

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

**TUESDAY, JANUARY 18, 2022
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: December 21, 2021, Regular Meeting December 21, 2021, Closed Session		1
	3	APPROVAL OF THE JANUARY 18, 2022, AGENDA		7
5:35	4	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	MS. JENNIFER GREENE	9
5:40	5	WATAUGA COUNTY SHERIFF'S REQUEST TO PURCHASE SAFARILAND LEVEL III VEST AND PROTECH BALLISTIC HELMETS	CAPTAIN PRESTON RUSSELL	11
5:45	6	TAX MATTERS	MR. LARRY WARREN	
		A. Monthly Collections Report		15
		B. Refunds and Releases		17
		C. Board of Equalization and Review (E&R) Schedule		27
		D. 2022 Revaluation Update		31
5:50	7	FINANCE MATTERS	MS. MISTY WATSON	
		A. Budget Amendments		77
		B. Proposed Agreement for Underwriting Services for the New Valle Crucis School		81
5:55	8	PROPOSED SCOPE CHANGE ORDERS FOR SANITATION PROJECTS	MR. REX BUCK	87
6:00	9	FY 2021 DOMESTIC PREPAREDNESS REGION PROJECT AWARD REQUEST	MR. WILL HOLT	97
6:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Proposed Resolution on Statewide Workforce Board Realignment		103
		B. Broadband RFP Bid Award Request		107
		C. Proposed Dates for Annual Pre-Budget Retreat		159
		D. Proposed Dates for Budget Work Sessions		163
		E. Boards and Commissions		165
		F. Announcements		169
6:10	11	PUBLIC COMMENT		171
7:10	12	BREAK		171
7:15	13	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		171
7:25	14	POSSIBLE ACTION AFTER CLOSED SESSION		171
7:30	15	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

December 21, 2021, Regular Meeting

December 21, 2021, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, DECEMBER 21, 2021**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, December 21, 2021, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Vice-Chairman Kennedy called the meeting to order at 5:34 P.M. The following were present:

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

[Clerk's Note: Chairman Welch was not able to attend due to a prior commitment.]

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

APPROVAL OF MINUTES

Vice-Chairman Kennedy called for a correction to the November 16, 2021, regular minutes as well as additions and/or corrections to the December 7, 2021, regular meeting and closed session minutes.

Commissioner Pertalion, seconded by Commissioner Turnbow, moved to approve the November 16, 2021, regular meeting minutes with the corrections as presented.

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

Commissioner Pertalion, seconded by Commissioner Turnbow, moved to approve the December 7, 2021, closed session minutes as presented.

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

Commissioner Pertalion, seconded by Commissioner Turnbow, moved to approve the December 7, 2021, closed session minutes as presented.

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

APPROVAL OF AGENDA

Vice-Chairman Kennedy called for additions and/or corrections to the December 21, 2021, agenda.

Commissioner Turnbow, seconded by Commissioner Pertalion, moved to approve the December 21, 2021, agenda as presented.

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

CAPITAL CAMPAIGN REQUEST FOR THE HIGH COUNTRY SERVICE AREA

Ms. Anne-Marie Yates and Ms. Evalyn Pierce, Capital Campaign Co-Chairs, presented a capital campaign for a hospice and palliative care facility for the High Country Service Area. Ms. Yates and Ms. Pierce shared personal experiences that resulted in the realization of the need for such a facility located in the High Country.

Ms. Kerri McFalls, AMOREM Vice President of Community Engagement, and Ms. Brittany Bonn, AMOREM Director of Development, also shared information regarding the facility to be located on Moonstruck Lane off of Archie Carroll Road. The facility would be located adjacent their Office Building which was currently under construction. Appalachian Architecture prepared the plans for the buildings. The request to the Board was to sponsor a patient room at the cost of \$250,000 which could be paid over a five-year period. The sponsorship would come with naming rights for the room.

County Manager Geouque stated that there could potentially be American Recovery Plan Act (ARPA) funds available for water and sewer; however, the infrastructure was already in place for the project. It was clarified that operation costs would be covered through insurance and Medicare funds.

Vice-Chairman Kennedy stated that the Board would discuss the request at the Annual Pre-Budget Retreat which would take place in February and during the upcoming budget process.

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

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

REQUEST FOR DECLARATION OF SURPLUS AND SALE – WCSO K-9

County Manager Geouque, on behalf of Major Redmon, requested to declare “Elvis” a K-9 police dog as surplus and approve the sale to its handler, Lt. Rick Ruppert. Major Redmon had indicated that due to Elvis’ age and hip issues, the K-9 must be retired for use by the Sheriff’s Office. General Statutes allowed for the dog to be sold for a negotiated price by order of the Board of Commissioners. For staff to carry out the order, the Board must adopt a resolution, as presented by the County Manager, and advertise the sale for ten (10) days prior to the sale. The County Manager requested the dog be declared surplus and sold for a fee of \$1.00 to its handler, who would then bare all future expenses related to the medical, care and housing of Elvis. Since the K-9 had been trained for duty, it would be best for an experienced handler to have ownership.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to declare the K-9 “Elvis” surplus; adopt the resolution, and direct staff to give notice ten (10) days prior to the sale with the understanding that, upon completion of the ten-day notice, Elvis would be presented to Lt. Ruppert who would bare all future expenses related to the medical, care and housing of Elvis.

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

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of November 2021. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the Refunds and Releases Report for November 2021 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Peralion, seconded by Commissioner Wallin, moved to approve the Refunds and Releases Report for November 2021 as presented.

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

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Animal Care and Control Vehicle Bid Award Request

County Manager Geouque requested authorization for the purchase of one (1) new 4x4 F150 Pickup Truck in the amount of \$28,306.94, including tax and tag, from Capital Ford, Inc. The vehicle costs more than originally budgeted due to rising costs; however, funds were available in

the current Animal Care and Control budget and administrative contingency fund to cover the expense. The County Manager stated that the kennel from the current vehicle would be transferred by staff to the new vehicle.

After brief discussion, Commissioner Peralion, seconded by Commissioner Wallin, moved to authorize the purchase of one (1) new 4x4 F150 Pickup Truck for Animal Care and Control in the amount of \$28,306.94 from Capital Ford, Inc.

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

B. Announcements

County Manager Geouque announced the following:

- The Watauga Compassionate Community Initiative sent a “save the date” for their Annual Spring Conference which was scheduled to be held on Friday, May 13, and Saturday, May 14, 2022.
- The January 4, 2022, regular Board meeting has been cancelled and the next regular meeting would be held on January 18, 2022, at 5:30 P.M.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 6:36 P.M., Commissioner Wallin, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

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

Commissioner Wallin, seconded by Commissioner Peralion, moved to resume the open meeting at 9:44 P.M.

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

POSSIBLE ACTION AFTER CLOSED SESSION

There was no action after closed session.

ADJOURN

Commissioner Peralion, seconded by Commissioner Turnbow, moved to adjourn the meeting at 9:45 P.M.

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

Billy Kennedy, Vice-Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE JANUARY 18, 2022, AGENDA

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AGENDA ITEM 4:

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

MANAGER'S COMMENTS:

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

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

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AGENDA ITEM 5:

WATAUGA COUNTY SHERIFF'S REQUEST TO PURCHASE SAFARILAND LEVEL III VESTS AND PROTECH BALLISTIC HELMETS.

MANAGER'S COMMENTS:

Captain Russell, Watauga County Sheriff's Office, will request the Board approve the purchase of seven (7) Safariland Level III vests at \$3,286.19 each and eight (8) Protech ballistic helmets at \$762.50 each. Funds are to come from the ARP funding the County received. The expense is eligible for ARP funding. Total cost of the purchase is \$31,361.31.

Board approval is required to purchase seven (7) Safariland Level III vests and eight (8) Protech ballistic helmets from Lawmen's in the amount of \$31,361.31.



WATAUGA COUNTY SHERIFF'S OFFICE

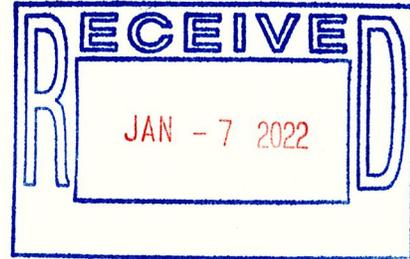
184 HODGES GAP ROAD
BOONE, NORTH CAROLINA 28607
(828) 264-3761 • FAX (828) 263-5345

LEN D. HAGAMAN, JR.
SHERIFF

To: Deron Geouque- Watauga County Manger

From: Captain Preston Russell

Re: SWAT Vest & Helmets



The Watauga County Sheriff's Office requests the Watauga County Board of Commissioner's approval to purchase 7 Safariland level III vests and 8 Protech ballistic helmets. The described items are quoted from Lawman's at the North Carolina State contract price.

7 Safariland III tactical armor vests \$3,286.19 each.

8 Protech ballistic helmets \$762.50 each.

Respectfully Requested by:

Captain: Preston Russell



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

011822 BCC Meeting

SALES QUOTE

SQ-370406

1/4/2022



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer	Contact	Ship To
WATAUGA COUNTY SHERIFF'S OFFICE 184 HODGES GAP ROAD BOONE NC 28607 Tel: (828)265-7601 Fax: (828)263-5345		WATAUGA COUNTY SO KELLY REDMON 184 HODGES GAP ROAD BOONE NC 28607

Account	Terms	Due Date	Account Rep	Schedule Date
WATAUG	NET 30 Days	2/3/2022	Zachary Parke	1/4/2022
Quotation	PO #	Reference	Ship VIA	Page Printed
SQ-370406		RUSSELL	FACTORY DIRECT	1 1/5/2022 1:41:42 PM

I	Item	Description	Qty	Price	UM	Discount	Amount
1	SBA1314262TG	Safariland 1314262 SHIFT 360 Single Flap Advanced Webless System VELCRO Brand Closure Color - Tactical Green QN: 21-QUO-003434 BROWN, CODY 5'7 165 34" - MD GREENE, JACK 5'7 165 37" - MD NORRIS, GARRETT 5'11 38" - LG TAYLOR, CAMERON 5'11 180 34 - MD ARNETTE, TODD 5'7 175 39" - LG RUSSELL, PRESTON 6'6 250 42" - LG WOODY, DARRICK 6'3 280 46" - XL	7	\$327.50	EA		\$2,292.50
2	SBA1352026TG	Safariland Armor 1352026 Collar New Hardwire 68 Level IIIA Tactical Green	7	\$207.50	EA		\$1,452.50
3	SBA1352028TG	Safariland Armor 1352028 New Structured Upper Arms - SHORT - Hardwire 68 Level Tactical Green Regular	7	\$460.00	EA		\$3,220.00
4	SBA1352025TG	Safariland Armor 1352025 Shift 360 Shoulder Ballistics New Hardwire 68 Tactical Green	7	\$245.00	EA		\$1,715.00
5	SBA1350951	Safariland 1350951 SHIFT 360 Cumberbund Ballistics New Hardwire 68 Level IIIA, TACTICAL GREEN	7	\$385.00	EA		\$2,695.00
6	SBA1352030TG	Safariland Armor 1352030 Lower Abdomen-Spine Advanced Webless Sys Tactical Green	14	\$207.50	EA		\$2,905.00
7	PAP1350923	Protech Tactical Plate 1350923 Hardwire 9000 Type III 10X12 Multi	7	\$530.00	EA		\$3,710.00

<p>**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.</p> <p>**RESTOCKING FEES MAY APPLY TO RETURNED ITEMS.</p> <p>**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.</p> <p>**QUOTE IS GOOD FOR 30 DAYS.</p>						<p>Page 1</p> <p>Sub Total \$17,990.00</p> <p>Running Sub Total \$17,990.00</p>
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3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

011822 BCC Meeting

SALES QUOTE	
SQ-370406	1/4/2022



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WATAUGA COUNTY SHERIFF'S OFFICE 184 HODGES GAP ROAD BOONE NC 28607 Tel: (828)265-7601 Fax: (828)263-5345		WATAUGA COUNTY SO KELLY REDMON 184 HODGES GAP ROAD BOONE NC 28607

Account	Terms	Due Date	Account Rep	Schedule Date
WATAUG	NET 30 Days	2/3/2022	Zachary Parke	1/4/2022

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-370406		RUSSELL	FACTORY DIRECT	2	1/5/2022 1:41:42 PM

L	Item	Description	Qty	Price	UM	Discount	Amount
8	PAP1350914	Curve Shooters Cut Protech Tactical Plate 1350914 Hardwire 8000 Type III 10X12 Multi Curve Shooters Cut	7	\$682.50	EA		\$4,777.50
9	PRMJM252TGLG	PREMIER 3x8.5 Velcro ID TACTICAL GREEN TWILL LARGE FONT: SWISS 912 FONT COLOR: BLACK WORDING: SHERIFF	7	\$7.00	EA		\$49.00
10	PRMJM252TGSM	PREMIER 2x5 Velcro ID TACTICAL GREEN TWILL SMALL FONT: SWISS 912 FONT COLOR: BLACK WORDING: SHERIFF	7	\$7.00	EA		\$49.00
11	SBA1219262	Safariland 1219262 TITAN Triple M4 Magazine Carry Set, TACTICAL GREEN	7	\$19.69	EA		\$137.83
12							
13	PAP1220976HCFD	Protech Tactical Helmet 1220976-HC- FD Delta 4 4-Bolt High-Cut Full Dress - Team Wendy CamFit and Epic Air, Rails, NVG Shroud, Bungees and Velcro Kit	8	\$762.50	EA		\$6,100.00
14							
15	SH	SHIPPING/HANDLING	1	\$274.95	EA		\$274.95

<p>**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.</p> <p>**RESTOCKING FEES MAY APPLY TO RETURNED ITEMS.</p> <p>**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.</p> <p>**QUOTE IS GOOD FOR 30 DAYS.</p>	<p>Tax Details NCCTY675 \$1983.034</p> <p>Payment Details 01/01/00 No Payment History</p>	<p>Taxable \$29,378.28</p> <p>Total Tax \$1,983.03</p> <p>Exempt \$0.00</p> <p>Total \$31,361.31</p> <p>Balance \$31,361.31</p>
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AGENDA ITEM 6:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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

Monthly Collections Report

Watauga County

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

Monthly Report December 2021

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>					
Taxes 2021	8,847,884.11		30,651,720.90	83.00%	80.21%
Prior Year Taxes	38,395.10		222,787.81		
Solid Waste User Fees	628,498.86		2,214,934.55	83.43%	81.51%
Green Box Fees	120.60		233.50	NA	NA
Total County Funds	\$9,514,898.67		\$33,089,676.76		
<u>Fire Districts</u>					
Foscoe Fire	96,646.16		396,317.45	83.55%	83.35%
Boone Fire	219,361.75		781,606.09	86.20%	82.42%
Fall Creek Service Dist.	1,410.29		7,137.67	74.69%	73.27%
Beaver Dam Fire	25,480.12		82,199.17	79.57%	75.01%
Stewart Simmons Fire	36,422.67		190,279.53	72.01%	65.24%
Zionville Fire	25,086.18		95,141.77	81.75%	78.21%
Cove Creek Fire	48,623.17		204,136.09	83.66%	78.79%
Shawneehaw Fire	18,604.60		86,454.37	81.03%	79.73%
Meat Camp Fire	45,956.73		174,880.78	82.46%	78.82%
Deep Gap Fire	47,230.10		160,144.42	84.27%	78.10%
Todd Fire	10,220.33		50,757.79	81.11%	82.84%
Blowing Rock Fire	101,052.77		413,792.91	82.20%	80.40%
M.C. Creston Fire	1,773.43		4,533.77	74.38%	72.48%
Foscoe Service District	14,881.52		65,645.00	87.07%	82.09%
Beech Mtn. Service Dist.	74.35		845.10	50.97%	40.09%
Cove Creek Service Dist.	232.95		324.15	100.00%	34.77%
Shawneehaw Service Dist	1,424.15		4,947.26	75.89%	78.17%
	\$693,070.98		\$2,712,005.65		
<u>Towns</u>					
Boone	2,257,299.94		5,582,867.95	83.03%	81.72%
Municipal Services	74,326.12		187,184.52	89.57%	79.89%
Boone MV Fee	NA	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA	NA
Total Town Taxes	\$2,331,626.06		\$5,770,052.47		
Total Amount Collected	\$12,539,595.71		\$41,571,734.88		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 6:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

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

01/03/2022 16:12
Larry.WarrenWATAUGA COUNTY
POST OPEN RELEASESP 1
tncabten

REF NO	CAT	YEAR	BILL	OWNER NAME	REASON	RESOLUTION CLERK	EFFEC DATE ENTRY DATE	ASSMT CHANGE EXEM CHANGE	CHARGE	RELEASE	AMOUNT
7944	20	2017	27518 2819-22-5850-000	1533009 BURIC, MICHAEL A	REF REFUND RELEASE	Larry.Warr	01/03/2022 12/02/2021	-34,100 0	F12 G01		-17.05 -120.37 -137.42
7945	20	2018	27662 2819-22-5850-000	1533009 BURIC, MICHAEL A	REF REFUND RELEASE	Larry.Warr	01/03/2022 12/02/2021	-34,100 0	F12 G01		-17.05 -120.37 -137.42
7946	20	2019	27999 2819-22-5850-000	1533009 BURIC, MICHAEL A	REF REFUND RELEASE	Larry.Warr	01/03/2022 12/02/2021	-34,100 0	F12 G01		-17.05 -137.42 -154.47
7947	20	2020	44541 2819-22-5850-000	1533009 BURIC, MICHAEL A	REF REFUND RELEASE	Larry.Warr	01/03/2022 12/02/2021	-34,100 0	F12 G01		-17.05 -137.42 -154.47
7948	20	2021	27861 2819-22-5850-000	1533009 BURIC, MICHAEL A	REF REFUND RELEASE	Larry.Warr	01/03/2022 12/02/2021	-34,100 0	F12 G01		-17.05 -137.42 -154.47
7955	25	2021	1459 3774	1594156 CARSON, DOUGLAS LIFE ESTATE	REL TAX RELEASES	Stephanie.	01/03/2022 12/14/2021	0 0	F09 G01 SWF F09L G01L		-4.00 -32.24 -80.00 -.40 -3.22 -119.86
7957	25	2021	1551 29024999	1029024 CLARK, CHARLIE	REL TAX RELEASES	Larry.Warr	01/03/2022 12/21/2021	-6,990 0	G01 F02		-12.13 -1.81 -13.94
7959	25	2021	1551 29024999	1029024 CLARK, CHARLIE	REL TAX RELEASES	Larry.Warr	01/03/2022 12/21/2021	6,990 0	G01 F02		12.13 1.81 13.94
7960	25	2021	1551 29024999	1029024 CLARK, CHARLIE	REL TAX RELEASES	Larry.Warr	01/03/2022 12/21/2021	0 0	SWF G01 F02		-80.00 -12.13 -1.81 -93.94

01/03/2022 16:12
Larry.WarrenWATAUGA COUNTY
POST OPEN RELEASESP 2
tncabten

REF NO	CAT YEAR	BILL	OWNER NAME	REASON	RESOLUTION CLERK	EFFEC DATE ENTRY DATE	ASSMT CHANGE EXEM CHANGE	CHARGE	RELEASE	AMOUNT
7953	25 2021	1485	1050285 FANNON, JACK M	REL TAX RELEASES	Stephanie.	01/03/2022 12/13/2021		0 F03 0 G01 SWF G01L		-1.00 -8.06 -80.00 -.81 <hr/> -89.87
7951	20 2021	40267	1211671 GRAHAM, LAURA L	REL TAX RELEASES	Larry.Warr	01/03/2022 12/08/2021		0 C02 0 G01		-266.64 -244.22 <hr/> -510.86
7949	20 2021	1000021	1794243 HIGH HO! PROPERTIES, LLC	REL TAX RELEASES	Larry.Warr	01/03/2022 12/02/2021		0 F01 0 G01 SWF		-124.35 -1,002.26 -80.00 <hr/> -1,206.61
7943	25 2021	1768	1550845 JACKSON, JIMMY STONEWALL	REL TAX RELEASES	Stephanie.	01/03/2022 12/01/2021		0 G01 0 F02 G01L F02L		-2.02 -.30 -.20 -.03 <hr/> -2.55
7954	25 2021	2284	1505808 LAWRENCE, JOHNNY R	REL TAX RELEASES	Stephanie.	01/03/2022 12/13/2021		0 G01 0 F07 G01L F07L		-9.39 -1.17 -.94 -.12 <hr/> -11.62
7956	25 2021	2590	1536795 MOSS AND LACE	REF REFUND RELEASE	Sherry.Gre	01/03/2022 12/16/2021		0 G01 0 C02		-.64 -.70 <hr/> -1.34
7961	20 2020	49165	1767896 POTTER, EARL	REL TAX RELEASES	Larry.Warr	01/03/2022 12/28/2021		0 FX9 0 G01 SWF		-109.90 -885.79 -80.00 <hr/> -1,075.69
7950	20 2021	24741	1519481 RHYNE, ROBIN RHODES	REL TAX RELEASES	Stephanie.	01/03/2022 12/02/2021	-94,750	F02 0 G01		-56.85 -381.84 <hr/> -438.69



01/03/2022 16:12
Larry.Warren

WATAUGA COUNTY
POST OPEN RELEASES

P 3
tncabten

REF NO	CAT	YEAR	BILL	OWNER NAME	REASON	RESOLUTION CLERK	EFFEC DATE ENTRY DATE	ASSMT CHANGE EXEM CHANGE	CHARGE	RELEASE AMOUNT
7962	20	2020	17190 1889-44-2036-000	1162106 TOWNSEND, LEE ROY AND BARBARA	REL TAX RELEASES	Larry.Warr	01/03/2022 12/30/2021	0 F01 0 G01 SWF		-120.90 -974.45 -80.00
										-1,175.35
7958	25	2021	1501 3818	1172618 WATSON, MARCUS W (HEIRS)	REL TAX RELEASES	Larry.Warr	01/03/2022 12/21/2021	-6,990 F12 0 G01		-3.50 -28.17
										-31.67
19 RELEASES								RELEASE TOTAL		-5,496.30

01/03/2022 16:12
 Larry.Warren

WATAUGA COUNTY
POST OPEN RELEASES - CHARGE SUMMARY
P 4
tncabten

YEAR	CAT	CHARGE	RELEASE AMOUNT	RELEASE VALUE	
2017	20	F12	BLOWING ROCK FIRE RE	-17.05	-34,100
2017	20	G01	WATAUGA COUNTY RE	-120.37	-34,100
			2017 TOTAL	-137.42	
2018	20	F12	BLOWING ROCK FIRE RE	-17.05	-34,100
2018	20	G01	WATAUGA COUNTY RE	-120.37	-34,100
			2018 TOTAL	-137.42	
2019	20	F12	BLOWING ROCK FIRE RE	-17.05	-34,100
2019	20	G01	WATAUGA COUNTY RE	-137.42	-34,100
			2019 TOTAL	-154.47	
2020	20	F01	FOSCOE FIRE RE	-120.90	0
2020	20	F12	BLOWING ROCK FIRE RE	-17.05	-34,100
2020	20	FX9	MEAT CAMP/CRESTON SERV DIST RE	-109.90	0
2020	20	G01	WATAUGA COUNTY RE	-1,997.66	-34,100
2020	20	SWF	SANITATION USER FEE	-160.00	0
			2020 TOTAL	-2,405.51	
2021	20	C02	BOONE RE	-266.64	0
2021	20	F01	FOSCOE FIRE RE	-124.35	0
2021	20	F02	BOONE FIRE RE	-56.85	-94,750
2021	20	F12	BLOWING ROCK FIRE RE	-17.05	-34,100
2021	20	G01	WATAUGA COUNTY RE	-1,765.74	-128,850
2021	20	SWF	SANITATION USER FEE	-80.00	0
2021	25	C02	BOONE PP	-.70	0
2021	25	F02	BOONE FIRE PP	-2.11	0
2021	25	F02L	BOONE FIRE LATE LIST	-.03	0
2021	25	F03	FALL CREEK FIRE DISTRICT	-1.00	0
2021	25	F07	COVE CREEK FIRE PP	-1.17	0
2021	25	F07L	COVE CREEK FIRE LATE LIST	-.12	0
2021	25	F09	MEAT CAMP FIRE PP	-4.00	0
2021	25	F09L	MEAT CAMP FIRE LATE LIST	-.40	0
2021	25	F12	BLOWING ROCK FIRE PP	-3.50	-6,990
2021	25	G01	WATAUGA COUNTY PP	-92.65	-6,990
2021	25	G01L	WATAUGA COUNTY LATE LIST	-5.17	0
2021	25	SWF	SANITATION USER FEE	-240.00	0
			2021 TOTAL	-2,661.48	
			RELEASE TOTAL	-5,496.30	

** END OF REPORT - Generated by Larry Warren **

01/03/2022 16:12 WATAUGA COUNTY
 Larry.Warren POST OPEN RELEASES - CHARGE SUMMARY

P 5
 tncabten

CLERK: Larry.Warren

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC	T OB	DEBIT	CREDIT
2022	6	370										
		TXC 280000-131712						2017 TAXES BLOWING ROCK				17.05
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 280000-262112						RES.FOR TAXES REC.-B.ROCK			88.75	
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 100000-121317						2017 TAX LEVY				120.37
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 100000-262100						RES.FOR TAXES RECEIVABLE			4,239.38	
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 280000-131812						2018 TAXES BLOWING ROCK FIRE				17.05
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 100000-121318						2018 TAX LEVY				120.37
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 280000-131912						2019 TAXES BLOWING ROCK				17.05
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 100000-121319						2019 TAX LEVY				137.42
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 280000-132012						2020 TAXES BLOWING ROCK				17.05
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 100000-121320						2020 TAX LEVY				1,997.66
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 280000-132112						2021 TAXES BLOWING ROCK				20.55
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 100000-121321						2021 TAX LEVY				1,863.56
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 280000-132109						2021 TAXES MEAT CAMP				4.40
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 280000-262109						RES FOR TAXES REC.-MEAT CAMP			4.40	
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 660000-121121						2021 SOLID WASTE FEE				320.00
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 663740-350001						LANDFILL USER FEES-CURR.YR.			480.00	
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 240000-132102						2021 TAXES BOONE				58.99
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 240000-262100						RES.FOR TAXES RECEIVABLE			58.99	
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 280000-132103						2021 TAXES FALL CREEK				1.00
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 280000-262103						RES FOR TAXES-FALL CREEK			1.00	
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 730000-132105						2021 TAXES BOONE MSD				267.34
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 730000-262105						RES. FOR TAXES REC.-TOB			267.34	
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 280000-132101						2021 TAXES FOSCOE				124.35
			12/30/2021	TX RELEASE				TAX RELEASE				
		TXC 280000-262101						RES.FOR TAXES REC.-FOSCOE			245.25	

01/03/2022 16:12
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WATAUGA COUNTY
POST OPEN RELEASES - CHARGE SUMMARY

P 6
tncabten

YEAR PER	JNL				ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	LINE DESC			
	12/30/2021	TX RELEASE			TAX RELEASE			
TXC 280000-132107					2021 TAXES COVE CREEK FIRE			1.29
	12/30/2021	TX RELEASE			TAX RELEASE			
TXC 280000-262107					RES. FOR TAXES REC.-COVE CREEK		1.29	
	12/30/2021	TX RELEASE			TAX RELEASE			
TXC 280000-132019					2020 TAXES CRESTON			109.90
	12/30/2021	TX RELEASE			TAX RELEASE			
TXC 280000-262119					RES FOR TAXES REC-M CAMP/CREST		109.90	
	12/30/2021	TX RELEASE			TAX RELEASE			
TXC 660000-121120					2020 SOLID WASTE FEE			160.00
	12/30/2021	TX RELEASE			TAX RELEASE			
TXC 280000-132001					2020 TAXES FOSCOE			120.90
	12/30/2021	TX RELEASE			TAX RELEASE			
					ABT JOURNAL 2022/06/370	TOTAL	5,496.30	5,496.30
2022 6 370								
TXC 660000-299020					REVENUE CONTROL		480.00	
	12/30/2021	TX RELEASE			TAX RELEASE			

01/03/2022 16:12
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WATAUGA COUNTY
POST OPEN RELEASES - CHARGE SUMMARY

P 7
tncabten

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
10	2022	6	370	12/30/2021	GENERAL FUND		
100000-121317					2017 TAX LEVY		120.37
100000-121318					2018 TAX LEVY		120.37
100000-121319					2019 TAX LEVY		137.42
100000-121320					2020 TAX LEVY		1,997.66
100000-121321					2021 TAX LEVY		1,863.56
100000-262100					RES.FOR TAXES RECEIVABLE	4,239.38	
					FUND TOTAL	4,239.38	4,239.38
24	2022	6	370	12/30/2021	RURAL FIRE DIST.FUND		
240000-132102					2021 TAXES BOONE		58.99
240000-262100					RES.FOR TAXES RECEIVABLE	58.99	
					FUND TOTAL	58.99	58.99
28	2022	6	370	12/30/2021	FIRE DISTRICTS FUND		
280000-131712					2017 TAXES BLOWING ROCK		17.05
280000-131812					2018 TAXES BLOWING ROCK FIRE		17.05
280000-131912					2019 TAXES BLOWING ROCK		17.05
280000-132001					2020 TAXES FOSCOE		120.90
280000-132012					2020 TAXES BLOWING ROCK		17.05
280000-132019					2020 TAXES CRESTON		109.90
280000-132101					2021 TAXES FOSCOE		124.35
280000-132103					2021 TAXES FALL CREEK		1.00
280000-132107					2021 TAXES COVE CREEK FIRE		1.29
280000-132109					2021 TAXES MEAT CAMP		4.40
280000-132112					2021 TAXES BLOWING ROCK		20.55
280000-262101					RES.FOR TAXES REC.-FOSCOE	245.25	
280000-262103					RES FOR TAXES-FALL CREEK	1.00	
280000-262107					RES. FOR TAXES REC.-COVE CREEK	1.29	
280000-262109					RES FOR TAXES REC.-MEAT CAMP	4.40	
280000-262112					RES.FOR TAXES REC.-B.ROCK	88.75	
280000-262119					RES FOR TAXES REC-M CAMP/CREST	109.90	
					FUND TOTAL	450.59	450.59
66	2022	6	370	12/30/2021	SOLIDWASTE ENTERPRISE FUND		
660000-121120					2020 SOLID WASTE FEE		160.00
660000-121121					2021 SOLID WASTE FEE		320.00
660000-299020					REVENUE CONTROL	480.00	
					FUND TOTAL	480.00	480.00
73	2022	6	370	12/30/2021	TOWN OF BOONE TAX FUND		
730000-132105					2021 TAXES BOONE MSD		267.34
730000-262105					RES. FOR TAXES REC.-TOB	267.34	
					FUND TOTAL	267.34	267.34

01/03/2022 16:12
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WATAUGA COUNTY
POST OPEN RELEASES - CHARGE SUMMARY

P 8
tncabten

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
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AGENDA ITEM 6:**TAX MATTERS*****C. Board of Equalization and Review (E&R) Schedule*****MANAGER'S COMMENTS:**

Mr. Larry Warren, Tax Administrator, will discuss the scheduling of the FY 2022 Board of Equalization and Review (E&R). The Board may create a special Board of Equalization and Review that will serve this spring. In previous years, the Board was incorporated to include the Manager as an alternate member.

The convening date for the Board of Equalization and Review is scheduled for Tuesday, April 5th in the County Commissioners Conference Room. Adjournment of the Board is scheduled for Tuesday, April 26th, 2022 at 5:00 PM in the County Commissioners Conference Room.

Staff will request the Board approve the schedule for FY 2022 Board of Equalization and Review as presented. In addition, direction is requested as to whether the Board wishes to create a special board for E&R or if the Board of County Commissioners plans to serve in that capacity. Should the Board wish to have the County Manager serve as an alternate member the attached resolution would need to be adopted.

The member compensation also needs to be set. For the past several years it has been \$75.00 per session.

Board action is required to 1.) set the convening and adjournment dates; 2.) decide if the Board wishes to serve in the capacity as the Board of Equalization and Review; 3.) adopt the enclosed resolution and request the County Manager to serve as an alternate member; 4.) set the compensation rate at \$75 per session with the County Manager not receiving any additional compensation.



WATAUGA COUNTY TAX ADMINISTRATION

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

MEMORANDUM

TO: Deron T. Geouque
CC: Anita Fogle, Clerk to the Board
FROM: Larry D. Warren
SUBJECT: 2022 Board of Equalization and Review
DATE: January 4, 2022

I'd like to address the County Commissioners at the January 18th meeting to discuss dates and times for the 2022 Board of E&R. My recommendation is:

Convene on Tuesday April 5, 2022 and administer oaths.
Adjourn for the taking of applications on Thursday April 21, 2022 at 5:00 pm.

The dates and times the Board approves will be advertised locally prior to the first meeting. The convening and adjourning dates for the 2022 Board of E&R is the official time for taking of applications for hearing of the property tax appeals. Compensation for the 2022 Board of E&R will also need to be approved. The member compensation for the past several years has been set at \$75.00 per session. Please let me know if you have questions. Also, I would like to present the attached Resolution for the Board's approval in establishing the Watauga County Board of Equalization and Review for 2022.

COUNTY OF WATAUGA

STATE OF NORTH CAROLINA

RESOLUTION ESTABLISHING

WATAUGA COUNTY BOARD OF EQUALIZATION AND REVIEW

WHEREAS, North Carolina General Statutes Section 105-322 authorizes the Board of County Commissioners by resolution to appoint a special Board of Equalization and Review to hear and review appeals of listings and valuations placed upon taxable property located within Watauga County; and

WHEREAS, this Board desires to establish a Board of Equalization and Review to perform those duties specified in G.S. 105-322.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF WATAUGA AS FOLLOWS:

That this Board hereby establishes a Board of Equalization and Review as follows:

MEMBERSHIP:

1. Shall consist of the 5 member County Commissioners, each having one vote.
2. Three members shall constitute a quorum.
3. One alternate shall be appointed consisting of the County Manager.
4. The alternate shall only serve to meet a quorum of the Board for a scheduled Board of Equalization and Review meeting.

POWERS AND DUTIES:

The powers and duties of this Board shall be as specified in NCGS 105-328 and Article 21 of the Machinery Act.

ADOPTED by the Watauga County Board of Commissioners this, the 18th day of January, 2022.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 6:

TAX MATTERS

D. 2022 Revaluation Update

MANAGER'S COMMENTS:

Mr. Warren and Ryan Vincent, Vincent Valuations, will provide an update on the 2022 Revaluation process. Mr. Warren will explain when notices of the new values will be sent out and the process for taxpayers to appeal the values. Additional discussions related to the 2022 Revaluation will be held at a future meeting of the Board.

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



WATAUGA COUNTY TAX ADMINISTRATION

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

MEMORANDUM

TO: Deron T. Geouque

CC: Anita Fogle, Clerk to the Board

FROM: Larry D. Warren

SUBJECT: 2022 Revaluation Power-Point Presentation

DATE: January 4, 2022

I would like to request additional time during the regularly scheduled Commissioners' meeting on Tuesday January 18 to present a Power-Point presentation regarding the Watauga County 2022 revaluation. The presenter will be Ryan Vincent, owner of Vincent Valuations.

The purpose of the presentation is to provide information to the Commissioners and the public as to how a county-wide revaluation is conducted.

Thank you.



2022 REAPPRAISAL

What is Reappraisal?

- **Reappraisal** is a process in which all real property in the county is appraised at its **current market value** as of a particular date.
- Real property includes both land and the improvements on it, whether residential, commercial, agricultural or industrial in nature.



Why We Reappraise Property?

- State Law requires all counties to conduct a reappraisal at least once every eight years.
- Reappraisal distributes the overall property tax burden equitably across the county based on current market values.



What is Market Value?

- Market value is the most probable price a property would bring in an open and competitive market.
- Over time, most properties change in value, but often at different rates, depending on location.
- **The Tax Office does not create market value, rather we analyze market sales to determine market patterns and trends in different locations. Market value is set by the choices of buyers and sellers in the marketplace.**



When will Reappraisal Occur?

- Reappraisal takes effect **January 1, 2022.**
- New market values will be used to calculate tax bills from **Summer 2022** until the next reappraisal occurs.
- 2022 Reappraisal Notices will be mailed to all Watauga County property owners at the end of March 2022.



3 Steps to Reappraisal

- 1. Collection of Physical Characteristics:** Physical characteristics are collected for each property, including condition and exterior features.
- 2. Sales Analysis:** Property sales are studied to determine market areas, trends, and patterns.
- 3. Develop Schedule of Values:** Schedule of Values are developed to help appraisers correlate physical characteristics with market values.



Where Our Values Come From

- Properties and sales are analyzed to determine current property conditions, market areas, and typical sale prices for areas.
- Some variations cannot be determined from the property's exterior. For example:
 - Whether a bonus room or basement is finished or unfinished.
 - Cathedral ceilings or other floor plan variations affecting the size of a second floor.
 - An unusual floor plan or other interior feature that is not typical for the market.
- The challenge, then, is to develop tables that correlate the physical property data we have on file with the sales data to help predict values for all properties, including those that did not sell.



Why We Do It This Way?

- We are responsible for appraising about 50,000 individual properties all at one time. This is referred to as **mass appraisal**.
- Most major taxing jurisdictions across the country have the same sort of challenge.
- There is no practical way to appraise a large number of properties using the same methods used by single-property appraisers.
- Industry-standard methods have been developed for mass appraisal to produce property values that are reasonable and reliable.
- Unlike single-property appraisals, mass appraisal includes an appeals process to help address valuation issues that can result from limited information, inaccuracy, or even a difference of opinion.



How Do We Know It's Right?

- Mass appraisal techniques include statistical tools used to help measure the accuracy of an appraisal.
- We use a **sales ratio** as a common measure of how closely assessed values match up with current sale prices. The formula is: Assessed Value ÷ Sale Price.
- A meaningful sales ratio requires considering multiple sales at typical market values. Sales of single properties or sales under non-typical conditions (foreclosures, auctions, short sales, etc.) often produce misleading results.



Different Areas, Different Changes

In broad terms, we have seen evidence that market values around the county have changed in different ways since 2014:

- Some areas of the county have seen an increase in market values, while others have experienced a decrease in value
- Some areas have changed a lot, and others by much less
- Some areas are about the same

The following are individual examples of these changes. They do not necessarily reflect market changes for all properties in that area.



- ▶ Location: Boone
- ▶ 2014 Assessed Value: \$122,300
- ▶ Sale Date: 5/27/2021
- ▶ Sale Price: \$217,000
- ▶ Increase of 77%



- ▶ Location: Boone
- ▶ 2014 Assessed Value: \$325,300
- ▶ Sale Date: 1/7/2020
- ▶ Sale Price: \$387,000
- ▶ Increase of 19%

- ▶ Location: Boone
- ▶ 2014 Assessed Value: \$325,300
- ▶ Sale Date: 2/12/2021
- ▶ Sale Price: \$441,000
- ▶ Increase of 36%



- ▶ Location: Boone
- ▶ 2014 Assessed Value: \$231,400
- ▶ Sale Date: 8/4/2021
- ▶ Sale Price: \$415,000
- ▶ Increase of 79%



- ▶ Location: Blowing Rock
- ▶ 2014 Assessed Value: \$314,700
- ▶ Sale Date: 8/9/2021
- ▶ Sale Price: \$725,000
- ▶ Increase of 130%



- ▶ Location: Blowing Rock
- ▶ 2014 Assessed Value: \$187,400
- ▶ Sale Date: 11/4/2021
- ▶ Sale Price: \$335,000
- ▶ Increase of 79%



- ▶ Location: Blowing Rock
- ▶ 2014 Assessed Value: \$706,900
- ▶ Sale Date: 10/8/2021
- ▶ Sale Price: \$1,280,000
- ▶ Increase of 81%



- ▶ Location: Blue Ridge Mountain Club
- ▶ 2014 Assessed Value: \$643,200
- ▶ Sale Date: 1/13/2021
- ▶ Sale Price: \$1,120,000
- ▶ Increase of 74%



- ▶ Location: Powder Horn
- ▶ 2014 Assessed Value: \$293,100
- ▶ Sale Date: 6/11/2021
- ▶ Sale Price: \$356,000
- ▶ Increase of 21%



- ▶ Location: Rutherford
- ▶ 2014 Assessed Value: \$191,500
- ▶ Sale Date: 6/11/2021
- ▶ Sale Price: \$327,000
- ▶ Increase of 71%



- ▶ Location: Todd
- ▶ 2014 Assessed Value: \$289,300
- ▶ Sale Date: 3/29/2021
- ▶ Sale Price: \$449,000
- ▶ Increase of 55%



- ▶ Location: Meat Camp
- ▶ 2014 Assessed Value: \$109,800
- ▶ Sale Date: 4/19/2021
- ▶ Sale Price: \$237,500
- ▶ Increase of 116%



- ▶ Location: Meat Camp (Glenwood Springs)
- ▶ 2014 Assessed Value: \$277,600
- ▶ Sale Date: 11/5/2021
- ▶ Sale Price: \$479,000
- ▶ Increase of 73%



- ▶ Location: Meat Camp (Glenwood Springs)
- ▶ 2014 Assessed Value: \$298,700
- ▶ Sale Date: 6/3/2021
- ▶ Sale Price: \$480,000
- ▶ Increase of 61%



- ▶ Location: Cove Creek
- ▶ 2014 Assessed Value: \$102,700
- ▶ Sale Date: 5/19/2021
- ▶ Sale Price: \$162,000
- ▶ Increase of 58%



- ▶ Location: Laurel Creek
- ▶ 2014 Assessed Value: \$83,200
- ▶ Sale Date: 4/22/2021
- ▶ Sale Price: \$149,500
- ▶ Increase of 80%



- ▶ Location: Laurel Creek
- ▶ 2014 Assessed Value: \$171,200
- ▶ Sale Date: 5/18/2021
- ▶ Sale Price: \$250,000
- ▶ Increase of 46%



- ▶ Location: Beech Mountain
- ▶ 2014 Assessed Value: \$98,500
- ▶ Sale Date: 7/29/2021
- ▶ Sale Price: \$275,000
- ▶ Increase of 179%



- ▶ Location: Beech Mountain
- ▶ 2014 Assessed Value: \$155,700
- ▶ Sale Date: 8/13/2021
- ▶ Sale Price: \$285,000
- ▶ Increase of 83%



- ▶ Location: Seven Devils
- ▶ 2014 Assessed Value: \$278,600
- ▶ Sale Date: 8/12/2021
- ▶ Sale Price: \$460,000
- ▶ Increase of 65%



- ▶ Location: Seven Devils
- ▶ 2014 Assessed Value: \$432,100
- ▶ Sale Date: 4/22/2021
- ▶ Sale Price: \$812,000
- ▶ Increase of 88%



- ▶ Location: Foscoe
- ▶ 2014 Assessed Value: \$170,500
- ▶ Sale Date: 11/15/2021
- ▶ Sale Price: \$293,000
- ▶ Increase of 72%



- ▶ Location: Echota
- ▶ 2014 Assessed Value: \$334,300
- ▶ Sale Date: 10/20/2021
- ▶ Sale Price: \$700,000
- ▶ Increase of 103%



- ▶ Location: Valle Crucis
- ▶ 2014 Assessed Value: \$783,500
- ▶ Sale Date: 9/3/2021
- ▶ Sale Price: \$1,400,000
- ▶ Increase of 79%



- ▶ Location: Valle Cay
- ▶ 2014 Assessed Value: \$421,200
- ▶ Sale Date: 8/17/2021
- ▶ Sale Price: \$640,000
- ▶ Increase of 52%



- ▶ Location: Hounds Ears Club
- ▶ 2014 Assessed Value: \$237,300
- ▶ Sale Date: 8/27/2021
- ▶ Sale Price: \$342,000
- ▶ Increase of 44%



- ▶ Location: Yonahlossee
- ▶ 2014 Assessed Value: \$859,800
- ▶ Sale Date: 7/1/2021
- ▶ Sale Price: \$1,000,000
- ▶ Increase of 16%



Appraised Value Vs Tax Rates

- **Appraised value** and **tax rates** are two separate concerns.
- County tax appraisers evaluate market activity to determine appraised value, or market value.
- The tax rate is determined by the Watauga County taxing jurisdictions, based on their budget needs.
- The appraised value is established well before the tax rate is set, and is totally independent of the tax rate.
- The amount of the final tax bill cannot be determined until the tax rate is set.



Appeals

What to do if you disagree?

3 steps to the appeal process:

1. Review

- Review the information we have on file for your property, and report any outdated or incorrect information to us.

2. Compare

- Compare your property value with the sale prices of similar properties using our free online service.

3. Appeal

- If all information is up to date and you still disagree with the assessed value, you can file an appeal with the Board of Equalization and Review (BOER) and schedule a hearing. After the BOER hears your appeal, you will receive written notification of your property value in the mail.



Appeals

Is the question really about value?

There are often issues other than tax value that concern property owners, such as:

- The amount of change from the last reappraisal
- Affordability of the expected taxes
- Level of services provided

While these are all understandable concerns, the only issue the tax office can address is the appraised value.



How to Support Your Appeal

You will need to provide information to support your appeal.

Useful documentation includes:

- Comparable sales or comparable sale reports from the property owner, the counties online sales database or a real estate professional
- Pictures showing the property's inner and outer features and condition, including any upgrades

Optional: A copy of a recent fee appraisal for the property, such as one done in connection with the purchase or refinance of the property.



How to Support Your Appeal

- Data errors and out-of-date information about your property can be managed quickly. Our staff members are here to help if you need to correct, update, or verify your property information.
- Qualifying property owners may benefit from one of the available property tax relief programs.
- Appeals must be based on value, not on the change in value or what the expected tax increase might be.
- If you know you're going to appeal your property value assessment, it is best to appeal **as early as possible and before the April 26, 2022, deadline** to ensure you can arrange and prepare for a hearing.
- You must appeal by **5:00 p.m. on April 26, 2022, to be considered.**



Key Reappraisal Dates

Effective Date of Reappraisal	January 1, 2022
Reappraisal Notices Mail Date	March 17, 2022
Board of Equalization and Review	Hearings begin after initial meeting on April 5, 2022
Deadline to Submit Real Property Appeal	5:00 p.m. on April 26, 2022
First Tax Bills Impacted by Reappraisal	Summer 2022



Appeal Deadline Date

All appeals must be submitted online or in writing by 5:00 p.m. on April 26, 2022.



Contact Information

Watauga County Tax Administration

Tax Administrator

Larry Warren

Address:

842 West King Street

Boone, NC 28607

Phone: (828) 265-8028

Fax: (828) 265-8140



Email: appeals@watgov.org

Website: <http://www.wataugacounty.org>



AGENDA ITEM 7:

FINANCE MATTERS

A. Budget Amendments

MANAGER'S COMMENTS:

Ms. Misty Watson, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



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: Misty Watson, CPA, Finance Director
SUBJECT: Budget Amendments
DATE: January 10, 2022

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

103300	332004	Senior Center Grant		14,257
105550	449900	Senior Center Grant Expenses	14,257	

Per Board action taken 9/21/21; to recognize the acceptance of the Senior Center grant funds. County dollars required as match funds are already in the POA budget.

103300	345000	ROAP Grant		167,567
104500	469845	Elderly and Disabled	64,645	
104500	469844	Employment Transportation	14,461	
104500	469843	Rural General Populations	88,461	

To recognize the acceptance of the NC DOT Rural Operating Assistance Program funds. No County dollars are required as a match.

103300	332006	SHIIP Grant		5,173
105550	449901	SHIIP Grant expenses	5,173	

Per Board action taken 10/5/21; to recognize the acceptance of the State Health Insurance Information Program (SHIIP) grant funds. No match is required.

104199	469115	CDBG Expenses	783,260	
103300	369115	CDBG - CV Grant		783,260

To carry forward unused CDBG grant monies awarded in FY 2021 to FY 2022.

143583	344080	LINKS funding		67,500
145410	440802	LINKS expenditures	67,500	

NC Dept. of Health and Human Services allocated additional LINKS funding to assist in successful transitioning into adulthood for young adults that were previously in Foster Care.

143583	344082	Low Income Housing Water Assistance Program funding		81,799
145410	440805	Low Income Housing Water Assistance Program expenditures	81,799	

NC Dept. of Health and Human Services allocated funds to assist with water utilities for low-income households.

103300	332011	HDC5 funding		23,592
105550	449024	HDC5 expenditure	23,592	

Per Board action taken 7/20/21; to recognize the acceptance of the Consolidated Appropriations Act, 2021 Supplemental Nutrition Funding that will provide supplemental funding for Senior Nutrition Programs.

143531	323000	Allocations - federal and state		45,865
145410	440002	Low Income Energy Assistance Program	45,865	

NC Dept. of Health and Human Services allocated additional low income energy assistance.

103991	399100	Fund Balance		9,647,783
109800	498021	Transfer to Capital Projects Fund	9,647,783	
213980	398100	Transfer from General Fund		9,647,783
219930	459121	Watauga County Schools Long-Term CIP	4,200,000	
219930	441701	Facilities Maintenance	47,783	
219930	441702	County Parking Deck	5,400,000	

Per Board action taken 12/7/21; to transfer funds to Capital Reserve from unassigned fund balance from the FY 2021 audit.

213612	384100	Reenergize Watauga		3,803
219930	449210	Economic Development Commission	3,803	

To recognize the principal and interest as of 11/30/2021 from the Watauga County & High Country Impact Fund administered through Mountain BizCapital Inc.

213612	384100	Reenergize Watauga		92,832
219930	449210	Economic Development Commission	92,832	

To recognize the unused funds from the Watauga County & High Country Impact Fund administered through Mountain BizCapital Inc.

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AGENDA ITEM 7:**FINANCE MATTERS*****B. Proposed Agreement for Underwriting Services for the New Valle Crucis School*****MANAGER'S COMMENTS:**

Ms. Watson will present an engagement letter from Robert W. Baird & Co. Incorporated to serve as the County's managing underwriter or placement agent for the new Valle Crucis Elementary School. The engagement letter will be replaced and superseded by a bond purchase agreement to be entered into when the Securities are priced following a successful completion of the offering process. Baird served as the underwriter for the Community Recreation Center along with many projects in North Carolina and has a successful relationship with the North Carolina Local Government Commission. The proposed fees are in line with the industry standard.

Board action is required, contingent upon County Attorney approval, to name Robert W. Baird & Co. Incorporated as managing underwriter/placement agent for the new Valle Crucis Elementary School with a per bond fee not to exceed \$3.45/\$1,000 plus expenses related to the bond issuance.



WATAUGA COUNTY

FINANCE OFFICE

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

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Misty D Watson, CPA, Finance Director
SUBJECT: Agreement on Valle Crucis School Borrowing
DATE: January 10, 2022

Attached please find an agreement for underwriting services for the Valle Crucis School borrowing. There is no cost to the County for the service if the borrowing is not completed.

Ryan Maher with Robert W. Baird & Co, Inc. has provided an engagement letter to serve as lead underwriter for the County. Baird is highly regarded as a leader in North Carolina public financing. The proposed fee is not to exceed \$3.45/\$1,000 per bond plus expenses related to the bond issuance. This is consistent with the market and previous financing.

Adequate funds have been identified as part of the Valle Crucis School Project budget. Board approval is requested.

January 10, 2022

Watauga County, North Carolina
 Attention: Misty Watson, County Finance Director
 814 West King Street
 Boone, NC 28607

Dear Misty,

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as sole managing underwriter for Watauga County (“you,” the “County” or the “Issuer”) on its proposed offering and issuance of Limited Obligation Bonds, Series 2022 (approx. \$35,000,000 new money projects related to the new Valle Crucis Elementary School project) (the “Securities”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Securities are priced following successful completion of the offering process. The Purchase Agreement will set forth the terms and conditions on which Baird will purchase or place the Securities.

1. Services to be Provided by Baird. Baird is hereby engaged to serve as managing underwriter, and not as financial advisor or municipal advisor, of the proposed offering and issuance of the Securities, and in such underwriter capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Securities
- Develop a marketing plan for the offering, including identification of potential purchasers of the Securities
- Assist in the preparation of the preliminary official statement and final official statement and other offering documents
- Contact potential purchasers of the Securities and provide them with copies of the offering materials and related information
- Respond to inquiries from potential purchasers and, if requested, coordinate their due diligence calls and meetings
- If the Securities are to be rated, assist in the preparation of information and materials to be provided to securities rating agencies and in the development of strategies for meetings with the rating agencies
- Consult with counsel and other service providers about the offering and the terms of the Securities
- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- Submit documents and other information about the offering to the MSRB’s EMMA website
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary underwriting services as may be requested by the Issuer

In addition, as part of our underwriting services, Baird may provide advice concerning the structure, timing, terms and other similar matters about the offering.

2. Fees and Expenses. Baird’s proposed underwriting fee/spread will not exceed \$3.45/\$1,000 par amount of the issue (excluding expenses outlined below). Baird’s underwriting fee/spread will be determined by mutual agreement of the County and Baird and will be reflected in the Purchase Agreement. The underwriting fee/spread will represent the difference between the price that Baird pays for the Securities and the public offering price stated on the

Robert W. Baird & Co.
 380 Knollwood Street
 Winston-Salem NC 27103
 Main 336 631-5835
 Toll Free 800 RW BAIRD

www.rwbaird.com

cover of the final official statement. The underwriting fee/spread will be contingent upon the closing of the proposed offering and the amount of the fee/spread will be based on the principal or par amount of the Securities.

The Issuer shall be responsible for paying or reimbursing Baird for costs of issuance listed in the Purchase Agreement which may include CUSIP, DTC, IPREO (electronic book-running/sales order system), printing and mailing/distribution charges, day loan charges, bond counsel, underwriter's counsel and ratings agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed offering. However, Baird will be responsible for paying any fees to the MSRB in connection with the issuance of the Securities.

3. Conflicts of Interest and Disclosures Pursuant to MSRB Rules. Baird is registered with the Municipal Securities Rulemaking Board ("MSRB") and the SEC. The MSRB website is www.msrb.org. Two investor brochures, Information for Municipal Securities Investors and Information for Municipal Advisory Clients, describe the protections that may be provided by the MSRB's rules. The brochures are available on the MSRB website. The MSRB website also contains information about how to file a complaint with an appropriate regulatory authority.

Baird makes the following conflict of interest and other disclosures as required by MSRB Rule G-17.

- Disclosures Concerning the Underwriters' Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
 - The underwriters have a duty to purchase the Securities from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Securities to investors at prices that are fair and reasonable.
 - The underwriters will review the official statement for the Securities in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.
- Disclosures Concerning the Underwriters' Compensation:

The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Securities. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the County a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

- Baird-Specific Conflicts of Interest Disclosures:

Baird is a full-service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Issuer, certain Issuer officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird may also be engaged from time to time by the Issuer to manage investments for the Issuer (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird may compensate its

associates for any referrals they have made that resulted in the Issuer's selection of Baird to serve as underwriter on the proposed offering of the Securities. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Issuer (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer. Spouses and other family members of Baird associates may be employed by the Issuer.

Baird has not identified any other actual or potential material conflicts of interest.

- Disclosures of Material Financial Characteristics and Material Financial Risks.

- Accompanying this letter is a disclosure document describing the material financial characteristics and material financial risks of the Securities as required by MSRB Rule G-17.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Securities. Notwithstanding the foregoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Issuer, the Issuer agrees to reimburse Baird for its out-of-pocket expenses incurred until the date of termination.

5. Indemnification; Limitation of Liability. The Issuer agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Issuer shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses claims, damages and liabilities that arise from or otherwise relate to this Agreement, actions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird's gross negligence or willful misconduct.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of North Carolina. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. The Issuer acknowledges that Baird may, at its option and expense and after announcement of the offering, place announcements and advertisements or otherwise publicize a description of the offering and Baird's role in it on Baird's website and/or other marketing material and in such financial and other newspapers and journals as it may choose, stating that Baird has acted as underwriter for the offering. The Issuer also agrees that Baird may use the Issuer's name and logo or official seal for these purposes.

If there is any aspect of this Agreement that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed offering. If our understanding is not correct, please let us know.

Please evidence your receipt and agreement to the foregoing by signing and returning this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By:  _____
Managing Director

Accepted this ___ day of _____, 20__

County of Watauga, North Carolina

By: _____

Title: _____

cc: Deron Geouque, County Manager

AGENDA ITEM 8:**PROPOSED SCOPE CHANGE ORDERS FOR SANITATION PROJECTS****MANAGER'S COMMENTS:**

Mr. Rex Buck, Operations Services Director, will recommend the Board approve two scope changes regarding facility improvements at the landfill/transfer station. McGill is recommending the installation of two scales and constructing a new scale house between the proposed new scales. The plan creates two distinct lanes of travel and eliminates the need for outbound vehicles to re-enter the current scale lane for determining outbound empty weights. Total cost is \$180,200.

McGill is also recommending the relocation of the current trailer storage area to the County's Land Clearing Inert Debris (LCID) facility and constructing a new trailer storage pad. McGill believes relocating and constructing a new trailer storage area, with leachate containment, will improve accessibility and address environmental concerns. Total cost is \$59,300.

Staff requests authorization to notify McGill, Associates, P.A. to proceed with the abovementioned scope change orders. There are sufficient funds available in the Sanitation department's current budget to cover the costs associated with McGill's proposals.



WATAUGA COUNTY

336 Landfill Road – Boone, NC 28607 – (828) 264-5305

MEMO

SANITATION

January 11, 2022

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Scope Change Orders

Staff recommends Board approve the enclosed proposals with McGill Associates, P.A. McGill is assisting Watauga County in addressing on-going traffic flow challenges at the County's Landfill Road disposal facility.

In order to alleviate some of these traffic flow issues; McGill suggests installing two scales and constructing a new scale house between the proposed new scales. The plan creates two distinct lanes of travel and eliminate the need for outbound vehicles to re-enter the current scale lane for determining outbound empty weights.

McGill will also assist Watauga County in addressing on-going tractor trailer maneuverability issues at our current trailer storage area. McGill recommends relocating the current trailer storage area to the County's Land Clearing Inert Debris (LCID) facility and constructing a new trailer storage pad. McGill believes relocating and constructing a new trailer storage area, with leachate containment, will improve accessibility and address environmental concerns.

Staff requests authorization to notify McGill, Associates, P.A. to proceed with the abovementioned scope change orders. There are sufficient funds available in the Sanitation department's current budget to cover the costs associated with McGill's proposals.

Please let me know if you have questions and thank you in advance for your careful consideration.



January 7, 2022

Mr. Rex Buck
Operation Services Manager
Watauga County Solid Waste and Recycling
336 Landfill Road
Boone, North Carolina 28607

RE: Proposal for Scope Change
Scale Area Improvements
Watauga County, North Carolina

Dear Rex,

As we discussed in our most recent site visit in August and in our follow-up email on September 2, 2021, the County would like to investigate an additional option for addressing the Scale Area Improvements. Based on our meeting and discussions, the County wants to evaluate another option to potentially reduce the cost for the project. We discussed potential savings could be realized by moving the proposed construction closer to the existing scale house and office. This would allow the County to utilize the travel lane currently occupied by the existing scale for the new out-bound scale, allowing the new in-bound scale and scale house to be constructed away from the existing slope to the south. Therefore, the cost for the retaining wall construction and the utility relocation that was previously shown on the schematic design could be reduced. As we discussed, this option would require the construction be phased to allow for uninterrupted service to customers going to the transfer station and LCID Landfill. Since the new out-bound scale would be located in the area of the existing scale, the new in-bound scale would have to be constructed and in service prior to demolition of the existing scale. All traffic would have to be temporarily routed across the new in-bound scale until the new out-bound scale could be constructed.

Based on our current contract, the evaluation of this additional option and a phased construction sequencing was not included in our original proposal dated August 21, 2020. Also, design efforts to date on the project will have to be revised accordingly. Below is our description of the change in scope.

Additional Design and Permitting

1. Perform an additional site visit with our design team to evaluate the proposed option.
2. Prepare updated schematic site plan and grading plan to evaluate scale location and possible constraints for approval by owner.
3. Prepare revised preliminary cost estimate for review with Watauga County.

Mr. Rex Buck
 January 7, 2022
 Page 2 of 3

4. Provide Subsurface Exploration and Geotechnical Engineering Evaluation. This will include two (2) additional soil test borings in the area of the existing scale and report of laboratory results with recommendation for design.
5. Revise site plan based on option as described above.
6. Revise proposed grading and utility plan based on the new layout.
7. Coordinate with Architect, Structural, Mechanical, Electrical, and Plumbing disciplines for new layout and phased construction.
8. Prepare Construction Drawings and Specifications to accommodate a phased construction contract.

Additional Construction Administration and Observation

1. Provide on-site construction observation for an additional 2 months of construction (2 visits per week for 2-month construction duration) to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications. The duration is expected to be increased due to the additional phasing of the project.

BASIS OF COMPENSATION

We anticipate providing the above efforts with the following fees:

- Additional Design and Permitting (Lump Sum) \$ 28,500
- Additional Construction Administration and Observation (Hourly) \$ 16,000

Our previously proposed budget for Bidding and Award services will not need to be adjusted based on the alternate location. Below is the current project phases and fees with increases as described above:

- Design and Permitting (lump sum, original and increase) \$ 103,000
- Bidding and Award (hourly, estimate, no change) \$ 13,200
- Construction Administration and Observation (hourly, estimate, original and increase) \$ 64,000
- Total Estimated Fee \$ 180,200**

Mr. Rex Buck
January 7, 2022
Page 3 of 3

We appreciate your consideration for our services and look forward to working with you. If the above is acceptable to you, please have Deron Geoque sign on the acceptance line below and return one (1) copy to us. The previously executed Consulting Services Agreement dated August 21, 2020 will still apply. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, P.A.



MARK D. CATHEY, PE
Asheville Office Manager

ACCEPTED:

NAME	TITLE	DATE
------	-------	------

Attachments: Basic Fee Schedule

CC: Scott Burwell, PE, McGill Associates, P.A. (via email)
Adam Waldroup, EI, McGill Associates, P.A. (via email)

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BASIC FEE SCHEDULE

JANUARY 2020

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



January 7, 2022

Mr. Rex Buck
Operation Services Manager
Watauga County Solid Waste and Recycling
336 Landfill Road
Boone, North Carolina 28607

RE: Proposal for Scope Change
Trailer Storage Area Improvements
Watauga County, North Carolina

Dear Rex,

McGill Associates is pleased to provide this proposal for changes in scope for the above referenced project. Based on previous conversations regarding this project, it is our understanding that Watauga County would like to evaluate alternate locations for the trailer storage area and expand the previous scope. The area to the north of the existing transfer station and within the limits of the inert debris fill area will be regraded to allow for a loop road to connect the transfer station to the existing trailer storage area. We have previously completed the construction details for the trailer storage set up; however, the alternate location will require completely new site plan, access, roadway, drainage, erosion control, and sewer design considerations. Below is our description of the change in scope:

SCOPE OF SERVICES

Alternate Location Design and Permitting

1. Prepare preliminary site plan and provide preliminary coordination with potential composting operations for the trailer storage area to be located within the existing LCID landfill limits. (Complete)
2. Prepare preliminary site plan for loop road as described above based on AutoTurn truck path to provide alternate route from transfer station to trailer storage area. (Complete)
3. Coordinate with geotechnical engineer on soil borings within LCID limits and revise preliminary site plan. (Complete)
4. Attend virtual and in person Board of Commissioners Meeting to discuss preliminary location and layout of alternate trailer storage area and compost area. (Complete)
5. Provide additional radius improvements to asphalt pavement limits for right turn maneuver into western end of transfer station. (Complete)
6. Prepare hydrologic and hydraulic calculations for necessary piping of existing ditch to be filled as part of the improvements described above.

Rex Buck, Operation Services Manager
 January 7, 2022
 Page 2 of 3

7. Prepare preliminary cost estimate for review with Watauga County staff.
8. Prepare one iteration of preliminary site plan for approval to proceed into detailed design.
9. Prepare detailed existing conditions/demo, site, grading, erosion control, stormwater, and utility plans for review and approval by Owner.
10. Prepare utility plan to include grinder pump station and forcemain route to tie into existing sewer manhole.
11. Prepare permit documents for submittal to NCDEQ Solid Waste Section and the local sewer authority.
12. Prepare erosion control permit submittal to NCEQ based on anticipated disturbance of over one acre.
13. Revise and re-submit to NCDEQ for final approval.
14. Prepare Construction Documents to incorporate permit review comments and Owner comments.
15. Prepare Bid Documents and technical specifications.

Additional Construction Administration and Observation

1. Provide on-site construction observation for an additional 1 month of construction (2 visits per week) to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications.

BASIS OF COMPENSATION

We anticipate providing the above efforts with the following fees:

Alternate Location Design and Permitting (Lump Sum)	\$30,000.00
Additional Construction Administration and Observation (Hourly)	\$3,500.00

Our previously proposed budget for Bidding and Award services will not need to be adjusted based on the alternate location. Below is the current project phases and fees with increases as described above:

- Supplemental Survey (hourly, estimate, no change)	\$ 2,800.00
- Design and Permitting (lump sum, original and increase)	\$39,500.00
- Bidding and Award (hourly, estimate, no change)	\$ 6,500.00
- Construction Administration and Observation (hourly, estimate, original and increase)	<u>\$10,500.00</u>
Total Estimated Fee	\$59,300.00

Rex Buck, Operation Services Manager
January 7, 2022
Page 3 of 3

We appreciate your consideration for our services and look forward to working with you. If the above is acceptable to you, please have Deron Geoque sign on the acceptance line below and return one (1) copy to us. The previously executed Consulting Services Agreement dated March 5, 2020 will still apply. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, P.A.



MARK D. CATHEY, PE
Asheville Office Manager

ACCEPTED:

NAME	TITLE	DATE
------	-------	------

Attachments: Basic Fee Schedule

CC: Scott Burwell, PE, McGill Associates, P.A. (via email)
Adam Waldroup, EI, McGill Associates, P.A. (via email)

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BASIC FEE SCHEDULE

JANUARY 2020

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

AGENDA ITEM 9:

FY 2021 DOMESTIC PREPAREDNESS REGION PROJECT AWARD REQUEST

MANAGER'S COMMENTS:

Mr. Will Holt, Emergency Services Director, will request the Board accept the FY 2021 HSPG Grant, part of the Domestic Preparedness Region program for the purchase of a trailer mounted 20 kW generator and light tower. This grant is in the amount of \$26,000.00 with no County match required.

Board action is required to accept the FY 2021 HSPG Grant in the amount of \$26,000 with no County match.



Watauga County Emergency Services

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



Fire Marshal ♦ Emergency Management ♦ Communications

December 17, 2021

To: Board of Commissioners

CC: Deron Geouque, County Manager
Misty Watson, Finance Director
Anita Fogle, Clerk to the Board

Subject: Acceptance of FY21 Domestic Preparedness Region Project

Board of Commissioners,

Please consider my request to accept the FY21 HSPG Grant part of the Domestic Preparedness Region program for the purchase of a trailer mounted 20 kW generator and light tower. This grant is in the amount of \$26,000.00 with no County match required.

Respectfully,

Will Holt
ES Director



Date: December 10, 2021

To: Watauga County Emergency Services
Attn: William Holt
 Emergency Services Director

Reference: Watauga County Light Tower
 Quote Number: 0020530297

We are pleased to provide you with our proposal per NCSA Contract 22-06-0426 for the above referenced project. The base price is \$25,414.00 plus \$480.60 for battery disconnect, battery charger and 60/40 antifreeze options. Please review the enclosed Bill of Materials and terms and conditions.

To proceed, please sign the acceptance form at the end of this quote and send the entire form back to me.

Quantity 1 - MLT4200IVF4 - Configured

- Unit KW - 20 kW
- Certifications Compliance - No Certification
- Frequency and Speed - 60 Hz
- Engine Manufacturer - Isuzu
- Light and Connection Type - Metal Halide
- Light Wattage and Quantity - 4 X 1100w MH Mast
- Position - Vertical Chasis - 4000 Series Mast
- Finish and Type – Black
- Electric Cabinet – Standard
- Trailers - No brake axle
- Trailer Adapter - Flat 4 Hitch - 2" ball
- Trailer Accessories - No Trailer Accessory
- Jack - Tube and sleeve
- Cord Conneciton Type – Hardwired
- Mast Cord - Coil Cord
- Mast Accessories - No Mast Accessory
- Generator & Regulatory Option - 60Hz Cap Regulated
- Engine Accessories - Heated Fuel Filter
- Engine Accessories - Lower Radiator Hose Heater
- Positive Air Shutdown - No Positive Air Shutdown
- Cabinet Accessories - Ground Rod
- Fuel Tank - Extended Run
- Battery - 720CCA Wet Cell
- Battery disconnect – Yes
- Battery Accessory - Battery charger 10A 3 Stage
- Select Receptacle Panel Option - 2X5-20, 2X6-30, 2X50
- Control Accessories - PowerZone (w/Night Watchman)
- Coolant - 60 Ethylene Glycol/40 Water

Quantity 1 - FREIGHT TO SITE / NO OFF-LOADING

Quantity 1 - COMMISSIONING AND TRAINING

Total price for the above equipment (Not including any applicable tax): \$25,894.60

Notes

Also Includes:

- a) Start-up inspection and testing within North Carolina and South Carolina
- b) Shipping and handling

Does not include (unless expressly listed above):

- a) State and local taxes
- b) Generator foundation (concrete pad)
- c) Ducts and piping (including exhaust and combustion and cooling air)
- d) Exhaust piping (including combustion exhaust and exhaust cooling air)
- e) Off-loading of equipment from delivering conveyor
- f) Fuel for start-up inspection and testing
- g) On-site pressure testing of the fuel tank
- h) Wiring terminations (including power cables and control wires)
- i) Installation at site (including hardware and labor)
- j) NETA Testing, Coordination Studies, or Infrared scanning

Price is firm for sixty (60) days from the date of the quote.

DELIVERY: Lead time is 20-24 weeks after receipt of final release, which requires a hard copy of engineer-approved submittals, if produced. Lead times are subject to market demand fluctuations and frequently change between time of proposal and time of order. If delivery is critical please verify current times at time of order.

Terms and Conditions

AGREEMENT. The sale of these products and/or services by National Power Corp. ("NPC") to Buyer is expressly conditioned upon Buyer's agreement, as evidenced by its signature below or submission of a purchase order, to each and every term contained in this quote, which shall control over any additional, inconsistent or contrary provision in Buyer's purchase order or other sales forms. Buyer acknowledges that the terms and conditions herein are the sole and complete agreement between the parties, which may only be modified and/or amended in separate agreement signed both by NPC and Buyer.

INVOICES. Buyer will be invoiced on the date of shipment for all products and upon substantial completion for all services. Manufacturer service contracts resold by NPC to Buyer are contracts between the manufacturer and Buyer only and will be invoiced when processed by the manufacturer. Applicable taxes and freight charges will be billed as separate line items, unless otherwise specified above.

PAYMENT. Subject to credit approval and unless otherwise stated on NPC's quotation, Buyer shall make payment within thirty (30) days of the invoice date. NPC may charge a service charge of 1.5% per month, but not in excess of any lawful rate, if Buyer has not paid an invoice in full by the due date. NPC may at any time decline to make any shipment or delivery or perform any work except upon Buyer's payment of past invoices and/or prepayment of this order or upon such other terms and conditions as are acceptable to NPC's credit department. If NPC deems it necessary to cancel any outstanding order due to Buyer's financial condition, Buyer agrees to reimburse NPC for reasonable cancellation charges. NPC may apply any payments received to Buyer's oldest outstanding invoices regardless of any instructions to the contrary from Buyer. Payment for shipments delayed at Buyer's request shall become due on the date NPC is prepared to make shipment and NPC may impose reasonable storage and handling charges for delayed shipments. Payment to NPC shall not be contingent on third party payments to

Buyer and no portion of the price shall be held as retainage. Buyer shall pay all costs and expenses, including reasonable attorney’s fees, incurred by NPC to collect any past due amount.

SECURITY INTEREST. Buyer hereby grants NPC a security interest in all goods sold until the full amount of the purchase price has been paid by Buyer. Buyer hereby authorizes NPC to file a financing statement signed only by NPC as Buyer’s attorney- in-fact in all places where necessary and appropriate to perfect the security interest.

SHIPMENT. All products are sold, and all shipments are made, FOB shipping point. The shipment date stated in this quote is NPC’s best approximation of the probable shipment date and is not a fixed or guaranteed shipment date. NPC shall not be responsible for any damage or loss resulting, whether directly or indirectly, from delayed shipments or its inability to ship as quoted. Unless otherwise noted in this quote, partial shipments may be made upon request and are subject to additional shipping and handling charges. Claims for freight damage will be waived unless made in writing to NPC within ten (10) days of receipt of such shipment.

CANCELLATION/CHANGES/RETURNS. Buyer may terminate this order only upon payment of all of NPC’s costs incurred for commitments made and work performed plus a reasonable profit on such costs. All changes to an order are subject to adjustments to the order amount and shipment date. No product may be returned to NPC without NPC’s written consent and payment of any applicable restocking fee, which shall be determined and assessed by NPC on a case-by-case basis.

LIMITATION OF LIABILITY. NPC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR ANY REASON, INCLUDING WITHOUT LIMITATION, THOSE CAUSED BY DEFECTS IN MATERIALS OR WORKMANSHIP. THERE IS NO WARRANTY EXCEPT THE APPLICABLE MANUFACTURER’S WARRANTY, WHICH NPC WILL ASSIGN TO BUYER. NPC HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW SHALL BE LIMITED IN DURATION TO THE TERMS OF THE APPLICABLE MANUFACTURER’S WARRANTY. NPC’S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE COST OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER.

Sincerely,

John Dixon
National Power
919-861-6919
john.dixon@natpow.com

Acceptance of Quote

Buyer, through its authorized representative, hereby accepts National Power Corporation’s offer as shown on this quote and agrees to all the terms and conditions above.

BY: _____

Name: _____

Title: _____

Company: _____

Date: _____

Customer Signature

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Resolution on Statewide Workforce Board Realignment

MANAGER'S COMMENTS:

Mr. Keith Deveraux, Director, is requesting the Board adopt the draft resolution opposing the consolidation or realignment of the High Country Workforce Development Board Region and that the current Board consisting of Alleghany, Ashe, Avery, Mitchell, Watauga, Wilkes, and Yancey Counties remain the same.

Staff seeks direction from the Board.

HIGH COUNTRY WORKFORCE DEVELOPMENT CONSORTIUM

RESOLUTION ON STATEWIDE WORKFORCE BOARD REALIGNMENT

A resolution of High Country Workforce Development Consortium formally requesting the North Carolina Department of Commerce, NC Works Commission, retain the boundaries of the High Country Local Workforce Development Area in its final recommendations for statewide realignment or consolidation of Local Workforce Development Areas (LWDAs) or Local Workforce Development Boards (LWDBs). The High Country Local Workforce Development Area (HCLWDA) includes Alleghany, Ashe, Avery, Mitchell, Watauga, Wilkes and Yancey Counties. The High Country Workforce Development Consortium of Chief Elected Officials (CEOs) does not support any final recommendation that separates these seven counties, merges them into larger areas, or consolidates other LWDAs into the High Country Local Workforce Development Area (HCLWDA).

WHEREAS, the High Country Local Workforce Development Area (HCLWDA) is the designated planning and administrative area to receive funds from the Workforce Innovation and Opportunity Act (WIOA) for Alleghany, Ashe, Avery, Mitchell, Watauga, Wilkes and Yancey Counties; and

WHEREAS, the High Country Workforce Development Consortium of Chief Elected Officials (CEOs) are the designated recipients of WIOA funds for the High Country Local Workforce Development Area, and charged with the oversight and implementation of WIOA programs and activities within the High Country Local Workforce Development Area (HCLWDA); and

WHEREAS, the High Country Workforce Development Consortium of Chief Elected Officials (CEOs) appoint the members of the High Country Workforce Development Board (HCWDB), and select the High Country Local Workforce Development Area (HCLWDA) Fiscal Agent and Administrative Entity for the area; and

WHEREAS, High Country Workforce Development Consortium of Chief Elected Officials (CEOs) support local and regional workforce solutions to address common issues or opportunities, coordinate state and federal program service delivery in the High Country Workforce Development Area (HCLWDA), and build strategic partnerships to improve the prosperity of the seven counties within the consortium; and

WHEREAS, the High Country Local Workforce Development Area (HCLWDA) was designated by the High Country Workforce Development Consortium (HCWDC) based on factors such as common community growth patterns anchored by metropolitan and micropolitan statistical areas, shared labor pools, commuting patterns, coordinated economic development strategies, regional alignment with state and federal programs and services, and empowered to carry out programs and services that are of mutual interests to member governments within the High Country Workforce Local Workforce Development Area (HCLWDA); and

WHEREAS, the High Country Council of Governments (HCCOG) serves as the fiscal agent and/or administrative entity for WIOA programs; and

WHEREAS, the High Country Council of Governments (HCCOG) serves as the designated Economic Development District (EDD) through the U.S. Department of Commerce: Economic Development Administration (EDA); and

WHEREAS, the High Country Workforce Development Consortium of Chief Elected Officials (CEOs), the High Country Workforce Development Board (HCWDB), and the High Country Council of Governments (HCCOG) work together to align the Comprehensive Economic Development Strategy (CEDs) to improve the High Country Local Workforce Development Area's (HCLWDA) workforce infrastructure, and to provide a skilled workforce for area job seekers and employers,

NOW, THEREFORE, BE IT RESOLVED, that the High Country Workforce Development Consortium of Chief Elected Officials (CEOs) formally requests to retain its current designation, geographic boundary, and appointed entities to carry out WIOA programs and activities, and that we do not support any final recommendation that separates these seven counties, merges them into larger areas, or consolidates other LWDA's into the High Country Local Workforce Development Area (HCLWDA).

Adopted by _____ County on _____(day) of _____(month), 202__

(Insert Name), Chairman

Alleghany County Commissioner

Watauga County Commissioner

Ashe County Commissioner

Avery County Commissioner

Yancey County Commissioner

Mitchell County Commissioner

ATTEST:

(Insert Name), Clerk

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AGENDA ITEM 10:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Broadband RFP Bid Award Request*****MANAGER'S COMMENTS:**

Staff has updated the list of potential projects regarding the American Recovery Plan (ARP) funding.

<u>Project</u>	<u>Estimated Cost</u>	<u>Balance of ARP Funding</u>
		Beginning Total - \$10,911,724
Detention Facility- Unbudgeted		
COVID19 Expenses	\$270,000	\$10,641,724
Broadband Initiative	\$7,750,000	\$ 2,891,724
Kill/Chill Facility	\$500,000	\$ 2,391,724
Valle Crucis Elementary School		
Water/Sewer/Stormwater	\$2,145,000	\$ 246,724

Outside Agency Requests

OASIS – 1 Time Mortgage Relief	\$50,000
Children's Council –	
Reoccurring Services	\$100,000
Club Twelve	
Initial	\$5,000
Reoccurring Services	\$5,000 to \$10,000
WYN	\$1,000,000
Property Acquisition	
Mountain Alliance	\$ _____

The County solicited for Broadband services on December 1, 2021. The Requests for Proposals (RFPs) were due December 22, 2021. The County only received one submittal which was not opened and a second advertisement was conducted with the due date of January 10, 2022. Only one submittal was received again and was opened per North Carolina General Statutes. The Broadband Committee met on Wednesday, January 12, 2022 to review the RFP submitted by BREMCO and SkyBest to ensure compliance with the RFP. The requirements of the RFP were met. Staff developed a pros and cons regarding accepting the RFP and not utilizing CAB funding.

PROS

Timing – shorter start and completion date.
 No cost escalation.
 No scope reduction.
 State Not Ready - guidelines and processes not developed.
 95% Broadband Availability
 Digital divide virtually eliminated.
 Great Grant potentially no longer needed.

CONS

Timing – longer start and completion date.
 Increased cost.
 Project scope reduction.
 State has complete fiscal oversight and program administration.
 Great Grant eligible.
 Potential \$2.713 CAB Funding.
 BREMCO/SKYBEST could decline to participate due to workload.

The current proposal would build approximately seventy-five (75) miles of trunk fiber by Blue Ridge Energy and SkyLine/SkyBest to provide seventy-eight (78) miles of distribution fiber for approximately 1,565 homes to access. The project would consist of four phases and be constructed over a two and a half (2.5) year process. The four phases would be as follows:

- Phase 1 – Triplett/Powder Horn - would provide the largest amount of access to homes (503) and territory. 29 miles of fiber built.
- Phase 2 – Wildcat/Stoney Fork – access for 310 homes. 20 miles of fiber built.
- Phase 3 – Blackberry/Sampson – access for 252 homes. 16 miles of fiber built.
- Phase 4 – Howard’s Creek/Ray Brown/Raven Rock – access for 500 homes. 10 miles of fiber built.

Time at the Board’s annual retreat has been scheduled to discuss the remaining ARP funds for other requested projects.

Staff seeks direction from the Board regarding the acceptance of the RFP submitted by BREMCO and SkyBest.

APPENDIX A

Cover Sheet

ATTACHMENT A: COVER SHEET

Name of Person, Business or Organization:	SkyBest Communications & Blue Ridge EMC		
Type of Entity:	Internet Service Provider & Electric Membership Cooperative		
Federal Tax ID Number:	562084485 (SkyBest) 560160075 (Blue Ridge EMC)		
DUNS Number:	165386835 (SkyBest) 033626289 (Blue Ridge EMC)		
Contact Person – Name	Robbie Farmer (SkyBest) & Brad Shields (Blue Ridge EMC)		
Contact Person – Address	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Robbie Farmer 1200 Hwy 194 N West Jefferson, NC 28694</td> <td style="width: 50%; border: none;">Brad Shields 1216 Blowing Rock Blvd, NE Lenoir, NC 28645</td> </tr> </table>	Robbie Farmer 1200 Hwy 194 N West Jefferson, NC 28694	Brad Shields 1216 Blowing Rock Blvd, NE Lenoir, NC 28645
Robbie Farmer 1200 Hwy 194 N West Jefferson, NC 28694	Brad Shields 1216 Blowing Rock Blvd, NE Lenoir, NC 28645		
Contact Person – Phone Number(s)	Robbie Farmer: 336-876-6281 Brad Shields: 828-759-8951		
Contact Person – E-mail address(es)	robbie.farmer@skyline.org bshields@blueridgeenergy.com		

By signing this *Cover Sheet* I hereby attest: that I have read and understand all the terms listed in the RFP; I have read and understand all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by Watauga County, North Carolina, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.




Signature of Authorized Representatives

 December 15th, 2021

Date

 Robbie Farmer

 Brad Shields

Printed Names of Authorized Representatives

 Robbie - Chief Technology Officer

 Brad - SVP & Chief Communications Officer

Printed Titles of Authorized Representatives



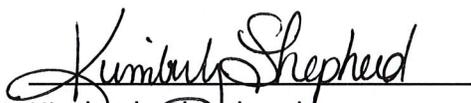
RFP FOR BROADBAND SERVICES FOR UNSERVED AREAS OF WATAUGA COUNTY



DECEMBER 22, 2021

Attention: Deron Geouque
814 West King St.
Suite 205
Boone, NC 28607

Please accept this joint response from SkyBest Communications and Blue Ridge Energy to serve Watauga County residents and businesses with high speed internet.



Kimberly Shepherd
CEO SkyBest Communications, Inc.



Doug Johnson
CEO Blue Ridge Energy

SkyBest Communications Primary Contact: Robbie Farmer
robbie.farmer@skyline.org

Blue Ridge Energy Primary Contact: Brad Shields
bshields@blueridgeenergy.com

Quick Reference

Executive Summary	4
Network Details	4
Product Offerings	5
Company Qualifications	6
Key Personnel	7
Understanding the Project	8
Company Experience	10

Additional Documents at the Conclusion of the RFP:

Connecting New Communities

Subrecipient Agreement for Broadband Network Development

Executive Summary

SkyBest Communications, Inc. (Company) is a wholly-owned subsidiary of SkyLine Membership Corp., a member-owned telecommunications cooperative based in northwest North Carolina. Established in 1998, SkyBest Communications now serves more than 27,000 broadband customers in its 920 square mile territory in five North Carolina counties, one county in eastern Tennessee and a portion of the Rugby community in southern Virginia. SkyBest Communications will be the retail Internet Service Provider, leveraging its decades of experience as an ISP.

Blue Ridge Energy (Secondary) is a member-owned electric cooperative serving more than 77,800 meters over approximately 1,525 square miles in northwest North Carolina. The cooperative has fiber-optic network facilities in much of its service territory to connect substations and monitor its grid. In 2009, Blue Ridge Energy established its wholly-owned telecommunications subsidiary, RidgeLink LLC, to market the cooperative's excess dark fiber capacity as well as build and administer a fiber-optic network and facilities outside the electric territory. Through their respective parent corporations, SkyBest Communications and RidgeLink understand and have experience in meeting the RUS standards for construction, as well as meeting the needs of rural and underserved communities of Watauga County.

This document will detail the network, Company Experience and Timeline that can be expected if SkyBest Communications and RidgeLink were to be selected to provide internet services to the selected areas in Watauga County.

Network Details

A project of this magnitude has many key facets that should be considered. In addition to the network details shared in the Understanding of the Project section of this response, some additional key components of the network and how this deployment will be facilitated along with some of the benefits of the plan are detailed below. The total cost of this project to Watauga County will not exceed \$7,750,000.

Blue Ridge Energy owns the electric utility poles that serve this entire footprint. The project is designed to follow these existing pole lines. The project's fiber will be placed in the power space for protection and clearance. The poles and the rights of way clearances are regularly maintained by Blue Ridge Energy. SkyBest Communications will build portions of the network via aerial cable placement but will also bury certain portions of the distribution fiber when needed and where applicable to allow for easier access and maintenance going forward.

This deployment will utilize SkyBest Communications' robust Internet backbone, which is well-equipped to handle the additional bandwidth needs. The backbone is designed to avoid service degradation and bottlenecks with a 27:1 (maximum) oversubscription ratio for backhaul. Today's ratio is less than 2:1. At the edge of its network, SkyBest Communications uses local

caches from Google, Netflix and YouTube to effectively reduce demand on peering links by half, while ensuring optimum performance and throughput during peak usage hours.

SkyBest Communications has three redundant peering links spread among three diverse ISP's for backhaul to the Internet cloud. These providers are Citizens Telephone with a peering point in Floyd, VA, Lumen with a peering point in Atlanta, GA, and Cogent with a peering point in Charlotte, NC. Each connection is carried across separate and diverse transport networks from our POP's in Baldwin, NC and Sparta, NC to each of these companies' respective peering points. Collectively, these three peering arrangements provide SkyBest Communications with 215 Gbps of available backhaul to the Internet. The redundant connections ensure that an outage with a single peering partner does not isolate connectivity or degrade performance for our customers. These peering connections and routers are constantly monitored to ensure adequate bandwidth and availability for broadband customers. The peering links with Lumen and Cogent are 100 Gbps physical connections and there is a 15 Gbps physical connection with Citizens Telephone. This physical diversity allows for excellent performance, minimal latency and quick bandwidth augmentations when needed.

The project's electronics, OSP facilities and customer connections, along with peering connections and routers, will be monitored 24/7 by SkyBest Communications Network Operations Center (NOC) to ensure maximum uptime and quick resolution to outages or issues. Consistent monitoring for quick response allows SkyBest Communications to provide its customers with exceptional service.

Product Offerings

SkyBest Communications will communicate and market to each home and business that will be eligible for service throughout the project area. Available services will include competitively priced Internet with speeds starting at 300 megabits per second (Mbps) and as high as 1 Gigabit (1,000 Mbps). SkyBest Communications delivers symmetrical internet speeds exclusively over our fiber network. Symmetrical speeds provide users with the same capacity in uploading and downloading data to and from the internet. Offering symmetrical internet speeds over a robust fiber-optic network is a differentiator not only in our local area but nationally and is a tangible benefit for both residents and businesses of Watauga County.

In addition to High Speed Internet, SkyBest Communications will market and offer a full suite of telecommunications services, including Phone, IPTV, Security and Surveillance Systems.

Standalone Residential Broadband speeds and pricing will be offered as follows:

300/300 Mbps - \$45

500/500 Mbps - \$85

1/1 Gig - \$150

Standalone Business Broadband speeds and pricing will be offered as follows:

300/300 Mbps - \$65

500/500 Mbps - \$85

1/1 Gig - \$150

In instances where a household needs financial assistance, SkyBest Communications can guide the customer on applying for government assistance via the EBBP (Emergency Broadband Benefit Program) and later, the Affordable Connectivity Program. Customers may choose to upgrade their speeds at any time once service has been established.

Company Qualifications (SkyBest Communications)

As subsidiaries of member-owned cooperatives, the companies share a unique history of bringing critical services to the residents of the rural northwest North Carolina mountains, which for-profit companies largely ignored. In 1936, Blue Ridge Energy's power lines were energized and in 1951, SkyLine Membership Corp. introduced telephone service to the region. RidgeLink and SkyBest have an established working relationship. SkyBest leases RidgeLink dark fiber to provide broadband service outside its own footprint. Each have long-term successful relationships with professional Engineering and Consulting firms that will be called upon to support the project. The companies' combined expertise and commitment to customer service in other areas of rural North Carolina, make this the logical and optimal team to bridge the digital divide that persists in Watauga County.

SkyBest Communications will be responsible for customer service, sales, billing and technical support with the exception of instances outlined in the formalized operations agreement. Its parent company, SkyLine Membership Corp., previously received funding from the American Recovery and Reinvestment Act (ARRA) to build out broadband service to parts of its territory in Ashe, Alleghany, Avery and Watauga counties of North Carolina as well as Shady Valley, Tennessee. It has a proven expertise in the provision of lit broadband service and demonstrated success in meeting the construction milestones and grant guidelines to provide service in areas with rugged mountain terrain, similar to this project area. SkyLine has earned both Gig-Certified Provider and Smart Rural Community designations from NTCA – The Rural Broadband Association.

SkyBest Communications, through a management agreement with its parent company SkyLine Membership Corp., employs a local staff of broadband technicians and customer support specialists, including 24 x 7 technical support. A full-service retail location is centrally located at 217 Wilson Drive in Boone and holds regular office hours for customer calls or walk-ins. These capabilities ensure that customers in Watauga County will have not only gig-capable speeds, but also attentive service and support.

Company Qualifications (Blue Ridge Energy)

Through the RidgeLink subsidiary, the applicant will construct the fiber-optic network for the proposed Fiber to the Premise (FTTP) network along its existing pole lines. A formalized agreement is in place with SkyBest Communications, Inc. to place the customer drops and provide gig-capable Internet and outstanding customer service.

Blue Ridge Energy's telecommunications subsidiary, RidgeLink, leases excess fiber capacity from Blue Ridge Energy's dark fiber within the electric service territory and has constructed dark fiber network outside the parent company's territory along routes in northwest North Carolina, extending into northeastern Tennessee and the North Carolina-Virginia state border. The existing RidgeLink network, including Blue Ridge-owned fiber, consists of more than 450 fiber miles with 110,000 strand miles. RidgeLink designs and maintains custom dark fiber solutions for businesses, including health care facilities, educational systems, Internet Service Providers, data centers, and leading technology companies. In addition to dark fiber network deployment and management, RidgeLink offers data center colocation services with scalable rack space and redundant back-up power. The company also has constructed and maintains dark fiber routes to support wireless carriers' backhaul and front-haul transport between cell sites and network switching centers. RidgeLink delivers full-service construction and maintenance services for macro cell sites, small cells, and outdoor distributed antenna system ("ODAS") networks. Its success is built on a 24 x 7 contact center and fiber restoration teams operated by Blue Ridge Energy employees.

Key Personnel

SkyBest Communications, Inc. (Company)

- a. Kimberly Shepherd, Chief Executive Officer
- b. Principals
 - i. Robbie Farmer, Chief Technology Officer
 - ii. Brian Tester, Chief Operations Officer
 - iii. Edward Hinson, Chief Marketing and Sales Officer
 - iv. Laura Shepherd, Chief Financial Officer

Blue Ridge Energy (Secondary)

- a. Doug Johnson, Executive Vice President and CEO
- b. Principals
 - i. Brad Shields, Senior Vice President and Chief Communications Officer
 - ii. Alan Merck, Senior Vice President and Chief Operating Officer
 - iii. Katie Woodle, Senior Vice President and Chief Financial Officer
 - iv. Julie O'Dell, Senior Vice President and Chief Administrative Officer
 - v. Tanner Greer, Senior Vice President and Chief Technology Officer
- c. Acting as project managers will be Robbie Farmer, SkyBest Chief Technology Officer and Brad Shields, Blue Ridge Energy Senior Vice President and Chief Communications Officer.

Understanding of the Project

Blue Ridge Energy and SkyBest Communications have worked together diligently in preparing a response for the Watauga County RFP for Broadband Services for Unserved Areas of Watauga County. Both companies understand the project in its entirety and are willing to step forward and help the citizens of Watauga County secure the broadband service they deserve and that will improve the quality of life.

Certain areas of the County include significant numbers of unserved and underserved households and businesses. Upon project completion, the network will enable broadband service that reliably meets or exceeds symmetrical speeds of 100 Mbps as requested in the RFP.

Four areas in Watauga County have been identified as having a significant number of unserved or underserved homes and businesses. The network will significantly improve broadband access capabilities in such areas:

- The first and largest phase will be in the Triplett and Powder Horn area, serving 503 locations, including an estimated five business locations with 47 total miles of fiber.
- The second phase will serve the Deep Gap and Stoney Fork areas, serving 310 locations, including an estimated five business locations with 35 miles of fiber.
- The third phase will cover Blackberry and Sampson areas serving, 252, including an estimated one business location with 38 miles of fiber.
- The final phase will be Howard's Creek, Ray Brown and Ravens Rock area, giving access to 500 locations, including an estimated 25 businesses with 40 miles of fiber.

Phase numbers do not indicate order of completion. Areas will be completed in the most time-efficient order.

Blue Ridge Energy will utilize its telecommunications subsidiary, RidgeLink, to construct 75 miles of fiber along Blue Ridge Energy's well-maintained three-phase, single-phase primary and single-phase secondary electric utility lines. This AFL Engineered All-Dielectric Self-Supporting (ADSS) cable will serve as the primary transport. To ensure reliability and ease of maintenance, the cable will be designed for resiliency vital to the area's mountainous terrain and forest vegetation. Rights-of-way are maintained to the highest standard by Blue Ridge Energy. Fiber will be handed off at the end of the distribution pole line to SkyBest Communications.

SkyBest will construct 85 miles of FTTP distribution from the poles to the home using an Active Ethernet and Gigabit Passive Optical network (GPON) architecture. Each customer will be served with a 1 Gbps link, accomplished by utilizing Calix E7 and Calix E3 shelves along with Calix 716GE ONTs. This design creates a future-proof network allowing for ease of upgrades to greater speeds as developed and needed.

To promote regional economic development, network capacity shall be provisioned to accommodate robust future requirements of the network in the area. The network will enable users within the network service area to obtain broadband Internet access service with 1 Gbps symmetrical throughput and above if required.

This network will be built on an aggressive timeline. Under SLFRF program rules, Award funds may be used to reimburse eligible costs incurred by subrecipients during the period that begins on March 1, 2021 and ends on December 31, 2024. Award funds for financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

To enable the County to utilize the network to expand emergency management and for their County operations, Blue Ridge Energy will reserve and dedicate certain fiber strands as outlined in Appendix C of the RFP, within the network for County use. The County shall have exclusive rights to use County Fiber, in perpetuity, if the bid is selected and agreed upon. These rights will be specified in a contract between Blue Ridge Energy and Watauga County.

Upon notification of bid selection by Watauga County, necessary materials will be ordered and planning will begin. To help ensure completion within the funding window, all engineering and permitting will begin immediately upon execution of the grant agreement and initial construction efforts would begin this spring. Work will be completed by employees and trusted outside contractors. Delays resulting from weather will be addressed with adjusted timelines and/or additional labor resources.

Additionally, it should be noted that delays may occur as a result of lengthy material lead times associated with the COVID-19 pandemic along with high demand related to broadband infrastructure improvements across the country. Both SkyBest and Blue Ridge Energy have taken steps to be proactive and order materials common to most fiber builds. This planning along with on-hand inventory, will help the project ramp up quickly. However, this is a very large project totaling over 150 miles of fiber construction and material delays could adversely impact this schedule as we move forward.

Below is a proposed timeline for this project.

- Make Ready and Construction – 65 total weeks (completed in four phases)
- Splicing and Testing – 10 total weeks (completed in four phases)
- Serving Remote(s) Placement – 10 Weeks
- Customer Installations – 30 total weeks (completed in multiple phases)
- Total Project – 115 - 125 Weeks*
 - *Note: If we add the lead time for materials it pushes us to 125 weeks or 2.4 years*

** Due to the Four Phase Plan, outside plant construction, splicing, remote placement, electronics installation/activation and customer installations will take place concurrently, when possible.*

Blue Ridge Energy will perform all necessary scheduled and emergency maintenance and restoration on fiber-optic cable it constructs, including fiber strands reserved for County use. SkyBest Communications will perform all necessary scheduled and emergency maintenance and restoration on fiber-optic cable it constructs, to include the distribution network portion of the network and service drops to customers. SkyBest Communications shall respond promptly to any complaints from any property owners and work with them to rectify any issues that arise.

The total cost of this project to Watauga County will not exceed \$7,750,000.

Company Experience

SkyBest has completed numerous fiber to the premise projects including over 900 miles of fiber deployment over a 3 year time period as a result of the USDA Rural Utilities Service Broadband Initiatives Program. The Broadband Initiatives Program was established in response to the American Recovery and Reinvestment Act of 2009. Below are three more recent examples of FTTP buildouts that should help depict our ability to complete large-scale projects in similar areas to those in Watauga County with great success and efficiency. Additional examples can be provided upon request.

Plantation Pointe, Granite Falls, NC

Reference Contacts –

John Hightower (POA Board) – 440-610-8754 & Ron Smarsh (POA President) – 804-205-0381

- Scope of the Project

- The Plantation Pointe project provided high quality, reliable broadband, phone and video service to the established community of Plantation Pointe on Lake Hickory in Granite Falls, NC. Plantation Pointe was an underserved community that desired an ISP to install and operate a broadband network capable of consistent delivery of a minimum of 25 Mbps / 3Mbps with 1 Gbps availability preferred. The community consisted of 99 lots and 38 existing homes and required 2.4 miles of main line construction.
- Project Design
 - SkyBest deployed FTTP through a GPON design. Calix Optical network Terminal's (ONT's) were utilized at the homes. The ONT's connect to the SkyBest network through a Calix E3 OLT. That connection back to the SkyBest network rides over RidgeLink dark fiber. The 1:32 GPON split that SkyBest utilizes with these devices has a capacity of 2.488Gbps downstream and 1.244Gbps upstream. The statistical multiplexing involved in a GPON solution allows customers to subscribe up to 1Gbps symmetrical oversubscribed speeds without disruptions.
- Cost of the Project
 - Estimated Cost of Project = \$169,689.00
 - Actual Cost of Project = \$136,895.74
- Schedule of Project
 - Estimated Schedule – 5 months from award of RFP to service being available.
 - Actual Schedule – Service was available in 4 months with all locations scheduled for install within 5 months.

Sutherland Community, Johnson County TN

Tennessee Economic & Community Development

Broadband Accessibility Grant

Reference Contacts - Emily You – emily.h.you@tn.gov & Rob Campbell - (276) 780-1631

- Scope of the Project
 - The Sutherland project provided high quality, reliable broadband, phone and video service to the community of Sutherland in Johnson County, TN. Sutherland was an underserved community surrounded by Cherokee National Forest that is extremely rugged which presented many challenges

with construction. SkyBest was awarded a Tennessee Emergency Broadband Grant, which was made possible by the CARES Act in response to the COVID-19 pandemic to serve the community. The community consisted of 48 homes and required just over 9 miles of main line construction. A full write up of the Sutherland project was featured in our most recent Annual Report and can be found at the conclusion of this RFP.

- Project Design
 - SkyBest deployed FTTP through a GPON design. Calix Optical network Terminal's (ONT's) were utilized at the homes. The ONT's connect to the SkyBest network through a Calix E3 OLT. That connection back to the SkyBest network rides over RidgeLink dark fiber. The 1:32 GPON split that SkyBest utilizes with these devices has a capacity of 2.488Gbps downstream and 1.244Gbps upstream. The statistical multiplexing involved in a GPON solution allows customers to subscribe up to 1Gbps symmetrical oversubscribed speeds without disruptions.
- Cost of the Project
 - Estimated Cost of Project = \$280,319.18
 - Actual Cost of Project = \$262,582.12
- Schedule of Project
 - Estimated Schedule – The grant was awarded on Aug 21st, 2020 with completion required by Dec 15th, 2020.
 - Actual Schedule – Service was made available to the community members on Nov 13, 2020.

Castle Ford, Boone, NC

Internal SkyBest Fiber Expansion Project

- Scope of the Project
 - The Castle Ford project provided high quality, reliable broadband, phone and video service to an area in eastern Watauga County and included all or portions of Castle Ford Rd, Tom Jackson Rd, Ridge Rd and many others. The Castle Ford area was an underserved rural area where SkyBest received multiple requests in the last few months for us to expand services. The

construction consisted of 21 miles of fiber-optic construction and passed approximately 300 homes and businesses.

- Project Design
 - SkyBest deployed FTTP through an Active Ethernet design. We have a great deal of experience with deploying this type of network and feel that it provides top of the line services such as increased broadband speeds as well as providing a highly future proof network. A 1 Gbps link is provided to each customer with Active Ethernet. This is accomplished by utilizing a Calix E7 shelf along with Calix 716GE ONT's. With this design, we can easily offer greater speeds as needed.
- Cost of the Project
 - Estimated Cost of Project = \$805,809
 - Actual Cost of Project = \$739,539
- Schedule of Project
 - Estimated Schedule – Construction to begin in March of 2021 with service available by the end of 2021.
 - Actual Schedule – Construction started in March of 2021 with service available on November 12th of 2021.

This concludes the joint response to RFP for Broadband Services for Unserved Areas of Watauga County.

Thank you for your time and consideration. If there are any concerns or questions regarding the information provided in this RFP, please reach out to Robbie Farmer or Brad Shields.

CONNECTING NEW COMMUNITIES

through grant-funded projects & public/private partnerships

Having achieved FTTP (Fiber-to-the-Premise) deployment across its co-op-served areas in 2016, SkyLine and subsidiary SkyBest have since focused efforts on extending much-needed fiber connectivity and telecommunications services to new communities needing faster broadband speeds, including downtown Lenoir, areas of the Boone business district, parts of Linville and Mountain City.

Sutherland

Not far from Mountain City, just beyond our Shady Valley service area and past a section of Cherokee National Forest is the small community of Sutherland, situated at the northeastern tip of Tennessee that borders Virginia on Highway 133.

“We first learned about Sutherland’s need for faster broadband last year from a resident of that community who had called in,” said Plant Manager Brant Davis. “We tried to make a business case for it, but the community was so small compared to the construction costs to make it work.” That is, until SkyLine learned of some available grant funding in late July through the Tennessee Emergency Broadband Fund, made possible by the CARES (Coronavirus Aid, Relief and Economic Security) Act passed by Congress to address such needs as enhancing broadband access to families affected during the Covid-19 pandemic.

Davis said the grant opportunity opened the door to funding that could help get the project underway. “To meet the grant stipulations to pass 48 service locations, over 9.27 miles, we had less than a four-month window of time to complete the project.” With costs totaling just over \$280,000, the grant, which required a 20-percent match from SkyLine, was approved on August 21, 2020. Work began immediately.

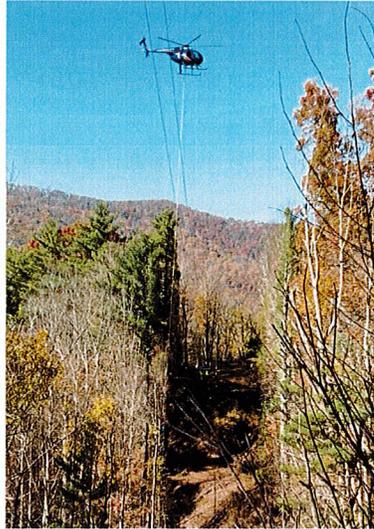
Residents in Sutherland had seen SkyLine vehicles in the area in recent weeks, and there were rumors that fiber might be coming to their community. “How are they going to get here,” wondered resident Rob Campbell, an IT professional who was receiving under 2 Mbps service from the incumbent broadband provider. At that time, his wife’s boss was letting him use some extra office space in his place of business in Abingdon where broadband speeds were much faster. “Our oldest son had come home from college due to Covid to begin virtual classes, and our youngest son’s high school was following a hybrid schedule due to the pandemic, so we clearly didn’t have enough bandwidth in the house for our needs.”

One day while driving toward Damascus, Campbell spotted one of SkyLine’s trucks and decided to follow it. Stopping at Cowboy’s, a local business, Campbell approached SkyLine’s Eugene Seatz about the potential fiber project. “First thing, Eugene gave me his business card, and said, ‘Absolutely. Not only are we doing it, we have to have it constructed and installed by December 15.’”

Working for a Fortune 100 company, Campbell oversees its desktop support services in multiple office locations across the US, and



Outside Plant Engineers Matthew Ball and Eugene Seatz, pictured at far left and far right, with Chief Technology Officer Robbie Farmer and Plant Manager Brant Davis, spent considerable time with the planning and execution of the Sutherland project. According to Farmer, “On multiple levels, this was another historic undertaking for SkyLine. Seventy years ago, we got our start delivering phone service to remote areas when no one else would. This time, we did it in record time with the assistance of a helicopter to make it happen—all with the same basic intent—to bring the next generation of technology to more rural communities that desperately need it.”



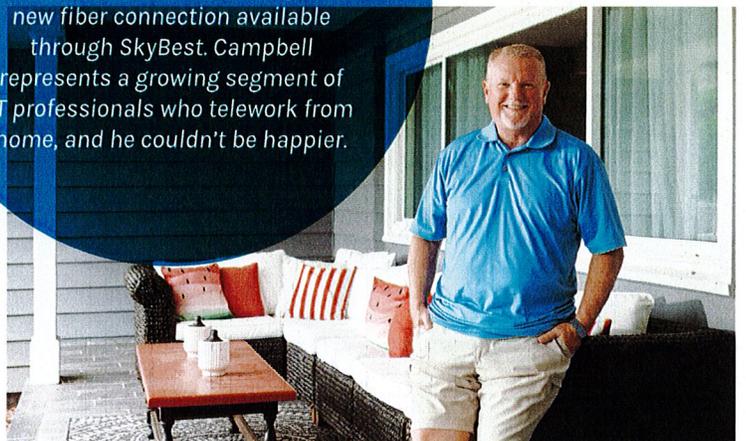
he frequently orders services from a host of telecom providers. "Lead times ordering circuits, ISDN or T-1 lines take months," he said. When you have service issues and are dealing with multiple providers, delays are the norm. In general, things move slow.

Campbell said he was skeptical about the likelihood of getting fiber so quickly. "I didn't think it would happen, the enormity of it," he said. For SkyLine, it was going to be a tall order to fill. "As our guys were field staking the project, they soon realized the terrain challenges we were facing with construction on this particular area and with the short schedule to complete it." Davis said. "We learned of Treeline Helicopters through their work clearing right-of-way for Mountain Electric Cooperative, so this became a historic first for SkyLine to contract a helicopter service to help deploy 2.5 miles of fiber through the Cherokee National Forest to reach Sutherland."

After seeing the helicopter and SkyLine crews at work in the Sutherland area, Rob Campbell was convinced that the project was moving forward. "I knew then that it could happen." Campbell's fiber broadband service was installed on November 24, well ahead of the project deadline for customer installations, and he is among 27 Sutherland customers now receiving 300 Mbps symmetrical fiber broadband service, more than enough for him to work from home and for his sons and wife to access the content needed for school and work.

"I consider this a herculean effort by a company that had a vision of where they needed to go and the expertise to make it happen," Campbell said. "SkyLine/SkyBest overpromised and over-delivered."

New customer Rob Campbell of Sutherland (seated with Ruger) and Field Service Technician Austin Mast check the latest broadband speed test through the new fiber connection available through SkyBest. Campbell represents a growing segment of IT professionals who telework from home, and he couldn't be happier.



**SUBRECIPIENT AGREEMENT
FOR BROADBAND NETWORK DEVELOPMENT**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into as of the 4th day of October, 2021, by and between Watauga County, North Carolina (“County”) Blue Ridge Electric Membership Corporation, a North Carolina corporation having its principal offices at 1216 Blowing Rock Blvd. NE, Lenoir, North Carolina, 28645 (“Blue Ridge EMC” or “Subrecipient”); and SkyBest Communications, Inc., a North Carolina for-profit corporation having its principal offices at 1200 NC Highway 194 North, West Jefferson, North Carolina, 28694 (“SkyBest” or “Subrecipient”); each of which is referred to herein as a “Party” and collectively as the “Parties.”

BACKGROUND

1. The Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”), established by the American Rescue Plan Act (“ARPA”) provided funding to local government entities for certain purposes, including support for development of necessary broadband infrastructure.
2. The County has received, or will receive, a total of \$10,911,724 in SLFRF funds, and holds primary responsibility for the use and expenditure of such funds in a manner consistent with rules and guidelines of the United States Department of the Treasury.
3. SLFRF funds may be used to support development of necessary broadband infrastructure.
4. Certain areas within the County have been identified as including a significant number of unserved and underserved households or businesses, requiring investment in necessary broadband infrastructure.
5. Blue Ridge EMC operates a dark fiber network throughout its electric service territory to support the efficient, reliable and safe distribution of electricity to its members, and leases capacity on its dark fiber network to other entities.
6. SkyBest provides high speed Internet access service and other services to residences, businesses, and anchor institutions in northwest North Carolina and northeastern Tennessee.
7. The County has determined that Blue Ridge and SkyBest are qualified to responsibly utilize ARPA funding, at the general direction of the County, for the purpose of deploying broadband infrastructure in qualifying unserved and underserved areas of the County.
8. The County desires to make subawards of SLFRF funds to Blue Ridge EMC and SkyBest for the broadband network development purposes outlined in this Agreement (“Subawards”).
9. Blue Ridge EMC and SkyBest desire to accept such subawards as Subrecipients of the County ARPA funds, to use such funding to develop broadband network infrastructure in Watauga County in accordance with this Agreement, to deliver broadband services to unserved and underserved locations within the County and to comply with all rules and regulations applicable to a Subrecipient of SLFRF funds.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants therein, the Parties agree as follows:

1.0 TABLE OF EXHIBITS

Appendix A: Construction Plan

Schedule A-1: Network Design

Schedule A-2: Construction Schedule

Appendix B: Subaward Disbursement Procedure

Appendix C: County Fiber

2.0 DEFINITIONS

- 2.1 “Agreement” shall mean this Agreement, any and all Exhibits and Attachments thereto, and any Addenda to which the Parties may agree from time to time.
- 2.2 “Authorities” means the United States Treasury Department, and any other governmental entities or authorities having jurisdiction over the County and Subrecipients concerning the Award.
- 2.3 “Applicable Standards” means all applicable rules and regulations and engineering and safety standards governing the installation, maintenance, and operation of Network facilities and the performance of all work in public and private rights of way, and includes the most current versions of National Electric Safety Code (“NESC”); the National Electrical Code (“NEC”); the regulations of the Federal Communications Commission (“FCC”), the Occupational Safety and Health Administration (“OSHA”), and other pertinent federal agencies; provisions of a city’s, a county’s, or State of North Carolina’s building, construction, zoning, and safety codes; and rules and regulations relating to permits for occupation of public rights of way; each of which is incorporated by reference in to this Agreement, and/or other reasonable safety, engineering, architectural or aesthetic requirements of a local, state, or federal authority having jurisdiction over such facilities.
- 2.4 “Authorizations” means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; access rights to private property and public rights of way; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation, or use of tangible or intangible public or private property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.
- 2.5 “Authorization Fees” means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind applicable to

the placement and maintenance of the Network appurtenances, whether imposed by a governmental authority or a private entity.

- 2.6** “Award” means that portion of federal funding issued to the County pursuant to the American Rescue Plan Act that is allocated by the County to support the Network development activities described in this Agreement. This Agreement provides for a Subaward to Subrecipients Blue Ridge EMC and SkyBest.
- 2.7** “Communication Services” means the services to be provided to Customers by SkyBest using the Network, which shall include broadband Internet access service with throughput capability of 1 Gbps downstream and 1 Gbps upstream, and which may include, without limitation, data transmission service, IP transport, VoIP service, telecommunications service, or video service, regardless of technology used, as set forth in service agreements with Customers.
- 2.8** “Compliance and Reporting Guidance” means the State and Local Fiscal Recovery Funds Compliance and Reporting Guidance published by the U.S. Department of the Treasury.
- 2.9** “County Fiber” means fiber optic strands within the Network reserved for the exclusive use of the County, as further described in Appendix C.
- 2.10** “Customer” means a residence, business, or any other entity that lawfully receives Communication Services via the Network.
- 2.11** “Customer Premises Equipment” means terminal and associated equipment and inside wiring located at a Customer premises that is necessary for the receipt of Communication Services.
- 2.12** “Disbursement” means the payment of Subaward funds to a Subrecipient in accordance with Appendix B of this Agreement and the Regulations.
- 2.13** “Fiber-to-the-Premises” (FTTP) means a fiber optic cable delivery medium in which optical fibers are run directly to a Customer premises.
- 2.14** “Interim Final Rule” (IFR) means the U.S. Treasury Department Interim Final Rule relating to the use of Coronavirus State and Local Fiscal Recovery Funds, published May 10, 2021, proposing rules at 31 CFR Part 35, Subpart A.
- 2.15** “Maintenance” means work that must be performed upon or to the Network to ensure the physical integrity of the Network and continuity of acceptable signal transmission to and from a Customer for the purpose of delivering Communication Services in a manner consistent with industry standards, this Agreement, and any applicable service level agreements.
- 2.16** “Network” means the fiber-to-the-premises broadband data network, as described in this Agreement and Appendix A, to be constructed, activated and operated by Subrecipients using Subaward funds disbursed by the County. The Network includes, without

limitation, fiber optic cable, conduits, manholes, handholes, cabinets, structures, shelters, poles or pole line attachments, and routers, switches, optical equipment, wireless equipment, customer premises equipment, and all associated network facilities and equipment, as well as all intangible rights and property necessary or used for Network construction, operation, and maintenance.

- 2.17** “Passed” means that the Network traverses the road on which the user location is located, such that connecting the Customer requires only construction of a Service Drop rather than construction in or along the road.
- 2.18** “Performance Period” means the period of time during which Project-related costs of Subrecipients may be eligible for reimbursement using Award funds. Under SLFRF program rules, Award funds may be used to reimburse eligible costs incurred by Subrecipients during the period that begins on March 1, 2021 and ends on December 31, 2024. Award funds for financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.
- 2.19** “Project” means activities related to the construction, installation, and activation of the Network as described in this Agreement, including commencement of Communication Services.
- 2.20** “Regulations” means all compliance, reporting and other rules and regulations applicable to the County, as the primary recipient of Award funds, that will flow through to Blue Ridge EMC and SkyBest, as Subrecipients, for the receipt of Award and Subaward funds and the Network development purposes described in this Agreement.
- 2.21** “Service Drop” or “Drop” means the fiber optic cable that connects the Network to a Customer’s premises. In general, a Drop will be installed only when Communication Service is ordered by a Customer.
- 2.22** “Subaward” means the grant of Award funds to a Subrecipient by the County, in the amount and for the purposes described in this Agreement.
- 2.23** “Subrecipient” means an entity, including Blue Ridge EMC and SkyBest, that receives a Subaward from the County to carry out the Network development activities described in this Agreement on behalf of the County.
- 2.24** “Unserved and underserved households or businesses” means one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

3.0 TERM AND TERMINATION

This Agreement shall become effective as of the date set forth above and shall terminate upon the earliest of (the “Term”):

1. Mutual written consent of the Parties; or
2. Five years after closeout of the Project and all Subawards (closeout requirements being defined in Section 14.2); or
3. Termination as a result of an uncured breach, as described in Section 15.

4.0 GENERAL

4.1 Service for Unserved and Underserved Households and Businesses. Certain areas of the County include significant numbers of unserved and underserved households and businesses. The Network will significantly improve broadband access capabilities in such areas. Upon project completion, the Network will enable broadband service that reliably meets or exceeds symmetrical speeds of 100 Mbps, in compliance with SLFRF requirements.

4.2 Subaward Amount. Development of the Network will be supported and executed through Subawards by the County to Subrecipients in an amount not to exceed \$7,750,000 over the Performance Period.

5.0 NETWORK DESCRIPTION

5.1 Physical Description. The Network will be a fiber-to-the-premises (FTTP) network consisting of approximately 75 miles of trunk fiber and 85 miles of distribution fiber within Watauga County. (Network routes and service areas are more fully described in Appendix A.) The Network will enable provision of Communication Services to approximately 1,565 homes along the route. To promote regional economic development, Network capacity shall be provisioned to accommodate robust future requirements of the Network in the area.

5.2 Communication Services. The Network will enable users within the Network service area to obtain broadband Internet access service with 1 Gbps symmetrical throughput. Other Communication Services may be offered as well.

5.3 Modifications to Construction Plan.

5.3.1 If, during construction, a Subrecipient reasonably determines that a deviation from the Construction Plan is required or appropriate, the Subrecipient may do so without prior notice or approval from the County provided that each of the following elements are met: (i) the fiber route as shown in the Construction Plan remains substantially unchanged; (ii) the quality, effectiveness and capability of the installed materials remains unchanged; and (iii) the change will not result in a construction delay of more than ten (10) days.

5.3.2 In all other cases, including an actual or anticipated delay in the construction schedule or a substantial modification to the Network map depicted in Appendix A, the Subrecipient seeking a construction modification shall submit such modification and a detailed explanation for the delay, as

applicable. The County shall approve or deny such a proposed change in writing within seven (7) days. If the County fails to respond to such proposed modification within thirty (30) days, the proposed change shall be deemed approved.

6.0 COUNTY'S OBLIGATIONS

- 6.1 Subrecipient Qualification.** By County resolution dated _____, the County affirms that it has evaluated each Subrecipient and concluded that each meets or exceeds County requirements relating to risk of noncompliance based upon the following factors:
- Prior experience in managing Federal funds
 - Personnel
 - Past dealings
 - Policies and procedures for award execution and oversight.
- 6.2 Subawards.** By this Agreement, the County makes a Subaward to Blue Ridge EMC in an amount not to exceed three million seven hundred thousand dollars (\$3.7 million), and a Subaward to SkyBest in an amount not to exceed four million fifty thousand dollars (\$4.05 million) for the sole purpose of executing the Project as described in and subject to this Agreement. Disbursement of Subaward funds shall be made in accordance with the procedures and terms set forth in Section 13 and Appendix B.
- 6.3 Subrecipient Monitoring.** As a “pass-through entity” as defined under 2 CFR § 200.1, the County is required to manage and monitor Subrecipients to ensure compliance with requirements of the Award. (See 2 CFR § 200.332.) The County will develop written policies and procedures for Subrecipient monitoring and risk assessment and will maintain records of all Award agreements identifying or otherwise documenting Subrecipients’ compliance obligations.
- 6.4 Primary Contact with Authorities.** The County shall be the primary contact with the Treasury Department and any other authorities having jurisdiction concerning the Award or the Project (collectively, the “Authorities”). Although the County will be the primary contact with the Authorities, the County may direct Authorities to contact Subrecipients directly concerning the Project, and Subrecipients shall cooperate with all reasonable requests to communicate with and provide information to Authorities.
- 6.5 Reporting.** The County shall be primarily responsible for submitting all required reports relating to its use of SLFRF funds to Authorities, including but not limited to an initial report due October 31, 2021, and quarterly reports due 30 days after the end of each quarter thereafter.

7.0 PERFORMANCE OBLIGATIONS OF BLUE RIDGE EMC

7.1 Trunk Fiber Construction. Blue Ridge EMC will construct approximately 75 miles of unactivated trunk fiber optic cable along routes described in Schedule A-1. Construction will be completed in accordance with the construction schedule set forth in Schedule A-2.

7.1.1 Blue Ridge EMC shall provide and pay for labor, materials, equipment, and tools necessary for proper execution and completion of construction work, whether temporary or permanent.

7.1.2 Blue Ridge EMC shall be responsible for obtaining and maintaining all required Authorizations and payment of Authorization Fees related to its performance obligations under this Agreement. All construction will be undertaken and completed in accordance with Applicable Standards.

7.1.3 Blue Ridge EMC shall undertake reasonable precautions to prevent damage, injury, or loss to (a) employees and contractors; (b) other persons who may be affected by the work; (c) Network materials and equipment to be incorporated into the Network, whether in storage on or off the site; and (d) other property at or adjacent to the site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

7.2 Maintenance and Restoration. Blue Ridge EMC will perform all necessary scheduled and emergency Maintenance and restoration on fiber optic cable it constructs (including fiber strands reserved for County use).

7.3 Coordination with SkyBest. Throughout the Term, Blue Ridge EMC will closely coordinate with SkyBest to ensure that the Network is constructed, developed and operated in a coordinated and efficient manner. Blue Ridge EMC and SkyBest may execute, or have executed, a separate agreement further describing their respective rights and obligations with respect to Network development, allocation of revenues from Communication Services, and other matters.

7.4 Subaward Administrator. The Parties agree that Blue Ridge EMC will serve as a single point of contact for the Subrecipients with respect to submission of invoices to the County and the disbursement of Award funds from the County, as more fully described in Appendix B.

7.4.1 Submission of invoices. Blue Ridge EMC will submit invoices for reimbursement to the County on behalf of Subrecipients. Each invoice shall describe in customary detail the costs incurred by each Subrecipient. Blue Ridge EMC shall ensure that all invoices are prepared and submitted in accordance with the processes and requirements set forth in Appendix B (Disbursement Procedures).

7.4.2 Distribution of Subaward funds. The County will disburse Subaward funds for Subrecipients to Blue Ridge EMC. Blue Ridge EMC shall then allocate and promptly transfer Subaward funds to SkyBest in accordance with submitted invoices.

7.5 Compliance with Award Requirements. Blue Ridge EMC shall comply with all applicable Regulations, as further described in Section __ (Subrecipient Award Obligations).

8.0 PERFORMANCE OBLIGATIONS OF SKYBEST

8.1 Distribution Network Construction. SkyBest will install approximately 85 miles of distribution network fiber optic cable along routes and in the areas described in Schedule A-1. Construction will be completed in accordance with the construction schedule set forth in Schedule A-2.

8.1.1 SkyBest shall be responsible for obtaining and maintaining all required Authorizations and payment of Authorization Fees related to its performance obligations under this Agreement. All construction will be undertaken and completed in accordance with Applicable Standards.

8.1.2 SkyBest shall provide and pay for labor, materials, equipment and tools necessary for proper execution and completion of construction work, whether temporary or permanent.

8.1.3 SkyBest shall undertake reasonable precautions to prevent damage, injury, or loss to (a) employees and contractors; (b) other persons who may be affected by the work; (c) Network materials and equipment to be incorporated into the Network, whether in storage on or off the site; and (d) other property at or adjacent to the site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

8.2 Activation of Network. SkyBest will activate or “light” all fiber constituting the Network (not limited to distribution network fiber installed by SkyBest), and otherwise cause the Network to be capable of providing Communication Services to Customers. SkyBest will identify and procure all equipment necessary to activate the Network.

8.3 Operation of Network. SkyBest will be primarily responsible for Network operation and monitoring, and will monitor the Network for outages or service degradation in a manner consistent with industry standards. SkyBest will implement a plan to, and will, promptly respond to Network outages or trouble tickets, including escalation procedures as appropriate.

8.4 Maintenance and Restoration.

8.4.1 Distribution Network and Service Drops. SkyBest will perform all necessary scheduled and emergency Maintenance and restoration on fiber optic cable it constructs, to include the distribution network portion of the Network and Service Drops to Customers. SkyBest shall respond promptly to any complaints from any property owners. SkyBest agrees to repair any damage to Customers’ yards and any real or personal property, and to take reasonable and prompt action to restore the Customer’s property to the

condition that it existed when the Customer signed up for service, normal wear and tear excepted.

8.4.2 Network Electronics. SkyBest will Maintain all electronics, optronics, routers, switches and other equipment used to activate and operate the Network. SkyBest will schedule and perform periodic inspections, Maintenance, and repair to identify and correct any failure, interruption, or impairment in the operation of the Network.

8.5 Coordination with Blue Ridge EMC. Throughout the Term, SkyBest will closely coordinate with Blue Ridge EMC to ensure that the Network is constructed, developed and operated in a coordinated and efficient manner. Blue Ridge EMC and SkyBest may execute, or have executed, a separate agreement further describing their respective rights and obligations with respect to Network development, allocation of revenues from Communication Services, and other matters.

8.6 Retail Service.

8.6.1 Provision of Communication Service. SkyBest will provide Communication Services utilizing the Network, which shall include 1 Gbps symmetrical broadband Internet access service. Other Internet speed options will be made available as well. SkyBest will offer Communication Services to any residence or business that is Passed by the Network.

8.6.2 Service drops; CPE. SkyBest will install Service Drops to Customer locations. SkyBest will procure and provide necessary Customer Premises Equipment.

8.6.3 Customer service. SkyBest will provide first-line support to all Customers of Communication Services provided by SkyBest.

8.6.4 Billing and collection. SkyBest will generate and issue Customer bills and will be responsible for billing collection and related back-office accounting and administrative functions.

8.6.5 Marketing. SkyBest will diligently market the Communication Services as they are made available to potential Customers.

8.6.6 Regulatory compliance. SkyBest shall be responsible for all aspects of local, state and federal regulatory compliance and reporting that relate to the provision of Communication Services using the Network, including the payment of any fees or taxes required thereby.

8.7 Compliance with Award Requirements. SkyBest shall comply with all applicable Award Regulations, as further described in Section __ (Subrecipient Award Obligations).

9.0 NETWORK OWNERSHIP

Subject to the provisions of Section 10 (“Fiber Strands Reserved for County Use”), ownership of equipment or real property acquired using Subaward funds shall vest in either Blue Ridge EMC or SkyBest, as the acquiring entities, as further specified in the operating agreement between the Subrecipients and subject to the limitations set forth in 2 CFR §§ 200.311 and 200.313. Title in such property shall be conditional and subject to such property being used only for the originally authorized purpose, for the duration of its useful life. No Party may encumber or transfer Award-funded property without first notifying and, if necessary, obtaining the consent of Authorities.

10.0 FIBER STRANDS RESERVED FOR COUNTY USE

10.1 To enable the County to utilize the Network to expand emergency management and for other County operations, Blue Ridge EMC will reserve and dedicate certain fiber strands within the Network for County use, as specified in Appendix C (“County Fiber”). The County shall have exclusive rights to use County Fiber, in perpetuity, subject to ownership conditions described in Section 9 County Fiber will be deemed to be transferred to the County upon installation.

10.2 County Fiber shall be physically maintained by Blue Ridge EMC at no expense to the County, in a manner consistent with maintenance and restoration practices applicable to other fiber strands in the same cable. Procurement and installation of all electronics and switches and other equipment to activate the fiber shall be the County’s responsibility.

10.3 Blue Ridge EMC shall promptly respond to County requests for information as to County Fiber location, fiber strand identification, splice points, and other information necessary or useful to the County in enabling its use of County Fiber.

11.0 SUBRECIPIENT AWARD OBLIGATIONS

11.1 Generally. Funding provided to Subrecipients Blue Ridge EMC and SkyBest is a Subaward of funds made available to the County under the Coronavirus State and Local Fiscal Recovery Fund. All Parties shall comply with all applicable Award Regulations relating to the receipt of Award funds and performance of obligations thereunder, including compliance requirements for use of SLFRF funds, and any and all reporting requirements for expenditures of SLFRF funds. Such requirements include the following, without limitation:

- American Rescue Plan Act, and rules at [31 CFR Part 35](#), Subpart A. (31 CFR § 35.1 *et seq.*).
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, [2 CFR Part 200](#) (“Uniform Guidance”).

11.2 The Parties certify that they have reviewed the U.S. Treasury Department SLFRF Compliance and Reporting Guidance, available online at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

11.3 Recordkeeping.

- 11.3.1 Parties should develop and implement internal controls to document eligible uses of Award funds, and document determinations (2 CFR § 200.303).
- 11.3.2 Parties shall maintain records and financial documents for five years after all Award funds have been expended. The Parties must make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”) and the Pandemic Relief Accountability Committee (“PRAC”).
- 11.3.3 The Parties should document reasonable costs of any allowable legal, regulatory, and other consultant services obtained to support effective management and oversight (2 CFR § 200.404, 405).
- 11.3.4 **Audit.** Recipients and Subrecipients of Award funds will be subject to an audit under 2 CFR Part 200, Subpart F.

11.4 Reporting.

- 11.4.1 **Quarterly reports.** As the primary Recipient, the County shall prepare and submit required reports. The SLFRF program requires submission of a Project and Expenditure Report by October 31, 2021, and then 30 days after the end of each quarter thereafter.
- 11.4.2 Subrecipients shall fully cooperate with the County in its preparation and submission of all required reports to Authorities. Subrecipients agree that, subject to the terms and conditions of this Agreement and the Regulations, they shall provide to County in a complete, accurate and timely manner any and all documents, reports, financial statements, progress reports, cost data, billings, engineering data, test results, and any other submission, analysis, report or document relating to the Project, whether existing or to be created, reasonably requested by County in order for it to fully comply with the Regulations. County agrees to provide Subrecipients with sufficient notice and detail for all reporting requirements.

11.5 Civil Rights Compliance. The Parties certify that they do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).

11.6 Certification Regarding Debarment, Suspension, and Ineligibility. By execution of this Agreement, each Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project or receiving federal Award funds.

12.0 SUBCONTRACTS AND SUBGRANTS.

Blue Ridge EMC and SkyBest may award subcontracts and/or subgrants in order to complete Subrecipient performance obligations under this Agreement, subject to the terms of this Section.

- 12.1** In no event shall any provision of this Agreement be construed as relieving Blue Ridge EMC or SkyBest of responsibility for ensuring that performance under this Agreement complies with the applicable terms of this Agreement as if such performances were rendered by Blue Ridge EMC or SkyBest itself, respectively.
- 12.2** Unless the context indicates otherwise, reference herein to “Blue Ridge EMC” and “SkyBest” in this Agreement shall include contractors engaged by Subrecipients, respectively, to perform work relating to the Network.
- 12.3** All contractors engaged by Subrecipients to perform work relating to the Network shall be lawfully licensed to the extent required in the jurisdiction where such work is to be performed and shall maintain all certifications, credentials, authorizations and permits necessary for the work.
- 12.4** Blue Ridge EMC and SkyBest shall require any and all subcontractors and subgrantees to comply with the same reporting and other compliance requirements as applicable to Subrecipients under this Agreement.
- 12.5** Except as specifically authorized by the County in writing, a Subrecipient, in selecting any subcontractor, shall utilize procurement procedures consistent with applicable Regulations, as well as any other procurement requirements to which the County may be subject and which necessary “flow down” to Subrecipients.
- 12.6** In the event a Subrecipient awards a subcontract or subgrant to any entity, that Subrecipient shall:
1. Provide to the County, within thirty (30) days of contract execution, contact information identifying all subcontractor and subgrantee key personnel, contract amounts, and a reasonably detailed description of each such subcontract or subgrant;
 2. Notify the County in writing within thirty (30) days if any subcontractor or subgrantee under this Award is suspended or terminated;
 3. Require that subcontractors and subgrantees make readily available to the County and/or Authorities or their duly authorized representative all documents, papers, and records concerning the work performed; and
 4. Require each subcontractor and subgrantee to be subject to the examination and audit by the Subrecipient and the County’s duly authorized agents, and mandate that all subcontractors and subgrantees retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records for a period of five (5) years after the submission of the subcontractor or subgrantee’s final expenditure report for the Project.

13.0 DISBURSEMENT OF FUNDS

13.1 Procedure. Disbursement of Award funds to Subrecipients shall be in accordance with the process described in Appendix B. In general, Subrecipients will submit disbursement requests to the County on a quarterly basis, for reimbursement of eligible costs incurred by Subrecipients during the previous quarter. All disbursement requests must be accompanied by an itemized statement describing each incurred category of incurred cost (“Expenditure Report”).

13.2 Administration by Blue Ridge EMC. The Parties agree that, for administrative purposes only, Subrecipient invoices submitted to the County for reimbursement will be submitted only through Blue Ridge EMC, and that disbursements from the County to Subrecipients will be made only to Blue Ridge EMC. Blue Ridge EMC will retain in trust Subaward funds due to SkyBest, and upon receipt of disbursements from the County, Blue Ridge EMC will promptly disburse or otherwise make available funds due to SkyBest. The foregoing administrative payment arrangement shall not affect SkyBest’s rights and obligations, including compliance obligations, as a Subrecipient of Award funds. Blue Ridge EMC and SkyBest may enter into a separate agreement establishing additional rights, obligations and processes relating to allocation of Subaward funds and allocation of Network revenue.

13.3 Ineligible costs. The County shall not be liable to Subrecipients for any costs incurred that are not allowable costs under Award Regulations or this Agreement.

13.4 Indirect Costs. Indirect costs of Subrecipients may be eligible for reimbursement under the grant, to the extent consistent with Regulations. Unless otherwise specified in writing and supported by appropriate documentation, indirect costs, if eligible, shall not exceed the *de minimis* amount specified in Regulations.

14.0 CLOSEOUT OF THE AWARD

14.1 All Project expenditures must be incurred no later than December 31, 2024, and the Project must be completed no later than December 31, 2026, unless extended by Authorities. Subrecipients shall endeavor to deliver reimbursement requests and any invoices, receipts, hours, payroll information and any other supporting documentation for any work completed or to be completed, to the maximum extent feasible, by November 15, 2024. With respect to work to be completed between December 31, 2024 and December 31, 2026, if any, Subrecipients shall use their best efforts to estimate remaining costs and submit such estimates in a “Final Distribution of Funds Request,” to be submitted no later than November 15, 2024.

14.2 The Project and Subaward shall be deemed closed upon the completion of the following:

1. The County receives Subrecipients’ Final Distribution of Funds Request;
2. The County receives a final Expenditure Report indicating that all approved Project work has been completed, and that all Award funds corresponding to such work during the Term of this Agreement have been disbursed to Subrecipients;

- 3. The County confirms the accuracy of the final Expenditure Report and reconciles actual costs incurred by Subrecipients to Subaward payments (including modifications) and, as a result of such reconciliation, issues any additional funds or receives reimbursement from Subrecipient(s), as the case may be (true-up); and
- 4. The County notifies Subrecipients in writing that the Subaward is completed and closed.

15.0 DEFAULT AND REMEDIES

15.1 Default. A default under this Agreement shall occur if (a) a Party fails to perform, in any material respect, any of its obligations set forth in this Agreement, (b) such failure is not excused by any provision of this Agreement, and (c) such failure continues un-remedied for a period of thirty (30) calendar days following receipt of written notice from a non-breaching Party. If the breach by its nature cannot be cured within thirty (30) days and the breaching Party within that time has diligently commenced its cure, there shall be no default as long as the Party diligently continues such cure to completion.

15.2 Remedies. Upon the occurrence of a Default, the non-breaching Party shall have the right to terminate this Agreement (and any associated Subaward, as applicable) and to pursue any and all available legal or equitable remedies against the defaulting Party. The non-breaching Party may pursue such remedies simultaneously or consecutively, at its discretion.

16.0 RESTRICTIONS, DISCLAIMERS AND NOTICES

16.1 Notices. All legal notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by facsimile transmission with confirmation of delivery, electronic mail with confirmation of delivery receipt, or sent by overnight commercial delivery service or certified mail, return receipt requested. Notice shall be deemed to have been given on the date of the transmission and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt when addressed as follows:

If to County:

Contact:

Mailing Address:

Phone:

Fax:

Email:

With a copy to:

[Legal counsel]

If to Blue Ridge EMC:

Contact: Katie Woodle

Mailing Address: Blue Ridge Energy, P.O. Box 112, Lenoir, NC 28645

Phone: 1-800-451-5474 ext. 3225

Fax:

Email: kwoodle@blueridgeenergy.com

If to SkyBest:

Contact: Laura Shepherd

Mailing Address: 1200 NC Highway 194 N, West Jefferson, NC 28694

Phone: 336-876-6382

Fax:

Email: laura.shepherd@skyline.org

or to such other address as any Party may designate in writing from time to time.

17.0 INDEMNIFICATION

17.1 To the extent permitted by law, the County, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns ("Indemnitor") agrees to indemnify, defend, protect and hold Subrecipients, collectively, and their directors, officers, directors, employees, agents, successors, and assigns ("Indemnified Persons") harmless from any third-party claim or action related to any personal injury or death to any person, to the extent it arises or results, in whole or in part, from any alleged act, omission, or negligence of such party or its agents or employees but not limited to any claim or action arising or resulting, in whole or in part, from any breach of such party's obligations under this Agreement, (collectively "Claims"). An Indemnitor's obligations under this section shall not apply to any Claims to the extent caused by the negligence, intentional acts or omissions, willful misconduct, or reckless action by a person claiming indemnification.

17.2 To the extent permitted by law, each Subrecipient, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns ("Indemnitor") agrees to indemnify, defend, protect and hold the County, and its directors, officers, directors,

employees, agents, successors, and assigns ("Indemnified Persons") harmless from any third-party claim or action related to any personal injury or death to any person, to the extent it arises or results, in whole or in part, from any alleged act, omission, or negligence of such party or its agents or employees but not limited to any claim or action arising or resulting, in whole or in part, from any breach of such party's obligations under this Agreement, (collectively "Claims"). An Indemnitor's obligations under this section shall not apply to any Claims to the extent caused by the negligence, intentional acts or omissions, willful misconduct, or reckless action by a person claiming indemnification.

18.0 FORCE MAJEURE

18.1 Notwithstanding any other provision of this Agreement, no Party shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, pandemic, sinkhole or other forces of nature, acts of war, terrorism or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes ("Force Majeure Event"), provided that the obligation of County to reimburse Subrecipients for costs incurred as provided in this Agreement shall be not be diminished by a Force Majeure Event for a period of three months following the commencement of the Force Majeure Event.

18.2 Response to Force Majeure. A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.

18.3 Suspension Pending Force Majeure. The deadline by when a Party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time by which the Party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

19.0 ASSIGNMENT

This Agreement may not be assigned or transferred by any Party without the express prior written consent of each of the Parties, which consent shall not be unreasonably withheld.

20.0 INSURANCE

During the term of this Agreement, each party shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of North Carolina, covering use and activity contemplated by this Agreement with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, with Five Million Dollars (\$5,000,000) umbrella coverage. Each Party shall name the other Party, including its officers,

employees, and agents, as Additional Insureds for the said purpose and use of this Agreement. Each Party shall also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of North Carolina where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to either Party upon the other Party's request.

21.0 CONFIDENTIAL INFORMATION

21.1 In General. The following shall apply to Parties' Proprietary Information, as defined below:

- a. Subject to the exceptions set forth below, each of the Parties shall hold in confidence any non-public information obtained by it pursuant to the performance of the obligations required or the transactions contemplated by this Agreement. Proprietary Information includes, but is not limited to, proprietary or confidential information disclosed by either Party to the other for the purposes hereunder, including but not limited to any material clearly identified in writing as being such ("Proprietary Information"). Proprietary Information shall be safeguarded and protected in the same manner as the recipient's procedures require to ensure protection and nondisclosure of recipient's proprietary and confidential information. The recipient's obligation to safeguard and not disclose such Proprietary Information shall not apply to information in the public domain, lawfully in the recipient's possession prior to receipt hereunder, or lawfully obtained from third parties. The parties acknowledge that Proprietary Information may be disclosed as part of any normal reporting and review procedure with auditors and attorneys, or with any outside lender, or any proposed or actual successor in interest; provided, however, that prior to such disclosure, the third party to receive such disclosure shall agree to maintain the confidentiality of the Proprietary Information.
- b. If required by order of a governmental or judicial body, recipient may release to such body the Proprietary Information required by such order; provided, however, recipient agrees that prior to such release it shall promptly notify the other party of the order and allow the other party to contest any release of the Proprietary Information; and provided, further, recipient shall use all reasonable efforts to prevent such Proprietary Information from becoming disclosed to the public.

21.2 Survival. The confidentiality provisions in this section shall survive expiration or termination of this Agreement.

22.0 LIMITATION OF LIABILITY; DISCLAIMER

22.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NO PARTY SHALL BE LIABLE TO ANOTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF

DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

22.2 GENERAL DISCLAIMER

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, BLUE RIDGE EMC AND SKYBEST MAKE NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE PROVIDED UNDER OR DESCRIBED IN THIS AGREEMENT, OR AS TO ANY OTHER MATTERS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

23.0 EFFECT OF CHANGES IN FEDERAL OR STATE LAWS

Any alterations, additions, or deletions to this Agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Agreement without written amendment to this Agreement and shall become effective on the date designated by such law or regulation.

24.0 SEVERABILITY

The terms and conditions of this Agreement regarding confidential information, indemnification, warranties, payment and all others that by their context are intended to survive the expiration or termination of this Agreement will survive and continue in effect.

25.0 ENTIRE AGREEMENT; AMENDMENTS

This Agreement and the Exhibits constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous understandings, commitments or representations, whether oral or written, concerning the subject matter. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

26.0 HEADINGS

Headings and captions of this Agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement's terms or be used to interpret or assist in the construction of this Agreement.

27.0 GOVERNING LAW

This Agreement will be governed and construed in accordance with the laws of the State of North Carolina, and as applicable, Federal law, without regard to any conflicts of law provisions that would affix jurisdiction in another State.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

Watauga County, North Carolina:

By:

Name:

Title:

Date:

Blue Ridge EMC:

By:

Name: Douglas Johnson

Title: CEO

Date:

SkyBest Communications, Inc.:

By:

Name: Kimberly Shepherd

Title: CEO

Date:

**APPENDIX A
CONSTRUCTION PLAN**

<<Schedule A-1 – Network Design>>

<<Schedule A-2 – Construction Schedule>>

APPENDIX B

Subaward Disbursement Procedure

Disbursement of Subaward funds to Subrecipients shall be made in accordance with the following requirements.

A. Generally

- The County will reimburse Subrecipients for all eligible Project costs, on a quarterly basis.
- Blue Ridge EMC will submit invoices to the County seeking reimbursement of eligible Project costs incurred by Blue Ridge EMC and by SkyBest (“Invoices”).
- The County will direct all Subaward payments to Blue Ridge EMC. Blue Ridge EMC will allocate and disburse Subaward payments to SkyBest in accordance with SkyBest’s eligible Project costs. Blue Ridge EMC will maintain an accounting of all submitted costs and Subaward disbursements made.

B. Content of Invoices

- Invoices shall describe in detail the work performed and eligible Project costs incurred by each Subrecipient.
- Blue Ridge EMC shall include any additional documentation needed to substantiate material expenditures by Subrecipients that are eligible Project costs, including receipts, etc.
- Blue Ridge EMC shall sign each Invoice, certifying that the Invoice represents a complete statement of costs incurred by Subrecipients during the preceding calendar quarter, and that the Invoice amount represents only Project costs that are eligible for payment pursuant to the Subaward.

C. Submission of Invoices

- Invoices shall be submitted within thirty (30) days after the end of each calendar quarter during the Term. The first Invoice, covering Project costs incurred during Q4 2021, will be submitted no later than January 30, 2022.
- Invoices may be submitted to the County by email, postal mail, or hand delivery to the County Manager.

D. Disbursement

- The County shall pay all undisputed Invoices within thirty (30) days of receipt.
- Disbursement payments shall be made by wire transfer to Blue Ridge EMC, in accordance with wire transfer procedures and account information to be provided to the County by Blue Ridge Energy.
- The County will disburse Subaward funds only to Blue Ridge EMC.

APPENDIX C

County Fiber

As described in Section 10 of the Agreement, Blue Ridge EMC shall construct and maintain fiber strands within the Network for the exclusive use of the County, as follows:

A. Trunk Fiber:

- Twelve (12) strands of unactivated fiber optic cable along all Network trunk routes constructed by Blue Ridge EMC.

B. Point-to-Point Fiber for Certain County Buildings:

- Blue Ridge EMC will construct a fiber build starting at the Courthouse, and terminating six strands of fiber at the Human Services Department. The fiber will continue from the Human Services Department to the Law Enforcement Center, terminating 16 strands of fiber at that location.
 - Courthouse: 842 West King St., Boone, NC
 - Human Services: 132 Poplar Grove Connector, Boone, NC (3 pair)
 - Law Enforcement Center: 184 Hodges Gap Road, Boone, NC (8 pair)

C. Watauga County Landfill:

- Blue Ridge EMC will provide one (1) pair of fiber connectivity among the following buildings at the Watauga County Landfill (336 Landfill Road, Boone, NC 28607):
 - Weigh Station
 - Transfer Station
 - Recycling Center
 - Shop/Animal Control

**NORTH CAROLINA
PROPOSAL BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: _____

KNOWN ALL MEN BY THESE PRESENTS, That we, Skybest Communications, Inc,
as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety,
who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina
through Watauga County, NC as obligee, in the penal sum of
5% of amount bid (\$3.9MM), lawful money of the United States of America,
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to the Obligee on a contract for
Broadband Services for Unserved Areas of Watauga County ("Proposal")
and Principal desires to submit this Proposal Bond in lieu of making the cash deposit as required by N.C. Gen.
Stat. § 143-129(b).

NOW, THEREFORE, the condition of this bond is such, that if Principal shall be awarded the contract for which
Proposal is submitted and shall execute said contract and provide bonds as required by N.C. Gen. Stat. Ann. §
G.S. 143-129, for the faithful performance thereof, within ten days after the award of same to Principal, then
this obligation shall be null and void; but if Principal fails to so execute such contract and give performance bond
as required by G.S. 143-129, Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the
first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Signed this 14th day of December, 2021.

Skybest Communications, Inc
(Principal)

By: Kimberly Shephard

Travelers Casualty and Surety Company of America
By: Christopher V Miller, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Christopher V. Miller of WEST JEFFERSON, North Carolina, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

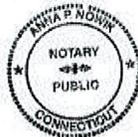
City of Hartford ss.

By: [Signature] Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



[Signature] Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of December, 2021.



[Signature] Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Blue Ridge Electric Membership Corporation
of Lenoir, NC
as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of North Carolina, are held and firmly bound unto Watauga County,
as Obligee, in the penal sum of One Hundred Ninety-Three Thousand Seven Hundred Fifty Dollars and No/100 (\$193,750.00),
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
proposal or a bid to the Obligee on a contract for Broadband Services for Unserved Areas of Watauga County.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
(90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 15th day of December, 2021.

Blue Ridge Electric Membership Corporation
Principal
By: *Bryan Z. Shields*

RLI Insurance Company
By: *William C. West*
William C. West Attorney in Fact

ADDRESS ALL CORRESPONDENCE TO:

P.O. Box 3967
Peoria, IL 61612
309-692-1000

C0006304-10,0

POWER OF ATTORNEY

**RLI Insurance Company
Contractors Bonding and Insurance Company**
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Susan M. Olander, William C. West, Jennifer Henze Willey, Dawn A. Franta, Brian A. Glasgow, Krista M. Schwendinger, jointly or severally

in the City of Shawnee, State of Kansas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of November, 2019.



**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 6th day of November, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15th day of December, 2021.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**
By: Jean M. Stephenson Corporate Secretary



COMPLETING ACCESS TO BROADBAND PROGRAM

SECTION 38.6. Article 15 of Chapter 143B of the General Statutes is amended by adding a new section to read:

"§ 143B-1373.1. Completing Access to Broadband program.

(a) As used in this section, the following definitions apply:

- (1) Broadband service. – Terrestrially deployed internet access service with transmission speeds of at least 25 megabits per second (Mbps) download and at least 3 megabits per second upload (25:3).
- (2) Department. – The Department of Information Technology.
- (3) Eligible area. – An area that is unserved or underserved in a county. A county that has utilized federal funding for broadband infrastructure projects on or after May 1, 2021, is not eligible.
- (4) Office. – The Broadband Infrastructure Office within the Department of Information Technology.
- (5) Project area. – An eligible area that is jointly determined by a requesting county and the Broadband Infrastructure Office within the Department of Information Technology as requiring project funding under this section to further complete the deployment of broadband service in the county.
- (6) Unserved or underserved. – A location within a county that has no deployment of broadband service or that has internet access service that does not meet the definition of broadband service. Areas where a private provider has been designated to receive funds through other State- or federally funded programs designed specifically for broadband deployment shall be considered served if such funding is intended to result in construction of broadband in the area within 18 months or for the duration of the federal funding program for that area, or if the funding recipient is otherwise in good standing with the funding agency's regulations governing the funding program.

(b) The Completing Access to Broadband Fund (CAB Fund) is established as a special revenue fund in the Department of Information Technology. The Secretary may award grants from the CAB Fund projects meeting the criteria established under this section. State funds appropriated to this Fund shall be considered an information technology project within the meaning of G.S. 143C-1-2. The Office shall establish procedures in accordance with this section that allow every county in the State to participate in the Completing Access to Broadband program. Monies awarded from the CAB Fund shall be used for infrastructure and infrastructure costs, as those terms are defined in G.S. 143B-1373(a). The State shall not be obligated for funds committed for project costs from the CAB Fund in excess of those sums appropriated by the General Assembly to the CAB Fund.

(c) In collaboration with the Broadband Infrastructure Office, a county may request funding under this section for either a defined eligible project area that is mutually identified by the county and the Office or for a project that was not awarded a grant in the most recent round of grant awards under G.S. 143B-1373. All identified projects shall be subject to the bid process requirements in this subsection. In selecting project areas to receive funding, the Office shall give priority to eligible areas that a county has requested funding for based upon utilizing the Office's Community Broadband Planning Playbook and those counties that meet the criteria established in subsection (e) of this section. The Department shall utilize its authority under Part 4 of this Article to develop competitive bid processes for the procurement of the construction, installation, and operation of broadband infrastructure. Notwithstanding Article 8 of Chapter 143 of the General Statutes, or any other provision of law to the contrary, the Department may delegate to a county the authority to select a provider for the project area in accordance with Part 4 of this Article. The Department shall reserve the authority to approve the selection of a county pursuant

to this subsection. Unless the county has bid processes acceptable to the Office, the Office shall utilize customizable forms and procedures developed by the Department for the purposes of this subsection. Selections made pursuant to this subsection are not subject to the Department's administrative review authority under Article 3A of Chapter 150B of the General Statutes or the Department's administrative rules regarding information technology bid protests and contested case procedures. Selection of project areas shall be subject to the protections provided in G.S. 143B-1373(c). In conjunction with the bid process, a proposed project area shall be posted on the Department's website for a period of at least 10 days. Upon submission of credible evidence, a broadband service provider may request a project scope adjustment to the Office in accordance with G.S. 143B-1373(e). Upon a finding that the evidence submitted by the broadband service provider is credible, the Office shall work with the county to amend the scope of the project. The Office shall develop and administer any agreement entered into pursuant to this section. Nothing in this subsection shall be deemed to grant authority for a county to own, operate, or otherwise control broadband infrastructure contracted for under this section.

(d) A broadband service provider selected for a project under this section may provide up to thirty percent (30%) of the total estimated project cost. The Office may commit up to thirty-five percent (35%) of the total estimated project cost from monies in the CAB Fund. The county requesting the project shall be responsible for at least thirty-five percent (35%) of the total estimated project cost and shall utilize federal American Rescue Plan Act (P.L. 117-2) funds or nonrestricted general funds for that purpose. In the event CAB Fund monies are insufficient to fund a project, a county may increase its share of the total estimated project cost, or the Office may adjust the scope of the project to meet the level of available funding. No county may receive more than four million dollars (\$4,000,000) in aggregate funding from the CAB Fund in any single fiscal year.

(e) Notwithstanding the project cost responsibility allocations in subsection (d) of this section, for a county receiving from the federal government less than an aggregate of eight million dollars (\$8,000,000) in federal American Rescue Plan Act (P.L. 117-2) funds, a broadband service provider selected for a project shall provide not less than fifteen percent (15%) of the total estimated project cost. If a broadband service provider provides more than fifteen percent (15%) of the total estimated project cost, the State and county cost responsibilities shall be equally apportioned. The following cost responsibility allocations for counties meeting the requirements of this subsection and the State apply:

<u>Direct Federal Funds Received</u>	<u>County Responsibility</u>	<u>State Responsibility</u>
<u>\$250,000, up to \$4,000,000</u>	<u>5%, minimum</u>	<u>Up to 80%</u>
<u>\$4,000,000, up to \$8,000,000</u>	<u>10%, minimum</u>	<u>Up to 75%</u>

(f) A broadband service provider selected for a project under this section shall enter into an agreement with the Office that shall include the project description, time lines, benchmarks, proposed broadband speeds, and any other information and documentation the Office deems necessary. All proposed broadband speeds must meet or exceed the federal guidelines for use of American Rescue Plan Act (P.L. 117-2) funds. Upon execution of an agreement, the county shall provide its portion of the total estimated project costs to the Office to be combined with CAB Funds awarded for the project and placed in a separate project account. The Office shall provide project oversight, and, upon completion of established benchmarks in the project agreement, the Office shall disburse funds from the project account to the broadband service provider. The forfeiture provisions in G.S. 143B-1373(l) shall apply to agreements entered into under this section."

EXPANSION OF THE G.R.E.A.T. PROGRAM FOR FIXED WIRELESS AND SATELLITE BROADBAND GRANTS

SECTION 38.7.(a) Article 15 of Chapter 143B of the General Statutes is amended by adding a new section to read:

"§ 143B-1373.1. G.R.E.A.T. program fixed wireless and satellite broadband grants.

(a) The following definitions apply in this section:

- (1) Broadband service. – Internet access service provided by low-orbit geostationary satellites or fixed wireless networks with (i) a latency of 500 milliseconds or less and (ii) transmission speeds that are equal to or greater than the requirements for the minimum performance tier, as provided by the Federal Communications Commission in Paragraph 39 of the report and order adopted January 30, 2020, and released February 7, 2020.
- (2) Equipment. – The antenna and any necessary hardware provided by a broadband service provider to a subscriber that enables the subscriber to connect to the broadband service. The term does not include a modem.
- (3) Fixed wireless provider. – A broadband service provider that provides internet access to a subscriber via fixed antenna that receives a radio link from the provider's network to the subscriber.
- (4) Grantee. – A broadband provider that has been awarded a grant pursuant to this section.
- (5) Office. – The Broadband Infrastructure Office in the Department of Information Technology.
- (6) Satellite broadband provider. – A broadband service provider that provides Internet access directly to consumers via satellite technology.
- (7) Secretary. – The Secretary of the Department of Information Technology.
- (8) Unserved household. – A household located in this State that does not have access to broadband service from a wireline or wireless service provider. A household that is included in an area where a grant from the Growing Rural Economies with Access to Technology (GREAT) program pursuant to G.S. 143B-1373 has been awarded is not eligible for a grant under this section.

(b) Applications for grants will be submitted at times designated by and on forms prescribed by the Secretary. Notwithstanding any other provision of law, if the Secretary deems some of the information in an application to contain proprietary information, the Secretary may provide that such information is not a public record, as that term is defined in G.S. 132-1, subject to public records or other laws requiring the disclosure of such information and have that portion of the application redacted. An application shall include, at a minimum, the following information:

- (1) The identity of the applicant.
- (2) The specific address of the subscriber.
- (3) A description of the services provided, including the upstream and downstream broadband speeds delivered, latency metrics, and any applicable data caps. Any applicant proposing a data cap below 150 Gigabytes of usage per month shall also provide justification to the satisfaction of the Office that the proposed cap is in the public interest and consistent with industry standards.
- (4) The cost to be charged to the unserved household for the equipment needed to connect to the broadband service for the next two years.
- (5) Evidence of a contract with the subscriber, including the amount charged for the equipment and the installation of the equipment, necessary for providing broadband service to the subscriber.
- (6) The terms and conditions imposed upon the subscriber, including restrictions on use and possession of equipment used for broadband service connection.
- (7) Any other information or supplementary documentation requested by the Office.

(c) The Office shall determine eligibility for a grant pursuant to this section based upon the information provided in the application of a broadband service provider and any other information or supplementary documentation requested by the Office. As a measurement of the provision of broadband equipment to an unserved household, the Office shall award grants to applicants that demonstrate the provision of equipment that has provided broadband service to an unserved household. The Office shall provide grants to eligible broadband service providers for providing broadband service equipment to unserved households as follows:

- (1) Up to one thousand one hundred dollars (\$1,100) for the provision of satellite broadband equipment to any single unserved household, or up to seven hundred dollars (\$700.00) for the provision of fixed wireless broadband equipment to any single unserved household, providing broadband speeds of 50 megabits per second download and 3 megabits per second upload or greater.
- (2) Up to seven hundred dollars (\$700.00) for the provision of satellite broadband equipment to any single unserved household, or up to five hundred dollars (\$500.00) for the provision of fixed wireless broadband equipment to any single unserved household, providing less than 50 megabits per second download and 3 megabits per second upload.

The grants awarded by the Office shall not exceed the cost of the broadband provider's equipment, including any installation costs, necessary to provide broadband service to the unserved household.

(d) Eligibility for a grant award is dependent upon the household maintaining broadband service with the grantee for at least 24 consecutive months. No grant shall be awarded for providing broadband service at an address that the Office has previously awarded a grant under this section. A grantee shall submit documentation to the Office annually that will provide information sufficient for the Office to verify eligibility of subscriptions, including that the household was unserved. Payment of grant funds is subject to documentation showing eligibility of subscriptions.

(e) The Office shall require a grantee to enter into an agreement. The agreement shall contain at least all of the following:

- (1) An address of the household subscribing for broadband service for which the grant is sought.
- (2) A provision that requires the grantee to maintain its service for the subscriber for at least 24 consecutive months.
- (3) A provision establishing the conditions under which the grant agreement may be terminated and under which grant funds may be recaptured by the Office.
- (4) A provision stating that unless the agreement is terminated pursuant to its terms, the agreement is binding and constitutes a continuing contractual obligation of the State and the grantee.
- (5) A provision that establishes any allowed variation in the terms of the agreement that will not subject the grantee to grant reduction, amendment, or termination of the agreement.
- (6) A provision describing the manner in which the amount of the grant will be measured and administered to ensure compliance with the agreement and this section.
- (7) A provision stating that any recapture of a grant and any reduction in the amount of the grant or the term of the agreement must, at a minimum, be proportional to the failure to comply measured relative to the condition or criterion with respect to which the failure occurred.

- (8) A provision describing the methodology the Office will use to verify subscriptions and the types of information required to be submitted by the grantee.
- (9) A provision stating that the grantee may not impose data caps upon any eligible subscription, for the term of the agreement.
- (10) A provision stating that the equipment necessary for a subscriber to receive broadband service from the grantee shall be deemed a fixed asset upon the property of the eligible subscription and shall transfer with the property to any successors.
- (11) Any other provision the Office deems necessary.

(f) If the grantee fails to meet or comply with any condition or requirement set forth in an agreement, the Office shall reduce the amount of the grant or the term of the agreement, may terminate the agreement, or both. The reduction in the amount or the term must, at a minimum, be proportional to the failure to comply measured relative to the condition with respect to which the failure occurred. If the Office finds that the grantee has manipulated or attempted to manipulate data with the purpose of increasing the amount of a grant, the Office shall immediately terminate the agreement and take action to recapture any grant funds disbursed in any year in which the Office finds the grantee manipulated or attempted to manipulate data with the purpose of increasing the amount of a grant.

(g) The grantee shall certify and provide to the Office evidence consistent with a Federal Communications Commission attestation that the proposed minimum upstream and minimum downstream broadband speeds and latency metrics identified in the application guidelines are and will be available throughout the project area during the term of the agreement prior to any end user connections. A grantee may receive a disbursement of a grant only after the Office has certified that the grantee has met the terms and conditions of the agreement. A grantee shall submit a certification of compliance with the agreement to the Office. The Office shall require the grantee to provide any necessary evidence of compliance to verify that the terms of the agreement have been met.

(h) The Office shall require that a grantee offer the proposed advertised minimum download and minimum upload speeds and subscription cost identified in the application for the duration of the 24 consecutive months provided in the agreement. Upon request, a grantee shall provide to the Office evidence consistent with a Federal Communications Commission attestation that the grantee is making available the proposed advertised speed, or a faster speed, as contained in the grant agreement."

SECTION 38.7.(b) The Department may utilize up to one million dollars (\$1,000,000) in funds appropriated to the Growing Rural Economies with Access to Technology Fund established in G.S. 143B-1373(b) for grants awarded under this section.

SECTION 38.7.(c) This section becomes effective July 1, 2022.

BROADBAND MAPPING

SECTION 38.8.(a) G.S. 143B-1321 reads as rewritten:

"§ 143B-1321. Powers and duties of the Department; cost-sharing with exempt entities.

(a) The Department shall have the following powers and duties:

- ...
- (34) Prepare and maintain statewide broadband maps incorporating current and future federal data along with State data collected by the Department or provided to the Department from other sources to identify the capabilities and needs related to broadband distribution and access and serve as the sole source provider of broadband mapping for State agencies.

...."

SECTION 38.8.(b) G.S. 143B-1370 reads as rewritten:

"§ 143B-1370. Communications services.

(a) The State CIO shall exercise authority for telecommunications and other communications included in information technology relating to the internal management and operations of State agencies. In discharging that responsibility, the State CIO shall do the following:

- ...
- (5) Provide for the establishment, management, and operation, through either State ownership, by contract, or through commercial leasing, of the following systems and services as they affect the internal management and operation of State agencies:
- a. Central telephone systems and telephone networks, including Voice over Internet Protocol and Commercial Mobile Radio Systems.
 - b. Satellite services.
 - c. Closed-circuit TV systems.
 - d. Two-way radio systems.
 - e. Microwave systems.
 - f. Related systems based on telecommunication technologies.
 - g. The "State Network," managed by the Department, which means any connectivity designed for the purpose of providing Internet Protocol transport of information for State agencies.
 - h. ~~Broadband.~~ Broadband, including serving as the sole source of agency broadband maps.

...."

SECTION 38.8.(c) G.S. 143B-1373 reads as rewritten:

"§ 143B-1373. Growing Rural Economies with Access to Technology (GREAT) program.

...

(m) The Office of Broadband Infrastructure in the Department of Information Technology (Office) shall be the designated agency for receipt and disbursement of federal grant funds intended for the State for broadband expansion and shall seek available federal grant funds for that purpose. All federal grant funds received for the purpose of broadband expansion shall be disbursed in accordance with this section. The Office shall serve as the designated agency for the receipt of all State, federal, and private grants, gifts, or matching funds for broadband mapping, as provided by G.S. 143B-1370(a)(5)h. Funds received under this subsection shall remain unexpended until appropriated by an act of the General Assembly.

...."

FACILITATION OF BROADBAND DEPLOYMENT

SECTION 38.9.(a) Article 15 of Chapter 160A of the General Statutes is amended by adding a new section to read:

"§ 160A-296.1. Facilitation of broadband deployment.

(a) Except as provided in G.S. 160D-935, a city shall issue a written decision to approve or deny an application for a permit or encroachment to conduct activities in the city's rights-of-way that has been submitted by an entity deploying broadband service, as defined in G.S. 143B-1373(a), within 30 days of the submission of the application. If a written decision has not been issued within the 30-day period, the application shall be deemed approved by the city. An application submitted pursuant to this section shall include information concerning the identity of the applicant and any contractors for the applicant, the type of installation and related facilities to be installed, the proposed construction time line, and the location or address of the proposed construction or installation. A city may deny an application that fails to meet reasonable guidelines established pursuant to this section and shall provide the reasons for denial to the applicant. An applicant may cure the deficiencies identified in the application denial and resubmit

a revised application at no additional cost to the applicant. A city shall review only the portion of a resubmitted application relating to the deficiencies initially identified and shall approve or deny the resubmitted application within 10 days of resubmission. A city shall include a method to designate applications submitted pursuant to this section as being submitted by an entity deploying broadband service.

- (b) In administering the provisions of this section, a city may do the following:
- (1) Determine reasonable guidelines for the installation of facilities in the city's rights-of-way to prevent any activities from interfering with or endangering public use of city streets.
 - (2) Require an applicant to promptly repair any damage caused by the applicant or an agent of the applicant.
 - (3) Require that an applicant execute an affidavit evidencing financial responsibility or obtain commercially reasonable insurance that demonstrates adequate resources to repair any damage caused by the applicant or an agent of the applicant.

A city may not impose additional conditions or requirements on an applicant beyond those listed in this subsection. A city may not require an entity that has been issued a valid certificate of public convenience by the Public Utilities Commission or a franchise to provide video programming services issued by the Secretary of State to enter into a master encroachment agreement or other similar agreement as a condition of approval of an application under this section."

SECTION 38.9.(b) This section is effective when it becomes law.

BROADBAND ACCELERATION

SECTION 38.10.(a) G.S. 153A-459 reads as rewritten:

"§ 153A-459. ~~Authorization to provide grants.~~County broadband acceleration.

A county may provide grants to unaffiliated ~~qualified~~ private or nonprofit providers of high-speed Internet access service, broadband service, as that term is defined in G.S. 160A-340(4), G.S. 143B-1373(a)(2), for the purpose of expanding broadband service in unserved areas ~~for economic development~~ in the county. The grants shall be awarded on a technology neutral basis, shall be open to ~~qualified applicants,~~ all private or nonprofit providers of broadband service, and may require matching funds by the private provider, or nonprofit providers. A county shall seek and consider requests for proposal from ~~qualified private providers within the county~~ prior to awarding a broadband grant and shall use reasonable means to ensure that potential applicants are made aware of the grant, including, at a minimum, compliance with the notice procedures set forth in G.S. 160A-340.6(e). ~~grant; provided, however, a county is not required to seek and consider requests for proposal when providing financial or other support in connection with an application from a private provider for a broadband service grant under G.S. 143B-1373.~~ The county shall ~~may~~ use ~~only unrestricted~~ general fund revenue as well as State or federal funds for the grants. ~~For the purposes of this section, a qualified private provider is a private provider of high-speed Internet access service in the State prior to the issuance of the grant proposal.~~ For purposes of this section, the term "unserved area" has the same meaning as in G.S. 143B-1373(a)(14). For any grants awarded pursuant to this section after the date this section becomes effective, the term "unserved area" shall not include any location where a private provider has been designated to receive funds through State- or federally funded programs designed specifically for broadband service deployment if the recipient of the funding is in good standing with the grantor agency's requirements regarding construction build-out and time lines. Nothing in this section authorizes a county to provide high-speed Internet broadband service."

SECTION 38.10.(b) The Broadband Pole Replacement Program (hereinafter "Program") is hereby established for the purpose of speeding and facilitating the deployment of broadband service to individuals, businesses, agricultural operations, and community access

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Proposed Dates for Annual Pre-Budget Retreat

MANAGER’S COMMENTS:

The proposed dates for the Annual Pre-Budget Retreat are February 17th and 18th or the 24th and 25th with times proposed from 12–7 P.M. and 9 A.M.–1 P.M. Two days are required for the Retreat and should the Board wish, times and dates may be adjusted accordingly.

Direction from the Board is requested to set the dates of the Retreat.

TENTATIVE RETREAT AGENDA
WATAUGA COUNTY BOARD OF COMMISSIONERS
COMMISSIONERS' BOARDROOM
WATAUGA COUNTY ADMINISTRATION BUILDING, BOONE, NC

FEBRUARY 17 & 18, 2022

OR

FEBRUARY 24 & 25, 2022

TIME	TOPIC	PRESENTER	PAGE
THURSDAY, FEBRUARY 17 OR 24, 2022			
12:00 PM	OPENING REMARKS AND LUNCH	MR. DERON GEOUQUE	
1:00 PM	FY 2022 REVIEW AND DISCUSSION OF FY 2023 BUDGET	MS. MISTY WATSON	
	<ul style="list-style-type: none"> A. Revenues B. Expenditures C. Debt Service Report D. Budget Calendar E. Special Appropriations 		
1:15 PM	REVIEW OF CURRENT CAPITAL IMPROVEMENT PLAN (CIP)	MR. DERON GEOUQUE & MR. ROBERT MARSH	
	<ul style="list-style-type: none"> A. Current CIP Status Report B. Valle Crucis Elementary School C. Courthouse Parking Deck D. Courthouse Roof Repairs Update E. Human Services and Law Enforcement Roof Replacement F. County Facilities Assessment Update G. ARPA Projects/Funding <ul style="list-style-type: none"> 1. COVID-19 Expenses i.e. inmate testing \$270,000 2. Law Enforcement Safety Gear \$30,000 3. Broadband \$7,750,000 4. Kill/Chill Water/Sewer \$500,000 5. Valle Crucis School Water/Sewer \$2,145,000 6. Undesignated ARPA Funding \$216,724 7. Outside Agency Requests H. Library I. School Facilities 		
3:00 PM	BREAK		
3:05 PM	SANITATION FACILITY UPGRADES	MR. REX BUCK	
3:45 PM	ANIMAL CARE AND CONTROL ORDINANCE		
4:15 PM	BREAK		
4:30 PM	APPALACHIAN DISTRICT HEALTH	MS. JENNIFER GREENE	
5:00 PM	WATAUGA MEDICS	MR. CRAIG SULLIVAN	
	<ul style="list-style-type: none"> A. Annual Report B. Future Needs 		
5:30 PM	COUNTY MANAGER'S SUMMARY	MR. DERON GEOUQUE	
7:00 PM	RECESS UNTIL FRIDAY, FEBRUARY 18 OR 25, 2022 AT 9:00 AM		

FRIDAY, FEBRUARY 18 OR 25, 2022

8:30 AM	BREAKFAST	
9:00 AM	MIDDLE FORK GREENWAY UPDATE	MS. WENDY PATOPRSTY
9:15 AM	WATAUGA TDA	
9:45 AM	2022 REVALUATION	
10:00 AM	CALDWELL COMMUNITY COLLEGE & TECHNICAL INSTITUTE	DR. MARK POARCH
10:30 AM	SCHOOL BOARD FUNDING ISSUES	DR. SCOTT ELLIOTT & SCHOOL BOARD MEMBERS
	A. FY 2022 Funding Needs	
	B. Schools' Capital Improvement Plan	
11:30 AM	PUBLIC SAFETY AND EMERGENCY COMMUNICATIONS MATTERS	MR. WILL HOLT
	A. Centralized Dispatch	
	B. Systems Update	
11:45 AM	MISCELLANEOUS & COMMISSIONER MATTERS	MR. DERON GEOUQUE
	A. State Issues	
	B. Commissioner Matters	
11:55 PM	WRAP UP, GOALS & OBJECTIVES, BOARD DIRECTIVES	
12:00 PM	ADJOURN	

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Proposed Dates for Budget Work Sessions

MANAGER’S COMMENTS:

The Board holds two budget work sessions each year. The work sessions are scheduled after the Manager’s proposed budget is presented on the first meeting in May. The proposed dates for the budget work sessions are May 5th and 6th or the 12th and 13th with times proposed from 12–8 P.M. and 9 A.M.–1 P.M. Should the Board wish, times and dates may be adjusted accordingly.

Direction from the Board is requested to set the dates of the budget work sessions.

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Boards and Commissions

AppalCART Board

The Town of Boone recommends appointing Todd Carter as a Town representative on the AppalCART Board.

Watauga County Recreation Commission

The Town of Boone recommends appointing Rebecca Nenow as Town of Boone representative on the Watauga County Recreation Commission.

Town of Boone



December 15, 2021

Watauga County Board of Commissioners
814 W. King Street
Boone, NC 28607

RE: Appointment of Town Council Liaison to AppalCART Board

Dear Board of Commissioners:

At the December 14, 2021 meeting of the Boone Town Council, Todd Carter was recommended to serve as Town Council representative on the AppalCART board. It is my understanding that Town Council representatives on the AppalCART board must also be appointed by the Watauga County Board of Commissioners.

Please accept this letter as the Town's formal request that the County appoint Todd Carter to the AppalCART board as Boone Town Council representative. Mr. Carter's contact information is as follows:

Todd Carter
1082 E. King Street, Apt. 5
964.3840
Todd.carter@townofboone.net

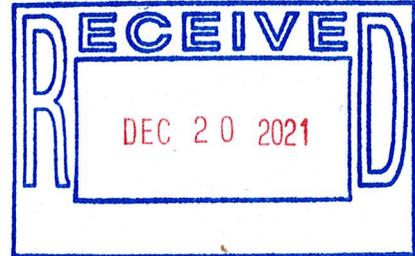
Should you have questions or concerns, please do not hesitate to contact me at 828-268-6200.

Sincerely,

A handwritten signature in black ink that reads "Nicole Harmon". The signature is written in a cursive, flowing style.

Nicole Harmon
Clerk, Town of Boone

Town of Boone



December 15, 2021

Watauga County Board of Commissioners
814 W. King Street
Boone, NC 28607

RE: Appointment of Town Council Liaison to Watauga County Parks and Recreation Commission

Dear Board of Commissioners:

At the December 14, 2021 meeting of the Boone Town Council, Rebecca Nenow was recommended to serve as Town Council representative on the Watauga County Parks and Recreation Commission. It is my understanding that Town Council representatives on the Watauga County Parks and Recreation Commission must also be appointed by the Watauga County Board of Commissioners.

Please accept this letter as the Town's formal request that the County appoint Rebecca Nenow to the Watauga County Parks and Recreation Commission as Boone Town Council representative. Ms. Nenow's contact information is as follows:

Rebecca Nenow
232 Wildwood Lane
406.9753
Becca.nenow@townofboone.net

Should you have questions or concerns, please do not hesitate to contact me at 828-268-6200.

Sincerely,

Nicole Harmon
Clerk, Town of Boone

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

F. Announcements

MANAGER’S COMMENTS:

The Watauga Compassionate Community Initiative has sent a “save the date” for their Annual Spring Conference which will be held on Friday, May 13, and Saturday, May 14, 2022.

Watauga County Parks and Recreation is teaming up with the Hospitality House, Casting Bread, and Hunger & Health Coalition to collect food items. Please drop your items off at the Community Recreation Center between 8:00 A.M. and 5:00 P.M. by February 11.

Food for Friends FOOD DRIVE

Watauga County Parks and Recreation is teaming up with Hospitality House, Casting Bread and Hunger & Health Coalition to collect food items for our community friends in need. During this winter season and this COVID-19 challenging time, we could all use a helping hand.

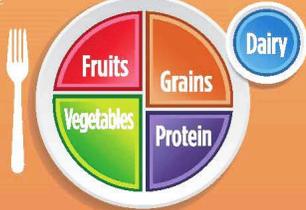
Please drop your items off at the new Watauga Community Recreation Center between 8 a.m. and 5 p.m. Monday through Friday.

DRIVE DATES: Monday, December 13th—Friday, February 11th
Delivery Date to Food Pantries by Valentine’s Day, 2022



SUPPORT HEALTHY AND HUNGER-FREE COMMUNITIES

Donations of non-perishable, staple food items are an important complement to fresh produce donated by farmers, community gardens, grocery retailers and others.

FRUITS & VEGETABLES		DAIRY
Low sodium canned vegetables Diced tomatoes Tomato sauce Canned fruit in juice, water or light syrup Unsweetened apple sauce Shelf-stable fruit cups in juice Raisins		Dry milk (low fat) Evaporated milk (2%) Shelf-stable milk (1%)
PROTEINS	Dried or low-sodium canned beans Canned tuna in water Canned salmon Canned chicken Low sodium bean soups Peanut butter	GRAINS
		Whole wheat pasta Whole grain crackers Cereals: oatmeal, grits, raisin bran and other whole grain cereals Brown rice High fiber, low sugar granola bars

CASTING BREAD



Increase Food Security

HUNGER AND HEALTH COALITION




AGENDA ITEM 11:

PUBLIC COMMENT

AGENDA ITEM 12:

BREAK

AGENDA ITEM 13:

CLOSED SESSION

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

AGENDA ITEM 14:

POSSIBLE ACTION AFTER CLOSED SESSION