

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

**TUESDAY, JUNE 18, 2024  
5:30 P.M.**

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

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 4, 2024, Regular Meeting June 4, 2024, Closed Session		1
	3	APPROVAL OF THE JUNE 18, 2024, AGENDA		13
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN TURNBOW	15
5:40	5	NC GOVERNOR'S VOLUNTEER AWARDS PRESENTATION	MS. REBECCA HALL	17
5:45	6	PROPOSED REVISION TO HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FY 2024 ALLOCATION	MS. ANGIE BOITNOTTE	19
5:50	7	TAX MONTHLY COLLECTIONS REPORT	MR. LARRY WARREN	23
5:55	8	DISASTER RELIEF AND MITIGATION FUND GRANT AWARD REQUEST	MR. WILL HOLT	25
6:00	9	REQUEST FOR RPO RANKING OF TRANSPORTATION PROJECTS	MR. JASON WALKER	47
6:05	10	RESOLUTION AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS	MS. ANDREA CAPUA	53
6:10	11	DISCUSSION TO CONSIDER A REFERENDUM ADOPTING AN ALTERNATIVE STRUCTURE OF VOTING FOR WATAUGA COUNTY COMMISSIONERS	CHAIRMAN TURNBOW	55
6:15	12	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Proposed renewal of NC State Highway Patrol Lease		63
		B. North Carolina Association of County Commissioners (NCACC) Legislative Goals		73
		C. July Meeting Schedule		75
		D. Boards and Commissions		77
		E. Announcements		79
6:20	13	BREAK		79
6:25	14	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		80
6:40	15	POSSIBLE ACTION AFTER CLOSED SESSION		81
6:45	16	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

June 4, 2024, Regular Meeting

June 4, 2024, Closed Session

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, JUNE 4, 2024**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 4, 2024, 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 5:35 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 Russell opened with a prayer and Commissioner Castle led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

Chairman Turnbow called for additions and/or corrections to the May 13, 2024, and May 14, 2024, special meeting minutes and the May 21, 2024, regular minutes and closed session minutes.

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the May 13, 2024, special meeting minutes as presented.

VOTE: Aye-5  
           Nay-0

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the May 14, 2024, special meeting minutes as presented.

VOTE: Aye-5  
           Nay-0

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the May 21, 2024, regular meeting minutes as presented.

VOTE: Aye-5  
           Nay-0

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the May 21, 2024, closed session minutes as presented.

VOTE: Aye-5  
Nay-0

**APPROVAL OF AGENDA**

Chairman Turnbow called for additions and/or corrections to the June 4, 2024, agenda.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the June 4, 2024, agenda as presented.

VOTE: Aye-5  
Nay-0

**PUBLIC COMMENT**

Dr. Leslie Alexander, Watauga County School Superintendent, thanked the Board for the partnership with the School System and stated that she appreciated the Commissioners dedication and time.

The following spoke in support of the Senate Bill 759: Cari Davenport, Rick Woods, Nathan Miller, Linda Byrd, Eric Fidler, Ronnie Marsh, Polly Culler, Donald Williams, Frank Bolick, Chris Behrend, and Olive Burress.

**WATAUGA COUNTY SCHOOLS LOTTERY FUNDS REQUEST**

County Manager Geouque, on behalf of Ms. Ly Marze, Watauga County Schools Director of Finance, requested the release of \$717,500 from the State Education Lottery Fund. The funds would be used for the renovation and replacement of worn out roof sections at Green Valley Elementary School.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the release of \$717,500 from the State Education Lottery Fund as presented by the County Manager.

VOTE: Aye-5  
Nay-0

**JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2025 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN**

Ms. Austin Combs, Chair of the Juvenile Crime Prevention Council (JCPC), presented the proposed FY 2025 Certification and County Plan, as well as the membership roster. Board approval is requested for the Certification, County Plan, and membership roster.

Commissioner Russell, seconded by Commissioner Eggers, moved to approve the Certification, County Plan, and membership roster as presented by Ms. Combs.

VOTE: Aye-5  
Nay-0

**PROPOSED ALLOCATION OF PROJECTED FY 2025 HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS**

Ms. Angie Boitnotte, Project on Aging Director, presented the projected allocation of \$320,160 in Home and Community Care Block Grant (H&CCBG) funds for FY 2025. The required local match was \$35,573 and was present in the Project on Aging's FY 2025 requested budget. The allocation would be disbursed as follows:

<b><u>HCCBG Service</u></b>	<b><u>HCCBG Allocation</u></b>	<b><u>Match</u></b>
In-Home Aide Level I	\$85,089	\$9,454
In-Home Aide Level II	\$70,670	\$7,852
Congregate Meals	\$47,830	\$5,314
Home Delivered Meals	\$110,571	\$12,286
Transportation	\$6,000	\$667

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to accept the projected allocations for FY 2025 Home & Community Care Block Grant (H&CCBG) Funds as presented by Ms. Boitnotte.

VOTE: Aye-5  
Nay-0

**MAINTENANCE MATTERS**

***A. Health Department Boiler Bid Award Request***

Mr. Robert Marsh, Maintenance Director, presented the following bids received for two new natural gas boilers and two circulation pumps in the Health Department building:

<b><u>Bidder</u></b>	<b><u>Contact</u></b>	<b><u>High Efficiency</u></b>	<b><u>Standard Efficiency</u></b>
Nor-Well	Brian Jones	\$ 98,500	\$ 77,865
Hoffman Mechanical Solutions	Caitlin Rogich	No Bid	\$ 89,974
Hickory Sheet Metal Co., Inc.	Lanny Huffman	\$143,700	\$110,700
Assoc Heating		No Bid	No Bid

Mr. Marsh recommended awarding the bid to Nor-Well Company, Inc., in the amount of \$98,500, as the lowest responsive bidder. The FY 23-24 budget included \$50,000 for boiler replacement at the Health Department. The County Manager requested, in order to cover the additional expense, to approve an Administrative Budget Amendment to move \$48,500 from the Human Services Renovation budget to cover the cost of the new boilers and pumps.

Commissioner Castle, seconded by Vice-Chairman Wallin, moved to award the bid to Nor-Well Company, Inc., in the amount of \$98,500 for new boilers and pumps at the Health Department and to approve reallocating \$48,500 from the Human Services Renovation budget to cover the cost of the new boilers and pumps.

VOTE: Aye-5  
Nay-0

***B. Law Enforcement Center Flooring Project Change Order Request***

Mr. Robert Marsh, Maintenance Director, presented a change order (per the Sheriff's Office request) in the amount of \$6,470 for moving furniture and the installation of 2,236 square feet of LVT flooring in lieu of carpet tiles in the corridors and several offices in the Sheriff's Administration Building. Adequate funds were available in the current budget. Mr. Marsh clarified that paying to have the furniture moved would be cost effective as it would free Maintenance staff to perform other duties.

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to approve the change order in the amount of \$6,470.

VOTE: Aye-5  
Nay-0

**PLANNING & INSPECTIONS MATTERS**

***A. Proposal to Contract with High County Council of Governments for an Update of the Comprehensive Land Use Plan***

Mr. Jason Walker, Planning and Inspections Director, presented a proposed contract with High Country Council of Governments to update the County's Comprehensive Land Use Plan in the amount of \$25,000. High Country Council of Governments has reduced the amount of time to complete the Plan from the originally proposed 18 months to 12 months. Mr. Walker stated that the Department of Transportation does require the plan to be updated within five years of their Transportation Plan updates.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the contract with High Country Council of Governments to update the Comprehensive Land Use Plan in the amount of \$25,000 in 12 months.

VOTE: Aye-5  
Nay-0

***B. Request for RPO Ranking of Transportation Projects***

Mr. Jason Walker, Planning and Inspections Director, presented sixteen (16) projects for possible inclusion in the 2026-2035 State Transportation Improvement Program (STIP) and asked the Board rank them in the preferred order of execution. Mr. Walker stated that the Board should

concentrate on the top five projects desired for the County. The rankings were due June 30, 2024. Mr. Walker stated that action was not needed at this time as he would gather information from the Commissioners and bring back a list on June 18, 2024, at which time action could be taken. Commissioner Castle mentioned a guardrail was needed near a popular swimming hole that experiences traffic issues. Commissioner Eggers mentioned extending the Hwy 194 project to Castle Ford Road. Mr. Walker stated that a similar project was listed in the past but pulled from consideration.

Chairman Turnbow asked for Board members to email their personal preferences to Mr. Walker and the County Manager and directed the County Manager to compile the list for presentation at the June 18 meeting.

### **ADOPTION OF THE FISCAL YEAR 2025 BUDGET ORDINANCE**

County Manager Geouque presented the Fiscal Year 2025 Budget Ordinance for consideration and reviewed the following changes that had been made since the Proposed Budget was presented:

<b>Revenues</b>		<b>Expenditures</b>		
104210-412100	Salaries		6,732	IT reclass for employee
104210-418100	Social security		539	IT reclass for employee
104210-418200	Local gov't retirement		921	IT reclass for employee
104210-418901	Other fringe 401K		337	IT reclass for employee
104210-452000	Capital outlay - Equipment		(15,000)	Duplication
103311-389915	Sales tax agreement with Towns	82,264		Recognize additional revenue
103311-323500	Hold Harmless - Medicaid Relief	82,265		Recognize additional revenue
104199-445100	General Liability & Property Insurance		29,000	To recognize additional property and liability
104199-418300	Retiree health insurance		(29,000)	To recognize additional property and liability
105911-xxxxxx	National Teacher Board certifications		25,000	National teacher board certifications
105911-xxxxxx	School personnel supplement		130,000	Watauga School personnel supplements
104140-437000	Advertising		16,000	Tax liens
105890-463127	Children's council		(50,000)	Increasing childcare slots
105890-xxxxxx	Future childcare		50,000	Increasing childcare slots
	EDC, Children's Council, County, Other provider			
104199-469103	Professional services - architect		(15,000)	To recognize funding of School nurses
104199-469199	Professional services		(20,000)	To recognize funding of School nurses
104199-435200	Maintenance and repairs		(5,000)	To recognize funding of School nurses

104199-499100	Contingency		(90,000)	To recognize funding of School nurses
105911-xxxxxx	School nurses		130,000	To recognize funding of School nurses
106110-469300	Library annual appropriation		19,664	Additional funding of requested appropriation
109800-498021	Transfer to CIP		(19,664)	Additional funding of requested appropriation
213980-398100	Transfer from General Fund	(19,664)		Additional funding of requested appropriation
219330-461101	Library expansion		(19,664)	Additional funding of requested appropriation
<b>net change</b>		<b>\$144,865</b>	<b>\$144,865</b>	<b>\$144,865 Overall Budget Increase</b>

After brief discussion, Commissioner Castle, seconded by Vice-Chairman Wallin, moved to take the \$50,000 allocated for the Children’s Council and take \$10,00 from the Economic Development allocation and then allocate \$30,000 each to both the Children’s Council and the Boone Area Chamber of Commerce’s Early Childhood Education & Development Fund.

After further discussion, the following vote was taken:

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

After further discussion, Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the FY 2025 Budget Ordinance as presented by the County Manager.

VOTE: Aye-5  
Nay-0

### **DISCUSSION TO CONSIDER A REFERENDUM ADOPTING AN ALTERNATIVE STRUCTURE OF VOTING FOR WATAUGA COUNTY COMMISSIONERS**

Chairman Turnbow stated that the County had hired an attorney to assist with the on-going process of Senate Bill 759. The Chairman stated that the change was made in Raleigh and he respected the Legislature but also respected that the County as a whole had a right to vote for County Commissioners. He stated that it would not affect the way the election was held this year but, he proposed a referendum be held to allow the citizens of the County to choose the way Commissioners were voted into office. He further proposed that three Commissioners be elected by district and two be elected at-large.

Commissioner Eggers stated that he respectfully disagreed and stated that the current method of voting has been in effect since the 1970’s or 1980’s and has been in violation as District 1 is not contiguous. Commissioner Eggers stated that the SB 759 maps were contiguous and within 5% of the population which meets all of the law. There was debate as to whether the SB 759 maps were within the 5%.



Commissioner Russell stated that the problem is SB 759 was adopted with no Commissioner input and there was no reason why there wasn't any communication. Commissioner Russell stated that he wasn't opposed to voting in district; however, if you went solely by the model, all Commissioners would only be beholden to those in their district whereas at-large representatives would represent all of the County. Commissioner Russell also stated that the proposed SB 759 maps split several voting districts and would be confusing to voters and require several ballots per precinct. The main thing wrong with the 2024 election was that 23,000 citizens were denied the right to vote in Districts 1 & 2 and it was a constitutional right to vote.

Commissioner Castle stated that in 2022 Districts 1 & 2 were voted for in an at-large capacity. Commissioner Eggers added that Districts 1 & 2 were still represented. Commissioner Russell stated that Commissioner Castle didn't live in the new district. Chairman Turnbow stated that Commissioners were required to live in a specific district. Commissioner Eggers stated that they represented the whole County. Commissioner Eggers stated that in 2024, if Commissioners Castle and Eggers lost they would still represent the County as a whole. Chairman Turnbow stated that if they were defeated, they couldn't represent at-large. Commissioner Russell stated that there was case law in 2012 that stated that once a district changed the old districts no longer existed. Commissioner Eggers stated that his and Commissioner Castle's terms do not expire until 2026. Commissioner Castle agreed that their terms didn't expire until 2026 and after two cycles the SB 759 process would run smooth. Vice-Chairman Wallin stated that the new districts should've been exempt. Commissioner Eggers stated that was a question for Senator Hise.

Chairman Turnbow stated that he didn't like Raleigh taking away voting law. There was no problem with three districts and two at-large commissioners to work together for Watauga County.

Commissioner Eggers asked who would draw the maps in the Chairman proposal. Chairman Turnbow stated that the County Attorney was working with someone who has a person that draws maps and has worked in this State. The Chairman stated that he asked for the maps to be drawn with no voter data to be considered and the population be as close as possible per district without splitting precinct.

County Attorney Capua reiterated that a professional map drawer would be given the following criteria: no voter data be considered and the three districts be created with a preference of no breaks in the precincts. The County Attorney stated that three maps would be drawn and brought back to the Board for consideration. Commissioner Russell requested the map drawer keep political/geographical boundaries (without breaking up municipalities) as well.

After further discussion, Chairman Turnbow, seconded by Commissioner Russell, moved to direct the County Attorney to hire a professional map drawer to prepare the three maps to choose from as presented and when a map was approved, then proceed with a proposed resolution calling for a referendum to have future Commissioners elected with three seats being by district and two seats being at-large based on the map chosen.

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

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Proposed Human Services Parking Lot Agreement with Appalachian State University***

County Manager Geouque stated that the current lease with Appalachian State University (AppState) for game day parking at the Human Services lot has expired. The University requested no changes to the terms and amount of the lease. The current lease amount is \$5,000 and has remained that amount for five years, since 2019.

Chairman Turnbow stated that it had been brought up in the past to allow non-profits use of the parking lot as a form of fundraising. Vice-Chairman Wallin stated that with new leadership at AppState, he felt the County should work with AppState to see how things moved forward. The Vice-Chairman stated that AppState wasn't allowed to use AppalCART for shuttle services on game days. Commissioner Castle stated that there were increased costs to AppState now that they have to secure private shuttling services and with the huge economic impact of game days, the County does benefit. Vice-Chairman Wallin concurred that the economic impact was seen in sales tax revenue. Chairman Turnbow stated that he wasn't opposed to AppState leasing the parking lot but was hopeful that, in the future, the County would look towards ways of working with non-profits with out-of-the-box ideas. The Chairman also stated that the parking deck would be open soon to assist with game day parking. County Manager Geouque shared concerns about the wear and tear game day parking might cause to the newly constructed parking deck. Commissioner Russell asked if the parking deck would be ready and used this year for games. The County Manager stated that it would not.

Commissioner Castle, seconded by Commissioner Eggers, moved to approve the lease with Appalachian State University to utilize the Human Services Parking Lot for football game days and special events as presented by the County Manager.

VOTE: Aye-5  
Nay-0

### ***B. North Carolina Association of County Commissioners (NCACC) Legislative Goals***

County Manager Geouque presented, per Commissioner request, a copy of the NCACC's legislative goals. The top three priorities of the Association in 2023-2024 were:

1. Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.
2. Seek additional revenue sources to address statewide public school and community college capital needs and ensure methods used to distribute school capital funding considers the needs of both low-wealth and growing counties. Revisions to the Needs-Based Public School Capital Fund that will allow for more access to counties and allow for faster school construction to include allowing projects that have not previously been awarded a grant to commence and remain eligible for future grant application periods.
3. Support expansion of Medicaid as well as related funding and operational flexibility for counties to expand county workforce and necessary infrastructure.

Other potential goals were:

Support legislation to allow counties to include specific language on the ballot referendum designating how the proposed quarter-cent local sales tax levy will be spent.

Increase state funding and support legislation for behavioral health services and facilities, including dedicated resources for community paramedicine projects; inpatient crisis beds; substance use disorders; specialty courts; individuals with mental health issues in county jails; and single stream funding for area authorities.

Oppose efforts to divert to the state, fees or taxes currently allocated to the counties or to erode existing county revenue streams with unfunded mandates.

The County Manager stated that Goals 1 and 3 had been addressed and asked the Board to choose the top three legislative goals that they would like to submit to the Association for consideration and ranking. Other items mentioned, in no particular order, were mental health, Tourism Development Authority, Smart Start Funding, Social Services funding, and operational and capital funding for Schools.

County Manager Geouque stated that he would bring a list to a future meeting for consideration.

*[Clerk's Note: the goals were not due to the NCACC until August 23, 2024.]*

### ***C. Request to Surplus County Property***

County Manager Geouque stated that the Board had previously granted the Manager authority to sell surplus property under the \$30,000 threshold. The County currently had a 2015 Hyundai Wheel Loader which may exceed the \$30,000 threshold as well as a 1986 International Dump Truck to surplus. The County Manager requested authorization to surplus the equipment presented and dispose via electronic sale on GovDeals.

Commissioner Russell, seconded by Commissioner Castle, moved to surplus the vehicles and approve of their disposal via electronic sale on GovDeals as presented by the County Manager.

VOTE: Aye-5  
Nay-0

### ***D. July Meeting Schedule***

County Manager Geouque stated that historically, only one meeting has been held in July due to all the work which has been done on the budget as well as the July 4th holiday. Also, historically, at the beginning of a new fiscal year there was limited business for the Board's consideration. The Manager recommended cancelling the first meeting in July (Tuesday the 2nd) and holding the second meeting as currently scheduled for the third Tuesday which is July 16.

County Attorney Capua stated that a vote on whether or not to pursue a referendum had to be made prior to July 23, 2024. She anticipated the maps would be ready by the July 16 meeting; however, there would not be time to then prepare the resolution and referendum prior to the next regular meeting. Ms. Capua stated that she would see if the maps could be prepared by the July 2, 2024, meeting but, was not certain if that was possible.

After discussion the Board chose not to cancel the first meeting in July at this time.

### *E. Boards and Commissions*

County Manager Geouque presented the following:

#### Workforce Development Board

Ms. Misty Bishop-Price with the High Country Council of Governments Workforce Development Board (WDB) had indicated that Ms. Jessica Auten's appointment as a private sector member representing Watauga County would end on June 30, 2024. A new appointment was needed to fill the position as Ms. Auten had not been able to participate. The only person who had expressed interest in serving at this time was Mr. JD Kern who works with Blue Ridge Realty and was very involved in both the Boone and Blowing Rock Chambers of Commerce. However, Mr. Kern resided in Banner Elk. Ms. Bishop-Price had stated in an email that this has happened on the WDB where members represent one county while living in another. This was a first reading and there may be other recommendations from the WDB and/or Commissioners.

Chairman Turnbow tabled consideration for a second reading.

### *F. Announcements*

County Manager Geouque announced that the North Carolina Association of County Commissioners will hold the 2024 County Advocacy Days in Raleigh on June 11 & 12. Steering Committee Meetings and a dinner will be on the 11<sup>th</sup> with the Legislative Program presented on the 12<sup>th</sup>.

### **CLOSED SESSION**

At 7:51 P.M., Commissioner Castle, seconded by Vice-Chairman Wallin, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5  
Nay-0

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to resume the open meeting at 8:21 P.M.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to adjourn the meeting at 8:21 P.M.

VOTE: Aye-5  
Nay-0

Larry Turnbow, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 3:**

**APPROVAL OF THE JUNE 18, 2024, 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:**

**NC GOVERNOR'S VOLUNTEER AWARDS PRESENTATION**

**MANAGER'S COMMENTS:**

Rebecca Hall, Executive Director of High Country United Way, will present the North Carolina Governor's Volunteer Service Award. The winners for Watauga County are:

**Recipient #1 Nannette Clark**

**Recipient #2 Fred and JoAnna Fonville**

**Recipient #3 Misty Mayfield**

**Recipient #4 Jean Rice**

**Recipient #5 Dr. Jim Street**

**Recipient #6 American Red Cross Disaster Action Leadership Team – High Country**

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

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**AGENDA ITEM 6:**

**PROPOSED REVISION TO HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG)  
FY 2024 ALLOCATION**

**MANAGER'S COMMENTS:**

Ms. Angie Boitnotte, Project on Aging Director, will request the Board revise the original allocation of the Home and Community Care Block Grant (H&CCBG). The request is to decrease In-Home Aide Level II services by \$4,670 and increase Home Delivered Meals by \$4,670.

Board action is required to approve the revised Home and Community Care Block Grant (H&CCBG) as presented in the packet.



# Watauga County Project on Aging

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

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto:angie.boitnotte@watgov.org)

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

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** June 11, 2024

**SUBJ:** Revised Allocation of FY2024 Home and Community Care Block Grant Funds

Due to levels of spending, the initial allocation of funds to IHA Level II services needs to be reduced. The funds reduced from IHA Level II will be re-allocated to Home Delivered Meals. The overall allocation and match remains the same.

The revised allocation to services is as follows:

<b>HCCBG Service</b>	<b>HCCBG Allocation</b>	<b>Match</b>
In-Home Aide Level I	\$87,089	\$9,677
In-Home Aide Level II	\$70,000 (-\$4,670)	\$7,778
Congregate Meals	\$43,830	\$4,870
Home Delivered Meals	\$113,241 (+\$4,670)	\$12,582
Transportation	\$6,000	\$667

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

Home and Community Care Block Grant for Older Adults

Watauga County Project on Aging  
 132 Poplar Grove Conn, Suite A  
 Boone, NC 28607

County Funding Plan

Provider Services Summary

DAAS-732

County:

WATAUGA

Budget Period:

July 2023 through June 2024

Revision #:

2 Date: 6/18/2024

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purchase	Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
			Access	In-Home	Other	Total								
Transportation (General)		X	\$ 6,000	\$ -	\$ -	\$ 6,000	\$ 667	\$ 6,667	\$ -	\$ 6,667	564	\$ 11.8193	10	2,275
In-Home Aide-Level I - Home Management	X		\$ -	\$ 87,089	\$ -	\$ 87,089	\$ 9,677	\$ 96,766	\$ -	\$ 96,766	3,545	\$ 27.2959	100	12,060
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 70,000	\$ -	\$ 70,000	\$ 7,778	\$ 77,778	\$ -	\$ 77,778	2,700	\$ 28.8097	40	10,230
Congregate Nutrition	X		\$ -	\$ -	\$ 43,830	\$ 43,830	\$ 4,870	\$ 48,700	\$ 13,200	\$ 61,900	5,948	\$ 8.1878	200	16,500
Home Delivered Meals	X		\$ -	\$ 113,241	\$ -	\$ 113,241	\$ 12,582	\$ 125,823	\$ 17,920	\$ 143,743	12,589	\$ 9.9950	150	22,400
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<b>Total</b>			\$ 6,000	\$ 270,330	\$ 43,830	\$ 320,160	\$ 35,574	\$ 355,734	\$ 31,120	\$ 386,854	25,345		500	63,465

\*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.  
 Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer

Date

Authorized Signature, Title  
 Community Service Provider

Date

Signature, Chairman, Board of Commissioners

Date

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**AGENDA ITEM 7:**

**TAX MONTHLY COLLECTIONS REPORT**

**MANAGER'S COMMENTS:**

Mr. Larry Warren, Tax Administrator, will present the Monthly Collections Report and be available for questions and discussion. There were no releases in May.

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 2024

	<u>Current Month Collections</u>	<u>Current FY Collections</u>	<u>Current FY Percentage</u>	<u>Previous FY Percentage</u>
<b><u>General County</u></b>				
Taxes 2023	105,173.83	42,808,454.00	98.64%	98.77%
Prior Year Taxes	35,910.87	480,668.91		
Solid Waste User Fees	10,089.47	3,331,158.98	97.31%	97.57%
Green Box Fees	NA	NA		NA
<b>Total County Funds</b>	<b>\$151,174.17</b>	<b>\$46,620,281.89</b>		
<b><u>Fire Districts</u></b>				
Foscoe Fire	7,289.44	5,289,353.66	98.82%	98.94%
Boone Fire	27,414.77	9,046,605.15	98.35%	98.72%
Fall Creek Service Dist.	0.00	104,418.11	95.36%	98.82%
Beaver Dam Fire	3,758.53	1,108,226.87	95.77%	97.03%
Stewart Simmons Fire	431.97	1,999,269.88	99.11%	99.26%
Zionville Fire	7,055.61	1,281,696.06	97.17%	97.69%
Cove Creek Fire	22,214.97	2,815,198.86	97.80%	98.04%
Shawneehaw Fire	7,638.12	1,226,430.46	97.93%	99.25%
Meat Camp Fire	8,779.09	2,540,255.26	95.99%	97.45%
Deep Gap Fire	7,711.76	2,158,962.95	97.90%	97.84%
Todd Fire	432.87	470,263.21	97.76%	99.38%
Blowing Rock Fire	10,728.84	5,402,765.88	99.10%	98.87%
M.C. Creston Fire	147.40	8,125.78	94.21%	93.20%
Foscoe Service District	90.95	110,082.04	98.92%	98.46%
Beech Mtn. Service Dist.	0.00	2,754.20	99.52%	98.49%
Cove Creek Service Dist.	0.00	336.65	100.00%	100.00%
Shawneehaw Service Dist	29.36	8,371.24	98.21%	97.83%
<b>Total Fire Districts</b>	<b>103,723.68</b>	<b>33,573,116.26</b>		
<b><u>Towns</u></b>				
Boone	6,836.30	8,694,715.80	99.34%	99.05%
Municipal Services	1,289.45	230,635.89	98.94%	98.70%
<b>Total Town Taxes</b>	<b>\$8,125.75</b>	<b>\$8,925,351.69</b>		
<b>Total Amount Collected</b>	<b>\$263,023.60</b>	<b>\$89,118,749.94</b>		

 Tax Collections Director

 Tax Administrator

**AGENDA ITEM 8:**

**DISASTER RELIEF AND MITIGATION FUND GRANT AWARD**

**MANAGER'S COMMENTS:**

Mr. Will Holt, Emergency Services Director, will request the Board approve a grant agreement with North Carolina Emergency Management for the purpose of purchasing 3 weather stations, 3 flood gauges, and the expansion of the flood inundation library for an existing flood gauge. Total grant amount is \$40,239 with no match requirement.

Board action is required to accept the grant from North Carolina Emergency Management in the amount of \$40,239.



# 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 6<sup>th</sup>, 2024

**To:** Board of Commissioners  
  
**CC:** Deron Geouque, County Manager  
Anita Fogle, Clerk to the Board

**Subject:** Disaster Relief and Mitigation Fund Grant

Board of Commissioners,

Please consider the approval of the attached grant agreement from North Carolina Emergency Management for the purpose of purchasing 3 weather stations, 3 flood gauges, and the expansion of the flood inundation library for an existing flood gauge. The grant total is \$40,239 and is a non-matching grant. The grant funds will be fully reimbursed to the County pursuant to the grant agreement. Commissioner approval is requested for accepting this grant.

Respectfully,

Will Holt  
ES Director



NC Department of Public Safety  
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary  
William C. Ray, Director

**Emergency Management Disaster Relief and Mitigation Grant (DRMG)  
Memorandum of Agreement (MOA)**  
between

Grantor:  
State of North Carolina  
Department of Public Safety  
Emergency Management

Recipient:  
County of Watauga  
184 Hodges Gap Rd, Suite D  
Boone, NC 28607

MOA# NCEM-DRMG2309

Award amount: \$40,239.00  
Period of performance: 7/01/2024 to 7/31/2025

**1. Purpose**

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

**2. Authority**

This grant award and MOA are authorized under the provisions of: (1) 2023 Appropriation Act, *S.L. 2023-134, § 5.6(f)(1)*, (2) NC Appropriations Act of 2021, *S.L. 2021-180, Section 5.9(a)(3), and Section 5.9(a)(4)*, (3) N.C.G.S. §166A-19.12(13), and (4) FY 2023 Disaster Relief and Mitigation Fund (NOFO):

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

**3. Compensation**

Payment to Recipient for expenditures under this MOA will be reimbursed after Recipient’s (Requests for Reimbursement) is submitted and approved for eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.



#### 4. Conditions

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

##### A. Recipient must:

- i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: [www.dnb.com](http://www.dnb.com) or <http://fedgov.dnb.com/webform>. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

##### B. Recipient must submit the following documents to Grantor at [NCEMLTR.grant@NCDPS.gov](mailto:NCEMLTR.grant@NCDPS.gov) upon execution and submission of this MOA:

- i. [State of NC Substitute W-9 Form](#)
- ii. [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: [nfsepay@osc.nc.gov](mailto:nfsepay@osc.nc.gov) with copy to [NCEMLTR.grant@ncps.gov](mailto:NCEMLTR.grant@ncps.gov)
- iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) ([G.S. 143C-6-23.\(c\)](#))

##### C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

## 5. Regulation

Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

## 6. Supplanting

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/financial procedures as requested.

## 7. Compliance

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List ([SOFL](#)) maintained by the State Office of State Budget & Management ([OSBM](#)) <https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos> .

## 8. Responsibilities

### Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.
- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project thru the closeout process.

### Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.

- C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in [N.C.G.S. Chapter 143, Article 3, Purchases & Contracts](#).

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

Recipient is required to check the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov).
- E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached to NCEM at [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov). Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

- F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
  - ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
  - iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
  - iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
  - v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
  - vi. Pictures prior to the start of the project and when complete for permanent work type grants.
- G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).
- H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable

property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

- ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
  - iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.

Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

- J. Indirect Costs. No indirect or administrative costs will be charged to this award.
- K. Conflict of Interest. Per [N.C.G.S. § 143C-6-23\(b\)](#), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award,



or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

- L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

## 9. Funding

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

## 10. Taxes

Recipient shall be considered to be an independent Recipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

## 11. Warranty

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

## 12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every [non-state entity](#) (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for Recipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

### **Level I (Less than \$25,000)**

A grantee receiving less than \$25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

### **Level II (\$25,000 - \$499,999)**

A grantee that receives between \$25,000 - \$499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

### **Level III (\$500,000 - \$749,999)**

A grantee that receives a combined \$500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

### **Level III Continued (\$750,000+)**

A grantee that receives a combined \$750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form.

- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
- Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
- Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- Make copies of the single audit available to the public. See paragraph 15 below for audits.

### 13. Audit Requirements

Per 09 NCAC 03M.0205, a Recipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the Recipient's fiscal year end submit to DPS Internal Audit ([AuditGrantsReport@ncdps.gov](mailto:AuditGrantsReport@ncdps.gov)) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If Recipient is a unit of local government in North Carolina, Recipient may also be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (*see* [Local Government Commission](#) for more information).

### 14. Points of Contact (POC)

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the NoFO or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to the confidential information.

#### 15. **Public Records Access**

All information maintained by Grantor in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

#### 16. **Contracting/Subcontracting**

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractor/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

#### 17. **Situs**

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

#### 18. **Antitrust Laws**

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

#### 19. **Other Provisions/Severability**

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

#### 20. **Entire Agreement**

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

#### 21. **Modification**

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

#### 22. **Termination**

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

#### 23. **Scope of Work**

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

**24. Execution and Effective Date**

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

**25. Certification of eligibility - Under the Iran Divestment Act**

Pursuant to N.C.G. S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.\* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

**26. Attachments**

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
  - i. Appendix 1 - Notice of Funding Opportunity (NoFO)
  - ii. Appendix 2 - Scope of Work or Grant Application
  - iii. Appendix 3 - Award letter
  - iv. Appendix 4 – Required Documentation for Reimbursement Request.

**IN WITNESS WHEREOF**, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

**NC Department of Public Safety  
Division of Emergency Management**

**County of Watauga**

**1636 Gold Star Drive  
Raleigh NC 27607**

**184 Hodges Gap Road, Suite D  
Boone, NC 28607**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

William C. Ray  
Director NC Emergency Management

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

William Polk  
Department of Public Safety  
Deputy General Counsel

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Appendix 1

NOTICE OF FUNDING OPPORTUNITY (NOFO):  
**North Carolina Emergency Management (NCEM)**  
*Disaster Relief and Mitigation Fund*

North Carolina Emergency Management (NCEM) is now accepting applications for grants funded through the 2023 Appropriations Act, *S.L. 2023-134, § 5.6(f)(1)*, the Emergency Management Disaster Relief and Mitigation Fund.

Eligible applicants are state agencies, units of local government, public authorities, and nonprofit organizations.

Funding can be used for flood mitigation, transportation infrastructure resilience against natural disasters, and assistance with local matching to draw down federal mitigation funds.

Applications must be received by NCEM no later than Close of Business (5pm) on **31 January 2024**.

**Eligible Applicants**

State agencies, units of local government, nonprofit organizations, and public authorities, as defined in G.S. 159-7, may submit projects to the Emergency Management Long-Term Recovery Group who will convene a panel to score the projects. Nonprofit organization projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

**Eligible Categories of Work**

Funds can be used for the following categories of work:

- (1) Flood mitigation efforts that stabilize areas and reduce future damage.
- (2) Ensuring transportation resilience against natural disasters
- (3) Predevelopment assistance to provide small and underserved communities with technical assistance to identify and design shovel-ready projects related to disaster relief and flood mitigation.
- (4) Financial assistance with local cost share to draw down federal funds on approved federal mitigation grants.

Initial funding for this notice is anticipated to be \$25,000,000.

Projects can be 100% funded with no cost share and are paid on a reimbursement basis. Grant administration costs are not eligible.

Examples of Eligible Projects:

*(Not intended to be a full list but may help applicants to identify possible projects)*

- Construction of new or improvement of existing stormwater infrastructure
- Engineering expenses related to planning and implementation of flood mitigation projects.
- Elevation of buildings, controls, or other improvements of public infrastructure to mitigate future flood damage.
- Projects to protect public infrastructure from flooding.
- Projects that update and prepare transportation infrastructure for storms, mudslides, and flooding

Long Term Recovery Grant Agreement version 1.1 – 4/2024

- events taking projections of future risk into consideration.
- Risk assessments for critical transportation routes, building on existing and future reports, such as the I-95 and I-40 Flood Resilience Feasibility Study.
- Creating community-informed flood risk and vulnerability assessments that identify resilience gaps and project opportunities for transportation routes in North Carolina to help maintain vital transportation functions following flooding events.

Applicants applying for local cost share assistance for projects that require a local cost share to access federal funds should provide additional information within the application including 1) any notice of approval for your project from the funding agency, 2) a clear understanding of all additional funding sources for the project, and 3) current requirements of the applicant for local match.

**Where to Submit Application Materials**

Applications must be submitted to the following email address: [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov). Applications will be reviewed for completeness with completed applications scored and ranked.

**Key Target Dates:**

8-December-2023	NOFO Released
<b>31-January-2024</b>	<b>Application Deadline</b>
15-March-2024	NC Review Panel Scoring completed
April 2024	Applicants Notifications
May-June 2024	Complete and Sign grant agreements

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient’s award. This process starts with the application referenced below.

**Process to Submit Your Application**

**Application/Submission Information and Instructions**

Application deadline 31 January 2024 (5:00PM)  
 Application to be submitted to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov) with subject line “Applicant name – Project name – 2023 DRMF Grant Application”  
 Application email should include the completed [Application Document](#) and any additional attachments to support the project. Please make sure that you address each part of the application. The points below are representative of what you will find needed within the application. (Scoring weight in brackets):

- 1) Applicant Name, Address, Contact Information, and Project Name. Nonprofit corporations should also include the “Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (10)
- 2) General description of the Project (15)
- 3) Describe how the project mitigates future damage or flooding include impact on community. (35)
- 4) Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (20)
- 5) Timeline from approval of Grant to project completion. (10)
- 6) How and who will manage the project if awarded and their qualifications. Additionally, the applicants should include their experience in managing a grant award. (10)

Competitive proposals likely will include:

- Clear understanding of how the project mitigates against frequent flooding or mitigates against frequent disruptions to transportation infrastructure from nature disasters, or a clear understanding



- of need for matching assistance on approved federal mitigation grants.
- Understanding of the benefits for residents, businesses, and other entities within a community including the percent of the community impacted by the project.
  - Professional or engineering reports for the project.
  - A current estimate of probable cost with an understanding of how this was developed.
  - How the project links to previous comprehensive assessments or planning effort or an understanding of how the community prioritizes this project.
  - An understanding of likely implementation of a full construction project.

For more information, please send any questions to [NCEMLTR.grant@ncdps.gov](mailto:NCEMLTR.grant@ncdps.gov)

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including quarterly reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- [W-9 \(09 NCAC 03M .0202\)](#)
- [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
- Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

## Appendix 2

### Scope of Work or Grant Application

The project includes three primary components:

- Replacement and expansion of three weather stations with heated precipitation sensors at the following locations:
  - Boone Fire Station 3 at 3228 Bamboo Road
  - Boone Water Treatment Plant at 376 Deck Hill Road
  - Watauga County Emergency Services at 184 Hodges Gap Road
- Addition of three flood gauges at the following locations:
  - Dutch Creek @ Valle Crucis (NC194 South//Broadstone Rd)
  - South Fork New River @ Roby Green
  - East Fork New River @ George Hayes (Bamboo Rd//George Hayes)
- Expansion of the flood library to include the New River @ Hunting Hills gauge due to the ability of that gauge to extrapolate what other areas of the basin are doing.

The proposed scope of work and cost estimate for the gauges and weather stations were developed in coordination with the Town of Boone and Green Stream. Green Stream was selected as they already provide the rest of the Town's gauge infrastructure and also integrate with NC FIMAN. The inundation library update cost came from NCEM Hazard Mitigation at they manage NC FIMAN.

The gauge locations were determined based on known blind spots that have chronic flooding issues. The Dutch Creek gauge was chosen such as the school and businesses in Valle Crucis along with the major intersection of Broadstone Road and NC 194 S which connects the Valle Crucis, Vilas, Foscoe, and Avery County. and the Roby Green gauge is on Roby Green Road which serves as a connector between Meat Camp, Todd, Ashe County, and Watauga County. This route also serves as a significant alternate route to NC Highway 194 North is compromised. Finally, the gauge at George Hayes can be a key indicator on if the basin is beginning to react and will impact communities along Bamboo Road heading towards Boone. This was the site of a significant flash flood event on April 13th, 2020.

The rainfall weather stations were chosen based on similar characteristics as they are headwaters for some of our most reactive streams and also cover different areas that directly impact the populated center of Boone. The locations are also all on local government property for security and ease of maintenance.

Finally, the inundation library update was requested for the New River @ Hunting Hills gauge based on that gauge's location downstream of multiple stream and river intersections along with the nexus to critical infrastructure (Boone Water Treatment Plant on Casey Lane) and multiple softer targets such as a Tier II facility, homeless shelter, and multiple residential neighborhoods.

## Appendix 3



NC Department of Public Safety  
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary  
William C. Ray, Director

3 May 2024

Mr. William Holt  
Emergency Services Director  
County of Watauga  
184 Hodges Gap Rd., Suite D  
Boone, NC 28607

Dear Mr. Holt,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount of \$40,239.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email and sent to [NCEMLTR\\_grant@ncdps.gov](mailto:NCEMLTR_grant@ncdps.gov)

- [Supplier Electronic Payment Request](#) Please email the completed form directly to OSC for processing: [ncfsepap@osc.nc.gov](mailto:ncfsepap@osc.nc.gov) with copy to [NCEMLTR\\_grant@ncps.gov](mailto:NCEMLTR_grant@ncps.gov)
- [Conflict of Interest Policy \(G.S. 143C-6-23.\(b\)\)](#)
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Grants Manager, directly (984-222-4159 or [Jeffrey.Welker@ncdps.gov](mailto:Jeffrey.Welker@ncdps.gov)).

Respectfully,

DocuSigned by:

William C. Ray

Director & Deputy Homeland Security Advisor  
North Carolina Emergency Management



1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236  
Phone: 919-825-2500 Fax: 919-825-2685 | [www.ncdps.gov](http://www.ncdps.gov) [www.readync.gov](http://www.readync.gov)  
An Equal Opportunity Employer

Appendix 4  
Documents for Reimbursement Request

Quarterly Progress Report - Form LTR002/2022

Request for Reimbursement - Form LTR003

Summary of Documentation (SOD) - Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

**North Carolina Division of Emergency Management  
Long Term Recovery Grant Program  
QUARTERLY PROGRESS REPORT**

Progress Report Period: \_\_\_\_\_ to \_\_\_\_\_

Project Title: \_\_\_\_\_ MOA #: \_\_\_\_\_

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #(s): \_\_\_\_\_ Email Address: \_\_\_\_\_

Total Project Expenditures to Date: \$ \_\_\_\_\_

1. Date of Project Approval:
2. Start Date of the Project:
3. Percent of Work Completed to Date: \_\_\_\_\_ %
4. Anticipated Completion Date:
5. Actual Completion Date:
6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: \$

8. Problems encountered:

9. Status: *(Please check pertinent information).*

- |   |  |
|---|--|
| <p style="text-align: center;"><u>Project Status</u></p> <p>(1) <input type="checkbox"/> Project on schedule</p> <p>(2) <input type="checkbox"/> Project completed</p> <p>(3) <input type="checkbox"/> Project delayed</p> <p>(4) <input type="checkbox"/> Project canceled</p> | <p style="text-align: center;"><u>Project Cost Status</u></p> <p>(1) <input type="checkbox"/> Cost unchanged</p> <p>(2) <input type="checkbox"/> Cost overrun</p> <p>(3) Cost <input type="checkbox"/> der-run</p> |
|---|--|

Request for Reimbursement (RFR)  
Form LTR003

Grantee: \_\_\_\_\_ Identification Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, Zip: \_\_\_\_\_

MOA Grant #	Grant Amount \$	Previous Payments \$	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approvals Office Use only (GM approval) Comment	
Total of Current Request						

\* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT			
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE WORK Form LTR001			
(1) Applicant:		(2) MOA Number:	
(3) FIPS/Duns or Tax ID/EIN No.			
(5) Applicant's Check No., Reference No., Warrant, Voucher, Claim, or schedule No.	(6) Delivery Date of articles or performance services	(7) DOCUMENTATION List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category	(8) Applicant Proposed Eligible Costs
<b>Force Account Labor</b>			
		Total	0.00
<b>Equipment</b>			
		Total	0.00
<b>Materials</b>			
		Total	0.00
<b>Contract</b>			
		Total	0.00
<b>Other</b>			
		Total	0.00
		(9) Grand TOTAL	\$0.00
		(10) -Grant AMOUNT	
		(11) ADJUSTED TOTAL (+ OR -)	\$0.00
Signature:			

**AGENDA ITEM 9:**

**REQUEST FOR RPO RANKING OF TRANSPORTATION PROJECTS**

**MANAGER'S COMMENTS:**

Mr. Jason Walker, Planning and Inspections Director, will request the Board rank in order the fourteen (14) listed projects for possible inclusion in the 2026-2035 State Transportation Improvement Program (STIP). In an effort to assist the Board, Mr. Walker reorganized the current list showing the order the projects were ranked last time. The rankings are due June 30, 2024.

Board direction is requested regarding the ranking of the fourteen included transportation projects.



Rank	SPOT ID	Mode	TIP	Project Category	Route / Facility / Project Name	From / Cross Street / Location	To / Cross Street	Description	Specific Improvement Type	Cost to NCDOT	Statewide Mobility Quantitative Score (Out of 100)	Regional Impact Quantitative Score (Out of 70)	Division Needs Quantitative Score (Out of 50)	County
1	H090163-A	Highway	R-5903	Regional Impact	US 421	Tennessee Line	US 321/421 junction near Vilas	Widen to Multi-Lanes	1 - Widen Existing Roadway	\$ 125,600,000	N/A	31.41	24.45	Watauga
2	H230697	Highway		Regional Impact	NC 194	US 221, US 421	SR 1333 (Castle Ford Road)	Modernize Roadway, including construction of center turn lane and sidewalks from US 221/421 to Rainbow Trail (NS).	26 - Upgrade Roadway	\$ 25,000,000	N/A	35.73	28.52	Watauga
3	B230730	Bicycle & Pedestrian		Division Needs	Middle Fork Greenway Section 5B	South of Jordan Cook Road	Watauga Medical Center	Construct greenway along US 321 to Watauga Medical Center	2 - Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 2,640,000	N/A	N/A	23.80	Watauga
4	B230735	Bicycle & Pedestrian		Division Needs	Middle Fork Greenway Section 5C	Payne Branch Park	Goldmine Branch Park	Construct greenway along US 321 between Payne Branch Park and Goldmine Park	2 - Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 5,040,000	N/A	N/A	19.58	Watauga
5	H111016	Highway		Statewide Mobility	US 321 Truck, US 421 Truck, SR 1107 (NC 105 Bypass Road)	NC 105	US 421, US 321, NC 194	Widen to 3 lanes with 5 foot paved shoulders to accommodate bicycles.	1 - Widen Existing Roadway	\$ 58,500,000	77.43	49.32	31.51	Watauga
6	H231162	Highway		Division Needs	SR 1524 (Bamboo), SR 1523 (Deerfield)	SR 1523 (Deerfield)	N/A	Improve Intersection	10 - Improve Intersection	\$ 6,500,000	N/A	N/A	10.36	Watauga
7	H090921-A	Highway	R-2566A	Statewide Mobility	NC 105	US 221 in Avery County	SR 1136 (Clarks Creek Road) in Watauga County	Widen to Multi-Lanes.	4 - Upgrade Arterial to Signalized RCI Corridor	\$ 24,800,000	58.61	40.47	30.87	Avery, Watauga
8	H230694	Highway		Statewide Mobility	US 221, US 421	SR 1416 (Old US 421 South), SR 1672 (Old US 421 South)	N/A	Construct interchange to improve safety.	7 - Upgrade At-grade Intersection to Interchange or Grade Separation	\$ 62,700,000	14.99	11.12	7.34	Watauga
9	H231165	Highway		Statewide Mobility	SR 1233 (Old US Hwy 421), US 321	SR 1233 (Old US Hwy 421)	N/A	Improve Intersection	10 - Improve Intersection	\$ 5,000,000	23.35	15.40	11.13	Watauga
10	H171686	Highway	R-5872	Statewide Mobility	US 421	SR 1180 (Poplar Grove Connector)	N/A	Construct Roundabout	10 - Improve Intersection	\$ 13,500,000	68.13	44.85	34.10	Watauga
11	H170838-A	Highway	R-5915A	Statewide Mobility	US 421 (Daniel Boone Parkway)	US 321/421 West of Boone	NC 105	Construct freeway on new location south of the City of Boone	5 - Construct Roadway on New Location	\$ 247,700,000	77.21	53.45	30.65	Watauga

12	H170838-C	Highway	R-5915C	Statewide Mobility	US 421 (Daniel Boone Parkway)	US 221/321	US 221/421 East of Boone	Construct freeway on new location south of the City of Boone	5 - Construct Roadway on New Location	\$ 518,800,000	61.24	40.28	34.13	Watauga
13	H191026	Highway		Regional Impact	NC 105	SR 1568 (Old Shulls Mill Road)	J.H. Mclean Road	Widen roadway to 3 lanes with 5 foot paved shoulders from Old Shulls Mill Road to J.H. Mclean Road.	1 - Widen Existing Roadway	\$ 103,600,000	N/A	35.32	28.03	Watauga
14	B230719	Bicycle & Pedestrian		Division Needs	Middle Fork Greenway Section 3A	North of Aho Road	Sterling Creek park	Construct greenway along US 321 north of Aho Road and south of Sterling Creek Park. This segment includes 2 bridges, parking area, river access, and trail and will connect to existing 2 miles of trail.	2 - Off-Road/Separated Linear Bicycle Facility (Bicycle)	\$ 2,720,000	N/A	N/A	16.60	Watauga



# WATAUGA COUNTY

*Department of  
Planning & Inspections*

---

126 Poplar Grove Connector Suite 201 • Boone, North Carolina 28607 (828) 265-8043

TTY 1-800-735-2962

Voice 1-800-735-8262

or 711

FAX (828) 265-8080

## Memorandum

Date: May 29, 2024  
To: Deron Geouque  
From: Jason Walker  
Re: NCDOT STIP Priority Projects for the 2026-2035 STIP funding

---

David Graham, Transportation Planner with the High Country Council of Governments, is seeking for the Board of Commissioners to Prioritize in order the current projects identified in the current STIP for local scoring and ranking.

Attached cover letter from David and the available Watauga County projects for prioritization.





# High Country Rural Planning Organization (RPO)

Municipalities and Counties of  
Alleghany, Ashe, Avery, Mitchell, Watauga, Wilkes, and Yancey

*“Serving North Carolina’s High Country with Continuing, Cooperative, and  
Comprehensive Transportation Planning”*



Woodie Young, RTAC Chair

David Graham, Transportation Planner

Kevin Rothrock, RTCC Chair

## MEMORANDUM

**TO:** Michael Carter, Alleghany County Manager  
Adam Stumb, Ashe County Manager  
Phillip Barrier, Avery County Manager  
Allen Cook, Mitchell County Manager  
Deron Geouque, Watauga County Manager  
John Yates, Wilkes County Manager  
Lynn Austin, Yancey County Manager  
Amy Davis, Boone Town Manager

**FROM:** David Graham, Transportation Planner

**SUBJECT:** High Country RPO – Call for Priority STIP Projects

**DATE:** May 28, 2024

The High Country RPO has developed a Project Solicitation and Ranking Methodology for scoring and ranking transportation projects that cover all modes of transportation (*highway, bicycle & pedestrian, transit, airport, and rail*) for consideration in the State Transportation Improvement Program (STIP). In accordance with the High Country RPO Project Solicitation and Ranking Methodology, the High Country RPO will score and rank **all** eligible High Country RPO projects in the NCDOT’s database.

Therefore, **please submit in order of priority (1st, 2nd, 3rd ...)** your county’s projects for scoring and ranking. As individual municipalities (except for the Town of Boone) will not be submitting projects to the RPO for scoring and ranking, the county requests should include both rural and urban projects. I encourage all counties to discuss the priority order of projects with their respective municipalities prior to submitting projects. ***Attached is the NCDOT project scores list of all eligible projects sorted by county for local scoring and ranking. Please review the attached list and submit all of your eligible projects in order of priority.***

**Information Needed for Bicycle and Pedestrian Projects**

When submitting Bicycle and Pedestrian projects, please indicate if any right-of-way has been secured for the project. This information is needed for local project scoring.

***Note:** The Division Needs category projects including the projects that cascade down from the Regional Impact category to the Division Needs category will automatically be re-ranked for point allocation. For example: If Ashe County submits 5 projects for scoring and ranking in priority order (#1 - #5) and only the top 2 projects are funded at the Regional Impact category the remaining projects (#3 - #5) will be scored and ranked at the Division Needs Category as follows: Project #3 becomes priority #1, Project #4 becomes priority #2, and Project #5 becomes priority #3.*

**To have projects included for scoring and ranking, please submit your priority projects in order of priority (1st, 2nd, 3rd, ...) to me by June 30, 2024.**

Please give me a call if you would like to discuss individual projects.

Thank you.

Enclosure

cc: Julie Wiggins, Executive Director, High Country Council of Governments  
Chris Grubb, Planning Director, High Country Council of Governments  
High Country Town Managers/Clerks

**AGENDA ITEM 10:**

**RESOLUTION AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS  
AND APPROVING THE SECOND SUPPLEMENTAL AGREEMENT FOR  
ADDITIONAL FUNDS**

**MANAGER'S COMMENTS:**

Ms. Andrea Capua, County Attorney, will present a resolution for Board approval to accept the second supplemental agreement for additional opioid funds.

Board action is required to approve the resolution as presented and accept the additional funds.

COUNTY OF WATAUGA

**RESOLUTION BY THE COUNTY OF WATAUGA  
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SECOND  
SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

**WHEREAS**, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

**WHEREAS**, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

**WHEREAS**, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

**WHEREAS**, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

**WHEREAS**, a settlement has been reached in litigation against the Kroger Co. (“Kroger”) as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

**WHEREAS**, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

**WHEREAS**, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

**WHEREAS**, it is advantageous to all North Carolinians for local governments, including Watauga County and its residents, to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this County to help abate the harm; and

**WHEREAS**, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners of Watauga County hereby authorizes the County Manager or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

**ADOPTED** this the \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Larry Turnbow, Chairman  
Watauga County Board of Commissioners

\_\_\_\_\_  
Anita Fogel Clerk to the Board

SEAL

**AGENDA ITEM 11:**

**DISCUSSION TO CONSIDER A REFERENDUM ADOPTING AN ALTERNATIVE  
STRUCTURE OF VOTING FOR WATAUGA COUNTY COMMISSIONERS**

**MANAGER'S COMMENTS:**

Chairman Turnbow will present a resolution to establish a referendum for the voters of Watauga County to alter the structure of the election of the Board of Commissioners. Three (3) maps will be presented for consideration.

Should the Board approve, the resolution will be completed and forwarded to the Board of Elections. Staff seeks direction from the Board.



**RESOLUTION OF THE WATAUGA COUNTY BOARD OF COUNTY COMMISSIONERS TO ESTABLISH A REFERENDUM FOR THE VOTERS OF WATAUGA COUNTY TO ALTER THE STRUCTURE OF THE BOARD OF COMMISSIONERS**

**WHEREAS**, the General Assembly in 1973 enacted legislation uniformly authorizing voters across the state to approve changes to the form of their county government by referendum. The changes authorized included alterations to the size and method of election of their boards of county commissioners. *See* 1973 S.L. 822, enacting N.C. Gen. Stat. § 153A-58 to 64; and

**WHEREAS**, the Watauga County Board of Commissioners has determined that it should exercise that right on behalf of the citizens of Watauga County; and

**WHEREAS**, the Watauga County Board of Commissioners desires to convert its current electoral structure into a structure that allows for both geographic representation across the county through electoral districts and countywide representation through at-large districts; and

**WHEREAS**, the Watauga County Board of Commissioners desires to convert to a structure of three electoral districts and two at-large districts; and

**WHEREAS**, on June 4, 2024, the Watauga County Board of Commissioners, meeting in public, selected the criteria to guide the drawing of the three electoral districts; and

**WHEREAS**, on June 18, 2024, the Watauga County Board of Commissioners, meeting in public, received three proposed plans for the electoral districts identified as \_\_\_\_\_; and

**WHEREAS**, on June 18, 2024, the Watauga County Board of Commissioners, meeting in public, considered and approved the redistricting plan identified as \_\_\_\_\_ and attached hereto; and

**WHEREAS**, the Watauga County Board of Commissioners desires to alter its structure of government and implement the proposed redistricting plan upon approval by the voters.

**NOW, THEREFORE, BE IT RESOLVED** by the Watauga County Board of County Commissioners as follows:

1. The Watauga County Board of Commissioners calls a special referendum on the question of adoption of the alterations at the general election on November 5, 2024;

2. The referendum shall be printed on the ballot as follows:

Shall the structure of the Watauga County Board of Commissioners be altered to three electoral districts, whereby the qualified voters of each district shall nominate candidates and elect members who reside in the district for seats apportioned to that district, and two at-large seats, whereby the qualified voters of the entire county shall nominate candidates and elect members for those two seats?

YES

NO

3. If a majority of the votes cast on the proposition are in the affirmative, the alteration in structure of the Watauga County Board of Commissioners contained in this resolution shall be put into effect.

4. Upon approval by the voters of Watauga County, the boundaries of the three electoral districts for three members of the Watauga County Board of Commissioners are altered to follow the lines depicted on the attached redistricting plan identified as \_\_\_\_\_.

5. The attached plan has been prepared from United States Census Bureau maps and the boundaries have been drawn to follow voting district (VTD) lines. A list of the VTDs in each district is attached for reference and to resolve any issue that might arise concerning the boundaries of the districts.

6. Upon approval by the voters of Watauga County, the 2026 elections will result in \_\_\_\_\_  
[describe which seats are up for election when and how long the terms will be].

8. Upon approval by the voters of Watauga County, the new district boundaries shall be used for the 2026 election of the members of the Board of County Commissioners and for each subsequent election until the boundaries are altered according to law.

9. Upon approval by the voters of Watauga County, a copy of this resolution, with exhibits, and the map showing the district boundaries shall be retained in the office of the Clerk to the Board of County Commissioners.

10. Upon approval by the voters of Watauga County, a copy of this resolution, with exhibits, shall be provided to the Watauga County Board of Elections with the request that the Board of Elections notify residents of applicable changes in the districts in which they vote.

11. Not later than 10 days after the day of approval by the voters, the clerk shall file in the Secretary of State's office, and in the office of the Watauga County Register of Deeds a certified copy of the resolution.

12. This resolution shall become effective upon its adoption and the alteration in structure of the Board of Commissioners shall become effective at the 2026 primary and general election for county offices held after approval of the alteration; and the alteration takes effect on the first Monday in December following the 2026 general election.

ADOPTED BY THE WATAUGA COUNTY BOARD OF COMMISSIONERS  
ON THE \_\_\_\_ DAY OF JUNE, 2024.

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Larry Turnbow, Chairman  
Board of County Commissioners  
Watauga County

ATTEST:

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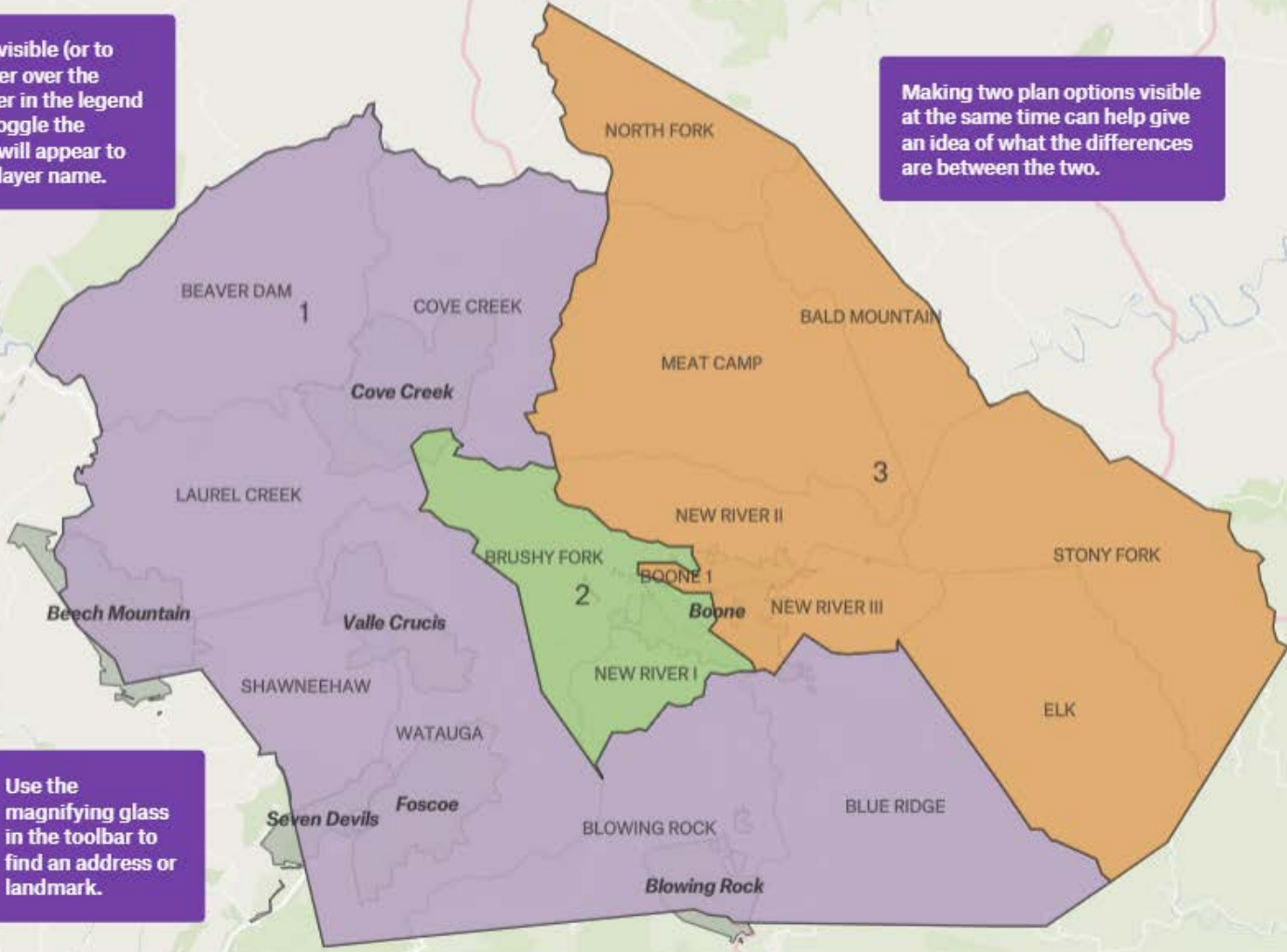
Clerk to the Board of County Commissioners  
Watauga County

# OPTION A

To make layers visible (or to hide them), hover over the name of the layer in the legend to the left and toggle the eye/eyelid that will appear to the right of the layer name.

Making two plan options visible at the same time can help give an idea of what the differences are between the two.

Use the magnifying glass in the toolbar to find an address or landmark.

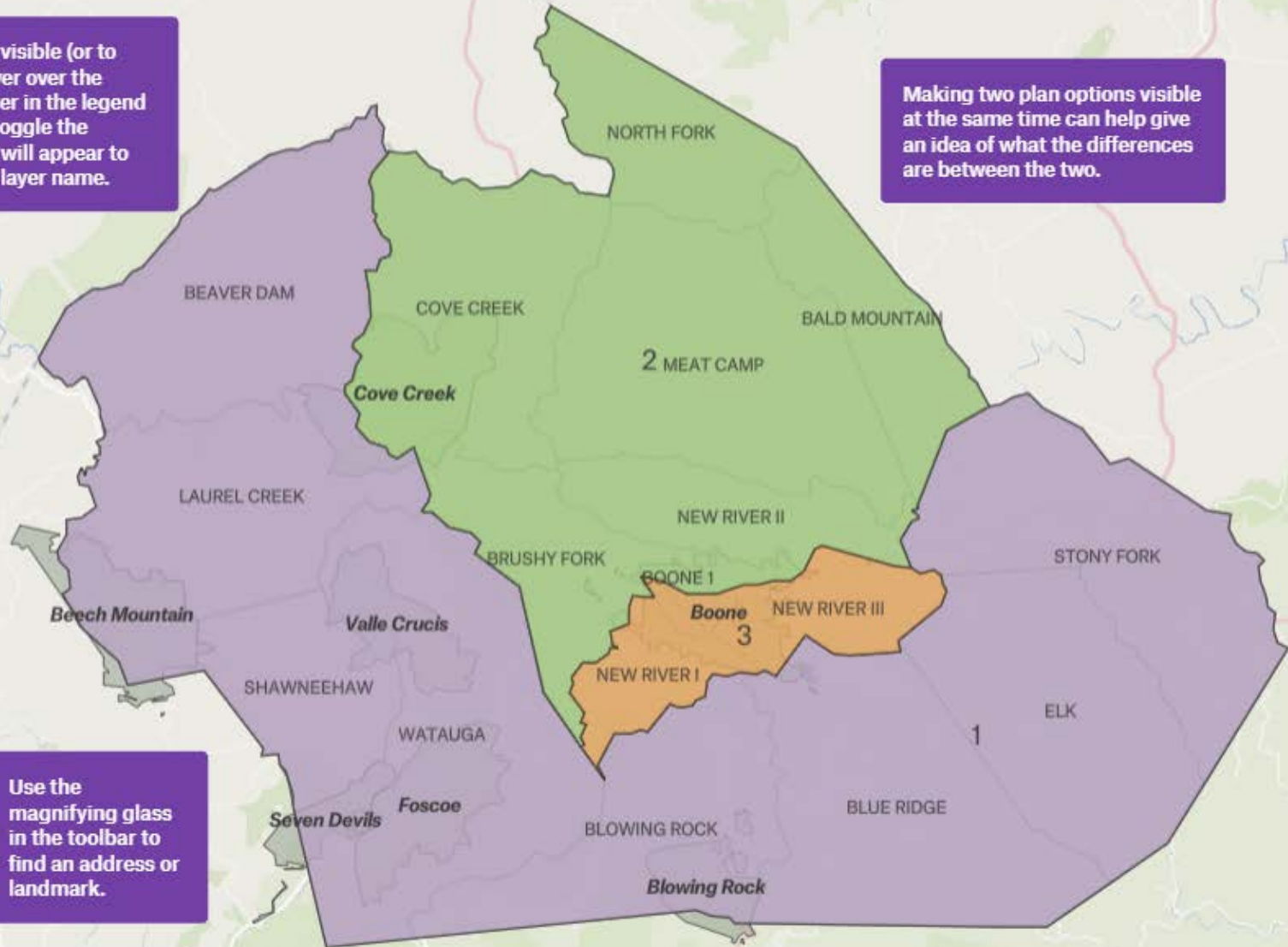


# OPTION B

To make layers visible (or to hide them), hover over the name of the layer in the legend to the left and toggle the eye/eyelid that will appear to the right of the layer name.

Making two plan options visible at the same time can help give an idea of what the differences are between the two.

Use the magnifying glass in the toolbar to find an address or landmark.

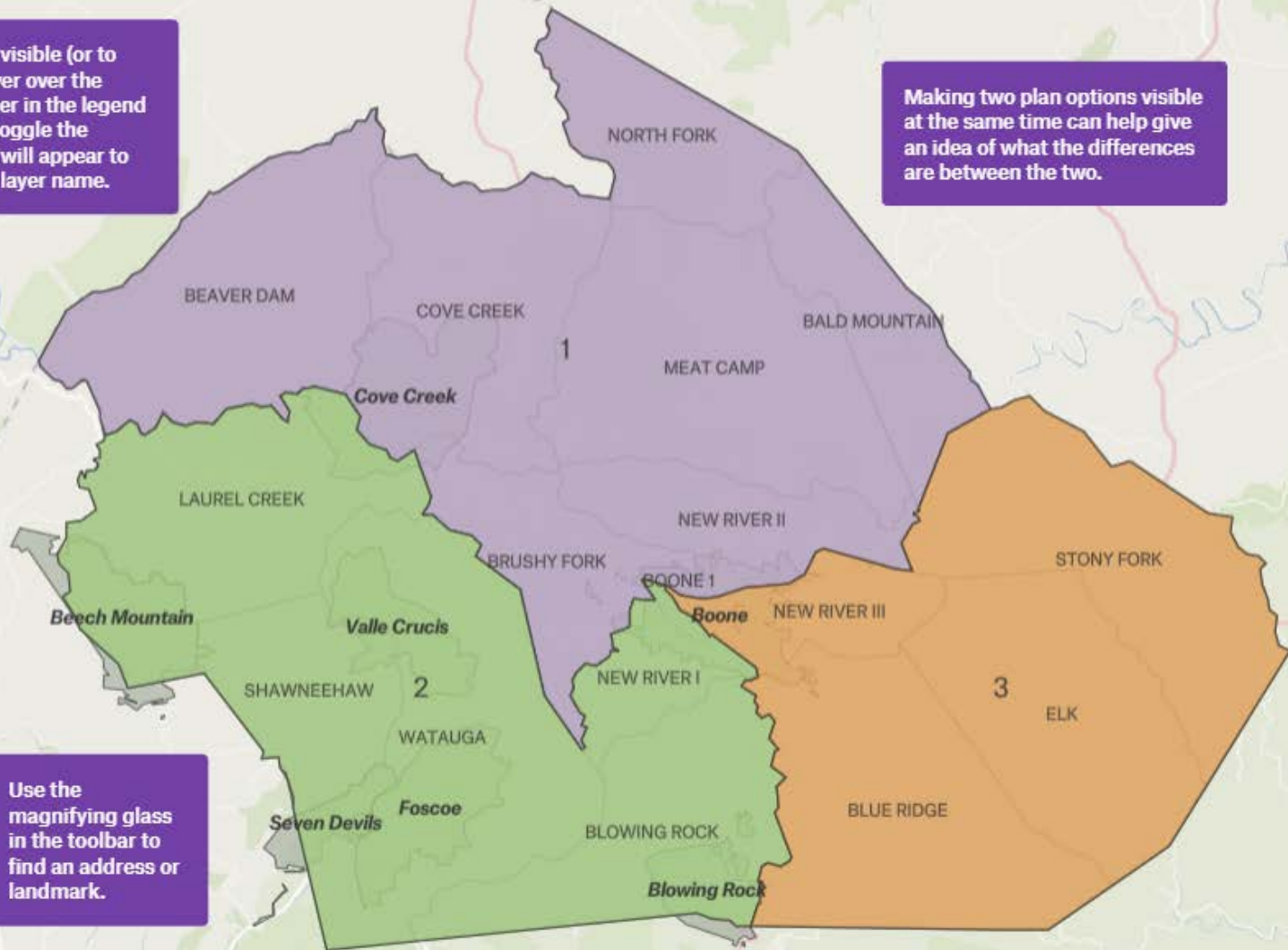




# OPTION C

To make layers visible (or to hide them), hover over the name of the layer in the legend to the left and toggle the eye/eyelid that will appear to the right of the layer name.

Making two plan options visible at the same time can help give an idea of what the differences are between the two.



Use the magnifying glass in the toolbar to find an address or landmark.

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**AGENDA ITEM 12:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*A. Proposed Renewal of NC State Highway Patrol Lease*

**MANAGER’S COMMENTS:**

The lease for office space at the Law Enforcement Center for the North Carolina State Highway Patrol (NCSHP) is scheduled for renewal. The requested renewal amount is the same rate as the current amount of \$4,560 annually. The term of the lease is for a three (3) year period commencing on July 1, 2024 and ending June 30, 2027.

Board action is requested, contingent upon County Attorney review, to approve the lease with the North Carolina State Highway Patrol (NCSHP) from July 1, 2024 to June 30, 2027.



THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between, **COUNTY OF WATAUGA** hereinafter designated as **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**WITNESSETH:**

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

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

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017 and,

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

**Being +/- 365 net square feet of office space located at 184 Hodges Gap Road, Boone, Watauga County, North Carolina. See Attached Exhibit "A" Floor Plan**

**DEPARTMENT OF PUBLIC SAFETY (Highway Patrol)**

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

1. The term of this lease shall be for a period of **three (3) years**, commencing on the **1st day of July 2024** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of June, 2027**.
2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$4,560.00** Dollars per annum, which sum to be payable within five (5) days from receipt of invoice 4227 Mail Service Center, Raleigh, NC 27699-4227

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the reasonable satisfaction of the Lessee:
  - a. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
  - b. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal.
  - c. All utilities, except phone and data.
  - d. Maintenance of lawns, sidewalks, shrubbery, paved areas and common areas is required.
  - e. Adequate Parking.
  - f. All janitorial services and supplies.
  - g. Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
  - h. All fire or safety inspection fees and storm water fee shall be paid by lessor.
  - i. All land transfer tax/fees imposed by the County or Town which the space is located.
  - j. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and "Specifications for Non-Advertised Lease".
4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.
5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee. Occupation of the premises by the Lessee constitutes Lessee's acceptance of the premises.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.
7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.
8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.
9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.
10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.
11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.
12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.
14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States, certified and postage prepaid and addressed as follows: To the Lessor at 814 West King Street, Suite 205, Boone, North Carolina, 28607. The Lessee at 4227 Mail Service Center, Raleigh, North Carolina 27699-4227. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.
15. N.C.G.S. 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**[Remainder of page intentionally left blank; signatures on following pages)**

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

LESSEE:  
STATE OF NORTH CAROLINA

By: \_\_\_\_\_ (SEAL)  
Tymica Dunn,  
Department of Public Safety

LESSOR:  
COUNTY OF WATAUGA

By: \_\_\_\_\_ (SEAL)  
Deron Geouque, County Manager

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and the State aforesaid, do certify that Tymica Dunn, personally came before me this day and acknowledged that she is representing the Department of Public Safety, State of North Carolina, and that by authority duly given and as the act of the Department, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set hand and Notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in the County and for the State aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledge the due execution of the foregoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_

## SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO<sub>2</sub> content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65<sup>0</sup> to a maximum of 75<sup>0</sup>. This is a 24-hour per day, 7 days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. All utilities, except phone and data.
7. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
8. All janitorial service and supplies.
9. Locking hardware is required on the front and rear door only.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
11. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; storm water fees; land transfer tax; common area maintenance and other building operational costs.
12. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State (two keys for each door)
13. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

Lessor agrees with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form PO-28.

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Signature of the Lessor

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Date

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

**NON-ADVERTISED LEASE PROPOSAL**

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

1. NAME OF LESSOR: Watauga County  
 2. LESSOR'S AGENT: Deron Geouque, County Manager

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE:  A. PROPRIETORSHIP  B. PARTNERSHIP  C. CORPORATION  D. GOVERNMENTAL  E. NON-PROFIT  F. \*\*\* (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES  G. OTHER: \_\_\_\_\_ TAX I.D. # \_\_\_\_\_

MAILING ADDRESS: 842 W. King Street, Suite 1  
 CITY: Boone ZIP: 28607  
 PHONE#: 828-265-8000 CELL#: \_\_\_\_\_  
 E-MAIL: Deron.Geouque@watgov.org

3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor)  
 Watauga County Law Enforcement Center  
 STREET ADDRESS CITY COUNTY ZIP CODE  
 184 Hodges Gap Road Boone Watauga 28607

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

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED  
 A. OFFICE 365 B. WAREHOUSE C. OTHER

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

A. DESIRED PROPOSAL

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	365	\$4,560.00	\$12.50	YES	YES	YES	X clientele
WAREHOUSE							X state car
OTHER							
TOTALS			XXXX	XXXX			XXXX

Lessor will provide ( 2 ) employee parking spaces in above proposal at no additional charge to the State.

Comments: (upfit if applicable – continuation on separate blank page)

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

B. OPTIONAL ALTERNATE PROPOSAL NO. 1  
 (FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

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

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

Comments:

7. LEASE TERM: \_\_\_\_\_ YEARS BEGINNING DATE: \_\_\_\_\_

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

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

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

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

Is the proposed building free of hazardous asbestos?  
 YES  NO \_\_\_\_\_

Is the proposed building free of hazardous lead paint?  
 YES  NO \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ DIVISION: \_\_\_\_\_

CITY: \_\_\_\_\_ SQUARE FEET: \_\_\_\_\_ AGENT: \_\_\_\_\_

DATE: \_\_\_\_\_





**AGENDA ITEM 12:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. North Carolina Association of County Commissioners (NCACC) Legislative Goals*****MANAGER'S COMMENTS:**

Per Commissioner request, enclosed is a copy of the NCACC's legislative goals. The top three priorities of the Association in 2023-2024 were:

1. Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.
2. Seek additional revenue sources to address statewide public school and community college capital needs and ensure methods used to distribute school capital funding considers the needs of both low-wealth and growing counties. Revisions to the Needs-Based Public School Capital Fund that will allow for more access to counties and allow for faster school construction to include allowing projects that have not previously been awarded a grant to commence and remain eligible for future grant application periods.
3. Support expansion of Medicaid as well as related funding and operational flexibility for counties to expand county workforce and necessary infrastructure.

**Watauga County Draft Legislative Goals 2024-2025**

1. Amend 105-369(c ) to allow counties to advertise delinquent taxes on the county website in lieu of a general circulation newspaper.
2. Seek additional revenue sources, including a statewide bond referendum and expanded lottery proceeds, and changes to the Needs-Based Public School Capital Fund, to equitably address statewide public school and community college capital challenges.
3. Increase state funding and support legislation for behavioral health services and facilities, including dedicated resources for community paramedicine projects; inpatient crisis beds; substance use disorders; specialty courts; individuals with mental health issues in county jails; and single stream funding for area authorities.
4. Seek legislation to give counties flexibility with use of occupancy taxes.

Staff seeks direction from the Board on the top three legislative goals that they would like to submit to the Association for consideration and ranking.

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**AGENDA ITEM 12:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*C. July Meeting Schedule*

**MANAGER'S COMMENTS:**

Historically, only one meeting has been held in July due to all the work which has been done on the budget as well as the July 4<sup>th</sup> holiday. Also, historically, at the beginning of a new fiscal year there is limited business for the Board's consideration. The Manager recommends cancelling the first meeting in July (Tuesday the 2nd) and holding the second meeting as currently scheduled for the third Tuesday which is July 16.

Direction from the Board is requested.

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**AGENDA ITEM 12:****MISCELLANEOUS ADMINISTRATIVE MATTERS***D. Boards and Commissions***MANAGER'S COMMENTS:***Workforce Development Board*

Ms. Misty Bishop-Price with the High Country Council of Governments Workforce Development Board (WDB) has indicated that Ms. Jessica Auten's appointment as a private sector member representing Watauga County will end on June 30, 2024. A new appointment will be needed to fill this position as Ms. Auten has not been able to participate. The only person who has expressed interest in serving at this time is Mr. JD Kern who works with Blue Ridge Realty and is very involved in both the Boone and Blowing Rock Chambers of Commerce. However, Mr. Kern resides in Banner Elk. Ms. Bishop-Price stated that this has happened on the WDB where members represent one county while living in another. This is the second reading for Mr. Kern and no other applications have been received at this time.

**Anita.Fogle**

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**From:** Misty Price <misty.bishopprice@highcountrywdb.com>  
**Sent:** Tuesday, May 28, 2024 4:06 PM  
**To:** Anita.Fogle  
**Cc:** Larry Turnbow; Deron.Geouque  
**Subject:** Watauga Workforce Development Board member appointment

Good afternoon, Anita—was nice talking with you this afternoon! Deron—sorry we keep missing each other!

To follow-up on our discussion, your private sector member Jessica Auten's term is expiring June 30, 2024 and will need to be replaced by another private sector member. Unfortunately, Jessica has not been able to actively participate and will need a new appointment for this seat. As a reminder, your other private sector member is Tara Brossa/Hampton Inn with term expiring June 2025.

I will also reach out to our partners for suggestions on someone but it may be good to also include this as a discussion in your next meeting that a new private sector member is needed in case someone has a suggestion/contact. As we have discussed at our Consortium meetings, the state is closely reviewing our WDB membership this year and has said workforce funding will not be released without a compliant board.

Each county has two private sector members who are officially appointed by their local county. Members should be in a leadership position within their company and have a general interest in workforce development. We typically meet every other month in Boone.

As I mentioned to Commissioner Turnbow, JD Kern is interested in serving who works with Blue Ridge Realty and very involved in in Boone/Blowing Rock Chambers—however, he resides in Banner Elk. We have seen counties where this has happened before and where counties prefer they work and live in their county.

Please let me know if you have any questions or need additional information—we really appreciate your time in filling this seat. If I get any suggestions, I will also pass them along to you.

Have a great evening!

Thanks,  
 Misty Bishop-Price  
 High Country Workforce Development Board



468 New Market Blvd.  
 Boone, NC 28607  
 828.265.5434 ext. 119

*Services and activities funded by the High Country Workforce Development Board are equal opportunity employers/programs. Auxiliary aids and services are available upon request to persons with disabilities. To place a free relay call in North Carolina, dial 711.*

**AGENDA ITEM 12:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*E. Announcements*

**MANAGER'S COMMENTS:**

**AGENDA ITEM 13:**

**BREAK**



**AGENDA ITEM 14:**

**CLOSED SESSION**

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

**AGENDA ITEM 15:**

**POSSIBLE ACTION AFTER CLOSED SESSION**