

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

**TUESDAY, MARCH 5, 2019
8:30 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: February 19, 2019, Regular Meeting February 19, 2019, Closed Session		1
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8:35	4	SRO AGREEMENT WITH CALDWELL COMMUNITY COLLEGE AND TECHNICAL INSTITUTE (CCC&TI)	SHERIFF LEN HAGAMAN CAPTAIN KELLY REDMON	13
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8:45	6	HIGH COUNTRY FOOD HUB UPDATE	MS. COURTNEY BAINES	21
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9:00	9	BOARD OF EQUALIZATION AND REVIEW SCHEDULE	MR. LARRY WARREN	37
9:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Proposed Agreement for Storage of Bodies with Watauga Medical Center, Inc.		39
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10:30	14	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

February 19, 2018, Regular Meeting

February 19, 2018, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, FEBRUARY 19, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, February 19, 2019, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: John Welch, Chairman
 Billy Kennedy, Vice-Chairman
 Charlie Wallin, Commissioner
 Larry Turnbow, Commissioner
 Perry Yates, Commissioner
 Anthony di Santi, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

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

APPROVAL OF MINUTES

Vice-Chairman Kennedy called for additions and/or corrections to the February 5, 2019, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the February 5, 2019, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Wallin, seconded by Commissioner Yates, moved to approve the February 19, 2019, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Vice-Chairman Kennedy called for additions and/or corrections to the February 19, 2019, agenda.

County Manager Geouque requested to add consideration of a facilities assessment agreement and a proposed Community Pride Resolution.

Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to approve the February 19, 2019, agenda as amended.

VOTE: Aye-5
Nay-0

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON AN ORDINANCE TO PROVIDE FOR THE CONTROL OF SOIL AND EROSION AND SEDIMENTATION

Chairman Welch stated that a public hearing had been scheduled to allow citizen comment on amendments to the Soil Erosion and Sedimentation Ordinance.

Mr. Joe Furman, Planning and Inspections Director, stated that the State Sedimentation Control Commission had notified the County that the model erosion control ordinance for local programs had been updated with changes made to the NC General Statutes – Sedimentation Pollution Control Act – over the past several years. As such, the County’s local ordinance needed to be updated to comply with the model. The County’s ordinance was last updated in 2003 with a marginal amendment in 2011. Mr. Furman presented the proposed updated ordinance.

Commissioner Yates, seconded by Commissioner Turnbow, moved to declare the public hearing open at 5:37 P.M.

VOTE: Aye-5
Nay-0

There being no public comment, Commissioner Yates, seconded by Commissioner Turnbow, moved to declare the public hearing closed at 5:37 P.M.

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to adopt the Soil Erosion and Sedimentation Ordinance as presented.

VOTE: Aye-5
Nay-0

PROPOSED NON-MEDICAL TRANSPORTATION CONTRACT WITH APPALCART

Mr. Craig Hughes, AppalCART Director, presented a revised contract for Rural General Public trips. The contracted rate would increase from \$1.45 to \$2.07 the purpose of the increase is to fully utilize the grant. No increase or service reduction will be experienced.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the revised contract for Rural General Public trips which increases the per direct mile cost from \$1.45 to \$2.07.

VOTE: Aye-5
Nay-0

PROPOSED LEASE RENEWAL WITH COVE CREEK PRESERVATION AND DEVELOPMENT

Mr. David Tyner, Cove Creek Preservation and Development (CCP&D) Chairman, stated that the current lease between the County and CCP&D for the Old Cove Creek School Building is scheduled to expire in 2022. Mr. Tyner requested to extend the lease to protect the investment of renovations and financial outlay made by CCP&D.

County Attorney di Santi stated that, by Statute, a twenty-five year lease would have to be treated the same as an authorized for sale of real property. Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. The current lease could be extended to a total time up to ten years or the CCP&D could wait until 2022 and then request a new lease up to ten years.

Mr. Tyner asked if the Board could offer a commitment that a lease for up to ten years would be available to CCP&D in 2022. County Attorney di Santi stated that the current Board could not make such a promise for a future Board. County Manager Geouque stated that he felt confident that a future Board would be committed to lease the property to CCP&D due to the past loan and long-term history CCP&D has with County and the building.

Mr. Tyner planned to report back to and get direction from the CCP&D Board. Once direction was given, Mr. Tyner planned to contact the County Manager with how the CCP&D wished to proceed.

FUNDING REQUEST FROM F.A.R.M. CAFÉ FOR THE FULL CIRCLE FOOD RECOVERY PROGRAM

Ms. Renee Boughman, Executive Chef for F.A.R.M. Café, introduced Ms. Elena Dalton, Coordinator of F.A.R.M. Full Circle which is a food recovery program. Ms. Dalton shared the four components of the program as follows: 1) rescue foods in danger of going to waste, focusing on local sources whenever possible, 2) create value added products (frozen, dehydrated, minimally processed goods, etc.) which can be stored, 3) distribute to food outreach organizations, pantries, and individuals year-round, and 4) compost kitchen scraps to minimize waste. Ms. Dalton shared the 2018 program goals which included rescuing and redistributing one ton of usable food; providing 500 meals to receiving agencies; and creating a collaborative network of community volunteers and partner agencies. The impact made by the program exceeded the goals. From May to December 2018 the program diverted 10,565 pounds of food from landfills; distributed approximately 19,000 servings at no charge; provided 368.5 Volunteer

Hours; and formed 20 community partnerships. The intended long-term community impacts are stronger community increased access to fruits and vegetables; increased health benefits related to improved diet; increased community knowledge of seasonal cooking and preservation methods; and decreased nutritional inequality.

Ms. Dalton requested a \$20,000 donation from the Board. Funds would be used to advertise for local buy-in of the program which would hopefully become a model program for other communities.

Ms. Boughman stated that the Full Circle Program is outgrowing the F.A.R.M. Café space currently being utilized and stated that a community kitchen would be helpful. Ms. Boughman also stated that plans for a feasibility study and a mobile market were being considered.

No action was taken by the Board at this time.

WATAUGA COUNTY LIBRARY PRESENTATION OF ALPHABET READY BY 5 - YEAR 2

Ms. Lisa Flanigan, with Youth Services at the Watauga County Library, gave a presentation on the Library's Alphabet Ready by 5 Program. Ms. Flanigan stated that the Library began offering story times around the idea of emphasizing phonemic awareness and alphabetic knowledge which are two skills that serve as predictors of early reading success. Ms. Flanigan shared that while offering the story times at the library was well received, she felt we they were "preaching to the choir."

At that time the Alphabet Ready grant proposal developed with the idea of partnering with schools as a literacy outreach program. ARLE Preschool Outreach (Appalachian Reading and Literacy for Early Learners) was formed with seed money from the Watauga County Friends of The Library. Through the ARLE program, trained volunteers took "Alphabet Ready" style story times into child care centers. The program also teamed with Kindergarten and Pre-K classes throughout Watauga and Ashe Counties reaching 605 children weekly. Twelve Library field trips also reached 400 children, half of which stated they had never been to the Library. The presentation was for information only and, therefore, no action was required.

GUY FORD ROAD RIVER ACCESS PROJECT REQUEST

Mr. Joe Furman, Planning and Inspections Director, presented a quote in the amount of \$67,750 from Loven Ready Mix for the purchase of approximately 542 large blocks for the construction of a retaining wall at the Guy Ford Road river access parking area. Loven Ready Mix is the only local source of the block and has offered a reduced price. Additional blocks may be required and purchased; however, the purchase would not exceed the County's \$15,000 local purchase policy. The blocks will be purchased with existing grant funds.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to approve the purchase of 542 blocks from Loven Ready Mix in the amount of \$67,750 with the understanding that additional blocks at a price of \$125 per block may be required and purchased with the amount not to exceed \$15,000 per the County's local policy.

VOTE: Aye-5
Nay-0

PROJECT ON AGING MATTERS

A. Proposed Appointment of Home and Community Care Block Grant (H&CCBG) Advisory Committee and Lead Agency

Ms. Angie Boitnotte stated that each year the Board is required to appoint a lead agency and advisory committee to make recommendations on how to best expend the County's allocation from the Home and Community Care Block Grant (H&CCBG) funds. H&CCBG funds were established by the Older American's Act and were administered by the North Carolina Division of Aging.

The following were recommended for appointment to the committee: Commissioner Yates, the Area Agency on Aging Director, Nicole Hiegl, Linda Bretz, Vanessa Brumfield, Jennifer Greene, Murray Hawkinson, Tom Hughes, Margie Mansure, Pat Coley, Kat Danner, Sherry Harmon, Gail Hawkinson, Bob Parker, Dr. Ed Rosenberg, and Betty Wyse. Commissioner Yates was appointed to this Committee at the December 3, 2018, Board of Commissioners meeting.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to waive the second reading and appoint the Area Agency on Aging Director, Nicole Hiegl, Linda Bretz, Vanessa Brumfield, Jennifer Greene, Murray Hawkinson, Tom Hughes, Margie Mansure, Pat Coley, Kat Danner, Sherry Harmon, Gail Hawkinson, Bob Parker, Dr. Ed Rosenberg, and Betty Wyse to the Home and Community Care Block Grant Advisory Committee.

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to appoint the Watauga County Project on Aging as the Lead Agency for Home and Community Care Block Grant funds.

VOTE: Aye-5
Nay-0

B. Request for Acceptance of the FY 2019 SHIP/MIPPA Grant/Contract

Ms. Angie Boitnotte, Project on Aging Director, requested acceptance of a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Seniors' Health Insurance Information Program (SHIP). The grant is in the amount of \$1,816 with no local match

required. If accepted, MIPPA grant funds, in the amount of \$1,816, will be used to expand low income subsidy outreach and to upgrade technology used for SHIP counseling and activities.

Commissioner Yates, seconded by Commissioner Turnbow, moved to accept the Medicare Improvements for Patients and Providers Act (MIPPA) grant in the amount of \$1,816 as presented by Ms. Boitnotte.

VOTE: Aye-5
Nay-0

C. North Carolina Senior Tar Heel Legislature (STHL) Appointment Requests

Ms. Angie Boitnotte presented recommendations for appointments to the North Carolina Senior Tar Heel Legislature (STHL). Each County in the State has a delegate and an alternate. Ms. Pat Coley, who serves as the Delegate, and Dr. Ed Rosenberg, who serves as the Alternate, are both willing to continue to serve.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to waive the second reading and reappoint Ms. Pat Coley as the Watauga County Delegate and Dr. Ed Rosenberg as the Watauga County Alternate on the North Carolina Senior Tar Heel Legislature.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of January 2019. 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 January 2019 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the Refunds and Releases Report for January 2019 as presented.

VOTE: Aye-5
Nay-0

C. Tax Lien Report

Mr. Warren presented the Tax Lien Report which lists delinquent tax bills that were liens on real property and requested authorization to advertise such liens between March 1 and June 30, 2019.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to order the Tax Administrator to advertise the liens as requested.

VOTE: Aye-5
Nay-0

PROPOSED REALLOCATION OF RURAL OPERATING ASSISTANCE PROGRAM (ROAP) FUNDS

On behalf of Ms. Misty Watson, Finance Director, County Manager Geouque informed the Board of the reallocation of \$4,000 recommended from the Rural Operating Assistance Program (ROAP) Committee. Funds were shifted from the Watauga County Department of Social Services Elderly and Disabled Transportation Assistance Program to Watauga Opportunities.

The report was given for information only and, therefore, no action was required.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Watauga County Facilities Assessment Agreement

County Manager Geouque presented a proposed agreement with Clark Nexen to perform a facilities assessment for the County for a lump sum fee of \$15,000. The assessment will include the review of spacing and parking requirements as well as recommendations for use of existing structures or possible new facilities. The assessment will conclude with a presentation to the Board or administrative staff.

Commissioner Yates, seconded by Commissioner Turnbow, moved to hire Clark Nexen to perform a County facilities assessment for the lump sum amount of \$15,000 which is to be allocated from the Administrative Contingency Fund.

VOTE: Aye-5
Nay-0

B. Proposed Community Pride Proclamation

County Manager Geouque presented a proposed proclamation which, if adopted, will allow residents to dispose of residential waste, appliances, automobile tires, scrap metal, broken concrete, asphalt, brush, unpainted brick, unpainted block, building and construction debris, and materials exceeding three feet in length at the Watauga County Transfer Station, Recycling Facility, and Land Clearing and Inert Debris Landfill each Saturday from July 1 to December 31, 2019 for no charge. This does not apply to commercial waste, commercial haulers or businesses. Residents will have to pay on weekdays to dispose of all trash that cannot be placed in the dumpsters at container sites including the items as listed above.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve adopt the Community Pride Proclamation as presented by the County Manager.

VOTE: Aye-5
Nay-0

B. Community Recreation Center Change Order #2

County Manager Geouque stated that, at the September 18, 2018, meeting, the Board approved Change Order #1 for the preliminary Guaranteed Maximum Price (GMP) for the Community Recreation Center. The County Manager presented Change Order # 2 which formalizes the final GMP based on receipt of final bids. This information was presented to the Board on January 15, 2019. Please note that the Change Order does not include the full amount discussed at the meeting. The additional funds will be allocated once the building pad is completed and steel erection has begun. This approach was taken to have a complete understanding of the costs associated with the soil remediation. The County Manager emphasized that Change Order #2 does not increase the budget.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve Change Order # 2 for the Community Recreation Center as presented by the County Manager.

VOTE: Aye-5
Nay-0

C. Boards and Commissions

County Manager Geouque shared that each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board whose terms run concurrent with the term of the appointing Commissioner. Boone Rural Fire Service District Board members must own property and reside within that Fire Service District. Commissioner Wallin stated that he is searching for a representative to serve as his appointee.

D. Announcements

County Manager Geouque announced the following:

- The N.C. Department of Transportation will hold a public meeting regarding proposed improvements on Ridge Road (S.R. 1523) and Bamboo Road (S.R. 1514). The Local Officials' Informational Meeting will be on Thursday, February 21, 2019, from 2:00 P.M. until 3:00 P.M. at the Boone Moose Lodge located at 607 Deerfield Road, Boone, NC. An informal, drop-in style open house will follow at the same location from 4:00 P.M. until 7:00 P.M. The opportunity to submit written comments will be provided at the meeting or by mail or email no later than March 8.
- Watauga County Cooperative Extension's Annual "Report to the People" will be held on Tuesday, March 5, 2019, from 11:45 A.M. to 1:00 P.M. at the Agricultural Conference Center. Lunch will be provided and staff will discuss programs, trends, and issues.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 6:35 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) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to resume the open meeting at 7:29 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to adjourn the meeting at 7:29 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE MARCH 5, 2019, AGENDA

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AGENDA ITEM 4:**SRO AGREEMENT WITH CALDWELL COMMUNITY COLLEGE AND TECHNICAL INSTITUTE (CCC&TI)****MANAGER'S COMMENTS:**

Sheriff Hagaman and Captain Kelly Redmon will present an agreement to provide an SRO at the Watauga Campus for CCC&TI. CCC&TI will pay the salary and benefits portion while the County will pay vehicle, uniform, training, and equipment costs. Staff understands that the Sheriff's Office has existing funding in the current budget to cover the costs associated with this agreement.

Board action, contingent upon County Attorney review and approval, is required to approve the agreement as presented.

**Agreement between
Caldwell Community College & Technical Institute and
The Watauga County Sheriff's Office for a School Resource Officer**

This agreement made this __ day of _____, 2019 by and between the County of Watauga, a North Carolina governmental entity, the Watauga County Sheriff's Office, a law enforcement agency organized and existing under the laws of the State of North Carolina hereinafter referred to as "Sheriff's Office" and Caldwell Community College & Technical Institute, a public body corporate organized and existing under the Constitution and laws of the State of North Carolina, hereinafter referred to as the "Community College".

WITNESSETH:

The Community College, The County of Watauga, and the Sheriff's Office mutually agree as follows:

The Watauga County Sheriff's Office Shall:

1. The Sheriff's Office will assign to the Watauga campus of the Community College, a certified and sworn Deputy Sheriff, pursuant to the terms of this agreement.
2. The officer shall be a full time employee of the Watauga County Sheriff's Office and subject to the supervision of the Sheriff or his designee. The officer shall be subject to all rules, regulations, policies and procedures of the Watauga County Sheriff's Office as well as Watauga County Government.
3. The Sheriff's Office shall be responsible for providing necessary equipment and required training for the officer so assigned.
4. The mission of the SRO shall be:
 - a. Protect students, staff, visitors and property at the Community College
 - b. Investigate criminal activity on Community College Property.
 - c. Assist other law enforcement agencies as requested.
 - d. Patrol areas of the Community College Campus as directed or needed.
 - e. Assist in medical emergencies as needed.

- f. Advise and assist Community College staff in crisis prevention and intervention.
- g. Conduct informal counseling with students and families related to law enforcement issues.
- h. Coordinate and communicate with school administration on issues that arise on the campus or regarding incidents which occur off campus that may affect the operation of the Community College.
- i. Perform any other law enforcement function as needed on campus.

The Community College Shall:

- 5. The Community College shall reimburse the County of Watauga for the salary, benefits and other expenses attributable to the officer so assigned. In addition, the Community College shall reimburse the County of Watauga for any required overtime worked. The County of Watauga shall bill the Community College once per month for the salary and benefits assignable to the officer.
- 6. The Community College shall provide the officer with office space located in an area strategically located and equipped in such a manner to allow them to effectively perform their duties.
- 7. The Community College shall provide a reserved parking area for the officer in an area which allows for ample visibility on the Community College Campus.
- 8. The Community College shall not utilize the officer for the purpose of College administrative enforcement actions.
- 9. The Community College shall devise an acceptable work schedule for the officer.

Termination:

- 1. Either party may terminate this agreement without cause on 90 days notice in writing to the other party;
- 2. Either party may terminate this agreement immediately for cause, upon giving written notice to the other party, in the event that the general counsel of the party terminating the agreement provides a written statement that in his or her good faith legal opinion it is not legally

permissible for that party to continue to substantially comply with this agreement.

- 3. In the event that the President of the Community College is dissatisfied with the performance of the assigned SRO, the President shall consult with the Watauga County Sheriff and the parties shall negotiate in good faith so as to reasonable satisfy the President, by either improvement in the performance of the SRO or by assignment of a different officer to the SRO position. In the event the President remains dissatisfied despite the foregoing efforts, the President may terminate this agreement upon 30 days written notice.

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

Watauga County

Caldwell Community College & Technical Institute

Len Hagaman-Sheriff

Mark Poarch- President

ATTEST:

Watauga County Board
Of County Commissioners

Deron Geouque- County Manager

John Welch- Chairman

AGENDA ITEM 5:

WATAUGA COMPASSIONATE COMMUNITY INITIATIVE REPORT

MANAGER'S COMMENTS:

Ms. Denise Presnell and Ms. Candis Walker will update the Board on the Watauga Compassionate Community Initiative (WCCI) conference scheduled for May 4, 2019.

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



WCCI CONFERENCE 2019

State of the Child, State of the Community Event

“WHAT’S STRONG IN YOU?”

Saturday, May 4th, 2019

Watauga High School

8 am - 4 pm

Classes for target audiences of

- Community
- Service providers
- Educators

In areas of:

- Trauma Prevention
- Trauma Treatment
- Promoting Health
- Promoting Resilience
- Creating Safe, Nurturing Spaces
- Creating Safe, Nurturing Relationships

**SAVE
THE DATE!**



Mission:

The mission of the collaborative is to promote health and resiliency in our community and to effectively prevent, recognize and treat trauma by creating safe, stable, nurturing environments and relationships.

The committee meets monthly to carry out the mission statement through the work of subcommittees listed on the next/reverse page.

Future Meeting Dates for 2018-2019 year:

WCCI meetings are second Thursdays, 8-10 am, in the Department of Social Service Conference Room, 132 Poplar Grove Connector, Boone, NC 28607. The conference room is upstairs.

NO MEETINGS JUNE OR JULY

August 9th

September 13th

October 11th

November 8th

December 13th

January 10

Feb. 14

March 14

April 11

May 9

In the event of bad weather, please check your email prior to attending.

SUBCOMMITTEES

AWARENESS

Chair: Graham Aitken

Purposes: Community education and training, and publicity/raising awareness through media, individuals, business, service groups, etc.

DATA

Co-Chairs: Kellie Reed Ashcraft and Adam Hege

Purposes: Use data to inform solutions to adequately address issues, collect data to determine how people in the community think and feel about child maltreatment, relationships between agencies, etc.

EVENTS

Co-Chairs: Marisa Cornell, Denise Presnell, Candis Walker

FUNDING

Chair: Emily Greer

Purpose: Bring in money for trainings, publicity, futures events, etc. through fundraisers, grants, and other sources

PREVENTION

Chair: Stephanie Thomas

Purposes: Expand treatment options, implement evidence-based programs for children, caregivers and adults, promote positive community norms for parenting behaviors, promote community norm that we all share responsibility for well-being of children

POLICY

Chair: Jennifer Warren

Purpose: To identify and assess which policies may positively impact the lives of children and families; also to make suggestions and./or recommendations about policy change.

Questions? Email presnell@wataugaschools.org

AGENDA ITEM 6:**HIGH COUNTRY FOOD HUB UPDATE****MANAGER'S COMMENTS:**

Ms. Courtney Baines, Executive Director, and Jim Hamilton, Cooperative Extension Services Director, will update the Board on the food hub, proposed plans for offering CBD skin products, and discussion of the economic impact of agricultural in our county.

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

Blue Ridge Women in Agriculture's Update to the Watauga County Commissioners about the High Country Food Hub

1) High Country Food Hub update

- New freezer & root crop storage area installed

	length	width	sq ft
Freezer #1	17	11	187
Freezer #2	15	9	135
Freezer #3	14	17	238
Cooler	6.5	7	45.5
Dry storage	10	2	20
		Total	625.5

- Total online market sales for 2019: \$23,000
- Total online market sales for 2018: \$103,130
- New customers in 2019: 74
- New customers in 2018: 236
- Boone Area Chamber of Commerce "Start Up Business of the Year"

2) Proposed plans for offering CBD skin products through online market with an opportunity to ask questions and to understand if county council review is needed.

- The addition of Hemp production in the most recent Farm Bill has generated a lot of interest and discussion statewide and here in Watauga County
- Richard Boylan is the Watauga County Extension primary contact/resource for hemp production issues/questions
- Over 200 farmers/landowners participated in info session in Ashe County in Feb. There is potential (emphasis on 'potential') for hemp/CBD production to be a new economic driver for agriculture in our county and 'high country' region. There is one confirmed applicant for a hemp license in the county with certainly more to follow in 2019

Blue Ridge Women in Agriculture

CULTIVATING CONNECTIONS TO LOCAL FOOD

High Country Food Hub

\$103,128.70 Small Business Sales Generated

400+ Sq. ft. Cooler, Freezer, & Shelf Storage Space

20 Fork **18** Spoon

775 Unique items produced within **100** miles

252 Poplar Grove Rd. Boone, NC

342 Customers Served

72 Producers Supported

"We love the Food Hub. It allows us to purchase fresh, local produce, local meats, and milk all year round, and it's super-convenient! They have the orders ready to go on pick-up day, so it's actually faster than going to the grocery store. And I like knowing where our food is coming from as well as keeping our food dollars here in the community, supporting local farmers."
- Jimmy Davidson

"Without the Hub, we probably wouldn't farm. Seriously, the Food Hub is essential because it connects us to a community of buyers who share our values and buy our food. The value of access to freezers; use of the digital marketing and sales platform supported by a knowledgeable team of experts are all benefits to a new farmer that just can't be overstated."
- Sarah Beth Hopton

SPECIAL THANKS TO OUR 2018 PARTNERS:

ARC APPALACHIAN REGIONAL COMMISSION, WATAUGA ECONOMIC DEVELOPMENT, Department of Sustainable Development, FARM CREDIT CAROLINA, COOPERATIVE EXTENSION NC STATE

Shop Thursday - Monday HighCountryFoodHub.org

- Extension has been communicating with program leaders in Raleigh, research specialists at the Hort Research Center in Mills River, NCDA, producers & processors, and with county sheriff's department to ensure protocols are followed with this new crop
- Information provided by Joe Reardon, Assistant Agricultural Commissioner, NCDA: *Since the Farm Bill descheduled hemp (and thereby CBD), CBD is no longer a scheduled/controlled substance anymore. The legal framework of considering it controlled substance is gone. However, what does FDA allow is the remaining question. FDA clearly says that CBD is a 'drug'. As such, it is a prohibited act to infuse CBD in consumable food. Also, for non-food products, labeling/product cannot make health claims. NCDA is therefore not concerned with tinctures and not concerned with salves, lotions, and topicals. Only thing concerned about: can't be ingredient in nutritional supplement, can't be in food, can't have health claims. Rest of this is open until Federal partners come back and say it's a problem. NCDA will be first state to craft legislation/regulations/guidelines regarding its use in products.*" He added for us to please contact him/NCDA with any additional questions.
- At least one producer, with more sure to follow, is interested in selling hemp/CBD products at the High Country Food Hub. Food Hub is working with Extension to ensure that any products will follow FDA/legal guidelines

3) Optional: Discuss production potential in the county for economic/agricultural growth.

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AGENDA ITEM 7:**MIDDLE FORK GREENWAY NAMING OPPORTUNITIES****MANAGER'S COMMENTS:**

The Blue Ridge Conservancy is requesting authority to name different aspects of the Middle Fork Greenway in order to raise funds for the project. Most of the land associated with the Middle Fork Greenway will be owned by the County. The County currently has in place a Facility, Property, and Space Naming Policy. The policy does have a provision for the Board to waive or modify any requirement of this policy as it deems appropriate on a case-by-case basis.

Based on feedback from the previous board meeting, a memorandum of agreement has been prepared requesting the waiving of the County's current naming policy and adopting the MOU.

Board action is required to grant the waiving of the current naming policy and adopting the MOU.

DRAFT

MEMORANDUM OF AGREEMENT

Middle Fork Greenway Naming Opportunities

WHEREAS, Blue Ridge Conservancy and Watauga County are joint venturers in development of the Middle Fork Greenway, and

WHEREAS, Blue Ridge Conservancy is continually engaged in fundraising from private entities and individuals to aid in Greenway construction, and

WHEREAS, Naming opportunities can be an effective fundraising method, and

WHEREAS, Watauga County owns, or will own, the greenway in fee simple or easement, and

WHEREAS, Watauga County has adopted a Facility, Property, And Space Naming Policy, and

WHEREAS, said policy was not written with fundraising as the primary concern, and

WHEREAS, Article V, Section K. of said policy allows the County Commissioners to “waive or modify any requirement of this policy as it deems appropriate on a case-by-case basis”.

NOW, THEREFORE, it is agreed that the County Commissioners waive the aforementioned policy as applicable to fundraising for the Middle Fork Greenway by Blue Ridge Conservancy, provided that if an entity or individual for whom the Greenway or any component thereof is named is convicted of illegal activity or otherwise engages in conduct that, in the sole discretion of the County, is injurious to the reputation of the County, the name may be removed, and any gift made in connection with the naming will be retained by the County, and

FURTHER, Blue Ridge Conservancy, in consultation with the County, reserves the right to refuse any donation offered for a naming opportunity for the reasons enumerated in the previous paragraph.

AGREED, this ___ day of _____, 2019.

Watauga County

Blue Ridge Conservancy



Naming Opportunities

Trailhead Boulders: (Multi-year pledge donations can be discussed)

\$500,000 and above	Front Runners
\$250,000 to \$499,999	Trail Runners
\$100,000 to \$249,999	Trail Blazers
\$25,000 to \$99,999	Pathfinders

Limited Project Element Opportunities:

\$5,000,000	Legacy Naming of Greenway
\$1,000,000	Park Naming Rights
\$100,000	Shelters (limited quantities)
\$10,000	Bench Sponsorship (limited quantities)
\$5,000	Tree sign in Picnic Park (limited quantities)
\$100	One foot of trail (certificate of virtual ownership)

Donation Level	Publicity Options
\$10,000	Listed on website, e-newsletter, posted on all social media outlets
\$50,000	\$10K options + 1/4 page donor profile in printed Annual Newsletter
\$100,000 +	\$10K options + 1/2 page donor profile in printed Annual Newsletter and Press Release to all local newspaper outlets

All campaign donors: Recognition on the Middle Fork Greenway website will be provided unless anonymity is requested.

WATAUGA COUNTY FACILITY, PROPERTY, AND SPACE NAMING POLICY

I. PURPOSE

The purpose of this policy is to establish a process for the naming or dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities owned by the County.

II. AUTHORIZATION

The Board of County Commissioners shall name, rename, and dedicate all public buildings, structures, memorials, areas, and facilities. County staff may name initial construction projects to identify the site and location for delivery of materials, services, and inspections.

III. OBJECTIVES

The following objectives have been established for naming or dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities:

- A. Provide appropriate name identification for public buildings, structures, memorials, areas, and facilities in the County.
- B. Provide citizen input into the process of naming, renaming and dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities in the County.
- C. Ensure control for the naming, renaming and dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities in the County.

IV. QUALIFYING NAMES

- A. Public buildings, structures, memorials, plaques, markers, areas, and facilities shall be named in a manner that will provide an easy and recognizable reference and individual identity of the area or facility for the citizens of the County. Potential options include:
 - 1. The geographic location of the facility.
 - 2. A geologic, historical, botanical, horticultural, or scientific feature inherent to the area.
 - 3. An outstanding feature of the facility.
 - 4. The adjoining subdivision, school, or street.
 - 5. Commonly recognized historical event, group or individual.
 - 6. An individual, donor or group who contributed significantly to the acquisition or development of the individual facility.
 - 7. An individual or group who demonstrated exceptional service(s) or outstanding achievement(s) in the interest of the community as a whole.
 - 8. A resident of the County with sound moral and social character and whose life was exemplary and worthy of recognition.
- B. Public buildings, structures, memorials, plaques, markers, areas, and facilities may be named, renamed or dedicated for an individual only after that individual has been deceased for at least one (1) year. A person currently holding a local elected office or serving on a County advisory board may not be considered for the naming, renaming, or dedication of public buildings, structures, memorials, areas, and facilities.

V. PROCESS OF CONSIDERATION

Naming, renaming, and dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities proposals shall originate in the following manner: An individual or an organization may file an application recommending the naming or dedication of public buildings, structures, memorials, plaques, markers, areas, and facilities. The format is shown in the Watauga County Public Facility, Property, and Space Naming Application. County buildings, structures, memorials, plaques, markers, areas, and facilities to be named must not currently be named.

A. Making an Application:

1. All applications must be submitted on the form entitled "Watauga County Public Facility, Property, and Space Naming Application," which may be obtained on the County website (www.wataugacounty.org) or in person at the Watauga County Manager's Office located at 814 West King Street, Boone, NC 28607.
2. The application must be supported by official documentation including but not limited to:
 - i. Naming for an individual:
 - a. Current resume, if living; source-identified, dated copy of obituary, if deceased (the resume may cover b-d below).
 - b. List of volunteer/service activities, including dates of involvement and offices held.
 - c. List of professional accomplishments.
 - d. List of honors/awards, both volunteer and professional, including dates awarded.
 - e. Narrative as to why the individual should be honored with the naming, renaming or dedication of a County building, structure, memorial, or area.
 - f. Information regarding any significant donations, gifts, financial support or contributions made by the individual to the County.
 - ii. Naming for an organization:
 - a. A copy of the Charter of the organization, including mission statement.
 - b. A copy of the Minutes of the meeting or authentic copy of the proclamation made that substantiates the organization's desire to seek a naming, renaming or dedication of public building, structure, memorial, area, or facility opportunity.
 - c. List of service to community, both volunteer and monetary, including dates of involvement and results.
 - d. Authentic copies of recognitions awarded by a national organization of which the local organization is an affiliate.
 - e. List of other honors/awards earned by organization.
 - f. Narrative as to why the organization should be honored with the naming, renaming or dedication of public building, structure, memorial, area, or facility.
 - g. Information regarding any significant donations, gifts, financial support or contributions made by the organization to the County.

The burden of supporting the application rests with the individual or group submitting the application.

- B. The Watauga County Public Facility, Property, and Space Naming Application shall be submitted with all required supporting documentation to the Watauga County Manager, 814 West King Street, Boone, NC 28607.
- C. During a 15 business day period following the filing of an application, the County Manager will verify the documentation presented with the application.
- D. At the end of the verification period, the County Manager will place the application on the agenda of a regularly scheduled meeting of the Board of Commissioners for its consideration.
- E. The Board of County Commissioners will review and consider the application. After review and consideration of the application, the Board will schedule a public hearing to seek comments and input on the application from County citizens.
- F. Once the public hearing has been completed, the Board will vote in favor or against the application. Upon a unanimous vote of the Board, the naming, or dedication of the public building, structure, memorial, plaque, marker, area, or facility will be initiated.
- G. The renaming of a public building, structure, memorial, area, or facility is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributions.
 - 1. Public buildings, structures, memorials, plaques, markers, areas, and facilities named after individuals should not be changed unless it is found that the individual's personal character is or was such that the continued use of his/her name would not be in the best interest of the community.
 - 2. In order for a public building, structure, memorial, plaques, markers, area, and facility to be considered for renaming, the recommended name must qualify according to this Policy.
- H. Public buildings, structures, memorials, plaques, markers, areas, or facilities donated to the County can be named by deed restrictions by the donor. The naming and acceptance is subject to approval by the Board of Commissioners.
- I. In lieu of naming a facility; plaques, markers, and memorials may be considered and are subject to the requirements and standards as set forth in this policy. The Board of Commissioners shall determine the style, size, and placement on a case-by-case basis. In general, the plaque, sign, or marker shall blend or compliment the facility or area. Any plaque, sign, or marker approved by the Board must meet all County and Town regulations when applicable.
- J. The County will make every effort to preserve any dedication plaque or other dedicated object such as a tree, bench, etc. If necessary, due to repair of surrounding areas, construction or redesign of an area or facility, the plaque or dedication object may be relocated. If the plaque or other dedication object cannot continue to be maintained or after a reasonable period of time, it may be removed by the County.
- K. The County Commissioners may waive or modify any requirement of this policy as it deems appropriate on a case-by-case basis.

VI. APPLICABILITY

This policy governs only those applications made to request Watauga County buildings, structures, memorials, plaques, markers, areas, facilities and spaces naming or renaming opportunities.

VII. LIMITATIONS

- A. Although the Board of County Commissioners should be sensitive to the need for continuity in designating Naming Opportunities and to the recognition given to generous donors throughout its history, it cannot guarantee the continued designation of a Naming Opportunity.
- B. Designation of a Naming Opportunity will only apply to that particular County building, structure, memorial, plaque, marker, area, or facility and the name cannot be transferred to another County building, structure, memorial, plaque, marker, area, or facility without being proposed using the formal process outlined in the Policy.
- C. The use and ownership of any County facility, property, or space may change; consequently, the designation of a Naming Opportunity is not a guarantee that the use or ownership of the County building, structure, memorial, plaques, marker, area, or facility will remain the same in perpetuity.
- D. The naming of any County building, structure, memorial, plaques, marker, area, or facility by the Board of County Commissioners shall not create a property interest in the Naming Opportunity.

VIII. RESPONSIBILITY

- A. The County Manager is responsible for monitoring and ensuring regular review of this Policy.
- B. All costs associated with the publication of the notice shall be paid by the applicant. If the designation is approved by the County Commissioners, all costs associated with the signage and installation shall be the responsibility of the applicant.
- C. Any individual, family, group or organization sponsoring a dedication or memorial must provide sufficient funds to purchase, install and maintain any plaque or other form of label associated with the recognition.
- D. The County will make every effort to preserve any dedication plaque or other dedicated object such as a tree, bench, etc.
- E. If the dedication includes the gift of a tree or other plant, the County will provide its regular standard of landscape care for the planting. If the planting does not survive, the County is not obligated to provide a replacement.
- F. The County Commissioners may waive or modify any requirement of this policy as it deems appropriate on a case-by-case basis.

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AGENDA ITEM 8:**PARKS AND RECREATION OUT-OF-STATE TRAVEL REQUEST****MANAGER'S COMMENTS:**

Mr. Stephen Poulos, Parks and Recreation Director, will request the Board approve out-of-state travel for Keron Poteat, Recreation Specialist II, to take seniors to the Barter Theater in Abingdon, VA. Mr. Poulos will request permission after the fact due to his omission in submitting earlier.

Board approval is required.

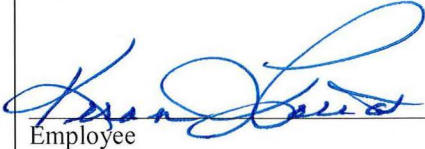

Watauga County Travel Authorization and Travel Advance Request

	Budget Account Number	
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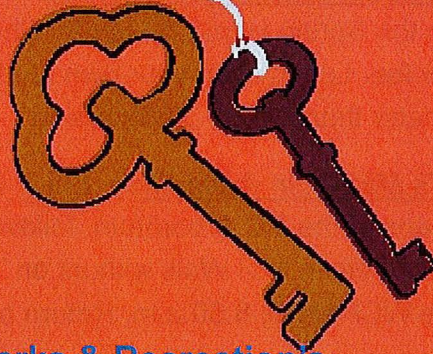
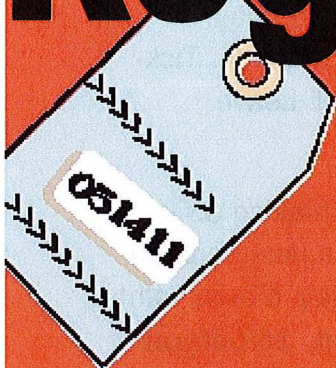
Name: Keron Poteat	Title: Recreation Specialist II	Department: WCPR
Destination: Abingdon, VA	Meeting Dates: April 11, 2019	
Is this out of state travel? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, Board of County Commissioners approval is required and must be signed by the County Manager.	Departure Date April 11, 2019	Return Date: April 11, 2019
	Time 10 a.m.	Time 5 p.m.
	Purpose of Trip: HCSG Trip to Barter Theater "Madame Buttermilk"	
Overnight Accommodations Required? <input type="checkbox"/> No Rate per night/person \$		
Name of Hotel/Motel _____		Government Discount <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Method of Transportation:		
Cost \$ _____	<input type="checkbox"/> County Vehicle	<input type="checkbox"/> Personal Vehicle <input type="checkbox"/> Air
<input type="checkbox"/> Other _____	Explanation _____	

Estimated Expenses		Totals
* REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee		\$
MEALS:	Breakfast	
	Lunch	
	Dinner	
* LODGING:	Single Rate	
* Other		
Total		

* Receipts Required for Reimbursement

Remarks: See flyer		
Are funds requested in advance: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount \$ _____ Form is Mathematically Correct: <input type="checkbox"/> Yes <input type="checkbox"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.  _____ Employee	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.  _____ Department Head or County Manager County Manager (Out of State Travel) Date <u>2/19/19</u>
Finance Staff	Date February 19, 2019	

Register Now!



Watauga County Parks & Recreation's

ROAD TRIPPIN'

Sponsored in part by the High County Senior Games

Space is limited

Southern Home & Garden Show

Charlotte, NC

Leave @ 8:30 a.m.

Friday, February 22nd

\$15 (inc. ticket, lunch on own)

NC Arboretum & WNC Farmers Mkt

Asheville, NC

Leave @ 8:30 a.m.

Thursday, March 14th

\$5 (lunch on your own)

"Madame Buttermilk" at Barter

Abingdon, VA

Leave @ 10 a.m.

Thursday, April 11th

\$36 (inc. ticket, lunch on own)

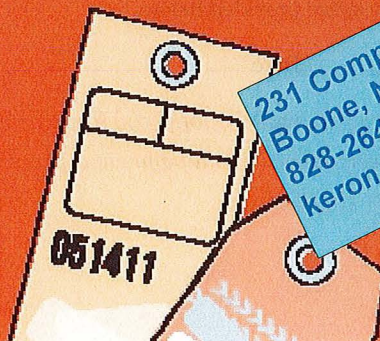
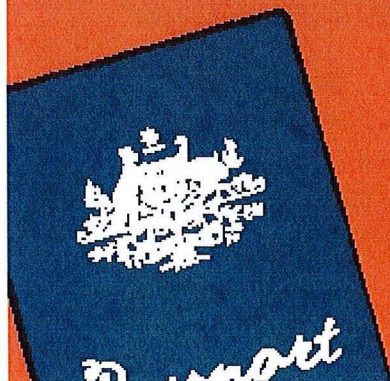
Hickory Crawdads Baseball

Hickory, NC

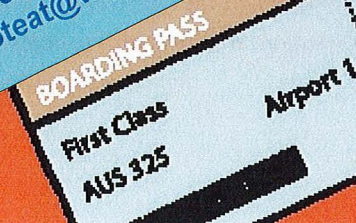
Leave @ 9 a.m.

Monday, May 13th

\$8 (inc. ticket & lunch)



231 Complex Drive
Boone, NC 28607
828-264-9511
keron.poteat@watgov.org



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AGENDA ITEM 9:**BOARD OF EQUALIZATION AND REVIEW SCHEDULE****MANAGER'S COMMENTS:**

Mr. Larry Warren, Tax Administrator, will discuss the scheduling of the FY 2019 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 Wednesday April 17th at 4:00 PM in the County Commissioners Conference room. Adjournment of the Board is scheduled for Thursday April 25, 2019 at 5:00 PM in the County Commissioners Conference Room. A schedule of the meeting dates will be provided at the Board meeting on April 2, 2019.

Staff will request the Board approve the schedule for FY 2019 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.

Board 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
FROM: Larry D. Warren
SUBJECT: 2019 Board of Equalization and Review
DATE: FEBRUARY 25, 2018

I'd like to address the County Commissioners at the March 5th meeting to discuss dates and times for the 2019 Board of E&R. My recommendation is:

Convene on Wednesday April 17, 2019 at 4:00 pm.
Adjourn for the taking of applications on Thursday April 25, 2019 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 2019 Board of E&R is the official time for taking of applications for hearing of the property tax appeals. Compensation for the 2019 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 2019.

AGENDA ITEM 10:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Proposed Agreement for Storage of Bodies with Watauga Medical Center, Inc.*****MANAGER'S COMMENTS:**

Due to recent changes regarding the storage of dead bodies, the County has been working with the Health Department and Watauga Medical Center for a suitable location. The Medical Center has graciously agreed to serve as the facility. Enclosed is a copy of the agreement between the County and the Medical Center to serve as the facility for the storage of bodies. A future budget request will be forthcoming to outfit the space with coolers to house the bodies and other potential ancillary equipment.

Board action is required to approve the agreement with the Watauga Medical Center to serve as the location for the storage of bodies in the County.

AGREEMENT FOR THE STORAGE OF BODIES

This Agreement for the Storage of Bodies (“Agreement”) is made and entered into this the 1st day of December, 2018 (“Effective Date”) by and between **WATAUGA MEDICAL CENTER, INC.**, a North Carolina nonprofit corporation (“Hospital”) and **WATAUGA COUNTY**, a body corporate and politic and a subdivision of the State of North Carolina (“County”);

RECITALS:

WHEREAS, pursuant to N.C.G.S. § 130A-381, the County is required provide or contract for an appropriate facility for the examination and storage of bodies under Medical Examiner’s jurisdiction;

WHEREAS, pursuant to N.C.G.S. § 130A-415, under certain circumstances, the County is responsible for the final disposition of abandoned or unclaimed bodies;

WHEREAS, the County does not possess the facilities necessary for the examination and storage of bodies; and

WHEREAS, the Hospital is willing to allow the County to use its facilities for the examination and storage of bodies;

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

- I. Term. The term of this Agreement shall commence on Effective Date for an initial term of three (3) years and automatically renew thereafter for successive one (1) year renewal terms, unless sooner terminated as hereinafter provided.
- II. Termination.
 - a. Voluntary. Each party to this Agreement shall have the right to terminate this Agreement at any time during the term, without cause or penalty, by giving the other party at least ninety (90) days’ prior written notice of its intent to terminate.
 - b. Involuntary. Each party to this Agreement shall have the right, for any reason, with cause, to terminate this Agreement by giving the other party at least thirty (30) days’ prior written notice, of its intent to terminate. The notice of termination will not be effective if the breaching party cures the breach to the reasonable satisfaction of the other party within the thirty (30) day notice period.
- III. Duties of Hospital.

- a. Storage and Exam Facilities. Hospital shall provide facilities for the housing of the County's Body Storage Cooler ("Cooler") and adequate space for the examination of bodies by the County's Medical Examiner ("ME"). The Hospital shall be responsible for the utility costs to run the Cooler.
- b. Maintenance of Cooler. Hospital shall be responsible for repair of cooler. Hospital will bill County for any and all repair costs related to keeping cooler in good working order.
- c. Reimbursement for ME Cases. For all services allowed under this Agreement in regard to ME cases, Hospital shall seek payment directly from the North Carolina Department of Health and Human Services ("NCDHHS") pursuant to 10 NCAC 44.0204 and shall not be entitled to any payment or reimbursement from County for same. Hospital shall be responsible for all administrative costs, including but not limited to generating, handling, and processing all paperwork, documents, and records necessary to receive reimbursement from NCDHHS.
- d. Reimbursement for Non-ME Cases. For all services allowed under this Agreement in regard to Non-ME cases, the County shall pay the Hospital \$40.00 per day, per body.
- e. Equipment/Supplies. At the Hospital's sole cost and expense, it shall provide all disposable medical supplies (e.g., gowns, gloves, masks, etc.) reasonably necessary for the ME's examination of the bodies.

IV. Duties of County.

- a. Maintenance of Cooler. The County shall be solely responsible for the purchase, maintenance, and cost of repair of the Cooler and shall keep it, at all times, in good working order. Should the Cooler experience a mechanical failure that cannot be repaired within a reasonable amount of time, the County shall immediately make arrangements for the transportation of any bodies stored therein to another facility. The County agrees that it will not exceed the manufacturer's recommendation regarding the number of bodies that can be stored in the Cooler at any time.
- b. Documentation. The County shall be responsible for proper logging of bodies in and out of the Cooler.
- c. Transportation. All cost associated with the transportation of the bodies to and from the Cooler shall be borne by the County.
- d. Specialized Equipment/Supplies. County shall be responsible for providing, supplying, and repairing, at County's sole cost and expense, all specifically needed or specialized medical and non-medical equipment, tools, supplies, and furniture.

- e. Removal of Cooler. After the termination of the Agreement, the County shall remove the Cooler, at its sole cost and expense, within thirty (30) days. If the County fails to remove the Cooler within thirty (30) days after termination of this Agreement for whatever reason, it shall become the property of the Hospital. The County shall be responsible for any damage to Hospital's property resulting from the removal of the Cooler.

- V. Notice. Any notice required or allowed to be given hereunder may be delivered personally or shall be deemed to have been given upon deposit in the United States mail, Certified, with Return Receipt Requested, and addressed to the party to this Agreement to whom notice is given. Such notice shall be addressed or delivered to the respective Parties at the following addresses:

If to County: Watauga County
 Attn: County Manager
 814 W. King St., Suite 205
 Boone, NC 28607

If to Hospital: Watauga Medical Center, Inc.
 Attn: President & CEO
 336 Deerfield Road, P.O. Box 2600
 Boone, NC 28607

or to such other person and address as either party may designate in writing.

- VI. Indemnity. To the extent permitted by North Carolina law, County shall indemnify and hold Hospital harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Hospital attributable to a default under this Agreement, or the gross negligence or willful misconduct of County or its employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons. Hospital and County agree nothing in this Agreement constitutes a waiver of County's sovereign immunity and that the obligations of County in this section are limited to the extent and manner of recovery provided for in the North Carolina State Tort Claims Act, NCGS § 143-291, et seq. Hospital shall defend, indemnify and hold County harmless from and against any and all actions, costs, claims, losses, expenses or damages which are sustained by County attributable to a default under this Agreement or the gross negligence or willful misconduct of Hospital or any of its agents or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

VII. Miscellaneous.

- a. Record Keeping. The Hospital and the County shall provide each other with all documents, reports, and other records as are necessary to assure that each

party shall have adequate information to carry out all of the provisions of this Agreement.

- b. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of the Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
- c. Assignment. This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party.
- d. Non-Waiver. The failure by either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time, nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.
- e. Governing Law And Venue. This Agreement is made and entered into in the State of North Carolina and shall be governed and construed in accordance with the laws of North Carolina. The venue for any litigation between the Parties arising out of or resulting from this Agreement is Watauga County, North Carolina. The Parties irrevocably submit themselves to the jurisdiction of the General Court of Justice in Watauga County, North Carolina, and waive any right that they have or may have to any other jurisdiction.
- f. Amendment. This Agreement may be amended at any time by a written Agreement signed by the Parties.
- g. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and contains all of the agreements between the Parties with respect to the subject matter hereof and supersedes any and all other agreements either oral or in writing between the Parties with respect to the subject matter hereof.
- h. Authorization For Agreement; Binding Agreement. The execution and performance of this Agreement by the Parties have been duly authorized by all necessary resolutions, corporate action and laws, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms. This Agreement shall be binding upon the successors or assigns of the Parties.
- i. Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

- j. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- k. Force Majeure. The Parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay, or failure to perform in whole or in part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, hurricanes, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw materials or requirements or regulations of the United States government or any other civil or military authority.
- l. Third-Party Rights. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.

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

WATAUGA COUNTY

WATAUGA MEDICAL CENTER, INC.

By: _____
Deron Geouque
Watauga County Manager

By: _____
Chuck Mantoath
President & CEO

ATTEST:

ATTEST:

By: _____
Clerk to the Board

By: _____
Secretary of Hospital

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

AGENDA ITEM 10:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Watauga Solar Lease Amendment*****MANAGER'S COMMENTS:**

At the Annual Budget Retreat in February, the Board directed staff to include the Watauga Solar lease on a future agenda for Board approval. As discussed, Watauga Solar wants to secure as long a term lease if possible. NCGS does allow for an exception regarding the treatment of a property that is to be leased for more than ten (10) years if that property is to be leased for a solar project. Solar projects can be for a twenty-five (25) year term. The County Attorney has reviewed the contract.

Staff requests direction from the Board.

**AMENDED AND RESTATED
LEASE AGREEMENT**

THIS AMENDED AND RESTATED LEASE AGREEMENT (“Agreement”), is made and entered into as of this __ day of _____, 20__ by and between Watauga County, North Carolina, hereinafter referred to as the “Landlord”, and Watauga Solar, LLC, hereafter referred to as "Tenant”.

W I T N E S S E T H:

WHEREAS, the Landlord is the owner of certain real estate located off Landfill Road in Boone, North Carolina (the “Property”); and

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement dated as of _____ (the “Original Agreement”), pursuant to which the Landlord’s granted to Tenant the right to lease a portion of the Landlord’s Property, substantially depicted and/or described in Exhibit B (such portion referred to herein as the “Premises”).

NOW THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby covenant and agree as follows:

The Original Agreement is hereby amended and restated in its entirety as follows:

DEVELOPMENT PERIOD

1. The Landlord hereby grants to Tenant the right to lease from the Landlord any portion of the Property, and access thereto, owned by the Landlord, located at the Property as shown in Exhibit 1, to develop the site for electricity generation (the “Lease”).
2. Tenant shall make payment of One Hundred Dollars (\$100.00) per month for the first three years of this Agreement, which shall represent the development period of the Agreement (“Development Period”).
3. During the Development Period Landlord shall permit Tenant and its authorized agents and representatives to enter upon the Property at reasonable times during normal business hours to inspect the Property and perform surveys. Tenant shall notify Landlord of its intention, or the intention of its agents or representatives, to enter the Property at least twenty-four (24) hours prior to such intended entry. Tenant shall bear the cost of all inspections.
4. Upon Construction Commencement, the Development Period shall end and Tenant shall commence payment of Rent (both Rent and Construction Commencement defined in Section 13 of the Amended Terms and Conditions).

AMENDED TERMS AND CONDITIONS

1. **Lease.** The Lessor hereby leases the Premises to the Tenant pursuant to the terms and conditions of this Lease Agreement.
2. **Permitted Use.** The Tenant may use the Premises to install, operate, maintain, improve and replace the Project for purposes of generating and delivering electricity to the local utility.
3. **Access to the Premises from the road to the Property.** Landlord agrees at all times to allow Tenant access to the Property to install, operate, maintain, improve and replace the Project on the Premises. Landlord shall also provide Tenant with adequate space on the Property during the construction of the Project for the Tenant's construction of the Project including reasonable staging and laydown areas. The Tenant shall comply with all laws, rules and regulations relating to Tenant's use of the Property and the Premises in connection with the construction and operation of the Project.

Landlord further hereby grants to Tenant, and shall execute such additional instruments as may be necessary or appropriate to fully vest in Tenant, the following easements and related rights:

(a) An easement over the Property for ingress and egress for the purpose of siting, development, enhancement, relocation, installation, construction, operation, inspection, maintenance, replacement, repair, improvements and removal of the Project, including without limitation the right to construct such temporary access roads as may be necessary or appropriate for such purposes.

(b) An easement and right to capture, use and convert the unobstructed solar resources over and across the Property and any adjacent property owned by Landlord and to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down and remove all trees, brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project or Tenant's operations, as determined by Tenant.

(c) An easement over the Property to allow the Project to interconnect to the electrical grid.

4. **Construction of the Project.** The installation and construction of the Project shall be performed in a good and workmanlike manner.
5. **Interconnection.** Tenant shall be responsible for the interconnection of the Project and Landlord shall cooperate with Tenant, any applicable utility and municipal and regulatory authorities in Tenant's pursuit of all permits, approvals and other authorizations that may be required in order to effect the interconnection of the Project. The date at which the Project is energized and permitted to operate by the utility shall be the date of commissioning (the "Commissioning Date").
6. **Approvals and Permits.** Tenant shall obtain all necessary approvals and permits required for the installation, construction and operation of the Project, and pay all permit fees required in connection with its activities under this Lease. The Landlord shall cooperate with Tenant in obtaining all such approvals and

permits and necessary transfer Project permits to Tenant for purposes of operating the Project. To the extent that any permit must be obtained by Landlord, the Landlord agrees that it will grant all material decision-making rights with respect to such permit to Tenant.

7. Exposure to Sunlight. The Landlord covenants that it will use its best efforts to not allow vegetation on its property to grow in a manner or initiate or conduct any activities that could reasonably diminish the exposure of the Panels to sunlight during daylight hours, while this Lease Agreement remains in effect. Landlord hereby grants to Tenant an exclusive easement to use, convert, maintain and capture the free and unobstructed flow of solar insolation (sunlight) over and across the Property. Without limiting the foregoing, Landlord shall not: (a) construct or permit to be constructed any structure; or (b) plant or allow to be planted any trees or other vegetation in each case, on the Property or the real property adjacent to the Property that is owned by Landlord, that is reasonably expected to decrease the output or efficiency of the Project or adversely affect insolation levels on the Premises.

8. Use of Subcontractors. The Tenant shall be permitted to license subcontractors or agents to perform any of its obligations under this Lease Agreement.

9. Landlord not to Interfere with the Project. The Landlord and any representatives thereof shall not tamper with or undertake any maintenance or alterations to the Premises or the Project without the express written permission of the Tenant. The Landlord shall take reasonable measures necessary to ensure that the operation of the Property does not unreasonably impede, interrupt or prevent the generation and supply of electricity by the Project or damage or otherwise adversely impact the installation, operation and maintenance of the Project or the Tenant's performance under this Lease Agreement.

10. Cooperation in Securing Rebates, Tax Credits and other Economic Benefits. The Landlord will cooperate with Tenant in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates or emissions or rebates, tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become available to the Tenant in connection with the Project. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.

11. Taxes and Utility Expenses.

(a) Tenant shall pay on or before when all taxes are assessed against the Tenant on account of the Tenant's personal property, equipment, or otherwise assessed against the Project, and Tenant's use and occupancy of the Premises under this Lease. Tenant shall, during the Term, pay and discharge on or before when due, all Utility expenses.

(b) The Landlord shall pay on or before when due all taxes, if any, including real estate taxes assessed on the Property and land underlying the Premises.

(c) All taxes shall be paid to the government entity assessing such taxes. All Utility expenses related directly to the Project shall be paid by the Tenant directly to the Utility unless the parties agree otherwise.

12. Term. This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate twenty five (25) years from the Commissioning Date, unless terminated earlier in accordance with the terms and conditions of this Lease Agreement (the "Term"). At the option of the Tenant, the Term may be extended by four (4) additional five (5) year terms.

13. Rent. Tenant shall pay the Landlord rent in the amount of ONE THOUSAND DOLLARS (\$1,000.00) per acre, per year ("Rent"), which shall become due and payable within fifteen (15) days of the start of construction on the Project ("Construction Commencement"), and every anniversary of the Commissioning Date thereafter for the duration of this Lease Agreement. Rent paid on the first anniversary of the Commissioning Date shall include an additional reconciliation payment for the construction period, which shall be calculated as the time from Construction Commencement to the Commissioning date.

Final acreage to be utilized for Rent calculation shall be determined based on the actual footprint of the Project, as further defined in Section 14. Any difference between the initial year's Rent and subsequent Rent calculations based on final design, shall be reconciled on the first anniversary of the Commissioning Date.

14. Premises Leased. Within 15 days of Construction Commencement, Tenant shall provide a final site plan to Landlord, which shall exist wholly within the Property, and which both Parties hereby agree shall be included as Exhibit B, without requiring any further approval of Landlord.

15. Property Taxes. Landlord hereby agrees to waive any and all real property taxes, which would otherwise be levied against the Project by Landlord or any of its affiliates, for the life of the Project.

16. Ownership of the Project. The Project shall be and remain the personal property of the Tenant and shall not be or become fixtures, notwithstanding the manner in which the Project is or may be affixed to the Premises. The Landlord shall not suffer or permit the Project to become subject to any lien, security interest or encumbrance of any kind, and the Landlord expressly disclaims and waives any rights it may have in the Project at any time and from time to time, at law or in equity. The Tenant shall maintain the Project in a good state of repair. The Tenant may grant a security interest in the Project and an assignment for purposes of security to its lender or lenders, and the Landlord shall provide any consent and/or waiver reasonably requested by any lender, consenting to such lender's rights in the Project.

17. Removal of the Project. Within six (6) months after the end of the Term or Term extension, or upon termination of this Lease Agreement, the Tenant, its successors or assigns shall sever, disconnect, and remove the Project and all of the Tenant's other property from the Premises and restore the Premises to as close to original condition as reasonably possible. The removal, repair and restoration shall be at the sole expense of the Tenant or its successors and assigns.

18. Title. Landlord represents and covenants that Landlord owns the Premises and the Property in fee simple, free and clear of all liens, encumbrances, and restrictions of every kind and nature, except for those that currently appear in the recorded chain of title and are reported as exceptions on the commitment for title insurance that Tenant may obtain. Landlord further represents and warrants that Landlord is not a party to any, and to Landlord's best knowledge, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature

whatsoever against Landlord (i) challenging the validity or propriety of this Lease Agreement, and/or transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

19. Quiet Enjoyment. The Landlord covenants and agrees that the Tenant, provided it remains in compliance with its obligations under this Lease Agreement, shall lawfully and quietly have the right to hold, occupy and enjoy the Premises for the Term of this Lease free from any claim of any entity or person of superior title thereto without hindrance to, interference with the Tenant's use and enjoyment thereof.

20. Environmental Matters. The Tenant shall not be liable for any past, present or future contamination or pollution or breach of environmental laws, if any, relating to the Premises or the Property, unless attributable to the Tenant's activities, its employees contractors or agents. Accordingly: (a) the Tenant shall not be responsible for any work relating to (i) the existence, use, transportation or treatment of Hazardous Materials, or (ii) the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment of Hazardous Materials, and (b) the Landlord agrees to assume full responsibility for (and protect, indemnify and defend the Tenant against, any liability for response costs for any contamination or pollution or breach of environmental laws related to the Premises and the Property, unless and to the extent attributable to the Tenant's activities. The Tenant may encounter Hazardous Materials when installing, servicing, expanding, modifying or maintaining the Project. In the event the Tenant encounters any Hazardous Material at the Premises, the Tenant shall promptly cease any work in progress in an orderly, safe and efficient manner and inform The Landlord of the nature and location of said Hazardous Materials. It shall then be The Landlord's responsibility to eliminate or contain such Hazardous Materials in a commercially reasonable manner in compliance with law to allow The Tenant to continue or finalize any work in progress.

21. Government Approvals. Landlord acknowledges that Tenant's ability to use the Property for the development of a Project is contingent upon obtaining all government and utility approvals. Landlord shall cooperate with Tenant in its effort to obtain such approvals. Should Tenant be unable to obtain all necessary approvals, or be unable to maintain such approvals due to changes in law, this agreement shall terminate at Tenant's option as outlined further in Section 22 below.

22. Right to Terminate. Prior to the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing prior written notice to the Landlord. On or after the commencement of commercial operations of the Project, the Tenant may terminate this Lease Agreement by providing at least six (6) months' prior written notice to the Landlord. After the Commissioning Date, Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days notice to Landlord, if:

- a. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Project and infrastructure on the Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Premises for its intended purpose;
- c. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Premises;
- d. Utilities necessary for Tenant's use of the Premises are no longer available to the Premises; or

- e. The Premises and/or Project are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Premises.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove the Project as provided herein. Should Tenant terminate in accordance with this Section 22, Tenant shall remove the system in accordance with Section 17 above.

23. Assignment. This Lease and any interest herein may be assigned by Tenant only with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such assignment by Tenant shall serve to release Watauga Solar, LLC from all rights and obligations under the terms and provisions of this Lease Agreement. With the written consent of the Tenant, this Lease Agreement may be assigned by the Landlord provided, however, that any such assignment will not relieve the Landlord of any of its obligations hereunder.

24. Liability for Injury and Damage. Tenant shall defend, indemnify and hold harmless the Landlord from any and all liability, loss, cost, damage or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by the Project and/or caused by any act, omission, or neglect of the Tenant or its subcontractors, agents, servants, employees, invitees, visitors or guests, including reasonable attorney's fees and other litigation expenses.

Landlord shall defend, indemnify and hold harmless the Tenant from any and all liability, loss, cost, damage or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by any act, omission, or neglect of the Landlord or its subcontractors, agents, servants, employees, invitees, visitors or guests, including reasonable attorney's fees and other litigation expenses.

Prior to commencing operations, Tenant shall obtain liability insurance naming the Landlord an additional insured for this purpose in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Tenant shall provide the Landlord with certificate(s) of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this Section 24.

25. Revocation. In the event of a material default in the terms of this Lease Agreement by either the Landlord or the Tenant, the other party may terminate this Lease Agreement. Events that shall constitute a default under this Lease Agreement shall include, but not be limited to, a party's failure to perform or comply with any material provision of this Lease Agreement; an unauthorized assignment, a party's insolvency or inability to pay debts as they mature, or an assignment for the benefit of creditors; or if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party.

No party shall be in default under this Lease Agreement unless and until it has been given written notice of a breach of this Lease Agreement by the other party and shall have failed to cure such breach within thirty (30) days after receipt of such notice. When a breach cannot reasonably be cured within such thirty (30) day period, the time for curing may be extended by agreement of the parties for such time as may be necessary to complete the cure, provided that the defaulting party shall have proceeded to cure such breach with due diligence.

26. Lender Protection. Tenant shall have the absolute right at any time and from time to time, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to: (i) assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument), or otherwise transfer all or any portion of its right, title or interest under this Lease to a Lender designated by Tenant, as security for the repayment of any indebtedness and/or the performance of any obligation owned by Tenant to such Lender; and (ii) mortgage its leasehold interest hereunder and/or collaterally assign its interest in this Lease and in any monies due under this Lease in connection with obtaining financing from a Lender for the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements, or otherwise encumber and grant security interests in all or any part of its interest in this Lease, the Premises, the Project, interconnection facilities or transmission facilities (holders of these various security interests are referred to as "Leasehold Mortgagees").

Following an event of default under any financing documents relating to the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements), any Lender or Leasehold Mortgagee may (but shall not be obligated to) assume, or cause their designees to assume, all of the interests, rights and obligations of Tenant thereafter arising under this Lease. Any Leasehold Mortgagee that has succeeded to Tenant's interests under this Lease in accordance with the provisions of this Section shall also have the right, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to assign or sublet the whole or any portion or portions of its interest in this Lease, the Premises, the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements) for the uses permitted under this Lease, to one (1) or more creditworthy persons or entities (each, an "Assignee"). Following any such sale, conveyance, lease, assignment or sublet, the term "Tenant" shall be deemed to include each "Assignee" then holding Tenant's interest in this Lease. However, no Leasehold Mortgagee or Assignee shall by virtue of Tenant's conveyance to it acquire any greater interest in the Premises or any easements created hereunder than Tenant then has under this Lease. As used herein, (A) the term "Subtenant" means any Person that receives a transfer from Tenant in accordance with the provisions of this Lease of all or any portion of the right, title or interest under this Lease or in one or more such easements; (B) the term "Sublease" means the grant or assignment of such rights from Tenant to a Subtenant; and (C) the term "Lender" means any financial institution or other Person (including a Leasehold Mortgagee) that from time to time provides secured financing for some or all of Tenant's or a Subtenant's Project, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Tenant in this Lease shall be deemed to include any Person that succeeds (whether by assignment or otherwise) to all of the then-Tenant's then-existing right, title and interest under this Lease in accordance with the provisions of this Section.

If the rights and interests of Tenant in this Lease shall be assigned in accordance with this Section and the assuming party shall agree in writing to be bound by, and to assume, the terms and conditions hereof and any and all obligations to Landlord arising or accruing hereunder from and after the date of such assumption, Tenant shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Landlord shall continue this Lease with the assuming party as if such person had been named as Tenant under this Lease, provided, however, that the assuming party is creditworthy.

Landlord agrees to enter into a form of Non-disturbance, Consent and Recognition Agreement by and among the Tenant's then chosen Lender or Leasehold Mortgagee, Landlord, and Tenant which shall include, without limitation, consent by Landlord to the Tenant's collateral assignment of this Lease and Tenant's leasehold interest hereunder, cure rights and step in rights in favor of the Lender or Leasehold Mortgagee.

Any Lender or Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure that does not directly hold an interest in this Lease, or that holds an interest, lien or security interest in this Lease solely for security purposes, shall have no obligation or liability under this Lease for obligations arising prior to the time such Lender, Leasehold Mortgagee or Assignee directly holds an interest in this Lease, or succeeds to title to such interest, or to this Lease. Any such Lender, Leasehold Mortgagee or Assignee shall be liable to perform obligations under this Lease only for and during the period it directly holds such interest or title.

Within fifteen (15) days after written request therefore, Landlord shall execute such estoppel certificates (certifying as to such truthful matters as Tenant, Lenders, Assignees or Leasehold Mortgagees may reasonably request, including that no default then exists under this Lease, if such be the case, and that this Lease remains in full force and effect), consents to assignment and non-disturbance agreements as Tenant or any Lender, Leasehold Mortgagee or Assignee may request from time to time, it being intended that any such estoppel certificates, consents to assignment and the like may be relied upon by any Lenders, Leasehold Mortgagees or Assignees or prospective Lenders, Leasehold Mortgagees, or Assignees, or any prospective and/or subsequent purchaser or transferee of all or a part of Tenant's interest in the Premises, any easements granted hereunder, the interconnection facilities and/or transmission facilities and/or the Project.

The provisions of this Section are for the benefit of the Lenders, Leasehold Mortgagees and Assignees, as well as the Parties hereto, and shall be enforceable by the Lenders, Leasehold Mortgagees and Assignees as express third-party beneficiaries hereof. Landlord hereby agrees that none of the Lenders, Leasehold Mortgagees and Assignees, nor any Person for whom they may act, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Lease on the part of Tenant or shall have any obligation or liability to Landlord with respect to this Lease except to the extent any of them becomes a party hereto pursuant to this Section or through the exercise of its rights or remedies and the written assumption of the Lease or the easements granted hereunder. Any exercise by the Lenders, Leasehold Mortgagees and Assignees of any rights and remedies hereunder shall be subject to all rights, defenses and remedies available to Landlord, in each case subject to the terms of any non-disturbance, consent and recognition agreement entered into between or among the Lenders, Leasehold Mortgagees and Assignees and Landlord.

A Lender, Leasehold Mortgagee or Assignee shall have the absolute right: (a) enforce its lien and acquire title to Tenant's leasehold estate and easement rights by any lawful means; (b) to take possession of and operate the Premises or any portion thereof, in accordance with the terms of this Lease and to perform all obligations to be performed by Tenant under this Lease, or to cause a receiver to be appointed to do so; and (c) to acquire such leasehold estate and easement rights by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer such leasehold estate to a third party.

To prevent termination of this Lease or any partial interest in this Lease, each Lender, Leasehold Mortgagee or Assignee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any default and to prevent the termination of this Lease or any partial

interest in this Lease. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of such default to each Lender, Leasehold Mortgagee or Assignee previously disclosed by Tenant, concurrently with delivery of notice to Tenant, specifying in detail the alleged event of default and the required remedy. Each such Lender, Leasehold Mortgagee or Assignee shall have the same amount of time to cure the default as to Tenant's interest in this Lease as is given to Tenant. The cure period for each Lender, Leasehold Mortgagee or Assignee shall begin to run at the end of the cure period given to Tenant in this Lease.

If any default by Tenant under this Lease cannot be cured without the Lender, Leasehold Mortgagee or Assignee obtaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of Tenant's interest in this Lease, then any such default shall be deemed remedied if: (a) within ninety (90) days after receiving notice from Landlord as set forth in Section 33, either Lender, Leasehold Mortgagee or Assignee shall have acquired possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial or non-judicial proceedings to obtain the same; (b) the Lender, Leasehold Mortgagee or Assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (c) after gaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in this Lease, the Lender, Leasehold Mortgagee or Assignee performs all other obligations as and when the same are due in accordance with the terms of this Lease, but only for the period attributable to its possession of the Premises, provided, however, that the Lender, Leasehold Mortgagee or Assignee shall pay the Rent and perform all the other obligations of Tenant hereunder as of the date that Landlord could have terminated this Lease for an event of default. If a Lender, Leasehold Mortgagee or Assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant or any defaulting Assignee, as the case may be, from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing such proceeding shall be extended for the period of such prohibition. During any period of possession of the Premises by a Lender, Leasehold Mortgagee or Assignee and/or during the pendency of any foreclosure proceedings instituted by a Lender, Leasehold Mortgagee or Assignee, the Lender, Leasehold Mortgagee or Assignee shall pay or cause to be paid the fees, Rent and all other monetary charges payable by Tenant under this Lease which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's leasehold estate by the Lender, Leasehold Mortgagee or Assignee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale (all of which are included in the term "Assignee"), this Lease shall continue in full force and effect and the Lender, Leasehold Mortgagee or Assignee shall, as promptly as reasonably possible, commence the cure of all defaults under this Lease and thereafter diligently process such cure to completion, and upon such completion of the cure of all defaults under the Lease Landlord's right to terminate this Lease based upon such defaults shall be deemed waived; provided, however, that the Lender, Leasehold Mortgagee or Assignee or such party acquiring title to Tenant's leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-curable defaults"). Non-curable defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of Tenant's interest in this Lease by such party.

Any Lender, Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Lease incurred or accruing after the Lender, Leasehold Mortgagee or Assignee no longer has

Ownership of the leasehold estate or possession of the Premises. Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as all Rent and all other monetary charges payable by Tenant under this Lease are promptly paid by the Lender, Leasehold Mortgagee or Assignee in accordance with the terms of this Lease. The acceptance of Rent by Landlord shall not be deemed a waiver of any other rights or remedy it may have under the Lease at law or in equity.

If this Lease terminates for any reason, including because of Tenant's default or if the leasehold estate is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy Applicable Requirements or other Applicable Requirements affecting creditor's rights and, within ninety (90) days after such event, Tenant or any Lender, Leasehold Mortgagee or Assignee shall have arranged to the absolute satisfaction of Landlord for the payment of Rent, fees and other charges due and payable by Tenant as of the date of such event, then Landlord shall execute and deliver to such Lender, Leasehold Mortgagee or Assignee or designee, as the case may be, a new lease to the Premises which (a) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; (b) shall contain the same covenants, agreements, terms, provisions and limitations as this Lease (except as otherwise provided in this Section 1.11(a) and for any requirements that have been fulfilled by Tenant or any Lender, Leasehold Mortgagee or Assignee prior to rejection or termination of this Lease); and (c) shall include that portion of the Project in which Tenant had an interest on the date of rejection or termination. A Lender, Leasehold Mortgagee or Assignee shall pay all of Landlord's reasonable legal fees associated with a new lease of the Premises.

After the termination, rejection or disaffirmation of this Lease and during the period thereafter during which any Lender, Leasehold Mortgagee or Assignee shall be entitled to enter into a new lease of the Premises, Landlord will not terminate any sublease or the rights of any sub-Tenant unless such sub-Tenant shall be in default under such sublease.

If more than one (1) Lender, Leasehold Mortgagee or Assignee makes a written request for a new lease pursuant to this provision, the new lease shall be delivered to the Lender, Leasehold Mortgagee or Assignee requesting such new lease whose mortgage or assignment of this Lease or the Tenant's leasehold interest hereunder is prior in lien, and the written request of any other Lender, Leasehold Mortgagee or Assignee whose lien is subordinate shall be void and of no further force or effect.

The provisions of this section shall survive the termination, rejection or disaffirmation of this Lease and shall continue in full force and effect thereafter to the same extent as if this section was a separate and independent contract made by Landlord, Tenant and each Lender, Leasehold Mortgagee or Assignee, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such new lease, such Lender, Leasehold Mortgagee or Assignee may use and enjoy said Premises in accordance with the terms of such new lease, provided that all of the conditions for a new lease as set forth above are complied with.

Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Leasehold Mortgage or loan or other financing held by a Lender that is secured by Tenant's grant of a security interest in the Premises, this Lease, the Project or any other Improvement, this Lease shall not be terminated, modified or amended, and Landlord shall not accept a surrender of all or any part of the Premises or a cancellation or release of this Lease from Tenant, prior to expiration of the Lease Term without the prior written consent of the Lender, Leasehold Mortgagee or Assignee, provided, however, that Landlord shall be permitted to terminate this Lease without the consent of Lender, Leasehold Mortgagee or Assignee if (a)

such termination resulted from an event of default, and (b) Lender, Leasehold Mortgagee or Assignee was provided notice in accordance with this Section and the right to cure such default for a period of ninety (90) days following such notice, and failed to cure such default within such period.

27. Condemnation. If, at any time during the Term, any authority having the power of eminent domain shall condemn a portion of the Premises, the Easements, the Project or related interconnection and transmission improvements for any public use or otherwise, such that the operation of Project becomes, in the reasonable discretion of Tenant, impractical by materially reducing the electrical generating capacity of the Project or materially impacting access to the Premises, then Tenant may terminate this Lease Agreement without incurring any liability to Landlord with respect to such termination by giving written notice to Landlord indicating the effective date of such termination except that Tenant will have responsibility to remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property. Tenant shall have the right to exercise its termination option only within the six (6) month period after the Tenant receives knowledge of the condemnation.

The disposition of any condemnation award and/or casualty insurance proceeds shall be allocated among Landlord, Tenant, any Lender, Leasehold Mortgagee or Assignee as their interests may appear.

28. Damage to Project. If, at any time during the Term, the Project shall be substantially damaged or destroyed and rendered inoperable by fire or other occurrence of any kind, Tenant shall at its sole cost and expense either (a) repair or replace the Project, or (b) elect to terminate this Lease Agreement in which case Tenant remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property.

If Tenant elects to repair and restore the Project, all insurance money paid to Tenant on account of such damage or destruction under the policies of insurance maintained by Tenant hereunder, less the cost, if any, incurred in connection with the adjustment of the loss and the collection thereof shall be applied by Tenant to the payment of the cost of the repair and replacement of the Project, subject to the rights of Lenders, Assignees and Leasehold Mortgagees.

29. Terminate in Event of Governmental Shutdown. In the event a governmental authority decrees, orders or demands that operation of the Project cease or that the Project must be removed from the Premises, for reasons unrelated to any default, violation or breach by Tenant of any applicable law, permit or consent, Tenant shall have the right to terminate this Lease Agreement without penalty to either Party upon delivery to Landlord of thirty (30) days prior written notice, in which case Tenant remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property.

30. Force Majeure. In the event of a Force Majeure Event, as identified further below, Tenant shall be relieved from any future Rent payments and any other obligations under this Agreement, except its obligation to remove the Project as provided herein. "Force Majeure Event" means any act, event, cause or condition that prevents Tenant from performing its obligations, and is beyond the Tenant's reasonable control.

A Force Majeure Event may include, but shall not be limited to the following: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire;

earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Group Member claiming a Force Majeure Event.

31. Miscellaneous provisions.

A. **Applicable Law.** This Lease Agreement shall be interpreted and governed by the laws of the State of North Carolina.

a. **Rules of Interpretation.** Titles and headings are included in this Lease Agreement for convenience only, and shall not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires.

b. **Severability.** In the event that any provisions of this Lease Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, the Landlord and the Tenant shall negotiate an equitable adjustment in the provisions of this Lease Agreement with a view toward effecting the purposes of this Lease Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

c. **Entire Agreement; Amendments and Waivers.** This Lease Agreement constitutes the entire agreements between the Parties and supersedes the terms of any previous agreements or understandings, oral or written. Any waiver or amendment of this Lease Agreement must be in writing. A Party's waiver of any breach or failure to enforce any of the terms of this Lease Agreement shall not affect or waive that Party's right to enforce any other term of this Lease Agreement.

d. **Further Assurances.** Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement if the request from the other Party is reasonable.

e. **Recordation.** The Parties hereto acknowledge that a memorandum of this Lease Agreement shall be recorded in the local land records, in the form included herein as Exhibit C.

f. **Specific Performance.** In the event that the Landlord is in material default under this Lease Agreement, then the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.

32. Representations and Warranties.

(a) The Landlord hereby represents and warrants to Tenant as follows:

(i) Right, Power and Authority. It has full right, power and authority to enter into this Agreement and there is nothing, which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

(ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of Landlord, and constitutes a valid and binding obligation on the Landlord, enforceable in accordance with the terms hereof.

(iii.) Performance. To the best of the Landlord's knowledge, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon the Landlord's ability to perform its obligations under this Agreement.

(iv) Landlord Compliance. The Landlord and those accounts submitted by Landlord to be included in the net metering group are not part of any other net metering group or receiving net metering credits from another renewable energy facility.

(v) Information. To the knowledge of the Landlord, the information provided to the Tenant by the Landlord pursuant to this Agreement is true and accurate in all material respects.

(b) Tenant hereby represents and warrants to the Landlord as follows:

(i) Right, Power and Authority. It has full right, power and authority to enter into this Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

(ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of Tenant, and constitutes a valid and binding obligation on Tenant, enforceable in accordance with the terms hereof.

(iii) Performance. To the best of the Tenant's knowledge, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon the Tenant's ability to perform its obligations under this Agreement.

(iv) Information. To the knowledge of the Tenant, the information provided to the Landlord by the Tenant pursuant to this Agreement is true and accurate in all material respects.

33. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord:
Watauga County

To Tenant:
Watauga Solar, LLC

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this ____ day of _____, 201__.

IN PRESENCE OF: **Watauga Solar, LLC.**

Witness

By: _____
Duly Authorized Agent

Watauga County

Witness

By: _____

Duly Authorized Agent

Exhibit A

Tax Map & Book and Page of Deed for Landlord's Property
Book 248 at Page 148 of the Watauga County Register of Deeds.

Exhibit B

Description of the Premises

(To be provided by Tenant at sole discretion in accordance with Section 13 & 14)

Exhibit C**MEMORANDUM OF LEASE**

KNOW ALL PERSONS BY THESE PRESENTS that a certain Site Lease Agreement (the “Lease”) was entered into on _____, 201__, by Watauga County (hereinafter “Lessee”) and Watauga Solar, LLC (hereinafter “Lessor”), with an effective date of _____, 201__.

1. Property Affected By The Lease. The leased property is described as follows:

A 20 acre capped landfill *portion* of a 41.45 acre tract, more or less, being more particularly described in Book 248 at Page 148 of the Watauga County Register of Deeds. The capped portion is observable and identifiable as such as of the date of the Lease.

2. Term of Lease. The Lease commences on __, 201__ and continues for twenty five years and ninety days following the Commissioning Date of the solar electric generation and/or battery facility to be constructed on the leased property by the Lessee. The Commissioning Date is defined in the Lease as the date on which the facility is energized and permitted to operate.
3. Restriction on Assignment. The Lease may be assigned by the Lessor without restriction or limitation, but may only be assigned by Lessee only upon written consent of the Lessor.
4. Extension and Renewal. The Lease is may be extended for four (4) additional five (5) year terms at the option of the Lessee.
5. Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the Lease.
6. Location of Original Lease. The original signed copy of the Lease will be maintained at the Office of the Lessor.
7. Conflict With Lease. The provisions of this Memorandum shall not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease shall control in all respects.
8. Miscellaneous. All capitalized terms not defined herein shall have the meaning set forth in the Lease. This Memorandum shall be governed by the laws of North Carolina.

END OF TEXT – SIGNATURE PAGE FOLLOWS

LESSOR, Watauga County

STATE OF _____)
COUNTY OF _____) SS.

At _____ in _____, _____ in said County this ___ day of _____, 2018,
_____ personally appeared, and s/he acknowledged this instrument, by
him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of Watauga
County.

Before me _____ Notary Public
My Commission Expires: _____

LESSEE, Watauga Solar, LLC

Watauga Solar, LLC
Duly Authorized Agent

Before me _____ Notary Public
My Commission Expires: _____

STATE OF NORTH CAROLINA _____)
COUNTY OF CHITTENDEN _____) SS.

At _____ in _____, North Carolina this ___ day of _____, 201___,
_____ personally appeared, and he acknowledged this instrument, by him sealed and
subscribed, to be his free act and deed and the free act and deed of Watauga Solar, LLC.

Before me _____ Notary Public
My Commission Expires: _____

Memorandum of Option Agreement

This Memorandum of Option Agreement is made as of the ___ day of _____, 2018. Notice is hereby given of a Lease Option Agreement (the "Agreement") dated the ___ day of _____, 2018, by and between _____ of _____, _____ (the "Grantor"), and Watauga Solar, LLC, a North Carolina limited liability company, its successors and assigns (the "Grantee").

1. The names and addresses of the parties to the Agreement are as follows:

Grantor: Watauga County

Grantee: Watauga Solar LLC

2. The date of the Agreement is as set forth above.

3. The Grantor has granted the Grantee an option to lease certain real property owned by the Grantor and located _____. The property subject to the option is described in further on Exhibit 1 hereto.

4. The term for the exercise of the option began on the ___ day of _____, _____ and shall end on _____, _____.

5. The Agreement does not grant the Grantee a right to extend or renew the term for the exercise of the option.

6. A copy of the original Agreement is on file with the Grantee.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement effective as of the date first set forth above.

GRANTOR:

Watauga County

STATE OF _____)
COUNTY OF _____) SS.

At _____ in _____, _____ this _____ day of _____, 201____, _____ personally appeared, and s/he acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of Watauga County.

Before me _____ Notary Public
My Commission Expires: _____

GRANTEE:

WATAUGA SOLAR, LLC

Name:
Title:

STATE OF NORTH CAROLINA)
COUNTY OF CHITTENDEN) SS.

At _____ in _____, North Carolina this _____ day of _____, 201____, _____ personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of Watauga Solar, LLC.

Before me _____ Notary Public
My Commission Expires: _____

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AGENDA ITEM 10:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Boards and Commissions*****MANAGER'S COMMENTS:*****Boone Rural Fire Protection Service District Board***

Each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board whose terms run concurrent with the term of the appointing Commissioner. Boone Rural Fire Service District Board members must own property and reside within that Fire Service District.

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER'S COMMENTS:

you are cordially invited to...

• Coffee with • Commissioners

You are cordially invited to, "Coffee with Commissioners," at 10-11am on March 29th 2019. During this time, you will have the opportunity to meet several seniors and ask questions they may have! Coffee and snacks will be provided. Come listen to the seniors of community share their thoughts. We appreciate you and all you do for our community and hope you will join us!

RSVP to billie.lister@watgov.org

AGENDA ITEM 11:

PUBLIC COMMENT

AGENDA ITEM 12:

BREAK

AGENDA ITEM 13:

CLOSED SESSION

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