

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

**TUESDAY, JUNE 20, 2023
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 6, 2023, Regular Meeting June 6, 2023, Closed Session		1
	3	APPROVAL OF THE JUNE 20, 2023, AGENDA		13
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN TURNBOW	15
5:40	5	PROPOSED RESOLUTION AND MEMORANDUM OF UNDERSTANDING (MOU) FOR NC DIVISION OF WATER RESOURCES GRANT FOR NEW RIVER CONSERVANCY PROJECT	MS. KATIE KROGMEIER	17
5:45	6	ECONOMIC DEVELOPMENT COMMISSION (EDC) CAPITAL RESERVE ACCOUNT FUNDING REQUEST	MR. JOE FURMAN	45
5:50	7	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	47 49
5:55	8	BUDGET AMENDMENTS	MS. SAMANTHA JONES	53
6:00	9	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Emergency Services Out-of-State Travel Request B. Proposed Amendments to the Boone Fire Contract C. Proposed Acceptance of Donation for the New Valle Crucis School D. Amendments to the Tourism Development Authority Lease E. Announcements	MR. DERON GEOUQUE	57 59 65 69 77
6:05	10	BREAK		78
6:10	11	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Economic Development – G. S. 143-318.11(a)(4)		78
6:30	12	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

June 6, 2023, Regular Meeting

June 6, 2023, Closed Session

DRAFT

MINUTES

**WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JUNE 6, 2023**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 6, 2023, at 5:30 P.M. in the Commissioners’ Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Turnbow called the meeting to order at 5:32 P.M. The following were present:

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

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

APPROVAL OF MINUTES

Chairman Turnbow called for additions and/or corrections to the May 16, 2023, regular and closed session minutes.

Commissioner Russell, seconded by Commissioner Eggers, moved to approve the May 16, 2023, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Russell, seconded by Commissioner Eggers, moved to approve the May 16, 2023, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Turnbow called for additions and/or corrections to the June 6, 2023, agenda.

Commissioner Russell, seconded by Commissioner Eggers, moved to approve the May 16, 2023, agenda as presented.

VOTE: Aye-5
Nay-0

PUBLIC COMMENT

The following spoke during public comment:

Ms. Linda Byrd advocated for an increase to the proposed Board of Elections budget.
Ms. Suzanne Livesay and Mr. Todd Wright both advocated for an increase to the proposed funding allocation for Appalachian Theatre to be used as a subsidy for those utilizing the theater.

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE SIGN ORDINANCE

A public hearing was scheduled to allow citizen comments on proposed changes to the sign ordinance. Mr. Jason Walker, Planning and Inspections Director, presented the changes and stated that most were for clarification purposes.

Commissioner Eggers, seconded by Commissioner Russell, moved to open the public hearing at 5:48 P.M.

VOTE: Aye-5
Nay-0

Mr. Rusty Henson shared concerns his Church has with the sign ordinance. Chairman Turnbow stated that staff would speak with Mr. Henson regarding his concerns.

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to close the public hearing at 5:56 P.M.

VOTE: Aye-5
Nay-0

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to adopt the Sign Ordinance as presented by Mr. Walker.

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

Discussion was held in regards to Mr. Henson's issues, ending with Chairman Turnbow stating that the Board of Commissioners could not resolve the issue and referring Mr. Henson to the Planning Board now that the new Ordinance was adopted and in effect.

PROPOSED RESOLUTION – INTERSTATE DESIGNATION

Mr. Loren Hill, NC Carolina Core/Piedmont Triad Partnership, presented a proposed resolution in support of a future Interstate Highway for U.S. 421 from Boone to I-40 in Winston-Salem. Mr. Hill stated that discussions had begun last year with Wilkes, Yadkin, and Forsyth counties in regards to the proposed interstate. In March of 2023, the idea of extending the proposed interstate to Boone from Wilkesboro was formulated. Mr. Hill stated that Forsyth, Yadkin, Wilkes, and

Ashe counties had all passed resolutions in support of the segment from Winston-Salem to Wilkesboro (as did the High Country COG). Mr. Joe Furman, Director of Economic Development with the Boone Area Chamber of Commerce, was also supportive of the project. If the Board adopted the resolution of support, it would be presented to the NC Delegation.

Commissioner Russell shared concerns of occasional heavy fog and how that would affect travel on an interstate. Mr. Hill stated that he would share those concerns. Mr. Hill also stated that the current road would be upgraded where necessary with new roads in some places including a bypass around Wilkesboro. The Department of Transportation (DOT) would determine where the interstate would end. County Manager Geouque stated that it could be an opportunity to go into Tennessee.

Commissioner Turnbow read the resolution.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to adopt the resolution and direct staff to prepare a letter to send to the appropriate authorities.

Prior to the vote, Commissioner Eggers shared concerns to the amount of traffic an interstate would bring to the area and stated that he didn't see a benefit. Commissioner Castle stated people were not having problems getting to the County and he did not want to become an interstate town.

After discussion the following vote was taken:

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

NEW RIVER CONSERVANCY PROJECT UPDATES

Ms. Katie Krogmeier, Restoration Director for the New River Conservancy, gave an update on the Hardin Creek Restoration and Boone Creek Temple Restoration Projects. Ms. Krogmeier also requested the County be the sponsor for a NC Division of Water Resources (DWR) Grant application in the amount of \$200,000 that would be due on June 30, 2023.

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the request for the County to sponsor the DWR Grant.

VOTE: Aye-5
Nay-0

BLUE RIDGE WOMEN IN AGRICULTURE (BRWIA) ANNUAL REPORT

Ms. Liz Whiteman, Executive Director BRWIA, presented the annual report of the twenty-year-old non-profit organization. Ms. Whiteman highlighted the following programs: High Country Food Hub, King Street Farmers' Market, Boone's Winter Farmers' Market, Double Up Food Bucks, Blue Ridge Collaborative Regional Alliances for Farmer Training, and Local Food as Medicine. Ms. Whiteman stated that their goals were to increase consumer demand for local food,

ensure equitable access to high quality local food, and provide producers support as needed. \$859,800 in total sales were generated in 2022 at the Food Hub with 558 new customers and 73% repeat customers. The farmers' markets have 59 local vendors and approximately 200 customers per week on average. Ms. Whiteman thanked the Board for continued support over the years. The report was given for information only; therefore, no action was required.

BID AWARD REQUEST FOR QUEEN/WATER STREET PARKING DECK

Mr. Bill Dixon, Appalachian Architecture, presented bids received for the County's new parking deck. The County received the following bids:

Contractor	Base Bid	Add/Alternate Thin-set Brick	Total Cost	Rock Excavation (Cu Yard)			Unsuitable Soil Excavation (Cu Yard)			
				Trenches	Bulk/JH	Bulk/Tractor	Gen. Earth (Machine)	Trench (Hand)	Backfill (Machine)	Backfill (Hand)
GCI	\$5,300,242	\$323,042	\$5,623,284	\$270	\$210	\$500	\$15	\$20	\$15	\$20
Hickory	\$4,860,000	\$370,000	\$5,230,000	\$350	\$290	\$575	\$20	\$30	\$20	\$20
VPC	\$4,564,657	\$427,545	\$4,992,202	\$351	\$273	\$650	\$20	\$26	\$20	\$20

Mr. Dixon stated that VPC was the lowest responsive bidder in the total amount of \$4,992,202. The base bid was \$4,564,657 and Alternate 1 - thin set brick was \$427,545. Mr. Dixon and staff recommended the acceptance of Alternate 1 as it would require less time to install, less impact from weather delays, and the overall integrity from water penetration. The cost to demo the retaining wall and construction of the sidewalk along Queen Street was \$67,940 of which, a request would be submitted to the Town of Boone to cover the expense.

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to award the bid to VPC in the amount of \$4,992,202, including the base bid and Alternate 1, and to direct the County Attorney to draft and approve a contract with VPC for construction of the parking deck.

Prior to the vote, Mr. Eggers stated that he felt funds could be used wiser for educational purposes. Chairman Turnbow stated that the parking deck would be used for jury parking. Commissioner Russell stated that the County had a Capital Plan which included future renovations to schools. Commissioner Castle asked if the plan was to generate revenue on Appalachian State University game days and if the deck would be open to the public after 5:00 P.M. Mr. Geouque stated that the plan was to move staff parking, at no cost to staff, to the parking deck to free up closer spaces to the County complex.

After discussion, the following vote was taken:

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

Mr. Dixon stated that a payout of \$108,000 would be requested soon to VPC which would allow Tindal Corporation to begin drawings over the next several months and requested a 365-day exemption period to get the drawings back to Appalachian Architecture before the time begins. Mr. Dixon stated that he expected the project to be fully permitted by the end of July and he was working with the County Manager and County Attorney on easements.

PROPOSED APPALCART CONTRACTS FOR FY 2024

Mr. Craig Hughes, AppalCART Director, presented the contracts for transportation services for the Project on Aging (POA) and Social Services Departments for FY 2024. The proposed rate for POA, Department of Social Services, and other County functions was \$2.85 per direct mile, up from \$2.28 for FY 2023. The proposed rate for POA meal delivery was \$2.00 per direct mile, which was an increase from \$1.45 for FY 2023.

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the AppalCART contracts as presented by Mr. Hughes.

VOTE: Aye-5
Nay-0

PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY

Ms. Betsy Richards, Ms. Stevie Welborn, and Ms. Angie Boitnotte presented a proclamation declaring June 15, 2023, as “World Elder Abuse Awareness Day” in North Carolina. Ms. Boitnotte stated that elder abuse prevention and awareness was recognized each year from Mother’s Day until Father’s Day with June 15th designated as “World Elder Abuse Awareness Day.” Ms. Richards stated that this gives a time for our community to recognize the responsibility of protecting our elders. Ms. Welborn read the proposed proclamation.

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

VOTE: Aye-5
Nay-0

PROPOSED ALLOCATION OF PROJECTED FY 2024 HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS

Ms. Angie Boitnotte, Project on Aging Director, presented the projected allocation of \$313,778 in Home and Community Care Block Grant (H&CCBG) funds for FY 2024. The required local match was \$34,865 and was present in the Project on Aging's FY 2024 requested budget. The funds would be allocated as follows:

HCCBG Service	HCCBG Allocation	Match
In-Home Aide Level I	\$87,089	\$9,677
In-Home Aide Level II	\$74,670	\$8,297
Congregate Meals	\$40,000	\$4,444

Home Delivered Meals	\$106,019	\$11,780
Transportation	\$6,000	\$667

Commissioner Castle, seconded by Commissioner Eggers, moved to accept the projected allocations for FY 2024 Home & Community Care Block Grant (H&CCBG) Funds as presented by Ms. Boitnotte.

VOTE: Aye-5
Nay-0

JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2024 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN

Ms. Samantha Jones, Finance Director, presented the Juvenile Crime Prevention Council (JCPC) Certification and County Plan, as well as the membership roster for FY 2024.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the Certification, County Plan, and membership roster as presented by Ms. Jones.

VOTE: Aye-5
Nay-0

REQUESTED FY 2022-2023 MOBILE RADIO AND EMERGENCY EQUIPMENT PURCHASE APPROVAL

On behalf of Major Kelly Redmon, County Manager Geouque requested approval of the purchase of eight (8) dual band car radios in the amount of \$37,360 for FY 2022-2023 from Two Way Radio of Carolina, Inc.

In addition, approval was requested for the purchase of eight (8) vehicle upfits in the amount of \$46,988.24 from Dana Safety Supply on the NC Sheriff's Contract. Adequate funds were available in the FY 2022-2023 budget to cover the requested expenses.

Commissioner Russell, seconded by Commissioner Eggers, moved to accept the bids from Two Way Radio of Carolina, Inc., in the amount of \$37,360, and Dana Safety Supply in the amount of \$46,988.24.

VOTE: Aye-5
Nay-0

ADOPTION OF THE FISCAL YEAR 2024 BUDGET ORDINANCE

County Manager Geouque presented the Fiscal Year 2024 Budget Ordinance for adoption and reviewed the following changes as recommended by the Board and County Manager:

Budget Change Summary		
General Fund		
Revenues	Expenditures	
	\$9,565	- Clerical correction in building expenses formula in budget detail
\$826,902.64		Clerical correction to Public Assistance Fund Transfers from General Fund
	\$826,902.64	- Clerical correction to General Fund Transfer to Public Assistant Fund
\$5,517,050		109800-498021 – Correction to detail only, correction does not affect budget totals
	\$5,517,050	- 109800-498021 – Correction to detail only, correction does not affect budget totals
	\$11,208	- Clerical correction in Payee Fund
-\$45,648		Clerical correction to Fund Balance amount needed to cover expenses
Net Change in overall budget		

The County Manager stated that the Board could approve the proposed budget ordinance as presented, request changes, or schedule an additional work session. North Carolina General Statutes requires the budget be adopted by June 30th.

County Manager Geouque answered a question from Commissioner Russell by stating that \$10,000 was provided in FY 2022 for Appalachian Theatre along with an additional \$15,000 allocation from American Recovery Plan (ARP) funds to be used for their subsidy. The one-time ARP allocation was contingent on the Town of Boone funding \$25,000 as well. \$10,000 was included in the proposed FY 2024 budget. Vice-Chairman Wallin stated that the Theater also received another \$25,000 in match from a private citizen. Vice-Chairman Wallin also stated that the groups who utilized the subsidy needed to make adequate plans to not have need of the funds but, if they could not, they may come individually to request funding from the Board of Commissioners whether than requesting the subsidy through Appalachian Theatre.

Commissioner Eggers stated that he liked the budget and was pro education and the Cost of Living Adjustment (COLA) was good. Commissioner Eggers stated that he was not in favor of some items, including the Sanitation budget and the lack of Sheriff's Office overtime pay.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the budget ordinance as presented by the County Manager.

Discussion was held prior to the vote, including the following:

Commissioner Russell stated that no budget was perfect and he wished there were more funds available, but, he felt funds were allocated the best they could be among the interest and needs and, it was a fair allocation of resources.

Commissioner Castle stated that he ran for office in support of schools, the expansion of medical services as well as the support of law enforcement and first responders. He was happy for the COLA but, felt that some areas fell short including hazardous standoff pay for the Sheriff's Office.

He also stated that he was disappointed in the Landfill situation. He was in support of working with the Children's Council and preventing drug addiction. Commissioner Castle made an appeal to increase funding for these issues as well as education. He also stated that he felt the funding currently allocated for the new parking deck would go a long way toward improving our schools. Commissioner Castle stated that he did not support the budget as presented.

Commissioner Eggers stated that he agreed with Commissioner Castle and was also concerned about Board of Elections needs for additional staffing in regards to voter ID.

Vice-Chairman Wallin stated that he was disappointed in budget items as well. He had hoped for more funding for affordable housing or for WAMY Community Action to be used for housing needs. Vice-Chairman Wallin stated that he believed there had been opportunities for Commissioners to express concerns with the budget. He stated that funding was put aside for school projects. He was also concerned about the Board of Elections budget; however, he stated that the County Manager had assured the Board that there were contingency funds available, if needed. Trash disposal would be open on Thursdays in addition to Saturdays as a trial and even though the brush exemption was not included this year, he hoped it would be next year. He stated that the Board of Education was getting funding to be used for Teachers earning their State Board Certification. He also wished more could be done for the Sheriff's Office but did support the budget as presented.

Chairman Turnbow stated that there were many problems with the budget as presented and was not happy with school funding, the Sheriff's Office funding, Transfer Station funding, and would like the Transfer Station opened Monday through Friday but have a tipping fee, not including 2,000 pounds of free dumping. Chairman Turnbow stated that he was not in favor of the budget as presented and would like to hold an emergency meeting to further discuss the proposed budget.

After discussion, the following vote was taken:

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

[Clerk's Note: As the Budget Ordinance was not adopted, special meetings were scheduled under Announcements for further review and consideration.]

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Amendment to the Ted Mackorell Soccer Complex License Agreement

County Manager Geouque presented an update to the License Agreement between the County, Appalachian Soccer Group, LLC, Appalachian State University, and the High-Country Soccer Association, Inc. The updated agreement was a continuation of the License Agreement that was previously approved with slight changes regarding fees and the sale of beverages to be non-alcoholic. The County Attorney had reviewed the changes.

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the License Agreement as presented.

VOTE: Aye-5
Nay-0

B. Reappointment of the Tax Assessor

County Manager Geouque stated that Tax Administrator, Larry Warren's term was set to expire at the end of June 2023. The County Manager stated that the Board had the option of appointing Mr. Warren to a term of either two or four years. The County Manager recommended Mr. Warren be reappointed to a four-year term.

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to reappoint Mr. Larry Warren as Tax Administrator for a four-year term ending June 30, 2027.

VOTE: Aye-5
Nay-0

C. July Meeting Schedule

County Manager Geouque stated that historically, only one meeting was held in July due to all the work done on the budget as well as the July 4th holiday. Also, historically, at the beginning of a new fiscal year there is limited business for the Board's consideration. The Manager recommended cancelling the first meeting in July and holding the second meeting as currently scheduled for the third Tuesday on July 18, 2023.

Commissioner Castle, seconded by Vice-Chairman Wallin, moved to cancel the first regular meeting in July with the second regular meeting to be held as scheduled on July 18, 2023.

VOTE: Aye-5
Nay-0

D. Boards and Commissions

County Manager Geouque presented the following:

Voluntary Farmland Preservation Advisory Board

The Voluntary Farmland Preservation Advisory Board had recommended the reappointment of Mr. Andrew Ellis, Ms. Jennifer Miller, and Ms. Kristy Hackler. These were first readings.

Commissioner Eggers, seconded by Commissioner Russell, moved to waive the second reading and reappoint Mr. Andrew Ellis, Ms. Jennifer Miller, and Ms. Kristy Hackler to the Voluntary Farmland Preservation Advisory Board.

VOTE: Aye-5
Nay-0

E. Announcements

County Manager Geouque stated that there were no announcements; however, the Board needed to schedule the Budget Work Session and special meeting mentioned earlier in the meeting in regards to the proposed Budget Ordinance.

Chairman Turnbow stated that he wanted to re-discuss the following items at the Budget Work Session: the recycle centers, overtime pay for the Sheriff's Office, school funding, the Board of Elections, and the Children's Council. Chairman Turnbow and Commissioner Russell discussed the Children's Council until Commissioner Eggers requested dates for the meetings be scheduled with continued discussion to be held at the Work Session.

After discussion, Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to schedule the Budget Work Session on Wednesday, June 21, 2023, beginning at 5:30 P.M. and the special meeting for the purpose of considering the adoption of the Budget Ordinance on Thursday, June 22, 2023, beginning at 5:30 P.M. with both meetings to be held in the Commissioners Board Room.

VOTE: Aye-5
Nay-0

[Clerk's Note: The next regular meeting will be held at 5:30 P.M. on Tuesday, June 20, 2023.]

CLOSED SESSION

At 7:59 P.M., Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Economic Development, per G. S. 143-318.11(a)(4), Land Acquisition, per G. S. 143-318.11(a)(5)(i), and Personnel Matters, per G. S. 143-318.11(a)(6)

VOTE: Aye-5
Nay-0

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to resume the open meeting at 9:29 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to adjourn the meeting at 9:29 P.M.

VOTE: Aye-5
Nay-0

Larry Turnbow, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE JUNE 20, 2023, AGENDA

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AGENDA ITEM 4:

PUBLIC COMMENT

MANAGER'S COMMENTS:

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

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AGENDA ITEM 5:

**PROPOSED RESOLUTION AND MEMORANDUM OF UNDERSTANDING (MOU) FOR NC
DIVISION OF WATER RESOURCES GRANT FOR NEW RIVER CONSERVANCY PROJECT**

MANAGER’S COMMENTS:

At the last Commissioners’ meeting, the Board agreed to sponsor New River Conservancy for a grant application for NC DEQ's Division of Water Resources Grant by being the main applicant, and NRC being a co-applicant. As part of this approval a Resolution Statement and a copy of the County's No Conflict of Interest Policy is required. In addition, a Memorandum of Understanding between co-applicants is requested.

Board action is required to approve the Resolution Statement and the Memorandum of Understanding.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

WATER RESOURCES DEVELOPMENT GRANT RESOLUTION

WHEREAS, the County of Watauga desires to sponsor, Boone Creek at High Country Temple Restoration, to restore 672 lf of Boone Creek, a tributary of the South Fork New River in downtown Boone using natural channel design methods.

WHEREAS, the County of Watauga also recognizes New River Conservancy as the Co-applicant for this project and acknowledges this Co-applicant as being a Responsible Party for this proposed project.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Board/Co-applicant requests the State of North Carolina to provide financial assistance to Watauga County for Boone Creek at High Country Temple Restoration in the amount of \$200,000 or 50 percent of the nonfederal project costs, whichever is the lesser amount;
- 2) The Board/Co-applicant assumes full obligation for payment of the balance of project costs;
- 3) The Board/Co-applicant will obtain all necessary State and Federal permits;
- 4) The Board/Co-applicant will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Board/Co-applicant will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Board/Co-applicant will obtain suitable spoil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) The Board/Co-applicant will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 8) The Board/Co-applicant accepts responsibility for the operation and maintenance of the completed project;
- 9) Grantee identifies the Co-applicant as a responsible party and grants them authority to operate on the Grantee's behalf as fiscal agent and project coordinator.

ADOPTED by the County of Watauga this 20th day of June, 2023.

Larry Turnbow, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

Memorandum of Understanding

Between New River Conservancy and Watauga County

Project name: Boone Creek at High Country Temple Restoration

Whereas the New River Conservancy desires to sponsor:

[Boone Creek at Temple of the High Country Restoration, to restore 672 lf of Boone Creek, a tributary of the South Fork New River in downtown Boone using natural channel design methods.](#)



This memorandum of understanding covers the above-named project with the following terms:

- 1) Due to the North Carolina Division of Water Resource requirement that a local unit of Government sponsor their grant application the New River Conservancy requests the County of Watauga make an application on behalf of the New River Conservancy for the above named project in the amount of **\$200,000** or 50% of the cost of the project, whichever is the lesser amount.
- 2) The New River Conservancy agrees to obtain all necessary State and Federal permits to implement the above-named project prior to beginning construction.
- 3) The New River Conservancy assumes full obligation for payment of the balances of the Construction cost named in the above project. The County of Watauga will sign the Model Resolution and the Application to the North Carolina Division of Water Resources.
- 4) The New River Conservancy will supervise the construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications of the above-named project.
- 5) The New River Conservancy will comply with all applicable laws governing the award of contracts and expenditure of public funds.
- 6) The New River Conservancy will obtain suitable spoil disposal areas as needed and all other easements and right-of-ways that may be necessary for the construction and operation of the project without cost or obligation to Watauga County.

New River Conservancy
 PO Box 1480
 West Jefferson, NC 28694
 828.266.5297



WATAUGA COUNTY

CONFLICT OF INTEREST POLICY

APPLICABLE TO CONTRACTS AND SUBAWARDS OF WATAUGA COUNTY SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when Watauga County enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the County (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.
- b. “*Contract*” means, for the purpose of Federal Financial Assistance, a legal instrument by which the County purchases property or services needed to carry out a program or project under a Federal award.
- c. “*Contractor*” means an entity or individual that receives a Contract.
- d. “*Covered Individual*” means a Public Officer, employee, or agent of the County.
- e. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the County).

- f. *“Direct Benefit”* means, with respect to a Public Officer or employee of the County, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.
- g. *“Federal Financial Assistance”* means Federal financial assistance that the County receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. *“Governing Board”* means the County Commissioners of the County.
- i. *“Immediate Family Member”* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- j. *“Involved in Making or Administering”* means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. *“Pass-Through Entity”* means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. *“Public Officer”* means an individual who is elected or appointed to serve or represent the County (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the County.
- m. *“Recipient”* means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. *“Related Party”* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the

County) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

- o. *“Subaward”* means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- p. *“Subcontract”* means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. *“Subcontractor”* means an entity that receives a Subcontract.
- r. *“Subrecipient”* means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. *“”* has the meaning specified in Section I hereof.

III. **COI Point of Contact.**

- a. Appointment of COI Point of Contact. The County Manager, an employee of the County, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the County Manager is unable to serve in such capacity, the Finance Director shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the *“COI Point of Contact”*.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. **Conflict of Interest Standards in Contracts and Subawards**

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the County involved in contracting on behalf of the County. The County shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.

- i. G.S. § 14-234(a)(1). A Public Officer or employee of the County involved in Making or Administering a Contract or Subaward on behalf of the County shall not derive a Direct Benefit from such a Contract or Subaward.
- ii. G.S. § 14-234(a)(3). No Public Officer or employee of the County may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the County.
- iii. G.S. § 14-234.3. If a member of the Governing Board of the County serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the County and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the County and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
- iv. G.S. § 14-234.1. A Public Officer or employee of the County shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
 - 1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.
- ii. Identification and Management of Conflicts of Interest.
 1. Duty to Disclose and Disclosure Forms
 - a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.
 - b. Prior to the County's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
 - c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the County.
 2. Identification Prior to Award of Contract or Subaward.
 - a. Prior to the County's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the County.
 3. Management Prior to Award of Contract or Subaward
 - a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the

County Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:

- i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if County is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if County is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to County; or
 - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.
- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the County may enter into the Contract or Subaward in accordance with the County's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the County has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the County Manager and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the County shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding

of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:

- i. if County is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
- ii. if County is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to County in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. **Oversight of Subrecipient's Conflict of Interest Standards**

- a. **Subrecipients of County Must Adopt Conflict of Interest Policy.** Prior to the County's execution of any Subaward for which the County serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- b. **Obligation to Disclose Subrecipient Conflicts of Interest.** The COI Point of Contact shall ensure that the legal agreement under which the County makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. **Gift Standards**

- a. **Federal Standard.** Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. **Exception.** Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:

- i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or
 - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the County is a Subrecipient.

VII. Violations of Policy

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the County.
- b. Disciplinary Actions for Contractors and Subcontractors. The County shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the County shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the County, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

EXHIBIT A

Examples

<i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i>
<p>Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> - Stock in a corporation. - Membership interest in a limited liability company. - Partnership interest in a general or limited partnership. - Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract. - Option to purchase any equity interest in a firm or organization. 	<p>Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.</p> <p>A position as a director or officer of the firm or organization, even if uncompensated.</p>
<p>Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> - Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment)) - Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). <ul style="list-style-type: none"> o Holder of a judgment against the firm. 	<p>A referral of business from a firm considered for a Contract or Subaward.</p>
<p>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</p>	<p>Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).</p>

EXHIBIT B**COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST**

Watauga County (“County”) has adopted a Conflict of Interest Policy (“Policy”) that governs the County’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the County.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the County Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the County) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Contract:</u> <hr/>	
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
Any identified interest in Step 4 is	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>

<p>a potential “real” conflict of interest.</p>			
<p>5</p>	<p>Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.</p>		
<p>Any identified interest in Step 5 is a potential “apparent” conflict of interest.</p>	<p><u>Public Officials</u></p>	<p><u>Employees</u></p>	<p><u>Agents</u></p>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT C**CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM****FOR OFFICIALS, EMPLOYEES, AND AGENTS**

Watauga County (“County”) has adopted a Conflict of Interest Policy (“Policy”) that governs the County’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of the County that may be involved in the selection, award, or administration of the following contract: _____ (the “Contract”). To safeguard the County’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the County) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the County) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the County) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- c. Does a current or potential employer (other than the County) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the County) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- 8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- 9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- 10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the County) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- 11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the County) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- 12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the County) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

Sign Name: _____

Print Name: _____

Name of Employer: _____

Job Title: _____

Date of Completion: _____

EXHIBIT D**COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT**

Watauga County (“County”) has adopted a Conflict of Interest Policy (“Policy”) that governs the County’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the County.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the County Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the County) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Subaward:</u> <hr/>	
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$100,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$100,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
Any identified	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>

<p>interest in Step 4 is a potential “real” conflict of interest.</p>			
<p>5</p>	<p>Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.</p>		
<p>Any identified interest in Step 5 is a potential “apparent” conflict of interest.</p>	<p><u>Public Officials</u></p>	<p><u>Employees</u></p>	<p><u>Agents</u></p>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT E**SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM****FOR OFFICIALS, EMPLOYEES, AND AGENTS**

Watauga County has adopted a Conflict of Interest Policy ("*Policy*") that governs the County's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the County that may be involved in the selection, award, or administration of the following subaward: _____ (the "*Subaward*"). To safeguard County's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the County) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the County) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the County) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- c. Does a current or potential employer (other than the County) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the County) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- 8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- 9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the County) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the County) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the County) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

Sign Name: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

- 7) The New River Conservancy will hold the County of Watauga harmless from any damages that may result from the construction, operation, and maintenance of the above-named project.
- 8) The New River Conservancy will comply with all applicable laws governing the award of contracts and the expenditure of public funds.
- 9) The County of Watauga will receive the check from the North Carolina Division of Water Resources. Within 3 business days of receiving the money, the County of Watauga will pay The New River Conservancy the total amount of funds received, and The New River Conservancy will make distributions of monies to contractors and/or vendors as applicable.

Date _____

Date _____

Elizabeth Underwood, Executive Director
New River Conservancy

Larry Turnbow, Chairman
Watauga County

New River Conservancy
PO Box 1480
West Jefferson, NC 28694
828.266.5297

State Grant Certification - No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the *[insert organization's name]* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

My Commission Expires: _____

(Notary Signature and Seal)

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

¹ G.S. 105-243.1 defines: Overdue tax debt. -Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

AGENDA ITEM 6:

**ECONOMIC DEVELOPMENT COMMISSION (EDC) CAPITAL RESERVE ACCOUNT
FUNDING REQUEST**

MANAGER’S COMMENTS:

Mr. Joe Furman, Economic Development Director, will request the Board allocate funds from the Economic Development Capital Reserve Account regarding affordable housing. At the time of the preparation for the Board packet, Mr. Furman was still gathering information. Once Mr. Furman receives the information regarding this matter; staff will forward to the Board.

Board action is required to authorize the expenditure of funds from the EDC Capital Reserve Account, should the Board wish to approve the project.

NOTE: The information was received from Mr. Furman prior to finalizing the packet and is included on the next page.



WATAUGA ECONOMIC DEVELOPMENT
579 Greenway Rd; Suite 101
Boone, NC 28607
828-264-3082
Fax 828-264-6644
www.wataugaedc.org
E-mail: joe@boonechamber.com

MEMORANDUM

TO: County Manager, Board of Commissioners

FROM: Joe Furman

RE: Allocation from Economic Development Capital Reserve Account

DATE: June 15, 2023

At its meeting today, June 15th, the Economic Development Commission voted to request that \$10,000 be allocated from the Economic Development Capital Reserve Account to the Watauga Community Housing Trust toward purchase and repair of a house to be resold at an affordable price using the housing trust model <https://www.wataugacommunityhousingtrust.org/>. If approved, the EDC will pledge the funds to be provided toward purchase of that house only. The top priority of the EDC is to try to address the housing supply issue in Watauga County; this is a small, but hopefully meaningful step in that direction.

AGENDA ITEM 7:

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 May 2023

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
General County				
Taxes 2022	121,622.45	42,256,283.89	98.77%	98.53%
Prior Year Taxes	87,897.22	513,536.09		
Solid Waste User Fees	15,241.84	2,653,729.76	97.57%	97.45%
Green Box Fees	0.00	0.00	NA	NA
Total County Funds	\$224,761.51	\$45,423,549.74		
Fire Districts				
Foscoe Fire	3,457.60	667,833.07	98.94%	99.04%
Boone Fire	6,139.03	1,314,246.07	98.72%	98.46%
Fall Creek Service Dist.	238.10	13,638.21	98.82%	98.70%
Beaver Dam Fire	774.35	141,945.90	97.03%	94.53%
Stewart Simmons Fire	2,016.08	370,886.88	99.26%	98.66%
Zionville Fire	2,257.64	159,951.42	97.69%	96.88%
Cove Creek Fire	2,795.60	354,137.05	98.04%	97.71%
Shawneehaw Fire	135.36	155,321.02	99.25%	98.28%
Meat Camp Fire	1,902.08	312,380.44	97.45%	97.20%
Deep Gap Fire	3,166.41	270,061.28	97.84%	97.88%
Todd Fire	707.49	77,273.78	99.38%	98.36%
Blowing Rock Fire	817.12	688,790.17	98.87%	98.55%
M.C. Creston Fire	20.47	7,793.39	93.20%	90.74%
Foscoe Service District	89.33	109,976.65	98.46%	98.71%
Beech Mtn. Service Dist.	0.00	2,313.22	98.49%	99.94%
Cove Creek Service Dist.	0.00	336.65	100.00%	100.00%
Shawneehaw Service Dist	12.40	8,441.01	97.83%	97.48%
Total Fire Dist. Funds	24,529.06	4,655,326.21		
Towns				
Boone	7,008.09	8,337,851.26	99.05%	99.20%
Municipal Services	415.55	169,064.65	98.70%	98.95%
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	\$7,423.64	\$8,506,915.91		
Total Amount Collected	\$256,714.21	\$58,585,791.86		

Out of Office

Tax Collections Director

[Signature]

Tax Administrator

AGENDA ITEM 7:

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.

05/31/2023 14:45
Larry.Warren

WATAUGA COUNTY
RELEASES - 05/01/2023 TO 05/31/2023

P 1
tncrarpt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1581881 HENSON, GARY M HENSON, JOYCE C 1353 POPLAR GROVE ROAD BOONE, NC 28607	RE 2023	1000065	05/31/2023			0	F02	224.28
	2900-24-2679-000			F02			G01	1,188.68
	TAX RELEASES NOT A VALID BILL				8612			1,412.96
DETAIL SUMMARY	COUNT: 1		RELEASES - TOTAL			0		1,412.96

05/31/2023 14:45
Larry.Warren

WATAUGA COUNTY
RELEASES - 05/01/2023 TO 05/31/2023

P 2
tncrpt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2023	RE	F02	BOONE FIRE RE	224.28
2023	RE	G01	WATAUGA COUNTY RE	1,188.68
			2023 TOTAL	1,412.96
			SUMMARY TOTAL	1,412.96

05/31/2023 14:45
 Larry.Warren

WATAUGA COUNTY
 RELEASES - 05/01/2023 TO 05/31/2023

P 3
 tncrpt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F02	2023	F02 BOONE FIRE RE	224.28
F02	2023	G01 WATAUGA COUNTY RE	1,188.68
		F02 TOTAL	1,412.96
		SUMMARY TOTAL	1,412.96

AGENDA ITEM 8:

BUDGET AMENDMENTS

MANAGER'S COMMENTS:

Ms. Samantha Jones, Finance Director, will review budget amendments as included in your packet.

Board approval is requested to approve the amendments as presented.

<u>Account #</u>		<u>Description</u>		062023 BCC Meeting
105911	470001	Carpet / Tiles	131,120.10	
105911	470005	Cafeteria Upgrades	54,319.11	
105911	470041	Pavement Resurface	79,508.72	
105911	470019	Door Replacements	16,502.84	
105911	470043	Roof Repairs	62,872.19	
105911	470031	Gym Floor Replacement	20,000.00	
105911	471000	Lottery Funds		364,322.96
Per Board Action Taken 9.20.22 to recognize Lottery Funds Requested and Approved				
105911	470041	Pavement Repair / resurface	72,554.16	
105911	470029	Mobile Unit	147,029.46	
105911	470034	Security Cameras	49,099.97	
105911	470069	1:1 Devices	98,636.79	
105911	470036	HVAC / Sewer Pumps	20,287.76	
105911	470026	School Bus Lift	62,132.94	
103980	398121	Transfer from Capital Projects		449,741.08
213991	399101	Fund Balance Appropriation		449,741.08
219800	498010	Transfer to General Fund	449,741.08	
Per Board Action Taken 9.20.22 to recognize Capital Funds Requested and Approved				
103300	331561	Local Assistance & Tribal Constancy Grant		50,000.00
517000	517010	Opioid Funding Expenses	50,000.00	
Per Board Action 12.20.22 to recognize Streamflow Rehabilitation Assistance Grant				
103300	332004	Senior Center Grant		9,398.00
105550	449900	Senior Center Grant Expenses	9,398.00	
Per Board Action 3.7.23 to recognize Senior Center Grant Funding				
103300	349616	Streamflow Rehab Assistance		159,750.00
104960	449919	Streamflow Rehab Assistance	159,750.00	
Per Board Action 11.15.22 to recognized Streamflow Rehabilitation Assistance Grant				

103300	345000	ROAP		194,612.00
104500	469845	Elderly & Disabled Transportation Assistance	75,348.00	
104500	469844	Employment	16,414.00	
104500	469843	Rural General Public	102,850.00	
Per Board Action 1.17.22 accepting additional Rural Assistance Operating Program funding				
493839	384000	Donations		298,874.06
104265	435100	Hannah Building - Building Repairs	298,874.06	
Adjustment for building repair partially paid by Hunger Coalition				
103300	343309	Homeland Security Grant		26,081.90
104330	449904	Homeland Security Grant	26,081.90	
Amendment to recognize grant received for Watauga County Emergency Management Office				
103300	349450	ICAC Grant - Sheriff		32,828.84
104310	449930	Internet Crimes Grant	32,828.84	
Amendment to recognize grant received for Watauga County Sheriff's Office for Internet Crimes				
103300	333300	911 Priority Grant		474,011.93
104311	451007	911 Board Grant	474,011.93	
Amendment to recognize grant received for Watauga County Emergency Management Office for 911 Related Expenses				
533839	389420	Opioid Settlement		275,935.97
533839	525405	Opioid Settlement Disbursement	275,935.97	
Per Board Action 3.7.23 accepting Opioid Grant Funding				
104199	499100	General Admin Contingency		28,000.00
104120	412100	Administration Salaries	28,000.00	
Amendment to recognize additional expense for extension of County Manager's contract per board 9.20.22				

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Emergency Services Out-of-State Travel Request

MANAGER'S COMMENTS:

Mr. Will Holt, Emergency Services Director, will request Board approval for out-of-state travel to Virginia to discuss opportunities for enhancing and cooperation regarding emergency communications.

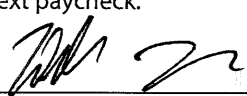
Board approval is required to authorize the out-of-state travel.

WATAUGA COUNTY
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST

DATE BUDGET ACCOUNT NUMBER

NAME: <input type="text" value="William Holt"/>		TITLE: <input type="text" value="Director"/>		DEPARTMENT: <input type="text" value="Emergency Services"/>	
DESTINATION: <input type="text" value="Virginia Western Commu"/>		MEETING DATES FROM: <input type="text" value="7/10/2023"/>		TO: <input type="text" value="7/10/2023"/>	
Out of State travel? If yes, BCC approval is required and must be signed by County Manager.	<input type="radio"/> YES <input checked="" type="radio"/> NO	DEPARTURE	<input type="text" value="7/10/2023"/>	RETURN	<input type="text" value="7/10/2023"/>
	Purpose: <input type="text" value="Discovering common opportunities and in identifying ways to make NWS operations and services more efficient and effective"/>				
Overnight Accommodations Required?	<input type="radio"/> YES <input checked="" type="radio"/> NO	Name of Hotel/Motel: <input type="text"/>		Government Discount? <input type="radio"/> YES <input type="radio"/> NO	
	Rate per night/person: <input type="text"/>				
Method of Transportation: <input checked="" type="radio"/> County Vehicle <input type="radio"/> Personal Vehicle <input type="radio"/> Air <input type="radio"/> Other					
Cost: <input type="text"/>		Explanation: <input type="text"/>			

Estimated Expenses				TOTALS
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.				.00
MEALS	Breakfast:	<input type="text"/>	X	<input type="text"/>
	Lunch:	<input type="text"/>	X	<input type="text"/>
	Dinner:	<input type="text"/>	X	<input type="text"/>
LODGING	Single Rate:	<input type="text"/>	X	<input type="text"/>
*OTHER		<input type="text"/>		<input type="text"/>
TOTAL				.00

Remarks: <input type="text"/>		
Are funds requested in advance? <input type="radio"/> Yes <input checked="" type="radio"/> No Form is Mathematically Correct: <input type="radio"/> Yes <input type="radio"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.  _____ Employee/date	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account. Department Head _____ County Manager (Out of State) _____
Finance Staff/Date		

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Proposed Amendments to the Boone Fire Contract

MANAGER'S COMMENTS:

Mr. Holt will present a contract for fire protection with the Town of Boone for the Boone Rural Fire District. The new contract reflects the changes reviewed and approved by the fire chiefs in the County.

Board approval is required to approve the contract with the Town of Boone through the Boone Fire Department to provide fire protection for the Boone Rural Fire District.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ Communications

June 14, 2023

To: Board of Commissioners

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

Subject: Fire Department Contracts

Board of Commissioners,

Please consider approval of the attached contract for fire protection of the Boone Rural Fire District with the Town of Boone. This contract is different that the previously approved contracts with the rural districts as service for this district is provided directly by the Town under their administrative oversight under advisement from the rural fire board.

Respectfully,

Will Holt
ES Director

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

THIS AGREEMENT is made and entered into this the ____ day of _____, 2023 by and between Watauga County, a North Carolina political subdivision and body politic of the State of North Carolina (hereinafter “Watauga County”) and Town of Boone (“Boone”), a North Carolina municipal corporation, on behalf of the Town of Boone Fire Department (“Fire Department”).

RECITALS:

WHEREAS, North Carolina General Statute §69-25.5 provides that the Board of County Commissioners may provide for fire protection in a fire protection district by contracting with any incorporated city or town, with any incorporated nonprofit volunteer or community fire department, or with the Department of Agriculture and Consumer Services to furnish fire protection, or by furnishing fire protection itself if the county maintains an organized fire department, or by establishing a fire department within the district, or by utilizing any two or more of the above listed methods of furnishing fire protection; and,

WHEREAS, North Carolina General Statute §153A-233 additionally provides that a county may contract for fire-fighting or prevention services with one or more incorporated Fire Departments or units of local governments, and may for these purposes appropriate funds not otherwise limited as to use by law; and

WHEREAS, Boone agrees to contract with Watauga County to provide fire protection and other emergency services for all or part of the Boone Rural Fire District;

AGREEMENT

NOW, THEREFORE, Watauga County, and Boone, in mutual consideration of the terms and conditions set forth herein, and upon the recitals set forth above, do hereby agree as follows:

SECTION 1. USE AND AMOUNT OF SERVICE TAX LEVIED

Watauga County will collect funds from the fire protection service and/or tax district as may be levied as provided by law. All funds levied and collected by Watauga County and paid to Boone by the County pursuant to this Agreement shall be used solely for Fire Department operations, fire protection, and emergency services in the District and other areas of response as dispatched, and to meet the standards established by this Agreement. Watauga County will pay the approved total appropriations collected for the Fire Department in monthly payments within sixty (60) days of collecting funds, provided the Fire Department has met requirements set forth in this agreement.

SECTION 2. RATINGS AND SERVICE REQUIREMENTS

The Fire Department shall at all times maintain a “9S” Public Protection Class through the North Carolina Department of Insurance, which is the current minimum standard for a rated class 9 or split 9 Fire Department in North Carolina. If the Fire Department has a Public Protection Class of 9S, the Fire Department will strive to improve and maintain their Public Protection Class whereas the Public Protection Class is a standardized measure of a Fire Department’s fire protection capabilities.

The Fire Department shall also furnish and provide continuing fire protection service to properties within the fire districts as dispatched, with the minimum equipment and personnel recommended by the North Carolina Department of Insurance.

SECTION 3. BOOKS AND RECORDS

The County may inspect the financial books and records of the Fire Department at a reasonable time during regular business hours of the County. Boone agrees that it will supply such financial books, records, and information or verification as may be requested by the County, or Boone may provide an audit or attestation statement of compliance with Watauga County Agreed-Upon Procedures performed by a third-party CPA that was completed in the last twelve months in lieu of the financial books, records, and information. Boone shall maintain a written accounting system which provides adequate documentation of all its receipts, revenues, and disbursements including, but not limited to, those related to the expenditure of funds and conduct of business subject to this Agreement and the Resolution.

SECTION 4. FINANCIAL CONROLS/AUDITS

The Fire Department’s compliance with Boone’s financial controls policies will suffice in lieu of a separate audit/review by the County.

SECTION 5. NON-COMPLIANCE

If the County has a reasonable belief that Boone or the Boone Fire Department has violated any provision of this Agreement, the County will provide Boone with written notice of the possible noncompliance and initiate an audit to verify compliance. If the County determines that the Fire Department has failed to render the fire protection and services as provided in this Agreement or has otherwise operated in a manner that violates the provisions of this Agreement, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of its responsibility to provide fire protection and emergency services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) day period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department, upon correction of the deficiencies all funds withheld and not expended for providing fire protection during the suspension period will be disbursed to the Fire Department within thirty (30) days. An exception to the ninety (90) day period may occur in instances where fiduciary

malfeasance or other similar conditions exist or are suspected.

SECTION 6. INSURANCE AND INDEMNIFICATION

Boone shall at all times keep in full force and effect all insurance required by law for the Fire Department, including liability insurance on its vehicles and workers' compensation coverage for its personnel. It is also recommended that each fire department carry errors and omissions or professional liability insurance on its officers and firefighters. Each department shall provide proof of coverage to the County and assure that each insurance policy contains provisions that assure the County receives at least 90 days prior notice from each carrier of any lapses, cancellations, denials, changes or limitations in coverage.

The Fire Department shall indemnify and save harmless Watauga County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by Watauga County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees.

Watauga County shall indemnify and save harmless the Fire Department from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the Fire Department which are caused by the negligence or willful misconduct of Watauga County, its agents, or employees.

SECTION 7. TERM OF AGREEMENT

The term of this agreement shall be for one year, beginning on _____ and ending on _____, automatically renewing each year for five years unless earlier terminated by either party in accordance with this agreement. This term is subject to the continued legal existence of the District(s) and the Fire Department.

SECTION 8. TERMINATION

This Contract may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least 180 days prior to termination. This period of time may be shortened to a minimum timeframe allowing for transition of services to another provider if termination is due to actions addressed in Section 6 of this contract.

SECTION 9. NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by confirmed facsimile transmission, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Watauga County:

Mr. Deron Geouque, County Manager
814 West King Street, Suite 205

If to Boone / Fire Department:

Boone Town Manager
567 W. King St.

Boone, NC 28607
Telephone: (828) 265-8000
Facsimile: (828) 264-3230

Boone, NC 28607
(828)268-6200
amy.davis@townofboone.net

IN WITNESS WHEREOF, Watauga County and Boone have executed this Agreement, the day and year first above written.

By:



Amy Davis, Boone Town Manager



Attest:



Nicole, Harmon, Town Clerk (SEAL)

By:

Larry Turnbow, Chairman
Watauga County Board of Commissioners

Attest:

By: _____
Anita J. Fogle, Clerk to Board of Commissioners

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

Samantha Jones
Watauga County Finance Officer

AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Proposed Acceptance of Donation for the New Valle Crucis School*****MANAGER'S COMMENTS:**

The County was recently notified of the award of a grant from the Celia Lipton Farris and Victor W. Farris Foundation Home Community Fund, a component fund of the North Carolina Community Foundation, in the amount of \$115,000.00 to support construction of the outdoor classroom at the Valle Crucis school. It is staff's understanding that Dr. Elliott was contacted by the foundation regarding the outdoor classroom. The architect provided the cost estimate of the outdoor classroom. County staff will work with the school system to recognize the foundation and meet the requirements for publicizing the grant.

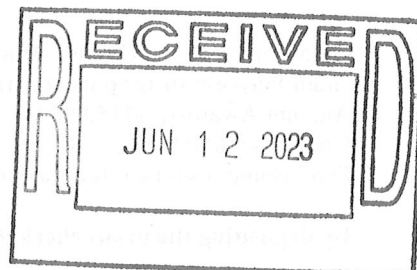
Board action is required to accept the \$115,000 grant from the Celia Lipton Farris and Victor W. Farris Foundation Home Community Fund, a component fund of the North Carolina Community Foundation, and direct staff to send a thank you letter to Ms. Marian Farris, 135 Stillhouse Hollow, Sugar Grove, NC 28679.

NORTH CAROLINA
COMMUNITY FOUNDATION



June 8, 2023

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



Dear Mr. Geouque:

We are pleased to inform you that your organization is the recipient of a grant from the **Celia Lipton Farris and Victor W. Farris Foundation Home Community Fund**, a component fund of the North Carolina Community Foundation, in the amount of \$115,000.00 to support construction of the outdoor classroom at the Valle Crucis school.

The grant check is enclosed. By depositing this grant check, you agree to NCCF's terms and conditions, set out on page two. If you have any questions about the terms and conditions of this grant, please contact Tyran Hill, Director of Community Investment, at thill@nccommunityfoundation.org or (828) 772-1886.

The donors to this fund have already received tax acknowledgement for their gift; please do not issue a tax acknowledgment to either the recommending donor(s) or NCCF. Should you choose to send a thank you letter, send it to the following address:

Ms. Marian Farris
135 Stillhouse Hollow
Sugar Grove, NC 28679

When publicizing this grant, please use language noting the organization or program is "funded with support from Celia Lipton Farris and Victor W. Farris Foundation Home Community Fund, a fund administered by the North Carolina Community Foundation." More detailed instructions on how to acknowledge this grant can be found at nccommunityfoundation.org/publicity.

The North Carolina Community Foundation is happy to provide this support to your organization.

Warm Regards,

Jennifer Tolle Whiteside
President

NORTH CAROLINA
COMMUNITY FOUNDATION



Grant Terms & Conditions

Organization Name/Grantee: **Watauga County**

Grant Purpose: **to support construction of the outdoor classroom at the Valle Crucis school**

Amount Awarded: **\$115,000.00**

Grant date: **6/8/2023**

Fund Name: **Celia Lipton Farris and Victor W. Farris Foundation Home Community Fund**

By depositing the grant check, Grantee agrees to the following grant terms and conditions:

- Grantee certifies to the North Carolina Community Foundation ("Foundation") that it is an organization that is a government entity, religious organization, and/or an organization that is currently recognized by the IRS as a public charity under section 501(c)(3) of the Internal Revenue Code. If Grantee has tax-exempt status through another section of the Code, documentation must be provided to the Foundation.
- Grantee agrees to notify the Foundation of any change in tax-exempt status or in its ability to execute the grant and use grant funds for the stated purpose of the grant.
- Grantee will utilize funding only for charitable purposes detailed above and/or in the grant award notification letter.
- Grantee offers programs and services without discrimination on the basis of age, race, national origin, ethnicity, gender, physical ability, sexual orientation, political affiliation, or religious belief.
- Grantee certifies that this grant does not represent payment of a pledge or other personal financial obligation on behalf of any Fund representative(s), family members, or businesses they control.
- Grantee certifies that no tangible benefit, goods, or services (including dinners, tickets, seating priority, etc.) were or will be received by any individual or entities connected with the Fund.
- Grantee certifies this grant was not earmarked for lobbying, electioneering, or political activities of any kind.
- In compliance with Executive Order 13224 and the Patriot Act, grantee certifies that it is not a terrorist or terrorist-supporting organization and agrees not to promote or engage in violence, terrorism, or bigotry.
- Any unused portion of the Foundation grant funding must be returned to the Foundation upon completion of the grant term. Unless otherwise specified, the grant term is one calendar year following the date of the grant check. This is not applicable to grants provided for general operating support.
- Grantee certifies that the Foundation may publicly announce the award in any fashion. Grantee will acknowledge support from NCCF in all publicity, exhibits and publications as "support from Celia Lipton Farris and Victor W. Farris Foundation Home Community Fund, a fund administered by the North Carolina Community Foundation." More detailed instructions on how to acknowledge this award can be found at nccommunityfoundation.org/publicity.
- Grantee will promptly provide additional information, reports, or documents as the Foundation may request.
- Grantee will promptly notify the Foundation if its contact information changes.
- The Foundation reserves the right to terminate this grant should the Grantee fail to comply with the terms and conditions of this agreement.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Amendments to the Tourism Development Authority Lease

MANAGER’S COMMENTS:

The Watauga County Tourism Development Authority is requesting additional space to lease from the County in the East Annex. The TDA currently pays \$1,545 monthly. The TDA is requesting the space previously used by Veterans Services in the East Annex for an additional \$500 per month for a new monthly total of \$2,045. Currently, the space is vacant and staff would recommend the Board approve the additional space.

Board action is required to approve the additional space requested by the TDA in the amount of \$2,045 monthly with the same terms and conditions as stated in the current lease.

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered with an effective date of July 1, 2023, by and between Watauga County, a corporate body politic ("Landlord"), and Watauga County Tourism Development Authority, an agency of Watauga County ("Tenant").

WITNESSETH:

In consideration of the rents hereinafter agreed to be paid and in consideration of the mutual covenants and agreements hereinafter recited, Landlord does hereby lease to Tenant and Tenant does hereby lease and take as tenant from Landlord the premises known as **the rooms 100, 101, and 102** located in the East Annex (Rock Building) located at 331 Queen Street, Boone, NC 28607 containing 2,188 rentable square feet ("Premises").

TO HAVE AND TO HOLD the said Premises unto Tenant upon the following terms and conditions:

1. **TERM.** The term of this Lease shall be one (1) year beginning on July 1, 2023, ("Commencement Date") and ending at 11:59 P.M. (Eastern Time) on June 30, 2024, with automatic renewals from year to year. Either party may terminate the Lease with ninety (90) day written notice of termination.
2. **RENT.** Tenant shall pay to Landlord Rent in equal monthly installments in advance on the first day of each calendar month the sum of **Two Thousand Forty Five Dollars** (\$2,045.00). Tenant shall pay all Rent to Landlord or its designated agent at the address Landlord set forth in Section 18 of this Lease without Landlord making any demand.
3. **POSSESSION; "AS IS" PREMISES.** Possession of the Premises shall be delivered upon execution of this Lease. Landlord shall not be responsible for any upfit or alterations to the Premises in connection with Tenant's use hereunder. If Tenant desires to make any alterations or improvements to the Premises, it shall do so at its own expense and it shall first obtain Landlord's prior written approval to the plans and the contractor in connection therewith, which approval shall not be unreasonably withheld. Tenant accepts the Premises in its "as is" condition.
4. **DEFAULT.** The occurrence of one or more of the following events (herein called "Events of Default") shall constitute a default by Tenant:
 - (a) If Tenant fails to pay Rent when due and such failure to pay is not cured within ten (10) days after notice thereof has been given to Tenant;
 - (b) If Tenant fails to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice thereof has been given to Tenant.

5. **LANDLORD'S REMEDIES UPON DEFAULT BY TENANT.** Landlord shall have the following remedies if Tenant commits an Event of Default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or equity.

(a) Landlord shall have the right to terminate this Lease and Tenant's rights to possession of the Premises and to reenter the Premises, and Landlord shall have the right to pursue its remedies at law or in equity to recover of Tenant all amounts of Rent then due or thereafter accruing (on the full accelerated Rent due for the balance of the Lease term, in Landlord's discretion) and other damages as are caused by Tenant's default.

(b) Without terminating this Lease, Landlord may terminate Tenant's right to possession, reenter and retake possession of the Premises and relet the Premises at such rates as Landlord, in its discretion may determine, and Tenant shall pay to Landlord, as Additional Rent, all of the costs and expenses incurred by Landlord in connection with such re-letting, including without limitation, attorneys and brokers fees, the costs of repairs, and the costs of alterations.

No course of dealing between Landlord and Tenant or any delay on the part of Landlord in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of Landlord hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Landlord's remedies hereunder are cumulative.

6. **END OF TERM, HOLDING OVER.** Upon the expiration of the term or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean, in as good an order and condition as existed at the beginning of the term of this Lease, ordinary wear and tear excepted, and Tenant shall remove from the Premises all of its property. If Tenant shall hold over after the expiration of term or other termination of this Lease, such holding over shall not be deemed to be a renewal of this Lease but shall be deemed to create a tenancy at will and by such holding over Tenant shall be deemed to have agreed to be bound by all of the terms and conditions of this Lease except those as to the term hereof and except that Base Rent for such holdover period shall be one hundred and three percent (103%) of the Base Rent herein provided.

7. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Consent by Landlord to one assignment or subletting shall not operate as a waiver as to future assignments or subleases. If this Lease shall be assigned or the Premises or any portion thereof sublet by Tenant at a rental that exceeds all rentals to be paid to Landlord hereunder then and in such event any such excess shall be paid to Landlord.

8. **UTILITIES AND OTHER SERVICES.**

From and after the Commencement Date, Land lord covenants and agrees to pay or cause to be paid directly to the supplier all rents, charges and rates for all utility services related to Tenant's use of the Premises, including, without limitation, gas, electricity, water, sewer, telephone and the like, including all utilities necessary for heating and air conditioning the Premises. The Tenant shall be responsible for its telephone and internet services. Landlord shall be solely responsible for

any janitorial service, trash or garbage services, and for all other services required by Tenant in connection with its use of the Premises. Landlord shall have no liability to Tenant for disruption, interruption or curtailment of any utility service to the Premises regardless of cause, and in no event shall such disruption, interruption or curtailment constitute constructive eviction or entitle Tenant to an abatement of Rent or other charges.

9. PROPERTY TAXES AND ASSESSMENTS. Landlord shall be responsible for property taxes and assessments for the Premises.

10. RESPONSIBILITY FOR REPAIRS AND MAINTENANCE.

(a) Landlord, at its sole cost and expense, throughout the term of this Lease, covenants and agrees to take good care of the Premises and all improvements, fixtures, and systems located thereon, and shall keep the same in good order, condition and repair, and safe for human occupancy and use. Landlord shall make and perform all maintenance, repairs and replacements of and to the Premises, interior and exterior, roof, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description, including, without limitation, interior and exterior painting, heating, ventilating and air conditioning and other building mechanical systems and equipment.

(b) Tenant shall not commit or allow to be committed any waste or damage to any portion of the Premises nor permit or suffer any overloading of the floors or other use of the improvements that would place an undue stress on the same or any portion thereof beyond that for which the same was designed, and, at the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver up the Premises to Landlord in as good a condition as existed on the Commencement Date, ordinary wear and tear excepted. Tenant acknowledges that the Premises, including all mechanical systems, are in good condition as of the Commencement Date. Upon such expiration or earlier termination of this Lease, Landlord shall have the right to re-enter and resume possession of the Premises.

(c) Tenant covenants not to use, suffer or permit the Premises, or any portion thereof, to be used by Tenant, any third party or the public in such manner as might reasonably tend to impair Landlord's title to the Premises, or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or third persons, or of implied dedication of the Premises, or any portion thereof. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises for any claim in favor of any person dealing with Tenant including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the interest of Tenant in the Premises. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises, and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the Premises or Tenant's or Landlord's interest therein or against the rights, titles and interests of the Landlord in the Premises or under the terms of this Lease.

11. **PROPERTY OF TENANT.** All property placed in or on the Premises by, at the direction of, or with the consent of Tenant, its employees, agents, licensees or invitees, shall be at the risk of Tenant or the owner thereof and Landlord shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of the Landlord's gross negligence or willful misconduct, or that of its agents, employees, independent contractors, invitees or licensees. All such property shall belong to Tenant and, provided Tenant is not in default of this Lease, may be removed from the Premises at any time during the term by Tenant.

12. **LANDLORD'S RIGHT OF ENTRY.** Upon prior notice to Tenant, Landlord shall have the right to enter the Premises during reasonable times and in a reasonable manner to inspect the Premises or for any purpose necessary for the operation and maintenance of the building, the Premises, or the general welfare and comfort of Tenant.

13. **INDEMNIFICATION.** Tenant agrees to indemnify and defend Landlord and to save harmless Landlord, and the members, officers, tenants, licensees, invitees, agents, servants and employees of Landlord, against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to person or property (a) occurring on the Premises or (b) occurring in the building or on Landlord's property occasioned directly by any negligent act or omission or willful misconduct on the part of Tenant or any employee, agent, independent contractors, invitee or licensee of Tenant, or (c) by reason of any unlawful use of the Premises or by reason of any breach, violation or non-performance of any covenant in this Lease on the part of Tenant to be observed or performed.

14. **INSURANCE.** Landlord shall maintain hazard insurance on the Premises and all improvements and fixtures thereon owned by Landlord, and liability insurance in accordance with the standard insurance policy issued to the county through the North Carolina Association of County Commissioners.

15. **QUIET ENJOYMENT.** Landlord agrees that Tenant on paying the Rent and performing all the terms and conditions of this Lease shall quietly have, hold and enjoy the Premises for the term aforesaid without interference from anyone claiming by or through Landlord.

16. **NOTICES.** Any notice or demand which by any provision of this Lease is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and delivered by hand, by PDF file via electronic mail, or by a nationally recognized overnight delivery service, and addressed as described below; notices shall be deemed effective only upon receipt or refusal of delivery or, if by PDF file via electronic mail sent after 5:00 p.m. (Eastern Time) on the next business day after transmission.

Tenant:
Watauga County Tourism Development
Authority East Annex Building
331 Queen Street
Boone, NC 28607
828-266-1345

Landlord:
Watauga County
814 West King Street, Suite 205
Boone, NC 28607
828-265-8000
Deron.Geouque@watgov.org

17. **SUCCESSORS AND ASSIGNS.** The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective successors, legal representatives and permitted assigns.

18. **INTEGRATION AND BINDING EFFECT.** The entire agreement, intent and understanding between Landlord and Tenant with respect to the subject matter hereof is contained in the provisions of this Lease and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect or consequence unless reduced to writing herein. This Lease may only be modified in writing signed by all parties hereto. This Lease shall be governed by and construed pursuant to the laws of the State of North Carolina.

19. **PERMITTED USE; COMPLIANCE BY TENANT WITH GOVERNMENTAL REGULATIONS; NUISANCE; INTERFERENCE.**

(a) The Premises shall be used only as the office of the Watauga County Tourism Development Authority. In its use and occupancy of the Premises the Tenant shall at all times obey and comply with all lawful requirements, rules, regulations, and ordinances of all legally constituted authorities, existing at any time and in any way affecting the Premises or the use of the Premises by Tenant. Such compliance shall include, without limitation, compliance by Tenant with requirements of the Americans with Disabilities Act of 1990, as amended, and all amendments thereto, as the same applies to the Tenant's use of the Premises.

(b) Tenant further covenants not to introduce any Hazardous Materials (as defined in Section 21 (d) below) onto the Premises and to keep and maintain the Premises in compliance with all applicable federal, state and local laws or ordinances pertaining to or regulating the transportation, storage, use or disposal of Hazardous Materials, including but not limited to obtaining proper permits ("Environmental Laws"). If during the Term Hazardous Materials shall contaminate the Premises or the soil or surface or ground water thereof or thereunder or there shall be any related loss or damage to person(s) or property, then Tenant shall: (i) notify Landlord immediately of any release, contamination, claim of contamination, loss or damage, (ii) after consultation with the Landlord, clean up such release or contamination in

full compliance with all applicable statutes, regulations and standards and to Landlord's satisfaction, and (iii) indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, loss, damage, costs and fees, including attorneys' and other professionals' and engineering fees and costs, arising from or connected in any way with any such release or contamination, claim of contamination, cleanup of such release or contamination or other loss or damage, including, without limitation, the costs and expenses of environmental assessment and testing. This provision shall survive termination of this Lease.

(c) Tenant shall be permitted to keep and use on the Premises such de minimis amounts of Hazardous Materials as are necessary in the ordinary course of Tenant's business in the Premises provided that (i) Tenant supplies Landlord with a list of such Hazardous Materials (and updates the same in the event of any changes), (ii) such storage and use is in full compliance with any and

all Environmental Laws, and (iii) the indemnification provisions herein and all other provisions of this Lease shall apply to such permitted Hazardous Materials.

(d) As used herein, the term "Hazardous Material(s)" shall mean any substance or material which-has-been-determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including without limitation asbestos, petroleum products, biological and medical wastes, samples or substances, and all of those materials and substances designated as hazardous or toxic by the city in which the Premises are located, the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the Food and Drug Administration, and any federal agencies that have overlapping jurisdiction with such state agencies, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

20. SUBORDINATION; ESTOPPEL CERTIFICATES. Tenant shall execute such subordination agreements as may be reasonably requested by Landlord and such estoppel certificates as may be reasonably requested by Landlord within ten (10) days upon receipt thereof. Tenant shall not be obligated to execute any such agreement or certificate that modifies any material term of this Lease.

21. MISCELLANEOUS. The singular shall include the plural, and the masculine or neuter includes the other. Each party hereto (hereafter an "Organization") warrants and represents to the other party hereto that the Organization is a valid and existing legal entity, in good standing and duly authorized to transact business in North Carolina; and that all persons executing this Lease on behalf of an Organization have been duly authorized to do so. Further, the execution of this Lease has been duly authorized by all appropriate action of each Organization. The Premises are leased subject to all recorded easements, restrictions, and rights of way legally affecting the same.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease with an effective date as of the day and year first above written.

TENANT:

LANDLORD:

Watauga County Tourism Development Authority

Watauga County, a North Carolina corporate body politic

By: _____
Matthew Vincent
WCTDA Board Chairman

By: _____
Larry Turnbow, Chairman,
Watauga County Board of Commissioners

Attest:

Anita J. Fogle, Clerk to the Board of
County Commissioners

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Announcements

MANAGER’S COMMENTS:

The Board will hold a Budget Work Session on Wednesday, June 21, 2023 beginning at 5:30 P.M. in the Commissioners’ Board Room.

The Board will hold a Special Meeting for the purpose of considering the adoption of the Fiscal Year 2024 Budget Ordinance on Thursday, June 22, 2023, beginning at 5:30 P.M. in the Commissioners’ Board Room.

AGENDA ITEM 10:

BREAK

AGENDA ITEM 11:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)
Economic Development – G. S. 143-318.11(a)(4)