

TENTATIVE AGENDA AND MEETING NOTICE
WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, NOVEMBER 4, 2025 AT 5:30 PM
WATAUGA COUNTY RECREATION CENTER
COMMUNITY ROOM

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES		2
		▪ OCTOBER 21, 2025, REGULAR MEETING		
		▪ OCTOBER 21, 2025, CLOSED SESSION		
	3	APPROVAL OF THE NOVEMBER 4, 2025, AGENDA		12
5:35	4	PUBLIC COMMENT	CHAIRMAN EGGERS	13
		▪ WILL LAST UP TO ONE HOUR, DEPENDING ON THE NUMBER OF SPEAKERS		
5:40	5	ACCEPTANCE OF 2025 TOBACCO TRUST FUND COMMISSION GRANT AWARD	RICHARD BOYLAN	14
5:45	6	MAINTENANCE MATTERS	ROBERT MARSH	
		A. VEHICLE PURCHASE		32
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5:55	8	ACCEPTANCE OF BOND – MAPLE VIEW LANE	JASON WALKER	44
6:00	9	PURCHASE OF 2025 JOHN DEERE DOZER – SANITATION DEPARTMENT	CHRIS MARRIOTT	52
6:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS	DERON GEOUQUE	
		A. INMATE CATASTROPHIC INSURANCE CONTRACT		60
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6:25	13	CLOSED SESSION		74
		▪ ATTORNEY-CLIENT MATTERS PER G. S. § 143-318.11(A)(3)		
		▪ LAND ACQUISITION PER G.S. § 143-318.11(A)(5)		
6:35	14	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

October 21, 2025, Regular Meeting

October 21, 2025, Closed Session

MEETING MINUTES
WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, OCTOBER 21, 2025

The Watauga County Board of Commissioners held a regular meeting on Tuesday, October 21, 2025, at 5:30 P.M. in the Community Room located in the Watauga County Recreation Center in Boone, North Carolina.

1. CALL REGULAR MEETING TO ORDER

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

PRESENT: Braxton Eggers, Chairman
 Todd Castle, Vice-Chairman
 Emily Greene, Commissioner
 Tim Hodges, Commissioner
 Ronnie Marsh, Commissioner
 Andrea Miller, County Attorney
 Deron Geouque, County Manager
 Katie Hancock, Clerk to the Board

Commissioner Hodges offered a prayer and Commissioner Marsh led the Pledge of Allegiance.

2. APPROVAL OF MINUTES

Chairman Eggers presented the October 7, 2025, regular and closed session meeting minutes.

Chairman Eggers requested a correction under Section 4: Public Comment, noting that Donna Lisenby's name was misspelled.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve the October 7, 2025, regular meeting minutes as amended.

VOTE: Aye – 5
 Nay – 0

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve the October 7, 2025, closed session minutes as presented.

VOTE: Aye – 5
 Nay – 0

3. APPROVAL OF AGENDA

Chairman Eggers called for additions or corrections to the October 21, 2025, agenda.

County Manager Geouque requested the following additions:

- Agenda Item 12 to include the following:
 - B. Recommended Contract Award for Employee Dental and Life Insurance

Commissioner Marsh, seconded by Commissioner Greene, moved to approve the October 21, 2025, agenda as amended.

VOTE: Aye – 5
Nay – 0

4. PUBLIC COMMENT

- **Walker Stone**, a resident of Boone, NC, spoke regarding roadway safety concerns, citing that 30 people in Watauga County have died in nighttime crashes between 2019 and 2023. While acknowledging that distracted driving is a factor, he emphasized that poor lane markings and limited nighttime visibility contribute significantly to the problem. Mr. Stone urged the County to consider the use of retroreflective paint to improve road markings, noting data from Georgia showing that this measure substantially reduces nighttime crashes.
- **Brian Juneau** expressed appreciation to the Board for their work, noting that it is often a thankless job. He also thanked April Goodman, Director of Veterans Services, for her efforts in supporting veterans. Mr. Juneau voiced his support for the proposed communications tower and shared concerns about any potential attempts to redistrict the county. He stated that allocating funds toward such efforts would be a waste of the county's resources and emphasized the importance of allowing citizens to vote and express their concerns fairly.
- **Linda Byrd** thanked the Board for their service and spoke regarding the use of taxpayer funds for the ongoing lawsuit. She stated that the county supported the actions in question and that Senator Ralph Hise was acting in accordance with the county's interests. Ms. Byrd expressed her belief that no voters had been disenfranchised and that the previous Board had spent taxpayer money on a "personal fight." She stated that she hated to see the Board experience such conflict and encouraged members to focus on the needs of the county rather than lawsuits.

5. NORTHERN PEAKS STATE TRAIL 2025 UPDATE

Jordan Sellers, Northern Peaks State Trail Coordinator with the Blue Ridge Conservancy, provided an update on the progress of the Northern Peaks State Trail during 2025, including current construction status, funding progress, and next steps for trail development within Watauga County.

David Ray, recently appointed Executive Director of the Conservancy, was introduced at the meeting. Mr. Ray noted he has been with the Conservancy for two months and expressed enthusiasm for working with the Board and community. He highlighted the organization's motto, "Saving the Places You Love," and remarked that the Watauga County Recreation Center exemplifies the county's vision. He stated his goal of serving both the Board and constituents and expressed hope to get to know each commissioner.

Mr. Sellers presented slides detailing trail construction progress. During discussion, Vice-Chairman Castle inquired about extending the Virginia Creek Trail into West Jefferson. Mr. Sellers explained that the extension is complicated by 130–150 private property parcels. While the project is not currently a priority, the Conservancy continues to explore ways to complete it.

Commissioner Marsh inquired about coordinating with the Conservancy to identify potential sites for future communications towers that may help address void areas between Todd, Meat Camp, and Ashe County. Mr. Sellers explained that such a conversation would need to involve the Department of Natural and Cultural Resources, but the Conservancy would be willing to help facilitate it.

The presentation was for informational purposes only, and no action was required by the Board.

6. APPALCART FY26 ROAP GRANT APPLICATION AND UPDATE

Mr. Craig Hughes, Transportation Director for AppalCART, provided an update on system operations and presented the FY 2026 Rural Operating Assistance Program (ROAP) application. He reported that AppalCART is one of the most cost-effective transit systems in the state and that ridership has rebounded from last year, averaging over 40 trips per hour during the fall semester and 9,000–11,000 trips per day. Additionally, Mr. Hughes noted plans to replace four buses with electric vehicles. He then reviewed the FY 2026 ROAP allocation for Watauga County, totaling \$181,556, a reduction from the prior year. Funding is divided among EDTAP – \$74,414, EMPL – \$12,449, and RGP – \$94,693. A committee consisting of representatives from Watauga County Project on Aging, Department of Social Services, Watauga Opportunities, Inc., and AppalCART recommended transferring \$25,000 from RGP to EDTAP to better meet local needs.

During discussion, Commissioner Marsh commended Mr. Hughes for his work, and Vice-Chairman Castle asked whether Project on Aging had seen an increase in demand for AppalCART’s services. Both Mr. Hughes and Project on Aging Director, Angie Boitnotte, confirmed that they had.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the FY 2026 ROAP application.

VOTE: Aye – 5
Nay – 0

7. RISE CALDWELL-WATAUGA PROGRAM

Mr. Joe Furman, Director of Economic Development for the Boone Area Chamber of Commerce, provided an overview of the new RISE Caldwell-Watauga program, a regional partnership between CCC&TI, Caldwell County Schools, Watauga County Schools, and the economic development commissions of both counties. Scheduled to launch in January 2026, the program will promote work-based learning opportunities for high school and community college students, including pre-apprenticeships and apprenticeships in high-demand fields such as health care, hospitality, construction trades, and manufacturing. Mr. Furman noted that CCC&TI recently

completed a new training facility on its Watauga Campus to support health care and construction trades programs and highlighted the program's alignment with MyFutureNC goals to increase post-secondary degrees and credentials.

Tara Brossa, Executive Director of the program, outlined goals and implementation plans. She described stipends for both students and businesses, noting that students can earn a community college degree tuition-free. The program is performance-based, designed to actively engage students and provide meaningful outcomes for both participants and employers. During discussion, Chairman Eggers praised the initiative, Commissioner Greene noted participation is already near target, and Commissioner Hodges highlighted the benefit for students who want to remain in the community. Ms. Brossa explained that businesses are proactively joining the program and that she plans to visit local employers directly to ensure both students and businesses have the resources needed for success.

The presentation was for informational purposes only, and no action was required by the Board.

8. NC DEPARTMENT OF MILITARY AND VETERANS AFFAIRS GRANT FOR VETERANS SERVICES

Ms. April Goodman, Director of Veterans Services, requested Board approval to submit an application for the North Carolina Department of Military and Veterans Affairs Grant. She explained that the grant funds will be used to support advertising, software, educational programs, and outreach materials designed to enhance services for veterans residing in Watauga County. Ms. Goodman noted that advertising efforts help veterans advocate for themselves, particularly those living with dementia, and highlighted the importance of adding a personal touch, such as sending cards to widows and family members. During discussion, Chairman Eggers commended Ms. Goodman for her leadership.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve the submission of the application for the NC Department of Military and Veterans Affairs Grant.

VOTE: Aye – 5
Nay – 0

9. DEPARTMENT OF SOCIAL SERVICES – FOSTER CARE PLACEMENT CHALLENGES

Mr. Tom Hughes, Social Services Director, provided an update on the ongoing foster care placement crisis affecting the Department of Social Services (DSS). He explained that placement options across the state have become increasingly limited, resulting in instances where children have remained overnight in the DSS facility, which is not designed or equipped for residential care. Staff have demonstrated exceptional dedication, with supervisors and social workers remaining on-site around the clock to ensure children's safety. Mr. Hughes expressed gratitude for their commitment and noted that recent compensation for this additional work had a positive impact on morale.

He discussed potential solutions, including the purchase or use of a County-owned home, a partnership with Isaiah 117 House, or repurposing an existing position into a Family Support

Worker role to assist without additional cost to the County. However, he cautioned that none of these options would offer an immediate fix. Mr. Hughes also referenced ongoing conversations with Healthy Blue, which may take on a broader role in placement coordination statewide beginning in early 2026.

During discussion, Chairman Eggers emphasized that Watauga County is not alone in facing this challenge, noting that all counties represented at a recent High Country Council of Governments meeting reported similar issues. He encouraged continued collaboration with regional partners to identify potential shared solutions.

The presentation was for informational purposes only, and no action was required by the Board.

10. EMERGENCY SERVICES MATTERS

A. Bid Award Request for Powder Horn Tower

Mr. Will Holt, Emergency Services Director, presented the bid results for the Powder Horn Tower project. Three proposals were received from K-Co Enterprises, Inc., Built Construction LLC, and Custom Tower. Following review, staff recommended K-Co Enterprises, Inc. as the lowest responsive bidder. The County's radio system consultant and primary site contractor both reported prior positive experience with the firm.

The total project cost is \$251,366.50, with an additional \$3,000 per cubic yard for rock removal, if required. Sufficient funds are available in the simulcast system construction budget to cover the expense.

During discussion, Chairman Eggers noted that, after consultation with the County Attorney, the County has the authority to construct the tower. He stated that the decision was not taken lightly but must reflect what is best for the County as a whole. Commissioner Marsh echoed that sentiment, emphasizing the need to provide reliable communications for Watauga County's approximately 54,000 residents.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to award the bid for the Powder Horn Tower to K-Co Enterprises, Inc. in the amount of \$251,366.50, plus \$3,000 per cubic yard for rock removal, if required.

VOTE: Aye – 5
Nay – 0

B. ZOLL Equipment Purchase

Mr. Will Holt, Emergency Services Director, requested approval to purchase 13 ZOLL Zenix cardiac monitor/defibrillators for the EMS fleet at a total cost of \$909,869.18. The equipment will enhance Watauga Medics' capabilities and includes RescueNet Live for real-time hospital communication, a five-year warranty, and a comprehensive service plan covering parts, labor, and maintenance. Funds are available in the approved capital project budget.

Mr. Holt noted that the RescueNet system will integrate with Epic for improved patient care coordination. Commissioner Marsh commented that the monitors are among the most important tools carried on ambulances.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the purchase of 13 ZOLL Zenix cardiac monitor/defibrillators from ZOLL Medical Corporation in the amount of \$909,869.18.

VOTE: Aye – 5
Nay – 0

C. Ambulance Purchase

Mr. Will Holt, Emergency Services Director, requested approval to purchase a 2025 Ford F-350 4x4 Type I ambulance from American Emergency Vehicles (AEV) at a cost of \$256,192. The vehicle is a stock unit available through the HGAC competitive procurement group and was offered to the County before release to other agencies. Funds are available in the approved capital project budget.

County Manager Geouque noted that AEV has given the County until the next Board meeting (November 4, 2025) to make a decision and suggested the Board consider the matter following Closed Session.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to amend the agenda to include possible action after Closed Session.

VOTE: Aye – 5
Nay – 0

D. New Facility Console Purchase

Mr. Will Holt, Emergency Services Director, requested approval to purchase six communications consoles for the new communications center at a total cost of \$131,156.97. The purchase includes the consoles and all associated mounting systems for radios, phones, and monitors at each telecommunicator workstation. Funds are available in the 911 Emergency Telephone Surcharge Fund as part of the ongoing capital project.

During discussion, Vice-Chairman Castle inquired about the telephone provider, and Mr. Holt confirmed that AT&T is required. Additionally, Mr. Holt introduced Mr. Juan Bowen, the newly hired Emergency Medical Services Chief.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve the purchase of six communications consoles from Sustema in the amount of \$131,156.97.

VOTE: Aye – 5
Nay – 0

Following the vote, Chairman Eggers welcomed Mr. Bowen, stating, “We are excited to have you, Mr. Bowen.”

11. TAX MATTERS

A. Monthly Collections Report

Mr. Tyler Rash, Tax Administrator, presented the September 2025 Monthly Collections Report.

The report was presented for informational purposes only, and no Board action was required.

B. Refunds and Releases

Mr. Rash, presented the September 2025 Refunds and Releases Report for Board approval.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to accept the September 2025 Refunds and Releases Report.

VOTE: Aye – 5
Nay – 0

12. MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Boards and Commissions

Volunteer Application for Advisory Committees – Phillip Hardin

The County received a volunteer application from Phillip Hardin of Banner Elk (Shawneehaw Township) for the Watauga County Board of Adjustment or the Social Services Board.

Mr. Hardin is the Economic Services Director for Buncombe County Health and Human Services with 37 years in social services, including time as a DSS Director. He also served 12 years on the City of Asheville Board of Adjustment, including four years as Chair.

Currently, there is one vacancy on the Board of Adjustment and no vacancies on the Social Services Board.

This item was presented as a first reading, and no Board action was required.

During discussion, the Board reviewed the volunteer application process. Chairman Eggers asked how applications are vetted, and County Manager Geouque explained that the Board of Commissioners handles vetting. Commissioner Marsh emphasized the need for a structured process, and Commissioner Greene suggested adding a line item for background checks. The Board agreed that all volunteer applications should include a background check and that a clear vetting process should be developed.

B. Recommended Contract Award for Employee Dental and Life Insurance

Updated renewal rates were received for dental and life insurance benefits for County employees. United Healthcare offered a dental plan with a 6.9% increase and no major benefit changes, providing savings on the medical plan. MetLife provided basic and voluntary life insurance at current rates with a three-year rate lock.

During discussion, County Manager Geouque noted the successful negotiations and rate lock, and Commissioner Marsh highlighted ongoing healthcare cost pressures.

Commissioner Marsh, seconded by Commissioner Greene, moved to approve the use of United Healthcare for dental insurance, with a 6.9% rate increase for the 2026 plan year, and MetLife for basic and voluntary life insurance benefits with no change to current premiums and a three (3) year rate lock.

VOTE: Aye – 5
Nay – 0

13. COMMISSIONER COMMENTS

- **Commissioner Greene** expressed excitement about the Valle Crucis School opening and thanked Mr. Holt and Mr. Bowen for their work responding to recent accidents.
- **Vice-Chairman Castle** echoed the excitement about Valle Crucis School following a lengthy process.
- **County Manager Geouque** announced that the majority of the Board may attend the Trunk or Treat event hosted by Watauga County Parks and Recreation on Sunday, October 26, 2025; no official business will be discussed.

14. CLOSED SESSION

At 7:04 PM, Vice-Chairman Castle, seconded by Commissioner Hodges, made a motion to go into Closed Session pursuant to G.S. § 143-318.11(a)(3) to discuss attorney-client privileged matters, § 143-318.11(a)(5) to consider matters related to land acquisition, and § 143-318.11(a)(1) to discuss personnel matters.

VOTE: Aye – 5
Nay – 0

At 8:17 PM, Vice-Chairman Castle, seconded by Commissioner Hodges, moved to resume the open meeting.

VOTE: Aye – 5
Nay – 0

15. POSSIBLE ACTION AFTER CLOSED SESSION

No action was taken.

16. ADJOURN

At 8:18 PM, Commissioner Marsh, seconded by Vice-Chairman Castle, moved to adjourn the meeting.

VOTE: Aye – 5
Nay – 0

Braxton Eggers, Chairman

ATTEST: Katie Hancock, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE NOVEMBER 4, 2025, AGENDA

AGENDA ITEM 4:

PUBLIC COMMENT

MANAGER'S COMMENTS:

Public Comment is scheduled for up to one hour, depending on the number of speakers.

AGENDA ITEM 5:

ACCEPTANCE OF 2025 TOBACCO TRUST FUND COMMISSION GRANT AWARD

MANAGER’S COMMENTS:

Mr. Richard Boylan, Area Specialized Agent in Agriculture with the NC Cooperative Extension, has been awarded a 2025 Tobacco Trust Fund Commission grant titled “Small Farm Equipment for NWNC” in the amount of \$46,906.15. The funding will support the expansion of the shared-use farm equipment program serving new and small-scale farmers in Watauga and surrounding counties.

The County is required to execute the grant contract to accept the award. There is no County match required.

Board action is requested to approve acceptance of the Tobacco Trust Fund Commission grant and authorize the County Manager to sign the necessary documents.



IMPORTANT REQUIREMENTS FOR 2025 GRANTS MANAGEMENT

The items below are not all-inclusive. Additional requirements are contained in the contract and related documents. Note that the requirements contained here as well as in the Grantee Contract, Scope of Services and related documents also pertain to all Subgrantees associated with the project.

1. The contract signer/organization assumes all responsibility for grants management. This includes projects where funds are passed through to another organization for project implementation.
2. **CHANGES**: Any changes in the scope or budget of the project must have prior written approval from the NCTTFC Board. All expenditures must be made within the accepted budget and line items. If a change in expenditures is deemed necessary for project implementation, **do not** deviate from the approved expenses until and unless a budget revision is approved by the NCTTFC Board and proper documentation has been received from NCTTFC staff.
3. **PERFORMANCE**: You must notify the NCTTFC in case of non-ability to perform and/or loss of other funding. This includes all funding sources listed in the original grant request or as identified in Exhibit A, Scope of Services. Grant funds can only be used for the project as approved in the Scope of Services.
4. **REPORTS**: Semi-annual Reports are due on the 15th of January and July. Reports may be required more frequently if TTFC Staff finds this necessary. Expense reimbursements may be withheld until delinquent documents are filed. Final Reports are due 30 days after the project's end date. **Five percent of grant funds are held back subject to satisfactory submission of the final report.**
5. **ACKNOWLEDGEMENT of NCTTFC Support**: All project publications, reports, printed materials (brochures, signs) and websites related to the project shall contain an acknowledgement of the NCTTFC's support by use of an approved NCTTFC logo and/or a statement of support. All video and audio (commercials, interviews, etc.) shall recognize the NCTTFC as a project supporter. **The grantee must allow the NCTTFC Program Officer to proof applicable items prior to release.** By not consulting with NCTTFC, grantee understands that reimbursement funds could be withheld if the NCTTFC determines there was insufficient acknowledgement.
6. **RECORDS**: The Grantee will maintain records for 5 years after the grant's conclusion. The responsible entity is the contract signer/organization.

7. The Grantee must comply with all requirements of the Office of State Budget & Management by filing required audit reports. This does not apply to units of federal, state, county or local government.

Acknowledgement

I have read and understand the requirements presented in this document.

Print Name

Signature

Date

Title

Organization

☐

Check Box if an electronic signature.

EXHIBIT A

SCOPE OF SERVICES

PROJECT: 2025-051-26

CONTRACT END DATE: 11/30/2026

GRANT AMOUNT: \$46,906.15



GRANTEE: Watauga County

PROJECT: Small Farm Equipment for NWNC

Watauga County, a Local Government Unit (town, country office) headquartered in **Boone**, hereinafter called "GRANTEE," shall carry out the terms of this SCOPE OF SERVICES as follows:

This is a "Qualified Agricultural Program" (QAP) project that supports and fosters the vitality and solvency of a tobacco-related sector by providing shared-use farm equipment program by adding two wheeled-tractors and implements available for growers. The jobs created and sustained, in addition to the value of the goods manufactured, alleviate unemployment, preserves and increases the tax base will ultimately encourage the economic stability of the region.

FUNDING STIPULATION(S):

Signage on the shed will include acknowledgement of the NCTTFC support and will require approval by the NCTTFC.

This project's budget will cover costs associated with:

- **Small tractors and attachments, lime spreader, handling equipment (Equipment)**
- **Construction of shed including site prep, all constructions items, contractor, gravel and grading, etc. (Capital Improvement)**
- **Tools and supplies for maintenance (Supplies)**

BUDGET: (Lists each budget line item and amounts)

Personnel Amount	\$0.00
Travel Amount	\$0.00
Equipment Amount	\$37,048.79
Administration Amount	\$0.00
Capital Improvement Amount	\$7,857.36
Supplies Amount	\$2,000.00
Cost Share Amount	\$0.00

Other	\$0.00
TOTAL	\$46,906.15

ABSTRACT:

Project Description

Watauga County, NC will be the contracting agent, with Watauga County Cooperative Extension leading and executing the project.

Watauga County Cooperative Extension will build upon its successful shared-use farm equipment program by adding two wheeled-tractors and implements available for growers to use for sustainable soils management such as liming and fertilizing soils, appropriate tillage, cover crop seeding, organically-acceptable cover crop termination, and mulching. This project will add to the range of equipment Watauga County is able to offer area growers, and enhance its storage, handling, and maintenance such that its useful lifespan can be extended through the next seven years.

PROJECT GOALS AND OBJECTIVES:

1. Small farms, new and young farmers, and those farmers seeking more sustainable practices in a six-county, northwest NC region will access two wheel tractor equipment for better tillage and cover crop purposes.
2. Ongoing relationships between Cooperative Extension and small, innovative farms in the region will increase in number and deepen in quality.
3. Access to innovative, two-wheel tractor based tillage and cover crop equipment will lead to an increase in cover cropping, smart tillage, and soil regeneration.

TIME LINE:

DATE	EVENT
9/1/2025 - 10/31/2025	Enhance existing storage shed area in advance of BCS equipment arrival.
11/1/2025 - 11/30/2025	Finish-grade site for additional shed. Add geotextile cloth and gravel to shed pad.
11/15/2025 - 1/15/2026	Order and take delivery of additional storage shed, gantry, and other handling equipment. Set up gantry and handling equipment to be able to lift heavy equipment onto and off of the three equipment trailers owned by Watauga Soil & Water and one equipment trailer owned by Watauga Cooperative Extension.
1/15/2026 - 3/15/2026	Order and take delivery of BCS tractors and implements. Purchase tools and supplies for maintenance and lubrication locally. Set-up equipment for rental program.

3/15/2026 - 5/15/2026	Organize, promote, and lead first BCS equipment workshop for safe equipment usage, smart tillage, and cover crop establishment training
5/1/2026 - 11/30/2026	Promote the opportunity for one-on-one training sessions in safe and effective use of BCS and related equipment (one-on-one training sessions to begin following the group workshop date)
4/1/2026 - 4/15/2026	Develop equipment rental evaluation forms to collect data on tillage practices employed, species and extent of cover crop establishment, and future needs.
4/15/2026 - 11/30/2026 & beyond	Begin equipment rentals, with carve-outs in the calendar for planned workshops and scheduled maintenance.
11/1/2026 - 11/30/2026 & beyond	Collate data provided by growers on tillage practices employed, species and extent of cover crop establishment, and future needs.
11/1/2026 - 11/30/2026 & beyond	Assess equipment wear & tear, plus routine maintenance expenses. Adjust rental rates for 2027 based on these and any additional anticipated expenses, with a goal of long-term sustainability in this program

IMPACT TABLE:

PROJECTED IMPACTS BY ENDING DATE OF PROJECT	AMOUNT
Jobs Created (Permanent/Temporary)	6
Jobs Sustained (Permanent/Temporary)	12
Workers Re-Employed	6
Former Quota Holders Assisted	2
Current or Former Tobacco Farmers Assisted	1
Amount of New Income for Former Tobacco Workers	\$12,000.00
Number of Workers with Upgraded Skills	6
Persons Receiving Increased Educational Training	25
Total Number of People Served	25
Acres of Farmland Protected/Impacted	50
Acres of New Crop Production	4
Volume of Product Produced/Distributed/Sold	0
Value of Product Produced/Distributed/Sold	\$0.00
Actual Dollars Leveraged from Other Sources (not in-kind contributions)	\$16,164.00
State Tax Revenue Generated	\$3,000.00
Number of online engagements	300

PROJECT EVALUATION:

The project will be evaluated semiannually by the projected impacts stated on the Impact Table and accomplishing the projects Objectives, as well as other measurements as requested through NCTTFC reports.

TTFC RECOGNITION:

GRANTEE shall recognize the NC Tobacco Trust Fund Commission as a supporter of this project on news releases to local media outlets, on the GRANTEE's website, promotional materials, any advertising campaigns, events, and other materials used in this project. The NCTTFC will provide a Logo Specification Guidelines to the GRANTEE.

PROJECT REPORTING & FUNDING REQUESTS:

GRANTEE shall adhere to the terms and conditions contained in the Grant Agreement, which includes filing semiannual reports within 15 days of January 1st and July 1st by using the form shown in Exhibit B to the agreement. This report should also include photos, printed materials, etc., which help to further explain the results of the project. Within 30 days of completion of the project, GRANTEE shall provide a final report detailing the project's activities and accomplishments.

GRANTEE shall also report documented project expenditures and request funds as previously agreed upon in Section V of the contract agreement by using Financial Request Form - Exhibit C. Reimbursements may be requested no more frequently than monthly.

GRANT APPLICATION INCORPORATED BY REFERENCE:

The GRANTEE's grant application submitted for this project is herein incorporated by reference. Satisfactory progress on this project shall be measured by this scope of services which includes services as presented in the application.

To the extent there is a conflict among the provisions of the grant application, the Grant Agreement or this Scope of Services statement, provisions of the Grant Agreement shall first control, then provisions of this Scope of Services statement shall control and finally provisions of the grant application shall control.

CONTRACT REVISIONS:

Requests to change the project's Scope of Services, budget line items or ending date must be submitted in writing to the staff of the NC Tobacco Trust Fund Commission. All requests will be reviewed by the NC Tobacco Trust Fund Commission Board during its quarterly meeting and grantees will be notified in writing of its decision. **Please note that board notifications may take up to 90 days.**

Grant agreement between the North Carolina Tobacco Trust Fund Commission and the Watauga County

This Grant Agreement ("the Agreement") is entered into this 1st day of November, 2025 ("Effective Date") by and between the **North Carolina Tobacco Trust Fund Commission** ("the Commission"), an agency of the State of North Carolina organized pursuant to Article 75 of Chapter 143 of the NC General Statutes and the **Watauga County**, an **Local Government Unit (town, country office)** with its principal place of business in **Boone, NC, 28607** ("the Grantee") (together "the Parties" and each in the singular "the Party").

The Grantee's fiscal year is **July - June**.

In consideration of mutual promises and such other valuable consideration as is set out in this Agreement, the legal adequacy and sufficiency of which the Parties hereby acknowledge, the Parties do mutually agree to the following:

Section I. Term.

This Agreement shall commence on the Effective Date and shall terminate on or before **11/30/2026** ("Termination Date"), unless sooner terminated pursuant to this Agreement.

Section II. Scope of the Grant.

- A. In executing this Project titled "Small Farm Equipment for NWNC", the Grantee shall develop, perform and complete the work set out in the Project Scope of Services contained in Exhibit A. Exhibit A, which incorporates the Grantee's application for the Project, is expressly incorporated by reference and is made a part of this Agreement. The Grantee's application for the Project is therefore also incorporated by reference and made a part of this Agreement.
- B. If there is a conflict among or between this Grant Agreement, the Project Scope of Services contained in Exhibit A, or the Grantee's application for the Project, provisions of this Grant Agreement shall first control, then provisions of Exhibit A, Scope of Services shall control, and finally the Grantee's application shall control.
- C. If the Grantee uses any of the funds disbursed from the Commission under this Agreement to grant funds to other entities as part of the Project ("Subgrantees"), it must require its Subgrantees to comply with certain reporting requirements of Section VII of this Agreement and certain record keeping provisions of Section VIII of this Agreement, all as set forth below. Subgrantees must also comply with certain parts of Sections IV, V, VII, VIII, IX, XII and XV of this Agreement, as is provided for in those Sections.

Section III. Changes in the Project.

- A. The Commission must authorize any changes with respect to the Project in writing including any changes the Grantee requests be made to budgeted line items as provided in Exhibit A, attached hereto. **The Grantee may not make changes to budgeted line items without first getting written authorization from the Commission.** Written requests for extending the contract's ending date should be submitted to the Commission a minimum of 90 days before or in advance of the existing end date.
- B. The Grantee shall immediately notify the Commission of any change in conditions or applicable law or any other event which may significantly affect its ability to perform the Project in accordance with the provisions of Section II above, including but not limited to loss of other funding. In the event of any such significant change, the Commission reserves the right to

terminate this Agreement.

- C. If within five (5) years of the contract end date, equipment purchased with more than \$5,000 of grant funds is no longer being used for the purpose of the grant, GRANTEE must notify the Commission.

Upon consultation with the Commission, the Commission may direct the GRANTEE to do one of the following:

- a) Sell the equipment at current market value rates and return the proceeds to the Commission within 30 days of the sale date along with all sale documentation;
 - b) if replacement equipment is deemed necessary to meet the grant's goals, GRANTEE may sell the current equipment and purchase replacement equipment with the proceeds and provide related sale and purchase documentation to the Commission; or,
 - c) transfer the equipment to another Commission-supported and/or mission-oriented entity which can utilize the equipment to satisfy its project goals.
- D. Any contract agreements between the Grantee and any Subgrantees that include the purchase of equipment by the Subgrantee with grant funds will also include the conditions of Section III. C of this Agreement.

Section IV. Funding.

- A. The Commission grants to the Grantee an amount not to exceed **\$46,906.15** for the Project to be disbursed as described in Section V below.
- B. The Grantee represents and warrants that all sums as may be awarded under this grant shall be utilized exclusively for the purpose(s) of the Project.
- C. In the event the Grantee or, if applicable, any of its Subgrantees breaches any of the material terms or conditions of this Agreement, the Grantee agrees to repay to the Commission the full amount of all sums awarded under this Agreement and any interest that has accrued on those sums.

Section V. Method of Payment.

After the contract funding stipulations are met and subject to the limitations set forth in Section XI.C. below, the Commission shall disburse the sum of up to **\$44,560.84 that equals 95% of grant total** in installments reimbursing the Grantee for amounts spent on or encumbered for the Project. The Grantee shall request payments by submitting a Financial Report Form (Exhibit C) and an invoice for the amount requested for reimbursement to the Commission no more frequently than monthly. On the Financial Report Form, the Grantee shall certify that the amount requested for payment is for work performed as required under the Scope of Services and shall include documentation of the amounts for which the Grantee requests reimbursement. The Grantee must show to the Commission's satisfaction how this payment has been used to accomplish the terms of the Agreement before funding will be disbursed pursuant to this Agreement. Upon determining that the Grantee has provided proper documentation and qualifies for reimbursement of encumbered funds, the Commission will disburse payment within a reasonable time. The Commission shall withhold 5% of the total funding or **\$2,345.31** to be disbursed upon the satisfactory conclusion of the Project, which conclusion shall include a Final Report as described in Section VII.F below.

- A. If applicable to the Scope of the project, the Grantee must adhere to Travel Subsistence Rates as provided by the State of North Carolina Office of State Budget and Management. Travel that will

occur outside of North Carolina must be included specifically in the Scope of Services (Exhibit A) or be requested in writing by the Grantee for approval prior to travel.

- B. If the Grantee or, if applicable, the Grantee and its Subgrantees, cannot show to the satisfaction of the Commission that it has or they have spent grant monies to accomplish the terms of the Agreement, the Commission may decline to disburse money until such a showing is made.

Section VI. Independent Status of the Parties.

- A. The Parties are independent entities and neither this Agreement nor any provision of it shall be deemed to create a partnership or joint venture between the Commission and the Grantee.
- B. The Grantee shall not represent itself as an agent of the Commission, nor is the Agreement intended to be construed to make the Grantee an agent of the Commission. The Grantee shall not have the ability to bind the Commission to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability.
- C. All expenses incurred by the Grantee are its sole responsibility and the Commission shall not be liable for the payment of any obligations incurred in the performance of the Project.
- D. The Parties agree that this Agreement has not been made for the benefit of any third parties and no third party to this Agreement has authority to attempt to enforce it in any way.

Section VII. Reports.

- A. The Grantee will furnish the Commission with detailed written Semiannual Project Reports consisting of both a Programmatic Report (Exhibit B) and a Financial Report (Exhibit C). These semiannual Reports shall be submitted during the term of this Agreement to the Commission on or before January 15 and July 15, and shall be inclusive of information up to the end of the prior month.
- B. The Commission, in its sole discretion, may require more frequent reporting, including quarterly reporting. Factors that may influence the Commission's exercise of this discretion include, but are not limited to:
 - a. late submission of Semiannual Reports,
 - b. insufficient project information, specifics, or data,
 - c. incorrect Financial Report (Exhibit C),
 - d. insufficient or incomplete documentation supporting request(s) for payment or
 - e. incomplete Exhibit forms.

The Commission may exercise this option by giving written notice to the Grantee and the new reporting requirements shall be deemed to be in effect on the date of the written notice. Notwithstanding the foregoing, upon the discovery of the misuse of funds, or upon the determination of noncompliance with the requirements of this contract, the Commission shall take the appropriate action or actions to employ the sanctions set forth in the Uniform Administration of State Awards of Financial Assistance, Title 09 N.C.A.C. 03M .0801(c) and .0801(d).

- C. If the Grantee or Subgrantee is a non-governmental organization and receives, holds, uses, or expends State financial assistance in an amount, including all State sources, equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year, the Grantee or Subgrantee shall also provide a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book, within three (3) months of Grantee's or Subgrantee's fiscal year end, pursuant to Title 09 N.C.A.C.

Subchapter 03M .0205.

- D. The Grantee and its Subgrantee(s), if any, agree that if the Grantee or its Subgrantee(s) do not file the required reports, the Commission shall not disburse grant funds to the Grantee.
- E. Project Reports shall describe the status of the Project, progress made by the Grantee toward achieving the purpose(s) for which the funds were awarded, notable occurrences and any significant problems encountered, and steps taken to overcome the problems. Failure to submit a required report by the scheduled submission date may result in the withholding of any subsequent grant payment until the Commission is in receipt of the delinquent report.
- F. The Grantee agrees that within thirty (30) days after the conclusion of the Project or termination date as described in Section I above, a Final Project Report consisting of both a Programmatic Report (Exhibit B) and a Financial Report (Exhibit C) shall be submitted to the Commission. The Final Project Report will include a review of performance and activities over the entire project period. The Commission may use this information for future publications. The Grantee will describe the Project, how it was implemented, to what degree the established Project goals and objectives were met, the difficulties encountered, lessons learned, what aspects of the tobacco related segment of the State's agricultural economy the Project changed and the Project cost. The Final Financial Report (Exhibit C) shall provide the complete financial report of the use of grant funds by category (i.e., salaries, material, equipment, etc.) showing all expenditures during the entire term of this Agreement, and shall also report the sources, amounts and use of all other funds used to support the Project.
- G. The Commission reserves the right to require the Grantee to provide to the Commission information from the Grantee which will assist the Commission with evaluation of the short-and long-range impact of its programs. The Grantee recognizes that such demands for further information may occur after termination of this Agreement and agrees, to the extent possible, to provide such information to the Commission.
- H. Equipment purchased with more than \$5,000 of grant funds may be required to submit Exhibit E annually for five (5) years after the contract end date, or until Grantee complies with Section III C of this agreement.

Section VIII. Project Records.

- A. The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner as to identify and document the expenditure of the Commission funds provided under the Agreement separate from accounts for other awards, monetary contribution or other revenues sources for this Project. The Grantee must require any to do likewise regarding their financial records, supporting documents and all other pertinent data for this Project.
- B. The Grantee shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond such five-year period until any and all audit findings have been resolved. The Grantee must require any Subgrantees to retain all records for five (5) years from the Termination Date or from the resolution of any audit findings, whichever is later.
- C. The Grantee agrees to allow the State Auditor or the State Auditor's designee to enter its premises and examine its records in accordance with N.C. Gen. Stat. 147-64.7. The Grantee further agrees

to permit the examination of work papers in the possession of the Grantee's auditors. The Grantee shall require any Subgrantees to permit the State Auditor or the State Auditor's designee the same access to the Subgrantees' records and work papers. Upon request, the Grantee and any Subgrantee shall make available its records and reports for inspection by the Office of State Budget and Management pursuant to 9 NCAC 03M .0202(2) and (3).

- D. The Grantee further agrees to make available to the Commission or its designated representative all of its records which relate to the Project and agrees to allow the Commission or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activities relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the Commission or its representative may deem necessary.
- E. In the event the Grantee dissolves or otherwise goes out of existence before the Termination Date or before five (5) years from the Termination Date has elapsed, records produced under this contract will be turned over to the Commission.

Section IX. Subcontracting.

- A. The Grantee or any of its Subgrantees shall not subcontract any of the work contemplated under this Agreement without obtaining prior written approval from the Commission.
- B. Any approved subcontract shall be subject to all terms and conditions of this Agreement and the Grantee and any Subgrantees shall not be relieved of any of the duties and responsibilities of this Agreement by the approved subcontract. The Grantee shall be responsible for the performance of any subcontractor and the subcontractor shall provide sufficient information to the Grantee or any of its Subgrantees to allow the Grantee to comply with all terms and conditions of this Agreement.

Section X. Publicity and Publications.

- A. Any published or distributed reports, data, or other information shall contain an acknowledgment of the support of the Commission as well as a disclaimer statement to the following effect: *Any opinion, finding, conclusion or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views and policies of the North Carolina Tobacco Trust Fund Commission.* Upon publication of materials resulting from the work of the Project, the Grantee shall furnish a minimum of two (2) copies of reports to the Commission. The Grantee shall acknowledge the support of the Commission by including its logo on printed information, presentations and other materials produced pursuant to the Project.
- B. The Grantee shall place signage at its expense at the Project site or sites identifying the Project as receiving Commission Funds. Any printed materials, websites, presentations, news releases, or other visual or audio materials supported by grant funds will acknowledge the Commission's support. The Grantee will receive Logo Specification and Guidelines from the Commission and will be provided approved Commission logos. Prior to publication, a draft of the materials must be sent to the Commission for approval. The materials, size and color shall be large enough so that the Project, Grantee and Commission are recognized appropriately. This signage shall be in mutually agreeable wording and format.
- C. Subject to the requirements of Section X.A above, the Grantee may publish or arrange for the publication of information resulting from work carried out under this Agreement; however, the information shall not be marketed for profit by the Grantee.
- D. If work performed pursuant to this Agreement, including, but not limited to, Reports required by

Section VII of this Agreement and any other materials resulting from the work of the Project, results in any intellectual property right(s) accruing to the Grantee, the Grantee hereby grants to the Commission an assignable royalty-free, non-exclusive irrevocable license to publish, translate, reproduce, deliver, perform or use the material covered by the intellectual property right. The Grantee's signature on this Agreement shall constitute its grant of the aforesaid license.

Section XI. Termination & Availability of Funds.

- A. Either Party shall have the ability to terminate this Agreement on thirty (30) days' written notice.
- B. If, after notice and reasonable opportunity to cure a defect or problem, the Grantee fails for any reason to fulfill in proper manner its obligations under this Agreement, or violates any of the material terms or conditions of this Agreement, the Commission shall have the right to terminate this Agreement by giving fourteen (14) days written notice to the Grantee of such termination. In such event, the Commission shall have no responsibility to make additional payments under this Agreement after the Termination Date. No further expenditures shall be made under this Agreement upon notice of termination except for such work as shall have already been performed prior to the notice of Termination Date and the Grantee shall repay all unspent grant funds upon the demand of the Commission, together with any interest accrued on those unspent funds.
- C. **The Commission's obligation to pay any amounts under this Agreement is contingent upon the availability to it of funds to fund the Project.** In the event that funds for this Project become unavailable, the Commission may terminate this Agreement immediately upon written notice to the Grantee. In the event of notice of the unavailability of funds, all obligations of the Commission to make payments under this Agreement shall cease as of the date of the notice of termination for unavailability of funds except for such work as shall have already been performed prior to the date of the notice of termination for unavailability of funds.
- D. Pursuant to N.C. General Statute 143C-6-23(k), a Grantee or Subgrantee that intends to dissolve or cease operations shall report that decision in writing to the Office of State Budget and Management and to the Fiscal Research Division at least thirty (30) days prior to taking that action. The Grantee and Subgrantee shall also notify the Commission in writing within the same thirty (30) day time period.

Section XII. Liabilities and Loss.

- A. The Commission assumes no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims or losses arising out of any activities undertaken by the Grantee or any of its Subgrantees under this Agreement, with respect to persons or property of the Grantee, Subgrantee or third parties.
- B. The Grantee and all of its related Subgrantees, shall assure that it maintains commercial insurance of such type and with such terms and limits as may be reasonably associated with the performance of this Agreement. Documentation of such insurance coverage of the Grantee must be provided upon request to the Commission. All applicable Subgrantees shall provide the same to the Grantee. If the Grantee and all of its related Subgrantees are government agencies, they may maintain a self-insurance program of such type and with such terms and limits as may be reasonably associated with the performance of this Agreement. Documentation of such insurance coverage of the Grantee must be provided upon request to the Commission. All applicable Subgrantees shall provide the same to the Grantee.
- C. The Grantee agrees to indemnify, defend and hold harmless the Commission and its respective officers, agents and employees against any liability, including costs, expenses and attorneys' fees

from all claims, damages, losses and liabilities arising from Grantee's performance related to this contract. The Grantee further agrees to similarly require all Subgrantees to indemnify, defend and hold harmless the Commission and its respective officers, agents and employees from all claims, damages, losses or liabilities arising from Grantee's or Subgrantee's performance related to this contract. To the extent that Grantee is a state governmental entity, Grantee shall in accordance with the laws of the State of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance and without waiving any rights or defenses of the governmental entity, indemnify, defend and hold harmless the Commission and its respective officers, agents and employees against any liability, including costs, expenses and attorney's fees from all claims, damages, losses and liabilities arising from Grantee's performance related to this contract. The Grantee further agrees to require all Subgrantees to indemnify, defend and hold harmless the Commission and its respective officers, agents and employees from all claims, damages, losses or liabilities arising from Grantee's or Subgrantee's performance related to this contract.

- D. To the extent permitted by State law, including but not limited to the North Carolina Torts Claims Act, the Grantee shall defend, indemnify and hold harmless the Commission and its officers, agents and employees from any person, entity or corporation furnishing or supplying work, services, material or supplies in connect with the Project and the performance of this Agreement and from claims and losses accruing or resulting to any person, entity or corporation who may be injured or damaged in any way by the Grantee, any Subgrantees or any of their agents in the performance under this Agreement.
- E. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Section XIII. Entire Agreement.

- A. This Agreement, including its exhibits, contains the entire understanding between the Parties.
- B. The Agreement may be amended only in writing duly executed by authorized persons for the Commission and the Grantee, except that, should the Commission exercise the option of requiring more frequent reporting, as set forth in Section VII.B, the Commission's written notification shall be deemed effective without the written authorization of the Grantee.

Section XIV. Grantee Representation and Warranties.

The Grantee hereby represents and warrants that:

- A. The Grantee is duly organized and validly existing under the laws of the State of North Carolina.
- B. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all

necessary action on the part of Grantee and does not violate any applicable organizational documents of the Grantee or any agreement or undertaking to which it is a party of by which it is bound.

- C. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending or to the Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by the Agreement or the validity or enforceability of this Agreement or the Grantee's ability to discharge its obligations under this Agreement.
- D. If any consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under the Agreement, all such requisite government consents or approvals have been obtained.

Section XV. Special Provisions and Conditions.

- A. Nondiscrimination. The Grantee, and all of its related Subgrantees, agree not to discriminate by reason of age, race, religion, color, sex, national origin or disability in the performance of this Agreement and to take affirmative action in complying with all relevant Federal and State requirements.
- B. Conflict of Interest. Pursuant to NC Gen. Stat. 143C-6-23(b), the Grantee must provide a copy of its conflict of interest policy to the Commission prior to any disbursement of funds under this Agreement.
- C. Compliance with Laws. The Grantee, and all of its related Subgrantees, shall at all times observe and comply with all laws, ordinances, rules and regulations of the state, federal and local governments which may affect the performance of the Agreement.
- D. Non-Assignability. The Parties shall not assign any interest in the Agreement; provided, however, that claims for money due to the Grantee from the Commission under this Agreement may be assigned after notice and approval of the Commission.
- E. Personnel. The Grantee represents that it has or will secure at its own expense all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to work on the Project. Such employees shall not be employees of the Commission.
- F. Restriction on use of the funds. The Grantee will expend funds consistent with the terms and conditions of this Agreement. Failure to do so may result in legal action to recover funds spent inconsistently with the terms and condition of this Agreement without further notice. If the Grantee has Subgrantees, the Grantee must require this restriction on use of funds by all of its Subgrantees.
- G. Certification of No Overdue Taxes. Pursuant to NC Gen. Stat. §143C-6-23, any non-State entity Grantee or Subgrantee(s,) must execute the certification of no overdue taxes attached as Exhibit D to this Agreement prior to receiving funds under this Agreement.
- H. Taxpayer Identification Number. The Grantee and any Subgrantees must provide taxpayer identification information to the Commission prior to receiving funds under this Agreement.
- I. Exhibits. All Exhibits to this Agreement are expressly incorporated by reference and made a part of this Agreement.

Section XVI. Notice.

- A. All notices required by this Agreement with the exception of Notice provided pursuant to Section XI.C shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Commission: Mr. William Upchurch
Executive Director
NC Tobacco Trust Fund Commission
1080 Mail Service Center
Raleigh, NC 27699-1080
Tel: (919) 733-2160 Fax: (919) 733-2510

If to the Grantee: Mr. Richard Boylan
Area Agent, Small Farm Management
971 W King St.
Boone, NC 28607
Tel: (828) 264-3061

- B. Each Party may designate another Notice recipient by written communication to the other Party.

Section XVII. Construction.

This Agreement shall be construed and governed by the laws of the State of North Carolina. The Parties do hereby execute this Agreement in duplicate originals:

The parties do hereby execute this Agreement under seal and in duplicate this ____ day of _____, 20__, as evidenced by their signatures below.

**NC TOBACCO TRUST
FUND COMMISSION**

Watauga County

William H. Teague
Chairman

[SEAL]

Mr. Deron Geouque
County Manager

[SEAL]

AGENDA ITEM 6:

MAINTENANCE MATTERS

A. Vehicle Purchase

MANAGER'S COMMENTS:

Bids were solicited for a three-quarter-ton, four-wheel-drive pickup truck with a utility bed as approved in the FY 2025-26 Maintenance Department budget. Two vendors submitted bids: Piedmont Trucks of Greensboro at \$68,651.66 and Randy Marion Ford of West Jefferson at \$66,670.30.

Staff recommends awarding the bid to the lowest responsive bidder, Randy Marion Ford of West Jefferson.

The Maintenance budget includes \$58,937 for this vehicle purchase. The bid exceeds the budgeted amount by \$7,733.30, which can be covered by a budget amendment transferring funds from the General Fund.

Board action is requested to award the bid for a three-quarter-ton, four-wheel-drive pickup truck with a utility bed to Randy Marion Ford of West Jefferson in the amount of \$66,670.30.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

DATE: October 22, 2025

RE: Bid Award Request for Three-Quarter-Ton Pickup Truck

BACKGROUND

A 4wd, three-quarter-ton pickup truck with a utility bed was approved in the Maintenance budget for FY 25-26. Staff solicited bids from Piedmont Trucks of Greensboro (a NC Sheriff's Association vendor), Modern Ford of Boone and Randy Marion Ford of West Jefferson. Two vendors submitted bids.

BID RESULTS

Piedmont Trucks, Greensboro, NC	\$68,651.66
Modern Ford, Boone, NC	No Bid
Randy Marion Ford, West Jefferson, NC	\$66,670.30

RECOMMENDATION

Staff recommends the bid be awarded to the low bidder, Randy Marion Ford of West Jefferson.

FISCAL IMPACT

The Maintenance budget contains \$58,937 for this truck purchase. The bid exceeds the budgeted amount by \$7,733.30. If approved, this difference can be funded by a budget amendment requesting a transfer from general funds.



WEST JEFFERSON, NC

REQUEST FOR BID

10/22/2025

To whom it may concern,

Randy Marion Ford of West Jefferson formally submits our bid to Watauga County for the following:

Vehicle: 2026 Ford F250

Amount: \$66,670.30

We appreciate the opportunity and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Hileman". The signature is stylized with a large, sweeping flourish that extends to the right.

Josh Hileman
Finance Manger
Randy Marion Ford of West Jefferson

10/17/25, 3:46 PM

about:blank

CNGP530

VEHICLE ORDER CONFIRMATION

10/17/25 15:46:28

==> ----- 2026 F-SERIES 5D -----
Order No: H203 Priority: M1 Ord FIN: QD495 Order Type: 5B Price Level: 630
Ord PEP: 600A Cust/Flt Name: WAAUGA COUNTY PO Number:

RETAIL		RETAIL	
X2B	F250 4X4 S/C		JOB #1 BUILD
	164" WHEELBASE		FLEET SPCL ADJ NC
Z1	OXFORD WHITE	18B	PLAT RUNNING BD 445
A	VNYL 40/20/40		9900# GVWR PKG
S	MED DARK SLATE	425	50 STATE EMISS NC
600A	PREF EQUIP PKG	473	SNOW PLOW PREP 350
	.XL TRIM	512	SPARE TIRE/WHL2 295
572	.AIR CONDITIONER NC		TOTAL BASE AND OPTIONS 55930
	.AMFM/MP3/CLK		TOTAL 55930
99A	.6.8L DEV V8 ENG NC		*THIS IS NOT AN INVOICE*
44F	10-SPD AUTOMATC NC		*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*
TD8	.LT245 BSW AS 17		
X3E	3.73 ELOCKING 430		* MORE ORDER INFO NEXT PAGE *
66D	PU BOX DELETE (625)		F8=Next
	.RR CAM & PREP K		
F1=Help	F2=Return to Order		F3/F12=Veh Ord Menu
F4=Submit	F5=Add to Library		F9=View Trailers

QC01641

CNGP530

VEHICLE ORDER CONFIRMATION

10/17/25 15:46:45

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Dealer: F21617

2026 F-SERIES SD

Page: 2 of 2

Order No: H203 Priority: M1 Ord FIN: QD495 Order Type: 5B Price Level: 630

Ord PEP: 600A Cust/Flt Name: WAAUGA COUNTY PO Number:

RETAIL

RETAIL

52B TRLR BRAKE CONT \$300

JACK

66S UPFITTER SWITCH 250

67B 410 AMP ALTRNTR 215

76C EX BACKUP ALARM 230

794 PRICE CONCESSN

REMARKS TRAILER

86M DUAL BATTERY 210

CONNECT PKG 1YR

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 2595

F1=Help

F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

QC01641

Market Value Selling Price	55,930.00
Discount	7,398.28
Adjusted Price	48,531.72
Knapheide Bed	17,939.58
Total Purchase	66,471.30
DealerDoc	199.00
Balance	66,670.30

Customer Approval: _____

Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

MUST FINANCE
WITH RM INDIRECT LENDING



PIEDMONT TRUCKS



2025-2026 NORTH CAROLINA SHERIFF'S ASSOCIATION Vehicle and Equipment Procurement

OPTIONS LIST F250 Pickup/Chassis

BID NO. 26-12-0909

STANDARD ITEMS

10000 GVWR, COLOR: OXFORD WHITE, 6.8L V-8 GAS ENGINE, TorqShift-G 10-Speed Automatic w/SelectShift® Automatic, 3.73 STANDARD REAR AXLE, TRAILER TOW MIRRORS, SYNC BLUETOOTH, TILT STEERING WHEEL, AIR CONDITIONING, POWER EQUIPMENT GROUP, CRUISE CONTROL, SPARE TIRE-Pickup version only, AM/FM RADIO, ALL SEASON TIRES, HEAVY DUTY ALTERNATOR, 40/20/40 VINYL (GRAY) SEATS, TRAILER TOW PACKAGE-TRAILER HITCH WITH 7&4 WAY TRAILER PLUG, REAR VIEW CAMERA (Pickup version only, optional with chassis), (2) KEY FOBS

PICKUP / CAB CHASSIS CONFIGURATION	BODY CODE	ITEM	BASE BID PRICE
2026 F250 Supercab 4x4 pickup-short bed 148wb	X2B-600A	ITEM-322	\$44,812.06
			NCSA PRICING 6% Discount
	OPTION	MSRP	Discount

CREDITS

Pickup Box Delete - REQUIRES 56"CA/LONG BED CONFIGURATION-Deletes tie down hooks, tailgate, rear bumper, rearview camera, spare wheel, tire, carrier and jack and 7/4 pin connector. Includes Rear View Camera & Prep Kit	66D	-\$625.00	-\$456.00
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CAB CONFIGURATION

Long bed - 8' pickup / 56"CA for cab chassis *must choose this option to make a cab chassis*	LB	\$1,686.17	\$1,585.00
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POWERTRAINS

Electronic-Locking w/3.73 Axle Ratio	X3E	\$430.00	\$404.20
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TIRES / WHEELS

Tires: LT245/75R17E BSW A/T	TBM	\$165.00	\$155.10
Spare Tire, Wheel, Carrier & Jack - standard with pickup, optional with chassis (66D)	512	\$295.00	\$277.30

OTHER OPTIONS

Trailer Brake Controller (incl. Smart Trailer Tow Connector)	52B	\$300.00	\$282.00
Snow Plow Prep Package	473	\$350.00	\$329.00
Dual 78 AH Battery-recommended with 473	86M	\$210.00	\$197.40
410 Amp Dual Alternators-recommended with 473	67B	\$215.00	\$202.10
Platform Running Boards	18B	\$445.00	\$418.30
Upfitter Switches (6) - Located in overhead console	66S	\$250.00	\$235.00
Exterior Backup Alarm (Pre-Installed)	76C	\$230.00	\$216.20
SPARE KEY- fob programmed	SKF	\$423.40	\$398.00
SPARE KEY- fob programmed	SKF	\$423.40	\$398.00

UPFIT OPTIONS

Knapheide 696 8' service body-Aluminum, Single rear wheel, low profile, fits 56"CA, white to match cab, Cab Guard, LED compartment lights, 7-way trailer plug, Spray liner for cargo area, compartment tops, rear bumper	K696ALP	\$20,423.40	\$19,198.00
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Total for pickup/chassis & options quote#WCX2BG8SB-10225	Date: 10.2.2025	\$68,651.66
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Watauga County-Maintenance

Robert Marsh

robert.marsh@watgov.org

Awarded Vendor: Spencer Wood, Government Sales Director, 336.688.2239 cell, srwood@piedmonttruckcenter.com

Piedmont Truck Center 412 S. Regional Rd. Greensboro NC 27409

AGENDA ITEM 6:

MAINTENANCE MATTERS

B. Health Department Boiler Deductive Change Order Request

MANAGER’S COMMENTS:

Mr. Marsh will present a deductive Change Order Request for the Health Department Boilers Project. The Board previously approved the installation of high-efficiency boilers at a total cost of \$98,500. On Tuesday, October 28, 2025, the existing boilers failed, leaving the Health Department facility without heat. Maintenance staff were able to restart one boiler late Wednesday afternoon; however, it remains uncertain how long this temporary repair will last.

Upon consultation with the boiler manufacturer, staff learned that stainless steel ductwork is required for the high-efficiency units. Installation of this ductwork would require removal of the existing ducting and additional time to complete, which is not feasible given the facility’s current heating needs and seasonal weather conditions. To ensure timely restoration of reliable heat, staff recommends proceeding with the installation of standard-efficiency boilers. This change represents a deductive Change Order in the amount of \$20,635, reducing the original project cost accordingly.

Staff recommends that the Board approve the deductive Change Order in the amount of \$20,635, authorizing replacement of the originally approved high-efficiency boilers with standard-efficiency boilers.

Board action is requested to approve the Change Order in the amount of \$20,635 for the Health Department Boilers Project, substituting standard-efficiency boilers for the previously approved high-efficiency models.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RM*

DATE: October 29, 2025

RE: Deductive Change Order Health Department Boiler Replacement Project

BACKGROUND

On May 22, 2024, a Bid Award was made to Nor-Well Company, Inc., for the replacement of two boilers and circulation pumps at the Watauga County Health Department. Nor-Well submitted the lowest bid for the installation of high efficiency boilers or standard efficiency boilers. Nor-Well was awarded the bid for the installation of high efficiency boilers.

In June of 2024, Nor-Well met with the boiler company's manufacture representative for the purpose of taking final measurements and ordering the equipment. The representative notified Nor-Well that the factory engineers would need to approve the details of the installation before the equipment was ordered. On July 8, 2025, Nor-Well informed staff that the project scope would need to be revised and a change order made to substitute PVC flue pipe to stainless steel pipe due to the acidic condensate the high efficiency boilers emit. Nor-Well submitted pricing to provide stainless steel in lieu of PVC for an extra cost of a \$21,000 Change Order. Nor-Well also offered to go back to the standard efficiency boiler option at the bid price that was originally submitted in order to avoid the Change Order. Nor-Well was the lowest bidder on the standard-efficiency boilers as well as the high-efficiency boilers.

Staff reviewed Nor-Well's request for a Change Order and postponed further progress on the project because of the pending Change Order. Nor-well was advised by staff that their original bid did include stainless steel vent pipe. Their response was that it was a bid error that was drafted into the bid proposal by mistake. Staff acknowledges that stainless steel piping was never included as a specification, and all bidders were planning on using a PVC flu vent in all pre-bid discussions. Typically, Nor-Well provides the County accurate estimates/bids and provides service that is reasonably priced and installed in a professional manner.

STAFF RECOMMENDATION

Staff recommends the Board approve substituting the standard-efficiency boilers at a cost of \$77,865 in lieu of the high-efficiency boilers at a cost of \$98,500. A deductive change order of \$20,635 will be submitted pending Board approval of this request.

AGENDA ITEM 7:

WINDOWS SERVER UPGRADE AND VIRTUALIZATION CHANGE

MANAGER'S COMMENTS:

The Information Technology Department requests approval to purchase Windows Server 2025 Datacenter licenses and 325 Client Access Licenses (CALs) to replace the County's current Windows Server 2019 licenses. The upgrade is necessary to maintain compatibility with vendor software and to take advantage of enhanced security features available in Server 2025.

In addition, the County plans to transition its virtualization environment from VMware to Microsoft Hyper-V. VMware support has become increasingly difficult, and costs have doubled in each of the last two years. The new Server 2025 Datacenter licenses will support this migration without additional virtualization costs.

The total project cost is \$77,651.95, with funds available in the current fiscal year budget.

Board action is requested to approve the purchase of Windows Server 2025 Datacenter licenses and 325 Client Access Licenses (CALs) in the amount of \$77,651.95.



WATAUGA COUNTY Information Technologies

*Courthouse, Suite 4 • 842 West King Street • Boone, North Carolina 28607 • Phone (828) 265-8015
FAX (828) 265-8076
TDD 1-800-735-2962
Voice 1-800-735-8262*

MEMORANDUM

TO: Watauga County Board of Commissioners
Deron Geouque, County Manager

FROM: Drew Eggers, Information Technologies Director

SUBJECT: Windows Server Upgrade and Virtualization Change

DATE: October 27, 2025

Please see the attached quote for purchasing Windows Server 2025 Datacenter licenses and 325 Client Access Licenses (CALs).

We currently have licenses for Server 2019 that need to be upgraded to Server 2025 to stay compatible with vendor software. Included in Server 2025 are security enhancements over Server 2019 as well. Also, while we are still receiving security updates, Server 2019 is no longer receiving feature updates from Microsoft.

We are also planning to move from VMware to Microsoft Hyper-V for our virtualization environment. This environment runs all of our servers and many of our user desktop machines. Support from VMware has become difficult, and the company has doubled costs for us now two years in a row. Purchasing 2025 Windows Server Datacenter will allow us to move off of VMware. There is no additional cost to use the 2025 Server licenses for Hyper-V to handle our virtualization.

Total cost for this project is **\$77,651.95**.

Funds are available for this project and have been budgeted for in this fiscal year.

Thank you for your consideration of this request.



Pricing Proposal
Quotation #: 26655055
Created On: 9/18/2025
Valid Until: 9/30/2025

NC-County of Watauga

Microsoft Inside Account Manager Public Sector

Drew Eggers

842 West King Street, Suite 4
Boone, NC 28607
UNITED STATES
Phone: (828) 265-8016
Fax: (828) 265-8076
Email: drew.eggers@watgov.org

Erika Rogers

290 Davidson Avenue
Somerset, NJ 08873
Phone: 7328686183
Fax:
Email: MSSouthAtlanticGov@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Win Server DC Core 2025 SLng 2L Microsoft - Part#: EP2-25016 Contract Name: Microsoft Software - Select Contract #: 208H Note: SP B7DE9FB7	120	\$555.81	\$66,697.20
2	Win Server CAL 2025 SLng UCAL Microsoft - Part#: EP2-24898 Contract Name: Microsoft Software - Select Contract #: 208H Note: SP B7DE9FB7	325	\$33.43	\$10,864.75
			Total	\$77,561.95

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

AGENDA ITEM 8:

ACCEPTANCE OF BOND – MAPLE VIEW LANE

MANAGER’S COMMENTS:

Sergio Luna of Clearwater Construction has submitted a bond for the paving of Maple View Lane in accordance with Chapter 18 – Subdivisions and Multi-Unit Structures, Article VII, Section 3, which allows for deferment of improvements. Under this section, the Planning Board may approve the final plat if the subdivider posts a bond or other guarantee satisfactory to the County Commissioners equal to the estimated cost of the deferred improvements plus 20%.

J. Patrick Warren, P.E., has inspected Maple View Lane and reviewed the cost estimate submitted by Main & Main, finding the estimate acceptable. The total bond amount, including the 20% addition, is \$60,000.

Board action is requested to accept the bond for Maple View Lane in the amount of \$60,000.



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: October 27, 2025
To: Watauga County Board of Commissioners
Deron Geouque, County Manager
From: Jason Walker, Director of Planning & Inspections
Re: Maple View Subdivision – Bond for Paving Improvements

Sergio Luna of Clearwater Construction has submitted a bond for the paving of Maple View Lane. Under Chapter 18 – Subdivisions and Multi-Unit Structures, Article VII, Section 3, the County allows for the Deferment of Improvements.

This section permits the Planning Board to approve the final plat if the subdivider posts a bond with surety, or provides other guarantees satisfactory to the County Commissioners, in an amount equal to the estimated cost of the deferred improvements plus twenty percent (20%).

Attached is a letter from J. Patrick Warren, P.E., who has inspected Maple View Lane and reviewed the cost estimate submitted by Main & Main. Mr. Warren has found the estimate to be acceptable.

The total bond amount, including the 20% addition, is \$60,000.

If the Board finds the bond satisfactory, a vote to accept the bond is requested. Approval will allow Mr. Luna to proceed with Planning Board review and final plat approval.

October 10, 2025

Ms. Jennifer Storie, Planner/Development Coordinator
Watauga County Planning & Inspections
Boone, North Carolina 28607

Re: Maple View Lane
Maple View Subdivision
Watauga County, NC

Dear Ms. Storie:

I have inspected Maple View Lane (existing graveled road) in the Maple View Subdivision off of State View Rd in Watauga County and reviewed the paving cost estimate from Main & Main Paving dated 10/9/25. I find the amount of \$50,000.00 for 2" surface asphalt acceptable. An additional 20% is required to be added for bond purposes bringing the total to \$60,000.00.

Thank you for your attention to this matter. If you have any questions or need additional information, please contact me at (828) 493-6988.

Sincerely,



J. Patrick Warren, P.E.

Cc: Sergio Luna, Clearwater Construction



Main And Main Paving

MainAndMainPaving1@yahoo.com

Estimate

ADDRESS

Sergio Luna
Clearwater Construction

ESTIMATE # 3214
DATE 10/09/2025

ACTIVITY	QTY	RATE	AMOUNT
Paving State View Road Job- Putting Finished Grade And Compacting Stone Provided Then Paving Roadway Approximately 560x20 With A Compacted 2 Inches Of Asphalt	1	50,000.00	50,000.00
TOTAL			\$50,000.00

Accepted By

Accepted Date



BOND NO. ACC006A003119

Effective Date: 10/20/2025

Subdivision Performance Bond Site Improvements

KNOW ALL PERSONS BY THESE PRESENTS that we, Clear Waters Construction LLC, as Principal, and Allegheny Casualty Company, a corporation organized and doing business under the laws of the state of New Jersey and duly licensed to conduct a general surety business in the state of NC, as Surety, are held and firmly bound unto Watauga County, as Obligee, in the sum of Sixty Thousand (\$60,000.00) dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a development agreement (the "Agreement") with said Obligee relating to a subdivision identified as: Second Phase of Maple View.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform said Agreement during the original term thereof, or of any extension of said term that may be granted by the Obligee in writing and consented to in writing by the Surety, then this obligation shall be void, otherwise it shall remain in full force and effect. This obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee(s) only, and no other person or entity shall have any rights under this bond.
2. No claim shall be allowed against this bond after the expiration of one year from the completion date set forth in the Agreement, or one year from the end of the latest extension of time consented to in writing by the Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
3. In the event of a default by the Principal and the receipt by Surety of timely written notice of a claim, the Surety shall be liable to reimburse the Obligee for damages sustained by the Obligee as a result of Principal's default of its bonded obligation. It is understood and agreed that this bond shall not be construed as a penalty or as a forfeiture obligation, but rather reimburses the Obligee for actual losses incurred.
4. This bond covers installation of site improvements, and does not cover on-going maintenance of completed site improvements. This bond will not respond to any liability that arises from design defects or efficiency guarantees.
5. In no event shall the Surety's aggregate liability hereunder exceed the dollar amount of this bond set forth above.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed by its duly authorized Attorney-in-Fact this 24th day of October, 2025.

Principal

Clear Waters Construction LLC

Signature of Authorized Officer

Sergio Luna

Print Name & Title

Allegheny Casualty Company



Signature of Attorney-in-Fact

David Gonsalves

Attorney in Fact

Print Name





One Newark Center, 20th. Floor, Newark, New Jersey, 07102-5207
PHONE: (973) 624-7200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

David Gonsalves, Jackson Cromer

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."



IN WITNESS WHEREOF, **ALLEGHENY CASUALTY COMPANY** has executed and attested these presents on this 31st day of December, 2018

STATE OF NEW JERSEY
County of Essex

Robert Kersnick
Vice President, **ALLEGHENY CASUALTY COMPANY**

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **ALLEGHENY CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Michele A. Aleman, a Notary Public of New Jersey
My Commission Expires October 18, 2029

CERTIFICATION

I, the undersigned officer of **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Company as set forth in said Power of Attorney, with the originals on file in the home office of said company, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this 24th day of October 2025.

James Portman, Secretary

High Country Insurance Services, Inc
DOI License #8151324
Phone: (828) 264-3991

Customer		Bond #ACC006A003119
Clear Waters Construction LLC		
Description		Date
Bond Payment		2025-10-24
Payment Method		AmericanExpress
AmericanExpress XXXX2006		\$6,025.42
PREVIOUS BALANCE		\$6,025.42
BALANCE REMAINING		\$0.00

AGENDA ITEM 9:

PURCHASE OF 2025 JOHN DEERE DOZER – SANITATION DEPARTMENT

MANAGER’S COMMENTS:

The Sanitation Department requests approval to purchase a 2025 John Deere 450P-Tier Utility Dozer from James River Equipment of Charlotte, the lowest bidder, at a cost of \$175,034.88. The new dozer will replace a 1998 model that has become unreliable and costly to maintain.

Funds are available through reallocation within the Sanitation Department’s FY 2025-26 budget, primarily from capital outlay originally designated for an air curtain burner. Staff also requests authorization to declare the 1998 dozer as surplus once the new equipment is delivered.

Board action is requested to approve the purchase of the 2025 John Deere 450P-Tier Utility Dozer in the amount of \$175,034.88 from James River Equipment of Charlotte and declare the existing 1998 dozer as surplus.



WATAUGA COUNTY

**SANITATION
DEPARTMENT**

336 Landfill Road – Boone, NC 28607 – (828) 264-5305
TDD 1-800-735-2962 – Voice 1-800-735-8262 – FAX (828) 264-3230

October 28, 2025

To: Deron Geouque, County Manager

From: Chris Marriott, Operations Services Director

Subject: Sanitation Equipment Purchase Request

Please see attached quote, for procurement of a 2025 John Deere Dozer for the Watauga County Sanitation Department. The Dozer is used at the solid waste facility in the Land Clearing and Inert Debris (LCID) landfill to spread waste and cover with soil as the regulations require. Staff also utilizes the dozer to assist with the management of the gridding and mulch area.

The current dozer at the facility is a 1998 model. In the past three years, the Department has spent \$73,854 in repair costs for the current dozer. When the machine was last serviced it was recommended that rollers and gear box repairs be completed. An estimate on these repairs came in over \$65,000. With the regular breakdowns on a 27-year-old machine with escalating repair costs staff explored the cost of a replacement dozer.

Staff reached out for quotes for both new and used dozers that could be utilized for the Department's needs. The preference is for John Deere equipment to match the majority of other equipment at the solid waste facility to help lessen inventory, vendors, and costs with computer diagnostics. Three different dealers provided quotes for the purchase of a dozer:

Company	Product	Price
James River Equipment Charlotte	2025 450P Dozer with extended warranty	\$175,034.88
James River Equipment Asheboro	2025 450P Dozer with extended warranty	\$185,199.88
James River Equipment Statesville	2025 450P Dozer with extended warranty	\$185,734.88
James River Equipment Charlotte	2024 450P Dozer	\$156,113

Considering the above quotes, Sanitation staff recommends the 2025 dozer from James River Equipment of Charlotte as it was the lowest priced new machine. The dealers are not able to offer extended warranties on used equipment. Staff recommends the purchase of an extended warranty on equipment as a way to control breakdown and maintenance costs.

Staff recommends that the current dozer be sold as surplus once the new machine is delivered.

Staff requests Board of Commissioner's approval to purchase a 2025 450P-Teir Utility Dozer from James River Equipment of Charlotte, N.C.

Staff also requests permission to offer the current 1998 Dozer for sale as surplus.

The purchase of this equipment was not budgeted in the FY26 Operating Budget for the Department. However, other equipment was planned and there is \$153,624.04 available in Capital Outlay-other [667420-455002] within the Sanitation Department that was scheduled for the potential purchase of an air curtain burner. The air curtain burner purchase will be delayed until future budgeting allows. The remaining \$21,410.84 needed for the purchase of this dozer is available in the Departmental budget in other line items. The Department will complete a budget adjustment request to move the funding into the correct line item.

Please let me know if you have any questions or concerns. Thank you in advance for your consideration.

Quote Summary

Prepared For

WATAUGA COUNTY SANITATION

NC

Prepared By

JUSTIN GENTRY

James River Equipment

9550 Statesville Road

Charlotte, NC 28269

Phone: 704-597-0211

justin.gentry@jamesriverequipment.com

USED EQUIPMENT: DISCLAIMER OF WARRANTIES – All goods are purchased by the purchaser “AS IS” and “WITH ALL FAULTS”, and seller makes no representation or warranty, express, or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or other matter with respect to the goods. (Initial)

Quote Id: 33545528
Created On: 21 October 2025
Last Modified On: 23 October 2025
Expiration Date: 28 November 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2025 JOHN DEERE 450 P-Tier Utility Dozer - 1T0450PAVSMX13772	\$ 218,946.45	\$ 158,000.00	X 1 =	\$ 158,000.00
Extended Warranty		\$ 5,584.00	X 1 =	\$ 5,584.00
Extended Warranty, 450 P, Comprehensive, 4000 Total Hours or 72 Total Months, \$200 Deductible				
Sub Total				\$ 163,584.00
Equipment Total				\$ 163,584.00
Trade In Total				\$ 0.00

Quote Summary

Equipment Total	\$ 163,584.00
Trade In	
SubTotal	\$ 163,584.00
Sales Tax - (7.00%)	\$ 11,450.88
Total	\$ 175,034.88
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 175,034.88

Selling Equipment

Quote Id:

2025 JOHN DEERE 450 P-Tier Utility Dozer - 1T0450PAVSMX13772

Suggested List
\$ 218,946.45
Selling Price
\$ 158,000.00

Hours: 0
Stock Number: 1209129

Code	Description	Qty	Unit	Extended
55A0T	2025 JOHN DEERE WG/AC/24"/115"PAT/2D-GC/WD/CG/ RVC 55A0T	1	\$ 172,120.00	\$ 172,120.00
Standard Options - Per Unit				
183E	JDLINK	1	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	\$ 0.00
0259	English	1	\$ 0.00	\$ 0.00
0351	Translated Text Labels	1	\$ 0.00	\$ 0.00
0410	LGP PAT (Low Ground Pressure - Power Ang	1	\$ 2,093.00	\$ 2,093.00
0604	Cab - Level 2 Trim	1	\$ 15,647.00	\$ 15,647.00
0951	Rear Camera (Primary Display)	1	\$ 2,097.00	\$ 2,097.00
1100	No Detection System	1	\$ 0.00	\$ 0.00
1880	No Receivers	1	\$ 0.00	\$ 0.00
1900	No Display	1	\$ 0.00	\$ 0.00
1950	No Application	1	\$ 0.00	\$ 0.00
2032	EZ Grade	1	\$ 0.00	\$ 0.00
2941	2D Grade Control	1	\$ 8,800.00	\$ 8,800.00
4077	John Deere 4.5L - FT4/SV	1	\$ 0.00	\$ 0.00
5605	24 In (610 mm) Moderate Service Shoes -	1	\$ -4,651.00	\$ -4,651.00
5902	Rear Track Guides	1	\$ 0.00	\$ 0.00
6801	Front Idler Guards	1	\$ 0.00	\$ 0.00
7028	3 Function Electro-Hydraulics (EH) For P	1	\$ 3,741.00	\$ 3,741.00
7152	Thru-Drive Hydraulic Pump for use with D	1	\$ 467.00	\$ 467.00
7615	PAT Blade - 115 In (2921mm) w/ HD C-Fram	1	\$ 0.00	\$ 0.00
8049	Engine Air Precleaner - Rotary	1	\$ 516.00	\$ 516.00
8094	Extended Rigid Drawbar With Pin	1	\$ 545.00	\$ 545.00
8104	Fluid Sampling Ports Package	1	\$ 301.00	\$ 301.00
8123	Severe-Duty Fuel Filter	1	\$ 778.00	\$ 778.00
8179	Quick Service Package	1	\$ 927.00	\$ 927.00
8181	Cab step, Bolt-on	1	\$ 180.00	\$ 180.00

Selling Equipment

Quote Id:

YMDF	MDF Charge	1	\$ 0.00	\$ 0.00
YWLC	Will Call Charge	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 31,441.00
Dealer Attachments				
NA	SOURCEWELL DISCOUNT	1	\$ 15,385.45	\$ 15,385.45
Dealer Attachments Total				\$ 15,385.45
Value Added Services				
	Extended Warranty	1	\$ 5,584.00	\$ 5,584.00
Value Added Services Total				\$ 5,584.00
Suggested Price				\$ 224,530.45
Customer Discounts				
Customer Discounts Total			\$ -60,946.45	\$ -60,946.45
Total Selling Price				\$ 163,584.00

Extended Warranty Proposal

PowerGard™ Protection Plan

Crawler Dozers

Date : October 23, 2025

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 200
Equipment Type	Crawler Dozers	Coverage:	Comprehensive	Quoted Price	\$ 5,584.00
Model	450 P	Total Months:	72	Powergard List	\$ 5,584.00
Country	US	Total Hours:	4000	Date Quoted	October 23, 2025
MFWD/Tracks	N				

Scraper Use

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name – Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Inmate Catastrophic Insurance Contract

MANAGER’S COMMENTS:

The Finance Department requests approval of the renewal contract with Sirius America Insurance Company for the County’s catastrophic insurance policy covering large medical claims for inmates. The renewal premium is \$25,047 with a \$5,000 deductible, representing an increase of \$726 from last year. Funds of \$35,000 are available in the current Detention budget to cover this contract.

Board action is requested to approve the renewal contract with Sirius America Insurance Company in the amount of \$25,047.



WATAUGA COUNTY FINANCE OFFICE

814 West King St., Room 216 - Boone, NC 28607 - Phone (828) 265-8007 Fax (828) 265-8006

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Deidre Guy, Assistant Finance Director
SUBJECT: Inmate Catastrophic Insurance Contract
DATE: October 21, 2025

Attached please find information on the renewal contract with Sirius America Insurance Company for the catastrophic insurance policy for large medical claims incurred on behalf of inmates in the County's care. The renewal amount is \$25,047 with the \$5,000 deductible. This represents a \$726 increase from last year's premium. Funds of \$35,000 are available in the current detention budget for this contract.

Board approval is requested for the contract.



Date of Proposal: October 16 2025
 Proposed Insured: Watauga County Sheriff's Office
 City, State: Boone, NC
 Facilities Include: Watauga County Detention Center
 Issuing Company: SiriusPoint America Insurance Company, A.M. Best Rating "A-" Excellent
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.
 Policy Form: Blanket Accident Medical
 Effective Date: December 1, 2025
 Number of Inmates: 55

Specific Coverage:	Option 1
Per Inmate Deductible:	\$5,000
Per Inmate Coverage Limit:	\$250,000
Policy Maximum:	\$1,000,000
Rate Per Inmate Per Month:	\$37.95
Covered Expenses:	Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:
In-Patient Hospital Services:	
Outpatient Hospital Services:	
Physician Services:	
Outpatient Diagnostic and Lab Services:	Lesser of the Amount Paid or 70% of the Amount Billed or 200% of Medicaid
Ambulance Services:	
Medical Services and Supplies:	
Dialysis:	
Prescription Drugs:	Limited to those provided and administered during a Hospital Stay; Specialty Drugs are Excluded.
Benefits/Exclusions:	
Prior-to-Booking/In-Pursuit:	Excluded
Security & Guarding:*	Excluded
Dental:	Excluded
HIV/AIDS:	Included
Pregnancy:	Included (Inmate Only)
Specialty Drugs:	Excluded
Substance Abuse:	Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage.
Mental and Nervous Disorders:	
Total Annual Premium:	\$25,047.00

Terms and Conditions:

- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of.
- Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions: **From:** **To:**
 Claims Incurred: December 1, 2025 November 30, 2026
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by 11/30/2025, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

Printed Name: _____ Title: _____ Date: _____ Signature: _____

KING RISK PARTNERS

**Sirius America Insurance
Company**
140 Broadway
New York, NY 10005

APPLICATION FOR BLANKET LIMITED BENEFIT HEALTH INSURANCE

Part I Proposed Policyholder

a. Full Legal Name of Proposed Policyholder

Watauga County Sheriff's Office

b. Address

814 West King Street, Room 216, Boone, NC 28607

c. Proposed Policyholder is ☒ **A correctional facility or authority of a state, county or municipality, or** ☐ **a management company providing health services to inmates**

d. Requested Effective Date December 1, 2025

Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius America has received the initial premium on or before that date.

e. Who will be insured? *Please check each category that applies*

☐

1. Eligible Persons during Pursuit

☒

2. Eligible Persons in Custody of a correctional facility of a state, county or municipality

☒

3. Eligible Persons Incarcerated in a correctional facility of a state, county or municipality

Part II Plan of Insurance and Premium Calculation

a. Plan of Benefits

1. Maximum Benefit per Covered Inmate Per Policy Year \$ \$250,000

2. Maximum Benefit for injuries sustained during Pursuit \$ Excluded

3. Policy Aggregate Maximum per Policy Year \$ 1,000,000

4. Deductible Per Covered Inmate Per Policy Year \$ 5,000

b. Premium Calculation

1. Rate Per Covered Inmate per month \$ 37.95

2. Number of Covered Inmates on the Policy Effective Date 55

3. Initial Premium \$ 25,047.00

SEM-16-5000NC

Part III Acknowledgements and Signatures

- a. **Fraud Warning** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of committing a fraudulent insurance act, which is a crime.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Sirius America will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Sirius America, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at _____ on the _____ day of _____, 2025

*Signed for the **Proposed Policyholder***

Title

c. **To be acknowledged and signed by the Agent**

I certify that I have truly and accurately recorded on the application the information provided by the Policyholder.



*Signed by Licensed **Agent***

16811317

Agent License #

Leon D. Lancaster

Please Print Name

October 15, 2025

Date Signed: mm/dd/yyyy

Jacksonville, Florida

Signed at: City, State

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Adoption of Capital Projects Ordinance – Middle Fork Greenway (Boone Gorge Park)

MANAGER’S COMMENTS:

A Capital Projects Ordinance has been prepared to establish the Middle Fork Greenway – Boone Gorge Park project. The ordinance formally appropriates funds and authorizes the County to proceed with the project in accordance with the North Carolina General Statutes, Chapter 159, Section 13.2.

Total project funding amounts to \$4,215,000 and includes contributions from the following sources: Blue Ridge Conservancy (\$1,635,000), Watauga County TDA (\$1,480,000), Division of Water Resources Grant (\$500,000), Parks & Recreation Trust Fund Grant (\$500,000), and Recreation Trails Program Grant (\$100,000).

Board action is requested to adopt the Capital Projects Ordinance for the Middle Fork Greenway - Boone Gorge Park.

STATE OF NORTH CAROLINA

WATAUGA COUNTY

Watauga County Capital Projects Ordinance Middle Fork Greenway

BE IT ORDAINED by the Watauga County Board of Commissioners, pursuant to Section 13.2 of Chapter 159 of the general statutes of North Carolina, the following Capital Projects Ordinance is hereby adopted:

Section 1. The authorized project shall pertain to the creation of the Middle Fork Greenway Boone Gorge Park.

Section 2. The officers of the County are hereby directed to proceed with this project within the guidelines set by the budget contained herein and as amended in the future.

Section 3. The following revenues and appropriations are available to complete this project:

Blue Ridge Conservancy	\$ 1,635,000
Watauga County TDA	1,480,000
Division of Water Resources Grant	500,000
Parks & Recreation Trust Fund Grant	500,000
Recreation Trails Program Grant	100,000
Total revenues	\$ 4,215,000
Boone Gorge Park	\$ 4,215,000
Total appropriations	\$ 4,215,000

Section 4. The Finance Director is hereby directed to maintain sufficient specific detailed accounting records to satisfy grant regulations.

Section 5. Copies of this capital projects ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

ADOPTED this 4th day of November, 2025.

Braxton Eggers, Chairman
Watauga County Board of Commissioners

ATTEST:

Katie Hancock
Clerk to the Board

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards and Commissions

MANAGER'S COMMENTS:

Watauga Medical Center, Inc. Board of Trustees

The Watauga Medical Center, Inc. Board of Trustees has submitted the following individuals for appointment to the Board of Trustees for a three-year term beginning January 1, 2026, and ending December 31, 2028: Mr. Jonathan Allen, Mr. Jim Deal, and Mr. Chris Wilcox. The appointments were unanimously approved by the Board of Trustees at their October 23, 2025 meeting.

This item is presented for first reading; however, the Board may waive the first reading requirement and proceed with appointments at this time if it so chooses.

Board of Adjustment

The terms of Mr. Kenny Baughman and Mrs. Jenna Isenhour on the Board of Adjustment are expiring. Both have expressed a desire to continue serving on the Board.

There is one vacant alternate position on the Board.

This item is presented for first reading; however, the Board may waive the first reading requirement and proceed with appointments at this time if it so chooses.

Valle Crucis Historic Preservation Commission

The terms of Mr. Scott Jensen and Mr. Pat Bowman on the Valle Crucis Historic Preservation Commission are expiring. Both have expressed a desire to continue serving on the commission. The terms are for a three-year period.

This item is presented for first reading; however, the Board may waive the first reading requirement and proceed with appointments at this time if it so chooses.

Volunteer Application for Advisory Committees – Phillip Hardin

The County has received a volunteer application from Mr. Phillip Hardin of Banner Elk (Shawneehaw Township) expressing interest in serving on the Watauga County Board of Adjustment or the Watauga County Social Services Board.

Mr. Hardin is currently employed as the Economic Services Director for Buncombe County Health and Human Services and has worked in the social services field for 37 years, including time as a Department of Social Services Director. He also has significant volunteer experience, having

October 24, 2025

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

Dear Deron:

The Watauga Medical Center, Inc. Board of Trustees at their October 23, 2025 meeting unanimously approved submitting the following names to be considered by the Watauga County Commissioners for appointment to the Watauga Medical Center, Inc. Board of Trustees:

Jonathan Allen
Jim Deal
Chris Wilcox

The appointment will be for a three-year term beginning January 1, 2026 and ending December 31, 2028.

Thank you for your assistance with this process and please contact me should you have any questions.

Sincerely,



D. Nathan Nipper, President & CEO
UNCH Appalachian



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: October 27, 2025
To: Deron Geouque, County Manager
Katie Hancock, Clerk to the Board
From: Jason Walker, Director of Planning & Inspections
Re: Boards

Board of Adjustment

The Board of Adjustment has two positions expiring, Mr. Kenny Baughman and Mrs. Jenna Isenhour. Both individuals have expressed an interest in remaining on the Board.

There is one vacant position on the Board of Adjustment as an alternate. At the last meeting there was a first-reading recommendation for Mr. Phillip Hardin. If the Board of Commissioners wishes, he may fill this empty seat.

Valle Crucis Historic Preservation Commission

The Valle Crucis Historic Preservation Commission has two seats expiring: Mr. Scott Jensen and Mr. Pat Bowman. Both individuals have expressed interest in remaining on the commission.

Volunteer Application
Watauga County Boards And Commissions

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

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

Name: _____

Home Address: _____

City: _____ Zip: _____

Telephone: (H) _____ (W) _____ (Fax) _____

Email: _____

Place of Employment: _____

Job Title: _____

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

- | | | |
|-------------------------------------|------------------------------------|------------------------------------|
| ☐ Bald Mountain | ☐ Stony Fork | ☐ Watauga |
| ☐ New River | ☐ Brushy Fork | ☐ Cove Creek |
| ☐ Beaver Dam | ☐ Meat Camp | ☐ Shawneehaw |
| ☐ Blue Ridge | ☐ Blowing Rock | ☐ Laurel Creek |
| ☐ Elk | ☐ North Fork | ☐ Boone |

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

- | | |
|--|--|
| ☐ Foscoe-Grandfather Community | ☐ Valle Crucis Historic District |
| ☐ Howards Creek Watershed | ☐ Winklers Creek Watershed |
| ☐ South Fork New River Watershed | ☐ Extraterritorial Area |

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

Gender

- ☐ Male
☐ Female

Ethnic Background

- | | |
|--|--------------------------------|
| ☐ African American | ☐ Hispanic |
| ☐ Caucasian | ☐ Other |
| ☐ Native American | |

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

1.
2.
3.

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

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

**Work
Experience:**

**Volunteer
Experience:**

**Other
Experience:**

**Other
Comments:**

Signature:

Phillip Hardin

Date:

Print Form

Reset Form

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Budget Amendment

MANAGER'S COMMENTS:

To qualify for additional funding from the North Carolina 911 Board, the County must first spend down its existing 911 fund balance. Drawing down the fund balance will enable the County to access the additional Board-approved funds.

This expenditure of existing funds is a prerequisite for receiving the new allocation and will allow the County to procure necessary equipment and technology upgrades for the 911 Center.

Board action is requested to authorize the drawdown of \$162,718.92 from the 911 fund balance to access the additional NC 911 Board-approved funding for equipment purchases at the 911 Center.



WATAUGA COUNTY
FINANCE OFFICE

814 West King St., Suite 216, Boone, NC 28607 Phone (828) 265-8007

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Deidre Guy, Assistant Finance Director
SUBJECT: Budget Amendments
DATE: October 29, 2025

The following budget amendment requires the approval of the Watauga County Board of Commissioners. Board approval is requested.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
263991 399101	Fund Balance		\$162,718.92
264330 425000	Hardware	\$162,718.92	

To utilize Emergency Telephone 911 fund balance for hardware.

AGENDA ITEM 11:

COMMISSIONERS' COMMENTS

AGENDA ITEM 12:

BREAK

AGENDA ITEM 13:

CLOSED SESSION

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

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