enforcement duties and general supervision as per Watauga County and Watauga County Sheriff's Office Personnel Policy, the School Resource Officer will report to the Watauga County Sheriff's Office.

5. PERFORMANCE RESPONSIBILITIES:

The purpose of the School Resource Officer position is to create a safe, inviting, and engaging learning environment for all students and school staff members.

In addition to the specific duties set forth in Sections 6-8 below, the general duties of the School Resource Officer shall include:

- a. Protect students, staff, visitors and property of the school.
- b. Investigate criminal activity on school property.
- c. Assist other law enforcement agencies as requested.
- d. Assist social services and mental health agencies as requested.
- e. Patrol areas of school campus as directed or needed.
- f. Assist in medical emergencies as needed.
- g. Counsel school staff in crisis prevention and intervention.
- h. Conduct informal counseling with students and families.
- i. Coordinate with school administration to ensure the appropriate delineation of roles and duties between law enforcement and school administration. As such, the School Resource Officer:
 - i. Will be trained in the legal standards governing searches and interrogations of minors by law enforcement officers pursuing criminal investigations, including the standards of juvenile *Miranda*;
 - ii. Will report issues of routine school discipline to school officials and not independently investigate issues of school discipline;
 - iii. Will not ask school officials to initiate a search or interrogation for purely law enforcement purposes;
 - iv. Will not be asked to participate in the investigation of routine school discipline by school officials unless necessary to protect the safety of persons;
 - v. Will promptly notify school officials whenever a student is questioned on school premises for a law enforcement purpose and/or when law enforcement action is taken against any student unless such notice would compromise an active investigation; further, the

- School Resource Officer will consult with school officials as to whether the parent(s) or guardian of a minor should be contacted with respect to any of the foregoing; and
- vi. Will assist school officials in lawfully responding to any law enforcement requests for confidential student and employee records consistent with state and federal law.

6. PREVENTION:

- a. Establish positive relationships between the officer and the student population.
- b. Assist other agencies such as social services, mental health and other organizations which provide services and care to school system employees, students and families.
- c. Receive training in Conflict Resolution and Peer Mediation.
- d. Assist students and teachers through Conflict Resolution classroom activities, assemblies and informal discussion.
- e. Work with training team to conduct staff development in Conflict Resolution strategies.
- f. Assist in training students in Peer Mediation.
- g. Serve as a resource for parents and students.
- h. Maintain a crime prevention tip-line or website.

7. INTERVENTION:

- a. Identify causes of violence in the schools.
- b. Educate students with respect to the consequences of violence and criminal behavior.
- c. Investigate criminal activity against school property, personnel, students and visitors.
- d. Provide and/or coordinate law enforcement at school activities.
- e. Assist local law enforcement authorities in school-related matters as requested.
- f. Serve as liaison between law enforcement and school officials, students and parents.
- g. Keep a log of activities relating to class, student and parent contacts.
- h. Review and access school security video limited to the investigation of suspected crimes.
- i. Any other duties assigned by the Watauga County Sheriff's Office.

8. CRITICAL KNOWLEDGE, TRAINING OR CERTIFICATION:

- a. Basic Law Enforcement training.
- b. Certified as a North Carolina Law Enforcement Officer sworn by the Watauga County Sheriff's Office.
- c. General experience in law enforcement with specialized knowledge of and/or experience in dealing with substance abuse, juvenile law and operating standards of accepted School Resource Officer procedures.

- d. Crisis Prevention and Intervention training.
- e. Successful completion of School Resource Officer Certification from the NC Justice Academy.

9. TERM AND TERMINATION:

(a) The term of this MOU shall begin on the 9th day of May, 2022. The parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.

(b) Either party may terminate this Agreement without cause on 90 days notice in writing to the other party;

(c) Either party may terminate this Agreement immediately for cause, upon giving written notice to the other party, in the event that the general counsel of the party terminating the Agreement provides a written statement that in his or her good faith legal opinion it is not legally permissible for that party to continue to substantially comply with this Agreement.

(d) In the event the School Board is dissatisfied with the performance of any assigned SRO, the Board shall consult with the Watauga County Sheriff and the parties shall negotiate in good faith so as to reasonably satisfy the Board, either by improvement in the performance of the SRO or by assignment of a different officer to serve as SRO. In the event the Board remains dissatisfied despite the foregoing efforts, the Board may terminate this Agreement upon 30 days written notice.

In the event of termination, for whatever cause, the School Board shall provide funding as specified herein, prorated through the effective date of the termination.

10. MISCELLANEOUS PROVISIONS

(a) Relationship of Parties. The School Board and the Sheriff's Office shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each party maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law. Nothing herein shall waive the right of either party or any of their respective employees to assert applicable immunities in the event of any lawsuit, including but not limited to sovereign immunity, governmental immunity, qualified immunity and/or public official immunity.

(b) Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for the initiation of any such action shall be Boone, North Carolina.

(c) Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between the School Board and the Sheriff's Office. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.

(d) Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.

(e) Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(f) Third Party Benefits. The services provided by the Sheriff's Office pursuant to this MOU shall not violate or in any way infringe on the rights of any third parties; provided, however, that nothing in this MOU shall be construed to create any right or remedy on the part of third parties.

(g) Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties set their hands and seals in Boone, Watauga County, North Carolina.

WATAUGA COUNTY

WATAUGA COUNTY
BOARD OF EDUCATION

Sheriff

Chairman

ATTEST:

ATTEST:

County Manager

Superintendent

Schedule A: Funding Provided by the School Board

<u>Fiscal Year:</u>	<u>Amount Provided:</u>
FY 2022-2023	\$ 85,347.63

Schedule B: School Resource Office Assignments

<u>FY 2022-2023 Number of Officers:</u>	<u>Assigned School:</u>
Lt. Seth Morrison	Watauga High School
Paul Scott	Bethel, Cove Creek
Andrew Smith	Green Valley, Parkway
Brandon Shepherd	Hardin Park
James Parker	Valle Crucis, Mabel

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Bid Award Request for Soil and Water Conservation Streamflow Rehabilitation Assistance Program (StRAP) Elk Creek Project

MANAGER'S COMMENTS:

On behalf of Michelle Kasey and Mikey Woodie with Soil and Water Conservation, the County Manager will request the Board award the bid to Hicks Construction Enterprise Inc. in the amount of \$20,500 for the StreamFlow Rehabilitation Assistance Program (StRAP) project.

Board approval is required to award the bid to Hicks Construction Enterprise Inc. in the amount of \$20,500 for the StreamFlow Rehabilitation Assistance Program (StRAP) project.

Streamflow Rehabilitation Assistance Program
(StRAP)

Request for Bid Award, Recommendation, and
Supporting Documentation

From the Watauga County Soil & Water Conservation District



971 W King St
Boone, NC 28607
(828) 719-3409

Project Summary/Background

In July, the Watauga County Board of Commissioners approved the acceptance of a contract with the North Carolina Department of Agriculture and Consumer Sciences for \$159,750 under the Streamflow Rehabilitation Assistance Program (StRAP). The purpose of StRAP is to reduce flooding and restore streams across the state, primarily through the removal of vegetative stream debris like log jams and fallen trees. Following the contract approval, the Watauga County Soil & Water Conservation District advertised for bids for the first StRAP project in Watauga County. The project will involve removing vegetative stream debris from 2,000 linear feet of Elk Creek in Deep Gap, which will reduce flood risk in that area and prevent erosion of the streambanks.

Recommendation and Request for Bid Award

The Watauga County Soil & Water Conservation District requests that the bid for the Elk Creek project be awarded to the lowest bidder, Hicks Construction Enterprises of Sugar Grove, NC. The attached Bid Tabulation sheet shows the three bids that were received for this work. Hicks Construction Enterprises has verified that they have the required liability insurance, a general contractor's license (License #62259), and experience in stream restoration work. Work is planned to be completed this winter, if possible.

BID TABULATION SHEET

Contracting Public Authority:	Watauga County
Project Name:	Elk Creek Stream Debris Removal Project
Bid Due Date:	10/31/22

Contract Description: Vegetative stream debris removal from 2,000 linear feet of Elk Creek in Deep Gap, NC. The removal of stream debris will be completed according to the best management practices of the Streamflow Rehabilitation Assistance Program (StRAP) administered by the North Carolina Soil & Water Conservation Commission.

Awarded To (check one)	List of Bidding Contractors	Contractor City, State	Total Bid Amount
	Blue Ridge Developmental Group, LLC	Wilkesboro, NC	\$149,000
	Yadkin Valley Construction	Ronda, NC	\$25,000
	Hicks Construction Enterprises Inc.	Sugar Grove, NC	\$20,500

Blue Ridge Developmental Group, LLC
1520 Meadowview Drive
Wilkesboro, NC 28697
NCGC #80746

October 3, 2022

Watauga SWCD
971 W King Street
Boone NC 28607

RE: StRAP Stream Debris Removal Watauga County NC – 2,000 Linear Feet of Elk Creek – BID Proposal

To Whom it May Concern,

Please see attached our proposal – based on the scope of work we reviewed. We have also attached out Certificate of Insurance.

LUMP SUM = BID PRICE

\$149,000

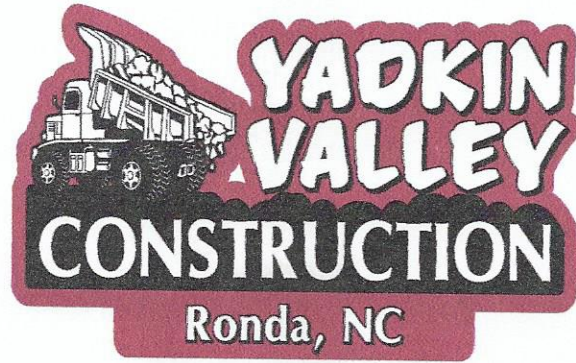
To be completed by 7/1/23



NORTH CAROLINA LICENSING BOARD FOR GENERAL CONTRACTORS

Name: Blue Ridge Development Group, LLC
Number: 80746
Status: Valid
Last Renewal Date: 2022-03-03
Address: 1520 Meadowview Drive
City: Wilkesboro
State: NC
Zip: 28697
County: WILKES
Telephone: (336) 844-4088
limitation: Limited
Classifications : Building
Qualifiers : Justin Cody Church

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336-984-8989 • 336-244-5762

2961 Old 60 Hwy Ronda, NC 28670

Terry Benton

Brad Benton

tlbentonyvc@gmail.com

bradbentonfarms@gmail.com

**To: Watauga County Soil & Water
Project: Deep Gap Snagging Project**

Bid to mobilize, snag approximately 2,000 feet and use a combination of burning and hauling off debris

\$25,000.00



Hicks Construction Enterprises Inc.
1230 Howard Edmisten Road
Sugar Grove, NC 28679
828-297-5377
License #62259

Watauga County Soil & Water
941 W King Street
Boone, NC 28606

RE: Bid for Elk Creek StRAP Projects

This bid is for one stream debris removal along 2,000 feet of Elk Creek in Deep Gap, NC. The work includes removing vegetative debris from the stream and disposing of it by burning, chipping, or hauling out the 100-year floodplain. The work will follow the recommended practices of the streamflow rehabilitation assistance program (StRAP).

Total lump sum bid: \$20,500.00



CERTIFICATE OF INSURANCE

111522 BCC Meeting

DATE ISSUED (MM/DD/YY) 11/7/22

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY BLUE RIDGE INSURANCE SERVICE INC PO BOX 1836 BOONE, NC 28607	AGENT'S NO. JJ2083	COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-in-Fact (In NY) Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
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NAME AND ADDRESS OF NAMED INSURED HICKS CONSTRUCTION ENTERPRISES INC 1230 HOWARD EDMISTEN RD SUGAR GROVE, NC 28679	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
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This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO Add'l LTR Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
E	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q46 0155771	10/1/22	10/1/23	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">EACH OCCURRENCE</td> <td style="width: 50%; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>FIRE DAMAGE (Any One Fire)</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>MED EXP (Any One Person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV. INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMP/OP AGG</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any One Fire)	\$ 1,000,000	MED EXP (Any One Person)	\$ 5,000	PERSONAL & ADV. INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMP/OP AGG	\$ 2,000,000
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	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER WATAUGA COUNTY SOIL & WATER CONSERVATION DISTRICT 971 W KING ST BOONE, NC 28607	AUTHORIZED REPRESENTATIVE
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AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Boards and Commissions*****MANAGER'S COMMENTS:****Watauga County Board of Adjustment**

The Board of Adjustment terms of Edie Tugman and Lee Stroupe expire in November, 2022. Neither wish to be reappointed. Both Jenna Isenhour and Kinney Baughman have expressed interest in serving. Each term will be for three years.

Social Services Advisory Board

Tiffany Christian has been recommended for appointment to the Social Services Advisory Board for a four-year term.

Health Department Board

There is a vacant public member position for Watauga County on the Health Department Board as Mr. David Triplett's term is expiring November, 2022. Ms. Jennifer Greene, Health Director/CEO, recommends the appointment of Carrington Pertalion to fill the public member position effective immediately. This will allow for continuity on the Health Department Board as it is a critical time as they approach their required public health reaccreditation.

All of the above are first readings.

**Volunteer Application
Watauga County Boards And Commissions**

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form. Please sign and mail or fax to:

*Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230*

Name: Jenna Isenhour
Home Address: 339 Isenhour Road
City: Zionville Zip: 28698
Telephone: (H) 8282600110 (W) 8288986277 (Fax) _____
Email: jcisenhour@gmail.com
Place of Employment: Water Quality Lab & Operations
Job Title: Administrative Assistant/ Compliance Coordinator

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- | | | |
|-------------------------------------|------------------------------------|---|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input type="radio"/> Watauga |
| <input type="radio"/> New River | <input type="radio"/> Brushy Fork | <input checked="" type="radio"/> Cove Creek |
| <input type="radio"/> Beaver Dam | <input type="radio"/> Meat Camp | <input type="radio"/> Shawneeshaw |
| <input type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input type="radio"/> Boone |


In addition, Please Indicate If You Live In One Of The Following Areas:

- | | |
|--|--|
| <input type="radio"/> Foscoe-Grandfather Community | <input type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed | <input type="radio"/> Winklers Creek Watershed |
| <input type="radio"/> South Fork New River Watershed | <input type="radio"/> Extraterritorial Area |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- | | |
|---|--|
| Gender | Ethnic Background |
| <input type="radio"/> Male | <input type="radio"/> African American |
| <input checked="" type="radio"/> Female | <input checked="" type="radio"/> Caucasian |
| | <input type="radio"/> Hispanic |
| | <input type="radio"/> Other |
| | <input type="radio"/> Native American |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. Watauga County Board Of Adjustment 
2. _____
3. _____

**Volunteer Application
Watauga County Boards And Commissions
(Continued)**

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

**Work
Experience:**

Compliance Coordinator/Administrative Assistant, Water Quality Lab & Operations in Banner Elk, NC 2011-present
Income Maintenance Caseworker, Caldwell County DSS 2014-2015
Legal Assistant, Eggers Law Firm 2007-2009

**Volunteer
Experience:**

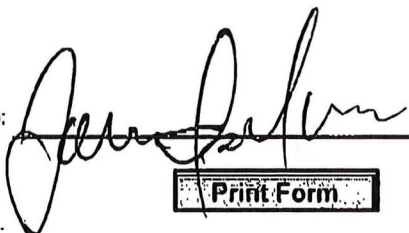
Holly Fehl for Clerk of Court Campaign - Campaign Manager for the 2022 Election

**Other
Experience:**

B.A.A.S in Criminal Justice from Lees-McRae College, awarded in 2022 summa cum laude
A.A.S. in Paralegal Technology through CCC&TI, awarded 2018, 3.8 GPA
Certified Notary Public, Commission Expired June 2024

**Other
Comments:**

My current experience in the water and wastewater treatment industries leaves me well-positioned to offer a unique perspective to the Board of Adjustment. Additionally, I have experience in the legal field and would be comfortable with the judicial nature of the proceedings required of Board of Adjustment members. The address reflected on my application is my soon-to-be residential address as of 11/10/22. My current address (1066 Sherwood Rd in Vilas) is still located in Watauga County.

Signature: 

Date: 10-31-22

Print Form

Reset Form

Volunteer Application
Watauga County Boards And Commissions

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form. Please sign and mail or fax to:

Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230

Name: Tiffany Christian
Home Address: 1950 Ball Branch Road
City: Boone Zip: 28607
Telephone: (H) 8287191600 (W) 8283861515 (Fax) _____
Email: tiffanychristian@charter.net
Place of Employment: Safe Harbor
Job Title: Director of High Country Ministries

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- | | | |
|-------------------------------------|--|------------------------------------|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input type="radio"/> Watauga |
| <input type="radio"/> New River | <input type="radio"/> Brushy Fork | <input type="radio"/> Cove Creek |
| <input type="radio"/> Beaver Dam | <input checked="" type="radio"/> Meat Camp | <input type="radio"/> Shawneehaw |
| <input type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input type="radio"/> Boone |

In addition, Please Indicate If You Live In One Of The Following Areas:

- | | |
|--|--|
| <input type="radio"/> Foscoe-Grandfather Community | <input type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed | <input type="radio"/> Winklers Creek Watershed |
| <input type="radio"/> South Fork New River Watershed | <input type="radio"/> Extraterritorial Area |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- | | | |
|---|---|--------------------------------|
| Gender | Ethnic Background | |
| <input type="radio"/> Male | <input checked="" type="radio"/> African American | <input type="radio"/> Hispanic |
| <input checked="" type="radio"/> Female | <input type="radio"/> Caucasian | <input type="radio"/> Other |
| | <input type="radio"/> Native American | |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1. Social Services Board
2. Recreation Commission
3. Watauga County Jury Commission

Volunteer Application
Watauga County Boards And Commissions
(Continued)

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work
Experience:

currently Director of Safe Harbor Recovery Center for Women (since August 2022)
Mast General Store Ecommerce and Customer Service Manager (2015-2022)
ASU Social Work faculty (2003-2018)

Volunteer
Experience:

The Rock Church; Boone, NC , Missions/Outreach coordinator
Boone Chamber of Commerce Board of Directors
Hickory Community Theatre Board of Directors
F.A.R.M. Café Board of Directors
Hospitality House Board of Directors
Hardin Park PTO Co-president
Boone Sunrise Rotary
Girl Scout Troop Leader

Other
Experience:

served as GAL in Cumberland County (1997-2000)

Other
Comments:

Signature:



Date:

11/2/22

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AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****D. Announcements*****MANAGER'S COMMENTS:**

Commissioners are invited to a special Holiday Christmas Dinner for Blue Ridge Energy's Watauga Member Advisory Committee and Community Leaders Council. It will be held on Thursday, December 1, 2022, at 6:30 P.M. at Meadowbrook Inn, Blowing Rock. Anita will be glad to RSVP on your behalf by the November 15 deadline.

The first Board of Commissioners meeting in December has been moved to Monday, December 5, 2022. The meeting will include a recess to allow for the swearing in ceremony of the Commissioners-Elect.

The Annual Employee Christmas Lunch will be held at Dan'l Boone Inn on Tuesday, December 13, 2022, from 11:30 A.M. to 2:00 P.M. The first lunch group will begin at 11:30 A.M. and the second lunch group will begin at 1:00 P.M.

A Groundbreaking Ceremony for the new Valle Crucis Elementary School will be held on Tuesday, November 29, 2022 at 1:00 PM. Details will be announced.

M E R R Y

Christmas

A N D A H A P P Y N E W Y E A R



You and your spouse or guest are invited to a special
Holiday Christmas Dinner for Blue Ridge Energy's
Watauga Member Advisory Committee
and Community Leaders Council.

Thursday, December 1, 2022

6:30 PM

Meadowbrook Inn, Blowing Rock

Please RSVP by November 15,
using one of the following methods:

- Email: cbradshaw@BlueRidgeEnergy.com
- Call 828-759-8907
- Register at br.energy/Christmas2022



AGENDA ITEM 10:

PUBLIC COMMENT

AGENDA ITEM 11:

BREAK

AGENDA ITEM 12:

CLOSED SESSION

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

Land Acquisition – G. S. 143-318.11(a)(5)(i)