

**BURNSVILLE TOWN COUNCIL
AGENDA
Regular Meeting - Thursday, March 4, 2021**

1. Adoption of Agenda
2. Public Comment
3. Consideration of Minutes
 - a. Regular meeting held on February 4, 2021
 - b. Closed session held on February 4, 2021
 - c. Work session held on February 15, 2021
4. Public Hearing
 - a. Consideration of the Comprehensive Land Use Plan
 - i. Staff report
 - ii. Open public hearing
 1. Public input
 - iii. Close public hearing
 - iv. Council action following public hearing
 1. Consideration of resolution
5. Presentations
 - a. Audit presentation - Sharon Gillespie
 - b. American Red Cross proclamation
 - c. Consideration of *Resolution Supporting National Fair Housing Month*
6. Administrator's Update:
 - a. COVID-19 Update
 - b. SOC with DEQ update
 - c. Consideration of Residential Water Leak Policy
 - d. Area C of Town Center lease
 - e. Employee Evaluations - set a date for Council to evaluate Administrator and Clerk
 - f. Community promotions
 - g. Discussion of events on the Town Square
 - h. Tax Report - Pursuant to G.S. 105-369(a), *Tax Delinquent Report* dated February 28, 2021 is provided as an update of uncollected revenues.
7. Department Updates
 - a. Public Works - Dillon Lundy
 - i. Water treatment plant - State revolving fund
 - b. Finance - Leslie Crowder
 - i. Budget vs. Actual dated February 28, 2021, previously provided to Council
 - ii. Discussion of opening a NC Capital Management Trust account.
 - c. Fire Department - Niles Howell
 - i. Operations
 - ii. Building project update
 - d. Police Department - Brian Buchanan

- e. Zoning/Code Enforcement - Brian Buchanan
- f. Burnsville Town Center - Corbin Cooper
- 8. Council Members' Reports
 - a. Mayor Theresa Coletta
 - b. Councilor Denise Collier - Litter pickup
- 9. Updates from Advisory Boards and Non-Profits
 - a. Economic Development Commission - Jamie McMahan
 - b. Burnsville-Yancey Chamber of Commerce - Christy Jones
 - c. High Country Council of Governments
- 10. Closed Session
- 11. Next Town Council Meeting - April 1, 2021
- 12. Adjourn

BURNSVILLE TOWN COUNCIL
Regular Meeting - Thursday, February 4, 2021

On Thursday, February 4, 2021, the Burnsville Town Council, Mayor pro tem Judy Buchanan with members Denise Collier, Bonnie McIntosh and Russell Fox present, held a regular meeting at the Burnsville Town Center. Also in attendance were town staff members Heather Hockaday, Brian Buchanan, Dillon Lundy, Niles Howell, Leslie Crowder, Chad Fox and Corbin Cooper; and visitors Ron Powell, Jody Higgins, Christy Jones, Jamie McMahan, and Woody Ryan. Mayor Theresa Coletta was absent due to a death in the family. The Mayor pro tem, who presided, called the meeting to order at 6pm and stated that the purpose of the meeting was to conduct regular business for the month of February, 2021. The meeting was streamed live for the public on the Burnsville Town Center's YouTube Channel.

Adoption of Agenda - Bonnie McIntosh moved to adopt the agenda. Denise Collier seconded the motion, which carried.

Public Comment - There was no public comment.

Consideration of Minutes - Minutes from a regular meeting held on January 7, 2021 were available for review. Bonnie McIntosh moved to approve the minutes as written. All agreed and the motion carried.

Public Hearing - Rezoning request for 407 East Main Street from R-10 to C-3

1. Staff report - Zoning administrator Brian Buchanan gave Council members an overview of the staff report, summarizing several aspects of the rezoning request such as background information, notices posted, staff and Planning Board recommendations, comparison of zones, spot zoning analysis, and staff analysis of consistency.
2. Applicant comments - Ron Powell, owner of the parcel, expressed appreciation for the assistance and professionalism of Town staff. He then mentioned discussions with neighbors supportive of the rezoning. Mr. Powell concluded by saying that he feels the rezoning request meets the criteria of C-3 and would be a good fit for Burnsville.
3. Open public hearing - Russell Fox made a motion to open the public hearing at 6:11pm. Denise Collier seconded the motion, which carried.
4. Public input - Mr. Buchanan read an email submitted by adjoining property owner Phillip Lane about the advantages of rezoning the property to C-3.
5. Close public hearing - Russell Fox made a motion to close the public hearing at 6:13pm. Denise Collier seconded the motion, which carried.
6. Consideration of rezone request
 - a. Adoption of consistency statement - Town Administrator Heather Hockaday explained the need to determine if the amendment is consistent with current plans. After a discussion of the property, Denise Collier made a motion that the rezone is consistent. Russell Fox seconded the motion, which carried.
 - b. Adoption of approval ordinance or denial resolution - Russell Fox made a motion to amend 407 East Main Street from R-10 to C-3 on the official zoning map of the Town of Burnsville. Denise Collier seconded the motion, which carried.

Bonnie McIntosh began a discussion of the amendment, speaking to the importance of small businesses but saying we should also strongly consider the placement of our residential neighborhoods. She felt that the lack of frontage to Main Street, proximity to other R-10 parcels, and the unknowns of potential development were a cause for concern. She felt that future commercial uses could have negative effects on the

surrounding residential area and that encouraging residential or multi-unit dwelling projects would be a more appropriate fit for the neighborhood. Mrs. McIntosh stated that for these reasons, she feels the lot should remain an R-10 zone.

The vote for those in favor of rezoning 407 East Main street from R-10 to C-3 was as follows:

Yes
Judy Buchanan
Russell Fox
Denise Collier

No
Bunnie McIntosh

Presentations

1. Judy Buchanan recognized former Planning Board and Public Art Design Board member Woody Ryan and presented him with a *Resolution Of Appreciation*. Mrs. Buchanan thanked Mr. Ryan for his many years of hard work and service to the Town of Burnsville. Mr. Ryan expressed gratitude for the opportunity to serve with many wonderful people in a Town that he loves.

Administrator's Update - Heather Hockaday

1. COVID-19 Update - Town Administrator Heather Hockaday updated the Council on recent announcements from the Governor's office including recent COVID-19 statistics, school reopenings and vaccination information.
2. Comprehensive Land Use Plan - Bunnie McIntosh made a motion to set a public hearing for March 4, 2021 to hear public input on the Comprehensive Land Use Plan. Denise Collier seconded the motion, which carried.
3. Town staff has been working on the details of the Special Order of Consent agreement and have participated in a pre-application call. *A Resolution For A Special Order By Consent* authorizing Mrs. Hockaday to sign and submit the SOC application was available for review. Russell Fox made a motion to approve the resolution. Bunnie McIntosh seconded the motion, which carried.
4. Mrs. Hockaday presented the Council with a Residential Water Leak Policy draft that addresses adjustments of larger than usual water bills. She wanted to give the Council ample time to review and make changes if necessary.
5. Updated Employee Handbook job descriptions were made available to Council members. Positions were updated to more accurately reflect the current arrangement of employees and duties. Bunnie McIntosh moved to approve the updated job descriptions. Russell Fox seconded the motion, which carried.
6. Mrs. Hockaday made the council aware that employee evaluations will begin soon. She wanted Council to consider a March date to evaluate the Administrator and Clerk positions.
7. Former Burnsville Town Clerk Jeanne Martin's application for Planning Board alternate was available for review. Bunnie McIntosh moved to approve Jeanne Martin as a Burnsville Planning Board alternate. Denise Collier seconded the motion, which carried.
8. Tax Report - Pursuant to G.S. 105-369(a), *Tax Delinquent Report* dated January 31, 2021 is provided as an update of uncollected revenues. Mrs. Hockaday reported that collections are at 91% and that additional efforts are being made to improve collections going forward.
9. Russell Fox made a motion to adopt the *Resolution Ordering the Advertising of Delinquent Real Estate Property Tax Lien*, Denise Collier seconded the motion, which carried.

Department Updates

1. Public Works - Dillon Lundy
 - a. The Standard Operating and Safety Guidelines were available for Council review. Bunnie McIntosh was very appreciative of the hard work put into the document and felt it had been needed for a long time. Russell Fox made a motion to adopt the guidelines. Bunnie McIntosh seconded the motion, which carried.
 - b. Mr. Lundy reported that recent issues with the acceptance of waste at the transfer station have been resolved.
2. Finance - Leslie Crowder
 - a. Budget vs. Actual dated January 31, 2021 was previously provided to Council.
 - b. A project ordinance for the OMC Pump Station/Force Main improvements was available for consideration. This project ordinance reconciles the project categories and corresponding funds to match with DENR's loan documents. Russell Fox made a motion to approve the project ordinance. Denise Collier seconded the motion, which carried.
 - c. A budget amendment reallocating expenses to cover the cost of intake pump repairs was made available. Denise Collier moved to approve the budget amendment. Bunnie McIntosh seconded the motion, which carried.
 - d. Sharon Gillespie has sent a contract with a slight price increase, Mrs. Crowder anticipates that she will present to the Council in March. Bunnie McIntosh made a motion to approve the Audit Contract and to have the Mayor sign it. Denise Collier seconded the motion, which carried.
 - e. Mrs. Crowder presented a quarterly cash report dated December 31, 2020.
3. Fire Department - Niles Howell
 - a. Operations - Fire Chief Niles Howell reported that activity had increased due to the heating season with ten structure fires in the county during January.
 - b. Building project update - Mr. Howell reported that progress had been made with the garage doors and framing in the bay area. He also spoke to efforts to enhance the facility's radio capabilities.
4. Police Department - Police Chief Brian Buchanan made an operations report available for review and reported that the 4-wheel drive vehicle is back in service.
5. Zoning/Code Enforcement - Zoning Administrator Brian Buchanan mentioned that several projects could possibly be going before the Design Review Committee soon.
6. Burnsville Town Center - Town Clerk Chad Fox reported that bookings for February have gone well considering the COVID restrictions. There has also been a noticeable uptick in calls to the facility, as people seem to be getting more optimistic about future gatherings.

Council Members' Reports

1. Mayor Pro Tempore Judy Buchanan and Mrs. Hockaday gave background on an amendment to the High Country Council of Government's Charter and their need for local municipal approval. Bunnie McIntosh made a motion to approve and adopt the amended charter. Russell Fox seconded the motion, which carried.
2. Councilor Denise Collier mentioned phone calls she had received about litter accumulating around Town. She reached out to David Graham of the High Country

Council of Government who spoke with DOT about their litter pick up program. DOT responded with an expectation to resume the program later in the year.

Updates from Advisory Boards and Non-Profits

1. Economic Development Commission Director Jamie McMahan
 - a. Mr. McMahan reported that the sale of the Hickory Springs Manufacturing facility has closed, with details to follow on the next day.
 - b. Little Leaf Farm's has completed all of their due diligence and are now waiting on final approval from their board of directors, who meet later in February.
 - c. Curriculum for the Homegrown Developers Project, an educational program for regional contractors, has been developed. Conversations have also been had about potential funding sources and locating instructors.
 - d. Plans for the Yancey County Community Resource Center, future home of the Farmers' Market, will go before the Design Review Committee on February 22, 2021. The expectation is that the project will begin in March and be completed by August.
 - e. Mr. McMahan met with 45 students involved in the Net Zero Energy Workforce Housing for WNC. The students are creating two designs for energy efficient workforce development housing that could be used for projects in Yancey County.
 - f. Mr. McMahan also mentioned that Yancey County Commissioners have approved a resolution and draft language modernizing the occupancy tax statute. The revision would allow for greater flexibility in how the occupancy tax could be spent.

Closed Session - Russell Fox made a motion to go into closed session pursuant to N.C.G.S. 143-318.11(a)(5) and N.C.G.S. 143-318.11(a)(6) at 7:25pm. Bunnie McIntosh seconded the motion, which carried.

Russell Fox made a motion to leave the closed session at 7:46pm. Bunnie McIntosh seconded the motion, which carried.

The Council reconvened in open session and took no action.

Next Town Council Meeting

Work session - February 15, 2021

Regular meeting - March 4, 2021

There being no further business, Russell Fox made a motion to adjourn at 7:47pm. The meeting adjourned.

J. Chad Fox, Town Clerk

Theresa Coletta, Mayor

BURNSVILLE TOWN COUNCIL
Special Meeting, Work Session - Monday, February 15, 2021

On Thursday, February 15, 2021, the Burnsville Town Council, with members Mayor Theresa Coletta, Judy Buchanan, Denise Collier, Bunnie McIntosh and Russell Fox present, held a special meeting at the Burnsville Town Center. Also in attendance were town staff members Heather Hockaday, Niles Howell, Leslie Crowder, Chad Fox and Corbin Cooper; and visitor EDC Director Jamie McMahan. The Mayor, who presided, called the meeting to order at 5:34pm. The meeting was streamed live for the public on the Burnsville Town Center's YouTube Channel.

Mayor Coletta welcomed everyone and yielded the agenda to the Town Administrator Heather Hockaday.

Mrs. Hockaday explained that the goal of the work session was to discuss and review water and wastewater projects, priorities, cost estimates, funding options, and internal strategic planning.

Water Projects - Mrs. Hockaday led a discussion on current and high priority water projects. She mentioned the details of upgrades being made to the water plant, a project currently in progress. High priority projects discussed included an upgrade to the Bolens Creek raw water line, updates to the CIP, Asset Management Plan, GIS map, upgrades to the Cane River water intake, replacing East and West Main Street water main lines, installing a water line extension to Hickory Springs, and improvements to the Shepherds Way lift station.

Wastewater Projects - Mrs. Hockaday began with a discussion of two completed wastewater projects, the .3 treatment train rehab and the repairs to the Force Main. Repairs to the OMC pump station, currently in progress, were discussed. Mrs Hockaday also made the Council aware of several high priority projects that the Town needs to consider including a replacement of the East Main interceptor line, updates to the CIP, Asset Management Plan and GIS map, a rehab of the .5 treatment train, upgrades to the sewer plant, repairs to the Bakers Creek pump station and Meadow Road sewer line, and the legal transfer of the East Yancey Sewer District to the Town of Burnsville.

Identifying the Town's most critical needs and funding sources were discussed. Mrs. Hockaday reminded the Council that some sources would require the Town to raise rates and recommended that a rate study be done to understand the Town's borrowing capacity. She mentioned that if the extraneous inflow and infiltration could be eliminated, the wastewater system could handle an additional three thousand homes.

Discussion of On-Call Engineering - Mrs. Hockaday said that engineering, in coordination with staff, will be needed to help prioritize upcoming projects. She explained that having multiple on-call engineering services would have several advantages and help to maintain compliance with the Mini-Brooks act. Council members were in agreement to direct staff to send out RFQs to engineering firms, then have a committee evaluate and score the offers.

Discussion of SOC agreement with DEQ - Mrs. Hockaday and staff were informed that an application must be completed before moving forward on the agreement. The application requires an independent certification from an independent expert, stating that the steps of the agreement need to be completed for the wastewater system to come into compliance.

Conversations with the State have suggested that projects such as completing the OMC pump station, connecting to the Micaville sewer system, repairs to the West Main interceptor, and upgrades to the .5 treatment plant be included in the agreement.

State officials have said an agreement would lift the tap moratorium but not the extension moratorium. They've expressed a willingness to amend the agreement if necessary changes occur as long as the Town is diligently working toward the goals of the agreement.

Internal Strategic Planning 2021

1. **Building Maintenance and Repair** - Mrs. Hockaday expressed the importance of assessment, audits, and capital improvement plans. She mentioned that energy audits were done recently on the sewer and water treatment plants by Rural Water at no cost. Mrs. Hockaday and Reid Conway from DEQ also met to discuss energy usage and having Waste Reduction Partners perform energy audits on Town buildings to help improve efficiency.
2. **Town Center roof** - Estimates for repairs to the Town Center roof were discussed. Fire Chief Niles Howell also mentioned the need for repairs at the Fire department.
3. **ADA issues/Town Hall accessibility** - A discussion of options to make the Burnsville Town Hall more ADA compliant was had. Mayor Theresa Coletta expressed her desire to have Town Hall completely ADA compliant and emphasized that installing an elevator should remain a priority.
4. **Design and Remodel of old Fire Department building** - Mrs. Hockaday had a discussion with Jason Miller of ASU about having the students design a remodel of the old fire department. A meeting will be held on February 19th to review the proposal with staff to see if the project is possible. The Mayor and Council were strongly supportive of Police and Public Works having a better work environment.

Energy Efficiency/Sustainability - As discussed earlier, energy audits have begun on some facilities. Information from Waste Reduction Partners will help the Town develop a plan to improve energy usage.

Organizational

1. **Creating continuity in management/form of government** - Mayor Coletta spoke to how valuable it has been having Heather Hockaday as Town Administrator and Lawyer. She said moving toward a Manager-Council form of government would add continuity and create a more effective and efficient government.

EDC Director Jamie McMahan added what an advantage it was to have an administrator on a day to day basis, allowing for greater stability. He felt that Burnsville is at a place where it is essential to have a position that oversees long term planning. He also mentioned the ability of the council to delegate certain authorities to the Manager and would urge the Council to consider what the change would look like.

Mayor Coletta felt that having a manager in charge would be good responsible government and that the council should put changing the form of government on an upcoming agenda.

Bunnie McIntosh said that the NCLM highly recommended that local municipalities have a manager and she urged the Council to seriously consider the issue.

Members Denise Collier and Russell Fox were supportive of considering the change at a future meeting.

Mayor Coletta reiterated the importance of consistent leadership and asked Mr. McMahan to be available to answer any questions that the Council may have.

2. Future personnel planning and recruitment - Mrs. Hockaday updated the Council on the need to address issues with a large number of employees nearing retirement and how best to recruit new employees.

Legal - A discussion on updating the General Code and Zoning Ordinances was tabled until a later date.

Next Town Council Meeting

Regular meeting - March 4, 2021

There being no further business, the meeting adjourned at 7:48pm.

J. Chad Fox, Town Clerk

Theresa Coletta, Mayor

Theresa Coletta, *Mayor*
Jeanne Martin
Town Clerk
Heather Hockaday
Town Administrator/Attorney

Town of Burnsville

Councillors:
Judy Buchanan
Denise Collier
Russell Fox
Bunnie McIntosh



NOTICE OF PUBLIC HEARING

North Carolina General Statute 160D-510 requires “as a condition of adopting and applying zoning regulations under this Chapter, a local government shall adopt and reasonably maintain a comprehensive plan or land-use plan”. The Town is required to hold a public hearing prior to the adoption of the comprehensive land-use plan. On March 4, 2021 at 6:00 p.m. the Burnsville Town Council, during its regular business meeting, will hold a public hearing in the Burnsville Town Center at 6 South Main Street, Burnsville, North Carolina. The purpose of the public hearing is to hear public comment on the proposed Comprehensive Land Use Plan for the Town of Burnsville. A copy of the proposed Comprehensive Land Use Plan is available for review on the Town of Burnsville’s website and at Town Hall.

During the State, County and Town State of Emergency for the COVID-19 pandemic, members of the Burnsville Town Council may hold official meetings by use of conference telephone or other electronic means pursuant to North Carolina Statute 143-318.13. Members of the Town Council joining by electronic means shall be deemed present for purposes of a quorum and voting. Members of the public shall wear masks and a minimum of six (6) feet of distance between persons shall be maintained at all times. A live stream of the meeting will also be accessible to the public via the Burnsville Town Center’s YouTube Channel. Comments will be taken at the meeting and may also be emailed to publiccomment@townofburnsville.org.

Individuals requiring special accommodations for this meeting, or for other questions and concerns, please contact the Town Clerk at (828) 682-2420.

RESOLUTION OF THE BURNSVILLE PLANNING BOARD TO RECOMMEND THE COMPREHENSIVE
LAND USE PLAN TO THE BURNSVILLE TOWN COUNCIL

WHEREAS, the Steering Committee for the 2021 Burnsville, NC Comprehensive Land Use Plan has approved a draft of a Land Use Plan, drafted by Consultant, Cory Osborne, from High Country Council of Governments; and

WHEREAS, the Steering Committee has recommended the 2021 Burnsville NC Comprehensive Land Use Plan to the Burnsville Planning Board for approval on January 12, 2021; and


WHEREAS, the Burnsville Planning Board has received the 2021 Comprehensive Land Use Plan for the Town of Burnsville and upon review recommends referring the draft plan to the Burnsville Town Council publish the draft for public comment, to hold a public hearing and ultimately adoption by the governing council.

NOW, THEREFORE, it is hereby resolved that by the Burnsville Planning Board the following:

1. That the 2021 Burnsville, NC Comprehensive Land Use Plan draft is approved and recommended to the Burnsville Town Council for further action.

This the 25 day of January, 2021.

ATTEST:


CLERK

BURNSVILLE PLANNING BOARD

BY: 
KIM SIMPSON, CHAIR

RESOLUTION ADOPTING THE TOWN OF BURNSVILLE COMPREHENSIVE LAND USE PLAN 2021

WHEREAS, the Burnsville Town Council authorized the drafting of a Comprehensive Land Use Plan (“the Plan”) as required by the North Carolina General Assembly to guide land use development regulations within the Town; and

WHEREAS, the Town engaged the consulting services of High Country Council of Government to facilitate the process of planning and drafting the Plan on behalf of the Town; and

WHEREAS, members of Planning Board along with two members of Town Council and Town staff participated as Steering Committee members holding multiple public meetings to provide input and review the Plan; and

WHEREAS, at the February 4, 2021 regular business meeting of the Council a recommendation to accept the plan was presented from the Burnsville Planning Board and a public hearing was set for March 4, 2021. The Plan was posted to the Town’s website for public inspection and input and proper statutory notice of the public hearing was published in the local newspaper; and

WHEREAS, on March 4, 2021 the Burnsville Town Council held a public hearing on the proposed Comprehensive Land Use Plan 2021.

NOW, THEREFORE, BE IT RESOLVED by the Burnsville Town Council as follows:

The Comprehensive Land Use Plan 2021 as drafted and presented on March 4, 2021 is hereby adopted as submitted.

This the 4th day March, 2021.

TOWN OF BURNSVILLE:

BY: _____
Theresa Coletta, Mayor

ATTEST:

J. Chad Fox, Clerk to the Board

(TOWN SEAL)

Approved as to form:

Heather Hockaday, Town Attorney

Theresa Coletta, *Mayor*
Jeanne Martin
Town Clerk
Heather Hockaday
Town Administrator/Attorney

Town of Burnsville

Councilors:
Judy Buchanan
Denise Collier
Russell Fox
Bunnie McIntosh



PROCLAMATION **AMERICAN RED CROSS MONTH, 2021**

WHEREAS, March is American Red Cross Month, a special time to honor the kindness of our neighbors who aid families in need every day in Yancey County, across the United States and around the world. Their dedication touches millions of lives each year as they carry out the organization's 140-year mission of preventing and alleviating suffering.

WHEREAS, during the trying times of the coronavirus pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give blood when our country faced a severe blood shortage.

WHEREAS, here in Western North Carolina, local families relied on volunteers for comfort and hope. Last year, 358 local American Red Cross volunteers responded to 198 home fires and local disasters, educated over 1,100 people in community preparedness, installed 600 smoke alarms, provided 950 services to military members and their families, and helped collect over 24,000 units of lifesaving blood products.

NOW THEREFORE, BE IT RESOLVED, this lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in their commitment to care for people in need.

Theresa Coletta, Mayor

ATTEST:

Town Clerk

Theresa Coletta, *Mayor*
Jeanne Martin
Town Clerk
Heather Hockaday
Town Administrator/Attorney

Town of Burnsville



Councilors:
Judy Buchanan
Denise Collier
Russell Fox
Bunnie McIntosh

RESOLUTION SUPPORTING NATIONAL FAIR HOUSING MONTH

WHEREAS, April marks the anniversary of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

WHEREAS, the Town of Burnsville desires that all its citizens be afforded the opportunity to attain a decent, safe and sound living environment; and

WHEREAS, individuals in the State of North Carolina have the right to choose where to live without discrimination based on race, color, religion, age, sex, national origin, handicapped status, or familial status; and

WHEREAS, the State of North Carolina enacted the North Carolina State Fair Housing Act in 1983;

NOW, THEREFORE, BE IT RESOLVED, the Town of Burnsville does hereby join in the national celebration by proclaiming April 2021 as Fair Housing Month.

Adopted by the _____ day of _____ 2021.

Theresa Coletta, Mayor

Chad Fox, Town Clerk

Residential Water Leak Policy

This policy applies to RESIDENTIAL WATER ACCOUNTS ONLY.

A customer with a larger than usual water bill due to a qualifying water leak may apply for a water payment adjustment one (1) time every 12 months.

1. Terms:

- a. No one is allowed more than one (1) adjustment in a twelve (12) month period;
- b. The customer's account must be in good standing with no payments or late fees pending;
- c. At the time of the adjustment request the customer must present written documentation that the qualifying leak has been repaired from either a licensed plumber or receipt showing purchase of parts;

2. Qualifying Leaks: The following are considered "qualifying leaks" for purposes of this policy:

- a. A line break on the customer's side of the meter;
- b. A faulty or broken plumbing pipe or plumbing fixture (such as a toilet, water heater or faucet) inside the home on the property;

3. Non-Qualifying Leaks:

- a. Water loss caused by leaving the water running inside or outside the home, through either a tap or hose;
- b. Filling a swimming pool, hot tub or other outdoor water toy or water feature such as fountains or ponds; (customers filling personal swimming pools can receive an adjustment for sewer charges associated with the pool fill once every twelve (12) months);
- c. Watering lawns or gardens;
- d. Washing cars, windows or siding;

4. Adjustments:

A user with an account in good standing, after providing evidence of a qualifying leak and repair receipt, shall receive an adjustment as follows:

- a. The charges for sewer on a customer's bill will be adjusted to zero (0.00). The user will have to pay the water charges in full up to \$300.00. Any amount over \$300.00 will be paid on a four (4) month written payment plan. Payment in full may be made at any time without penalty.

5. Payment Plans:

The payment plan will divide any amount over \$300.00 into 4 equal payments. Interest and late fees will still be applied to any outstanding amount. The extra payments and fees will be added to the customer's regular monthly charges and will appear on their regular monthly bill. The additional charges will be due and payable at the time the regular monthly payment becomes due. During the payment plan period if the account becomes delinquent for any reason the payment plan will be null and void and the entire amount will become due and payable or the water service will be disconnected and all amounts owed including any required reconnection fees must be paid in full before service will be reconnected.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto (“Lease”), is hereby entered into by and between the Town of Burnsville a body politic and a duly organized and existing political subdivision of the State of North Carolina, by and under the authority of NCGS 160A-272(b) (“Landlord”) whose address is PO Box 97, Burnsville NC 28714 and Linhart Realty Group LLC, (“Tenant”) a North Carolina Limited Liability Corporation, whose address is 116 N. Main Street Hendersonville, NC 28792.

FOR AND IN CONSIDERATION of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PREMISES:

Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (hereinafter called the “Premises”), to wit:

The space known as “Area C” of the Burnsville Town Center located at 6 South Main Street, Burnsville, North Carolina 28714. Said “Area C” being a portion of the building located on a property owned by the Town of Burnsville, North Carolina shown at Yancey County Deed Registry Book 437, Page 486.

2. TERM:

This lease term shall be for one year (12 calendar months) and shall begin on April 1, 2021 “commencement date” and shall end at 11:59 p.m. (EST) on April 1, 2022, unless sooner

terminated as herein provided. Tenant will return the premises to Landlord as proscribed in this agreement.

3. RENTAL:

During the term of this Lease, and beginning on April 1, 2021 Tenant agrees to pay Landlord (or its Agent as directed by Landlord) an annual rental of \$14,400.00 payable in equal monthly installments of \$1,200.00 in advance on the first day of each calendar month during the term hereof, without notice, demand, deduction or set off \$1,200.00 to be paid in advance on the first day of that month and on the first day of each month thereafter.

If Landlord fails to receive full rental payment within 10 days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to 5% of the overdue amount, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost the Landlord will incur by reason of such late payment.

4. SECURITY DEPOSIT: The landlord requires and the Tenant agrees to pay the following amount as a non-refundable security deposit: \$1,200.00 due at the signing of this lease.

5. UTILITY BILLS/SERVICE CONTRACTS

Rent includes the following utilities: electricity, natural gas, basic WiFi, water/sewer. Tenant will be responsible for telephone communications and any upgraded wireless capabilities.

Tenant agrees that it shall be responsible for contracting with any other service providers for internet, phone or cable or satellite television services and will be solely responsible for payment of those bills.

6. RULES AND REGULATIONS:

The rules and regulations, if any, attached hereto are made a part of this Lease. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of this Lease. (See attached Addendum)

7. PERMITTED USES:

The permitted use of the Premises shall be: The operation of a real estate sales office (Permitted Use).

The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable local, state or federal laws) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with

other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. Tenant at its sole expense will return the Premises to the Landlord in its original condition prior to any modifications thereto. Tenant will be entitled to a refund of terminating month's rent on a pro rata basis determined by a 30 day rental period. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, roof, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances. During the term of this Lease Tenant is allowed access to the area of the Premises which includes any attic and/or rooftop space for purposes of running electrical, plumbing or internet/satellite services, provided attachment of any wires, pipes, devices or structures to the roof must be approved by Landlord or its designated agent.

8. TAXES AND INSURANCE:

The Premises is owned by a governmental unit and is exempt under North Carolina law from ad valorem property taxes. Landlord shall procure and pay for broad form fire and extended and special perils insurance with respect to the Premises as in its reasonable discretion may deem necessary. Tenant shall procure, pay and be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereof. Tenant shall procure, pay and be solely responsible for any Worker's Compensation insurance requirements required by law. Tenant will provide proof of said insurance policies to the Landlord, subject to Landlord's approval, which shall not be unreasonably withheld, prior to making any improvements to or taking possession of the Premises. Failure of Tenant to provide for or allow the lapse of the above referenced insurance requirements shall cause the termination this lease agreement and the lease shall be void. If such is the case the Tenant at his sole expense will return the Premises to the Landlord in its original condition prior to any modifications or use thereto. Tenant will be entitled to a refund of that month's rent on a pro rata basis determined by a 30 day rental period.

9. INSURANCE; WAIVER; INDEMNITY:

During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than \$1,000,000.00 combined single limit, per occurrence. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agents (including the members of the elected Town Council of the Town of Burnsville), all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to the expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord, and subject to Landlord's approval, which shall not be unreasonably withheld, prior to making any improvements to or taking possession of the

Premises as specified herein. Failure of Tenant to provide for the insurance requirements or to allow the lapse of the above referenced insurance requirements shall cause the termination of this lease agreement and the lease shall be void. If such is the case the Tenant at his sole expense will return the Premises to the Landlord in its original condition prior to any modifications thereto. Tenant will be entitled to a refund of that month's rent on a pro rata basis determined by a 30 day rental period.

Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only as long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this lease.

Except as otherwise provided in this Lease, Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. The indemnity provisions herein cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant as the case may be. The indemnity obligations in this provision shall survive the expiration or earlier termination of this Lease.

10. REPAIRS BY LANDLORD:

Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises (exclusive of all glass and exclusive of all exterior doors), Landlord is responsible for any repairs to the sidewalk surrounding the Premises and, except as may be specifically allocated by Tenant in provisions of this Lease herein, Landlord agrees to be responsible for capital repairs and replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital repairs or replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Landlord, at its expense, shall maintain the heating, ventilation and air conditioning systems in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

11. REPAIRS BY TENANT:

Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. (However, Landlord and Tenant agree that there will be some alterations to the Premises made by and at the expense of Tenant to prepare the Premises for the Permitted and intended use of the Tenant. The terms of those alterations are stated hereinbelow.) Tenant, throughout the term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, (except those repairs expressly required to be made by Landlord hereunder), specifically including, but not limited to,

any building and other improvements located thereon, all lighting, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of \$500.00.

Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the date of entry into the Premises, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim demand or cause of action arising on account of Tenant's breach of these provisions.

12. ALTERATIONS:

Tenant shall not make any alterations, additions, or improvements to Premises without Landlord's or its designated agent's prior written consent. Tenant shall promptly remove any alterations, additions and improvements constructed in violation of this provision upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord or its designated agent, free of any and all liens or encumbrances. Landlord or its designated agent may require Tenant to remove any alterations, additions or improvements (whether made with Landlord's consent or not) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery, equipment or trade fixtures.

13. DESTRUCTION OF OR DAMAGE TO PREMISES:

If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under the above paragraph Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within 30 days after such occurrence and prosecute the same diligently to completion, not to exceed 120 days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said 120 day period, Tenant's sole remedy shall be to terminate this Lease.

In the event of reconstruction of the Premises, Tenant shall continue operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

In the event of the termination of this Lease under any of the provisions in this section both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

14. GOVERNMENTAL ORDERS:

Tenant, at its own expense, agrees to comply with: any law, statute, ordinance, regulation, rule, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises; the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time; and, the Americans with Disabilities Act and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one half (1/2) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this lease. Further Tenant agrees to hold harmless and indemnify to third parties Landlord for any possible damages resulting from said change or alteration of the current law.

15.ASSIGNMENT AND SUBLETTING:

Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant.

16. EVENTS OF DEFAULT:

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease shall constitute a breach of this Lease on the part of the Tenant: Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; Tenant abandons or vacates the Premises; Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon

Tenant under this Lease within thirty (30) days after written notice of such breach; Tenant is adjudicated bankrupt; A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; Tenant makes an assignment for benefit of creditors; or Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

17. REMEDIES UPON DEFAULT:

Upon occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease has not been terminated); or Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations (pursuant to legal requirements for the Landlord under applicable State law) and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on re-letting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

18. EXTERIOR SIGNS:

Tenant shall place no signs upon the outside walls, doors or roof of the Premises, except with the express written consent of the Landlord or its designated agent, in the Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs, including but not limited to the Sign Ordinance of the Town of Burnsville, and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

19. LANDLORD'S ENTRY OF PREMISES:

Landlord, or its designated agent, may advertise the Premises "For Rent" thirty (30) days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord or its designated agent, may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

20. QUIET ENJOYMENT:

So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

21. HOLDING OVER:

If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under this agreement shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under this agreement as stated in paragraph three (3) "RENTAL" above.

22. ENVIRONMENTAL LAWS:

Tenant covenants that with respect to any Hazardous Materials it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain and where necessary file with the appropriate authorities, all reports, receipts, manifests, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of the presence on or under the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees, contractors or successors in interest.

For purposes of this Lease, "Hazardous Materials" means any chemical, material, substance or other matter that: is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements; is regulated, controlled or governed by any Hazardous Materials Requirements; is petroleum or a petroleum product, or is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials)

The warranties and indemnities contained in this section shall survive the termination of this Lease.

23. SUBORDINATION; ATTORMENT; ESTOPPEL:

This Lease and all the Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any times its interest in this Lease and the leasehold estate to that of Tenant without Tenant's consent.

If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or non-judicially, or otherwise acquired, by a Landlord mortgagee, upon the request of the Landlord or Landlord's successor, Tenant shall attorn to said successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this lease, except those obligations that have accrued

prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by any prepayment of more than one (1) month's rental (except the security deposit, if any) or any material amendment of this Lease made after the later of the Lease Commencement Date or the date of that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

Within ten (10) days after a request from Landlord, Tenant shall execute and deliver to Landlord and estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

24. ABANDONMENT:

Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

25. NOTICES:

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notice to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph one (1) of this Lease. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other party, given as provided herein.

26. GENERAL TERMS:

"Landlord" as used in this Lease shall include the designated undersigned, its representatives (present and future), assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean any party designated by Landlord through action by the Town Council of the Town of Burnsville to act on its behalf in dealings with the terms of this lease. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors to the Premises. "Landlord" "Tenant" and "Agent" include male and female, singular and plural, corporation, partnership or individual, body politic as may fit the particular parties.

No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

27. Time is of the essence in this Lease.

28. Entire agreement, severability, legal authority, controlling law

This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included. The parties hereto recognize that the Landlord in this Lease is a body politic, a political subdivision of the State of North Carolina, and that certain statutory requirements (including public notices and public hearings) may have to be met in order to alter, change or re-negotiate any of the terms of this Lease, and hereby agree to follow any procedures or requirements necessary to legally make any changes to this Lease.

Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party from whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: the initials on these pages of this Lease are merely evidence of their having reviewed the terms of each page, and the complete execution of such initials shall not be a condition of the effectiveness of this Lease.

If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. The laws of the State of North Carolina shall govern this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed this the ___ day of _____, 2021.

LANDLORD:
TOWN OF BURNSVILLE, NORTH CAROLINA

BY: _____
Theresa Coletta

TITLE: Mayor of the Town of Burnsville, NC

DATE: _____

ATTEST: _____ **(Town Seal)**
TOWN CLERK

STATE OF NORTH CAROLINA
COUNTY OF YANCEY

I, _____, Notary Public for said County and State, has personal knowledge of the identity of J. Chad Fox, and hereby certifies that said J. Chad Fox, Clerk to the Town of Burnsville, personally appeared before me this day and acknowledged that he is Clerk to the Town Council of Burnsville NC and that Theresa Coletta is the Mayor of Town of Burnsville, and that by authority duly given and as the act of the Town of Burnsville, the foregoing instrument was signed in its name by said Mayor, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the Town of Burnsville, North Carolina, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

TENANT:
LINHART REALTY GROUP, LLC

BY: _____
A. Lee Linhart,
TITLE: Member Manager

BY: _____
Laura A. Linhart
TITLE: Member Manager

DATE: _____

STATE OF NORTH CAROLINA
COUNTY OF

I, _____, Notary Public, do hereby certify that A. Lee Linhart, member manager and Laura A. Linhart, member manager for the LINHART REALTY GROUP, LLC, personally appeared before me, this day, and acknowledged their due execution of the foregoing Lease Agreement for all purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____ 2021.

Notary Public

My Commission Expires: _____

**Addendum to Lease Agreement
Rules and Regulations Section 6**

Advertising:

Tenant shall not use the logo, seal, any other sign, insignia, or photograph of digital imagery of the Town Center (other than the address of Tenant's location) or Town Hall of the Town of Burnsville, North Carolina without the express written permission of the Town Council of the Town of Burnsville, North Carolina in any advertising or promotion of its product whatsoever; including, but not limited to, product packaging and company merchandise, print ads, flyers, internet or social media sites.



The North Carolina Capital Management Trust Government Portfolio

Purpose and Benefits

- The North Carolina Capital Management Trust Government Portfolio (“Government Portfolio”) seeks to provide preservation of capital and liquidity with a market rate of return.
- Provides an economic and convenient means to invest short-term available cash and bond proceeds.
- Offers a diversified portfolio of high-quality government money market instruments.

Authority

- Seeks to achieve this objective by investing only in those money market instruments that are authorized for investment by units of local governments pursuant to North Carolina General Statute 159-30 and in 20 North Carolina Administrative Code 3.0703.

Suitability

- Offers participants the benefits of current money market yields, convenient liquidity, and professional management.
- Allows for investments to be made in any amount for any period of time.
- Withdrawals may be made at any time with no penalties or additional charges.

Professional Management

- Government Portfolio is a diversified fund of the North Carolina Capital Management Trust, an open-end management investment company.
- Government Portfolio is managed by Fidelity Management and Research Company.
- Capital Management of the Carolinas, LLC, is Government Portfolio’s distributor and servicing agent.

Offered exclusively to the following entities of the State of North Carolina:

- Local governments
- Local ABC boards
- Public authorities
- Community colleges
- School administrative units
- Public hospitals

Please note that the prospectus and statement of additional information are the only authorized sources of definitive information regarding investment in the Government Portfolio. Investors should read and retain them for further reference.



Trading

- Participants may purchase or redeem shares by bank wire, check, or ACH (Automated Clearing House).
- All same-day wire investments may be placed by calling 800-222-3232 between 8:30 a.m. and 12:00 p.m. ET.
- ACH transactions may be placed by calling 800-222-3232 between 8:30 a.m. and 4:00 p.m. ET for settlement the following business day.

Dividends

- Government Portfolio's net income is declared as a daily dividend.
- Declared dividends are accrued throughout the month, normally distributed to shareholders on the first business day of the month, and automatically reinvested unless otherwise specified.

Confirmations and Statements

- A confirmation of each transaction will be sent by mail, indicating the date, amount, type of transaction processed, and the resulting account balance.
- Monthly account statements listing all transactions, dividends paid, and the Government Portfolio's fiscal year-to-date dividends and any paid checks will be sent after the close of each month.

For more information on **The North Carolina Capital Management Trust Government Portfolio**, please call **800-222-3232**.

Investment Strategy

- Seeks to obtain as high a level of current income as is consistent with the preservation of capital and liquidity, and to maintain a constant net asset value of \$1.00 per share.
- SEC registered money market mutual fund operating in accordance with Rule 2a-7 of the Investment Company Act of 1940.
- Normally invests at least 99.5% of its total assets in cash, U.S. Government Securities, and/or repurchase agreements that are collateralized fully (i.e., collateralized by cash or government securities)
- In addition, the Adviser normally invests at least 80% of the fund's assets in U.S. Government securities and repurchase agreements for those securities.
- Fund is rated AAAM by Standard & Poor's.*

Not FDIC Insured • May Lose Value • No Bank Guarantee

Not NCUA or NCUSIF insured. May lose value. No credit union guarantee. Not a deposit of a bank.

* The North Carolina Capital Management Trust Government Portfolio received an AAAM rating by Standard & Poor's. Standard and Poor's money market fund ratings rate the investment quality of the fund's shares and range from Aaa/AAAM (Highest) to B/Dm (lowest). Independent rating agency fund ratings include, but are not limited to, a regular analysis of a fund's liquidity, diversification, operational policies, and internal controls; its management characteristics; and the creditworthiness of its assets. Ratings are not intended as a recommendation and are subject to change.

Diversification does not ensure a profit or guarantee against a loss.

You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

The North Carolina Capital Management Trust Government Portfolio will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

Before investing, consider the funds' investment objectives, risks, charges, and expenses. Contact Capital Management of the Carolinas LLC for a prospectus or, if available, a summary prospectus containing this information. Read it carefully.

CAPITAL MANAGEMENT

OF THE CAROLINAS, L.L.C.

distributors of



The North Carolina
Capital Management Trust

February 12, 2021

Leslie Crowder
Town of Burnsville
PO Box 97
Burnsville, NC 28714

Dear Leslie:

Thank you for your interest in the *North Carolina Capital Management Trust*. The *NCCMT* is an investment to be used to assist public units with their short-term investments. It has been in existence since 1982 and is currently used by over 700 public units in the State of North Carolina. The enclosed prospectus will provide detailed information on the Trust. Please consider the following points as you evaluate our investment:

1. **Safety** - The NCCMT Government Portfolio is an *SEC registered fund* and *certified* by the Local Government Commission and only invests in those instruments, which are approved by the State of North Carolina.
2. **Liquidity** - Funds can be withdrawn on a daily basis. You are not required to leave a balance in the account.
3. **Yield** - You may find the yield competitive to bank money market funds and the rates competitive with CDs.
4. **STEPS** - The State Treasurer's Electronic Payment System is used to electronically transfer state distributions into your NCCMT account, thereby earning immediate interest on your funds. As with any transaction, you will receive a confirm describing the type of distribution.
5. **Inter-Fund Transfers between Government Units** - This feature allows separate government units having accounts with the Trust to transfer funds between these accounts thereby saving bank wiring fees.

February 12, 2021

Page Two

6. **Automated Clearing House System (ACH)** - Transactions can be made between the Trust and your local bank central depository account via the ACH system. This generally provides a cost savings from the fees your local bank would normally charge to send and receive fed wires (the Trust does not charge a fee for either). Also, ACH transactions can be taken care of with one phone call to the Trust (no need to call your bank).

7. **Service** - We have been working with government units for over twenty years in the daily transfer of their funds and understand the need for the timely transfer of public funds and accurate account reporting.

We welcome the opportunity to assist you with your short-term investment needs. After reviewing the enclosed material, please call me at 1.800.222.3232 and I will be happy to answer any questions you may have.

Sincerely,

Randall S. Mabry
Vice President of Operations

Enclosures

Valerie Jaynes
Chair of the Board

Todd McNeill
Vice-Chair



Doug Matheson
Secretary

Dennis Aldridge
Treasurer

468 New Market Blvd.
Boone, NC 28607

www.hccog.org

Phone: 828-265-5434

Fax: 828-265-5439

**High Country Council of Governments Executive Board
Virtual Zoom Meeting
Monday, February 15, 2021
7:00 PM**

Meeting registration will be emailed to all Executive Board Members. Any members of the public who are interested in joining the meeting, please email info@hccog.org for more information.

[View the livestream HCCOG Executive Board Meeting here.](#)

Public comments received by 4:00 PM on Monday, February 15, 2021, will be available to be read by the Clerk to the Board during the public comment section of the Executive Board meeting. Board members will have the ability to hear and respond to any public comments.

All public comments must be received prior to 4:00 PM on Monday, February 15, 2021.

You may submit public comment by email to vpotter@hccog.org



Tips and Housekeeping Items for HCCOG Zoom Meetings

- Please REGISTER for the Zoom meeting with the link we sent to your email
- Follow instructions to join the meeting by either clicking the link in the email Zoom sends you or by dialing one of the numbers listed below the link
 - The passwords are included in that confirmation email Zoom sends you after you register
- It is helpful to download the Zoom app on phones and tablets prior to the meeting time in order to join quicker/more efficiently
 - If you haven't already, you will be prompted by Zoom to update your Zoom app
- Test your microphone and audio before the meeting begins, Zoom will prompt you to do this once you click the link to join the meeting
- Be camera ready if you are joining with video
 - Be aware of your background and any background noise that may disturb the meeting
- Learn how to mute and unmute yourself during the meeting, we will also go over this once the meeting begins
- Once the meeting begins, Chairwoman Jaynes will call roll, please say here when she calls your name
- When speaking during the meeting, please state your name first
- When making a motion during the meeting, please state your name first
- Please refrain from multitasking and be engaged in the meeting as if we were in the board room
- Reach out to Victoria with any questions or concerns you may have, she is happy to help in any way!
- Embrace the challenges and technology, we are all in this together! We can't wait to see you virtually on Monday!

Valerie Jaynes
Chair of the Board

Todd McNeill
Vice-Chair



Doug Matheson
Secretary

Dennis Aldridge
Treasurer

468 New Market Blvd.
Boone, NC 28607

www.hccog.org

Phone: 828-265-5434

Fax: 828-265-5439

Executive Board Meeting
February 15, 2021 | 7:00 p.m.
Zoom Meeting

Meeting registration will be emailed to all Executive Board Members. Any members of the public who are interested in joining the meeting, please email info@hccog.org.

I. CALL TO ORDER AND INVOCATION

Valerie Jaynes, Executive Board Chairwoman

II. CONSIDERATION OF DECEMBER 2020 MINUTES [ACTION]

Valerie Jaynes, Executive Board Chairwoman

III. REPORT FROM THE NOMINATING COMMITTEE

Valerie Jaynes, Committee Chair, Executive Board Chairwoman

Officer Nominations and Elections [ACTION]

IV. RECOGNITION OF INCOMING MEMBERS

Valerie Jaynes, Executive Board Chairwoman

V. FINANCIAL MATTERS

Julie Page, Finance Officer

- Financial Highlights as of January 31, 2021 [ACTION]

VI. HCCOG AUDIT PRESENTATION

(15 minutes)

Alan Thompson, TPSA CPAs

VII. WORKFORCE DEVELOPMENT BOARD UPDATES

(10 minutes)

Keith Deveraux, WDB Director

VIII. AREA AGENCY ON AGING UPDATES

(10 minutes)

Nicole Hiegl, AAA Director

IX. RECESS OF HCCOG EXECUTIVE BOARD SESSION AND CONVENING OF REGION D DEVELOPMENT CORPORATION SESSION [ACTION]

(10 minutes)

Phil Trew, Planning and Development Director

- Consideration of February 17, 2020 Minutes [ACTION]

X. CLOSING OF REGION D DEVELOPMENT CORPORATION SESSION AND OPENING OF HCCOG EXECUTIVE BOARD SESSION [ACTION]

Phil Trew, Planning and Development Director

XI. REPORT FROM THE ADVISORY COMMITTEE & EXECUTIVE DIRECTOR

(10 minutes)

Julie Wiggins, Executive Director

- FY 2019/2020 Annual Report
- Update on Regional Programs, Projects, and Issues
- Other Business

XII. BOARD MEMBER COMMENTS

XIII. CHAIRWOMAN'S COMMENTS

XIV. OTHER BUSINESS

XV. PUBLIC COMMENT

XVI. ADJOURNMENT [ACTION]

**HIGH COUNTRY COUNCIL OF GOVERNMENTS
EXECUTIVE BOARD MEETING
DECEMBER 21, 2020
MINUTES**

The Executive Board of the High Country Council of Governments met December 21, 2020, 7:00pm, virtually via Zoom. The following members were present at the meeting: Charles E. Vines, Robert L. Johnson, Brenda Lyerly, Johnny Riddle, Andrew Soots, Todd McNeill, Doug Matheson, Bill Osborne, Wes Brinegar, Rocky Buchanan, Jim Blevins, Tom Hartman, Rennie Brantz, Larry Fontaine, Paul Robinson Jr., and Valerie Jaynes. The following staff and guests were present at the meeting: Chris Wall, Gary D. Blevins, Julie Wiggins, Jeff Hedrick, Keith Deveraux, Phil Trew, Julie Page and Victoria Potter.

CALL TO ORDER AND INVOCATION

Chairwoman Jaynes welcomed everyone to the Zoom meeting. Chairwoman Jaynes called on Robert L. Johnson to lead the invocation. Chairwoman Jaynes then led the Board in the Pledge of Allegiance.

CONSIDERATION OF MINUTES

Robert L. Johnson made a motion to approve the November 16, 2020 Executive Board minutes. Paul Robinson Jr. seconded the motion. Motion carried.

FINANCIAL MATTERS

Financial Highlights

Finance Officer, Julie Page presented the Financial Highlights (Attachment A) as of November 30, 2020. Mrs. Page discussed the highlights, revenues, expenses, and the year-to-date comparison. Mrs. Page also mentioned that the audit is progressing and will be completed by January 31, 2021 and hope to present it to the Executive Board in February 2021. Mrs. Page is also implementing the benefits module in iSolved/HR application program.

Charles E. Vines made a motion to approve Financial Highlights as of November 30, 2020. Rennie Brantz seconded the motion. Motion carried.

Finance Officer, Julie Page also presented Budget Amendment #3 (Attachment A1) which is additional funding to the Area Agency on Aging department for falls prevention and a new grant through Dogwood Health Trust. Budget Amendment #3 is also additional funding for the Workforce Development department for the Finish Line Grant. Budget Amendment #3 is a \$88,512 increase to the HCCOG budget, totaling \$7,819,880.00.

Robert L. Johnson made a motion to approve Budget Amendment #3. Johnny Riddle seconded the motion. Motion carried.

LEGISLATIVE UPDATE

Chris Wall, Principal for EQV Strategic discussed that the US House of Representatives will be voting on an end of year spending package and a fourth COVID-19 relief package tonight (December 21, 2020) and gave a summary (Attachment B) of the provisions included in the package. Mr. Wall mentioned that there is not any state or local funding included in the bill. Direct payments to localities are not included in this bill, like they were in the CARES Act. This bill provides more funds, extends payment protection program, extends unemployment insurance and

adds an additional \$300.00 a week for unemployment from the government, it provides new programs for small businesses, rental/utility assistance, loan programs, SNAP provisions, funds for farmers, and additional broadband funds. This bill extends the CARES Act deadline to December 31, 2021 so we do not have to give back broadband funds from the CARES Act. Mr. Wall also mentioned COVID-19 cases surging in the state and that Governor Cooper will have to decide about another lockdown soon to prevent hospital overload. Lastly, Mr. Wall mentioned that there should not be any new sessions for the General Assembly due to this new bill and that Congress has already started discussing the fifth COVID-19 relief package. There are 18 new faces coming into the General Assembly in 2021. Mr. Wall wants to make sure the importance of the COGs is known.

WORKFORCE UPDATES

Keith Deveraux, Workforce Development Board (WDB) Director presented his top three Workforce updates report (Attachment C). Mr. Deveraux reviewed unemployment rates as of October 21, 2020 for each county, the region, North Carolina, and the United States. Mr. Deveraux also briefly reviewed the labor market overview and unemployment insurance claims. Mr. Deveraux mentioned that NC Commerce Secretary, Anthony M. Copeland is resigning to return to the private sector effective January 2021. Mr. Deveraux also notified the board that Lynda Greene, WDB Finance and Compliance Specialist will be leaving full-time employment effective December 31, 2020. The job posting is out and the search is underway. Ms. Greene will help train the new hire and will keep WIOA finances/reports in compliance in the meantime.

HCCOG RESOLUTION TO APPLY

Phil Trew, Planning and Development Director presented the Resolution to Apply for Water Resources Development Grant (Attachment D). Mr. Trew apologized for the short notice on this resolution and reminded the board that it had been sent out via email a week ago for review. HCCOG has worked as a sponsor for New River Conservancy before and will execute a memorandum of understanding for New River Conservancy to specify obligations of the application. Charles E. Vines made a motion to approve the resolution. Johnny Riddle seconded the motion. Motion carried.

Mr. Trew also gave a brief overview of recent grants received that HCCOG Planning Department worked on for local governments.

CONSIDERATION OF AMENDMENTS TO HCCOG BYLAWS AND CHARTER

Julie Wiggins, Executive Director presented the Bylaws (Attachment E) and Charter (Attachment F) as red-lined documents with proposed amendments. Ms. Wiggins mentioned that she had sent these documents out after the November board meeting for review. Most of the changes are just making the language more consistent and up to date. Since the proposed amendments were sent out, Paul Robinson Jr. and Ms. Wiggins spoke about the proposed changes to the minority

representation on the board. Mr. Robinson recommends that we stick with the original language because changes would have to be reviewed and approved by our federal funders. Mr. Robinson said that it has worked well as written and doing otherwise might be opening a can of worms. Johnny Riddle made a motion to approve the amendments to the Bylaws, except for the minority representation section and to approve the amendments to the Charter, except for the minority representation section and to forward the amendments to the Charter on to local governments for approval. Andy Soots seconded the motion. Motion carried.

Ms. Wiggins plan is to email the original Charter and the redlined version to the Chair or Mayor, or HCCOG Board member in care of the clerk and the manager on the week of January 4, 2021. Ms. Wiggins is also happy to attend board meetings to address the changes if needed. Mr. Riddle also suggested all our HCCOG board members mention and explain this to their boards as well.

REPORT FROM THE ADVISORY COMMITTEE AND EXECUTIVE DIRECTOR

Julie Wiggins, Executive Director mentioned some recent press coverage for Area Agency on Aging programs. They were able to purchase robotic pets for local long term care facilities to help combat loneliness during the pandemic. Ms. Wiggins also gave an update on our Strategic Plan; she has reached out to Darren Rhodes with Commerce and has been working with him on drafts, more to come on that soon. Lastly, Ms. Wiggins thanked everyone for their patience this year. Ms. Wiggins wished everyone a Merry Christmas and Happy New Year.

BOARD MEMBER COMMENTS

Andy Soots thanked the board for taking him in and has enjoyed being a part this year, he also wished everyone a Merry Christmas. Johnny Riddle thanked HCCOG staff for the Christmas giftbags and wished everyone a Merry Christmas and Happy New Year. Other board members thanked HCCOG staff for the gift bags and wished Happy Holidays to everyone. Mr. Riddle also thanked Chairwoman Jaynes for her work as Chair during this difficult year.

CHAIRWOMAN'S COMMENTS

Chairwoman Jaynes wished everyone a safe and happy holiday season.

ADJOURNMENT

As there were no other comments or business, Robert L. Johnson made a motion to adjourn. Johnny Riddle seconded the motion. Motion carried. Meeting adjourned at 8:12 pm.

Chairwoman, Valerie Jaynes

Clerk to the Board, Victoria Potter

Date _____



FINANCIAL HIGHLIGHTS February 15, 2021 Executive Board Meeting

January 31, 2021			
		2020	
Total Fund Balance - Governmental Funds		\$1,392,247	
Restricted Fund Balance - GF		\$ 112,360	
Assigned Fund Balance - GF		\$ 84,579	
Unassigned Fund Balance - GF		\$1,195,308	
		2021	
Total Expenditures - YTD	\$2,697,465	\$5,392,193	
Total Fund Balance as % of General Fund Expenditures*	17.80%	25.82%	
Unassigned Fund Balance as % of General Fund Expenditures*	15.29%	22.17%	
*FY2021 Budget Expenditures \$7,819,880		FISCAL YEAR 2020-2021	
		BUDGET	ACTUAL
Total Revenue			
General	\$ 224,549	\$ 185,849	
Planning/Development	\$ 946,459	\$ 474,662	
Area Agency on Aging	\$3,633,005	\$1,267,710	
Workforce Development	\$3,015,867	\$ 705,087	
	\$7,819,880	\$2,633,308	
Total Expenditures			
General	\$ 224,549	\$ 197,932	
Planning/Development	\$ 946,459	\$ 420,125	
Area Agency on Aging	\$3,633,005	\$1,327,577	
Workforce Development	\$3,015,867	\$ 751,831	
	\$7,819,880	\$2,697,465	
Revenues over (under) expenditures		\$ (64,157)	
Cash Balances			
Operating Account	\$ (39,808)		
NCCMT Account	\$1,390,217		
	\$1,350,409		

NOTES:

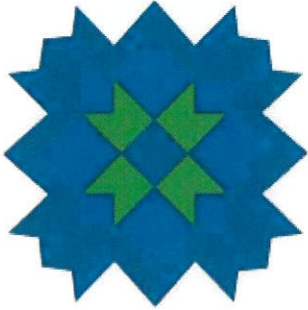
***Audit Completed
Completed Year-End requirements***

- ***W2s***
- ***1099s***

Implementation planned to move timesheets to iSolved payroll system in March

The financial information in the report reflects the HCCOG's overall financial position for the fiscal year through January 31, 2021 as of today's date February 9, 2021 and is for the management discussion purposes only.

Julie Page, Finance Officer
February 9, 2021

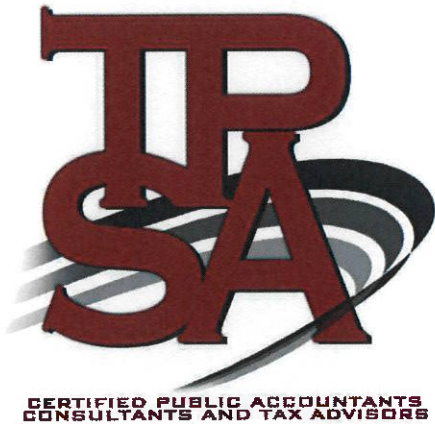


HIGH COUNTRY

COUNCIL OF GOVERNMENTS

Presentation of Audit Results

**Fiscal Year Ended
June 30, 2020**



Alan W. Thompson, CPA
1626 S Madison Street
PO Box 398
Whiteville, NC 28472
910.642.2109 phone
910.642.5958 fax
www.tpsacpas.com

HIGH COUNTRY COUNCIL OF GOVERNMENTS
Presentation Agenda

	<u>PAGE(s)</u>
I. GENERAL COMMENTS	
II. REQUIRED COMMUNICATIONS	
SAS 114	1-3
III. AUDIT RESULTS	4-7
IV. QUESTIONS AND COMMENTS	
V. CLOSE	



Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398

1626 S Madison Street

Whiteville, NC 28472

Telephone (910) 642-2109

Fax (910) 642-5958

Alan W. Thompson, CPA

R. Bryon Scott, CPA

Gregory S. Adams, CPA

December 15, 2020

To the Board of Directors
High Country Council of Governments
Boone, North Carolina

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of High Country Council of Governments, Inc. for the year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 21, 2020. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by High Country Council of Governments, Inc. are described in Note 1 to the financial statements. We noted no transactions entered into by High Country Council of Governments, Inc. during the year that were both significant and unusual, and of which, under professional standards, we are required to inform you, or transactions for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no significant estimate(s) or assumptions noted during the audit.

Certain financial statement disclosures are particularly sensitive because of their significance to the financial statement users. There are no such disclosures identified.

The financial statement disclosures are neutral, consistent, and clear.

Members

American Institute of CPAs - N.C. Association of CPAs - AICPA Division of Firms

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Some of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 15, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Auditing Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the High Country Council of Governments, Inc.'s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Schedule of Funding Progress –Proportionate Share of the Net Pension Liability (Asset) – Local Government Employees' Retirement System, Schedule of Contributions – Local Government Employees' Retirement System, and the Schedule of Changes in the Total OPEB Liability and Related Ratios, which is Required Supplementary Information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining statements and the individual fund statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the Board and management of the High Country Council of Governments, Inc. and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Thompson, Price, Scott, Adams & Co., P.A.

Thompson, Price, Scott, Adams & Co, P.A.

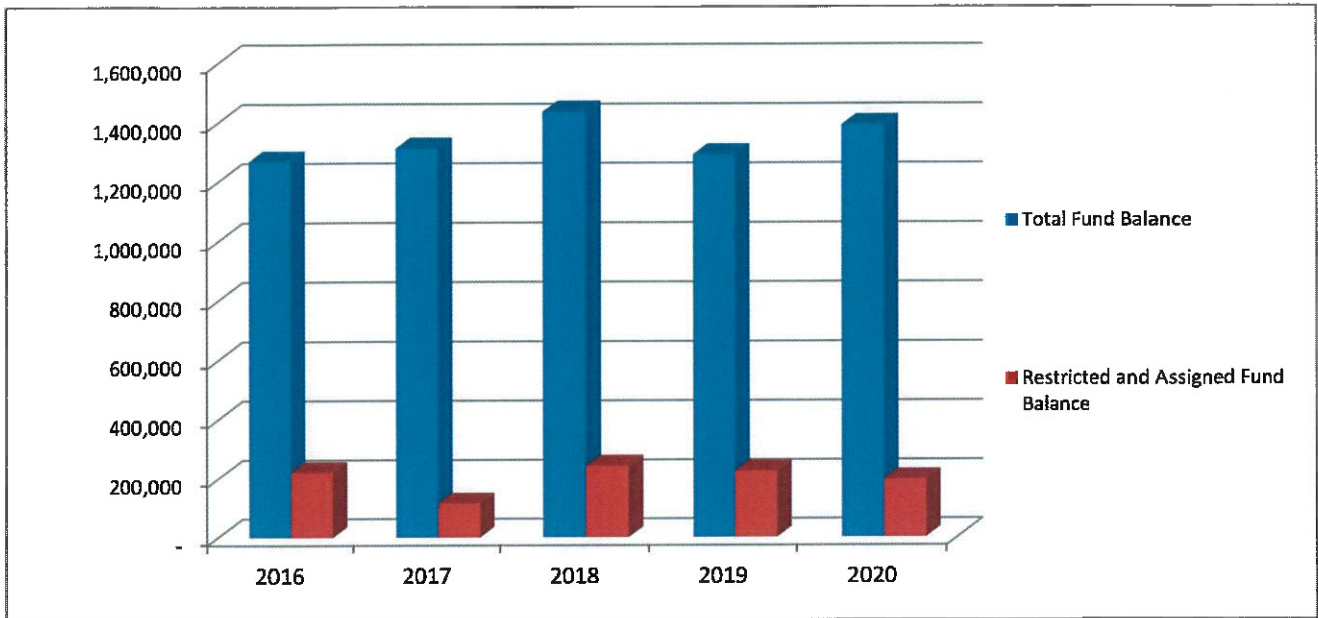
HIGH COUNTRY COUNCIL OF GOVERNMENTS

FINANCIAL INFORMATION FOR 5 YEARS

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Total Fund Balance - Governmental Funds	1,392,247	1,291,827	1,437,765	1,314,490	1,269,674
Restricted Fund Balance - GF	112,360	202,601	163,624	116,485	222,134
Assigned Fund Balance - GF	84,579	23,000	80,000	-	-
Unassigned Fund Balance GF	1,195,308	1,066,226	1,194,141	1,198,005	1,047,540
Total Expenditures (including transfers)	5,392,193	5,466,733	5,403,793	5,672,385	5,278,649
Total Fund Balance as % of General Fund Expenditures	25.82%	23.63%	26.61%	23.17%	24.05%
Unassigned Fund Balance as % of General Fund Expenditures	22.17%	19.50%	22.10%	21.12%	19.84%
Revenues over (under) expenditures before transfers					
General Fund	15,841	(75,725)	49,419	(14,155)	9,233
Special Revenue Funds	(28,569)	42,935	73,856	58,971	(5,955)
Year End Cash vs. Fund Balance					
Cash - General	1,285,256	1,161,118	1,289,984	1,262,624	1,159,310
Cash - Special Revenue Funds	-	-	33,541	-	-
Fund Balance - General	1,307,668	1,291,827	1,367,552	1,318,133	1,269,674
Fund Balance - Special Revenue Funds	84,579	113,148	70,213	(3,643)	(62,614)
Breakdown of General Fund Revenues					
Local Activities	128,155	130,432	150,658	157,509	149,585
Miscellaneous	38,122	40,874	31,175	40,932	43,136
Interest	9,950	6,738	4,014	1,098	2,546
Total	176,227	178,044	185,847	199,539	195,267
Breakdown of General Fund Expenditures					
General Government	160,386	253,769	136,428	213,694	186,034
Total Revenue					
General Fund	176,227	178,044	185,847	199,539	195,267
Federal Funds	4,524,417	4,604,063	3,972,318	5,016,670	4,576,174
State Funds	221,179	242,537	984,725	171,817	212,107
Local Funds	457,642	409,299	384,178	329,175	298,379
Total Revenues	5,379,465	5,433,943	5,527,068	5,717,201	5,281,927
Total Expenditures (before transfers)					
General Fund	160,386	253,769	136,428	213,694	186,034
Transportation	159,563	169,046	167,227	138,750	177,606
Economic and Community Development	624,792	530,871	684,304	742,323	650,760
Human Services	2,776,091	2,750,669	2,665,672	2,632,865	2,392,659
Workforce Development	1,671,361	1,762,378	1,750,162	1,944,753	1,871,590
Total Expenditures	5,392,193	5,466,733	5,403,793	5,672,385	5,278,649

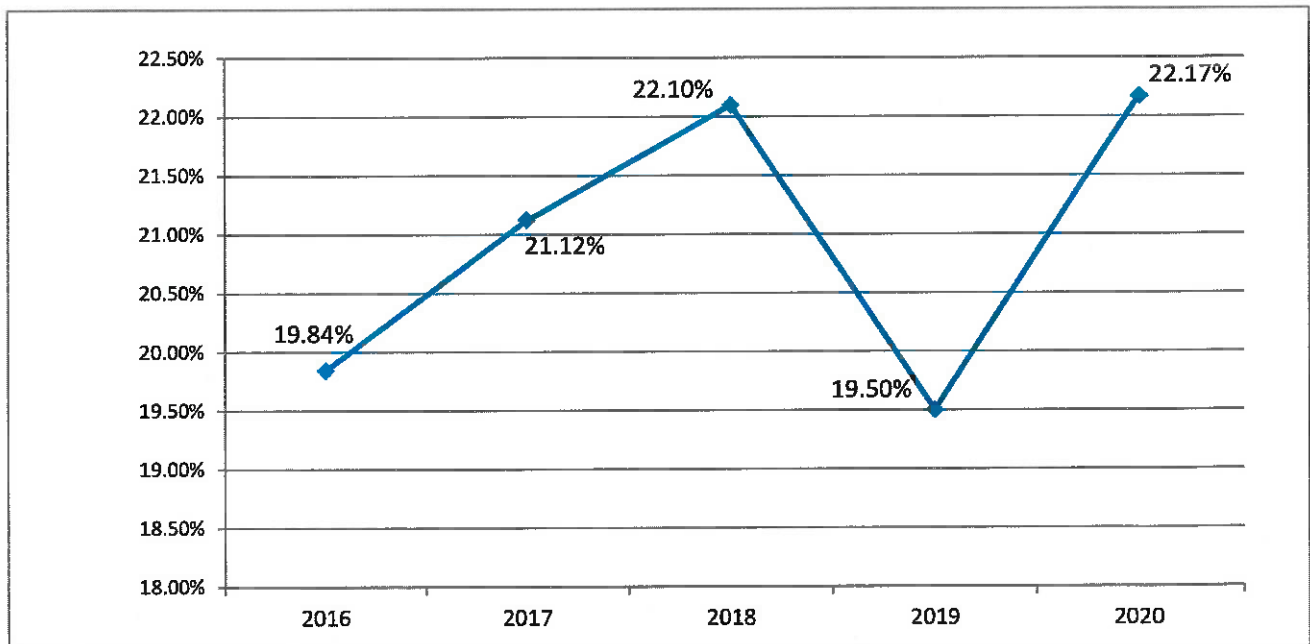
HIGH COUNTRY COUNCIL OF GOVERNMENTS

Analysis of Fund Balance - General Fund

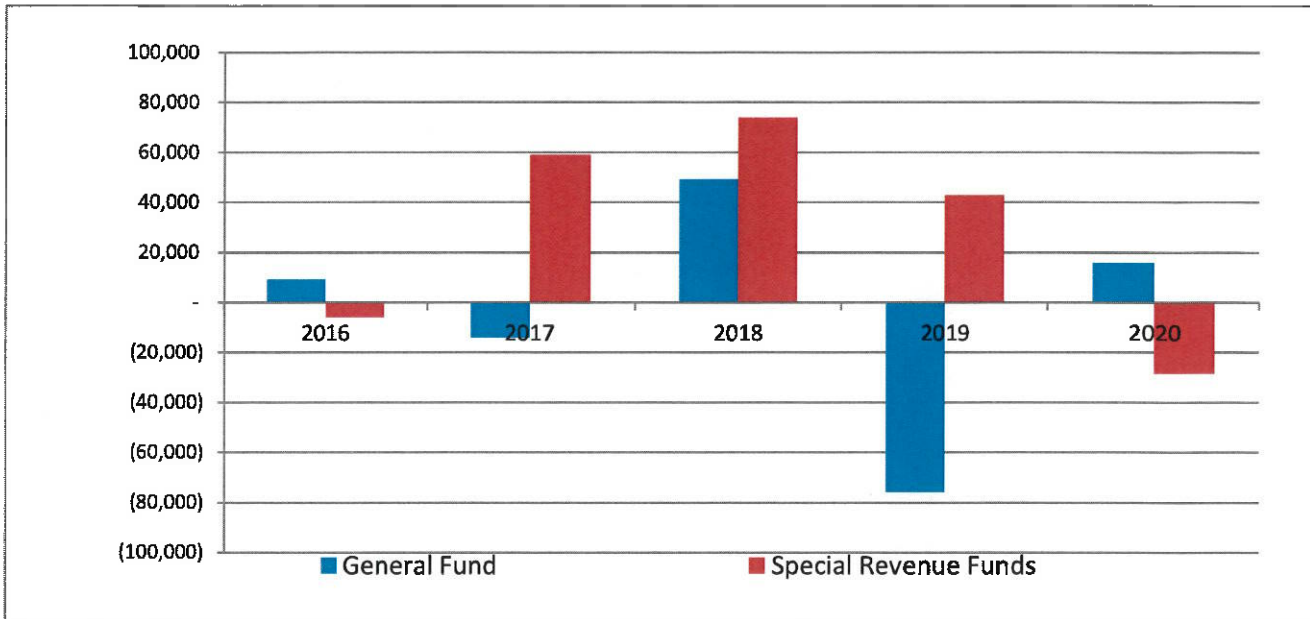


HIGH COUNTRY COUNCIL OF GOVERNMENTS

Analysis of Unassigned Fund Balance as a % of General Fund Expenditures

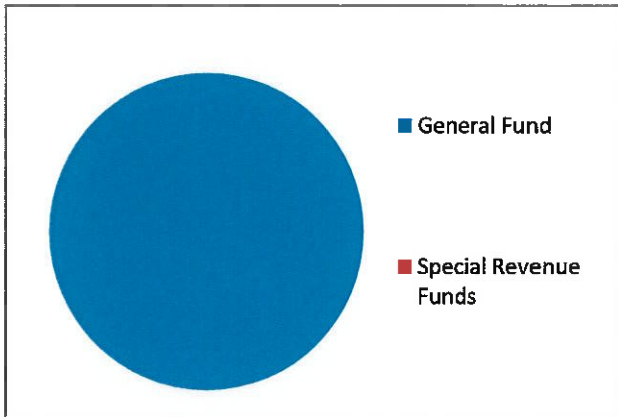


HIGH COUNTRY COUNCIL OF GOVERNMENTS
Analysis of Revenues Over (Under) Expenditures before Transfers

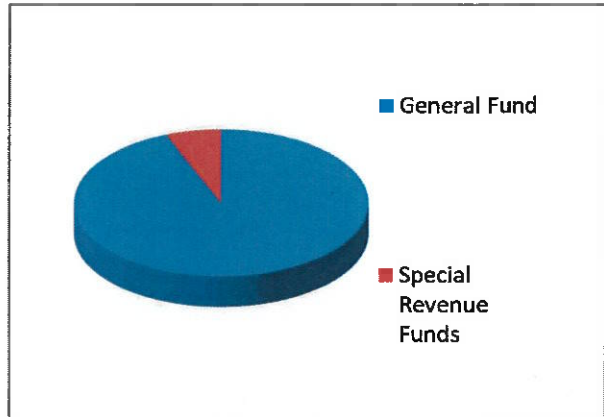


HIGH COUNTRY COUNCIL OF GOVERNMENTS
Analysis of Cash and Fund Balances
at June 30, 2020

CASH BALANCES



FUND BALANCES



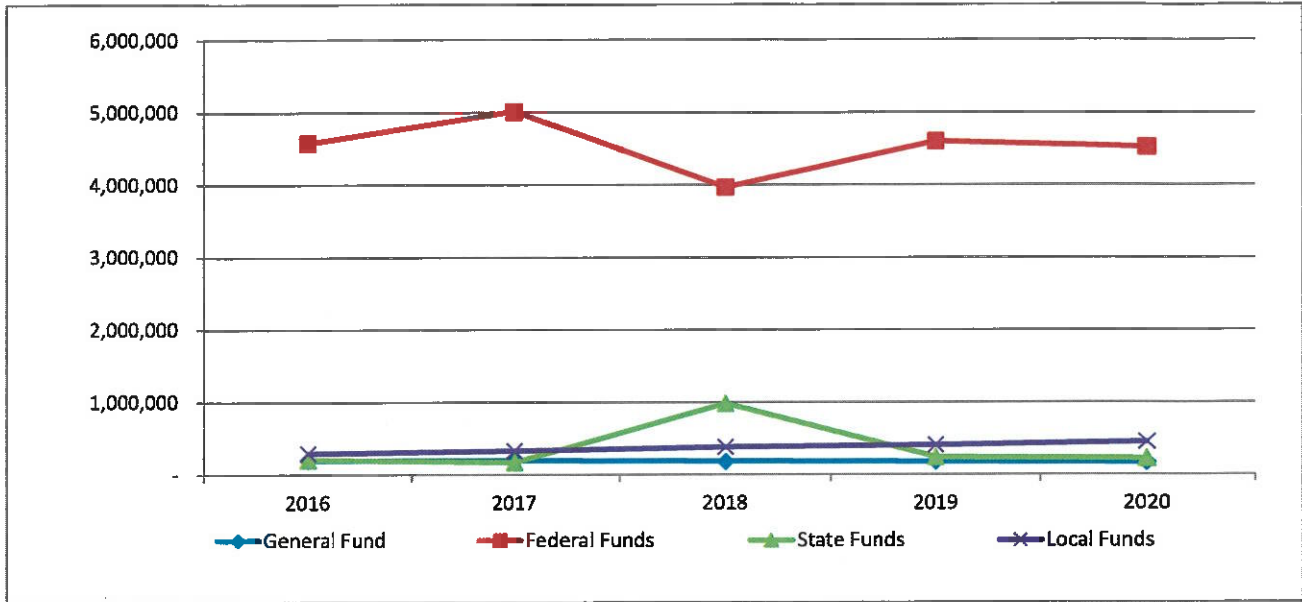
2020

General Fund
 Special Revenue Funds
 Total

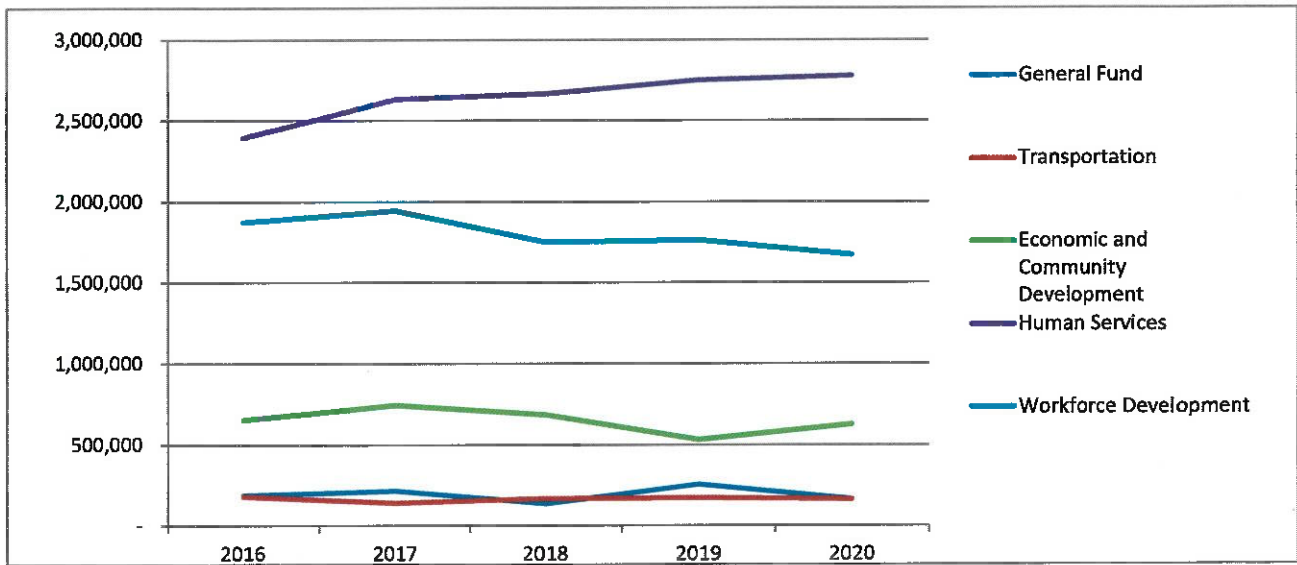
<u>Cash Balances</u>	
\$	1,285,256
	-
\$	1,285,256

<u>Fund Balances</u>	
\$	1,307,668
	84,579
\$	1,392,247

HIGH COUNTRY COUNCIL OF GOVERNMENTS Analysis of Total Revenues



HIGH COUNTRY COUNCIL OF GOVERNMENTS Analysis of Total Expenses





**High Country Workforce
Development Board Update**

**PRESENTED TO
THE HIGH COUNTRY COUNCIL OF GOVERNMENTS EXECUTIVE BOARD**

**PRESENTED BY
KEITH DEVERAUX
DIRECTOR OF WORKFORCE DEVELOPMENT**

FEBRUARY 15, 2021

**High Country Region
Unemployment Rates
For
October 2020**

	<u>Current</u>	<u>Previous</u>
High Country Region	4.9%	5.3%
North Carolina	6.1%	6.9%
United States	6.6%	7.7%

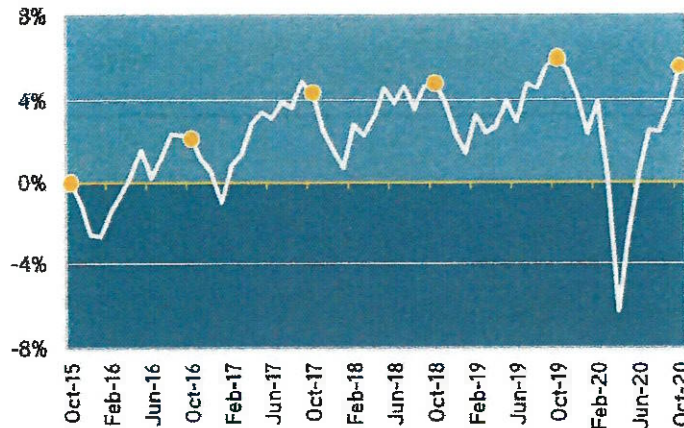
	<u>Current</u>	<u>Previous</u>
Avery	4.6%	5.1%
Mitchell	6.4%	6.7%
Yancey	5.3%	5.7%

	<u>Current</u>	<u>Previous</u>
Ashe	4.7%	5.1%
Alleghany	5.5%	6.2%
Watauga	4.1%	4.6%
Wilkes	5.3%	5.8%

LABOR MARKET OVERVIEW

Regional Labor Market Snapshot

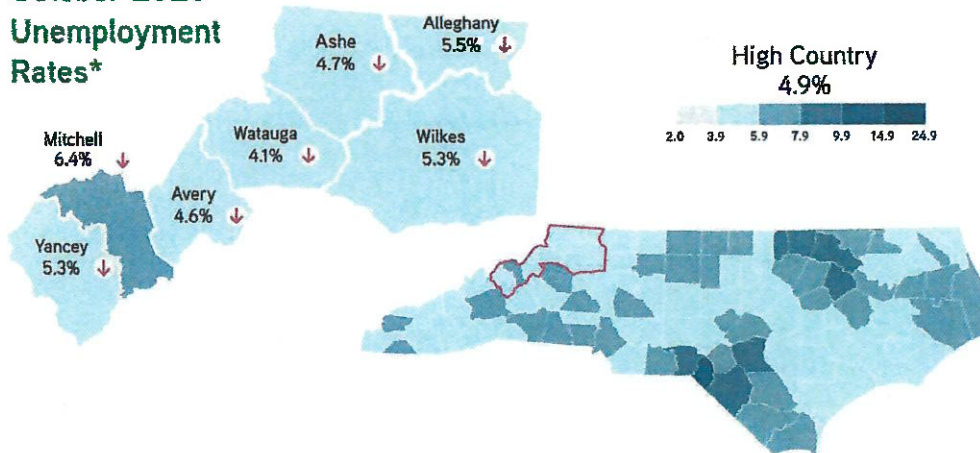
Change in Employment since 2015*



High Country Region

Source: LAUS, Labor & Economic Analysis, NC Dept. of Commerce

October 2020 Unemployment Rates*



Trending

UNEMPLOYMENT*

October 2020

High Country Total = 4,918

	Current	Previous
Region	4.9%	5.3%
NC	6.1%	6.9%
US	6.6%	7.7%



REGIONAL EMPLOYMENT*

High Country Total = 96,301

1,734 More People Working in October than previous month

329 Fewer People Working than same period one year ago

METRO JOB GROWTH*

Asheville Total = 180,100

1,800 More Jobs in October than previous month

Hickory-Lenoir-Morganton Total = 143,300

2,400 More Jobs in October than previous month

Who's Hiring

past 90 days from Nov. 22, 2020

Appalachian State University	80
Wilkes County Schools	76
Appalachian Regional Healthcare System	60
Watauga County Schools	53
Food Lion	49
Lowe's Companies, Inc	49
DISH Network L.L.C.	48
Ashe County Schools	38

Source: DWS, NC Dept. of Commerce, NCWorks.gov

What Jobs

past 90 days from Nov. 22, 2020

Registered Nurses	186
First-Line Supervisors, Food Prep.	76
Combined Food Prep. & Serving Workers	76
Heavy & Tractor-Trailer Truck Drivers	76
Nursing Assistants	56
Retail Salespersons	52
Lic. Practical & Lic. Vocational Nurses	51
Physical Therapists	47

Source: DWS, NC Dept. of Commerce, NCWorks.gov

*October 2020 data are preliminary. Previous month's data are revised while all other data have undergone annual revision. All data produced in this publication are generated by LEAD unless otherwise stated. LEAD generated data are not seasonally adjusted.

This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment & Training Administration.

TAXABLE RETAIL SALES

High Country Total = \$264,516,630

10.4% Higher than same period one year ago

Source: NC Dept. of Revenue
Note: September 2020 data most current available at time of release.

ONLINE JOB ADS

1,471 Online Advertised Vacancies reported in September

316 More Vacancies than same period one year ago

Source: LEAD/The Conference Board
Note: September 2020 data most current available at time of release.

LABOR MARKET OVERVIEW

High Country Workforce Development Board

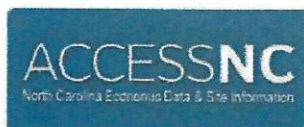
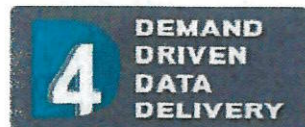
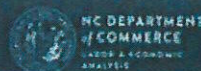
Civilian Labor Force Estimates*

		October 2020	September 2020	August 2020	October 2019
Alleghany	Labor Force	4,637	4,605	4,520	4,438
	Employed	4,383	4,318	4,251	4,242
	Unemployed	254	287	269	196
	Rate	5.5	6.2	6.0	4.4
Ashe	Labor Force	13,497	13,291	12,996	13,086
	Employed	12,865	12,609	12,341	12,687
	Unemployed	632	682	655	399
	Rate	4.7	5.1	5.0	3.0
Avery	Labor Force	8,029	7,999	7,916	7,712
	Employed	7,659	7,594	7,521	7,469
	Unemployed	370	405	395	243
	Rate	4.6	5.1	5.0	3.2
Mitchell	Labor Force	6,068	6,022	5,949	6,153
	Employed	5,678	5,620	5,567	5,903
	Unemployed	390	402	382	250
	Rate	6.4	6.7	6.4	4.1
Watauga	Labor Force	30,991	30,395	30,019	30,472
	Employed	29,730	29,009	28,649	29,561
	Unemployed	1,261	1,386	1,370	911
	Rate	4.1	4.6	4.6	3.0
Wilkes	Labor Force	29,669	29,380	28,994	29,523
	Employed	28,096	27,672	27,362	28,404
	Unemployed	1,573	1,708	1,632	1,119
	Rate	5.3	5.8	5.6	3.8
Yancey	Labor Force	8,328	8,210	8,144	8,652
	Employed	7,890	7,745	7,689	8,364
	Unemployed	438	465	455	288
	Rate	5.3	5.7	5.6	3.3

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North Carolina Unemployment Insurance Claims Claims Filed from December 2020

Statewide Claims

	Initial Claims	Continued Claims
Total Claimants	89,530	105,868
COVID-19 Claimants	54,709	65,538
Total Continued Weeks Claimed		171,406

Alleghany County

Initial Claims:

Claimants: 87(COVID-19 Related 51)

Continued Claims:

Claimants: 76 (COVID-19 Related 39)

Total Continued Weeks Claimed: 182

Ashe County

Initial Claims:

Claimants: 187(COVID-19 Related 111)

Continued Claims:

Claimants: 228 (COVID-19 Related 144)

Total Continued Weeks Claimed: 496

Avery County

Initial Claims:

Claimants: 142 (COVID-19 Related 94)

Continued Claims:

Claimants: 162 (COVID-19 Related 101)

Total Continued Weeks Claimed: 349

North Carolina Unemployment Insurance Claims Claims Filed from December 2020

Statewide Claims

	Initial Claims	Continued Claims
Total Claimants	89,530	105,868
COVID-19 Claimants	54,709	65,538
Total Continued Weeks Claimed		171,406

Mitchell County

Initial Claims:
Claimants: 108 (COVID-19 Related 69)
Continued Claims:
Claimants: 136 (COVID-19 Related 83)
Total Continued Weeks Claimed: 301

Watauga County

Initial Claims:
Claimants: 210 (COVID-19 Related 132)
Continued Claims:
Claimants: 274 (COVID-19 Related 194)
Total Continued Weeks Claimed: 547

Wilkes County

Initial Claims:
Claimants: 411 (COVID-19 Related 243)
Continued Claims:
Claimants: 476 (COVID-19 Related 286)
Total Continued Weeks Claimed: 1,049

Yancey County

Initial Claims:
Claimants: 132 (COVID-19 Related 85)
Continued Claims:
Claimants: 138 (COVID-19 Related 84)
Total Continued Weeks Claimed: 308

REGION D DEVELOPMENT CORPORATION (RDDC)
FEBRUARY 17, 2020
MINUTES OF THE FULL MEMBERSHIP

The Region D Development Corporation Full Membership met February 17, 2020, 7:00pm, at the High Country Council of Governments Office in Boone. The following members were present at the meeting: Charles E. Vines, Robert L. Johnson, Brenda Lyerly, Gary D. Blevins, Todd McNeill, Andrew Soots, Kelly Melang, Doug Matheson, Theresa Coletta, Dennis Aldridge, Joel Whitley, Bill Osborne, Wes Brinegar, Rocky Buchanan, Sandra Simmons, Tom Hartman, Rennie Brantz, Larry Turnbow, Valerie Jaynes, and Johnny Riddle.

Phil Trew, Planning and Development Director gave a brief background and overview of the Region D Development Corporation and discussed some financial activity. Mr. Trew spoke of the RDDC investment in Mountain Bizworks in August 2017. This \$40,000 investment pays 3% interest over the course of seven years. Mr. Trew also shared a current Lending Portfolio in HCCOG counties from Mountain Bizworks.

CONSIDERATION OF FEBRUARY 18, 2019 MINUTES

Charles E. Vines made a motion to approve the RDDC Minutes February 18, 2019. Gary D. Blevins seconded the motion. Motion carried.

APPOINTMENT OF BOARD OF DIRECTORS

Mr. Trew announced that there were vacancies on the RDDC board. Andrew Soots was nominated to fill the Wilkes county vacancy, Bill Osborne was nominated to fill the Alleghany county vacancy, and Kelly Melang was nominated to fill the Avery county vacancy. Larry Turnbow made a motion to approve the RDDC board nominees. Todd McNeill seconded the motion. Motion carried.

Larry Turnbow made a motion to close the Region D Development Corporation session and reconvene the HCCOG Executive Board session. Brenda Lyerly seconded the motion. Motion carried.

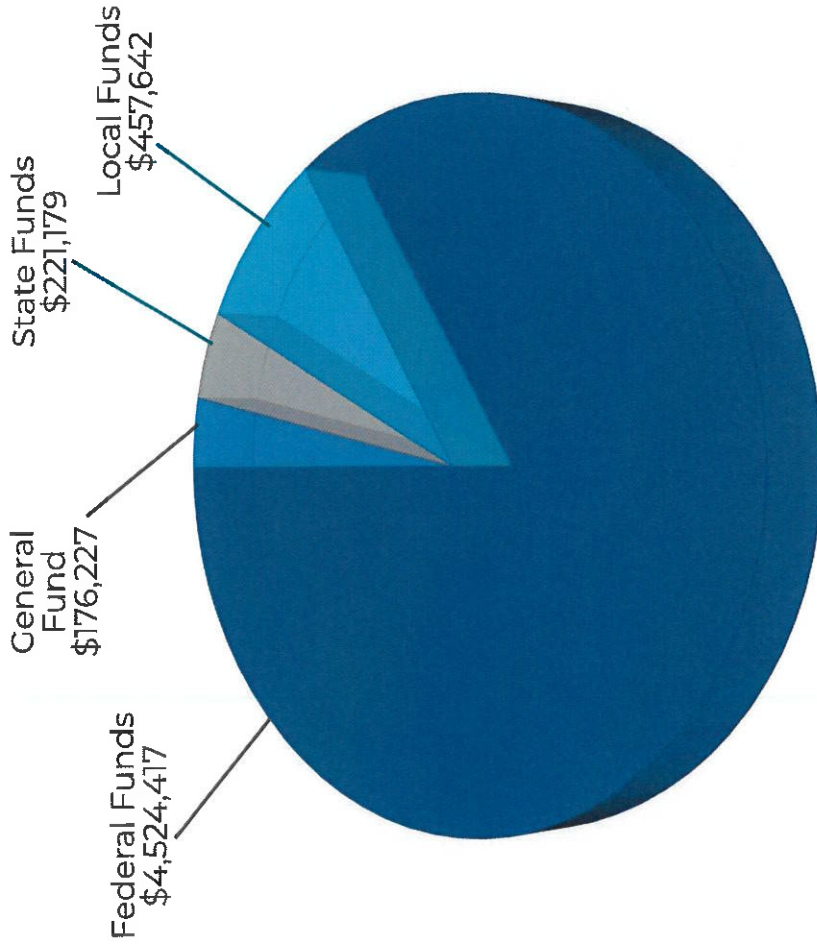
RDDC Board President

RDDC Staff, Phil Trew

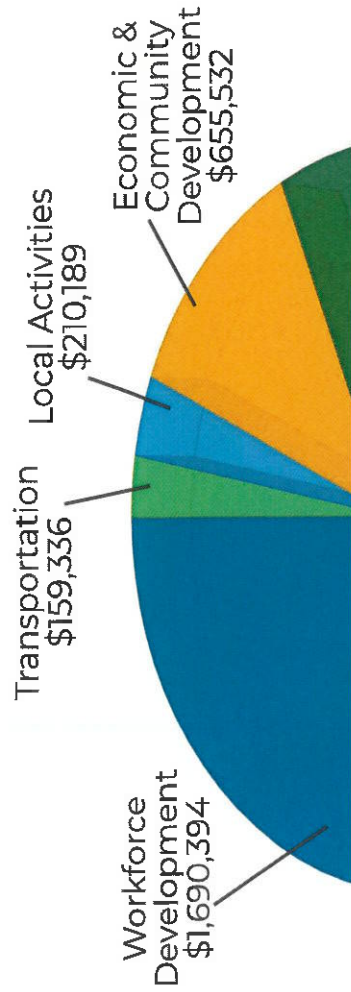
Date _____

Financial Summary

Revenues - \$5,379,465



Expenditures - \$5,509,647



Board Members (July 1, 2019 - June 30, 2020)

Executive Board

Valerie Jaynes, Chair
 Todd McNeill, Vice Chair
 Doug Matheson, Secretary
 Dennis Aldridge, Treasurer

Gary D. Blevins
 Jim Blevins
 Rennie Brantz
 Wes Brinegar
 Rocky Buchanan
 Theresa Coletta
 Larry Fontaine
 Vern Grindstaff
 Tom Hartman
 Gunther Jochl
 Robert L. Johnson
 Mark Johnston
 Brenda Lyerly
 Kelly Melang
 Bill Osborne
 Johnny Riddle
 Paul Robinson, Jr.
 Sandra P. Simmons
 Andrew Soots
 Larry Turnbow
 Charles E. Vines
 Joel Whitley
 Eddie Yarber

High Country Workforce Development Board

Bryan Peterson, Chair
 Jeff Dryer, Vice Chair

Lynette Bang
 Cathy Barr
 Michael Birkmire
 Whitney Brasington
 Tara Brossa
 Sherry Carpenter
 Dale Cavenny
 Jim Coleman
 Amy Crabbe
 Felicia Culbreath-Setze
 Brittany Daemer
 Richard Gambill
 Hayden Gibson
 Edward Hinson
 Kristen Neubauer
 Jason Nunn
 Lynette Orbovich
 Dr. Terry Rawls
 Sam Ray
 Scott Reece
 Jennifer Shaffer
 Jeff Smith
 Amber Westall Briggs
 Debbie Woodard

Senior Tar Heel Legislative / Regional Advisory Committee

[Alleghany]
 Patricia Polley
 [Ashe]
 Charles Caudill
 Louise Caudill
 [Avery]
 Rachel Deal
 Ina Winters
 [Mitchell]

RPO Rural Transportation Advisory Committee

Woodie Young, Chair
 Charles E. Vines, Vice Chair
 John Brady
 Rennie Brantz
 Billy Clarke
 Denise Collier
 Vern Grindstaff
 David Harwood
 Robert L. Johnson

Area Agency on Aging

Home & Community Care Block Grant (HCCBG) Program

- Congregate and Home Delivered Meals Served: **185,872**
- In-Home Aide Hours Served: **35,147**
- Transportation Trips: **24,199**
- Hours of Legal Assistance: **747**
- Total People Served: **3,971**
- People Served at or Below Poverty Line: **1,952**
- Region-wide HCCBG Allocation: **\$1,877,276**

1 Unit = 1 Meal (Home Delivered Meal, Congregate Nutrition), 1 Trip (General Transportation), 1 Hour (In-Home Aide Services)
 *www.longtermcare.acl.gov

Evidence-Based Health Promotion

- **11** classes offered
- **141** People enrolled
- **59** people completed the class
- **Classes Offered:**
 - *A Matter of Balance*
 - *Tai Chi for Arthritis and Falls Prevention*
 - *Walk with Ease*

Family Caregiver Support Program

- **42** Total Clients who are registered with FCSP
- **6,320** Caregivers served through Outreach, Education, and Information & Assistance
- **20** caregivers served through supplemental services (i.e. home modifications, incontinence supplies)
- **Respite: 199** hours of respite provided to clients
- **Home Assessments: 15** home safety assessments provided
- **123 Publications; 74** Publications related to COVID
- **5,456** Publications distributed

Lifespan Respite Program

- **361** applications received
- **237** vouchers awarded
- Total voucher reimbursements to Caregivers: **\$72,200**

Long-Term Care Ombudsman Program

- **288** technical assistance
- **81** complaints

Planning & Development

Critical Infrastructure

- Town of Boone Water Tank CDBG - **\$2,000,000 grant**
- Wilkes County Mulberry School Sewer - **\$30,000 grant**
- Town of Wilkesboro Sewer System Mapping
- Town of Crossnore Water/Sewer ARC - **\$236,450 grant**
- Town of Burnsville Indian Trail Sewer - **\$82,500 grant**

- Town of Lansing NCDOT Bike and Pedestrian Plan **\$31,500 grant**
- Town of Crossnore Cap Improvement Plan
- Town of Crossnore Cap Improvement Plan

Economic and Community Development

- Town of Boone Howard Street Revitalization - **\$300,000 grant**
- Yancey County Economic Development Plan
- Eight Economic Development grants administered

Parks and Recreation

- Town of Seven Devils Recreational Trail Program - **\$100,000 grant**
- Winkler Creek Restoration Plan 205j - **\$20,000 grant**
- Town of Sparta Crouse Park Improvements - **\$194,572 grant**
- Town of Seven Devils and Recreation Web A
- Town of Lansing Creek Trail Park Plan

Public Safety

- Alleghany County Fire Tax Districts creation
- Yancey County E-911 GIS Technical Support
- Watauga County E-911 GIS Maintenance
- Wilkes County E-911 GIS Maintenance
- Town of Beech Mount Next Generation 911 data creation

Other Planning and Technical Assistance