**Town of Boone**
**Town Council**
**Regular Meeting**
**9:00 AM, October 14, 2026**
**Town Council Chambers**
**1500 Blowing Rock Road**

1. Call to Order
2. Moment of Silence
3. Announcements
   A. Announcement of Board Vacancies
4. Tentative Agenda Adoption
5. Requested Appearances
   A. Informal Discussion of Proposed Zoning Request for Ridgehouse Development
   B. Ian Robinson - Howard Street Redirection Proposal
   C. Amber Bateman - Watauga Arts Council
6. Public Hearing - CDBG Project Closeout (Deck Hill Water Tank Replacement)
7. Public Comment
8. Approval of Items on Consent Agenda
   A. Water Loss Audit Project — Cavanaugh PSA
   B. Consideration of Work Management Software Systems
   C. Consideration of Engineering Services Agreement for New River Hills Lift Station — Hazard Mitigation Project
   D. Approval of Ordinance - Holiday Parade Road Closure
   E. Approval of Budget Amendments
   F. Approval of Minutes
9. Council Matters
   A. Consideration of Council Meeting Schedule
   B. CDBG-DR Workforce Housing for Ownership Program Discussion
10. Mayor's Report
11. Town Manager's Report

12. Town Attorney's Report

13. Board Liaison Reports

14. Closed Session

    A. N.C. Gen. Stat.§ 143-318.11(a)(1), to review, approve, and seal closed session minutes from Council's prior closed session(s).

    B. N.C. Gen. Stat.§ 143-318.11(a)(3), to consult with the Town Attorney in order to preserve the attorney-client privilege between the attorney and the Town Council, and obtain legal advice, consider, and/or give instructions to the attorney concerning one or more potential legal claims.

    C. N.C. Gen. Stat.§ 143-318.11(a)(6), to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

15. Potential Action Following Closed Session

16. Adjournment

# Town of Boone
# Agenda Item Action Request Form

**This form must be completed and attached to all supporting documentation for items to be included in the Town of Boone Council agenda. One (1) form per agenda item.**

**Submitted By:** Nicole Harmon, Town Clerk

**Department:** Administration

**Contact Phone:** 828.268.6200

**Email:** nicole.harmon@boonenc.gov

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:** For Information

**Item Title:** Announcement of Board Vacancies

**Summary of Information:** Please see the attached list of current board vacancies.

# PUBLIC NOTICE

The Town of Boone is currently soliciting applications from people who would like to serve on the following boards:

## POSITIONS OPEN

**BOARD OF ADJUSTMENT**
Three alternate positions

**CULTURAL RESOURCES ADVISORY BOARD**
One student position

**PLANNING COMMISSION**
One regular position

The next application deadline is **October 30, 2026,** by **5 p.m.** If you qualify for any of the positions and would like to apply, please contact Town Clerk Nicole Harmon at 268-6200 or e-mail Nicole.harmon@boonenc.gov for more information. You may also visit the Town's Website at www.townofboone.net to view information about the various boards and to download an application form.

# Town of Boone
# Agenda Item Action Request Form

**This form must be completed and attached to all supporting documentation for items to be included in the Town of Boone Council agenda. One (1) form per agenda item.**

**Submitted By:** Amy Snider, Zoning Administration Manager

**Department:** Planning & Inspections

**Contact Phone:** 828-268-6960

**Email:** planning@boonenc.gov

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:**

**Item Title:** Informal Discussion of Proposed Zoning Request for Ridgehouse Development

**Summary of Information:** BREC would like to give a presentation for an informal discussion with Council about an annexation/zoning request for property located on Hwy 105 Bypass. The proposal includes a multifamily development with 332 units consisting of 716 bedrooms on a 63-acre site.

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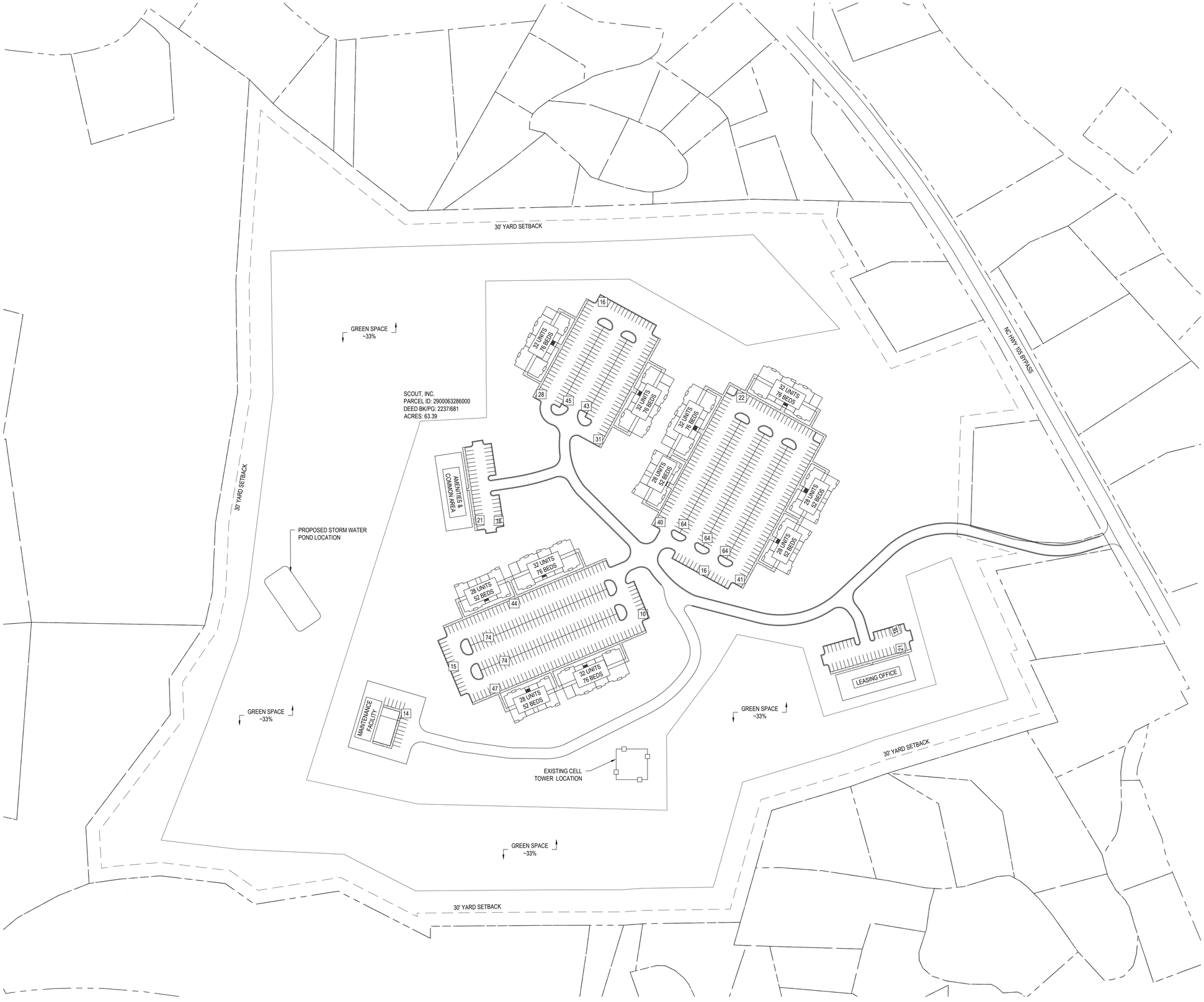


| SITE DATA | |
|---|---|
| PROPERTY OWNER | SCOUT, INC. |
| PARCEL ID | 2900063286000 |
| SIZE | 63.3900 |

| PROPOSED SITE REQUIREMENTS | |
|---|---|
| LAND USE | MULTI-UNIT RESIDENTIAL |
| YARD SETBACKS | 30' |
| MAX. BUILDING HEIGHT | 40' |
| LANDSCAPE BUFFER | NA |
| COMMON AREA / GREEN SPACE | 33% MIN |
| REQUIRED PARKING | 2 SPACES / DWELLING UNIT |
| PROVIDED PARKING | 738 (EXCLUDING AMENITY AND OFFICE AREAS) |
| MAX. DENSITY | 4.924 UNITS / ACRE |
| CALCULATED DENSITY | 0.95 UNITS / ACRE |

BREC
A Stratus Team Company
1605 CURTIS BRIDGE ROAD - SUITE 1
WILKESBORO, NC 28697
PHONE : 336.844.4088
www.brec.biz

SEALS

PRELIMINARY

9/23/26

# RIDGEHOUSE COMPANIES
# HWY 105

REVISIONS

SHEET SIZE: 24"x36"
PROJECT NUMBER: 2026-0944.001B
DRAWN BY:
APPROVED BY:

OVERALL SITE PLAN

C100

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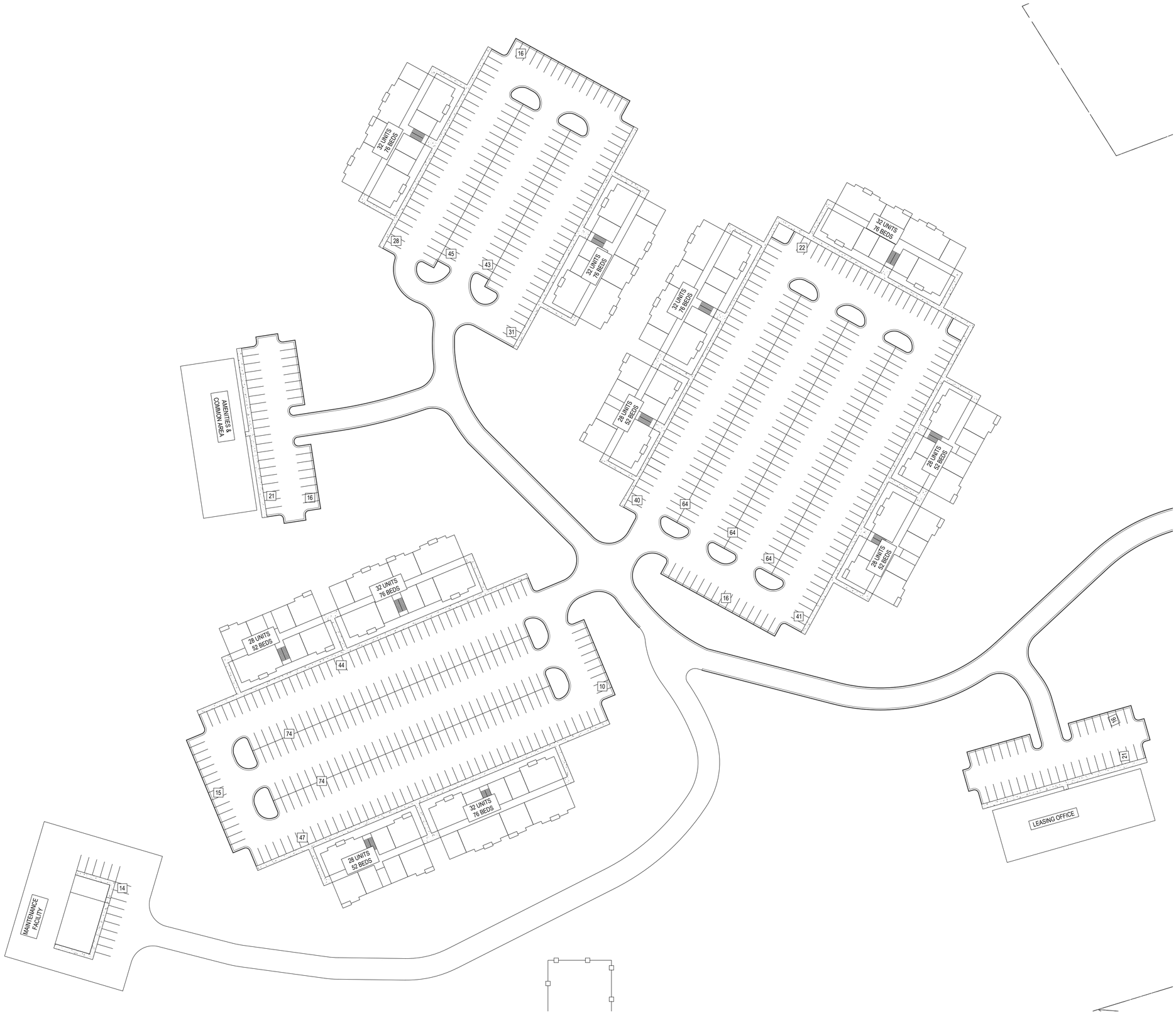


| SITE INFORMATION | | |
|---|---|---|
| BUILDING TYPE | NUMBER OF BUILDING TYPE | NUMBER OF BEDS |
| 28 UNIT<br>1 BEDROOM = 12<br>2 BEDROOM = 12<br>4 BEDROOM = 4<br>52 BEDS | 5 | 260 |
| 32 UNIT<br>1 BEDROOM = 12<br>2 BEDROOM = 4<br>3 BEDROOM = 8<br>4 BEDROOM = 8<br>76 BEDS | 6 | 456 |
| TOTAL BEDS | | 716 |
| TOTAL 1 BEDROOM | | 132 |
| TOTAL 2 BEDROOM | | 84 |
| TOTAL 3 BEDROOM | | 48 |
| TOTAL 4 BEDROOM | | 68 |
| TOTAL PARKING (EXCLUDING AMENITY PARKING) | | 738 |

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SEALS

PRELIMINARY

9/23/26

# RIDGEHOUSE COMPANIES
# HWY 105

REVISIONS

SHEET SIZE: 24"x36"
PROJECT NUMBER: 2026-0944.001B
DRAWN BY:
APPROVED BY:

## SITE PLAN

C101

# Boone Renderings and Elevations

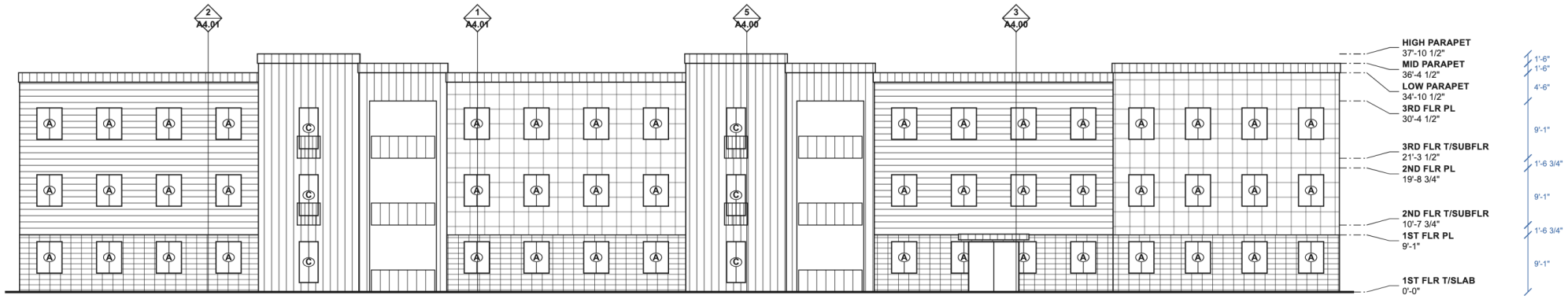
# North Elevation

Primary residential entry elevation. Faces the parking court.




2 BLDG 3 - NORTH COLORED ELEVATION

1/16" = 1'-0"




1 BLDG 3 - NORTH ELEVATION

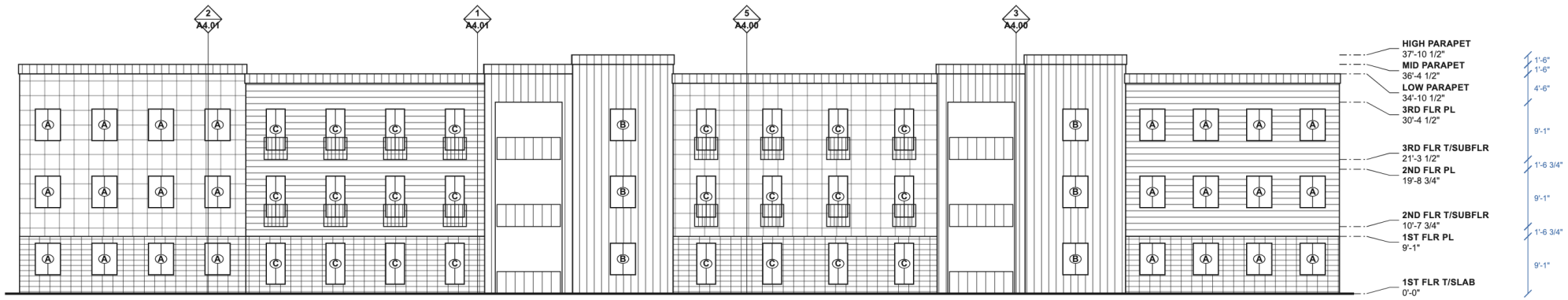
1/16" = 1'-0"

# South Elevation

Rear elevation. Faces the wooded slope; balcony-heavy.




2 **BLDG 3 - SOUTH COLORED ELEVATION**
1/16" = 1'-0"



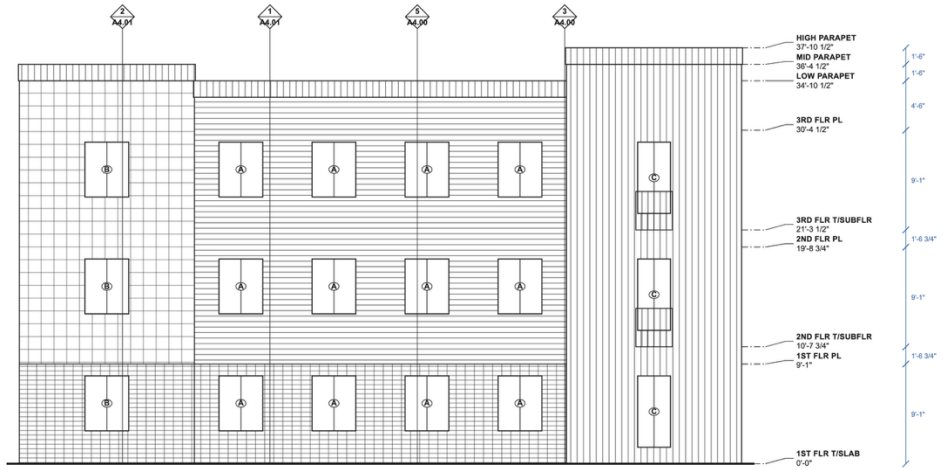

1 **BLDG 3 - SOUTH ELEVATION**
1/16" = 1'-0"

## West Elevation

End elevation. Blank field bay; no mural.



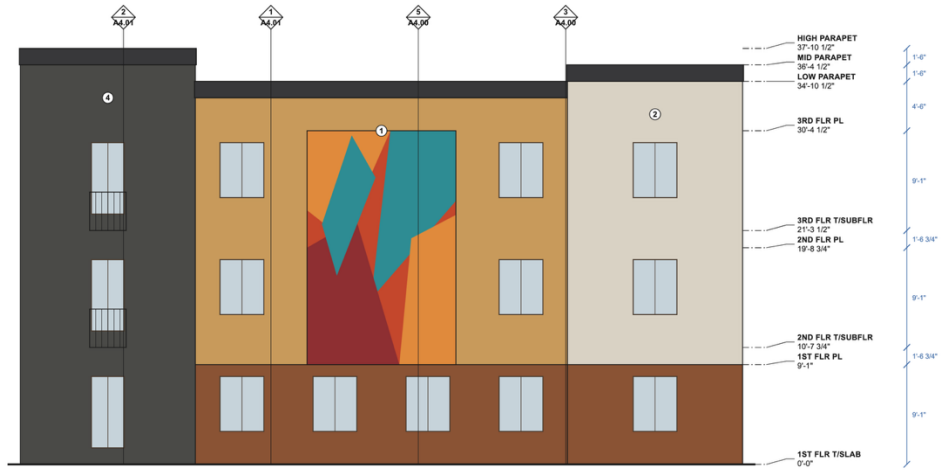

2 BLDG 3 - WEST COLORED ELEVATION
1/8" = 1'-0"



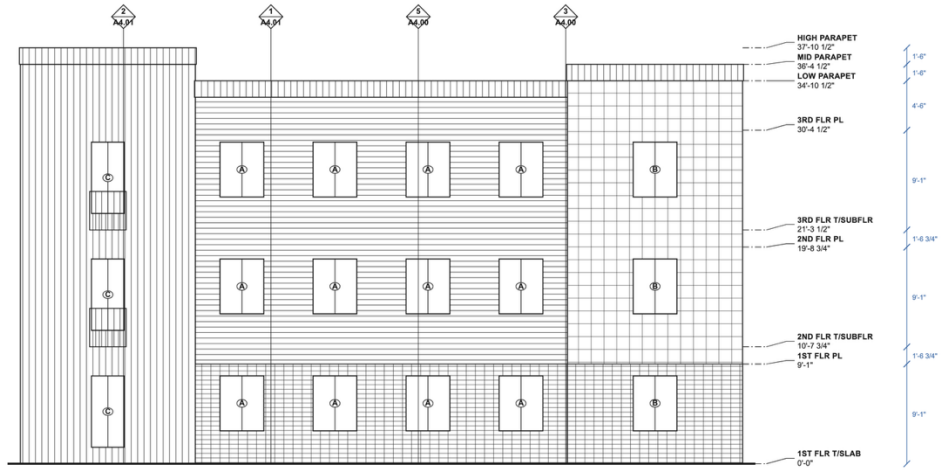

1 BLDG 3 - WEST ELEVATION
1/8" = 1'-0"

## East Elevation

End elevation. Carries the community mural on the field bay.




2 BLDG 3 - EAST COLORED ELEVATION
1/8" = 1'-0"




1 BLDG 3 - EAST ELEVATION
1/8" = 1'-0"






RIDGEHOUSE



# Town of Boone
# Agenda Item Action Request Form

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**Submitted By:** Nicole Harmon, Town Clerk

**Department:** Administration

**Contact Phone:** 828.268.6200

**Email:** ilrobinson10@gmail.com

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:** For Action

**Item Title:** Ian Robinson - Howard Street Redirection Proposal

**Summary of Information:** Following his public comment at the September 23, 2026, Town Council meeting, Mr. Robinson would like to continue the discussion regarding the attached proposal to redirect Howard Street traffic.

Request to Reconsider Howard Street One-Way Direction

South Depot Street → Appalachian Street

Submitted to: Boone Town Council
Submitted by: Ian Robinson
Date: 9/23/2026

Requested Change:
I respectfully request that the Town of Boone reconsider the direction of one-way traffic on Howard Street between South Depot Street and Appalachian Street as part of the ongoing Howard Street Improvement Project.

Current direction:
Appalachian St. → Howard St. → S. Depot St.

Proposed direction:
S. Depot St. → Howard St. → Appalachian St.

This proposal would keep Howard Street one-way. It would simply reverse the direction of travel on this section. No change is being requested for the other sections of Howard Street.

Why Consider Reversing the Direction?

1. The surrounding road network favors the Rivers Street/Appalachian State connection
The section of Howard Street between Depot and Appalachian serves as a connection between downtown and the Appalachian State University/Rivers Street area.
The 2025 NCDOT traffic data show: (see page 4)
Rivers Street — 16,000 AADT
W. King Street — 14,500 AADT
Rivers Street also provides a larger roadway connection into the Appalachian State University area, while King Street is a more constrained downtown corridor.
The proposed direction would allow Howard Street to function as a connection toward Appalachian/Rivers Street, rather than directing traffic toward the King Street/Depot Street area.

2. King Street and Depot Street are already a heavily pedestrian-oriented area
The King Street/Depot Street area experiences significant pedestrian activity. Directing Howard Street traffic toward this intersection potentially adds vehicle movements to an already busy pedestrian environment.
Reversing Howard Street would allow traffic to move away from the King/Depot area and toward Appalachian Street.
I am requesting that the Town evaluate whether this would provide a more efficient distribution of traffic through the existing downtown network.

3. The new parallel parking configuration supports reconsidering the direction
The Howard Street Improvement Project is substantially changing the street, including the addition of new parallel parking.
With the current direction of travel, the new parking is positioned on the left side of the travel lane. Reversing the direction would place the parking on the right side of the travel lane, creating a more conventional relationship between moving traffic and curbside parking/loading. This should be considered as part of the overall street design rather than treating traffic direction and parking configuration as separate issues.

4. The timing provides an opportunity to evaluate the change
The Howard Street project is currently under construction. The Town's September 21, 2026 construction update indicates that paving is currently progressing on the Appalachian-to-Depot section. Because the permanent traffic configuration has not yet been fully established, this is an appropriate time to evaluate whether the selected direction best serves the completed street design and surrounding transportation network.

5. Business owner and manager consideration:
Prior to presenting this proposal to the Town Council, I personally contacted the owners and/or managers of businesses that are directly impacted by the current one-way configuration of Howard Street. I presented the proposed change with each of them.

All of the individuals listed below expressed their support for the proposed reversal of the one-way direction:

Taylor Williams- Footsloggers
Amy Forrester- Fizz Ed
Paul Sheer- Reel Boone
Bill Parish- Highway Robbery
Rosa Dargon- Hands Gallery
John Mena- Haircut 101
Kat Robinson- Appalachia Threads
Josiah Davis- Venture
Kim Greene- Lililu On King
Uijin Park- Espresso News
Bella Fishman- Fairfield Appts.

Their feedback provides direct input from local business owners and managers whose businesses are located on or are directly impacted by this section of Howards Street.

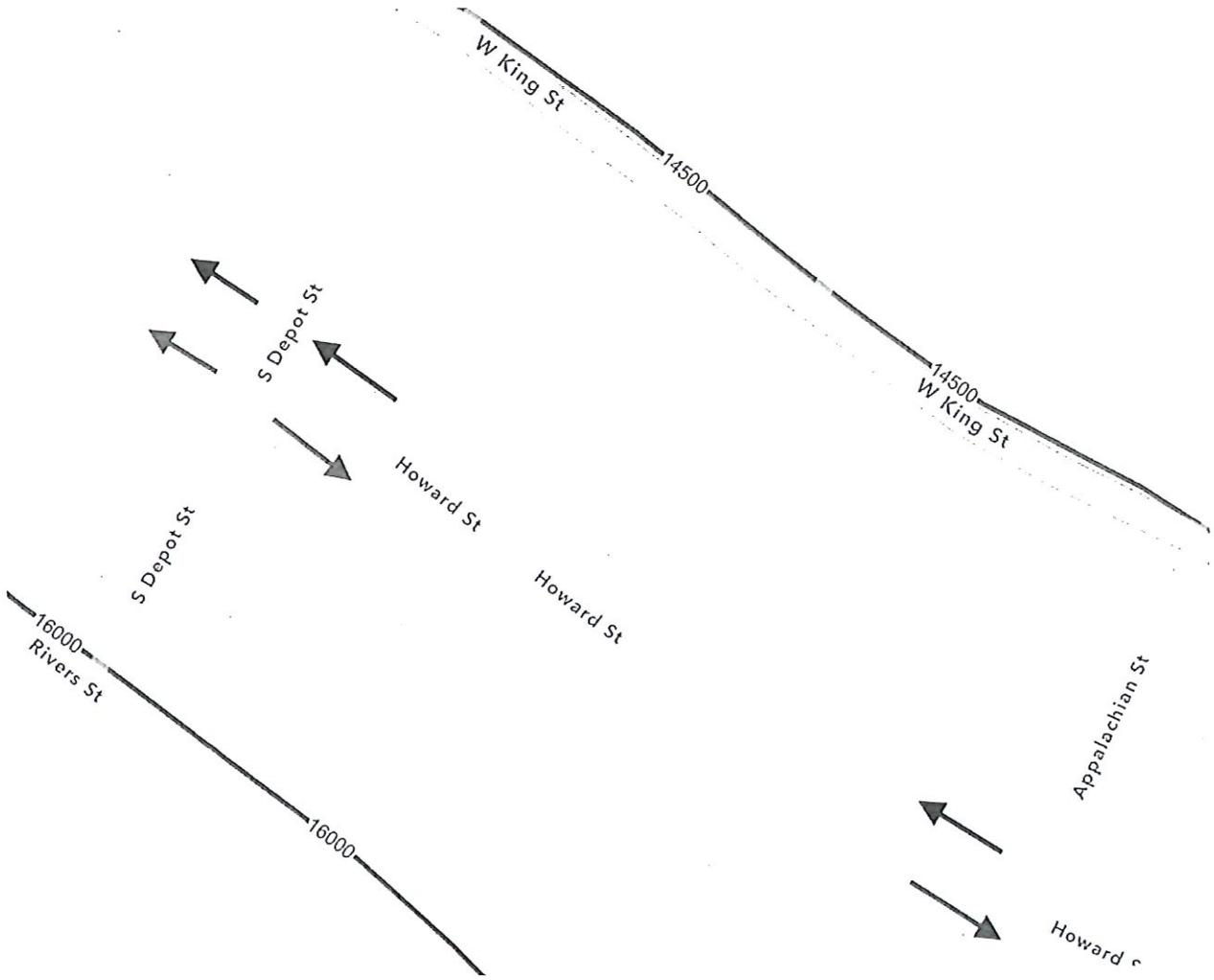
The evaluation should consider:

NCDOT traffic-volume data
Traffic movement at King/Depot
Rivers Street and Appalachian State traffic
Pedestrian activity
The new parallel parking configuration
Emergency and delivery access
Traffic and pedestrian safety
Effects on surrounding streets
If the Town is not prepared to make the change immediately:
I request that the Town conduct a traffic-flow comparison of both one-way configurations before the final traffic-control signs and pavement markings are permanently established.

The goal is not simply to change the direction of Howard Street. The goal is to determine which direction best fits the new street design and the existing downtown transportation network.

Current traffic direction

Proposed traffic direction

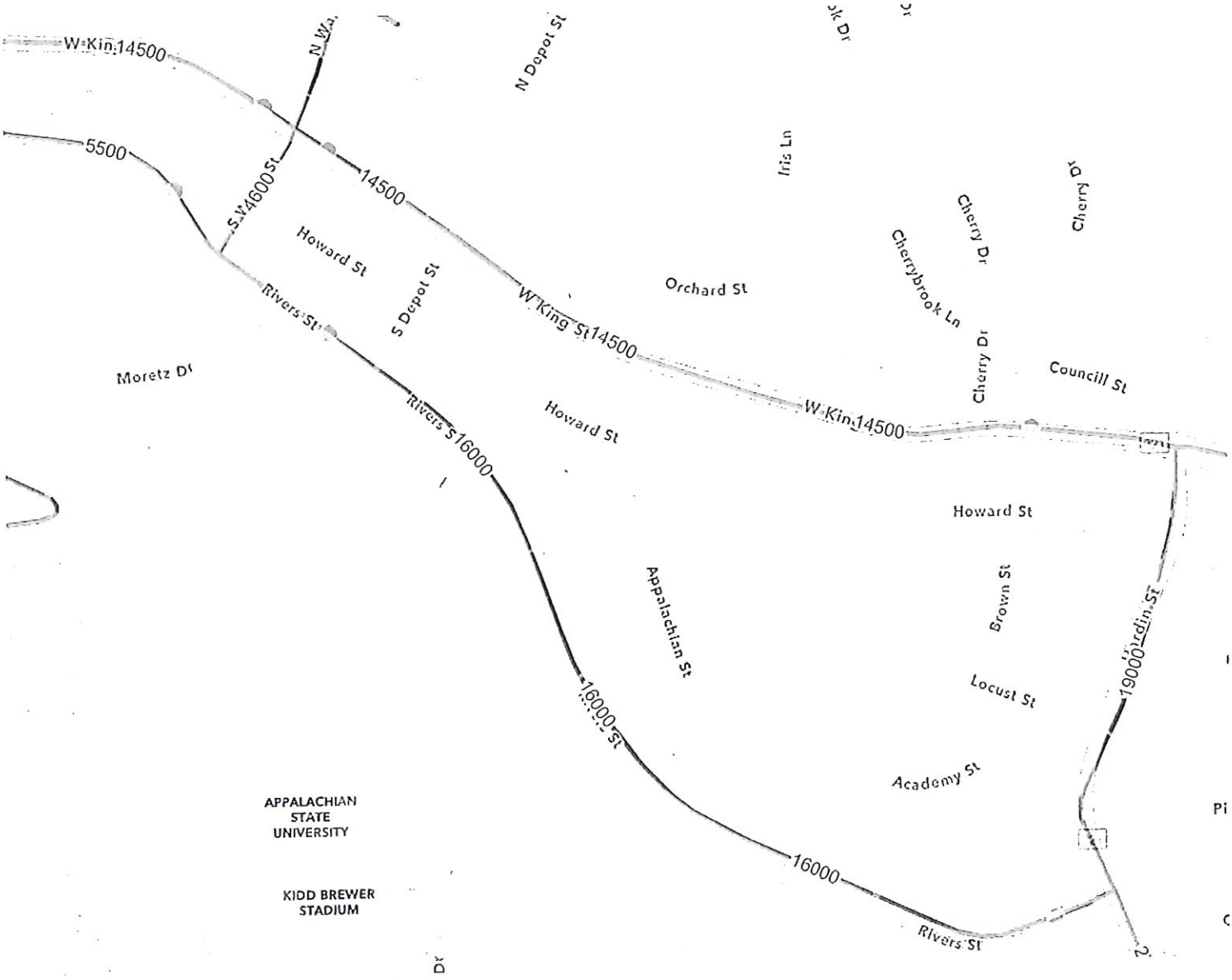


Note: yellow dots are monitored locations

River street drops from 16000 to 5500

King street stays consistent at 14500

NCDOT AADT WEB MAP



# Town of Boone
# Agenda Item Action Request Form

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**Submitted By:** Nicole Harmon, Town Clerk

**Department:** Administration

**Contact Phone:** 828.964.7233

**Email:** director@watauga-arts.org

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:** For Action

**Item Title:** Amber Bateman - Watauga Arts Council

**Summary of Information:** Watauga Arts Council would like to inform the Town Council about two public art projects in the works. One is a Mosaic Bench project that we are hoping to install in the Greenway Park Loop off Deerfield Road, and the other is a Bird Art Trail on the Greenway. We are working with Public Works to facilitate installation and placement.

watauga arts council

ART in the OUTDOORS

# PUBLIC ART PROPOSAL

## TAKING FLIGHT

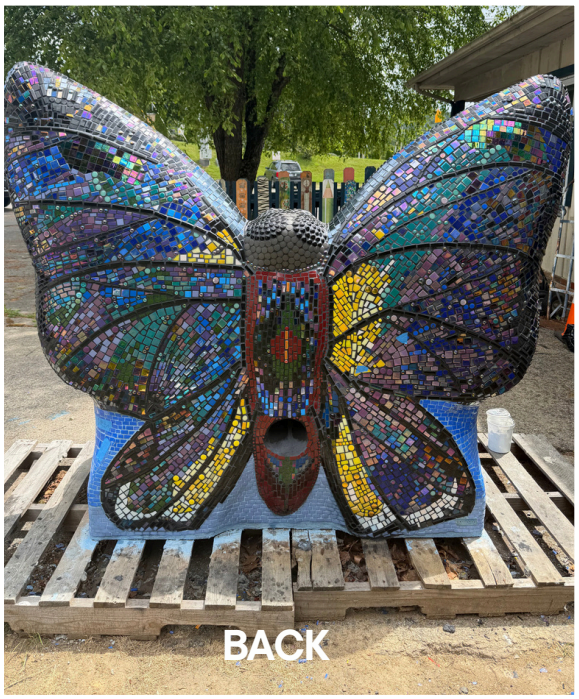
COMMUNITY MOSAIC BUTTERFLY BENCH

PRESENTED TO
**BOONE TOWN COUNCIL**

PROPOSED BY
**AMBER BATEMAN**

LEAD ARTIST
**CINDY MICHAUD**




OCTOBER 14, 2026

### Requested Council Action

Watauga Arts Council (WAC) requests approval to place “Taking Flight”, a community-created butterfly mosaic bench, in the Greenway park loop off Deerfield Road behind the Levine Center. The installation provides a public art experience for the greater Boone area, outside the MSD, to align with the

The mosaic sculpture bench is offered as a community donation. Grant support, donated materials, and artist and volunteer contributions fully fund the artwork's creation; grant funds also support delivery of the bench. The requested Town contribution is coordination and assistance with site preparation and installation, in coordination with the Public Works Department.

# Project Orgin

## TAKING FLIGHT: PURPOSE AND IMPACT







### Project Narrative and Purpose

Taking Flight transforms a practical park amenity into a welcoming work of public art. Fashioned around two butterfly forms, the mosaic bench will provide a place to pause, rest, and enjoy a quiet, shady setting along the Greenway. Its colorful design will create a distinctive focal point and invite residents and visitors to engage with art during everyday recreation, for free.

The project grew from mosaic classes offered at Watauga Arts Council. A group of senior women became excited about leaving an artistic legacy in the community they love and volunteered their labor to help complete the bench. Most are longtime Watauga County residents; one lives in Avery County and regularly visits Boone. Their shared work has strengthened friendships, developed artistic skills, and created a lasting expression of community pride.

A companion work, Fluttering By, is being fabricated through a project called Pieced Poles of the Blue Ridge, led by Cindy Michaud. Together, the bench and post will give the loop a recognizable artistic identity that the group of artists lovingly call the “Butterfly Park.”

### Community Impact

The project will add useful seating and a colorful landmark to a park enjoyed by walkers and people seeking a quiet place to rest. It will recognize the contributions of local artists and older residents, demonstrate the value of community arts education, and create a visible legacy of shared effort.

The butterfly imagery also offers opportunities for future interpretation about nature and the environment. The bench and post will provide inviting photo settings for residents and visitors, supporting Town and WAC communications with playful invitations such as “Taking Flight in Boone” or “Fluttering By Boone.” Educational content or promotional activities can be developed in coordination with the Town.







# Project Details

## TAKING FLIGHT: MATERIALS AND INSTALLATION

### Materials and Dimensions

The bench is sculpted from industrial-grade polystyrene covered with multiple layers of cement, mesh, and fiberglass. Glass mosaic tiles are adhered with mortar/thinset and finished with grout. The materials were selected for outdoor use and freeze/thaw conditions. A built-in drainage hole helps prevent standing water on the seat.

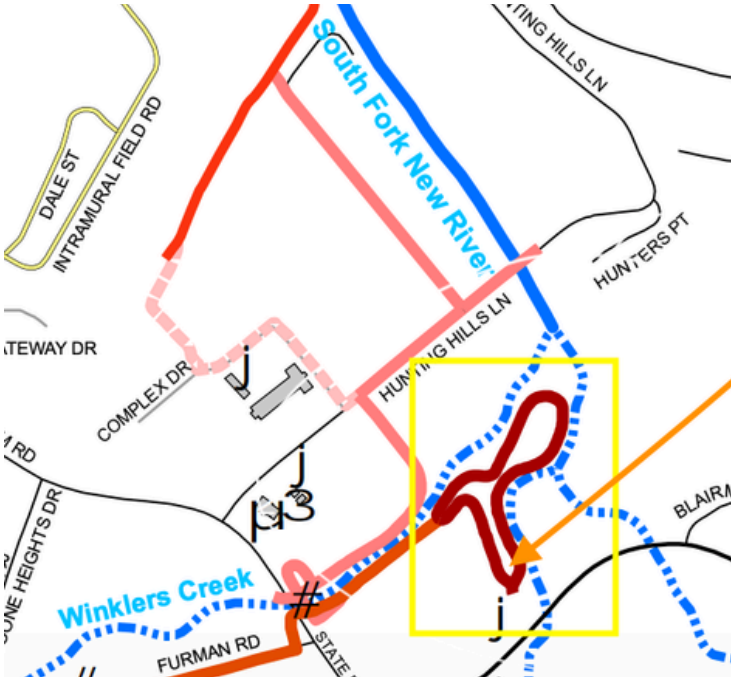
| | |
|---|---|
| **Bench base footprint** | **53 inches wide × 28 inches deep** |
| **Maximum wing width** | Approximately 72 inches |
| **Maximum overall height** | Approximately 64 inches |
| **Seat height** | Approximately 19 inches |
| **Companion post** | Approximately 4 inches in diameter × 5 feet tall |

### Proposed Location and Installation

The proposed site is the Greenway loop behind the Levine Center, off Deerfield Road. WAC has conducted a site visit with Public Works to select the bench location, considering shade, visibility, delivery access, tree roots, drainage, and clear passage along the trail. Placement will preserve an accessible route and provide enough space to approach and use the bench. If unforeseen site conditions or installation complications make the proposed location impractical, WAC will defer to the Public Works Department's guidance and work with Town staff to select a suitable alternative location.

**Site Preparation:** Installation requires a prepared concrete pad, sufficient curing time, and secure anchoring with concrete screws. Public Works will review the concrete pad and anchoring requirements and determine an appropriate installation method. Final pad dimensions, foundation details, and anchors will follow Public Works preferred specifications.

**Bench Delivery:** Delivery will be scheduled after approval and site preparation, in coordination with Public Works. An equipment provider has committed to transporting the bench for a nominal fee.









# Project Details

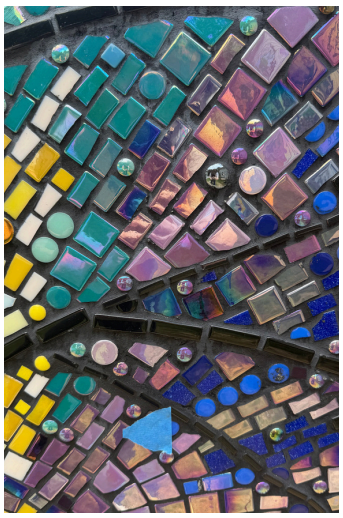
## TAKING FLIGHT: FUNDING AND MAINTENANCE

### Funding

- No Town funding is requested for artwork creation or purchase.
- The bench is a community donation supported by grants, donated materials, and contributed labor.
- WAC will use funds from the Town's contribution to the organization as part of its outside agency annual support for any additional or unforeseen expenses and long-term material maintenance.

### Maintenance and Stewardship

- The artist anticipates limited routine maintenance, primarily occasional sweeping or cleaning of debris from the seat and keeping the drainage opening clear.
- Cindy Michaud has committed to checking the bench during its first year after installation and replacing any tiles that detach. WAC proposes incorporating routine care thereafter into park maintenance, with future repairs coordinated as needed.
- WAC will document and maintain records of materials, location, artist information, care instructions, and responsibilities for repairs as part of its larger Art in the Outdoor Initiative.

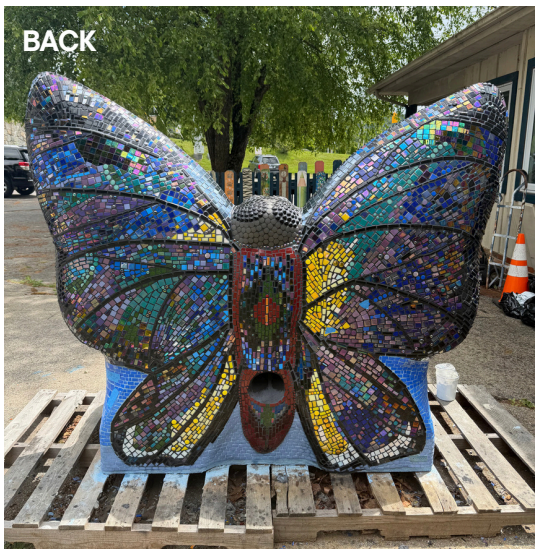


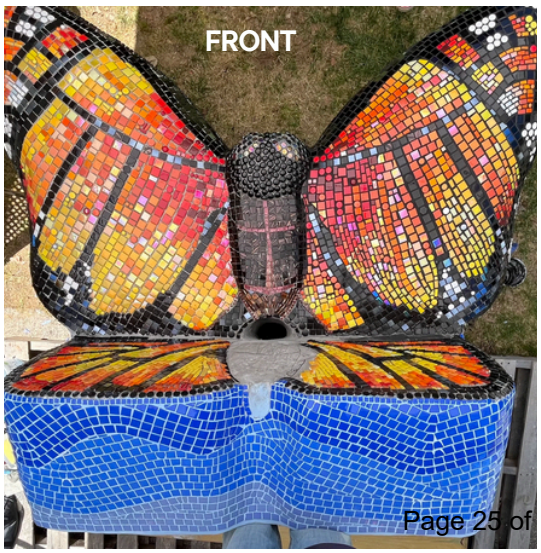










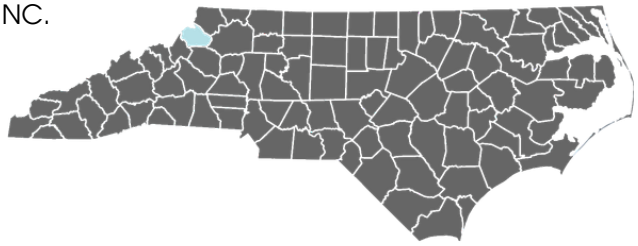
# WATAUGA COUNTY, NC

## 2026 Creative Economy Snapshot

*Home of Boone | High Country Arts, Music & Appalachian State University*

⚠ **HELENE HIGH IMPACT COUNTY:** Hurricane Helene struck Western North Carolina on September 26–27, 2024, causing widespread disruption across the region's creative economy. The 2025 estimates provide an early picture of the regional economy during the first full calendar year after Hurricane Helene.

The report looks at the creative economy in Watauga County, NC. Data from 56 creative industries was gathered using the North American Industry Classification System (NAICS) to estimate industry activity, and the Standard Occupational Classification (SOC) System was used to identify 66 arts occupations.

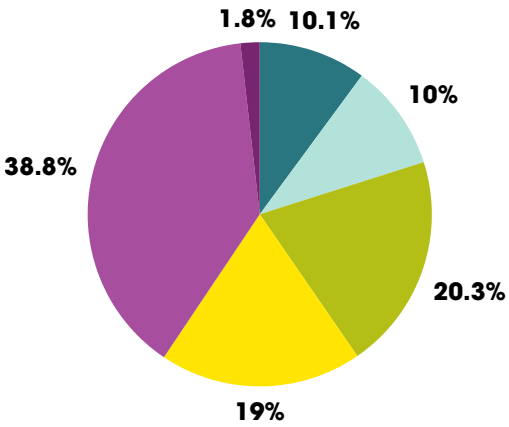


## SECTOR & INDUSTRY

*In the NAICS hierarchy, a Sector is the broadest category and an Industry the most detailed. This section compares industries by sector through GRP Earnings (wages, salaries, supplements, and proprietor income) and Sales.*

From 2024 to 2025, in Watauga County **GRP Earnings rose 14.6%** (from $21,915,345 to $25,113,069), and **Sales rose 22.5%** (from $53,300,963 to $65,281,441). Think of it as a creative economy expanding on two fronts, with sales accelerating considerably faster than earnings.

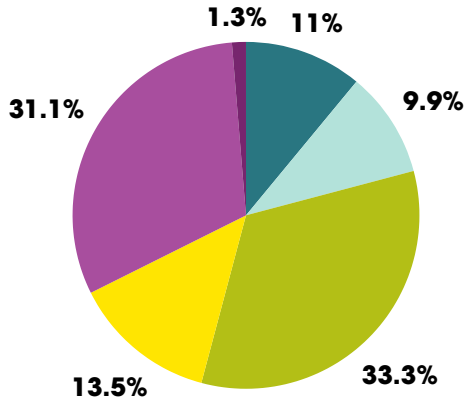
| Manufacturing | Trade | Information | Professional Services | Arts & Entertainment | Other Sectors |
|---|---|---|---|---|---|




Total GRP Earnings by Sector

**$25,113,069**

▲ 14.6% (2024-2025)




Total Sales by Sector

**$65,281,441**

▲ 22.5% (2024-2025)

### Top 5 Creative Industries by Earnings

1. Independent Artists, Writers, and Performers
2. Book Publishers
3. Photography Studios, Portrait
4. Art Dealers
5. Graphic Design Services

### Top 5 Creative Industries by Sales

1. Book Publishers
2. Independent Artists, Writers, and Performers
3. Art Dealers
4. Photography Studios, Portrait
5. Museums

***Note:*** *Advertising Agencies (down 16% earnings, 16% sales) fell out of the top 5; Book Publishers (up 112%) entered the top 5 by earnings; Museums (up 79%) entered the top 5 by sales; Book Publishers moved from #2 to #1 (up 112%) in the top 5 by sales.*

Data provided by Riverbird Research (Lightcast 2026.2) | Infographic, analysis, and interpretation by ArtsAVL

# OCCUPATION

Using SOC codes to examine the 66 arts occupations shows that **Watauga County's creative workforce grew in 2025, from 1,434 to 1,465 jobs (+2.2%)**. The leading occupations were Photographers, Musicians and Singers, Writers and Authors, Graphic Designers, and Public Relations Specialists (top five in only 3 of 28 counties).

## Top 5 Creative Jobs by Occupation

**197** Photographers
**111** Musicians and Singers
**102** Writers and Authors
**76** Graphic Designers
**68** Public Relations Specialists

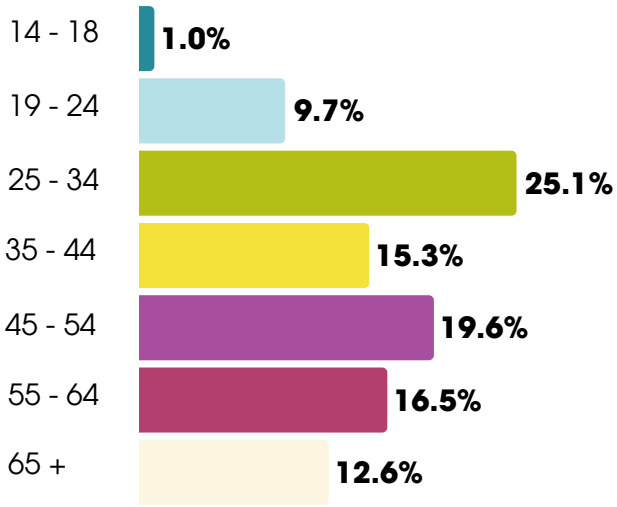
2025 Total # of Jobs
**1,465**
% Change (2024-2025)
▲ **2.2%**

## Demographics by Race/Ethnicity



| | |
|---|---|
| White | **78.2%** |
| Black or African American | **9.8%** |
| Hispanic/Latino | **7.1%** |
| Two or More Races | **2.7%** |
| Asian | **2.0%** |
| American Indian/Alaska Native | **0.2%** |
| Native Hawaiian/Pacific Islander | **0.0%** |

## Demographics by Age




## Demographics by Gender




*Demographic estimates reflect the combined 66 arts occupations, which may differ from the county overall*

watauga arts council

The artists, makers, and performers of Watauga County held on through the hardest year. Now they need partners who will hold on with them.

**Support the Watauga County Arts Council.**

**ENDNOTES:**

- Sponsored by WNC Arts, Land of Sky Regional Council, Appalachian Regional Commission, and Dogwood Health Trust.
- All data reflects a snapshot or point in time and may be subject to periodic adjustment. Margins of error may apply.
- Data in this analysis includes estimates for four Class of Worker categories: QCEW, Non-QCEW, Self-Employed, and Extended Proprietors.

Data provided by Riverbird Research (Lightcast 2026.2) | Infographic, analysis, and interpretation by ArtsAVL

## WHAT MAKES WATAUGA COUNTY STAND OUT

A University, Mountain Arts, and a Diverse Creative Economy

Watauga County combines a longstanding Appalachian arts community with the creative and educational resources of Appalachian State University. Boone and Blowing Rock support a substantial network of cultural organizations, venues, festivals, galleries, and public programs, including the Turchin Center for the Visual Arts, Schaefer Center for the Performing Arts, Blowing Rock Art & History Museum, Jones House Cultural Center, Appalachian Theatre, Boonerang Music & Arts Festival, Valle Country Fair, and First Friday Art Crawls.

The county's creative economy grew substantially in 2025, with earnings increasing 14.6% and sales 22.5%. Independent Artists, Writers, and Performers is the county's largest creative industry by earnings, while Museums, Theater Companies, Motion Picture and Video Production, Book Publishing, Newspaper Publishing, and Commercial Printing all recorded growth.

Appalachian State adds another important dimension through arts, design, music, media, and other creative programs that educate artists and creative professionals and contribute to the High Country's creative workforce.

## CRAFT SECTOR SPOTLIGHT

Fiber, Clay, Wood, Metal, and Contemporary Making

Local feedback identifies fiber arts, clay, wood, metal, photography/videography, watermedia, and writing among the creative practices represented in Watauga County.

The economic data also shows measurable activity in several craft-related industries. Ornamental and Architectural Metal Work Manufacturing grew 15.7% in earnings in 2025, while Wood Household Furniture Manufacturing grew 9.7%. Musical Instrument and Supplies Retailers, Custom Architectural Woodwork, Jewelry and Silverware Manufacturing, and Pottery and Ceramics also appear in the county's creative economy.

Together with Appalachian State's arts and design programs and the county's network of independent artists and makers, these industries reflect a craft community spanning both traditional Appalachian practices and contemporary creative work.

## WHAT THIS MEANS FOR RECOVERY

Watauga County falls within the most impacted tier for Hurricane Helene and is designated as a HUD-Identified Most Impacted and Distressed (MID) area.

While physical impacts to the arts sector were comparatively limited, Helene caused substantial economic disruption. Many artists lost studio or workspace, fall events were canceled, and artists lost important seasonal income. The Valle Country Fair and Buskers Fest were canceled, contributing to artist income loss and broader business interruption. The Watauga County Arts Council reports that artists are booking work again, although some continue to experience lower sales than before Helene.

The Arts Council responded by administering grants, opening its facility to meet physical needs, and connecting artists and businesses with funding and other resources.

A major continuing challenge is affordable creative space and infrastructure. The Arts Council reports strong demand for workspace, shared equipment, training, and business support, while its existing facility is already operating beyond capacity. Limited affordable space and access to specialized equipment also make it difficult for artists and Appalachian State graduates to build sustainable careers in the High Country.

Watauga County had 1,465 creative workers in 2025, while creative economy earnings grew 14.6% and sales grew 22.5%.

**Support the Watauga County Arts Council and the arts in Watauga County.**

Creative economy data provided by Riverbird Research (Lightcast 2026.2)
Hurricane Helene impact classification based on HUD and NC Department of Commerce CDBG-DR MID designations
Additional information from local sources | Analysis and interpretation by ArtsAVL

# APPENDIX

## Methodology

There is no right way to define the creative economy. Creativity is a fundamental part of what it means to be human and creative skill sets are naturally part of many industries and occupations. Nowhere is that influence more apparent than in the arts.

Instead of taking an expansive view, this report looks at the creative economy through the lens of an arts agency. Therefore, the scope has been limited to industries and occupations that feasibly fall within an arts agency's sphere of influence.

The North American Industry Classification System (NAICS) is used to define industries and the Standard Occupational Classification (SOC) code system is used to define occupations. These systems are nationally accepted, and provide the most reliable and current results.

Since these systems encompass all US industries and occupations, multiple focus areas can be grouped under the same code. There are aspects of the creative economy that cannot be fully captured using these code systems. Additionally, there are some pieces of other industries or occupations that do not completely apply to the arts that may be mixed in arts data.

To define the creative economy, industries and occupations that fall under one of six arts mediums were identified: performing, visual, craft, literary, media, and interdisciplinary. These mediums were then further refined to the following sub-categories:

- **Performing**: theatre, dance, music, and other types of performance
- **Visual**: painting, sculpture, photography, mixed media
- **Craft**: ceramics, glass, fiber, metal or wood
- **Literary**: writing, journalism
- **Media**: graphic and web design, radio, television, film
- **Interdisciplinary**: has a significant presence in more than one of the arts mediums

## Class of Worker

Data includes all 4 classes of worker as defined:

1. **Quarterly Census of Employment and Wages (QCEW):** The Bureau of Labor Statistics' top source for job count estimates in the United States and is derived from unemployment insurance reporting by businesses.
2. **Non-QCEW:** Employer-employee jobs that are not covered by QCEW.
3. **Self Employed:** Captures those who respond to Census surveys that the job represents a significant part of their income or time spent working.
4. **Extended Proprietors:** Covers same types of jobs as Self-employed but represent miscellaneous income for those who do not consider this to be a primary job. Use of the Extended Proprietor class is not recommended for all industries but is generally utilized as a way to more accurately capture the growing "gig" economy in the creative sector.

# CREATIVE INDUSTRIES

| Manufacturing | Trade | Information | Professional, Scientific, & Technical Services | Arts & Entertainment | Other Sectors |
|---|---|---|---|---|---|

| CODE | NAICS INDUSTRY TITLE | DEFINITION |
|---|---|---|
| 323111 | Commercial printing (except Screen and Books) (code changed in 2022, previously 323119) | This U.S. industry comprises establishments primarily engaged in commercial printing (except screen printing, books printing) without publishing (except fabric grey goods printing). The printing processes used in this industry include, but are not limited to, lithographic, gravure, flexographic, letterpress, engraving, and various digital printing technologies. This industry includes establishments engaged in commercial printing on purchased stock materials, such as stationery, invitations, labels, and similar items, on a job-order basis. Establishments primarily engaged in traditional printing activities combined with document photocopying services (i.e., quick printers) or primarily engaged in printing graphical materials using digital printing equipment are included in this industry. |
| 323113 | Commercial screen printing | This U.S. industry comprises establishments primarily engaged in screen printing without publishing (except books, fabric grey goods, and manifold business forms). This industry includes establishments engaged in screen printing on purchased stock materials, such as stationery, invitations, labels, and similar items, on a job-order basis. Establishments primarily engaged in printing on apparel and textile products, such as T-shirts, caps, jackets, towels, and napkins, are included in this industry. |
| 323117 | Books printing | This U.S. industry comprises establishments primarily engaged in printing or printing and binding books and pamphlets without publishing. |
| 323120 | Support activities for printing | This industry comprises establishments primarily engaged in performing prepress and postpress services in support of printing activities. Prepress services may include such things as platemaking, typesetting, trade binding, and sample mounting. Postpress services include such things as book or paper bronzing, die cutting, edging, embossing, folding, gilding, gluing, and indexing. |
| 325992 | Photographic film, paper, plate, chemical, and copy toner manufacturing (code changed in 2022, previously 333316) | This U.S. industry comprises establishments primarily engaged in manufacturing sensitized film, sensitized paper, sensitized cloth, sensitized plates, toners (i.e., for photocopiers, laser printers, and similar electrostatic printing devices), toner cartridges, and photographic chemicals. |
| 327110 | Pottery, ceramics and plumbing material manufacturing | This industry comprises establishments primarily engaged in shaping, molding, glazing, and firing pottery, ceramics, plumbing fixtures, and electrical supplies made entirely or partly of clay or other ceramic materials. |
| 327212 | Other pressed and blown glass and glassware manufacturing | This U.S. industry comprises establishments primarily engaged in manufacturing glass by melting silica sand or cullet and making pressed, blown, or shaped glass or glassware (except glass packaging containers). |
| 327215 | Glass product manufacturing made of purchased glass (code changed in 2022, previously 327215) | This U.S. industry comprises establishments primarily engaged in coating, laminating, tempering, or shaping purchased glass. |
| 332323 | Ornamental, sheet, and architectural metal work manufacturing | This U.S. industry comprises establishments primarily engaged in manufacturing ornamental and architectural metal work, such as staircases, metal open steel flooring, fire escapes, railings, and scaffolding. |
| 334220 | Radio and television broadcasting and wireless communications equipment manufacturing | This industry comprises establishments primarily engaged in manufacturing radio and television broadcast and wireless communications equipment. Examples of products made by these establishments are transmitting and receiving antennas, cable television equipment, GPS equipment, pagers, cellular phones, mobile communications equipment, and radio and television studio and broadcasting equipment. |

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| **334310** | Audio and video equipment manufacturing | This industry comprises establishments primarily engaged in manufacturing electronic audio and video equipment for home entertainment, motor vehicles, and public address and musical instrument amplification. Examples of products made by these establishments are digital video recorders, televisions, stereo equipment, speaker systems, household-type video cameras, jukeboxes, and amplifiers for musical instruments and public address systems. |
| **337122** | Nonupholstered wood household furniture manufacturing | This U.S. industry comprises establishments primarily engaged in manufacturing nonupholstered wood household-type furniture and freestanding cabinets (except television, stereo, and sewing machine cabinets). The furniture may be made on a stock or custom basis and may be assembled or unassembled (i.e., knockdown). |
| **337212** | Custom architectural woodwork and millwork manufacturing | This U.S. industry comprises establishments primarily engaged in manufacturing custom designed interiors consisting of architectural woodwork and fixtures utilizing wood, wood products, and plastics laminates. All of the industry output is made to individual order on a job shop basis and requires skilled craftsmen as a labor input. A job might include custom manufacturing of display fixtures, gondolas, wall shelving units, entrance and window architectural detail, sales and reception counters, wall paneling, and matching furniture. |
| **339910** | Jewelry and silverware manufacturing | This industry comprises establishments primarily engaged in one or more of the following: (1) manufacturing, engraving, chasing, or etching fine and costume jewelry; (2) manufacturing, engraving, chasing, or etching metal personal goods (i.e., small articles carried on or about the person, such as compacts or cigarette cases); (3) manufacturing, engraving, chasing, or etching precious metal solid, precious metal clad, or pewter flatware and other hollowware; (4) stamping coins; (5) manufacturing unassembled jewelry parts and stock shop products, such as sheet, wire, and tubing; (6) cutting, slabbing, tumbling, carving, engraving, polishing, or faceting precious or semiprecious stones and gems; (7) recutting, repolishing, and setting gem stones; and (8) drilling, sawing, and peeling cultured and costume pearls. This industry includes establishments primarily engaged in manufacturing precious solid, precious clad, and precious plated jewelry and personal goods. |
| **339992** | Musical instrument manufacturing | This U.S. industry comprises establishments primarily engaged in manufacturing musical instruments (except toys). |
| **423410** | Photographic equipment and supplies wholesaler | This industry comprises establishments primarily engaged in the merchant wholesale distribution of photographic equipment and supplies (except office equipment). |
| **459130** | Sewing, needlework, and piece good stores (code changed in 2022, previously 451130) | This industry comprises establishments primarily engaged in retailing new sewing supplies, fabrics, patterns, yarns, and other needlework accessories or retailing these products in combination with new sewing machines. |
| **459140** | Musical instrument and supplies retailers (code changed in 2022, previously 451140) | This industry comprises establishments primarily engaged in retailing new musical instruments, sheet music, and related supplies; or retailing these new products in combination with musical instrument repair, rental, or music instruction. |
| **459210** | Book retailers and news dealers (code changed in 2022, previously 451211) | This industry comprises establishments primarily engaged in retailing new books, newspapers, magazines, and other periodicals (without publishing). |
| **459920** | Art dealers (code changed in 2022, previously 453920) | This industry comprises establishments primarily engaged in retailing original and limited edition art works created by others. Included in this industry are establishments primarily engaged in displaying works of art for retail sale in art galleries. |
| **512110** | Motion picture and video production | This industry comprises establishments primarily engaged in producing, or producing and distributing motion pictures, videos, television programs, or television commercials. |
| **512120** | Motion picture and video distribution | This industry comprises establishments primarily engaged in acquiring distribution rights and distributing film and video productions to motion picture theaters, television networks and stations, other media broadcast and streaming outlets, and exhibitors. |
| **512131** | Motion picture theaters | This U.S. industry comprises establishments primarily engaged in operating motion picture theaters (except drive-ins) and/or exhibiting motion pictures or videos at film festivals, and so forth. |
| **512132** | Drive-in motion picture theaters | This U.S. industry comprises establishments primarily engaged in operating drive-in motion picture theaters. |

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| **512191** | Teleproduction and other postproduction services | This U.S. industry comprises establishments primarily engaged in providing specialized motion picture or video postproduction services, such as editing, film/tape transfers, subtitling, credits, closed captioning, and animation and special effects. |
| **512199** | Other motion picture and video industries | This U.S. industry comprises establishments primarily engaged in providing motion picture and video services (except motion picture and video production, distribution, exhibition, and teleproduction and other postproduction services). |
| **512230** | Music publishers | This industry comprises establishments primarily engaged in acquiring and registering copyrights for musical compositions in accordance with law and promoting and authorizing the use of these compositions in recordings, radio, television, motion pictures, live performances, print, or other media. Establishments in this industry represent the interests of the songwriter or other owners of musical compositions to produce revenues from the use of such works, generally through licensing agreements. These establishments may own the copyright or act as administrator of the music copyrights on behalf of copyright owners. Publishers of music books and sheet music are included in this industry. |
| **512240** | Sound recording studios | This industry comprises establishments primarily engaged in providing the facilities and technical expertise for sound recording in a studio. This industry includes establishments that provide audio production and postproduction services to produce master recordings. These establishments may provide audio services for film, television, and video productions. |
| **512250** | Record production and distribution | This industry comprises establishments primarily engaged in record production and/or releasing, promoting, and distributing sound recordings to wholesalers, retailers, or directly to the public. These establishments contract with artists, arrange and finance the production of original master recordings, and/or produce master recordings themselves, such as digital music and compact discs. Establishments in this industry hold the copyright to the master recording, or obtain reproduction and distribution rights to master recordings produced by others, and derive most of their revenues from the sales, leasing, licensing, or distribution of master recordings. |
| **512290** | Other sound recording industries | This industry comprises establishments primarily engaged in providing sound recording services (except record production, distribution, music publishing, and sound recording in a studio). Establishments in this industry provide services, such as the audio recording of meetings and conferences. |
| **513110** | Newspaper publishers (code changed in 2022, previously 511110) | This industry comprises establishments known as newspaper publishers. Establishments in this industry carry out operations necessary for producing and distributing newspapers, including gathering news; writing news columns, feature stories, and editorials; and selling and preparing advertisements. These establishments may publish newspapers in print or electronic form, including exclusively on the Internet. |
| **513120** | Periodical publishers (code changed in 2022, previously 511120) | This industry comprises establishments known either as magazine publishers or periodical publishers. These establishments carry out the operations necessary for producing and distributing magazines and other periodicals, such as gathering, writing, and editing articles, and selling and preparing advertisements. These establishments may publish magazines and other periodicals in print or electronic form, including exclusively on the Internet. |
| **513130** | Book publishers (code changed in 2022, previously 511130) | This industry comprises establishments known as book publishers. Establishments in this industry carry out design, editing, and marketing activities necessary for producing and distributing books. These establishments may publish books in print, electronic, or audio form, including exclusively on the Internet. |
| **513191** | Greeting card publishers (code changed in 2022, previously 511191) | This U.S. industry comprises establishments primarily engaged in publishing greeting cards. These establishments may publish works in print or electronic form, including exclusively on the Internet. |
| **513199** | All other publishers (code changed in 2022, previously 511199) | This U.S. industry comprises establishments generally known as publishers (except newspaper, magazine, book, directory, mailing list, music, software, and greeting card publishers). These establishments may publish works in print or electronic form, including exclusively on the Internet. |
| **516110** | Radio broadcasting stations (2022 rev. combined 515111 and 515112) | This industry comprises establishments primarily engaged in broadcasting aural programs by radio to the public. These establishments operate radio broadcasting studios and facilities for the programming and transmission of programs to the public. Programming may originate in their own studio, from an affiliated network, or from external sources. |

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| **516120** | Television broadcasting stations (code changed in 2022, previously 515120) | This industry comprises establishments primarily engaged in broadcasting images together with sound. These establishments operate television broadcasting studios and facilities for the programming and transmission of programs to the public. Programming may originate in their own studio, from an affiliated network, or from external sources. |
| **519210** | Libraries and archives (code changed in 2022, previously 519120) | This industry comprises establishments primarily engaged in providing library or archive services. These establishments are engaged in maintaining collections of documents (e.g., books, journals, newspapers, and music) and facilitating the use of such documents (recorded information regardless of its physical form and characteristics) as required to meet the informational, research, educational, or recreational needs of their user. These establishments may also acquire, research, store, preserve, and generally make accessible to the public historical documents, photographs, maps, audio material, audiovisual material, and other archival material of historical interest. All or portions of these collections may be accessible electronically. |
| **532282** | Video tape and disc rental | This U.S. industry comprises establishments primarily engaged in renting prerecorded video tapes and discs for home electronic equipment, including renting through vending machines. |
| **541420** | Industrial design services | This industry comprises establishments primarily engaged in creating and developing designs and specifications that optimize the use, value, and appearance of products. These services can include the determination of the materials, construction, mechanisms, shape, color, and surface finishes of the product, taking into consideration human characteristics and needs, safety, market appeal, and efficiency in production, distribution, use, and maintenance. Establishments providing automobile or furniture industrial design services or industrial design consulting services are included in this industry. |
| **541430** | Graphic design services | This industry comprises establishments primarily engaged in planning, designing, and managing the production of visual communication in order to convey specific messages or concepts, clarify complex information, or project visual identities. These services can include the design of printed materials, packaging, advertising, signage systems, and corporate identification (logos). This industry also includes commercial artists engaged exclusively in generating drawings and illustrations requiring technical accuracy or interpretative skills. |
| **541810** | Advertising agencies | This industry comprises establishments primarily engaged in creating advertising campaigns and placing such advertising in print and digital periodicals, newspapers, radio and television, or other media. These establishments are organized to provide a full range of services (i.e., through in-house capabilities or subcontracting), including advice, creative services, account management, production of advertising content, media planning, and buying (i.e., placing advertising). |
| **541921** | Photography studios, portrait | This U.S. industry comprises establishments known as portrait studios primarily engaged in providing still, video, or digital portrait photography services. |
| **541922** | Commercial photography | This U.S. industry comprises establishments primarily engaged in providing commercial photography services, generally for advertising agencies, publishers, and other business and industrial users. |
| **611610** | Fine arts schools | This industry comprises establishments primarily engaged in offering instruction in the arts, including dance, art, drama, and music. |
| **711110** | Theater companies and dinner theaters | This industry comprises (1) companies, groups, or theaters primarily engaged in producing the following live theatrical presentations: musicals; operas; plays; and comedy, improvisational, mime, and puppet shows and (2) establishments, commonly known as dinner theaters, engaged in producing live theatrical productions and in providing food and beverages for consumption on the premises. Theater groups or companies may or may not operate their own theater or other facility for staging their shows. |
| **711120** | Dance companies | This industry comprises companies, groups, or theaters primarily engaged in producing all types of live theatrical dance (e.g., ballet, contemporary dance, folk dance) presentations. Dance companies or groups may or may not operate their own theater or other facility for staging their shows. |
| **711130** | Musical groups and artists | This industry comprises (1) groups primarily engaged in producing live musical entertainment (except theatrical musical or opera productions) and (2) independent (i.e., freelance) artists primarily engaged in providing live musical entertainment. Musical groups and artists may perform in front of a live audience or in a studio, and may or may not operate their own facilities for staging their shows. |

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| **711190** | Other performing arts companies | This industry comprises companies or groups (except theater companies, dance companies, and musical groups and artists) primarily engaged in producing live theatrical presentations. |
| **711310** | Promoters of performing arts, sports, and similar events with facilities | This industry comprises establishments primarily engaged in (1) organizing, promoting, and/or managing live performing arts productions, sports events, and similar events, such as state fairs, county fairs, agricultural fairs, concerts, and festivals, held in facilities that they manage and operate and/or (2) managing and providing the staff to operate arenas, stadiums, theaters, or other related facilities for rent to other promoters. |
| **711320** | Promoters of performing arts, sports, and similar events without facilities | This industry comprises promoters primarily engaged in organizing, promoting, and/or managing live performing arts productions, sports events, and similar events, such as state fairs, county fairs, agricultural fairs, concerts, and festivals, in facilities that are managed and operated by others. Theatrical (except motion picture) booking agencies are included in this industry. |
| **711410** | Agents and managers for artists, athletes, entertainers, and other public figures | This industry comprises establishments of agents and managers primarily engaged in representing and/or managing creative and performing artists, sports figures, entertainers, and other public figures. The representation and management includes activities, such as representing clients in contract negotiations; managing or organizing clients' financial affairs; and generally promoting the careers of their clients. |
| **711510** | Independent artists, writers, and performers | This industry comprises independent (i.e., freelance) individuals primarily engaged in performing in artistic productions, in creating artistic and cultural works or productions, or in providing technical expertise necessary for these productions. This industry also includes athletes and other celebrities exclusively engaged in endorsing products and making speeches or public appearances for which they receive a fee. |
| **712110** | Museums | This industry comprises establishments primarily engaged in the preservation and exhibition of objects of historical, cultural, and/or educational value. |
| **712120** | Historical sites | This industry comprises establishments primarily engaged in the preservation and exhibition of sites, buildings, forts, or communities that describe events or persons of particular historical interest. Archeological sites, battlefields, historical ships, and pioneer villages are included in this industry. |
| **812921** | Photofinishing laboratories (except one-hour) | This U.S. industry comprises establishments (except those known as "one-hour" photofinishing labs) primarily engaged in developing film and/or making photographic slides, prints, and enlargements. |

# CREATIVE OCCUPATIONS

| Business and Financial Operations Occupations | Life, Physical, and Social Science Occupations | Arts, Design, Entertainment, Sports, and Media Occupations | Sales and Related Occupations | Installation, Maintenance, and Repair Occupations |
|---|---|---|---|---|
| Computer and Mathematical Occupations | Educational Instruction and Library Occupations | Personal Care and Service Occupations | Office and Administrative Support Occupations | Production Occupations |

| CODE | SOC OCCUPATION TITLE | DEFINITION |
|---|---|---|
| 13-1011 | Agents and business managers of artists, performers, and athletes | Represent and promote artists, performers, and athletes in dealings with current or prospective employers. May handle contract negotiation and other business matters for clients. |
| 13-1121 | Meeting, Convention, and Event Planners | Coordinate activities of staff, convention personnel, or clients to make arrangements for group meetings, events, or conventions. |
| 15-1255 | Web and Digital Interface Designers | Design digital user interfaces or websites. Develop and test layouts, interfaces, functionality, and navigation menus to ensure compatibility and usability across browsers or devices. May use web framework applications as well as client-side code and processes. May evaluate web design following web and accessibility standards, and may analyze web use metrics and optimize websites for marketability and search engine ranking. May design and test interfaces that facilitate the human-computer interaction and maximize the usability of digital devices, websites, and software with a focus on aesthetics and design. May create graphics used in websites and manage website content and links. Excludes "Special Effects Artists and Animators" (27-1014) and "Graphic Designers" (27-1024). |
| 19-3093 | Historians | Research, analyze, record, and interpret the past as recorded in sources, such as government and institutional records, newspapers and other periodicals, photographs, interviews, films, electronic media, and unpublished manuscripts, such as personal diaries and letters. |
| 25-4011 | Archivists | Appraise, edit, and direct safekeeping of permanent records and historically valuable documents. Participate in research activities based on archival materials. |
| 25-4012 | Curators | Administer collections, such as artwork, collectibles, historic items, or scientific specimens of museums or other institutions. May conduct instructional, research, or public service activities of institution. |
| 25-4013 | Museum technicians and conservators | Restore, maintain, or prepare objects in museum collections for storage, research, or exhibit. May work with specimens such as fossils, skeletal parts, or botanicals; or artifacts, textiles, or art. May identify and record objects or install and arrange them in exhibits. Includes book or document conservators. |
| 25-4022 | Librarians and Media Collections Specialists | Administer and maintain libraries or collections of information, for public or private access through reference or borrowing. Work in a variety of settings, such as educational institutions, museums, and corporations, and with various types of informational materials, such as books, periodicals, recordings, films, and databases. Tasks may include acquiring, cataloging, and circulating library materials, and user services such as locating and organizing information, providing instruction on how to access information, and setting up and operating a library's media equipment. |

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| **25-4031** | Library technicians | Assist librarians by helping readers in the use of library catalogs, databases, and indexes to locate books and other materials; and by answering questions that require only brief consultation of standard reference. Compile records; sort and shelve books or other media; remove or repair damaged books or other media; register patrons; and check materials in and out of the circulation process. Replace materials in shelving area (stacks) or files. Includes bookmobile drivers who assist with providing services in mobile libraries. |
| **27-1011** | Art directors | Formulate design concepts and presentation approaches for visual productions and media, such as print, broadcasting, video, and film. Direct workers engaged in artwork or layout design. Excludes "Set and Exhibit Designers" (27-1027). |
| **27-1012** | Craft artists | Create or reproduce handmade objects for sale and exhibition using a variety of techniques, such as welding, weaving, pottery, and needlecraft. |
| **27-1013** | Fine artists, including painters, sculptors, and illustrators | Create original artwork using any of a wide variety of media and techniques. |
| **27-1014** | Special Effects Artists and Animators | Create special effects or animations using film, video, computers, or other electronic tools and media for use in products, such as computer games, movies, music videos, and commercials. |
| **27-1019** | Artists and related workers, all other | All artists and related workers not listed separately. |
| **27-1021** | Commercial and industrial designers | Design and develop manufactured products, such as cars, home appliances, and children's toys. Combine artistic talent with research on product use, marketing, and materials to create the most functional and appealing product design. |
| **27-1022** | Fashion designers | Design clothing and accessories. Create original designs or adapt fashion trends. |
| **27-1024** | Graphic designers | Design or create graphics to meet specific commercial or promotional needs, such as packaging, displays, or logos. May use a variety of mediums to achieve artistic or decorative effects. Excludes "Web and Digital Interface Designers" (15-1255). |
| **27-1026** | Merchandise displayers and window trimmers | Plan and erect commercial displays, such as those in windows and interiors of retail stores and at trade exhibitions. |
| **27-1027** | Set and exhibit designers | Design special exhibits and sets for film, video, television, and theater productions. May study scripts, confer with directors, and conduct research to determine appropriate architectural styles. |
| **27-1029** | Designers, all other | All designers not listed separately. |
| **27-2011** | Actors | Play parts in stage, television, radio, video, or film productions, or other settings for entertainment, information, or instruction. Interpret serious or comic role by speech, gesture, and body movement to entertain or inform audience. May dance and sing. |
| **27-2012** | Producers and directors | Produce or direct stage, television, radio, video, or film productions for entertainment, information, or instruction. Responsible for creative decisions, such as interpretation of script, choice of actors or guests, set design, sound, special effects, and choreography. |
| **27-2031** | Dancers | Perform dances. May perform on stage, for broadcasting, or for video recording. |
| **27-2032** | Choreographers | Create new dance routines. Rehearse performance of routines. May direct and stage presentations. |
| **27-2041** | Music directors and composers | Conduct, direct, plan, and lead instrumental or vocal performances by musical artists or groups, such as orchestras, bands, choirs, and glee clubs; or create original works of music. |
| **27-2042** | Musicians and singers | Play one or more musical instruments or sing. May perform on stage, for broadcasting, or for sound or video recording. |

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| **27-2091** | Disc Jockeys, Except Radio | Play prerecorded music for live audiences at venues or events such as clubs, parties, or wedding receptions. May use techniques such as mixing, cutting, or sampling to manipulate recordings. May also perform as emcee (master of ceremonies). Radio disc jockeys are included in "Broadcast Announcers and Radio Disc Jockeys" (27-3011). Excludes "Musicians and Singers" (27-2042), "Audio and Video Technicians" (27-4011), and "Sound Engineering Technicians" (27-4014). |
| **27-2099** | Miscellaneous Entertainers and Performers, Sports and Related Workers | All entertainers and performers, sports and related workers not listed separately. |
| **27-3011** | Broadcast Announcers and Radio Disc Jockeys | Speak or read from scripted materials, such as news reports or commercial messages, on radio, television, or other communications media. May play and queue music, announce artist or title of performance, identify station, or interview guests. Excludes "News Analysts, Reporters, and Journalists" (27-3023). |
| **27-3023** | News Analysts, Reporters, and Journalists | Narrate or write news stories, reviews, or commentary for print, broadcast, or other communications media such as newspapers, magazines, radio, or television. May collect and analyze information through interview, investigation, or observation. |
| **27-3031** | Public relations specialists | Promote or create an intended public image for individuals, groups, or organizations. May write or select material for release to various communications media. May specialize in using social media. |
| **27-3041** | Editors | Plan, coordinate, revise, or edit written material. May review proposals and drafts for possible publication. |
| **27-3042** | Technical writers | Write technical materials, such as equipment manuals, appendices, or operating and maintenance instructions. May assist in layout work. |
| **27-3043** | Writers and authors | Originate and prepare written material, such as scripts, stories, advertisements, and other material. Excludes "News Analysts, Reporters, and Journalists" (27-3023), "Public Relations Specialists" (27-3031), and "Technical Writers" (27-3042). |
| **27-3091** | Interpreters and translators | Interpret oral or sign language, or translate written text from one language into another. |
| **27-3099** | Media and Communication Workers, All Other | All media and communication workers not listed separately. |
| **27-4011** | Audio and Video Technicians | Set up, maintain, and dismantle audio and video equipment, such as microphones, sound speakers, connecting wires and cables, sound and mixing boards, video cameras, video monitors and servers, and related electronic equipment for live or recorded events, such as concerts, meetings, conventions, presentations, podcasts, news conferences, and sporting events. Excludes "Sound Engineering Technicians" (27-4014), "Lighting Technicians" (27-4015), and "Audiovisual Equipment Installers and Repairers" (49-2097). |
| **27-4012** | Broadcast technicians | Set up, operate, and maintain the electronic equipment used to acquire, edit, and transmit audio and video for radio or television programs. Control and adjust incoming and outgoing broadcast signals to regulate sound volume, signal strength, and signal clarity. Operate satellite, microwave, or other transmitter equipment to broadcast radio or television programs. |
| **27-4014** | Sound engineering technicians | Assemble and operate equipment to record, synchronize, mix, edit, or reproduce sound, including music, voices, or sound effects, for theater, video, film, television, podcasts, sporting events, and other productions. Excludes "Audio and Video Technicians" (27-4011). |

| | | |
|---|---|---|
| **27-4015** | Lighting Technicians | Set up, maintain, and dismantle light fixtures, lighting control devices, and the associated lighting electrical and rigging equipment used for photography, television, film, video, and live productions. May focus or operate light fixtures, or attach color filters or other lighting accessories. Excludes "Audio and Video Technicians" (27-4011). |
| **27-4021** | Photographers | Photograph people, landscapes, merchandise, or other subjects. May use lighting equipment to enhance a subject's appearance. May use editing software to produce finished images and prints. Includes commercial and industrial photographers, scientific photographers, and photojournalists. Excludes "Camera Operators, Television, Video, and Film" (27-4031). |
| **27-4031** | Camera Operators, Television, Video, and Film | Operate television, video, or film camera to record images or scenes for television, video, or film productions. |
| **27-4032** | Film and video editors | Edit moving images on film, video, or other media. May work with a producer or director to organize images for final production. May edit or synchronize soundtracks with images. Excludes "Sound Engineering Technicians" (27-4014). |
| **27-4099** | Media and Communication Equipment Workers, All Other | All media and communication equipment workers not listed separately. |
| **39-3021** | Motion Picture Projectionists | Set up and operate motion picture projection and related sound reproduction equipment. |
| **39-3031** | Ushers, lobby attendants, and ticket takers | Assist patrons at entertainment events by performing duties, such as collecting admission tickets and passes from patrons, assisting in finding seats, searching for lost articles, and helping patrons locate such facilities as restrooms and telephones. |
| **39-3092** | Costume attendants | Select, fit, and take care of costumes for cast members, and aid entertainers. May assist with multiple costume changes during performances. |
| **39-3099** | Entertainment attendants and related workers, all other | All entertainment attendants and related workers not listed separately. |
| **39-5091** | Makeup artists, theatrical and performance | Apply makeup to performers to reflect period, setting, and situation of their role. |
| **41-9012** | Models | Model garments or other apparel and accessories for prospective buyers at fashion shows, private showings, or retail establishments. May pose for photos to be used in magazines or advertisements. May pose as subject for paintings, sculptures, and other types of artistic expression. |
| **43-4121** | Library assistants, clerical | Compile records, and sort, shelve, issue, and receive library materials such as books, electronic media, pictures, cards, slides and microfilm. Locate library materials for loan and replace material in shelving area, stacks, or files according to identification number and title. Register patrons to permit them to borrow books, periodicals, and other library materials. Excludes "Library Technicians" (25-4031). |
| **49-9061** | Camera and Photographic Equipment Repairers | Repair and adjust cameras and photographic equipment, including commercial video and motion picture camera equipment. |
| **49-9063** | Musical instrument repairers and tuners | Repair percussion, stringed, reed, or wind instruments. May specialize in one area, such as piano tuning. Excludes "Audiovisual Equipment Installers and Repairers"' (49-2097) who repair electrical and electronic musical instrument |
| **51-5112** | Printing press operators | Set up and operate digital, letterpress, lithographic, flexographic, gravure, or other printing machines. Includes short-run offset printing presses. |
| **51-5113** | Print Binding and Finishing Workers | Bind books and other publications or finish printed products by hand or machine. May set up binding and finishing machines. |

| | | |
|---|---|---|
| **51-6051** | Sewers, hand | Sew, join, reinforce, or finish, usually with needle and thread, a variety of manufactured items. Includes weavers and stitchers. |
| **51-6052** | Tailors, dressmakers, and custom sewers | Design, make, alter, repair, or fit garments. |
| **51-7011** | Cabinetmakers and bench carpenters | Cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut, or shape lumber or to fabricate parts for wood products. Excludes "Woodworking Machine Setters, Operators, and Tenders" (51-7040). |
| **51-7021** | Furniture finishers | Shape, finish, and refinish damaged, worn, or used furniture or new high-grade furniture to specified color or finish. |
| **51-7031** | Model makers, wood | Construct full-size and scale wooden precision models of products. Includes wood jig builders and loft workers. |
| **51-9051** | Furnace, kiln, oven, drier, and kettle operators and tenders | Operate or tend heating equipment other than basic metal, plastic, or food processing equipment. Includes activities such as annealing glass, drying lumber, curing rubber, removing moisture from materials, or boiling soap. |
| **51-9071** | Jewelers and precious stone and metal workers | Design, fabricate, adjust, repair, or appraise jewelry, gold, silver, other precious metals, or gems. Includes diamond polishers and gem cutters, and persons who perform precision casting and modeling of molds, casting metal in molds, or setting precious and semiprecious stones for jewelry and related products. |
| **51-9123** | Painting, Coating, and Decorating Workers | Paint, coat, or decorate articles, such as furniture, glass, plateware, pottery, jewelry, toys, books, or leather. Excludes "Artists and Related Workers"' (27-1010), "Designers" (27-1020), "Photographic Process Workers and Processing Machine Operators" (51-9151), and "Etchers and Engravers" (51-9194 |
| **51-9151** | Photographic process workers and processing machine operators | Perform work involved in developing and processing photographic images from film or digital media. May perform precision tasks such as editing photographic negatives and prints. |
| **51-9194** | Etchers and engravers | Engrave or etch metal, wood, rubber, or other materials. Includes such workers as etcher-circuit processors, pantograph engravers, and silk screen etchers. Photoengravers are included in "Prepress Technicians and Workers" (51-5111). |
| **51-9195** | Molders, shapers, and casters (except metal and plastic) | Mold, shape, form, cast, or carve products such as food products, figurines, tile, pipes, and candles consisting of clay, glass, plaster, concrete, stone, or combinations of materials. |

# Town of Boone
# Agenda Item Action Request Form

**This form must be completed and attached to all supporting documentation for items to be included in the Town of Boone Council agenda. One (1) form per agenda item.**

**Submitted By:** Joshua Eller, Deputy Director of Public Works

**Department:** Public Utilities

**Contact Phone:** 828.268.6250

**Email:** josh.eller@boonenc.gov

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:**

**Item Title:** Water Loss Audit Project — Cavanaugh PSA

**Summary of Information:** Following our recent request for qualifications solicitation for the Water Loss Audit, our review panel selected Cavanaugh. Enclosed for your consideration is a Professional Services Agreement between the Town of Boone and Cavanaugh for $150,000, funded through our Asset Inventory and Assessment (AIA) Grant; therefore, the Town will incur no expenses. Staff recommends approval of this request. Thank you.

**SCOPE OF SERVICES**

**Stage 1: Establish Baseline Validated Audit**

*Objective Statement: Establish baseline auditing practice, conduct advanced validation to determine levels of uncertainty and any impacts that will affect Non-Revenue Water (NRW) reduction strategy in subsequent phases of work.*

*Kick-off & Orientation Meeting*

*Water Audit Compilation and Level 1 Validation – Calendar Year 2025 or Fiscal Year FY 2025/26 (July 1 – June 30)*

- Discovery
  - Conduct kickoff meeting with utility staff
  - Compilation and review of all immediately available records regarding water production, consumption, billing, finance, distribution and storage operations.
  - Conduct interviews with all pertinent staff regarding same
- Top-Down Analysis
  - Synthesize all records and water system data into AWWA M36 Standard Water Audit format:
  - Calculation of water balance inputs from detailed data discovery
  - Top-down validation of detailed input calculations:
    - Basic Lag-Time Adjustments on Annual Consumption Data
    - Master Meter Error Adjustment
    - Composite Customer Metering Inaccuracies
    - Average System Operating Pressure
    - Composite Customer Retail Unit Cost
    - Variable Production Cost
  - Review of Data Validity Scoring
    - Staff interviews regarding operational and data management practices
    - Assessment of data confidence grades for all Water Audit inputs
    - Determination of global Data Validity Score
- Top-Down Assessment of Key Performance Indicators for system efficiency
- Perform Level 1 Validation per WRF 5057 specifications
- Development of Level 1 validation basis documentation
- Team and Leadership Presentation of Results

**Stage 2: Level 2 Validation of Water Balance with Uncertainty Analysis**

*Objective Statement: To validate the source data from the originating data systems feeding the water balance inputs and establish statistical confidence levels on the water balance outputs.*

- Advanced Supply and Consumption Data Analysis: We will extract high-resolution SCADA flow data to analyze historical supply volumes for trends, anomalies, and "data gaps," such as null or zero values that contribute unseen errors to the water audit. For consumption data, we will extract raw, account-level billing data from the Customer Information System (CIS) to investigate zero values, negative consumption, and high/low outliers.
- Customer and Meter Profiling: We will develop detailed customer and meter profiles to validate consumption totals globally, as well as by account, customer class, and rate code. To address Customer Metering Inaccuracies (CMI), we will leverage existing meter accuracy data, purchase records, and complaint histories to calculate composite accuracy across minimum, intermediate, and maximum flow rates. Additionally, flow profiling and data logging can be utilized to evaluate whether meters are properly sized for their applications.
- Business Process Mapping and Lag-Time Adjustments: We will flowchart the City's existing business processes from initial meter reading to customer billing. This helps identify systematic data handling errors (such as transcription or multiplier errors). We will also apply critical lag-time adjustments to prorate metered consumption, ensuring it aligns perfectly with the exact 12-month water balance period.
- Uncertainty Analysis and 95% Confidence Intervals: Utilizing the results of our raw data analysis, we will calculate the 95% statistical confidence limits for both aggregate and individual NRW components. This establishes a clear uncertainty band (+/-) on the audit results and provides a prioritized ranking of which volume inputs to focus on to achieve the greatest improvement in data confidence.
- Real Loss Component Analysis (Break Data Analysis): To thoroughly understand physical losses, we will perform a Real Loss Component Analysis (RLCA) using Water Research Foundation (WRF) standards. By deeply analyzing the City's historical main and service line break data, we will disaggregate total physical water loss into three subcomponents: reported leakage, unreported leakage, and background leakage.

**Stage 3: Economic Analysis**

*Objective Statement: Assess the magnitude of volumes and costs between the current and target non-revenue water at the component and aggregate levels to establish NRW targets.*

- NRW Gap Analysis
  - Evaluation of current practices and policies against best-practices detailed in the M36 Manual
  - Preliminary analysis of current NRW program versus optimized NRW program, to establish reduction potential and prioritization of NRW components
  - Development of NRW component mapping and analysis for preliminary target setting:
    - Unbilled Consumption components
    - Apparent Loss components with emphasis on optimizing metering losses
    - Real Loss components with emphasis on reduction of unreported losses
    - Aggregated NRW target setting
- Summary of findings
  - Analysis of NRW reduction potential
  - Recommended targets

**Stage 4: Non-Revenue Water Program Design**

*Objective Statement: Design system-specific activities for NRW reduction pursuant to established targets.*

- Design of near and long-term NRW Program recommendations for the management and reduction of Non-Revenue Water, and improvements in system efficiency benchmarking and Data Validity
- Evaluation of existing demand management program, and gap analysis for long-term conservation objectives
- Incorporation of long-term water loss management (supply side conservation) objectives into overall utility demand forecasting
- Development of Program implementation plan, with prioritization and benefit/cost estimations

**Reporting**

- Internal Report for Town of Boone
    - Includes all technical details & program designs

**Fee & Estimated Schedule**

| Description | Fee |
|---|---|
| **Stage 1: Water Audit Validation** | **$ 15,000.00** |
| Water Audit Data Request & Fulfillment | |
| Validated CY 2025 Water Audit completed | |
| **Stage 2: Level 2 Validation** | **$ 94,000.00** |
| Billing Data Request & Fulfillment | |
| Consumption/Billing Data Analysis | **$ 18,500.00** |
| Billing Department Meeting | |
| Business Process Mapping | **$ 7,500.00** |
| Supply Data Request & Fulfillment | |
| Supply Data Analysis | **$ 18,500.00** |
| Customer Meter Data Request & Fulfillment | |
| Customer Meter Profiling | **$ 18,500.00** |
| Leak Data Request & Fulfillment | |
| Real Loss Component Analysis | **$ 18,500.00** |
| Uncertainty Analysis | **$ 12,500.00** |
| **Stage 3: Economic Analysis** | **$ 21,000.00** |
| Economic Analysis | |
| **Stage 4: Program Design/Reporting** | **$ 20,000.00** |
| Program Design/Report | |
| **Scope of Services Lump Sum Fee** | **$ 150,000.00** |

| Project Stage | Timeline |
|---|---|
| Stage 1: Water Audit Validation | Weeks 1 – 3 |
| Stage 2: Level 2 Validation | Weeks 4 – 10 |
| Stage 3: Economic Analysis | Week 11 |
| Stage 4: Program Design, Reporting & Close-out | Weeks 12 – 13 |

**Terms and Conditions**

Consulting Engineer (CE) shall perform the services outlined in this Exhibit for the stated fee agreement.

Fee

Fee shall be lump sum as described in this exhibit. Any direct costs for CE's travel are included in the lump sum fee. CE shall invoice monthly based upon percent complete of scope. Additional services, if requested by the Client, may be provided as negotiated and agreed by CE and Client.

Billings/Payment

Invoices will be submitted monthly for services and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and the CE may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainer (If applicable) shall be credited on the final invoice. Interest will be charged at 1.5% (or the legal rate) per month on any unpaid and past-due balance. In the event any portion or all of an account remains unpaid for 90 days after billing, the client shall pay the cost of collection, including the attorney's fees.

Professional Liability

As set forth in the attached certificate of insurance, CE maintains professional liability coverage of $2,000,000.00 occurrence/ $2,000,000.00 total for damages as a result of our negligent acts, errors or omissions and shall maintain such coverage throughout the term of this agreement. CE's liability for this project for its negligent acts, errors or omissions will be limited to the amount of said insurance. Upon request, a current certificate of insurance will be provided as proof of coverage.

Other insurance

CE maintains the additional insurance coverages set forth in the attached Certificate of Insurance, and shall maintain such coverages throughout the term of this agreement.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder after receiving written notice and a reasonable period of time, not to exceed 15 days, to come into compliance with said obligations. In the event of termination, the Client shall pay the CE for all services rendered to the date of the termination.

This Agreement is respectfully submitted by:

Drew Blackwell



Managing Partner, Director of Water Efficiency
**Cavanaugh**

Signed: September 3, 2026

**Authorization**

Printed Name: _____
Date: _____

**Billing Information**
Address: _____
_____
_____

Contact Name: _____
Contact Email: _____

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/3/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Davidson, NC-Wade Associates-Hub International Carolinas<br>PO BOX 1209<br>Davidson, NC 28036 | PHONE (A/C, No, Ext): (704) 892-9297 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Selective Insurance Company of America | 12572 |
| INSURER B : Selective Insurance Company of the Southeast | 39926 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Cavanaugh & Associates, PA
PO Box 11197
Winston Salem, NC 27116

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | S 2003177 | 12/1/2025 | 12/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 500,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY X SCHEDULED AUTOS<br>X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | S 2003177 | 12/1/2025 | 12/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | S 2003177 | 12/1/2025 | 12/1/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC 7978836 | 12/1/2025 | 12/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 500,000<br>$ 500,000<br>$ 500,000 |
| A | Cyber Liability | | | S 2003177 | 12/1/2025 | 12/1/2026 | | 100,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

Town of Boone
321 East King Street
Boone, NC 28607

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**





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# Town of Boone
# Agenda Item Action Request Form

**This form must be completed and attached to all supporting documentation for items to be included in the Town of Boone Council agenda. One (1) form per agenda item.**

**Submitted By:** Joshua Eller, Deputy Director of Public Works

**Department:** Public Utilities

**Contact Phone:** 828.268.6250

**Email:** josh.eller@boonenc.gov

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:** For Action

**Item Title:** Consideration of Work Management Software Systems

**Summary of Information:** As a result of our recent solicitation process for the software solutions, Mavtrek by Thinking Hats Technologies was selected. Enclosed for your consideration is a purchase proposal for $46,583.75, of which $40,000 will be funded through our Asset Inventory and Assessment (AIA) Grant. Staff recommends approval of this purchase.

**Thinking Hats Technologies**

806 Green Valley Rd Ste. 200
Greensboro, NC 27408
billing@thinkinghatstech.com
https://www.thinkinghatstech.com

BILL TO
Public Works
321 East King Street
Boone, NC 28607 US

| | |
|---|---|
| INVOICE | 1046 |
| DATE | 09/01/2026 |
| TERMS | Net 30 |
| DUE DATE | 10/01/2026 |

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|
| Mavtrek Work Management Software, AWS GovCloud Deployed, Single Department, Unlimited Users, Essential Support, 8HRS/Month Managed Admin | 1 | 8,585.00 | 8,585.00 |
| Asset Management Module | 1 | 1,890.00 | 1,890.00 |
| Resource Management Module | 1 | 2,564.00 | 2,564.00 |
| Request Management Module | 1 | 980.00 | 980.00 |
| ArcGIS Asset Sync Integration | 1 | 1,890.00 | 1,890.00 |
| CenterLogix 811 Integration | 1 | 1,500.00 | 1,500.00 |
| Phase One — Discovery and Implementation Plan | 1 | 6,500.00 | 6,500.00 |
| Phase Two — Crawl Implementation and Initial Go-Live | 1 | 15,000.00 | 15,000.00 |
| Phase Three — Five Priority Workflow Implementations | 1 | 12,000.00 | 12,000.00 |
| Pro-rated Discount for 10/1 Start -3 Months | -1 | 4,325.25 | -4,325.25 |

Truist Bank ACH Information:
Routing #: 053101121
Account #: 1340027095592

BALANCE DUE **$46,583.75**

# Town of Boone
# Agenda Item Action Request Form

**This form must be completed and attached to all supporting documentation for items to be included in the Town of Boone Council agenda. One (1) form per agenda item.**

**Submitted By:** Joshua Eller, Deputy Director of Public Works

**Department:** Public Utilities

**Contact Phone:** 828.268.6250

**Email:** josh.eller@boonenc.gov

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:** For Action

**Item Title:** Consideration of Engineering Services Agreement for New River Hills Lift Station — Hazard Mitigation Project

**Summary of Information:** Resulting from our recent request for qualifications solicitation for the New River Hills Lift Station – Hazard Mitigation project, our review panel selected McGill Associates. Enclosed for your consideration is an Engineering Services Agreement between the Town of Boone and McGill Associates for $342,400, to be funded as part of the SFR Hurricane Helen allocation; therefore, the Town will incur no expenses. Staff recommends approval of this agreement.

# AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the _____day of _____ **2026** by and between **the Town of Boone** (OWNER) and McGill Associates, P.A. (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **New River Hills Lift Station**, and

WHEREAS, the ENGINEER desires to provide professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

## SECTION 1 - GENERAL SERVICES

**The ENGINEER shall:**

1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in appropriate phases of the PROJECT; serve as OWNER's professional engineering representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.

1.2 The ENGINEER shall provide appropriate personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All appropriate services rendered hereunder shall be performed by the ENGINEER or under his supervision and the personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services. None of the services covered by this Agreement shall be subcontracted without the prior approval of the OWNER.

1.3 The ENGINEER shall assist the OWNER in pursuing approvals and permits from appropriate governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.

1.4 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for

Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.

1.5 The ENGINEER shall comply with appropriate existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include appropriate requirements hereunder in any subcontract written by him in association with this Agreement.

## SECTION 2 - BASIC SERVICES

### 2.1 ENGINEERING REPORT and ENVIRONMENTAL INFORMATION DOCUMENT

2.1.1 Meet with Town staff to confirm the basis of design, property acquisition, system operation and schedule.

2.1.2 Perform an initial site visit.

2.1.3 Develop an Engineering Report (ER) / Environmental Information Document (EID) meeting the requirements of NCDEQ - Division of Water Infrastructure (DWI).

2.1.4 Produce and submit the ER/EID to DWI and make all reasonable attempts to respond to comments to gain approval of the ER/EID.

### 2.2 FLOODPLAIN ANALYSES (if necessary)

Due to the project's proximity to the South Fork New River, a portion of the project may be within a special flood hazard area (SFHA) floodway. If necessary, the ENGINEER will perform the Floodplain Analyses described below.

2.2.1 **Existing Conditions Survey:** The Existing Condition Survey will consist of the following:

1. Survey Controls. The survey will be referenced to the NC State Plane Coordinate System (NCSPC) tied to the NC Grid North (NAD 83-2011) and North American Vertical Datum (NAVD 88).
2. Topographic/Bathymetric Survey. Perform topographic surveying to obtain up to four cross sections and bridge details within the Project Limits to produce adequate topographic detail for hydraulic modeling. Includes break lines below water surface for the stream crossing.

2.2.2 **Bridge Hydraulics and Concept Design:** The project site may include a segment of South Fork of New River. This segment of South Fork of New River is a FEMA regulated stream with a special flood hazard area (SFHA) that contains a floodway. The proposed flood model will be evaluated to include the following:

1. Collate publicly available topographic, aerial, and flood data to supplement the survey data and assess the extent of the impacts within the floodway.
2. At this stage, it is not certain that a No-Rise will be achievable for the proposed project or if a Letter of Map Change (CLOMR/LOMR) application will be warranted. The following is proposed to prepare a No-Rise certification, if achievable.
    a. ENGINEER will prepare the hydraulic models necessary to support a No-Rise certification.
    b. If it is determined that the proposed project causes a Rise in water surface elevations, ENGINEER will coordinate with the design team and evaluate up to two (2) alternate design plans.
    c. ENGINEER will prepare a No-Rise Certification to submit with the Floodplain Development Permit (FDP).
    d. ENGINEER will prepare and submit FDP application with supporting study to the local FPA for review/approval.
    e. ENGINEER will address comments received, as needed.

3. If it is determined that a No-Rise certification is not achievable, ENGINEER will convene with the OWNER to discuss the additional services needed to prepare a CLOMR/LOMR. ENGINEER will provide a proposal to the OWNER to include the scope of services, professional fees, and schedule for preparing and submitting a CLOMR/LOMR application and develop the associated engineering documents. It is noted that, if required, the CLOMR process includes a development and review process by NCFMP that can range from 6-12 months and will require additional fees for review.

## 2.3 DESIGN AND PERMITTING PHASE

2.3.1 PROJECT DESCRIPTION: The scope of the project is a new submersible lift station (New River Hills Lift Station) to replace the existing lift station located along Brookshire Road, north of US Highway 421. The project also includes two mobile emergency generators and two mobile trailer-mounted sewage pump systems as generally described in the OWNER's SRF Helene funding application.

2.3.2 Consult with the OWNER to determine the OWNER's requirements for the project and to discuss the possible phasing, coordination, approvals and other preliminary matters.

2.3.3 Perform topographical survey of the lift station site. All work is assumed to be within existing public rights-of-way or the OWNER's existing easements or properties.

2.3.4 Prepare 30% Site Design drawings for the project and submit to the OWNER for review.

2.3.5 Prepare 60% design drawings for the project and submit to the OWNER for review.

2.3.6 Coordinate subsurface and/or geotechnical investigations or similar types of testing and analysis needed for design. The cost of two (2)) soil borings and related geotechnical report is included in the ENGINEER's design fee.

2.3.7 Prepare drawings, specifications and contract documents to the 90% level and submit to the OWNER for review. Prepare an updated project cost estimate based on the 90% design documents.

2.3.8 Assist the OWNER in pursuing approval of the design documents from such governmental agencies as have jurisdiction over the project or any portion thereof. This includes preparing an application for a Fast-Track permit from the North Carolina Department of Environmental Quality (NCDEQ) – Division of Water Resources. Permit fees to be paid separately by the OWNER.

2.3.9 Provide plans and specifications to assist the OWNER in pursuing encroachment agreements, from public bodies necessary for satisfactory construction of the project. An encroachment agreement from the North Carolina Department of Transportation (NCDOT) is anticipated to be required.

2.3.10 Prepare the final bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including design functions, surveying, and coordination for construction sequencing of the project based on comments received from the 90% review.

2.3.11 Prepare technical specifications for two (2) mobile generators and two (2) mobile trailer-mounted pumps and submit the specifications to the North Carolina Division of Water Infrastructure (DWI) for approval. The OWNER will procure these portable equipment items separately so bid documents will not be prepared by the ENGINEER. If DWI requires bid documents from the ENGINEER for this equipment, the ENGINEER will be compensated as described in Section 3, Additional Services.

2.3.12 Submit the plans and bid documents to the North Carolina Division of Water Infrastructure (DWI) by the milestone date set out in the Letter of Intent to Fund and make all reasonable attempts to respond to comments to gain DWI approval to bid.

2.3.13 Prepare 100% complete drawings, specifications and contract documents and submit to the OWNER for final approval for bidding.

## 2.4 BIDDING AND AWARD PHASE

Note: This Agreement is based on all work being included in one (1) single construction contract. One (1) bid period and bid opening is assumed. If multiple bid openings are required, or if DWI requires assistance from the ENGINEER for bidding of the mobile generators or mobile pumps, the ENGINEER will be compensated as described in Section 3, Additional Services.

2.4.1 Assist the OWNER in advertising, receiving, opening and evaluating bids.

2.4.2 Coordinate public bid advertisement issuances. Actual publication costs to be paid separately by the OWNER.

2.4.3 Coordinate the distribution of bid documents to prospective bidders.

2.4.4 Respond to bidder questions and prepare and coordinate issuance of Addenda as required.

2.4.5 Consult with and advise the OWNER as to the acceptability of contractors who submit bids and make recommendations as to the lowest responsive and responsible bidder.

2.4.6 Assist the OWNER in the preparation of the Notice of Award to the selected contractor for each construction and procurement contract.

2.4.7 Submit bid information to DWI by the milestone date set out in the Letter of Intent to Fund and make all reasonable attempts to respond to comments to gain approval to award.

2.4.8 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

## 2.5 CONSTRUCTION PHASE

2.5.1 Schedule and attend a preconstruction conference with the OWNER, the Contractor and all other applicable parties to assure discussion of matters related to the project, including setting contract dates.

2.5.2. Submit fully executed construction contracts to DWI.

2.5.3 Review and approve shop drawings, O&M manuals, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.

2.5.4 Provide periodic project observation to monitor the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents, and during such visits and on the basis of on-site observations by an experienced and qualified professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and disapprove or reject any work failing to conform to the Contract Documents. This Agreement is based on an assumed construction time of **240** calendar days and further assumes that site visits will be made once per week on average for the construction period, for a total of up to 32 site visits. A total of three (3) progress meetings are included based on the assumed construction period.

2.5.5 Prepare change orders as required and require special inspection or testing of the work if necessary.

2.5.6 Coordination construction materials testing as required. Materials testing will be included in the bid documents and be paid by the Owner through the Construction Contract.

2.5.7 Based on on-site observations as an experienced and qualified professional and on review of the Contractor applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the OWNER payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of his knowledge, information and belief the quality of the work is in accordance with the Contract Documents.

2.5.8 Conduct site visits, when necessary, for the start-up and testing of equipment in accordance with the Contract Documents.

2.5.9 Conduct a final site visit with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled his obligations as appropriate thereunder so that the ENGINEER may recommend for approval to the OWNER final payment to each Contractor.

## 2.6 POST-CONSTRUCTION PHASE

2.6.1 Prepare for the OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished to the ENGINEER.

2.6.2 Prepare the Engineer's certification for completion of the project and submit the certification on behalf of the OWNER to the appropriate agencies.

2.6.3 Provide or make available to the OWNER appropriate project files and information to effect project closeout.

## SECTION 3 - ADDITIONAL SERVICES

If Authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this Agreement.

3.1 Funding Administration services.

3.2 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction.

3.3 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.

3.4 Preparing or assisting with additional funding applications.

3.5 Preparing additional engineering reports besides that described in this Agreement.

3.6 Providing bidding services related to multiple bidding periods and bid openings.

3.7 Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work.

3.8 Providing field surveys and legal descriptions to assist the OWNER in obtaining any right-of-way easements or real property from private bodies, entities, or persons necessary for satisfactory construction of the project.

3.9 Services in connection with change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

3.10 Additional or extended services during construction made necessary by prolongation of the construction contract or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.

3.11 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.

3.12 Payment of bid advertisement publication fees, permit application fees, or any other fees.

3.13 Design revisions needed to accommodate changes requested by the OWNER during easement acquisitions, or after design alignments have been previously agreed upon by the OWNER.

3.14 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

3.15 Preparation of environmental impact statements, archaeological surveys, wetlands delineations, US Fish and Wildlife Service formal consultation, or any other environmental surveys or investigations not specifically described in the Basic Services.

3.16 Preparation of letter of map revisions for flood maps, and associated assistance to obtain necessary regulatory agency approvals for flood map revisions.

3.17 Assisting the OWNER in assuring that the warranty period for the construction work is complied with.

3.18 Preparation of bid documents or assisting the OWNER with bidding or procurement of the proposed mobile generators or pump systems.

3.19 Assisting the OWNER with the OWNER Responsibilities described in Section 4 of this Agreement.

## SECTION 4 - OWNERS RESPONSIBILITIES

**The OWNER shall:**

4.1 Provide full information as to his requirements for the Project.

4.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the Project including previous documents and any other data relative to evaluation, design and construction of the Project.

4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his services under this Agreement.

4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.

4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.6 Pay for all costs incident to obtaining bids or proposals from Contractors, including bid advertisement publication costs.

4.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

4.8 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.

4.9 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.

4.10 Bear costs associated with permit application fees, and furnish approvals and permits from appropriate governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 1.3 of this Agreement.

4.11 Furnish and/or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

4.12 Furnish the ENGINEER with the OWNER's selected equipment, including make, model, capacity and specifications for the proposed two (2) mobile generators and two (2) mobile trailer-mounted pump systems.

4.13 Bear all costs incident to compliance with the requirements of this Section 4.

## SECTION 5 - PERIOD OF SERVICES

5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.

5.2 If the design or construction of the Project is delayed significantly for reasons, including costs of construction, beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation. It is expressly understood by all parties to the Agreement that a delay of several months may occur between completion of design and commencement of construction. This shall not be considered significant.

## SECTION 6 - PAYMENT TO THE ENGINEER

### 6.1 PAYMENT FOR BASIC SERVICES

6.1.1 The OWNER will pay the ENGINEER for Basic Services as outlined in Section 2 shown below. All fees are **lump sum** unless otherwise noted.

| | |
|---|---|
| ▪ Engineering Report / EID (Section 2.1) | $50,000 |
| ▪ Design and Permitting Phase (Section 2.3) | $160,000 |
| ▪ Bidding and Award Phase (Section 2.4) | $25,000 |
| ▪ Construction and Post-Construction Phases (Sections 2.5 and 2.6): | $107,400 |
| **TOTAL** | **$342,400** |

| | |
|---|---|
| ▪ Floodplain Analyses (Section 2.2 – if required) | $35,000 |

### 6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the ENGINEER'S most recent Basic Fee Schedule, should any of these services be requested by the OWNER.

### 6.3 TIMES OF PAYMENT

6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly detailed statements for all services rendered under this Agreement. Payments are due within thirty (30) days of receipt of invoice.

### 6.4 GENERAL

6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty (60) days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for any unpaid reimbursable expenses.

6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three (3) months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.

6.4.4 The ENGINEER shall be entitled to adjust annually the Basic Fee Schedule utilized for ENGINEER's services with respect to payment for Additional Services.

## SECTION 7 - GENERAL CONDITIONS

### 7.1 TERMINATION

7.1.1 Either party may terminate the Agreement for cause upon fourteen (14) calendar days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within said fourteen (14) day notice period.

7.1.2 OWNER may terminate the Agreement with respect to part or all of the services for its own convenience upon providing written notice of the same. After receipt of a notice of termination, except as otherwise directed, ENGINEER shall stop work on the date of receipt of notice of termination or other date specified in the notice and place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work as is not terminated. Upon termination in part, ENGINEER agrees to complete such services as are directed by OWNER.

7.1.3 Upon termination for whatever reason, OWNER will pay ENGINEER for all costs incurred and fees earned by ENGINEER, its vendors and subcontractors to the date of termination, as well as such additional fees and costs as are subsequently incurred at OWNER's direction. OWNER will not be responsible to pay cancellation charges of vendors and subcontractors; demobilization costs; or anticipatory or unearned profits, unabsorbed overhead, opportunity costs, or other consequential damages.

7.1.4 Termination under this section shall not waive any right or claim to damages which OWNER may have with respect to work performed by ENGINEER, and OWNER may withhold any payment due to ENGINEER for the purpose of setoff until such time as OWNER can determine the exact amount of damages due OWNER because of the breach and/or pursue any cause of action which it may have by law or under this Agreement on account of such work.

### 7.2 OWNERSHIP OF INSTRUMENTS OF SERVICE:

7.2.1 All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the ENGINEER in performance of this Agreement (each an "Instrument of Service") shall remain the property of the ENGINEER. The ENGINEER does grant to the OWNER a limited license for its exclusive use of the Instruments of Service for the project for which they were created. In the event of termination of this Agreement and upon full payment of fees owed to ENGINEER,

ENGINEER shall make available to OWNER copies of all documents prepared for or on behalf of OWNER, including but not limited to reports, field data, notes, plans and specifications for its limited use on the project for which they were generated. In no event may the Instruments of Service be assigned by the OWNER without the prior written permission of the ENGINEER .

## 7.3 DISPUTE RESOLUTION

7.3.1 OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of paragraph 7.3.2 or other provisions of this Agreement, or exercising their rights of law. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the procedures of paragraph 7.14 of this Agreement.

7.3.2

## 7.4 ESTIMATES

7.4.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his estimates for cost for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by him.

7.4.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the project within a reasonable time, or (3) direct the ENGINEER to modify the drawings and specifications as necessary to bring the Project construction cost within the cost limit. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

## 7.5 INSURANCE; LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES

7.5.1 ENGINEER shall at all times maintain the following minimum insurance coverages:

a) Professional negligence insurance: $1,000,000 per claim.

b) Commercial general liability: $1,000,000 per claim, $2,000,000 aggregate;

c) Automobile Liability: $1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. Coverage for Hired and Non-Owned Auto Liability may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy.

d) Worker's Compensation & Employers Liability: Worker's compensation insurance in accordance with North Carolina General Statute Chapter 97 and employer's liability of no less than $1,000,000 each accident.

7.5.2 ENGINEER agrees to endorse OWNER as an Additional Insured on the Commercial General Liability, Auto Liability and Umbrella Liability policies if being used to meet the standard of the General Liability and Automobile Liability. ENGINEER agrees to provide a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day notification to OWNER by the insurer if ENGINEER receives a non-renewal or cancellation notice from the insurer or notice that coverage no longer complies with the insurance requirements herein. The Certificate Holder address should read: Town of Boone, Post Office Drawer 192, Boone, NC 28607.

7.5.3 ENGINEER may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy, in which event the Annual Aggregate limits shall not be less than the specified limits for required policies. ENGINEER agrees to endorse OWNER as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis. ENGINEER agrees to cause each subcontractor employed by ENGINEER to purchase and maintain insurance of the type specified herein, unless the ENGINEER's insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to OWNER upon request.

7.5.4 ENGINEER's liability to OWNER for damages will, in aggregate, not exceed the ENGINEER'S insurance coverages as required herein. This limitation of liability will apply whether ENGINEER's liability to OWNER arises under breach of contract or warranty; tort, including negligence; strict liability; or statutory liability, and shall include ENGINEER's directors, officers, employees and subcontractors.

7.5.5 Both OWNER and ENGINEER hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

7.5.6 NOTHING IN THIS SECTION SHALL BE UNDERSTOOD TO LIMIT OR OTHERWISE AFFECT ENGINEER'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THIRD-PARTY CLAIMS AS SET FORTH HEREIN.

## 7.6 SUCCESSORS AND ASSIGNS

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

## 7.7 SEVERABILITY AND WAIVER

7.7.1 If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

## 7.8 GOVERNING LAW

7.8.1 The law of the State of North Carolina shall govern this Agreement and the legal relations of the parties.

## 7.9 ENTIRE AGREEMENT

7.9.1 This Agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented or modified by a duly executed written instrument.

## 7.10 CHANGE ORDERS

7.10.1 ENGINEER will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from OWNER which request changes in the Agreement or ENGINEER's scope of work. ENGINEER will give OWNER written notice within ten (10) days of receipt of any communication it considers to be a Change Order, together with notice of any resulting increase in ENGINEER's fees or costs. ENGINEER is not authorized to engage in any work resulting in an increase in its fees or costs unless and until both parties have agreed upon and executed a written Change Order. ENGINEER shall have no responsibility or liability for any damages or delays incurred by OWNER as a result of ENGINEER'S not undertaking any such additional work until a written Change Order has been executed by OWNER and ENGINEER.

## 7.11 ASSIGNMENT AND THIRD PARTIES

7.11.1 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which may or may not be granted in that party's sole discretion. However, nothing contained herein shall prevent or restrict ENGINEER from employing independent subcontractors as ENGINEER may deem appropriate to assist in the performance of services hereunder, subject to the prior notification and approval of OWNER, which approval shall not be unreasonably withheld. In no event may subcontractors' fees exceed 20% of the overall fees charged for any particular project without the advance written approval of OWNER.

## 7.12 SURVIVAL

7.12.1 Each party's obligations and liabilities, including but not limited to, its indemnification obligations, and its rights and remedies with respect thereto, shall survive completion or termination of this Agreement.

## 7.13 NO WAIVER

7.13.1 No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

## 7.14 DISPUTE RESOLITION; JURISDICTION & VENUE

7.14.1 OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Change Order, or the breach thereof ("Disputes") to mediation by a mutually agreed certified NC Superior Court Mediator. The mediation shall be conducted on a confidential basis and shall be completed within 90 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to another dispute resolution method of their choice (binding or non-binding), or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

7.14.2 THE EXCLUSIVE VENUE FOR LITIGATION OF ANY DISPUTE SHALL BE THE STATE AND FEDERAL COURTS HAVING JURISDICTION IN WATAUGA COUNTY, NORTH CAROLINA. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SAID COURTS, WAIVES ANY OBJECTION TO THE JURISDICTION AND VENUE OF SAID COURTS, AND AGREES THAT ANY DISPUTE MUST BE BROUGHT EXCLUSIVELY IN SAID COURTS.

## 7.15 INDEMNIFICATION

7.15.1 ENGINEER agrees to indemnify and hold harmless OWNER, and OWNER's officers, officials, agents, contractors, and employees from any losses, damages, and judgments (including reasonable ENGINEER'S, expert, and attorneys' fees, court costs, and other expenses incurred in defense of the claim or action) arising from any third-party claim or action, provided that any such losses, damages, or judgment is attributable to (a) ENGINEER's failure to perform its obligations under this Agreement; (b) bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent, reckless or intentional act(s) or omission(s) of ENGINEER or ENGINEER's officers, directors, members, partners, agents, employees, or subcontractors; (c) any claim that the ENGINEER or an employee, agent or subcontractor of the ENGINEER is an employee of OWNER, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like; (d) ENGINEER's violation of any law (including, without limitation, immigration laws); or (e) the violation, misappropriation

or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to ENGINEER's services or any products or deliverables provided by ENGINEER to OWNER pursuant to this Agreement.

Furthermore, to the extent permitted by law, OWNER agrees to indemnify, defend and hold ENGINEER, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against ENGINEER which arise in whole or in part out of the failure by the OWNER to promptly and completely perform its obligations under this agreement, and as assigned in the Contract Proposal "Scope of Services", from the inaccuracy or incompleteness of information supplied by the OWNER and reasonably relied upon by ENGINEER in performing its duties or for unauthorized use of the deliverables generated by ENGINEER and for any acts of negligence cause by the actions of the OWNER, its employees and or agents which subjects the ENGINEER to any third party liability as a result of said actions.

## 7.16 NOTICES

7.16.1 Requests for payment shall be sent as follows:

Town of Boone
ATTN: Accounts Payable
PO Drawer 192
Boone, NC 28607
Copy to: josh.eller@boonenc.gov

All other notices provided under this Agreement shall be sent by certified mail or by email as follows:

Town of Boone:
Town Manager
PO Drawer 192
Boone, NC 28607
dale.presnell@boonenc.gov

To be effective, a copy of all such notices (whether sent by mail or email) shall be provided simultaneously to:
josh.eller@boonenc.gov

ENGINEER:
McGill Associates
P.O. Box 2259
Asheville, NC 28802
mark.cathey@mcgillassociates.com

828-252-0575

## 7.17 COMPLIANCE WITH LAW

7.17.1 ENGINEER agrees to comply with all current applicable federal, state, and local law, codes, regulations, and standards in its performance pursuant to the Agreement.

## 7.18 APPLICABILITY OF NORTH CAROLINA PUBLIC RECORDS LAW

7.18.1 Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to OWNER by ENGINEER are subject to the public records laws of the State of North Carolina and it is the responsibility of the ENGINEER to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to OWNER. ENGINEER understands and agrees that the OWNER may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7.19 **COUNTERPARTS**

7.19.1 This Agreement (and any amendments or modifications thereof) may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile and/or electronic copies of the executed counterparts shall have the same legal effect as the originals.

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

**ENGINEER:**
**McGILL ASSOCIATES, P.A.**

By: _____
Mike Waresak, PE
Senior Project Manager

By: _____
Mark Cathey, PE
Vice President/Regional Manager

**OWNER:**
**TOWN OF BOONE**

By: _____

Name:
Title: Town Manager

**BASIC FEE SCHEDULE**

**July 2026**

| **PROFESSIONAL FEES** | **I** | **II** | **III** | **IV** |
|---|---|---|---|---|
| Senior Principal | $345 | | | |
| Principal – Regional Manager – Director | $275 | $290 | $315 | $325 |
| Practice Area Lead | $245 | $270 | $305 | $325 |
| Senior Project Manager | $240 | $265 | $305 | $320 |
| Senior Engineer | $240 | $265 | $305 | $320 |
| Project Manager | $210 | $230 | $245 | $255 |
| Senior Project Engineer | $210 | $230 | $245 | $255 |
| Project Engineer | $175 | $190 | $200 | $210 |
| Engineering Associate | $145 | $155 | $165 | $170 |
| Planner- Consultant – Designer | $145 | $160 | $180 | $200 |
| Engineering Technician | $130 | $145 | $155 | $165 |
| CAD Operator – GIS Analyst | $110 | $120 | $135 | $145 |
| Construction Services Manager | $195 | $215 | $225 | $235 |
| Construction Administrator | $145 | $165 | $180 | $195 |
| Construction Field Representative | $125 | $135 | $150 | $155 |
| Project Administrator | $110 | $130 | $135 | $155 |
| Funding-Financial Service-Manager | $225 | $240 | $250 | $260 |
| Grant Administrator | $135 | $150 | $160 | $175 |
| Environmental Specialist | $115 | $125 | $130 | $135 |
| Administrative Assistant | $90 | $100 | $110 | $125 |
| Survey Party Chief | $115 | $130 | $140 | $160 |
| Survey Field Technician | $95 | $100 | $105 | $110 |

**EXPENSES**

*a.* Mileage - $0.75/mile

b. Flow Monitoring Equipment: Pressure Flow Meter- $400/wk.; Gravity Flow Meter - $1,000/deployment

c. Robotics/GPS Equipment: $35/hr.

d. Aquatic Surveying Equipment – Vessel $250/day

e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

**ASSOCIATED SERVICES**

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

# Town of Boone
# Agenda Item Action Request Form

**This form must be completed and attached to all supporting documentation for items to be included in the Town of Boone Council agenda. One (1) form per agenda item.**

**Submitted By:** Mark Freed, Director of Cultural Resources

**Department:** Cultural Resources

**Contact Phone:** 828.268.6280

**Email:** mark.freed@boonenc.gov

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:** For Action

**Item Title:** Approval of Ordinance - Holiday Parade Road Closure

**Summary of Information:** Council is asked to approve the attached ordinance (required by NCDOT) declaring a road closure for the annual holiday parade in December. Also attached is the event safety plan prepared by the Police Department.

# TOWN OF BOONE

**Ordinance _____**

## AN ORDINANCE DECLARING A ROAD CLOSURE FOR A HOLIDAY CELEBRATION

**WHEREAS**, the Boone Town Council acknowledges a long tradition of providing an annual Holiday Parade for its citizens, which is open to everyone and is provided as a benefit to the community; and

**WHEREAS**, the Boone Town Council acknowledges that its citizens realize a financial benefit from holding annual events; and

**WHEREAS**, the Boone Town Council wishes to ensure the health and safety of all participants and spectators; and

**WHEREAS,** the Boone Town Council acknowledges that the annual downtown Boone Holiday Parade requires approximately thirty (30) minutes to install signage, and traffic control, and also requires approximately thirty (30) minutes for removing signs, traffic control, and litter;

**NOW THEREFORE BE IT ORDAINED** by the Town of Boone pursuant to the authority granted by G.S. 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a State Highway System route:

| | |
|---|---|
| **Date(s):** | **Saturday, December 12, 2026** |
| **Times:** | **5:30 p.m. – 8:00 p.m.** |
| **Route Description:** | **King Street (U.S. Route 421) between Hardin Street and Poplar Grove Connector, and SR 1102 (Water St. / North Water St.)** |

This ordinance to become effective when signs are erected giving notice of the limits and times of the parade, and implementation of adequate traffic control to guide through vehicles around the parade route.

**Adopted this_____day of_____, 2026**

_____

**The Honorable Dalton George, Mayor**

**Attest:**

_____

**Nicole Harmon, Town Clerk**

The Town of Boone will authorize a special event permit for the annual downtown Boone Holiday Parade to be held inside the town limits on Saturday, December 12, 2026, beginning at 6:00 p.m., pending North Carolina Department of Transportation approval.

The Boone Police Department is aware of the event and intends to assist with keeping the event as safe as possible.

**Westbound traffic on West King St.**

A barricade will be placed at the intersection of Hardin and King streets for westbound vehicular traffic. The barricade will be manned by a uniformed Boone Police Officer. The officer will ensure that no vehicles travel past the barricade. There will be detour signs placed on the detour route to move traffic back to West King St. at the intersection of the Poplar Grove Connector and West King St.

A barricade will be placed on Coffey St. at the intersection of West King St. The barricade will be manned by the *Town of Boone Street Department.*

A barricade will be placed on Cherry Dr. at the intersection of West King St. The barricade will be manned by the *Town of Boone Street Department.*

A barricade will be placed on College St. at the intersection of West King St. The barricade will be manned by the Boone Police Department.

A barricade will be placed on Appalachian St. at the intersection of West King St. The barricade will be manned by the Boone Police Department.

A barricade will be placed on Grand Blvd at the intersection of West King St. The barricade will be manned by the *Town of Boone Street Department.*

A barricade will be placed on North Depot and Depot St. at the intersection of West King St. The barricade will be manned by a uniformed Boone Police Officer. The officer will ensure vehicular traffic is detoured away from West King St.

A barricade will be placed on Linney St. at the intersection of West King St. The barricade will be manned by the *Town of Boone Street Department.*

A barricade will be placed on the north and south sides of the intersection of Waters and West King St. The barricade will be manned by the Boone Police Department.

A barricade will be placed on Straight St. at the intersection of West King St. The barricade will be manned by the *Town of Boone Street Department*.

A barricade will be placed on Green St. at the intersection of West King St. The barricade will be manned by the *Town of Boone Street Department*.

**Eastbound traffic on West King St.**

A barricade will be placed on West King St. at the Poplar Grove Connector for eastbound vehicular traffic. The barricade will be manned by a uniformed Boone Police Officer. The officer will ensure that no vehicles travel past the barricade. There will be detour signs placed on the detour route to move traffic to Rivers St. and ultimately onto Blowing Rock Rd. or Hardin St.

# Town of Boone
# Agenda Item Action Request Form

**This form must be completed and attached to all supporting documentation for items to be included in the Town of Boone Council agenda. One (1) form per agenda item.**

**Submitted By:** Guy Miller, Director of Finance

**Department:** Finance

**Contact Phone:** 828.268.6200

**Email:** guy.miller@boonenc.gov

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:** For Action

**Item Title:** Approval of Budget Amendments

**Summary of Information: Police Department:**

| | | | |
|---|---|---|---|
| TO: | Amory Supplies | 010-500-300-519200 | $6,000.00 |
| FROM: | Contributions/Donations | 010-000-000-482200 | ($6,000.00) |

Explanation: Funds donated by Back our Blue Watauga for the purchase of rifle slings and weapon lights. Any remaining funds will be used at the Chief's discretion as requested by the donor.

**Governing Body:**

| | | | |
|---|---|---|---|
| TO: | Professional Services | 010-400-000-509100 | $42,000.00 |
| FROM: | Appropriated Fund Balance | 010-000-000-499900 | $42,000.00 |

Explanation: To appropriate funds for Town Manager search/hiring process.

**TOWN OF BOONE**
**TOWN COUNCIL BUDGET AMENDMENT REQUEST**

**DATE:** 9/25/2026

**TO:** Mayor & Town Council

**FROM:** Major Shane Robbins

Signature

I hereby request that the following BUDGET AMENDMENTS be approved by the Boone Town Council:

| | LINE ITEM DESCRIPTION | ACCOUNT NO. | AMOUNT |
|---|---|---|---|
| **TO:** | Armory Supplies | 010-500-300-519200 | $6,000.00 |
| | | | |
| | | | |
| **FROM:** | Contributions/Donations | 010-000-000-482200 | ($6,000.00) |
| | | | |
| | | | |

**EXPLANATION/JUSTIFICATION:** Funds donated by Back Our Blue Watauga for the purchase of rifle slings and weapon lights. Any remaining funds will be used at the chief's discretion as requested by the donor.

Date

Town Clerk

FROM THE DESK OF

September 23, 2026

Town Council of Boone
1500 Blowing Rock Road
Boone, NC 28607

Dear Council Members,

As President of Back Our Blue Watauga, I wanted to acquaint you with our mission. We were created after Sgt Chris Ward and Deputy Logan Fox were killed in action back in 2021. It was our desire to work to support the local law enforcement community here in Watauga County . Over the past few years, we have often worked with Boone Police Chief Daniel Duckworth and have found him to be an excellent leader and an asset to the citizens of our town.

We would like to provide a donation $6,000.00 to the Town Council to be earmarked for the Police Department to be used as Chief Duckworth sees it best enhance his mission.

As time and funds allow, we hope that we will be able to make additional contributions in the future. Thank you for facilitating this.

Sincerely yours,

Charles W. Ford, MD

HIS DOCUMENT HAS A VOID BACKGROUND • MICROPRINT BORDERS AND SIGNATURE LINE • WATERMARK PRESENT, HOLD UP TO LIGHT TO VIEW.

# Cashier's Check

66-1252/531 Branch No. 00783

0502923133

**First Citizens Bank**
First-Citizens Bank & Trust Company
Raleigh, North Carolina

VOID VOID VOID

Date 09/24/2026

Pay to the order of TOWN OF BOONE POLICE DEPARTMENT $ $6,000.00

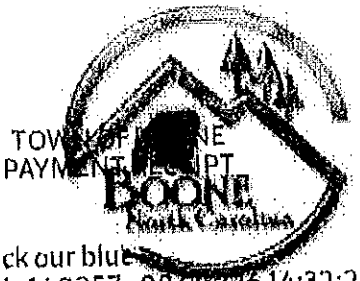
**Six Thousand and 00/100** Dollars

Notice To Customers
The purchase of an Indemnity Bond or an Insurance Bond may be required before an official check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.

Remitter BACK OUR BLUE

05-10050M (06/19)

[redacted]




TOWN OF BOONE
PAYMENT RECEIPT

boone pd back our blue
Receipt #: 01-140257 09/25/26 14:32:24

| | |
|---|---|
| 19 MISC. (G/L ENTRY REQUIRED | $6,000.00 |
| 00 010-000-000-482200 | |
| 010-000-000-482200 | |
| boone pd back our blue | |

| | |
|---|---|
| Paid by Check: | $6,000.00 |
| STATE #: | |
| AMOUNT TENDERED | $6,000.00 |
| CHANGE DUE | $0.00 |

Please keep this receipt for your
records as proof of payment.

TOWN OF BOONE
TOWN COUNCIL BUDGET AMENDMENT REQUEST

DATE: 10/8/2026

TO: Mayor & Town Council

FROM: Finance
Department

Guy Miller
Department Head

Guy C. Miller
Signature

I hereby request that the following BUDGET AMENDMENTS be approved by the Boone Town Council:

| TO: | Line Item Description | Account No. | Amount |
|---|---|---|---|
| | PROFESSIONAL SERVICES | 010-400-000-509100 | 42,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| FROM: | | | |
|---|---|---|---|
| | APPROPRIATED FUND BALANCE | 010-000-000-499900 | 42,000 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

EXPLANATION/JUSTIFICATION:
To appropriate funds for Town Manager search/hiring process

Approved by Town Council _____ Signed: _____
(Date) (Town Clerk)

# Town of Boone
# Agenda Item Action Request Form

**This form must be completed and attached to all supporting documentation for items to be included in the Town of Boone Council agenda. One (1) form per agenda item.**

**Submitted By:** Nicole Harmon, Town Clerk

**Department:** Administration

**Contact Phone:** 828.268.6200

**Email:** nicole.harmon@boonenc.gov

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:** For Action

**Item Title:** Approval of Minutes

**Summary of Information:** Attached for Council's consideration and approval are the following minutes:

September 23, 2026, regular Town Council meeting

MINUTES – BOONE TOWN COUNCIL
REGULAR MEETING
SEPTEMBER 23, 2026

## CALL TO ORDER

A regular meeting of the Boone Town Council was called to order at 5:00 p.m. on Wednesday, September 23, 2026, in the Boone Town Council Chambers located at 1500 Blowing Rock Road in Boone. Mayor Dalton George presided. Council members present included Mayor Pro-Tem Todd Carter, Virginia Roseman, Anne Pruitt, and Adrian Tait. Town staff present included Interim Town Manager Hank Perks, Town Clerk Nicole Harmon, Grants Coordinator/Communications Laney Wise, Public Works Director Todd Moody, Planning Director Jane Shook, Deputy Planning Director Brandon Wise, Sustainability and Special Programs Manager George Santucci, Finance Director Guy Miller, Police Chief Daniel Duckworth, Commercial Zoning Administrator Amy Snider, Cultural Resources Director Mark Freed (remote), Downtown Development Director Lane Moody (remote), and Town Attorney Allison Meade.

## MOMENT OF SILENCE

A brief moment of silence was observed.

## WORK SESSION

Interim Town Manager Hank Perkins requested discussion regarding Town-owned properties and the Town's current lack of available office space, noting that Mr. Santucci was currently without a dedicated office. Mr. Perkins stated that the WYN property was vacant and that, with the addition of newly created positions, the Town had no remaining vacant office space. He asked Council to begin considering potential uses for both the WYN property and the Rivers House and noted that, from a zoning perspective, office space would be an appropriate use of the WYN property.

Council Member Roseman expressed concern about using the WYN property for office space, noting that she had envisioned using the property for community use, particularly a daycare.

However, she supported temporarily using the property for office space. Mayor Pro-Tem Carter noted that the property was purchased using Affordable Housing funds and that those funds would have to be repaid if the property were converted to another use. He stated that he had been working with Council Member Ball on a neighborhood plan and a potential affordable housing use for the property. He was not opposed to utilizing the building for office space in the short term and noted that the Rivers House had previously been identified as an appropriate spot for Mr. Santucci's office.

Council Member Tait referenced previous discussions regarding the potential use of the WYN property as a daycare facility and stated that there did not appear to be sufficient demand for that use among Town employees, noting that Blowing Rock currently had vacancies in its daycare program. Council Member Roseman stated that the facility could potentially be made available to teachers and others in the community and felt that, if such a program were established and properly promoted, it would be utilized. She emphasized the importance of honoring the history of the property and its connection to the community. Council Member Tait stated that, given the Town's immediate office space needs, it made sense to temporarily locate employees and new hires in the building while a long-term plan was developed.

Council Member Pruitt agreed that the Town had other projects with more immediate funding needs and supported utilizing the WYN property in its current condition while developing a long-term plan. Mayor George noted that the building was large enough to potentially accommodate both Town offices and community uses and said having Town staff there could be beneficial. Mayor Pro-Tem Carter also noted that portions of the building could potentially be made available to nonprofit organizations.

Council members agreed that obtaining funding for the new Public Works facility should remain a higher priority than undertaking significant renovations to the WYN property. Mayor George suggested reevaluating the property's long-term use after the Public Works facility is completed and suggested that Mr. Santucci could be housed at the WYN property until the Public Works project is completed. He encouraged Mr. Santucci and Mr. Perkins to explore ways to make the WYN property more accessible and usable in the interim.

Council also discussed the zoning process necessary to allow governmental office use on the property. Ms. Shook advised that Council could either add governmental facilities as an allowable use in the zoning district or pursue a conditional district rezoning. Mayor George stated that the conditional district approach would provide an opportunity for community involvement and allow the process to move forward fairly and transparently. Council Member Tait suggested that the required public hearings and meetings associated with the process could also serve as opportunities for strategic planning and to gather community input on the property's future. Mayor George cautioned against creating expectations regarding future uses before a long-term plan had been established. Council reached consensus to pursue the conditional district process

and directed Planning staff to move forward with the process. A neighborhood meeting/Special Town Council meeting regarding the use of the property was scheduled for October 19, 2026, at 5:00 p.m.

Mayor George expressed concern regarding the deteriorating condition of the Rivers House and stated that he believed the property could be well suited for office space. He noted that, as the Town continued to invest in nearby trails and other improvements, it was unfortunate to have the house deteriorating in the middle of those investments. Mr. Moody stated that a previous estimate to renovate the house was approximately $960,000 but noted that the estimate dated back to 2021. Council Member Tait suggested that the Town begin some of the planning work necessary to determine the future of the property.

Mayor George expressed interest in exploring creative funding opportunities for the renovation and shared his vision of utilizing the downstairs as a visitor center and the upstairs for office space, with appropriately managed parking. Mr. Moody agreed to distribute information previously prepared by Bill Dixon to Council and begin working toward an RFP to move the project forward. Mr. Moody also noted that a new roof had been installed on the Rivers House in 2014.

Council Member Pruitt requested that Council consider contracting with an outside provider for information technology services, citing ongoing challenges with GroupWise and MAIS, the Town's financial software. Mayor Pro-Tem Carter agreed that the Town should consider outsourcing its IT services and referenced vendors currently utilized by other organizations. Council discussed issuing an RFP for IT services, with Council Member Pruitt noting the scope could also include technical support for Town meetings. Mayor Pro-Tem Carter suggested first engaging a firm to conduct a comprehensive IT audit and develop a prioritized list of projects and technology needs.

Council Member Pruitt said the Town should not rely on the Fire Chief to provide IT support in addition to his regular responsibilities. Mayor George suggested allowing Mr. Perkins to evaluate the Town's needs and available options. Mr. Perkins stated that GroupWise could be transitioned to another platform, such as Microsoft or Google, and noted that he was already meeting with a potential new financial software vendor. He agreed to explore options for outsourcing IT services, migrating from GroupWise to another platform, and potentially transitioning to a different financial software system.

Council Member Tait stated that, while completing the Regional Comprehensive Transportation Plan survey, he identified several locations where Town-owned sidewalks could be improved and asked whether the Town maintained a priority list for sidewalk projects. Mr. Moody confirmed that a priority list existed but noted that the remaining projects had become increasingly expensive, which had slowed progress. Council Member Tait asked whether Council should revisit the priority list, and Mr. Moody agreed that it would be worthwhile to review and reevaluate the Town's sidewalk priorities.

Council Member Roseman raised concerns regarding the condition of the trees on the Jones House lawn, noting that a large limb had recently fallen and that Council would need to determine how to address the aging trees. Mr. Moody stated that the Town had engaged arborists in addition to its own staff arborist and had taken measures to maintain and stabilize the trees, but acknowledged they would eventually need to be removed. He noted that staff had previously recommended removal of the trees, but the recommendation had not been pursued by Council at the time. Mayor George suggested contacting the American Chestnut Foundation regarding potential replacement trees when removal became necessary. Council Member Roseman expressed interest in preserving portions of the existing trees and incorporating the wood into artwork following their removal. Mayor George suggested inviting the Town's arborist to a future Council meeting to provide an assessment and report on the condition of the trees.

Mayor George declared a break at 5:50 p.m. Council reconvened at 6:03 p.m.

## TENTATIVE AGENDA ADOPTION

Upon a motion by Council Member Roseman, seconded by Mayor Pro-Tem Carter, Council voted to approve the agenda as presented.

VOTE: Aye: Roseman, Carter, Pruitt, Tait
Nay: None
Absent: Ball

## PUBLIC COMMENT

Ian Robinson of Boone spoke regarding Howard Street and noted the significant changes that had occurred in the area over the years. He proposed changing the direction of traffic on the section of Howard Street between Depot Street and Appalachian Street, stating that the change could help address several existing traffic concerns. Mr. Robinson provided Council with information from NCDOT in support of the proposed change and indicated that he would come back to Council in the future with additional information.

Ben Miller of Boone spoke regarding the Beverly Heights rezoning request on the agenda. Mr. Miller stated that he had lived in the neighborhood since the 1960s and referenced protections established by the original developer. He requested that the two-foot strip of property that currently serves as a buffer retain its current purpose and noted that Beverly Heights was one of Boone's Neighborhood Conservation Districts. Mr. Miller asked Council to preserve the existing zoning and help protect the character of the neighborhood.

Bonnie Berkowitz of Boone spoke regarding the proposed development and expressed concerns about its potential impact on the surrounding neighborhoods. She stated that Oak Street was very narrow and already experienced safety issues with motorists traveling the wrong direction. Ms. Berkowitz questioned the need for additional student housing and expressed concerns regarding increased traffic, access to the development, and existing issues with the nearby traffic signal. She also noted that she had not seen information regarding an environmental impact study or consideration of a potential pedestrian bridge over the extension. Ms. Berkowitz asked Council to deny the proposal.

Gene Howell of Boone spoke in opposition to the proposed development and expressed concerns regarding its potential impact on traffic. He stated that students would likely use State Farm Road when traveling to extracurricular activities and other destinations after classes, and he expressed concern that the surrounding roads could not accommodate the additional traffic generated by the development.

Geoff Graham of Boone spoke in opposition to the proposed development, stating that the revised plan did not substantially address concerns previously raised regarding density, affordable housing, traffic, and impacts on the Beverly Heights neighborhood. He expressed particular concern regarding the proposed traffic changes, increased use of State Farm Road, and pedestrian safety. Mr. Graham concluded by noting that the Planning Commission had previously considered the project and unanimously recommended denial.

Paula Ward of Boone spoke in opposition to the proposed development, citing concerns regarding its size and the potential increase in traffic, even with the reduction in units and proposed AppalCART stops. She expressed concern about buses traveling on the narrow surrounding roads and asked Council to consider the residents who currently call the neighborhood home. Ms. Ward stated that the proposed development would significantly change the character of the neighborhood.

Hannah Brady, a resident of the Beverly Heights neighborhood, spoke out against the proposed development. She questioned whether the proposed attainable housing units would be affordable for Watauga County School employees, for whom it is being marketed, and expressed concerns regarding the developer's projected traffic reduction and the lack of comparable studies specific to Boone. Ms. Brady referenced a petition signed by more than 1,000 community members and asked Council to deny the proposal.

Chris Thaxton of Boone spoke in opposition to the proposed development. He stated that he had spoken with numerous community members and had not encountered support for the project, either through those conversations or on social media. Mr. Thaxton urged Council to listen to citizens' concerns about the proposed development.

Rob Holton of Boone, a local property management business owner, spoke in opposition to the proposed development and expressed concerns regarding traffic, pedestrian safety, and the demand for additional apartment housing. He stated that he, his family, and employees had experienced safety concerns with existing traffic patterns and believed the development could further impact those conditions. Mr. Holton also raised concerns regarding increased water issues at an apartment building below Town Hall following the Howard Street construction and noted that Town staff had been helpful in addressing the matter so far.

APPROVAL OF ITEMS ON CONSENT AGENDA

Upon a motion by Council Member Pruitt, seconded by Council Member Tait, Council voted to approve the following items on the Consent Agenda:

1. Minutes
    - Town Council Regular Meeting – August 26, 2026
    - Town Council Regular Meeting – September 9, 2026
2. Proclamation
    - Dolly Parton Day

Mayor Pro-Tem Carter read the proclamation into the record, and a vote was called.

PROCLAMATION PROCLAIMING SEPTEMBER 25 (9/25) 2026 AS
DOLLY PARTON DAY IN THE TOWN OF BOONE

WHEREAS, Dolly Parton grew up in a one-room, dirt-floor cabin in the hills of Appalachia and epitomized the hard-working virtues of "mountain folk," as she was fond of saying; and

WHEREAS, despite becoming a worldwide phenomenon and one of the most influential, beloved, and awarded artists in American music history, Dolly never forgot where she came from; and

WHEREAS, Dolly lived her life by example, choosing kindness over bitterness and unity over division by embracing people from all walks of life no matter their beliefs, experiences, backgrounds, race, gender, sexuality, or religion; and

WHEREAS, Dolly demonstrated an enduring commitment to philanthropy and service by establishing the Dollywood Foundation, the Imagination Library, and the My People Fund; as well as her millions of dollars in gifts for pediatric cancer, infectious disease, and COVID-19 research, hunger relief, education, and Hurricane Helene recovery; and

WHEREAS, September 25, written as 9/25, provides a fitting tribute to Dolly and her iconic film and song "9 to 5," while giving our community an opportunity to celebrate her legacy and emulate her kindness; and

WHEREAS, I ask that every citizen in the Town of Boone, and beyond, do at least "One Good Deed for Dolly." Show kindness to a stranger, donate to your favorite nonprofit, or if you see someone without a smile, give 'em yours; and

WHEREAS, if every person in the Town of Boone, and beyond, does one good thing for someone else, imagine the difference one day can make; and

NOW, THEREFORE, IT BE PROCLAIMED, that I, Mayor Dalton George, on behalf of the Town of Boone Council, do hereby proclaim Friday, September 25, 2026, as "Dolly Parton Day" in the Town of Boone and encourage all citizens to join us in this special observance.

This the 23rd day of September, 2026.

VOTE: Aye: Pruitt, Tait, Roseman, Carter
Nay: None
Absent: Ball

PLANNING MATTERS

Consideration of July 27, 2026 Public Hearing Case

Ms. Snider presented the above case and reviewed revisions to the proposal, including reductions in the number of units, buildings, and parking spaces, as well as the addition of green space. She noted that the Planning Commission recommended denying the request.

Council Member Roseman stated that her priority remained protecting the surrounding community and that the revisions did not adequately address her concerns. In response to a question from Mayor George regarding uses permitted by right under the existing zoning, Ms. Snider reviewed several allowable uses, including general business, retail, restaurants, medical and business offices, grocery stores, and multifamily development with a smaller bedroom count. Mr. Wise further clarified that an R-3 apartment complex would require a conditional district rezoning, while a townhome development of up to approximately 100 bedrooms could be permitted by right.

Council Member Tait stated that Council had heard the concerns of the community and had attempted to encourage housing that could serve the broader community rather than primarily students. He stated that he did not fault the developer but believed the amount of student housing proposed was too great for the site. He also expressed concern that the requested variances appeared to primarily maximize the number of units on the property and stated that he did not support the proposal.

Mayor Pro-Tem Carter stated that development approaches that worked for one property or developer were not necessarily appropriate for every location. He expressed concern that the area

was not a walkable corridor and that the proposal did not adequately mitigate traffic impacts. He stated that he did not believe the development was a good fit for the area and did not support the request.

Council Member Pruitt stated that she had hoped the revised proposal would provide a solution to the traffic concerns. She expressed concern that approximately 600 beds utilizing access from a one-way, one-lane road onto Highway 105 was not feasible and stated that the traffic concerns remained unresolved.

Council Member Roseman made a motion that the proposed amendment to the Town's zoning map is not consistent with the Town's current comprehensive plan because of the following from Boone Next:

Goal 1.1: A sustainable built pattern: Boone's interwoven natural and built environments will promote social, environmental, and fiscal sustainability while aiming to reduce auto- dependence and the roots of traffic congestion. The town will be a leader of green building design and climate responsibility.

Goal 1.2: Development true to Boone's vision: Boone's development and redevelopment will enhance the best of the town's existing built environment and reinforce the vision set forth in this plan.

Policy 1.2.1: Build the Town for People: To the extent possible, the built environment should be human- scale and pedestrian oriented rather than large-scale and auto-oriented. There are urban design characteristics that transcend eras, styles, and typologies that help to explain why Boone's beloved downtown makes human beings comfortable. Human-scale development is not defined by density, but instead by urban design that makes human beings comfortable and happy navigating streets, activity centers, and neighborhoods on foot. Human-scale built environments might consider terminating vistas at the end of streets or the width and frontage of new buildings.

Goal 1.3: A preserved heritage: Boone's unique architectural and cultural history is celebrated. The town preserves historic buildings and encourages the design of new buildings and places that complement its architectural heritage.

Goal 2.4: Increase mobility through capacity & access management: Ensure Boone's street network supports safe, reliable transportation for all modes by addressing growth-related challenges with strategic roadway improvements beyond traditional widening.

Chelsea Garrett, attorney for the developer, spoke up with concern that her client had not had the opportunity to speak. Ms. Meade explained the public comment procedure and added that if the

Council wished to reopen it, her client was welcome to speak. Council agreed to reopen the public comment period, but her client declined to speak.

Council Member Roseman then withdrew her motion.

Mayor Pro-Tem Carter then made a motion that the proposed amendment to the Town's map is not consistent with the Town's current comprehensive plan because conflict with respect to the following provisions of Boone Next:

Goal 1.1: A sustainable built pattern: Boone's interwoven natural and built environments will promote social, environmental, and fiscal sustainability while aiming to reduce auto- dependence and the roots of traffic congestion. The town will be a leader of green building design and climate responsibility.

Goal 1.2: Development true to Boone's vision: Boone's development and redevelopment will enhance the best of the town's existing built environment and reinforce the vision set forth in this plan.

Policy 1.2.1: Build the Town for People: To the extent possible, the built environment should be human-scale and pedestrian oriented rather than large-scale and auto-oriented. There are urban design characteristics that transcend eras, styles, and typologies that help to explain why Boone's beloved downtown makes human beings comfortable. Human-scale development is not defined by density, but instead by urban design that makes human beings comfortable and happy navigating streets, activity centers, and neighborhoods on foot. Human-scale built environments might consider terminating vistas at the end of streets or the width and frontage of new buildings.

Goal 1.3: A preserved heritage: Boone's unique architectural and cultural history is celebrated. The town preserves historic buildings and encourages the design of new buildings and places that complement its architectural heritage.

Goal 2.4: Increase mobility through capacity & access management: Ensure Boone's street network supports safe, reliable transportation for all modes by addressing growth-related challenges with strategic roadway improvements beyond traditional widening.

Council Member Tait seconded the motion.

VOTE: Aye: Pruitt, Tait, Roseman, Carter
Nay: None
Absent: Ball

Mayor Pro-Tem Carter made a second motion to deny the requested rezoning (Ordinance A26-0357) on grounds that denial is reasonable and in the public interest because of the inconsistent changes, traffic issues, lack of commitment on the part of the developers, and not keeping with the spirit of the neighborhood conservation districts.

Council Member Roseman offered a friendly amendment that, in denying the rezoning request, the Town Council is protecting the safety of neighborhood and community roads for smaller lane streets, protecting the community's walkability, and preventing unsafe pedestrian traffic and other unsafe environments. Mayor Pro-Tem Carter accepted this amendment.

Council Member Roseman seconded the motion.

VOTE: Aye: Pruitt, Tait, Roseman, Carter
Nay: None
Absent: Ball

Break at 7:03 p.m. Council reconvened at 7:10 p.m.

## COUNCIL MATTERS

### Update on Town Manager Hiring Process

Mr. Perkins stated that the Town Manager position would be readvertised with assistance from Dr. Mitchell and the Town Attorney. Ms. Meade indicated that the advertisement would be revised to include a starting salary range of around $170,000 to $215,000; that the car allowance would be removed, and, if Council agreed, to provide greater flexibility with the residency requirement by allowing up to two years for relocation. Mr. Perkins also recommended adding several credential requirements to the advertisement. Dr. Mitchell suggested that she and Mr. Perkins work together to finalize a marketing plan for the recruitment. Ms. Meade noted that if the additional recruitment efforts resulted in costs exceeding the existing contract amount, the matter would return to Council for consideration. Council was in consensus in supporting staff's recommendations.

### Discussion Regarding Rental Payments & Minimum Housing Codes

Mayor George proposed discussion regarding ordinances adopted by other North Carolina municipalities to provide additional protections for renters living in substandard housing. Ms. Meade noted that state law already provides certain protections related to rent payments when a property is uninhabitable, but agreed to research how other municipalities have used minimum housing standards to more clearly define habitability and strengthen those protections. Mayor George emphasized that the intent was to ensure fairness when tenants were paying rent for

housing that had been determined to be substandard. It was the consensus of Council for the Town Attorney to research the issue and bring additional information back for consideration.

## Recommendation for the Award of Janitorial Services Agreement

Mr. Miller presented the recommendation to award janitorial services for Town facilities and noted that the Town had previous experience with the two lower bidders. He also discussed concerns regarding the quality of services provided by the Town's current cleaning contractor and noted that the proposed contract amount was approximately equal to the amount budgeted for cleaning services.

Council members discussed whether management of the cleaning contract should remain with Finance or be transferred to Facilities. Mayor Pro-Tem Carter stated that, as the Town continued efforts to streamline operations, he preferred assigning oversight of the cleaning contract to the Facilities Superintendent, and other Council members agreed. Upon a motion by Council Member Roseman, seconded by Council Member Tait, Council voted to approve the recommendation and agreement as presented.

VOTE: Aye: Pruitt, Tait, Roseman, Carter
Nay: None
Absent: Ball

## Monthly Financial Update

Mr. Miller presented the monthly update for the Town of Boone. A complete copy of the presentation is available online at boonenc.gov.

## Consideration of Agreement – NCLM

Upon a motion by Council Member Pruitt, seconded by Council Member Roseman, Council voted to accept the addendum to the previously adopted agreement between the Town of Boone and the North Carolina League of Municipalities as presented.

VOTE: Aye: Pruitt, Tait, Roseman, Carter
Nay: None
Absent: Ball

## Consideration of Amendment to Town Code § 50.291 Regarding Extension of Water or Sewer Service to State-Owned Properties

Ms. Meade presented a proposed amendment to Section 50.291 regarding water and sewer extensions outside the corporate limits. The amendment would add an exception allowing Council to consider extensions without requiring annexation when the development involves property owned or used by the State of North Carolina, the University of North Carolina, or its constituent institutions and is exempt from Town zoning and land use regulations under state law.

Ms. Meade explained that requests meeting the proposed exception would still come before Council for consideration and remain within Council's discretion. She noted the ordinance could alternatively be written to allow staff approval, with matters referred to Council when concerns arise. Ms. Meade indicated such requests were not expected to occur frequently and expressed support for retaining Council oversight, particularly given recent changes in state law affecting municipal authority. Council members agreed that retaining discretion over these requests was preferable. Ms. Meade noted one grammatical error (requiring an insertion of an "or" before the additional paragraph) to be resolved.

Upon a motion by Council Member Roseman, seconded by Council Member Tait, Council voted to approve the amendment to Town Code § 50.291 as amended.

VOTE: Aye: Pruitt, Tait, Roseman, Carter
Nay: None
Absent: Ball

**Ordinance # _____**

**AN ORDINANCE TO AMEND CHAPTER 50, SECTION 291 OF THE TOWN OF BOONE CODE OF ORDINANCES REGARDING WATER AND SEWER EXTENSIONS AND CONNECTIONS OUTSIDE OF TOWN LIMITS**

**WHEREAS**, the Town of Boone operates a public water and sewer system under the authority of Chapter 160D of the N.C. General Statutes; and

**WHEREAS**, the Boone Town Council finds it desirable and in the best interests of the residents of Boone to make certain modifications to the town's ordinance regarding extensions and connections of water or sewer outside the town limits in light of the change to state law codified at N.C.G.S. §160D-913 exempting certain state-owned and managed properties and developments from the town's zoning and development regulation;

**NOW THEREFORE, BE IT ORDAINED BY THE BOONE TOWN COUNCIL THAT:**

**SECTION 1.** Section 50.291of the Boone Code of Ordinances is hereby revised as set forth in the attached **Exhibit A** to this Ordinance, which is incorporated by reference.

**SECTION 2.** All provisions of any Town ordinance in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 3.** In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

**SECTION 4.** This Ordinance shall be effective immediately upon its adoption by Town Council.

Adopted this _____ day of _____, 2026

_____ ATTEST: _____

Dalton George, Mayor Town Clerk

# EXHIBIT A

*§ 50.291 EXTENSIONS AND NON-HARDSHIP CONNECTIONS OUTSIDE OF THE TOWN LIMITS PROHIBITED EXCEPT UPON APPROVAL OF ANNEXATION AND ZONING; EXCEPTIONS.*

(A) Except in cases of hardship connections approved pursuant to § 50.290, no water or sewer connection or extension will be allowed until the property owner has petitioned and been approved for annexation and the property has been zoned.

(B) Exceptions for certain government-owned properties. In its discretion based upon its weighing of the public interests, and upon such additional conditions as it may choose to impose, Town Council may authorize a water or sewer connection of property located outside the town corporate limits if the property is owned by the State of North Carolina, the town, or Watauga County and either:

(1) The property is to be used for public utility purposes as authorized per G.S. § 116-35 (regarding university utilities); or

(2) The property is to be developed with the financial assistance of Watauga County and/or the town pursuant to the authority granted by G.S. § 158-7.1 for local government support of economic and industrial development. For purposes of this division, "financial assistance" is intended to include the provision of a leasehold interest in real estate, but is not intended to include the mere provision of water or sewer or other utility infrastructure itself. This exception is not intended to include any residential housing project of any nature.

(3) If the development at issue constitutes the construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, demolition, or use of any building or property by (i) the State of North Carolina, or (ii) by The University of North Carolina or any of its constituent institutions so as to be exempted from town zoning and land use regulation under state law.

(C) In order to proceed with an application under division (B), the applicant must present to the Town Council a general development plan setting forth planned uses, siting of structures, sketch drawings of buildings/elevations, and any such additional information, drawings, or plans as may be required by Council. However, the foregoing provisions is not intended to limit the Council's discretion as to what information, drawings, or plans it may require. For example, in its discretion, the Council may require documentation sufficient to meet the requirements for site-specific plan approval under the town's development ordinance.

(D) Any water or sewer connection granted under division (B) is limited to the use of development site as presented in the general development plan presented to Council. In the event the use of the site is substantially changed or the property sold to a non-governmental entity, the Director shall provide 30 days written notice and disconnect the water/sewer connection.

**§ 160D-913. Public buildings.**

(a) Except as provided in G.S. 143-345.5 and this section, local government zoning and development regulations are applicable to the erection, construction, and use of buildings by the State of North Carolina and its political subdivisions.

(b) Except as provided in G.S. 143-345.5, this Chapter shall not apply to the construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, demolition, or use of any building or property by the State of North Carolina, if the project is managed by the State Construction Office, or The University of North Carolina or any of its constituent institutions, if the project is managed or authorized by The University of North Carolina, and the project is located in whole or in part in Buncombe, Orange, Watauga, or Wake County.

(c) Except as provided in G.S. 143-345.5, this Chapter shall not apply to the construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, demolition, or use of any building or property when the project is managed by the Legislative Services Commission.

(d) Notwithstanding the provisions of any general or local law or ordinance, except as provided in Part 4 of Article 9 of this Chapter, no land owned by the State of North Carolina may be included within an overlay district or a conditional zoning district without approval of the Council of State or its delegate.

(e) For properties exempt from this Chapter under subsection (b) or (c) of this section, the State Construction Office or the Legislative Services Commission shall consult with the appropriate county or city with jurisdiction with regard to all of the following:

(1) Water and sewer services to be provided to the project.
(2) Stormwater implications of the project.
(3) Impacts on traffic patterns and parking.
(4) Perimeter buffering, landscaping, tree protection, and riparian buffer requirements.
(5) Local environmental regulations adopted under Part 2 of Article 9 of this Chapter.

DRAFT

Appointment to Historic Preservation Commission

Council Member Roseman nominated Adelia Daly to serve on the Historic Preservation Commission. Hearing no further nominations, Mayor George called for a vote.

VOTE: Aye: Pruitt, Tait, Roseman, Carter
Nay: None
Absent: Ball

With no further discussion, Mayor George adjourned the meeting at 7:48 p.m.

_____ _____

Nicole Harmon, Town Clerk Dalton George, Mayor

# Town of Boone
# Agenda Item Action Request Form

**This form must be completed and attached to all supporting documentation for items to be included in the Town of Boone Council agenda. One (1) form per agenda item.**

**Submitted By:** Hank Perkins, Interim Town Manager

**Department:** Administration

**Contact Phone:** 828.268.6200

**Email:** hank.perkins@boonenc.gov

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:** For Action

**Item Title:** Consideration of Council Meeting Schedule

**Summary of Information:** In November, the first regular meeting is scheduled for Wednesday, November 11, which falls on Veterans Day and is a Town holiday. The second regular meeting is scheduled for Wednesday, November 25, the day before Thanksgiving, which will likely present quorum and staffing challenges due to holiday travel schedules.

To minimize disruption, staff proposes the following adjustments:

- Cancel the November 11 regular meeting.
- Reschedule the November 25 regular meeting to the prior week. Available dates are November 17, 18 (daytime), and 19.

**December presents a similar scheduling challenge, as the second regular meeting falls during the week of the Christmas holiday on Wednesday, December 23.**

Staff suggests holding the first regular meeting on Wednesday, December 9, as scheduled, and either:

- Cancel the December 23 regular meeting; or
- Reschedule the December meeting to the prior week. Available dates are December 14, 15, 16 (daytime), and 17.

# Town of Boone
# Agenda Item Action Request Form

**This form must be completed and attached to all supporting documentation for items to be included in the Town of Boone Council agenda. One (1) form per agenda item.**

**Submitted By:** Laney Wise, Grants Coordinator/Communications

**Department:** Administration

**Contact Phone:** (828) 268-6200

**Email:** laney.wise@boonenc.gov

**Date of Council Meeting to consider this item:** 10/14/2026

**Council Action Requested:** For Discussion

**Item Title:** CDBG-DR Workforce Housing for Ownership Program Discussion

**Summary of Information:** Town staff requests that Council hold a discussion regarding a potential application for the CDBG-DR Workforce Housing for Ownership Program. Jane Shook, Director of Planning and Inspections, and Laney Wise, Grants Coordinator/Communications, will provide Council with information obtained since the previous discussion regarding the CDBG-DR Workforce Housing for Ownership Program.

Attached for Council consideration is additional information regarding the proposed plan for the project, as well as a draft concept plan for Council review. Additionally, Town staff have included information regarding direction needed from Council regarding this program.

## Workforce For Housing Ownership Program

Staff has continued evaluating the RenewNC Workforce for Housing Ownership Program (WHFO) as approved by Council in September.

Based on research, the Town of Boone appears to be an eligible applicant and could submit a competitive application if all required materials can be prepared before the December 13th deadline.

Concept Plan (Attached)

Recently, Staff met on site to evaluate the feasibility of developing housing on the Town's water tank property located off of WYN Way. According to tax records, this property is approximately 2.9 acres.

Following this preliminary site review and an evaluation of existing infrastructure, Staff developed a concept plan that would utilize roughly a .7 acre of the property. The concept would allow for the construction of five single-family homes ranging from approximately 900-1400 square feet. Each home would include two (2) parking spaces and be located on individual lots of approximately 5-6,000 square feet.

The proposed development area includes an estimated 20% grade change from the upper to lower portions of the site.

It should be noted that this concept plan was developed without a detailed site assessment. While the overall property may support a greater number of housing units, additional development would likely require new streets, stormwater infrastructure, and potential utility extensions.

Site Considerations

Staff has identified the following issues that may need to be addressed:

1. WYN Way is less than 18' where it intersects with Junaluska Road with varying widths the remainder of the way. Additional right-of-way may need to acquired to widen the roadway to accommodate the additional housing. Additionally, a power pole and fire hydrant may need to be relocated with this widening.
2. Improvements may be needed at the end of WYN Way to provide an adequate turn around emergency vehicles, snowplows, and other service vehicles.
3. An existing fire hydrant may require relocation or accommodation depending on the final placement of homes. This is the same hydrant that may need assessment in 1 above.
4. If modular or manufactured homes are utilized, an assessment will be necessary to determine whether delivery and installation can be accommodated along Junaluska Road and WYN Way.

Confirmed Partners:

1. High Country Council of Governments (Grant Administrator)
2. Northwestern Regional Housing Authority (Non-profit Developer)

Potential Partners:

1. Watauga Housing Council (Dealer for modular/manufactured units)
2. Others - TBD

Outstanding Items:

1. Site plan and cost estimates (will need Council approval to expend funds to develop a site plan.)
2. Project Management – designating Town Staff member(s)

Future Considerations:

1. CDBG Housing Program grants for other homes in area.
2. Area annexation assessment

Direction from Council:

Town staff requests that Council:

1. Approves of Town Staff completing and submitting a Pre-Application for the attached Concept Plan, in which additional feedback will be given from the North Carolina Department of Commerce. Depending on the feedback, Town Staff will either return to Council with an updated Site Plan or will continue with the application, with the final application submitted to Council for approval during the December 9th, 2026 Boone Town Council meeting, or,
2. Declines the proposal, in which Town Staff will not apply for the CDBG-DR Workforce Housing for Ownership Program.

**Concept Plan:**
**5 Single-Family Houses; 2 parking spaces each; approximate 5-6000 square foot lots**
**-(2) 3 Bed/2 Bath at 1400 square feet**
**-(3) 2 Bed/2 Bath at 900 square feet plus front porch**
**Total Area: approximately 31,000 square feet/.7 acres**

R1A
R1A
R1A
RA
R1
R1
R1
JUNALUSKA RD
JUNALUSKA RD
WYN WAY
260'
200'
1: 3 Bed/2 Bath
2: 2 Bed/2 Bath
3: 3 Bed/2 Bath
4: 2 Bed/2 Bath
5: 2 Bed/2 Bath
3456
3448
3444
3432
3428
3452
3436
3472
3476
3468
3492
3504
3508
3484
3488
3496
3536
3532
3556
3552
3548
3544
3568
3564
3572

**Legend**
- Hydrants
- E911 PARCELS
- Boone Town Limits
- Steep Slope 30 - 50%
- Very Steep Slope > 50%
- Water Main
- Wastewater Gravity Main

N
W
E
S

1 inch = 50 feet