



**Town of Boone
Town Council
Regular Meeting
9:00 AM, August 12, 2026
Town Council Chambers
1500 Blowing Rock Road**

1. Call to Order
2. Moment of Silence
3. Announcements
 - A. Announcement of Board Vacancies
4. Tentative Agenda Adoption
5. Approval and Presentation of Resolutions
 - A. Approval and Presentation of Resolution - R. Edmisten Bridge
6. Public Comment
7. Requested Appearances
 - A. David Graham - High Country Council of Governments
 - B. Mark Freed - 2026 Boonerang Report
 - C. George Santucci - Community Climate Action Plan Update
8. Approval of Items on Consent Agenda
 - A. Approval of Resolution and Contract for the Town of Boone's Award for the North Carolina Governor's Highway Safety Program
 - B. Approval of Budget Amendments
 - C. Approval of Minutes
 - D. Approval of Ordinance
9. Planning Matters
 - A. Walk-Audit Date Discussion
10. Council Matters
 - A. Update Regarding New Interim Town Manager
 - B. Approval of Agreement - North Carolina Department of Transportation
 - C. Appointment to Sustainability Committee

D. Appointment to Downtown Boone Development Association

E. Appointment to Historic Preservation Commission

11. Mayor's Report

12. Town Manager's Report

13. Town Attorney's Report

14. Board Liaison Reports

15. Closed Session

- A. N.C. Gen. Stat. § 143-318.11(a)(1), to review, approve, and seal closed session minutes from Council's prior closed session(s).
- B. N.C. Gen. Stat. § 143-318.11(a)(3), to consult with the Town Attorney in order to preserve the attorney-client privilege between the attorney and the Town Council, and obtain legal advice, consider, and/or give instructions to the attorney concerning one or more potential legal claims.
- C. N.C. Gen. Stat. § 143-318.11(a)(6), to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

16. Potential Action Following Closed Session

17. Adjournment



Town of Boone Agenda Item Action Request Form

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

Submitted By: Nicole Harmon, Town Clerk

Department: Administration

Contact Phone: 828.268.6200

Email: nicole.harmon@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Information

Item Title: Announcement of Board Vacancies

Summary of Information: Please see attached list of board vacancies.



PUBLIC NOTICE

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

POSITIONS OPEN

BOARD OF ADJUSTMENT

Three alternate positions

CULTURAL RESOURCES ADVISORY BOARD

One student position

DOWNTOWN BOONE DEVELOPMENT ASSOCIATION

One Council-appointed position

HISTORIC PRESERVATION COMMISSION

Two regular positions, one student position

HUMAN RELATIONS COMMISSION

One position

PLANNING COMMISSION

One regular position

SUSTAINABILITY COMMITTEE

One regular position, two student positions

The next application deadline is **August 28, 2026**, by **5 p.m.** If you qualify for any of the positions and would like to apply, please contact Town Clerk Nicole Harmon at 268-6200 or e-mail Nicole.harmon@boonenc.gov for more information. You may also visit the Town's Website at www.townofboone.net to view information about the various boards and to download an application form.



Town of Boone Agenda Item Action Request Form

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Submitted By: Dalton George, Mayor

Department: Administration

Contact Phone: 828.268.6200

Email: dalton.george@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Action

Item Title: Approval and Presentation of Resolution - R. Edmisten Bridge

Summary of Information: Please see attached resolution.



**RESOLUTION DEDICATING THE BRIDGE AT LOWER HARDIN CREEK TO BE
NAMED THE “RUFUS EDMISTEN BRIDGE”**

Whereas, Rufus Edmisten is a native of Boone and Watauga County, whose family land is now host to the portion of the Greenway that this bridge and the Lower Hardin Creek are located; and

Whereas, Rufus has served his State and Country in many ways, working alongside Senator Sam Ervin, serving as North Carolina’s 46th Attorney General, 21st Secretary of State, Democratic Nominee for Governor, and a multitude of other civic and non-profit roles and capacities; and

Whereas, Rufus has been instrumental in the advocacy, crafting, and adoption of policies that have benefitted our Nation, on issues spanning civil rights, environmental causes, the support of North Carolina businesses, education, and much more; and

Whereas, this bridge rests over a tributary of the New River, a river in which, as Attorney General, Rufus fought doggedly to ensure its protection and designation as a Wild and Scenic River, securing its health and protection for future generations; and

Whereas, many Boone residents know well Rufus Edmisten and his many accomplishments representing Boone and the Edmisten family; and

Whereas, as a sign of appreciation for his work, the generosity of his family, and their connection to the land, it is only fitting to honor him through the dedication of this beloved portion of our Town’s Greenway;

Now, therefore, be it resolved that the Mayor of Boone officially declares this bridge, the “Rufus Edmisten Bridge,” and directs staff to work to prepare for its official dedication, including Rufus and other organizations.

Adopted this on the 12th day of August 2026.

Mayor Dalton George



Town of Boone Agenda Item Action Request Form

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Submitted By: Nicole Harmon, Town Clerk

Department: Administration

Contact Phone: 828.265.5434

Email: dgraham@hccog.org

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Information/Action

Item Title: David Graham - High Country Council of Governments

Summary of Information: David Graham, Transportation Planner with the High Country Council of Governments, and Reuben Crummy with the North Carolina Department of Transportation will present the Watauga County Comprehensive Transportation Plan.



NORTH CAROLINA
Department of Transportation

Watauga County Comprehensive Transportation Plan (CTP) “What Is A CTP”

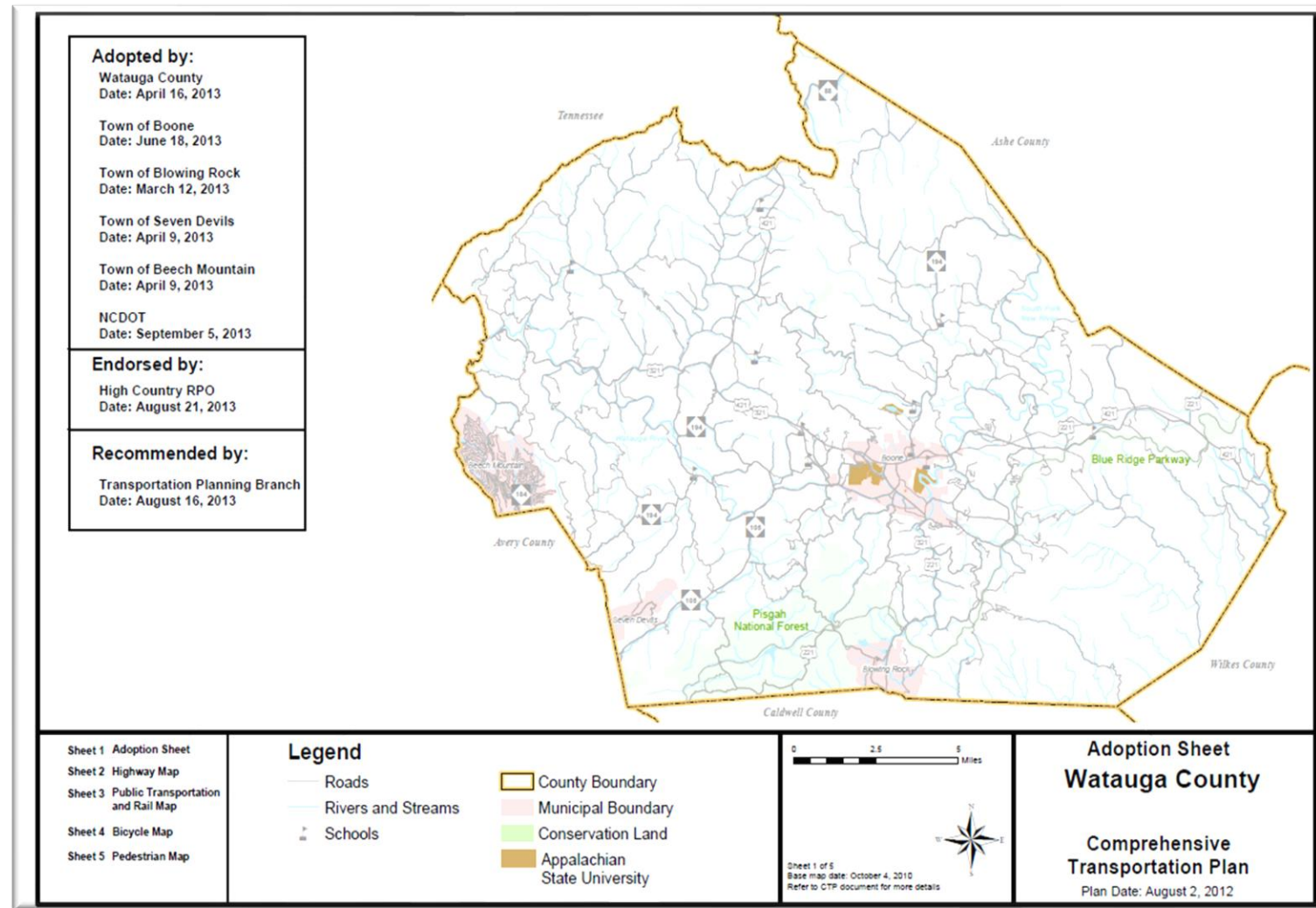
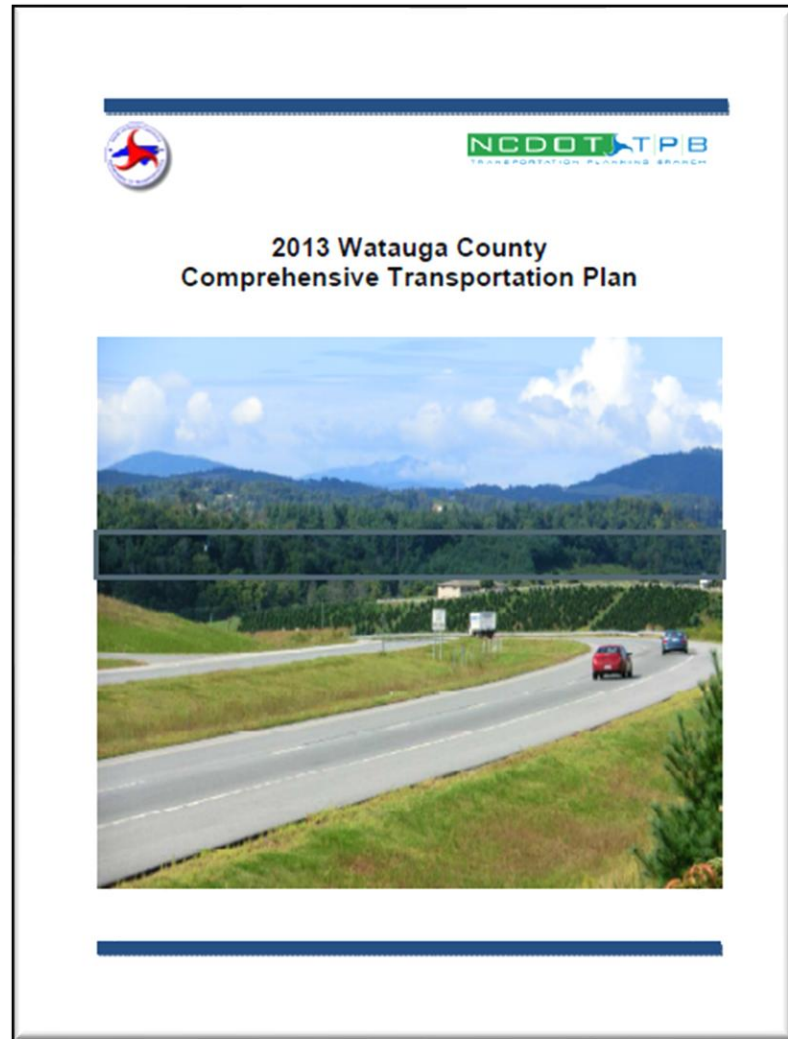
Reuben Crummy NCDOT Transportation Planning Division (TPD)

David Graham High Country Rural Planning Organization (RPO)

August 12, 2026

Connecting people, products and places safely and efficiently with customer focus, accountability
and environmental sensitivity to enhance the economy and vitality of North Carolina

The 2013 Watauga County CTP is Being Updated



State Mandated Plan

Per § G.S. 136-66.2 – Development of a coordinated transportation system and provisions for streets and highways in and around municipalities

First Part of (a):

Each municipality, not located within a metropolitan planning organization (MPO) as recognized in G.S. 136-200.1, with the cooperation of the Department of Transportation, shall develop a comprehensive transportation plan that will serve present and anticipated travel demand in and around the municipality.

A Current Land Use Plan Is Required

Current legislation (§ 136-66.2.b1) requires that local areas have a current land development plan (less than five years old) prior to receiving any planning assistance from the Department.

(b1) The Department of Transportation may participate in the development and adoption of a transportation plan or updated transportation plan when all local governments within the area covered by the transportation plan have adopted land development plans within the previous five years. The Department of Transportation may participate in the development of a transportation plan if all the municipalities and counties within the area covered by the transportation plan are in the process of developing a land development plan. The Department of Transportation may not adopt or update a transportation plan until a local land development plan has been adopted. A qualifying land development plan may be a comprehensive plan, land use plan, master plan, strategic plan, or any type of plan or policy document that expresses a jurisdiction's goals and objectives for the development of land within that jurisdiction.

What is A CTP?

- A long range needs-based plan (25-30 years)
- Represents consensus on a future transportation system
- Multimodal
 - Highway
 - Public Transportation / Rail
 - Bicycle / Pedestrian
- Satisfies NC State Statute § 136-66.2



What is A CTP?

Comprehensive Transportation Plan

Developed cooperatively with:

- NCDOT
- Municipalities
- Counties
- Metropolitan and/or Rural Planning Organizations
- Community Stakeholders
- The public

What is A CTP?

Comprehensive Transportation Plan

It is adopted or endorsed at three levels:

1. Locally (Local Governments)
2. Metropolitan and/or Rural Planning Organization
3. NCDOT Board of Transportation

Adoption is the first step of the development of transportation projects

What are the benefits of a CTP?

- Identifies solutions
- Supports community-adopted vision
- Allows communities to consider all modes

The results of the CTP process feeds into the NCDOT prioritization process and help guide MPOs and RPOs in developing project prioritization.

What are the benefits of a CTP?

Established the Comprehensive Transportation Plan

- Facilitates accountability (through the formal public involvement process (PIP))
- Considers environmental resources and geographic region area constraints
- Provides detailed information for project proposals

Why Develop a CTP?

- First step in the NCDOT project delivery process
- Identify existing and future transportation needs
- Project proposals should be reflected in the CTP before they are submitted for future funding available through NCDOT
- NCDOT refers to the CTP when implementing its Complete Streets Policy that includes multimodal facilities adhere appropriate
- A CTP can provide a link between land use decisions and future transportation decisions

NCDOT PROJECT DELIVERY PROCESS



CTPs are “Needs-Based” Plans

CTP Recommendations:

- Identify transportation needs
- Provide reasonable proposals
- Based on data-driven analysis and public input



CTPs creates project proposals and use data from other plans

A sampling of the data considered in a Comprehensive Transportation Plan

State Transportation Improvement Program (Funded)

Local Land Development or Land Use Plans

Local & Statewide Transportation Plans

Local & Statewide Bike / Ped / Transit Plans



Information from these plans and other data go through the CTP analysis process

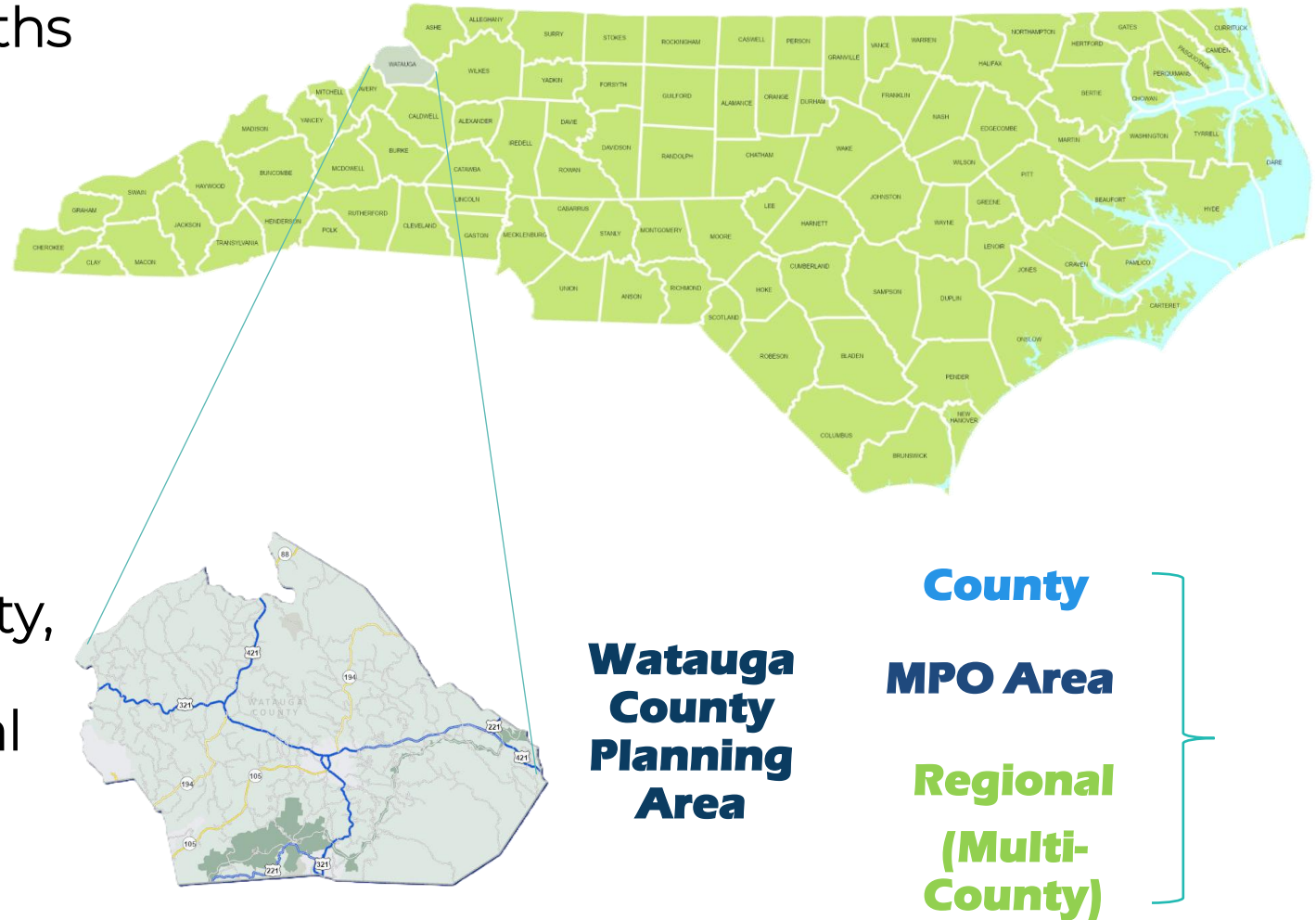
CTP Process

Takes approximately 12-18 months

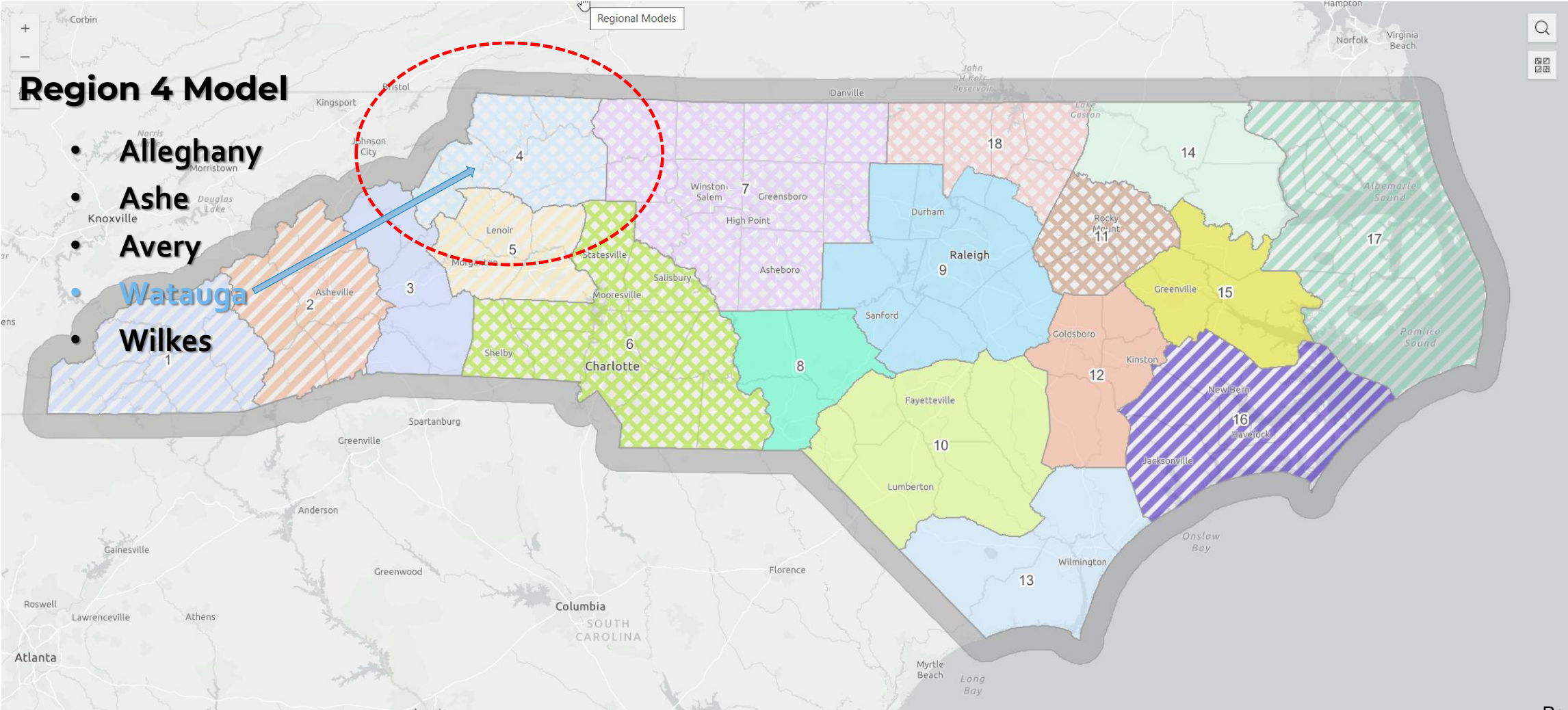
Typical process includes:

- Develop Local Vision
- System Assessment
- Analyze Alternatives
- Develop Draft Plan
- Plan Adoption

Generally developed on a County, Metropolitan Planning Organization (MPO), or Regional level



NCDOT Travel Demand Model Regions in NC



What is a Travel Demand Model?

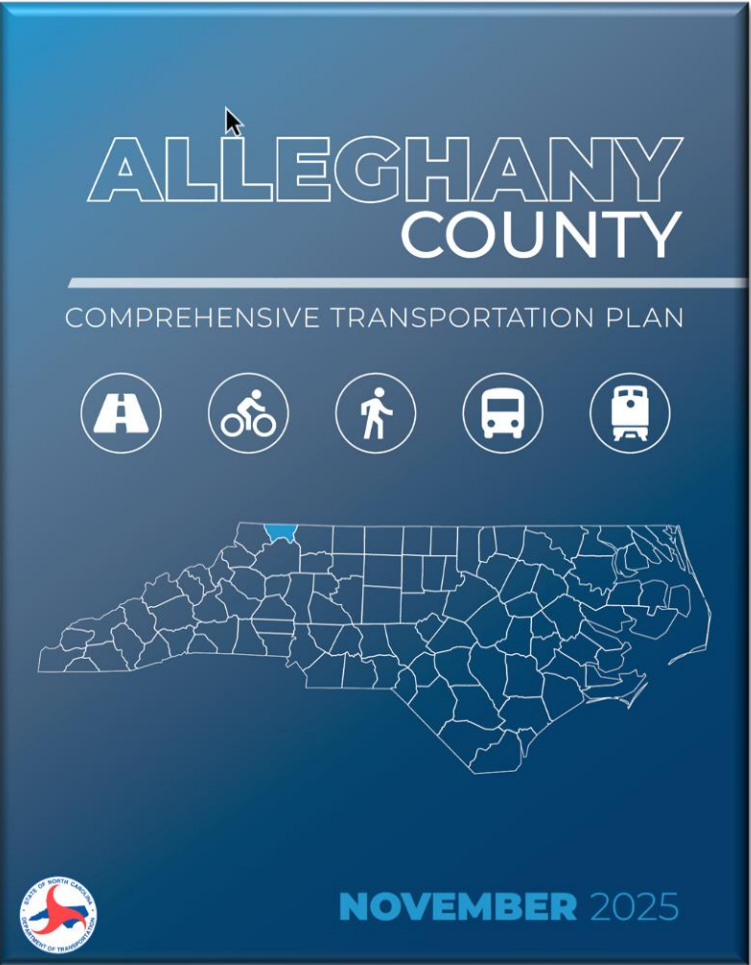
- NCDOT computer generated tool used to simulate existing and future travel patterns and deficiencies within a defined transportation network based on data (certificate of occupancy, employment, school enrollment, public transit, visitor, etc.)
- Predicts how changes in size and character of households, businesses, schools, etc. impact the transportation system in the future.
- Reflects travel behavior based on mode choices, i.e., highway vs transit vs other modes.

How is a Travel Demand Model Used?

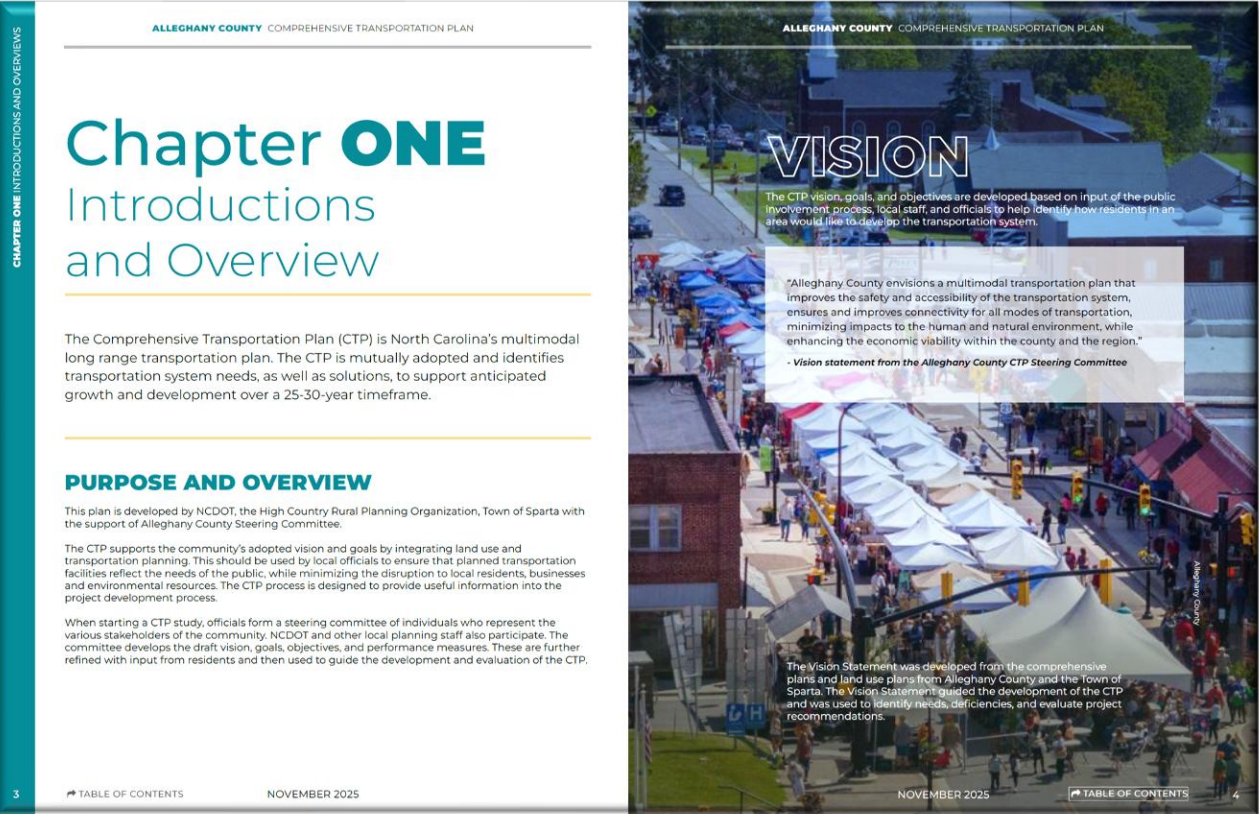
- Used to inform the development of the Watauga CTP and other future CTPs in High Country RPO region.
- Currently being developed for Watauga County
- Guided by input from a local TDM Coordinating Committee in partnership with NCDOT and the High Country RPO

Example CTP Products

Deliverables an area will receive from the CTP Process



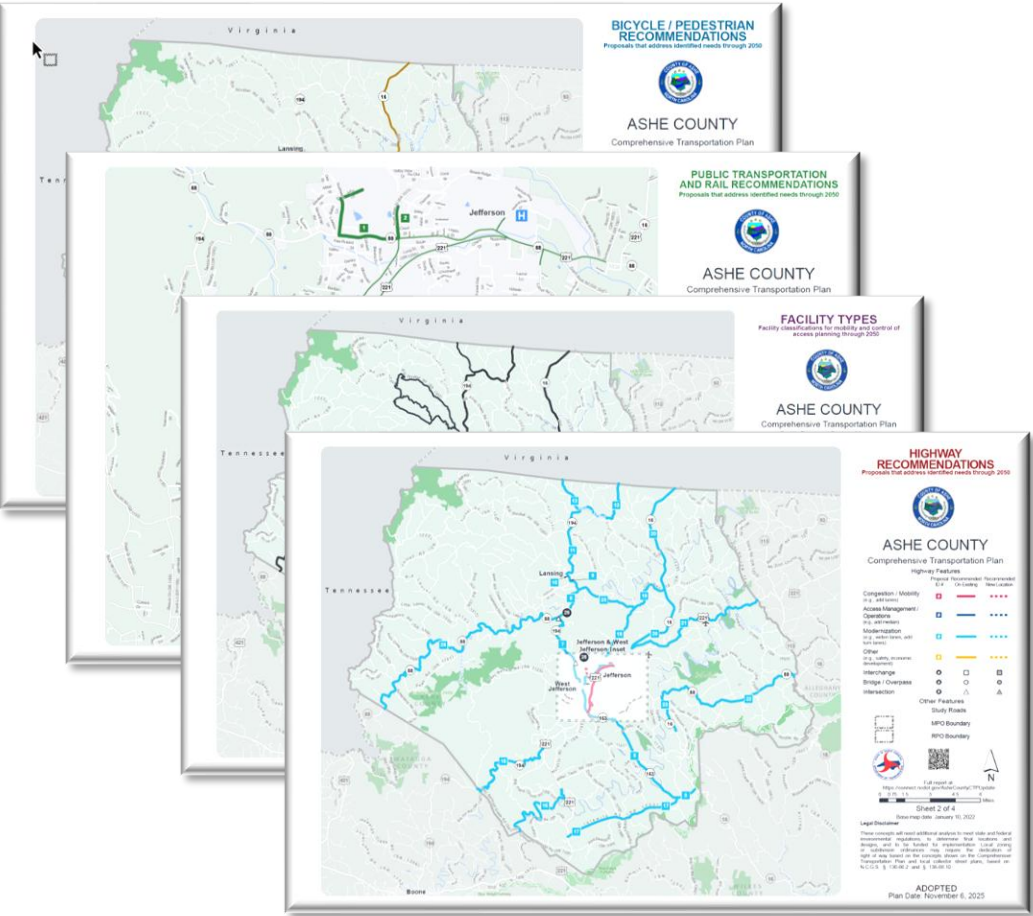
User Friendly Plan Documentation
Covers Study Highlights



Example CTP Products

Deliverables an area will receive from the CTP Process

CTP Recommendation Maps



Recommendations List

CHAPTER THREE CTP PROJECT PROPOSALS

ASHE COUNTY COMPREHENSIVE TRANSPORTATION PLAN

August 2023

Ashe County

Highway Recommendations

1

US 221 BUS, NC 88, South Main St Highway Recommendation: 

From: N Sixth Ave To: US 221 Bus/G Main St (Yamaha) | 1.72 miles

Replace with road diet (3 lanes with bicycle and pedestrian facilities)

2

US 221 BUS, S Main St Highway Recommendation: 

From: US221 Bus/G Main St (Yamaha) To: Hospital Ave (CR-1664) | 0.76 miles

Replace with road diet (3 lanes with bicycle and pedestrian facilities)

3

US 221 BUS, NC Hwy 194 Highway Recommendation: 

From: Hamilton St To: Beaver Creek School Rd (SR 1248) | 1.27 miles

Replace with road diet (3 lanes with bicycle and pedestrian facilities)

4

Mount Jefferson Rd Highway Recommendation: 

From: Walmart To: Lowes Dr | 0.19 miles

Widen to 3 lanes with pedestrian facilities

5

NC Hwy 163 Highway Recommendation: 

From: 750 Feet From US-221 To: NC-16 | 8.95 miles

Improve to roadway standard 12 foot lanes 2 ft shoulders with bicycle and pedestrian facilities

6

NC Hwy 194 Highway Recommendation:

From: E 5th St To: NC 88 | 1.28 miles

Improve to roadway standard 12 foot lanes 2 ft shoulders

7

NC Hwy 194 Highway Recommendation: 

From: NC 88/NC 194 in Warrensville To: NC 88/NC 194 | 3.77 miles

Improve to roadway standard 12 foot lanes 2 ft shoulders with bicycle and pedestrian facilities

Highway Class

Congestion

Access Management

Modernization

Other (Safety, etc.)

Bridges/Intersections

HIGHWAY RECOMMENDATIONS

PAGE 1

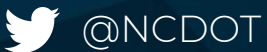
TABLE OF CONTENTS

NOVEMBER 2025

- Highway
- Bicycle & Pedestrian
- Public Transportation
- Rail

Contact Us

- NCDOT Transportation Planning Division (TPD)
 - Reuben Crummy, rcrummy@ncdot.gov
919.707.0971 (Project Manager)
 - Hasan Obias, hmobias@ncdot.gov
919.707.09XX (Project Engineer)
- High Country Rural Planning Organization (RPO)
 - David Graham, dgraham@hccog.org
828.265.5434 x135



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Town of Boone Agenda Item Action Request Form

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Submitted By: Mark Freed, Director of Cultural Resources

Department: Cultural Resources

Contact Phone: 828.268.6280

Email: mark.freed@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Information

Item Title: Mark Freed - 2026 Boonerang Report

Summary of Information: Mr. Freed will give a report on the 2026 Boonerang Music and Arts Festival.



2026 BOONERANG MUSIC & ARTS FESTIVAL POST-MORTEM REPORT

- 2026 HIGHLIGHTS AND GENERAL FEEDBACK
- BUDGET AND FESTIVAL PHILANTHROPY REPORT
- VENDOR SURVEY RESPONSE
- SELECTED FEEDBACK QUOTES





2026 HIGHLIGHTS AND GENERAL FEEDBACK

The fifth annual Boonerang was a success, with beautiful weather, no major incidents, and generally positive feedback. Some highlights included:

- Boone's Got Talent and Boonerang Battle of the Bands events leading up to the festival.
- Boonerang Documentary by Bradley Pearce premiered with a screening at the Appalachian Theatre
- New App developed by volunteer coordinator, Dona Dowlan, leading to the most robust volunteer crew yet, with around 150 workers contributing 1,000 hours!
- Parking shuttle partnership with Elevation Chevrolet, helping ensure guests had a place to park.
- Continued Boonerang International celebration on Sunday, with more than double the participation in the Parade of Nations.
- Continued partnership with ASU's Zero Waste crew – diverting most festival recycling and compost from the waste stream.
- Extra space created in Doc and Merle mural lot and picnic tables in "food court"
- Artist Mural Rodeo exhibition on Friday; Flash mob on Saturday; Roving mariachi band on Saturday; Improv performance in the Theatre on Saturday; special projection lighting on Friday and Saturday nights; extra Saturday night silent disco line DJ; extended Dance Lot hours – all part of special fifth-year celebration.





FESTIVAL BUDGET

Expenses (not including Town staff time or resources, such as vehicles, barriers, etc)

Entertainment –	\$ 71,440
Production -	\$ 38,000
Advertising/Marketing -	\$ 38,550
Alcohol Expenses	\$ 34,310
Staffing/Documentation -	\$ 32,300
Supplies -	\$ 6,000
Hospitality -	\$ 7,500
TOTAL	\$228,100

Pre-festival Income (brought in and committed pre-festival to support 2025 festival)

\$ from 2024 festival -	\$120,000
ToB Cultural Resources -	\$ 30,600
Agency support (TOB, TDA, DBDA)	\$ 35,000
Lead Sponsors	\$ 35,000
Other Sponsorships	\$ 7,500
TOTAL	\$228,100

Plus thousands of dollars on in-kind support from lodging partners, advertising partners, restaurants, parking lot and space donations, and more.

2026 Festival Income and Philanthropy: (generated from the 2026 festival from art vending fees, beer sales, and merchandise sales):

\$100,000 – for the 2027 Boonerang Music & Arts Festival

\$ 18,300 – \$11,800 to Watauga Arts Council for fiscal agency partnership, plus \$6,500 funding for local arts teachers to help train the next generation of Boonerang artists (\$13,600 currently in fund).

\$ 7,700 – to other non-profit groups who partnered with the festival, including:

ASU Coaching Club; Back 2 School Fest; Dawn Fund; Harmony Lanes; Legal Aid of Boone; WAMY; Watauga Arts Council; Watauga Education Foundation



BOONERANG VENDORS SUMMARY

Applications 203 applications submitted
 (170 applicants in 2025)

Vendors 61 arts (57 in 2025)
 15 food/dessert/beverage (15 in 2025)
 35 nonprofits/sponsors/information (28 in 2025)
 2 vendors in Vintage Market lot (2 in 2025)



SURVEY RESULTS

32 Responses (23 arts, 4 nonprofit/sponsor, 5 food/beverage)

- Sales (Arts)
Range: \$540 - \$5,000
Total Reported: \$45,839
Average: \$1,993
Extrapolated Sales: \$121,573 (\$1993 x 61)
- Sales (Nonprofit)
Range: \$0 - \$1,500
Total Reported - \$1,650
Average: \$413 (\$825 – 0's excluded)
(*Most nonprofits provided services, with little to no sales)
- Sales (Food)
Range: \$1,200 - \$9,200
Total Reported: \$12,500
Average: \$4,120
Extrapolated Sales: \$61,800 (\$4120 x 14)
- Satisfaction Survey

Pre Festival Communication	97% Very Satisfied, 3% Satisfied
Booth Location	84% Very Satisfied, 16% Satisfied
Setup	97% Very Satisfied, 3% Satisfied
Breakdown	91% Very Satisfied, 9% Satisfied
Access to Parking	94% Very Satisfied, 6% Satisfied
Experience with Attendees	94% Very Satisfied, 6% Satisfied
Volunteer Support	97% Very Satisfied, 3% Satisfied
Return to Festival	94% Yes, 6% Maybe



Select Feedback Quotes

- Boonerang is an event I look forward to all year long. It's something that brings the community together in ways that I find it hard to experience otherwise. For me, each year is just as wonderful, if not more, than the last. – *Kali Mullins, Gold Dust Creative*
- The community culture Boonerang has cultivated is so special! Thank you for letting me be a part of the event! – *Alex Allen, Allen Creative*
- One of our favorite events to be a part of, we look forward to it every year. The planning and execution of the festival is top notch. Always a great show of support from our community, and the curation of music and activities is amazing!
– *Parkins Davis, Davis Dyes*
- I do a lot of festivals. Boomerang is, by far, my favorite. Every step in the process of wonderfully organized. Everybody (the organizers, the volunteers, security) are delightful, tremendously helpful and complimentary. – *Gina Williams, GALA Crafts*
- You guys were fantastic as always. The volunteers were super kind and helpful and the organization/logistics of the festival was great! Really easy to set up and break down. And the festival attendees seemed to be having a lot of fun (which is so nice for us, because we've done lots of shows that feel boring to be at, but this is definitely not one of those). – *Brian Freirch, Forested Way*
- I always felt Boone could throw an amazing festival, and wow has Boonerang exceeded expectations every year!! Thanks to all the folks involved in making this happen. Can't wait for 2027!! – *Jamie Goodman, Festival Attendee*
- I came all 3 days, and it was the best Boonerang ever!! The film highlighting Boonerang was incredible...other highlights: The Junaluska gospel choir, the Lazy Birds, Supatight, Jacoozy, Martha Spencer, Liam Purcell, Rock Steady, and everything on Sunday! The Boone Latin dance group was phenomenal as well as the parade of Nations. And visiting with family and friends, shopping local vendors and artists, making new friends, everything was so well organized! Thank you to all the people who brought this phenomenal event together. So much fun!!! – *Diana Donovan, Festival Attendee*
- Been to all 5 and it gets better every year! Love seeing favorite bands and meeting new ones. The food, volunteers and vendors never disappoint! This year's addition of the Women's Songwriters in the theater was a highlight and I really hope it is a new tradition!!! – *Emily Fern Hunt Burgess, Festival Attendee*





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Submitted By: George Santucci, Sustainability & Special Projects Manager

Department: Administration

Contact Phone: 828.268.6207

Email: george.santucci@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Information

Item Title: George Santucci - Community Climate Action Plan Update

Summary of Information: Mr. Santucci will give an update on the Community Climate Action Plan

8/12/2026

Boone Community Climate Action Plan (CCAP)

5-year Update

George and Jilian



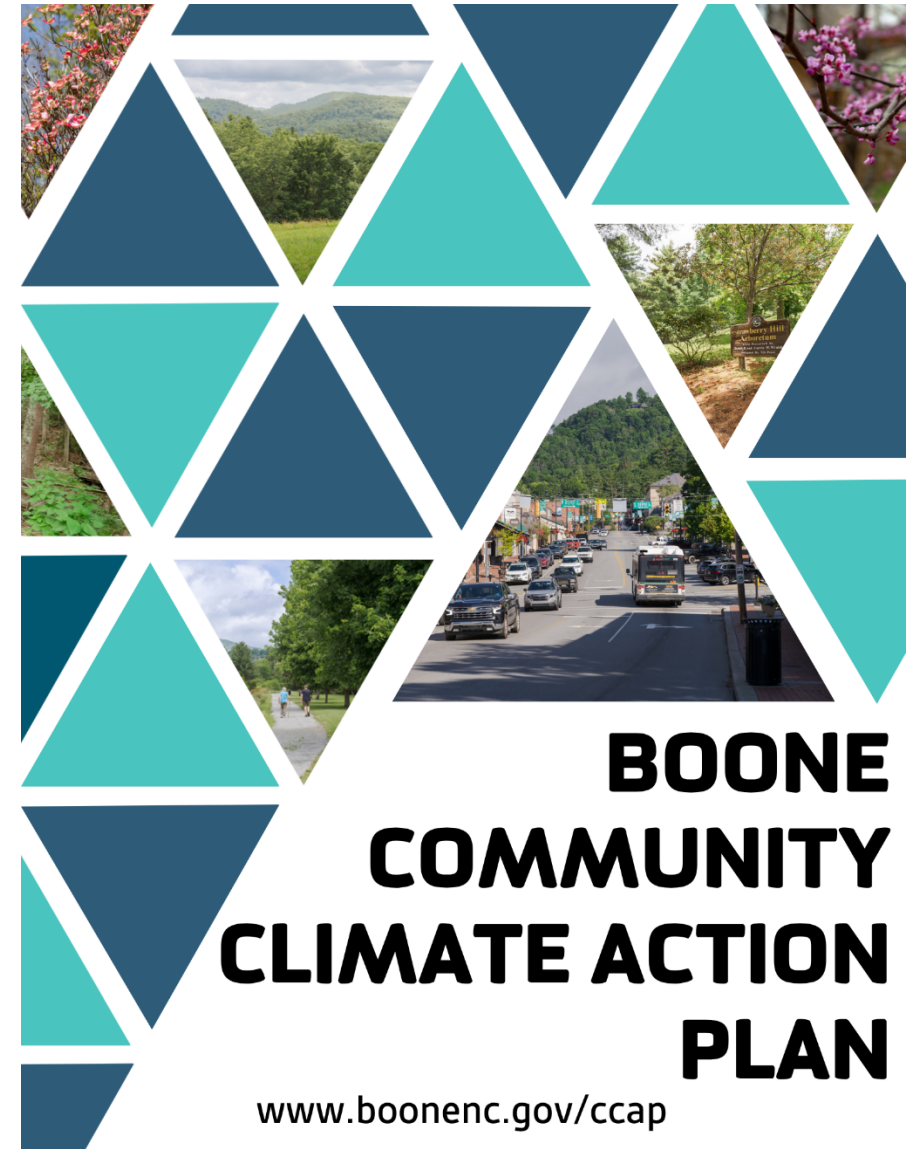
CCAP History

In 2016, Boone passed its 1st climate resolution to support the state goal of 100% clean energy by 2050.

In 2019, the Town Council passed a 2nd resolution clarifying the Town of Boone's goals to combat climate change.

In 2023, Boone contracted with ICLEI to complete a Greenhouse Gas Inventory and the Community Climate Action Plan

In March of 2024, the Boone Town Council adopted the Boone Community Climate Action Plan (CCAP).



Greenhouse Gas Inventory (GHG)

TOWN OF BOONE MUNICIPAL OPERATIONS GHG EMISSIONS

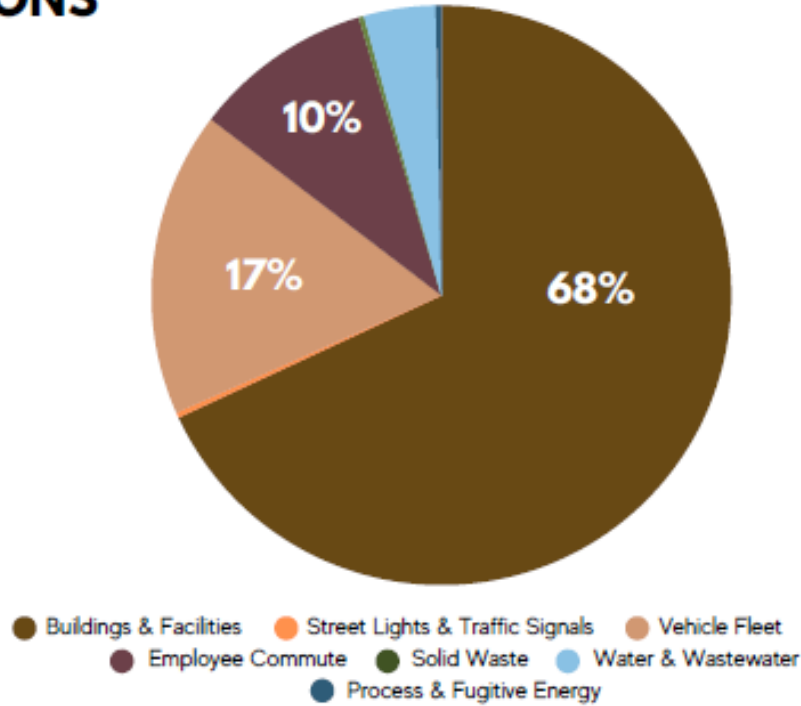


Figure 4. Boone 2020 Municipal Operations Emissions (CO₂e) by Sector

TOWN OF BOONE COMMUNITY-WIDE GHG EMISSIONS

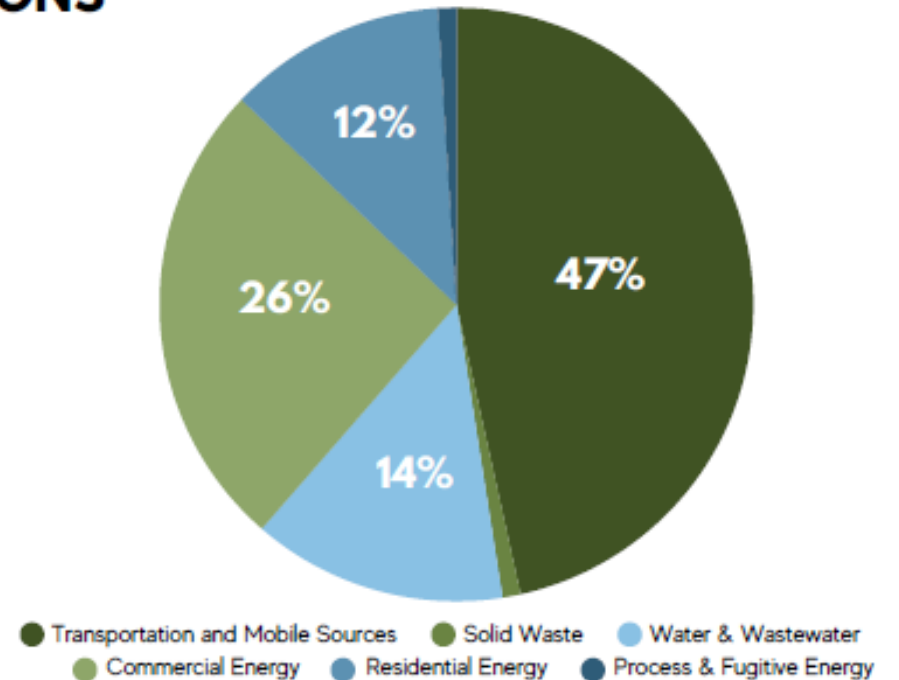


Figure 3. Boone 2020 Community Wide Emissions (CO₂e) by Sector

Electricity from 100% renewable sources

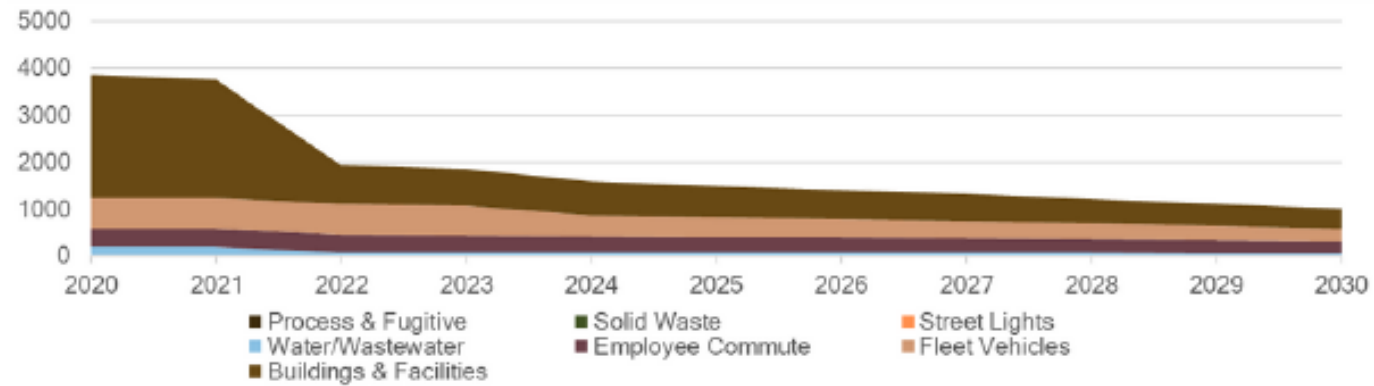


Figure 7. Municipal Operations of Implementation of Strategies

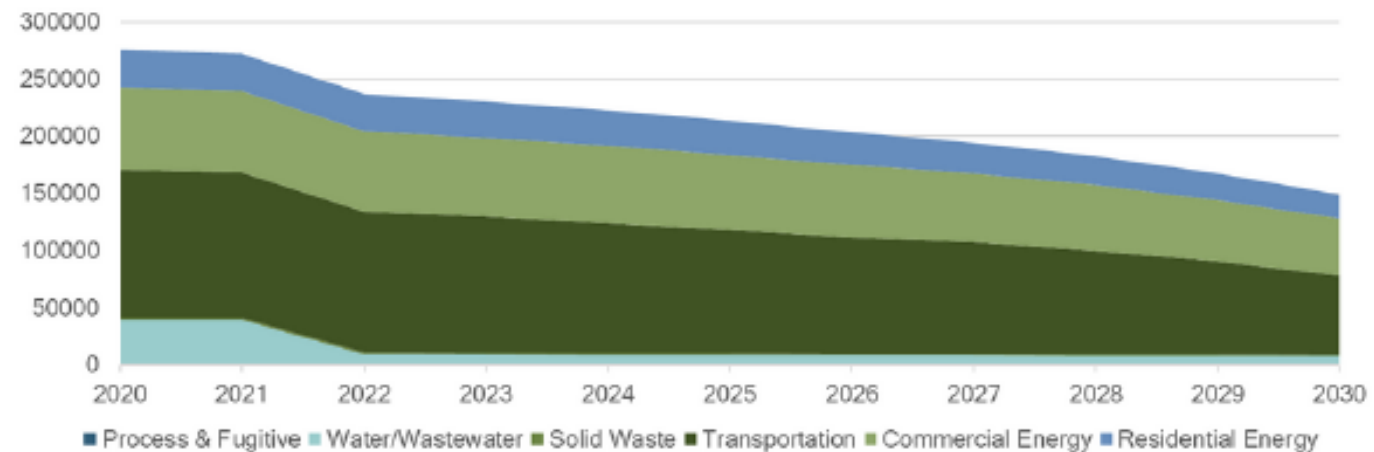
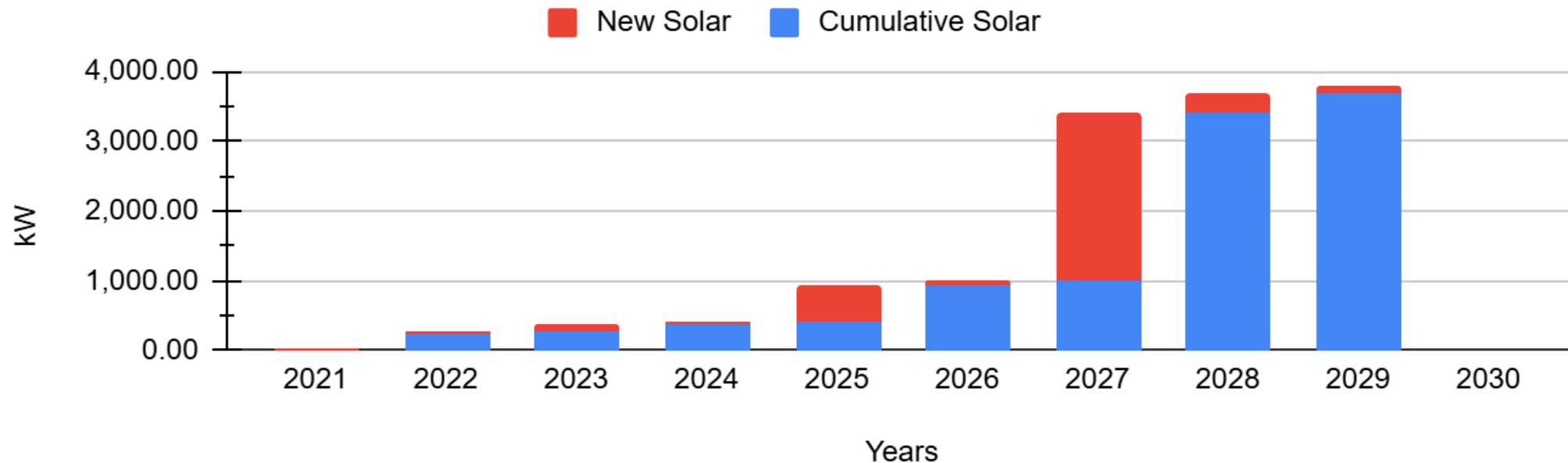


Figure 6. Community-Wide Results of Implementation of Strategies

Distributed Energy Resources

CCAP Goal is 3 MW by 2030



- As of 2025, Boone is at almost 30% of the 2030 goal
- Future opportunities are robust
- Federal incentives have been eliminated
- Current local utilities' policies suppress participation

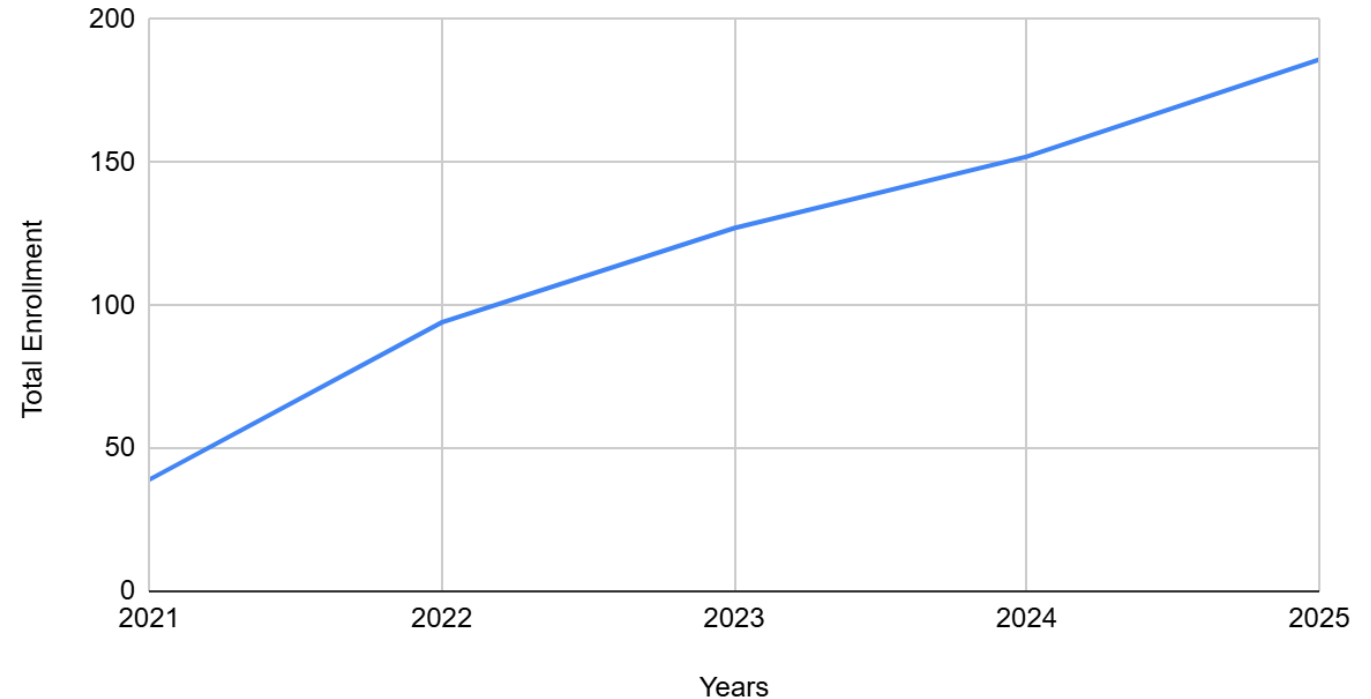
Community Enrollment

Increasing enrollment in the Green Power Program!

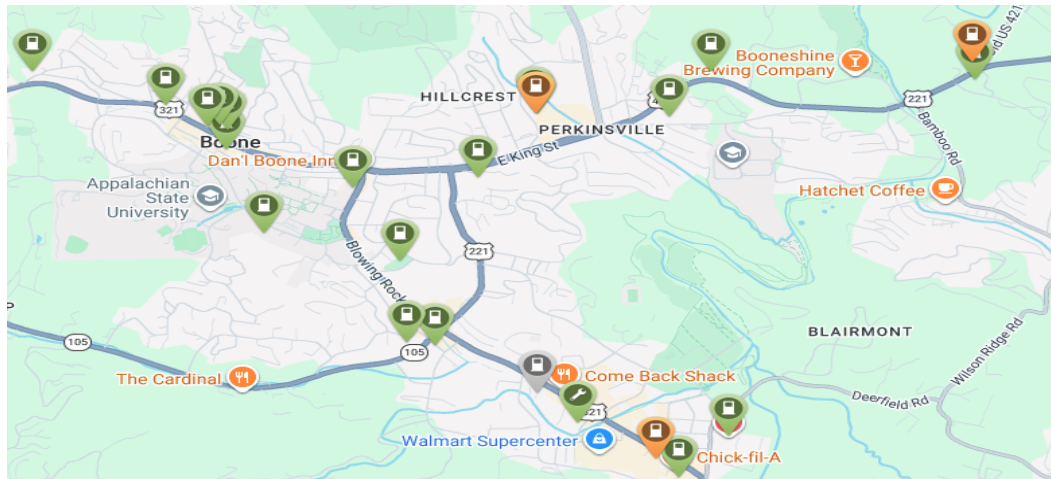
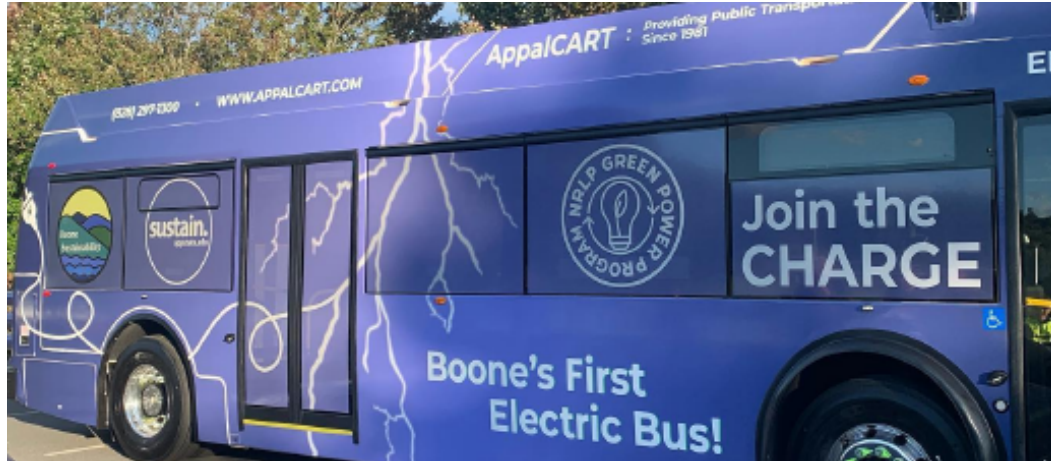
Adoption is not fast enough to hit the 2030 goal.

NRLP Green Power price continues to climb.

Green Power Program Membership



Transportation



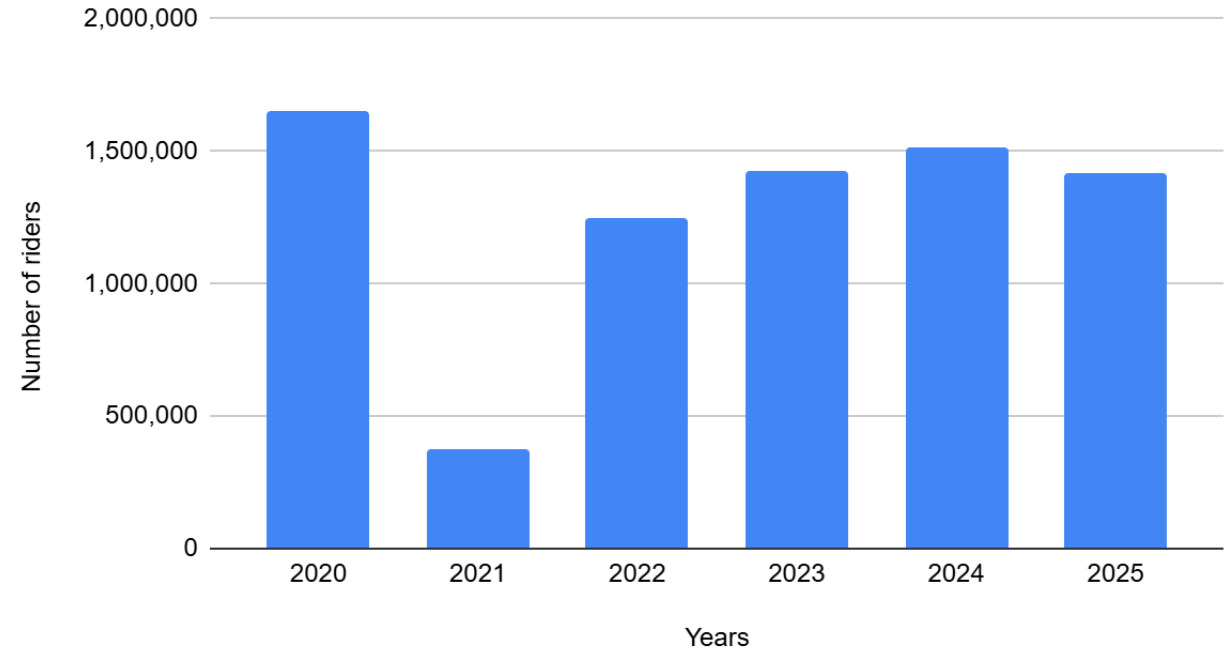
Mass Transit

The new double-decker bus is proving popular. There are more on the way.

Ridership is strong, but it has not yet reached pre-COVID numbers.

Challenges in hiring new drivers prevent route expansion.

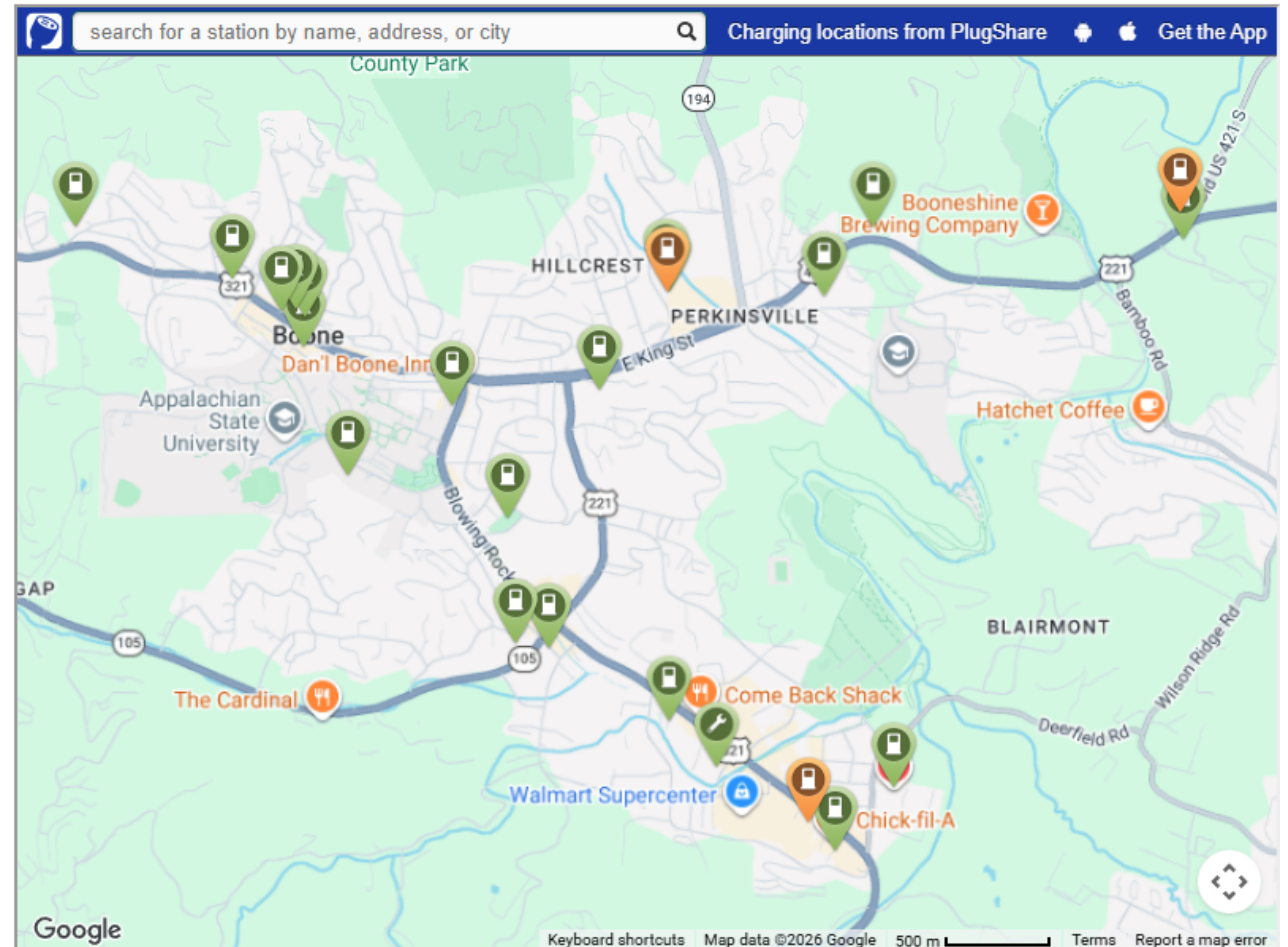
AppalCART Ridership



EV Charging

From 2021 to 2025, 48 new public chargers have been installed in Boone

Boone has 10 town-owned public chargers.



Fleet EVs



Nature, Parks, and Water Quality



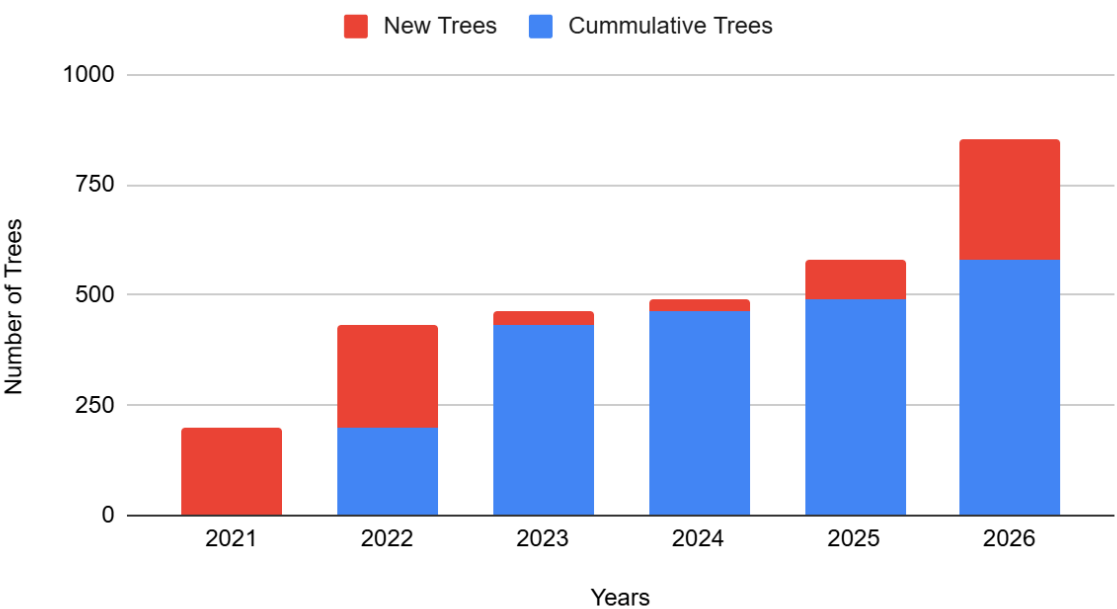
Trees Planted

580 of the 750 trees were planted by 2025.

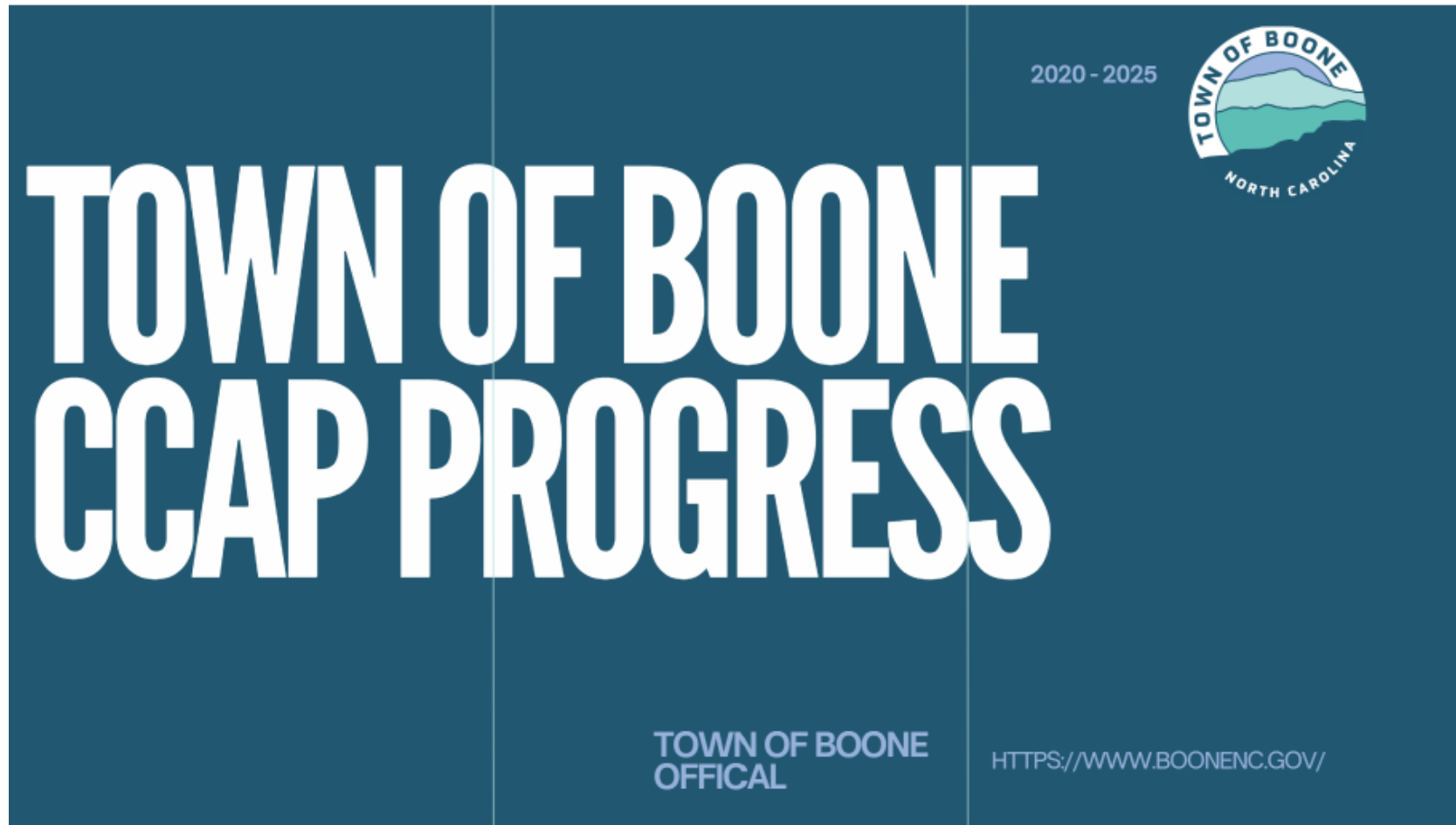
275 have been planted so far in 2026.

2030 goal has been reached!

Trees Planted



Public Facing 5-year Update



TOWN OF
BOONE

Sample Page from Public 5-year Update



Home GHG Energy Transportation Waste Managment Local food Water Nature

TRANSPORTATION



ELECTRIC VEHICLES

Since the start of the CCAP the Town of Boone has been swapping gas vehicles in their fleet with electric vehicles. We are set to purchase three more vehicles this coming year for a total of eight electric vehicles in our fleet!

APPALCART

Although Appalcart ridership hasn't reached it's pre covid ridership numbers. Appalcart has added more routes and more buses making public transportation accesable to a larger number of townsfolk

PUBLIC INFRASTRUCTURE

The town is currently working to add several miles of trail to the greenway while also repaving and replacing broken areas of trail.

Draft Public Survey

 Boone Applecart Bus Participation  

       Published   

Questions Responses Settings

How many times have you ridden the bus this week? If you ride the bus five times this month your eligible to be entered into a raffle to win a small gift card! The Town of Boone appreciates you using public transportation.

First and Last name *

Short answer text

Email (to be contacted for raffle winings) *

Short answer text

How many times have you ridden the bus this week? *

Short answer text



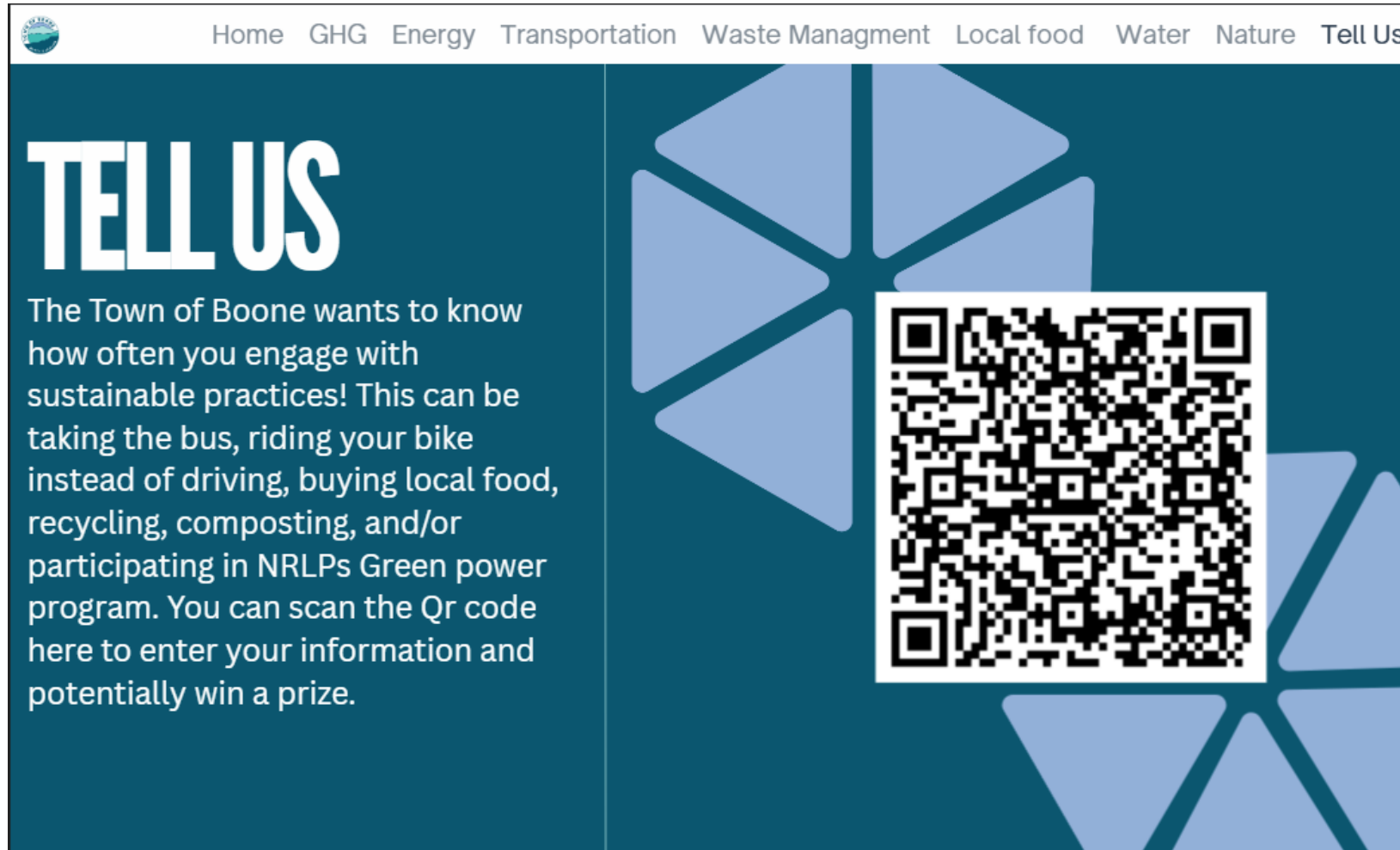
BOONE
SUSTAINABILITY



TOWN OF
BOONE

Page 48 of 135

QR Code to the Public Survey



The screenshot shows the Town of Boone website. The navigation bar at the top includes links for Home, GHG, Energy, Transportation, Waste Management, Local food, Water, Nature, and Tell Us. The main content area has a dark blue background with a light blue geometric pattern of triangles. On the left, the text 'TELL US' is displayed in large white letters. Below it, a paragraph reads: 'The Town of Boone wants to know how often you engage with sustainable practices! This can be taking the bus, riding your bike instead of driving, buying local food, recycling, composting, and/or participating in NRLPs Green power program. You can scan the Qr code here to enter your information and potentially win a prize.' To the right of this text is a large QR code.

An aerial photograph of a university campus, likely the University of Tennessee, showing various academic buildings, a large stadium, and surrounding green hills. The word "Questions?" is overlaid in large white font.

Questions?



Town of Boone Agenda Item Action Request Form

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

Submitted By: Laney Wise, Grants Coordinator/Communications

Department: Administration

Contact Phone: (828) 268-6206

Email: laney.wise@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Approval

Item Title: Approval of Resolution and Contract for the Town of Boone's Award for the North Carolina Governor's Highway Safety Program

Summary of Information: Town staff requests adoption of the attached resolution and approval of the attached contract, pending Town Attorney approval, to accept the North Carolina Governor's Highway Safety Program grant award. The grant will be used to help fund overtime salaries for Town of Boone Police Officers to help reduce alcohol- and speed-related car accidents.



North Carolina Governor's Highway Safety Program

LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Town of Boone (herein called the "Agency") has completed an application contract for traffic safety funding; and that the Boone Town Council (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Boone Town Council IN OPEN MEETING ASSEMBLED IN THE CITY OF BOONE, NORTH CAROLINA, THIS 8TH DAY OF AUGUST, 2026, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Laney Wise, Grants Coordinator/Communications is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 10,000 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0 as required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____

Mayor Dalton George

ATTESTED BY

SEAL

Nicole Harmon, Town Clerk

DATE _____

**North Carolina Governor's Highway Safety Program
Agreement of Conditions/Conflict of Interest**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

- 1. Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally assisted programs of the United States Department of Transportation
 - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 2. Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
- 3. Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and the implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
- 4. Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501- 1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 5. Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the

undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that spend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed

circumstances.

- (d) The terms “covered transaction”, “civil judgement”, “debarment”, “suspension”, “ineligible”, “participant”, “person”, “principal”, and “voluntarily excluded”, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
 - (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, provided that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Note that recent DOT [waivers](#) allows for waivers under two criteria. A *De Minimis Costs* waiver applies to the total value of the non-compliant products where the cost is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project. The *Small Grants* waiver applies when the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000. The Small Grants waiver may be applied to both financial assistance awards and

subawards, where the subaward is made by a passthrough entity for a specific project. However, it is not applicable to a subaward made under an award of \$500,000 or more if the scope of the subaward is not a separately identifiable, independent project.

9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.
12. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
13. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No prior contract, either oral or implied, shall supersede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or funding amount in this contract require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the

Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA to enter into such litigation to protect the interests of the United States.

5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
 - (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
 - (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
 - (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
 - (b) **Approval.** Prior to payment, the itemized invoice must be approved by the Governor's Highway Safety Program and the Department shall approve the itemized invoice prior to payment.
 - (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
 - (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
 - (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be

made for costs incurred prior to the contract effective date or after the contract ending date.

10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
 - (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
 - (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.
 - (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.
14. **Out-of-State Travel.**
 - (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
 - (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
 - (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
 - (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
15. **Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
 - (a) **Certifications Required.**
 - (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.

- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
 - (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
 - (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The Agency head must sign the form. However, the Agency head may assign a designee to sign the form by providing written signature authority to the GHSP.
- 16. Conditions for Local Governmental Agencies.**
- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
 - (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.
- 17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.
- 18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.
- 19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
- 20. Continued Federal and State Funding.**
- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
 - (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any State funds received under this contract are subject to the same terms and conditions stated in this Agreement.
- 21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated

settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

23. Department Held Harmless.

- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

24. Records Access and Retention. The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

25. Sanctions for Non-Compliance. The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

26. Cancellation, Termination, or Suspension of Contract.

- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity, this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.
- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. CERTIFICATION ON CONFLICT OF INTEREST

- a) No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:
- (b) The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions for violations of such standards by officers, employees, or agents.
- (c) The code or standards shall provide the recipient's officers, employees, or agents may may neither solicit or accept gratuities, favors, or anything of monetary value from present or potential subawards, including contractors or parties to subcontracts.
- (d) The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations as permitted by State or local law or regulations.

The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

30. The end date for the Agency's fiscal year is _____

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

North Carolina Governor's Highway Safety Program

SECTION A – GENERAL INFORMATION

1. Project Title: * Boone Police Traffic Safety Overtime Project		Fiscal Year: 2027	
2. Agency: 2000010664 - TOWN OF BOONE		3. Contact Person for Agency: Laney Wise	
4. Agency Address: Boone, Town of PO BOX 192 BOONE, NC 28607-0192		5. Telephone Number: * (828) 268-6206	
		6. Cell Phone:	
7. Physical Location of Agency * 567 West King Street, Boone, NC 28607		8. Email of Contact Person * laney.wise@boonenc.gov	
9. Federal Tax ID Number / Type of Agency Federal Tax ID Number: * 56-6001185 Unique Entity Identifier: RLMKFG8JCQ54 County: * WATAUGA Type of Agency ☐ State ☐ Non-Profit ☐ County ☐ Higher Education ☒ Municipality ☐ Hospital		10. Project Year * ☒ New ☐ Continuation Year: ☒ 1 ☐ 2 ☐ 3 ☐ 4+ Application Number: 1000028365	
		11. Allocation of Funding * Federal % 100.00 Local % 0.00	

Source of Funds			
12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs	\$10,000.00	\$10,000.00	
Contractual Services			
Other Direct Costs			
Indirect Costs			
Total Project Costs	\$10,000.00	\$10,000.00	

13. Specify How Non-Federal Share Will Be Provided: *
This is a 100% federally funded grant with no matching funds.

Project Number: _____	CFDA#: 20.
Additional Project Number: _____	Work Type: _____
Additional Project Number1: _____	Additional Work Type: _____
Additional Project Number2: _____	Additional Work Type1: _____
	Additional Work Type2: _____

SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

The Town of Boone, located in the Blue Ridge Mountains of North Carolina, serves as the economic hub of the High Country. With a confirmed population of 19,532 full-time residents, daily traffic volumes increase substantially year-round. Boone is home to Appalachian State University, a UNC public university, which increases the population to over 30,000 during the academic year. Four major highways converge in the center of Boone, US Highway 421, US Highway 321, NC Highway 194, and NC

Highway 105, serving as critical gateways into the town. As the economic and cultural center of the High Country, Boone sees significant traffic increases year-round, with peak periods including:

- January–February: Ski season in the High Country
- First/Second Weekend in May: Appalachian State University Spring Graduation
- Third Weekend in June: Boonerang Music & Arts Festival
- Late July–Late August: Summer tourism
- Late September–Mid-October: Peak leaf season
- Late September–Late November Weekends: Appalachian State University football games
- Second/Third Weekend in December: Appalachian State University Winter Graduation

Increased traffic during these periods elevates the risk of alcohol-impaired driving incidents. Watauga County, where Boone is located, ranks 50th out of 100 counties in North Carolina for total crashes, averaging 1,375 annually (2020–2024). The county averages 63 alcohol-related crashes per year, ranking 56th statewide, indicating a persistent need for DWI enforcement. Additionally, Watauga County averages approximately 294 teen-related crashes (34th) and 268 older-driver crashes (49th), further emphasizing the diversity of at-risk populations on local roadways.

Given that Boone is the largest municipality in Watauga County by a substantial margin, with the next-largest municipality, Blowing Rock, having approximately 1,422 residents, county-level crash data is a strong indicator of trends within the town. These statistics highlight the critical need for targeted, high-visibility DWI enforcement along Boone’s major traffic corridors to reduce alcohol-impaired driving and enhance overall traffic safety.

Proposed Solution *(Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the “Statement of Problem” section):*

The Town of Boone Police Department will utilize funds for officers to conduct saturation or directed patrols for high-visibility traffic enforcement efforts emphasizing speed-related violations as well as seat belt and child restraint violations. The Town of Boone Police Department further acknowledges that funds WILL NOT be used to conduct checkpoints. The Town of Boone Police Department will schedule a minimum of forty (40) hours of overtime throughout the month with officers working 4 to 6-hour shifts.

To be reimbursed for funds spent on overtime salary, the Town of Boone Police Department will submit both a monthly traffic enforcement overtime schedule as well as the regular monthly work schedule for personnel assigned to overtime traffic enforcement activities. In addition, the Town of Boone Police Department agrees to submit copies of payroll reports and/or pay memos demonstrating that personnel were compensated at a rate of one and a half times (1.5x) their normal rate of pay regardless of whether an officer uses leave during any given pay period.

Similarly, the Town of Boone Police Department agrees to provide CAD/Activity Reports and copies of all North Carolina Uniform Citations and written warnings issued during scheduled overtime as supporting documentation for each assigned employee and shift. At the end of each month, the Town of Boone Police Department agrees to submit a Monthly Enforcement Data (MED) report outlining the agency’s efforts as a whole.

Budget Justification *(Provide a detailed explanation of the costs associated with proposed project):*

The Town of Boone Police Department will utilize these funds to pay off-duty law enforcement officers to conduct high-visibility saturation or directed patrols for the purpose of enforcing speed, seat belt, and child restraint violations. Compensation to assigned employees will be provided at a rate of one and a half times (1.5x) the normal rate of pay and reimbursements WILL NOT be claimed at any other pay rate. No fringe benefits will be claimed.

Travel Justification *(Provide justification for all travel expenses):*

No travel is requested for this grant application.

To be completed by all law enforcement agencies:

Provide the agency's number of sworn officers	44
Does the agency currently have a dedicated traffic or DWI unit?	Yes ☐ No ☒
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	

For applicants requesting enforcement grants, please provide the following county fatality rankings:

Information can be located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Overall Fatality Ranking:	75
---------------------------	----

Alcohol Fatality Ranking:	72
Unrestrained Fatality Ranking:	72
Speed Related Fatalities:	86
Other Applicable Rankings: <i>(Specify)</i>	Teen-related: 81

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2023	Occupant Protection Citations	4	DWI Citations	64	Speed Citations	457
Year 2024	Occupant Protection Citations		DWI Citations	50	Speed Citations	354
Year 2025	Occupant Protection Citations	5	DWI Citations	92	Speed Citations	429

Goals and Objectives *(Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:*

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Goal #1: Reduce alcohol related crashes in Watauga County by 25 percent from the 2020-2024 average of 56 to 42 from October 1, 2026, to September 30, 2027.

Objectives: Increase the number of DWI contacts in Boone by 25 percent from 92 in 2025 to 115 from October 1, 2026, to September 30, 2027.

Goal #2: Reduce unrestrained crashes in Watauga County by 25% from the 2020-2024 average of 30.4 from October 1, 2026, to September 30, 2027.

Objectives: Increase the number of unrestrained contacts in Boone by 700 percent from 5 in 2025 to 35 from October 1, 2026, to September 30, 2027.

Goal #3: Reduce the number of speed-related crashes in Watauga County by 25% from the 2020-2024 average of 84.8 to 62 from October 1, 2026, to September 30, 2027.

Objectives: Increase the number of speeding contacts in Boone by 20% from 429 in 2025 to 514 in October 1, 2026, to September 30, 2027.

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- ☒ Reduce NC's traffic fatalities by 6% from the 2024 total of 1,748 to 1,643 by December 31, 2029.
- ☒ Reduce NC's alcohol-related fatalities by 6% from the 2020-2024 five-year average of 428.2 to 402 by December 31, 2029.
- ☒ Reduce NC's unrestrained fatalities by 6% from the 2020-2024 five-year average of 510.8 to 480 by December 31, 2029.
- ☒ Reduce NC's speed-related fatalities by 6% from the 2020-2024 five-year average of 409 to 384 by December 31, 2029.
- ☒ Reduce NC's young driver-related fatalities by 6% from the 2024 total of 191 to 179 by December 31, 2029.
- ☐ Reduce NC's motorcycle fatalities by 6% from the 2020-2024 five-year average of 199.2 to 187 by December 31, 2029.
- ☐ Increase NC's seat belt usage rate from the 2025 usage rate of 92.17% to 93.17% by December 31, 2029.

SECTION C – BUDGET DETAIL

Personnel Costs

#	Personnel Position	Salary
1	Traffic Safety Overtime Officers	\$10,000.00
Total Salaries Cost:		\$10,000.00
#	Personnel Fringe Benefits	Cost
Total Fringe Benefits Cost:		
Total Personnel Costs:		\$10,000.00

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.

☐

- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)

The first quarter tasks should be:

- 1) Conduct safety-focused enforcement initiatives scheduled for the quarter, with a focus on occupant protection and speeding.
- 2) Participate/report in GHSP-sponsored events/campaigns as required or invited, including all "Click It or Ticket" and "Booze It & Lose It" campaigns.
- 3) Submit Monthly Enforcement Data (MED) reports by the 15th of each month.
- 4) Submit monthly claims.
- 5) Submit quarterly report by January 15.

Second Quarter (January, February, March)

The second quarter tasks should be:

- 1) Conduct safety-focused enforcement initiatives scheduled for the quarter, with a focus on occupant protection and speeding.
- 2) Participate/report in GHSP-sponsored events/campaigns as required or invited, including all "Click It or Ticket" and "Booze It & Lose It" campaigns.
- 3) Submit Monthly Enforcement Data (MED) reports by the 15th of each month.
- 4) Submit monthly claims.
- 5) Submit quarterly report by April 15.

Third Quarter (April, May, June)

The third quarter tasks should be:

- 1) Conduct safety-focused enforcement initiatives scheduled for the quarter, with a focus on occupant protection and speeding.
- 2) Participate/report in GHSP-sponsored events/campaigns as required or invited, including all "Click It or Ticket" and "Booze It & Lose It" campaigns.
- 3) Submit Monthly Enforcement Data (MED) reports by the 15th of each month.
- 4) Submit monthly claims.
- 5) Submit quarterly report by July 15.

Fourth Quarter (July, August, September)

The third quarter tasks should be:

- 1) Conduct safety-focused enforcement initiatives scheduled for the quarter, with a focus on occupant protection and speeding.
- 2) Participate/report in GHSP-sponsored events/campaigns as required or invited, including all "Click It or Ticket" and "Booze It & Lose It" campaigns.
- 3) Submit Monthly Enforcement Data (MED) reports by the 15th of each month.
- 4) Submit monthly claims.
- 5) Submit quarterly report by October 15.

AGENCY AUTHORIZING SIGNATURE

☐

I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge

Name:

PIN:

Date:

Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

FOR GHSP USE ONLY:

Recommendation:

Date:



Town of Boone Agenda Item Action Request Form

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

Submitted By: Guy Miller, Director of Finance

Department: Finance

Contact Phone: (828) 268-6200

Email: guy.miller@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Approval

Item Title: Approval of Budget Amendments

Summary of Information: Police Department:

To: Miscellaneous Supplies 010-407-000-519900 \$15,000.00
From: Contributions/Donations 010-000-000-482200 (\$15,000.00)

Explanation:
Check donation from Mark Ricks for the Police Department's new fitness equipment room.

Sustainability:

To: Sustainability 010-401-000-549114 \$25,000.00
Projects
From: Appropriated Fund 010-000-000-499900 (\$25,000.00)
Balance

Explanation:
NC Land and Water Fund grant reimbursement.

Public Works Department:

To:	Rivers House	010-411-000-549145	\$75,000
From:	Appropriated Fund	010-000-000-499900	(\$75,000)
	Balance		

Explanation:

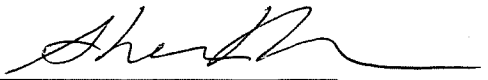
To cover remaining grant match for restrooms and project expenses.

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

DATE: July 27, 2026

TO: Mayor & Town Council

FROM: Assistant Chief of Police Shane Robbins



Signature

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

	LINE ITEM DESCRIPTION	ACCOUNT NO.	AMOUNT
TO:	Miscellaneous Supplies	010-407-000-519900	\$15,000.00
	_____	_____	_____
	_____	_____	_____
FROM:	Contributions/Donations	010-000-000-482200	(\$15,000.00)
	_____	_____	_____
	_____	_____	_____

EXPLANATION/JUSTIFICATION: Check donation from Mark Ricks for the Police Department's new fitness equipment room.

Date

Town Clerk

TOWN OF BOONE
PAYMENT RECEIPT

Address 1
Address 2
Telephone
Fax

Please keep this receipt for your

Receipt #: 03-329352
Jul 27, 2026 16:23

Received From: BROWN BROTHERS HARRIMAN

MISCELLANEOUS

19	MISC. (G/L ENTRY R *Comments	PAY CONTRIBUTIONS/DONATIONS MARK RICKS - PD GYM EQUIP	010-000-000-482200	\$15,000.00
----	---------------------------------	--	--------------------	-------------

Receipt Total	\$15,000.00
Paid by Check	\$15,000.00
AMOUNT TENDERED:	\$15,000.00
CHANGE DUE	\$0.00

THE SECURITY FEATURES ON THIS DOCUMENT INCLUDE MICROPRINT SIGNATURE, TRUE WATERMARK AND BLEED THROUGH MICR

JNDS TRANSFER DEPARTMENT

Citibank NA New Castle, DE 19720

BROWN BROTHERS HARRIMAN & CO.

140 BROADWAY, NEW YORK, NY 10005-1101

CK 259117

62-20
311

VOID AFTER 6 MONTHS FROM DATE OF ISSUE

DATE	PROTECTED AMOUNT	DOLLARS	CENTS
07/16/26	* \$15,000.00 *	\$15,000.00	*

PAY TO THE ORDER OF

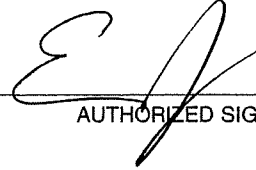
TOWN OF BOONE - BOONE PD

MARK RICKS SUB
2026 SUPPORT

PAYMENT ORDERED BY

015065600000
BBH IM CLIENT SEC.
140 BROADWAY
NEW YORK NY 10005-1108

CASHIER'S CHECK



AUTHORIZED SIGNATURE

⑈259117⑈ ⑆031100209⑆ 38968164⑈

BROWN
BROTHERS
HARRIMAN

7/16/2026

Town of Boone – Boone PD
Attn: C/O Major Shane Robbins
1500 Blowing Rock Road
Boone, NC 28607

Dear C/O Major Shane Robbins,

On behalf of Mr. Ricks we are pleased to confirm the issuance of the enclosed check, in the amount of \$15,000, payable to Town of Boone – Boone PD.

The entire contribution is intended for Town of Boone – Boone PD as a 2026 charitable contribution on behalf of Mark Ricks. No goods or services have been provided in exchange for this contribution. In order to complete our records, please acknowledge receipt by signing and returning the enclosed contribution receipt and emailing a scanned copy to Team.MacManus@bbh.com.

Sincerely,

Ashley Panny

Ashley Panny

Town of Boone – Boone PD

C/O BROWN BROTHERS HARRIMAN
140 BROADWAY – 7TH FLOOR
NEW YORK, NY 10005-1101
PHONE: (212) 493-8851
FAX: (212) 493-7978

TO WHOM IT MAY CONCERN:

This is acknowledgement of the contribution by Mr. Mark Ricks:

Name of your organization: Town of Boone – Boone PD

Address: _____

In the amount of: \$15,000 via Check

Date: 7/16/2026

Tax I.D. #: _____

Authorized signature: _____

Print Name & Title: _____

***Please acknowledge your charity type. Unless noted below, no goods or services were received in exchange for this contribution.**

☐

501 (C) (3) Organization

☐

501 (C) (4) Organization

☐

Other

Value of goods/services received by donor: _____

Treas. Reg. Sec. 1.170 A – 13 (f)

**TOWN OF BOONE
ADMINISTRATIVE BUDGET AMENDMENT
FY 2026/2027 BUDGET**

DATE: 7/29/2026

TO: Town Council

FROM: George Santucci, Sustainability and Special Projects Manager

I hereby request that the following BUDGET AMENDMENT be approved:

	LINE ITEM DESCRIPTION	ACCOUNT	AMOUNT
TO:	Sustainability Projects	010-401-000-549114	\$ 25,000.00
FROM:	Appropriated Fund Balance	010-000-000-499900	\$ 25,000.00

EXPLANATION/JUSTIFICATION:

This a NC Land and Water Fund grant reimbursement. Sustainability Projects paid the contractor.

AUTHORIZATION: **APPROVED:** _____ **DISAPPROVED:** _____

Nicole Harmon-Church, Town Clerk

Date

This form should only be use for Administrative Budget Amendments. All Requests must be made in round numbers.

*GC 4/11
07-29-26*

**TOWN OF BOONE
ADMINISTRATIVE BUDGET AMENDMENT
FY 2025-2026**

DATE: August 6, 2026

TO: Town Council

FROM: Guy Miller, Finance Director

I hereby request that the following BUDGET AMENDMENT be approved:

	LINE ITEM DESCRIPTION	ACCOUNT	AMOUNT
TO:	Rivers House	010-411-000-549145	\$75,000.00
FROM:	Appropriated Fund Balance	010-000-000-499900	\$75,000.00

EXPLANATION/JUSTIFICATION:

To cover remaining grant match for restrooms and project expenses

AUTHORIZATION:

APPROVED: _____ **DISAPPROVED:** _____

Town Clerk

Date

This form should only be use for Administrative Budget Amendments. All Requests must be made in round numbers.



Town of Boone Agenda Item Action Request Form

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

Submitted By: Nicole Harmon, Town Clerk

Department: Administration

Contact Phone: 828.268.6204

Email: nicole.harmon@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Action

Item Title: Approval of Minutes

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

- Town Council Regular Meeting July 8, 2026
- Town Council Special Meeting August 3, 2026



MINUTES – REGULAR MEETING
BOONE TOWN COUNCIL
JULY 8, 2026

CALL TO ORDER

A regular meeting of the Boone Town Council was called to order at 9:05 a.m. at the Boone Town Council Chambers located at 1500 Blowing Rock Road in Boone. Mayor Dalton George presided. Town Council members present included Mayor Pro-Tem Todd Carter, Virginia Roseman, Adrian Tait, Anne Pruitt, and Anitra Ball. Town Staff present included Town Clerk Nicole Harmon, Grants Coordinator/Communications Laney Wise, Deputy Planning Director Brandon Wise, Jessica Mitchell, Public Works Director Todd Moody, Planning Director Jane Shook (remote), Finance Director Guy Miller, Sustainability and Special Projects Manager George Santucci, Police Chief Daniel Duckworth, Downtown Boone Development Director Lane Moody, and Town Attorney Allison Meade.

MOMENT OF SILENCE

A brief moment of silence was observed.

TENTATIVE AGENDA ADOPTION

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

ANNOUNCEMENTS

Approval and Presentation of Resolution – B. Bond

Mayor George read the following resolution into the record:

TOWN OF BOONE RESOLUTION HONORING THE SERVICE OF

DR. ELIZABETH "BETTIE" BOND

~~Ç ÇÊÇÆ~~ Dr. Elizabeth "Bettie" Bond has been a pillar of the community, serving on the Town of Boone's Historic Preservation Commission and on other community boards for many decades;

~~7 3 2 6 4 5 1~~ Bettie Bond has served on the Historic Preservation Commission since its inception in 2007 through 2026, leading with a lively spirit and an unending passion for preservation as the Chairperson from the Commission's beginning and also guiding as the Vice-Chair during her years of service;

~~Ç ÇÊÇÆ~~ Bettie Bond, among her Commission peers, advocated for the preservation and dedication of the Downtown Boone Post Office, along with other local historic landmarks and markers, contributed to the Historic Preservation Commission's recognition of the Junaluska Community, and supported the designation of the Downtown Boone Local Historic District in 2021;

~~Gracie~~ Bettie Bond influenced many minds during her tenure at Appalachian State University from 1973 to 1996 in the History Department, supporting the efforts of the Belk Library, and was recognized in 2005 with Appalachian State University's Outstanding Service Award;

G Bettie Bond has contributed insurmountable hours in the Boone community supporting and representing, among many, the Watauga County Historical Society, the Digital Watauga Project Committee, the Watauga County Community Foundation, the Board of the Appalachian Theatre of the High Country, the Watauga County Public Library, Appalachian State University's Belk Library, and Horn in the West;

~~§ 87(2)(b)~~ Bettie Bond has been recognized for her achievements with the accolades and recognition of being included on the Watauga County Historical Society's Hall of Fame in 2022, the Town of Boone's 1872 Award in 2024, and being bestowed the honor of The Order of the Long Leaf Pine in August 2024; and

~~Ç ÇÊÇÆÆ~~ Bettie Bond continues to remain a fixture, an invaluable advocate, and creative champion for the Town's historic preservation efforts, instilling her preservation goals and desires among her Commission peers and among Town Staff partnerships;

Ė Ė Ğ Ĩ Ģ Ċ Ĉ Ċ Ć Ē Ĕ Ę Ą Ć Ħ ĩ Ĳ Ĵ Ķ Ĺ Ļ Ľ Ŀ that the Town of Boone recognizes and expresses its deepest gratitude to Ms. Bettie Bond for her countless contributions to the Historic Preservation Commission, where she brought her energetic and lively spirit that influenced all those she has

worked with, and for her lasting legacy that has forged the historic preservation efforts that the Town has today.

PRESENTATION OF PROCLAMATION – BRC TRAILS MONTH

Mayor George read the following proclamation into the record:

A PROCLAMATION DECLARING JULY 2026 BRC TRAILS MONTH

WHEREAS, the Town of Boone recognizes the initiative to connect Blowing Rock to Boone with a pedestrian and bicycle-friendly greenway through the Middle Fork Greenway, AND the initiative to connect downtown Boone to Mount Jefferson with a hiking trail and several spur parks through the Northern Peaks State Trail, both projects of Blue Ridge Conservancy;

WHEREAS, residents and visitors of the Town of Boone need safe access for people of all ages and abilities to recreate, which is beneficial for promoting physical activity, lowering stress, and improving emotional health;

WHEREAS, green corridors along the Middle Fork Greenway and Northern Peaks State Trail filter and buffer run-off to help stabilize the banks of a key tributary of the New River and water supply of the community, and protect the unique biodiversity of the Amphibolite Mountain range;

WHEREAS, greenways, pocket parks, and hiking trail systems provide economic value to communities, as shown by studies of projects in the region such as the Virginia Creeper Trail;

WHEREAS, Blue Ridge Conservancy is partnering with Watauga County and the towns of Blowing Rock and Boone to seek state and federal grants, which require matching funds;

NOW, THEREFORE, BE IT PROCLAIMED that the Councilmembers of the Town of Boone, North Carolina, encourage all High Country businesses to participate in the July 2026 BRC Trails Month project to raise private funds to leverage government funding for the construction of the Middle Fork Greenway and the Northern Peaks State Trail;

THEREFORE, BE IT FURTHER PROCLAIMED that the Town of Boone Council members encourage every visitor and citizen patronizing participating Town of Boone businesses to Round Up their bill to the nearest dollar to go toward the Middle Fork Greenway and Northern Peaks State Trail construction.

ADOPTED by the Town Council of the Town of Boone on this 8th day of July, 2026.

Jordan Sellers thanked Council Members for their support of the project.

ANNOUNCEMENT OF BOARD VACANCIES

Mayor George announced the following board vacancies:

BOARD OF ADJUSTMENT

Three alternate positions

DOWNTOWN BOONE DEVELOPMENT ASSOCIATION

One Council-appointed position

HISTORIC PRESERVATION COMMISSION

Two regular positions, one student position

PLANNING COMMISSION

One regular position

SUSTAINABILITY COMMITTEE

One regular position, two student positions

PUBLIC COMMENT

Hannah Woodburn of Mountain True spoke in favor of the stormwater improvement plan on the agenda for consideration and encouraged Council members to support it.

APPROVAL OF ITEMS ON THE CONSENT AGENDA

Upon a motion by Council Member Tait, seconded by Council Member Pruitt, Council unanimously approved the following items on the consent agenda:

- Resolution – NCDEQ Grant Recipient
- Paving Recommendation (Moretz Paving)
- Rivers House Restroom Recommendations (TM Woodcock Construction, LLC)
- Minutes
 - June 24, 2026 Regular Town Council Meeting

COUNCIL MATTERS

TRC STORMWATER PRESENTATION

Luke Baker with TRC Engineers, Inc., presented information on a proposed stormwater Capital Improvement Plan for Boone. Council members discussed the Town's stormwater infrastructure inventory and asked for clarification on the differences between inlets, pipelines, and maintenance responsibilities. Mr. Baker explained that ownership and maintenance responsibilities are often difficult to determine due to aging infrastructure and limited historical records. Council members also discussed the proposed stormwater utility fee structure, including how fees would apply to single-family residences, multifamily developments, commercial properties, and Appalachian State University, noting that a future rate study would further narrow down the fee methodology.

Mr. Baker and Mr. Santucci provided a brief overview of Municipal Separate Storm Sewer System (MS4) requirements, explaining that although the Town has not yet been designated as an MS4

community, the State has indicated that such a designation is likely in the future. Mr. Baker noted that the Town would have five years to achieve compliance if designated and emphasized that proactively mapping infrastructure, developing plans, expanding public education efforts, and improving existing stormwater management practices would ease the transition. Council members expressed support for a proactive approach rather than waiting for a state mandate and discussed the potential long-term benefits of establishing a stormwater utility to fund needed infrastructure improvements. Council members also expressed interest in exploring strategies to reduce stormwater runoff at the source, such as on-site retention and incentives for private property owners.

Council Member Tait asked how the Town could incentivize landowners to install rainwater collection systems. Mr. Baker noted that some municipalities offer grant programs, even for private homeowners, and while individual systems may seem insignificant, the cumulative impact can be substantial. Council Member Roseman requested that waterway cleanups be conducted along U.S. 321. Mr. Moody responded that the areas in question fall under NCDOT's jurisdiction and that staff would notify the agency, while Mr. Wise also noted potential liability concerns if Town staff were to clear these waterways.

Mr. Baker recommended moving forward with the initiative, stating that it would be easier to fund through the water enterprise fund, and emphasized that completion of the rate study remains the highest priority. Mr. Santucci added that maintaining a current Capital Improvement Plan (CIP) is important for securing grant funding.

Upon a motion by Mayor Pro-Tem Carter, seconded by Council Member Tait, Council voted unanimously to approve the proposed Town of Boone Stormwater Management Plan and the Capital Improvement Plan as presented.

Presentation and Request for Direction Regarding Land Conservation Bond

Ryan Olson with the Trust for Public Land presented information regarding a proposed land conservation bond, referencing favorable polling data previously shared with the Mayor and Council members. He noted that the Town had received permission from the LGC to move forward and explained that while portions of the timeline are legally mandated, Boone still has more than a month to refer the measure to the Board of Elections. Mr. Olson added that waiting until 2028 would require restarting the entire process.

Mayor Pro-Tem Carter expressed support for pursuing the bond and stated there was a clear need and intended use for the funding. Council Member Roseman stated that if the Middle Fork Greenway Connector were the primary project funded, she would support the measure, but otherwise was not prepared to do so. Mayor George questioned whether the proposed bond language accurately reflected what would be presented to the public. Council Member Roseman

stated that the language was currently too broad, while Mayor Pro-Tem Carter cautioned against narrowing the language to a single project, preferring to maintain flexibility.

Mayor George referenced staff concerns regarding the workload during implementation. Mr. Olson responded that the required work would not fall solely on one or two staff members but would be distributed across multiple departments, with the Trust for Public Land providing assistance throughout the process. Ms. Meade stated that she had not been heavily involved in the discussions but had concerns that the decision was being made without input from a new Town Manager. She cautioned against overselling what a \$5 million bond could accomplish, noting that infrastructure costs could quickly consume the available funding. She worried that creating unrealistic public expectations could ultimately lead to voter cynicism. Mr. Olson acknowledged those concerns, agreeing that it is easy to overstate the impact of a \$5 million bond. He noted, however, that similarly sized communities have successfully leveraged comparable bond funding to secure additional state grants, and that the typical six- to nine-month period before projects begin would allow a new Town Manager to participate in implementation.

Council Member Tait agreed that there was a risk of overselling the proposal but stated that several worthy projects, including the Bolick Farm bridge and the Middle Fork Greenway Connector, could benefit from the funding. He noted that other communities have successfully leveraged similar bonds into significantly larger investments and supported placing the measure before voters. Mayor Pro-Tem Carter agreed, stating that the proposal would introduce the concept to the public and could provide a foundation for pursuing a larger bond in the future if successful.

Council Member Roseman reiterated that the Middle Fork Greenway Connector was the most reasonable project and requested that a portion of any bond proceeds be allocated to it. Mr. Olson responded that he did not believe that level of specificity was desirable and recommended allowing future Councils to establish project priorities after the bond's approval. Council Member Pruitt stated that the Town has spent years working through decisions made by previous Councils and expressed concern that dedicating bond proceeds to specific projects could similarly limit future governing bodies and undermine voter confidence. Council Member Tait acknowledged that input from a new Town Manager would be valuable, but believed that moving forward now would provide that individual with the resources to tackle major projects upon arrival. Ms. Meade stated that if Council elected to proceed, she would work with staff to navigate the process.

Mr. Olson concluded by reading the proposed bond language and reviewing the required timeline. He stated that the Town must submit the referendum to the State Board of Elections by the end of July and hoped to finalize the bond amount and language by that date. While extensions can sometimes be granted, he noted they are not guaranteed. He explained that the next step would be to publish a notice that the Town intends to apply to the Local Government Commission, followed by a 10-day notice period before the referendum can be formally referred. Ms. Meade

asked whether the final bond language must be completed before publication, and Mr. Olson confirmed that it must, adding that the language must be sent to the Board of Elections within three days following a vote.

Upon a motion by Mayor Pro-Tem Carter, seconded by Council Member Tait, Council voted unanimously to move forward with the land conservation bond process in collaboration with staff, the Town Attorney, and the Trust for Public Land.

Mayor George declared a break at 10:32 a.m. Council reconvened at 10:46 a.m.

Appointment to Human Relations Commission

Council Member Roseman nominated Brian Juneau to serve on the Human Relations Commission. Hearing no further nominations, Mayor George called for a vote.

VOTE: Aye: All
Nay: None

Appointment to Sustainability Committee

Mayor George announced that current member, Michael Weiss, was unaware that his term was about to expire and was currently traveling. In order to allow him time to apply for reappointment, Mayor George asked that this vote be delayed until the August 8 regular Town Council meeting.

Appointment to Tourism Development Authority

Council Member Roseman nominated Tara Brossa for reappointment to the Tourism Development Authority. TDA Liaison and Mayor Pro-Tem Carter asked whether Ms. Brossa's current working relationship as a contract employee would hinder her service. Ms. Meade confirmed that it would not be an issue. Hearing no further nominations, Mayor George called for a vote.

VOTE: Aye: All
Nay: None

Appointment of Chair and Vice-Chair to Tourism Development Authority

Council Member Roseman nominated TDA Member Crutchfield as Chair and TDA Member Brossa as Vice-Chair. Hearing no further nominations, Mayor George called for a vote.

VOTE: Aye: All
Nay: None

Mayor Report

Mayor George expressed support for having Interim Town Manager/Human Resources Director Dale Presnell move forward with pursuing the Family Forward Certification for the Town.

He also discussed a proposed sweet potato milk manufacturing facility, noting that the company's first production facility is planned for Boone and could potentially employ between 100 and 200 people. Mayor George reported they are working with the Economic Development Commission to arrange a tour of the facility.

Town Manager Report

Town Clerk Nicole Harmon updated Council members on the following topics:

- Rygid AV will present information on the Council Chambers audiovisual upgrades at the August 8 regular meeting
- Sustainability staff have been working with representatives from the Audubon Society to address the Mile-a-Minute weed at Clawson-Burnley Park that has been growing since Hurricane Helene. Staff will also be hosting an event to release 5,000 weevils, which are a small bug that only eats this invasive weed
- The new sign for Council Chambers with the updated logo is scheduled for completion by the end of this week
- Public Works:
 - Horn in the West- Phase II Improvements: Phase II of the Horn in the West has been completed just in time for the beginning of the season. Improvements include a new restroom facility, stormwater improvements, hazardous tree removal, an ADA-accessible concrete path, along with new asphalt from the parking lot to the top of the amphitheater, and many other items to improve safety and accessibility
 - CDBG-I - Deck Hill Water Tank Replacement Project: This project is now complete with the new 500,000-gallon water storage tank in service. This project was made possible through a \$2,000,000 grant from the Community Development Block Grant - Infrastructure (CDBG-I) program, administered by NCDEQ-DWI. Special thanks to McGill Associates and High Country Council of Governments for their many efforts to bring this project to a successful completion
 - Winkler's Creek Reservoir - Walkway Replacement Project: The access walkway at our water reservoir located on Winkler's Creek Road was critically damaged and rendered fully inoperable during Hurricane Helene. Following the engineered design and successful bidding process, the project is slated to begin this month. This project is made possible through various funding sources, including FEMA, NCSRF, and OSBM.

- Winkler's Creek Intake - Dredging Project: The raw water intake area located below the water treatment plant was filled with rocks, sand/silt, and other debris, and rendered effectively inoperable as a result of damage from Hurricane Helene. Staff have engaged with an engineer and developed a plan for restoration, and plan to solicit bids for this project this month. Funding for this recovery project is made possible through FEMA.
- Hurricane Helene Resilience Projects – Water: Staff has engaged design professionals for work associated with projects related to flood mitigation at our South Fork raw water intake, a solar project at the water treatment plant, and partial funding of our aforementioned reservoir walkway project. The funds made available are 100% principal forgiveness for \$3,780,806.00 through NCSRF
- Hurricane Helene Resilience Projects – Wastewater: Staff has engaged design professionals for work associated with projects related to a New River Hills, sanitary sewer lift station, portable generators, and portable sanitary sewer pumps. The funds made available are 100% principal forgiveness for \$2,686,374.00 through NCSRF
- Fairway Drive and Hospital Area Improvement: The need for a new public water main along Fairway Drive was identified as part of our recent Capital Improvements Plan - Phase 2, which was adopted by Town Council at their regular June meeting. \$1,789,650.00 in grant funding was recently made available for this project through S.L. Appropriations Act Directed Projects. Solicitation for project engineering is planned for this month
- Public Works received a letter last month from the secretary of the North Carolina Department of Natural and Cultural Resources designating the State Champion Trail at Rivers Park as a segment of North Carolina's Northern Peaks State Trail

Mayor Pro-Tem Carter noted that all of the items discussed during this update were a direct result of Hurricane Helene nearly two years ago. He expressed gratitude for the grant funding, emphasizing that these are necessary improvements to allow the Town to move forward with repairs from the storm.

Board Liaison Reports

Council Member Pruitt updated Council on the following Downtown Boone Development Association topics:

- Reported that Boonerang will take place beginning on June 18th next year, with Cultural Resources Director Mark Freed expected to provide an update next month
- Noted that planning has begun for the Howard Street ribbon-cutting ceremony
- Reported that graffiti cleanup remains on hold due to water restrictions, but all locations have been mapped for future cleanup

Council Member Roseman updated Council on the following topics:

- Did not attend the most recent Human Relations Commission or Parks and Recreation Advisory Board meetings
- Noted that the Cultural Resources Advisory Board will meet in August
- Reported that the Historic Preservation Commission lost a longtime member in Bettie Bond, whose term expired, calling it a significant loss. She indicated there are now three vacancies and encouraged Council members to help recruit applicants, as the lack of a quorum could delay commission business
- Provided updates on Southern Appalachian Historical Association operations, including opening night and the opening of the new restrooms

Mayor Pro-Tem Carter updated Council on the following topics:

- Reported on Disability Pride events sponsored by the Human Relations Commission. He noted that a list of upcoming event dates will be provided for posting on the Town website
- Announced the participation of AppalCart's double-decker bus in the July 4th parade
- Reported that approximately \$900 will be spent on the Disability Pride event from the \$5,000 budget
- Expressed appreciation to Town staff, Watauga County, and everyone who assisted with the Pride parade

Council Member Tait updated Council on the following topics:

- Reported that the Economic Development Commission discussed a new sweet potato milk business in the area, with consensus that the Town should support the project, however possible. He noted that a representative will provide an overview at the next meeting. He added that the business has received grant funding to help bring the product into a marketable format

CLOSED SESSION

Upon a motion by Council Member Roseman, seconded by Council Member Tait, Council voted unanimously to enter into closed session at 11:13 a.m. pursuant to the following:

1. N.C. Gen. Stat. § 143-318.11(a)(1), to review, approve, and seal closed session minutes from Council's prior closed session(s).
2. N.C. Gen. Stat. § 143-318.11(a)(3), to consult with the Town Attorney in order to preserve the attorney-client privilege between the attorney and the Town Council, and obtain legal advice, consider, and/or give instructions to the attorney concerning one or more potential legal claims.
3. N.C. Gen. Stat. § 143-318.11(a)(6), to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

ADJOURNMENT

Without objection, members exited the closed session, and Mayor George adjourned the meeting at 12:40 p.m.

Nicole Harmon, Town Clerk

Dalton George, Mayor



MINUTES – SPECIAL MEETING
BOONE TOWN COUNCIL
AUGUST 3, 2026

CALL TO ORDER

A special meeting of the Boone Town Council was called to order at 12:03 p.m. on Monday, August 3, 2026, in the Council Chambers located at 1500 Blowing Rock Road in Boone. Mayor Dalton George presided. Council members present included Mayor Pro-Tem Todd Carter, Virginia Roseman, Anne Pruitt (entered the meeting at 12:05 p.m.), and Anitra Ball. Council Member Tait joined the meeting remotely for closed session at 12:05 p.m. Staff present included Town Clerk Nicole Harmon, Finance Director Guy Miller, and Town Attorney Allison Meade.

COUNCIL MATTERS

Consideration of Resolution to Approve Disaster Recovery Services with NCLM

Upon a motion by Mayor Pro-Tem Carter, seconded by Council Member Roseman, Council voted to approve the Resolution and Memorandum of Agreement for Disaster Recovery Services with the North Carolina League of Municipalities as presented.

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

CLOSED SESSION

Upon a motion by Council Member Roseman, seconded by Mayor Pro-Tem Carter, Council voted to enter into closed session at 12:05 p.m. pursuant to N.C. Gen. Stat. § 143-318.11(a)(1), (a)(5), and/or (a)(6) to prevent the disclosure of information that is privileged or confidential pursuant to N.C. Gen. Stat. §160A-168; to establish or instruct town staff or negotiating agents concerning the position to be taken by or on behalf of the town in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or the amount of compensation and other material terms of an employment contract or proposed employment contract; and/or to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of

an individual public officer or employee or prospective public officer or employee.

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

Council Member Pruitt entered the meeting at 12:05 p.m. Council Member Tait joined the meeting remotely at 12:05 p.m.

ADJOURNMENT

With nothing further, Mayor George ended closed session and adjourned the meeting at 12:53 p.m.

Nicole Harmon, Clerk

Dalton George, Mayor



Town of Boone Agenda Item Action Request Form

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

Submitted By: Mark Freed, Director of Cultural Resources

Department: Cultural Resources

Contact Phone: 828.268.6280

Email: mark.freed@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Action

Item Title: Approval of Ordinance

Summary of Information: Attached for Council's consideration and approval is the Boone BOO! Ordinance to close King Street on Saturday, October 31, 2026, from 4-7 p.m. This is required by the NCDOT.



TOWN OF BOONE

Ordinance _____

AN ORDINANCE DECLARING A ROAD CLOSURE FOR AN ANNUAL CELEBRATION

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

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

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

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

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

Date(s): Saturday, October 31, 2026

Times: 4:00 p.m. – 7:00 p.m.

Route Description: King Street (U.S. Route 421) between Hardin Street and Poplar Grove Connector, and SR 1102 (Water St./North Water St.)

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

Adopted this _____ day of _____, 2026

The Honorable Dalton George, Mayor

Attest:

_____, Town Clerk



Town of Boone Agenda Item Action Request Form

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

Submitted By:

Department: Planning & Inspections

Contact Phone:

Email:

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested:

Item Title: Walk-Audit Date Discussion

Summary of Information: Planning and Inspections Staff will need to have dates for the Town Walk Audits picked to give to organizers. Town Council should expect to be busy for 2-4 hours in the morning of the date chosen.
Dates for consideration are: September 15th, 16th, and 17th.



Town of Boone Agenda Item Action Request Form

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

Submitted By: Nicole Harmon, Town Clerk

Department: Administration

Contact Phone: 828.268.6200

Email: nicole.harmon@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Action

Item Title: Update Regarding New Interim Town Manager

Summary of Information:

Watauga County North Carolina

AGREEMENT FOR EMPLOYMENT AS INTERIM TOWN MANAGER

THIS AGREEMENT for Employment as Interim Town Manager (hereinafter “Agreement”) is made and entered into effective as of this the **12th** day of **August, 2026** by and between the Town of Boone, North Carolina (hereinafter “Town”), by and through the Town council of the Town of Boone (hereinafter “Council”) and **William H. Perkins, Jr.**, (hereinafter “Manager”), to establish and set forth the term and conditions of the employment of the Manager as the Interim Town Manager.

WITNESSETH:

WHEREAS, The Town of Boone governs its affairs using a council-manager form of government as set forth in the town charter and Chapter 31 of the Town Code of Boone, and as supplemented by the authority provided in N.C. Gen. Stat. §160A-147 et seq.; and

WHEREAS, the Town desires to employ the services of the Manager as the **Interim Town Manager**, pursuant to the terms, conditions, and provisions of this Agreement; and

WHEREAS, the Manager has agreed to accept employment as the Interim Town Manager, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement; and

NOW, THEREFORE, in consideration of the Manager accepting employment with the Town, and other good and valuable consideration, including the mutual covenants herein contained, the receipt and legal sufficiency of which are hereby acknowledged, the Town and the Manager hereby contract, covenant, and agree as follows:

Section 1. Duties.

The Council hereby employs the Manager as Interim Town Manager to perform the duties and functions as specified in the Town Charter, the Laws of the State of North Carolina, this Agreement, and as the Council shall, from time to time, assign to the Manager consistent with the intent of this Agreement.

The Manager shall report for work and the duties as well as employment of the Town Manager on **August 17, 2026** (the “Commencement Date”).

Section 2. Term.

Subject to earlier termination as provided for in Section 8, Subsection D hereof, the term of this Agreement shall continue, and Manager shall serve as Interim Town Manager, until a permanent Town Manager commences work. In the event a permanent Town Manager has not been hired

and commenced work by February 11, 2027, a period of six (6) months from today's date; this contract shall terminate unless it is extended by mutual agreement of both parties to this contract.

Section 3. Salary.

The Town agrees to pay the Manager at the rate of \$83.00 per hour, payable on the same schedule as the other employees of the Town are paid.

Section 4. Automobile, Lodging, and Meal Expenses

The Town will reimburse the Manager for miles traveled in his own vehicle as well as to and from his home in Lewisville, North Carolina, one time per week at the IRS allowable rate, currently \$0.76 cents per mile. Additional reimbursement for travel to and from Lewisville, North Carolina above and beyond one time per week shall require approval from the Mayor in advance. A town vehicle will be available for use while the Manager is working on site in Boone.

The Manager will be reimbursed for any necessary and reasonable lodging, expenses, and incidentals that are related to his employment hereunder.

The Town shall compensate the Manager for a per diem for meals as per usual town policy for days on site for work (currently \$16/breakfast; \$19/lunch; \$28/dinner).

To the extent required by town policy, the Manager shall document all expenses and submit the same to the Town for reimbursement monthly or in a manner consistent with Town policy.

Section 5. Benefits.

It is mutually agreed that the Manager is not entitled to any Town employee benefits except those specified herein.

Section 6. Indemnification.

To the fullest extent permitted by law and except as specifically limited by Town Ordinances, the Town shall defend, save harmless and indemnify the Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including Public Officials coverage on a "wrongful act" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppels for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the Town or the Manager as to any third party; and provided further that the Town shall not indemnify or hold harmless the Manager from and with respect to any claim or liability for which the conduct of the Manager is found by the courts to have been outside the course and scope of employment or his official

capacity as Interim Town Manager, grossly negligent or intentionally wrongful. The Town may compromise and settle any such claim or suit, and will pay the amount of any settlement reached or judgment rendered on such claim or suit, for which the Town has a duty to defend, save harmless and indemnify the Manager hereunder as hereinbefore more specifically provided. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

Section 7. Hours of Work.

The Manager will work a maximum of thirty-two (32) hours per week. If longer hours are deemed necessary by Manager or the Town, beyond the thirty-two (32) hour maximum, then the total cumulative hours may be increased at the approval of the Mayor. The Manager will not exceed 1,000 hours of work per calendar year.

The Manager will work on a schedule generally agreed upon by both the Town and the Manager, varying as necessary for conflicts, appointments, and other obligations. Such a schedule may be by use of office and/or remote work time.

The Manager agrees to be available by telephone for consultation and advice on days that he is not physically working in the Town. The Manager also agrees to respond to the Town for emergency situations.

Section 8. General Provisions

- A. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina. Venue shall lie exclusively in Watauga County, North Carolina.
- B. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the Town and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- C. Amendment. This Agreement shall not be modified or amended except by a vote of the Council and, upon approval of the Council, a written instrument executed by the Manager and the duly authorized representative of the Council.
- D. Resignation/Termination. Notwithstanding anything herein to the contrary, the Manager serves at the pleasure of the Council and this Agreement may be terminated and canceled by the Council, with or without cause, at any time and without recourse from the Manager. This Agreement shall be terminated upon receipt of a written notice from either the Council or the Manager requesting termination of the Agreement.

IN WITNESS WHEREOF, the Town and the Manager have executed this Agreement effective as of the date first written above.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statutes §159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

THE TOWN OF BOONE

Chief Financial Officer

TOWN OF BOONE, NORTH CAROLINA

Mayor

ATTEST:

Town Clerk

(Town Seal)

AGREED AND ACCEPTED this the _____ day of _____, 2026.

(Name)
Interim Town Manager



Town of Boone Agenda Item Action Request Form

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

Submitted By: Todd Moody, Director of Public Works

Department: Public Works

Contact Phone: 828-268-6230

Email: todd.moody@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Action

Item Title: Approval of Agreement - North Carolina Department of Transportation

Summary of Information: Municipal Maintenance Agreement Between North Carolina Department of Transportation and Town of Boone.

TRANSPORTATION IMPROVEMENT PROJECT –
MAINTENANCE ONLY
MUNICIPAL AGREEMENT
AGREEMENT ID # 13631

AGREEMENT OVERVIEW

NORTH CAROLINA
WATAUGA COUNTY

DATE: JULY 20, 2026

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WBS ELEMENTS: 44383.3.1

AND

TOWN OF BOONE

The purpose of this Agreement is to identify the maintenance responsibilities of each party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): The Project consists of modernizing a portion of Bamboo Road from US/421/US 221 (SR 1514) and Wilson Ridge Road (SR 1523) from Bamboo Road to Deerfield Rd (SR 1522).

WORK REQUIRING MAINTENANCE: The Agreement is for the Town of Boone to maintain the sidewalks along the Project outside of town limits.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: No End Date – Agreement in Place in Perpetuity.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Boone, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, the **Department** has plans to make certain street and highway constructions and improvements within the **Municipality** under Project 44383.3.1, in Watauga County; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the municipal and/or Project limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly, including but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 136-66.3, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the **Parties** to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the **Parties** hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

II. SCOPE OF THE PROJECT

The Project consists of modernizing a portion of Bamboo Road from US/421/US 221 (SR 1514) and Wilson Ridge Road (SR 1523) from Bamboo Road to Deerfield Rd (SR 1522).

III. PLANNING, RIGHT OF WAY AND UTILITIES

- i. The **Department** shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
- ii. The **Department** shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
- iii. The **Department** does not anticipate the need to relocate and adjust any municipally-owned utilities at this time. If it becomes necessary to adjust and relocate the municipally-owned utilities, the **Department** will enter into a separate agreement with the Utility owner.

IV. CONSTRUCTION

The **Department** shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the **Department**. The **Department** shall administer the construction contract for said Project.

V. MAINTENANCE

Upon completion of the Project:

- i. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the “Policy on Street and Driveway Access to North Carolina Highways”, and departmental criteria.
- ii. The roadway improvement(s) shall be a part of the State Highway System and owned and maintained by the **Department**.
- iii. The **Municipality**, at its own expense, shall be responsible for all liability and maintenance of the sidewalks constructed as part of the Project.

VI. ADDITIONAL PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large. This Agreement is not intended for the benefit of any third party and shall not be deemed to create any third-party beneficiary rights of any kind in any person not a party to this Agreement.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is

**TRANSPORTATION IMPROVEMENT PROJECT –
MAINTENANCE ONLY
MUNICIPAL AGREEMENT
AGREEMENT ID # 13631**

not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or **Department** and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.
- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

**TRANSPORTATION IMPROVEMENT PROJECT –
MAINTENANCE ONLY
MUNICIPAL AGREEMENT
AGREEMENT ID # 13631**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

TOWN OF BOONE

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address: _____

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

TRANSPORTATION IMPROVEMENT PROJECT –
MAINTENANCE ONLY
MUNICIPAL AGREEMENT
AGREEMENT ID # 13631

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES)

TOWN OF BOONE

Attest: _____ Authorized Signer: _____
By: _____ Print Name: _____
Title: _____ Title: _____
Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____ Finance Signer: _____
Remittance Address: _____ Print Name: _____
_____ Title: _____
_____ Date Signed: _____

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

By: _____
Print Name: _____
Title: _____
Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)



Town of Boone Agenda Item Action Request Form

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

Submitted By: Nicole Harmon, Town Clerk

Department: Administration

Contact Phone: 828.268.6200

Email: nicole.harmon@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Action

Item Title: Appointment to Sustainability Committee

Summary of Information: There are currently three vacancies on the Sustainability Committee (one regular seat, two student seats). After advertising in my usual venues, I have received four applications (attached) for consideration from P. Herbert (regular seat), W. Copeck (reappointment, student seat), A. Fagiolo (student seat), and C. Hodkinson (student seat). Also attached is the board roster.

Please note: there are no residency requirements for this board.

Print

Town of Boone Board Application - Submission #7669

Date Submitted: 6/26/2026

Name*	Email:*
Pete Herbert	peteherbert1980@gmail.com

Address*

214 Woodland Dr

City*	State*	Zip Code*
Boone	NC	28607

Is this Address Your Preferred Address?*

Yes

Address

City	State	Zip Code

Phone Number*

8287737791

Jurisdiction of Residence*

☒ Town of Boone (Inside Town Limits)

☐ Watauga County

☐ Other

Please Specify:*

How Long Have You Been a Resident in Your Jurisdiction?*

26 years

Do Yow Own Real Property (Land) in the Town of Boone?*

Yes

Name of Board, Commission, Task Force, Advisory Board, or Committee Appointment Sought*

Sustainability Committee

Only choose one (1)

Why Do You Wish to Obtain this Appointment?*

I would like the opportunity to serve my community, and I believe I am well-suited for this appointment. I have lived in Boone for over two decades. I have an Associate's Degree from CCCTI, a Bachelor's Degree from App State, and I am the Director of Operations at F.A.R.M. Cafe. Honestly, I believe I have a lot to learn from the members of this committee and look forward to the opportunity.

Are Your Familiar with the Town of Boone's Comprehensive Plan - Boone Next?*

Yes

[Boone Next \(Adopted June 25, 2025\)\(PDF\)](#)

Rate Your Support for Boone Next (1 Being Not Supportive at All and 10 Being Extremely Supportive)*

- | | |
|----------------------------|---------------------------------------|
| ☐ 1 | ☐ 6 |
| ☐ 2 | ☐ 7 |
| ☐ 3 | ☒ 8 |
| ☐ 4 | ☐ 9 |
| ☐ 5 | ☐ 10 |

Please Explain Your Level of Support for Boone Next:*

I support the plan based on the information that I have read. I would need to sit down with it to become better acquainted before I give it a 9 or 10.

What Skills, Education, Training, Experience or Area(s) of Expertise Would You Bring to the Appointment?*

My work at FARM Cafe focuses on sustainability. I specialize in diverting food from the local landfill and using it to feed people in need or sending it to compost. I strive to keep waste down and to promote compostable, reusable, or recyclable materials whenever possible.

Have You Had Issues With the Town of Boone Which Relate to the Work of the Body to Which You Seek Appointment?*

No

Do You Know of Any Known or Potential Conflicts of Interest (Including Membership in Any Organization, Your Employment and the Memberships and Employment of Family Members) that Might Arise if You're Appointed?*

No

Explain:

Explain:

Have You Previously Served on any Town Board, Commission, or Committee?*

No

Explain:

Please Include the Name of Board, Commission, Task Force, Advisory Board, or Committee Appointment, the Approximate Date(s) Served and a Brief Description of the Quality of Your Service

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.*

Pete Herbert

Signature

Date*

6/26/2026

Print

Town of Boone Student Board Application - Submission #7792

Date Submitted: 7/30/2026

Name*

William Copeck

Email:*

willcopeck@gmail.com

Address*

248 Knowles Haven Ln

City*

Boone

State*

North Carolina

Zip Code*

28607

Is this Address Your Preferred Address?*

Yes

Address

City

State

Zip Code

Phone Number*

9734524492

Jurisdiction of Residence*

- ☐ Town of Boone (Inside Town Limits)
- ☐ Watauga County
- ☒ Other

Please Specify:*

Concord NC

When Is Your Expected Graduation Date?*

2028

Are you Familiar with Boone Next - the Town of Boone's Comprehensive Plan?*

Yes

Rate Your Support for Boone Next (1 Being Not Supportive at All and 10 Being Extremely Supportive)*

- | | |
|----------------------------|--|
| ☐ 1 | ☐ 6 |
| ☐ 2 | ☐ 7 |
| ☐ 3 | ☐ 8 |
| ☐ 4 | ☐ 9 |
| ☐ 5 | ☒ 10 |

Please Explain Your Level of Support for Boone Next*

I have immense respect for the comprehensive plan. It offers sound, locally focused solutions to regional and national problems; in addition, it addresses challenges uniquely suited to Boone with ambition and care. I believe Boone Next makes tremendous strides to improve quality of life for residents while also making Boone a more welcoming mountain town for visitors. This is shown by the progressive economic agenda, corrective land-use adjustments, people-centric infrastructure, proactive sustainability measures, and community-enhancing government services. The goals and procedures included in the plan are precisely the solutions I have come to believe most impactful after traveling the US and seeing a similar pattern of degradation in countless American cities and towns. It's tragic, these policy decisions of the past have resulted in mass homelessness, racial injustice, environmental collapse and many other societal epidemics. Boone Next looks at all of that and chooses to break the wheel and reimagine local governance. I admire the plan, I could talk for days about each niche subject from housing to transport to ecological and economic sustainability. Boone Next puts the town at the forefront of modern growth, addressing long-ignored problems. Thanks to the efforts that made the plan possible, Boone will certainly become more accessible, affordable, and adaptable.

Name of Board, Commission, Task Force, Advisory Board, or Committee Appointment Sought*

Sustainability Committee

Please Note: Time of Meeting CANNOT be changed. Please take this into account with your school schedule.**Why Do You Wish to Obtain this Appointment?***

I would like to continue my service from my last term. I learned a lot from my initial appointment and see more opportunities for me to effectively serve the town as I become a more integrated resident and progress in my conservation career. Serving my last term taught me the pace and environment of public service; if given another term, I would like to implement what I learned. I hope to continue celebrating the strides made toward achieving the 2030 and 2050 goals and contribute meaningfully to future endeavors. Being appointed was a eye opening experiance. I admire the dedication of those I served with, and I wish to show that same dedication.

What Skills, Education, Training, Experience or Area(s) of Expertise Would You Bring to the Appointment?*

I have many years of experience in practical conservation efforts, primarily in trail construction and maintenance, but extending to invasive species removal, forest management, fire suppression, and habitat restoration, among others. I have worked with sustainable agriculture and local farmers' markets. My major at App is Sustainable Development, where I focus on socioeconomic and political issues that influence our environment (ecological and societal), and possible solutions like alternative economics, ecological regulations, accessible infrastructure, and radical democracy/cooperatives. I also have experience in leadership and organizing volunteers, in the past for trails and now for my new club, "Appalachian State Conservation Corps," where I hope to offer student volunteer opportunities to improve Boone's habitats.

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.*

William Copeck

Signature

Date*

7/30/2026

Print**Town of Boone Student Board Application - Submission #7783****Date Submitted: 7/28/2026****Name***

Anthony Fagiolo

Email:*

fagioloaf@appstate.edu

Address*

275 Delmar Street

City*

Boone

State*

NC

Zip Code*

28607

Is this Address Your Preferred Address?*

Yes

**Address****City****State****Zip Code****Phone Number***

3012336852

Jurisdiction of Residence*

- ☒ Town of Boone (Inside Town Limits)
☐ Watauga County
☐ Other

Please Specify:*

When Is Your Expected Graduation Date?*

December, 2027

Are you Familiar with Boone Next - the Town of Boone's Comprehensive Plan?*

Yes



Rate Your Support for Boone Next (1 Being Not Supportive at All and 10 Being Extremely Supportive)*

- | | |
|----------------------------|---------------------------------------|
| ☐ 1 | ☐ 6 |
| ☐ 2 | ☐ 7 |
| ☐ 3 | ☐ 8 |
| ☐ 4 | ☒ 9 |
| ☐ 5 | ☐ 10 |

Please Explain Your Level of Support for Boone Next*

Corridor development is the ideal way to develop the town. However, with potential budget cuts from the state and the Big Beautiful Bill, realizing these goals will be harder than ever. More practical frameworks on raising funds is needed. This could be through expanding benefit zones, utilizing green bonds like Asheville, or numerous other strategies. Detailing strategies like this is the missing piece in Boone Next.

Name of Board, Commission, Task Force, Advisory Board, or Committee Appointment Sought*

Sustainability Committee



Please Note: Time of Meeting CANNOT be changed. Please take this into account with your school schedule.

Why Do You Wish to Obtain this Appointment?*

Learning more about implementing sustainability measures at a local level is not only a passion of mine, but a dream. Empowering students who understand the challenges and importance of local sustainability is important, and creating a pipeline for public servants to succeed is necessary. I also believe I would be well suited for this position. My own personal interests, ambitions, and experience will produce quality results in the various responsibilities of committee members.

What Skills, Education, Training, Experience or Area(s) of Expertise Would You Bring to the Appointment?*

I am currently an undergraduate majoring in Political Science and minoring in Sustainable Development. I mainly have taken courses focused on enhancing my understanding of both public administration and policy regarding sustainability. Furthermore, I have experience working in small scale agriculture on two separate instances. Lastly, I pride myself on engaging in civil society. As a teenager, I volunteered to remove vines in my teenager. Now, I volunteer for community organizers for the purpose of engaging the App State student body and political education. All of this formal education and education through work experiences would give me practical expertise for the appointment.

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.*

Anthony Fagiolo

Signature

Date*

7/28/2026

July 30th, 2026
Claire McCoy
755 NC-105
Boone, NC 28607

To whom it may concern,

I am pleased to recommend Anthony Fagiolo for the position of Student Board Member on the Town of Boone Sustainability Council. I have worked with Anthony as his Regional Organizer for the past eight months at Down Home North Carolina. His dedication to work for a better future for all is notable. I have no doubt that Anthony will be a valued asset to this board, if given the opportunity.

Anthony does not shy away from responsibility, this has been a large contributor to his success and growth as a leader in the Down Home Watauga Chapter. He has meaningfully contributed to many outreach projects, both through collaboration and execution. Anthony looks for any opportunity to be of service and thoughtfully approaches the work he does. His knowledge of local and state politics is vast and continually growing. Anthony also demonstrates a great strength for communication. This appears in his ability to communicate complicated policy in an approachable way, but also in regards to his capacity. The quality of his work is invaluable and he is a pleasure to be around.

Based on my experience, I can confidently recommend Anthony Fagiolo for this position. Anthony is hardworking, pragmatic, easy-going, and dedicated to making sure we all live in an equitable world. Please feel free to contact me with any further questions.

In solidarity,
Claire McCoy
Watauga Regional Organizer for Down Home North Carolina
Claire@downhomenc.org

Print**Town of Boone Student Board Application - Submission #7762****Date Submitted: 7/22/2026****Name***

Chase Hodkinson

Email:*

chaseorange15@gmail.com

Address*

119 summer day drive

City*

Blowing Rock

State*

NC

Zip Code*

28605

Is this Address Your Preferred Address?*

Yes

**Address****City****State****Zip Code****Phone Number***

7045026248

Jurisdiction of Residence*☒ Town of Boone (Inside Town Limits)☒ Watauga County☐ Other

Please Specify:*

When Is Your Expected Graduation Date?*

2028

Are you Familiar with Boone Next - the Town of Boone's Comprehensive Plan?*

Yes



Rate Your Support for Boone Next (1 Being Not Supportive at All and 10 Being Extremely Supportive)*

- | | |
|----------------------------|---------------------------------------|
| ☐ 1 | ☐ 6 |
| ☐ 2 | ☐ 7 |
| ☐ 3 | ☒ 8 |
| ☐ 4 | ☐ 9 |
| ☐ 5 | ☐ 10 |

Please Explain Your Level of Support for Boone Next*

I am having issues with the form an it won't let me submit it so if this attempt goes through I have written my answer's on a Google doc below!

<https://docs.google.com/document/d/1-TCF9z7HuuWWpXbAPNkEdgSQL6ouaLMVhJyJmrWlOw/edit?usp=drivesdk>

Name of Board, Commission, Task Force, Advisory Board, or Committee Appointment Sought*

Sustainability Committee



Please Note: Time of Meeting CANNOT be changed. Please take this into account with your school schedule.

Why Do You Wish to Obtain this Appointment?*

I am having issues with the form and it won't let me submit it so if this attempt goes through I have written my answer's on a Google doc below!

<https://docs.google.com/document/d/1-TCF9z7HuuWWpXbAPNkEdgSQL6ouaLMVhJyJmrWlOw/edit?usp=drivesdk>

What Skills, Education, Training, Experience or Area(s) of Expertise Would You Bring to the Appointment?*

I am having issues with the form and it won't let me submit it so if this attempt goes through I have written my answer's on a Google doc below!

<https://docs.google.com/document/d/1-TCF9z7HuuWWpXbAPNkEdgSQL6ouaLMVhJyJmrWlOw/edit?usp=drivesdk>

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.*

Chase Hodkinson

Signature

Date*

7/22/2026

MY BOARD APPLICATION

Please Explain Your Level of Support for Boone Next*

I rated Boone an 8 out of 10 because I believe Boone is a wonderful community with many strengths, but there is always room for improvement. No town is ever truly finished growing, and I believe it is important to continue looking for ways to enhance our infrastructure, support local businesses, protect our natural resources, and improve the quality of life for residents. A rating of 8 reflects both my appreciation for what Boone has accomplished and my belief that thoughtful planning and continuous improvement will help make our community even better in the future.

Why Do You Wish to Obtain this Appointment?*

I wish to obtain this appointment because I care deeply about the Town of Boone and want to contribute to its continued growth and success. I believe that serving on the board is an opportunity to give back to my community by listening to residents, considering different perspectives, and helping make thoughtful decisions that benefit both current and future generations. I understand that this position requires time, preparation, and a commitment to attending meetings each month, and I am prepared to fulfill those responsibilities. I would be honored to serve and work collaboratively with fellow board members to help ensure Boone remains a vibrant, welcoming, and well-planned community.

What Skills, Education, Training, Experience or Area(s) of Expertise Would You Bring to the Appointment?*

As a student and member of the Boone community, I bring a fresh perspective, a strong work ethic, and a genuine interest in helping make my town the best it can be. I am responsible, dependable, and willing to listen to different viewpoints before making decisions. Through school, extracurricular activities, and everyday experiences, I have learned the importance of teamwork, communication, and being accountable.

I enjoy learning about my community and believe it is important for young people to have a voice in decisions that will shape Boone's future. I am eager to learn from the other board members, ask thoughtful questions, and contribute in a positive and respectful way. I am committed to being prepared, attending meetings, and representing the interests of both my generation and the community as a whole.

Sustainability Committee Roster
Seven (7) Citizen Members, Three (3) Student Members, and Two (2) Council Liaisons
(Quorum = 5)

1 Member	Crutchfield, Brian 930 Hunting Hills Lane Cell: 828-264-7960 crutchfieldbrian@gmail.com 1 st Term Appointed: 08/19/2021, 6/13/2024 Expires: 06/30/2024, 6/30/2027	8 Student Member	Smith, Caroline 289 Ambling Way Carolinegracesmith05@gmail.com Appointed: 09/10/2025 Expires: 06/30/2026
2 Member	Kapp, Mike 484 Kalmia Lane Boone, NC 28607 Mike.kapp.architect@gmail.com 1 st Term Appointed: 07/09/2025 Expires: 06/30/2028	9 Student Member	Wadman, RyLee 147 Ivy Drive Apt. 1B wadmanrk@appstate.edu Appointed: 09/10/2025; 06/10/2026 Expires: 06/30/2026;06/30/2027
3 Member	Morgan, Scott tbombadill@sbcglobal.net 219 Apache Lane Appointed: 08/13/2025 Expires: 06/30/2028	10 Student Member	Copeck, William Living Learning Center 301 Bodenheimer Dr. Boone, NC 28608 Appointed: 12/10/25 Expires: 06/30/26
4 Member	Robinson, Ryan PO Box 129 ryan@mastgeneralstore.com 1 st Term Appointed: 8.9.23;06/10/2026 Expires: 6.30.26;06/30/2029		
5 Member	Weiss, Michael 1340 Rocky Mountain Road Mzw421@gmail.com 1 st Term Appointed: 11.8.23 Expires: 6.30.26	Council Liaison	Pruitt, Anne
6 Member	Crider, Emma 325 Hodges Valley Road emmamcrider@aol.com Appointed: 09.10.25 Expires: 06.30.28	Council Liaison	George, Dalton
7 Member	Nenow, Becca 232 Wildwood Lane nenowhead@gmail.com 1 st Term Appointed: 1/10/24 Expires: 6.30.27	Staff	George Santucci Sustainability and Special Projects Manager Phone: 828-268-6207 george.santucci@townofboone.net

1. Three (3) year staggered Terms.
2. Try to maintain a majority of four-town residents, and they must reside in the Town's Planning Jurisdiction.



Town of Boone Agenda Item Action Request Form

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

Submitted By: Nicole Harmon, Town Clerk

Department: Administration

Contact Phone: 828.268.6200

Email: nicole.harmon@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Action

Item Title: Appointment to Downtown Boone Development Association

Summary of Information: There is currently one vacancy on the Downtown Boone Development Association. After advertising in my usual venues, I have received one application for reappointment from Julia Moretz (attached). Also attached is the board roster.

Print

Town of Boone Board Application - Submission #7712

Date Submitted: 7/7/2026

Name*

Julia Moretz

Email:*

juliamoretz@icloud.com

Address*

125 Staghorn Hollow Rd

City*

Beech Mountain

State*

NC

Zip Code*

28604

Is this Address Your Preferred Address?*

Yes

Address

City

State

Zip Code

Phone Number*

8282603304

Jurisdiction of Residence*

- ☐ Town of Boone (Inside Town Limits)
- ☒ Watauga County
- ☐ Other

Please Specify:*

How Long Have You Been a Resident in Your Jurisdiction?*

10

Do Yow Own Real Property (Land) in the Town of Boone?*

No

Name of Board, Commission, Task Force, Advisory Board, or Committee Appointment Sought*

DBDA Board

Only choose one (1)

Why Do You Wish to Obtain this Appointment?*

I love downtown and work for a business downtown and love to see it grow. I enjoy helping plan and give insight on various things related to downtown and enjoy serving as treasurer.

Are Your Familiar with the Town of Boone's Comprehensive Plan - Boone Next?*

Yes

[Boone Next \(Adopted June 25, 2025\)\(PDF\)](#).

Rate Your Support for Boone Next (1 Being Not Supportive at All and 10 Being Extremely Supportive)*

☐ 1	☐ 6
☐ 2	☐ 7
☐ 3	☒ 8
☐ 4	☐ 9
☐ 5	☐ 10

Please Explain Your Level of Support for Boone Next:*

I love that Boone is looking into the future with a plan to keep up with the growth of the town as well as the overall look of the town.

What Skills, Education, Training, Experience or Area(s) of Expertise Would You Bring to the Appointment?*

I have tech and media skills as well as operational and financial skills form operating my own business.

Have You Had Issues With the Town of Boone Which Relate to the Work of the Body to Which You Seek Appointment?*

No

Do You Know of Any Known or Potential Conflicts of Interest (Including Membership in Any Organization, Your Employment and the Memberships and Employment of Family Members) that Might Arise if You're Appointed?*

No

Explain:

Explain:

Have You Previously Served on any Town Board, Commission, or Committee?*

Yes

Explain:

DBDA Board

Please Include the Name of Board, Commission, Task Force, Advisory Board, or Committee Appointment, the Approximate Date(s) Served and a Brief Description of the Quality of Your Service

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.*

Julia Moretz

Signature

Date*

7/7/2026

Downtown Boone Development Association

1 Town Council Appointed	Julia Moretz- Treasurer juliamoretz@icloud.com 125 Staghorn Hollow Road Beech Mountain, NC 28604 Appointed: 08-13-25 Expires: 07-31-26	6 DBDA Appointed	Annie Jones PO Box 613 Linville, NC jonesar@appstate.edu Appointed: 06-30-26 (replace M. Pineda) Expires: 07-31-2028
2 Town Council Appointed	Megan Kevorkian 226 Mountain Club Drive, F1 Vilas, NC 28692 410-218-7013 megank@southendbrewing.com Appointed: 12-14-22; 08-13-25 Expires: 7-31-25; 07-31-28	7 DBDA Appointed	Suzanne Livesay – Vice President 539 Timber Ridge Road Sugar Grove, NC 28679 865-3000 slivesay@apptheatre.org Appointed: 10-18-2022, 7-24-2025 Expires: 07-31-2025, 7-31-2028
3 Town Council Appointed	Joe Lynch 2240 Payne Branch Road Blowing Rock, NC 28605 joe@thespeckledtrout.com Appointed: 08-13-25 Expires: 07-31-28	8 DBDA Appointed	Renee Boughman- Secretary 380 Lazy Lake Road Boone, NC 28607 391-9148 Irrigated18@gmail.com Appointed: 10-18-2022, 07-22-25 Expires: 7-31-2025, 7-31-28
4 Town Council Appointed	Kendra Sink – President 547 Farthing Street Boone, NC 28607 kendra@mastgeneralstore.com 773-6332 Appointed: 10/2022; 8/13/25 Expires: 7/31/2025; 7/31/28	9 DBDA Appointed	Fulton Lovin PO Box 462 Boone, NC 28607 fultonlovin@gmail.com Appointed: 06-2026 Expires: 07-2029
5 Town Council Appointed	Stephanie Boozer PO Box 2342 Blowing Rock, NC 28605 Stephanie@comebackshack.com 773-6885 Reappointed: 12/2024 Expires: 07/2027	10 DBDA Appointed	Mike Forrester 260 Howard Street Boone, NC 28607 therealmikeforrester@gmail.com Appointed: 06-2026 Expires: 07-2029
6 Town Council Appointed	Jordan Humler 156 Chase Hill Drive Boone, NC 28607 jordan@boonefirstbaptist.org Appointed: 08-13-25 Expires: 07-31-28	11 DBDA Appointed	Ethan Rector 5027 Robinson Way Boone, NC 28607 luminaspas@gmail.com Reappointed: 5-27-2025 Expires: 7-2027



Town of Boone Agenda Item Action Request Form

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

Submitted By: Nicole Harmon, Town Clerk

Department: Administration

Contact Phone: 828.268.6200

Email: nicole.harmon@boonenc.gov

Date of Council Meeting to consider this item: 8/12/2026

Council Action Requested: For Action

Item Title: Appointment to Historic Preservation Commission

Summary of Information: There are currently two regular seats and one student seat vacant on the Historic Preservation Commission. After advertising in my usual venues, I have received one application for consideration from P. Howerton (attached, student). Staff has confirmed that the applicant is registered to vote in Watauga County.

Historic Preservation Commission Roster as of July 1, 2026

Five (5) members

1 Member	Melody Oxendine *Resigning eff. 8-15-26* 1st Term 1340 W. King St., Apt. 202 Cell: 828-429-5945 Email: melodygraceoxendine@gmail.com Appointed: 07-09-25 Expires: 06-30-27	Council Member Liaison	Virginia Roseman 125 Cherrybrook Ln. Cell: 828-964-8854 virginia.roseman@townofboone.net
2 Member	Romy (Bennie) Gaetano 1st Term 243 Jefferson Rd. Cell: 704-699-4415 Email: romy8lucia@gmail.com Appointed: 07-09-25 Reappointed: 06-10-26 Expires: 06-30-29	P & I Staff	Amy Snider, Commercial Zoning Administrator Amy.snider@townofboone.net Jessica Mitchell, Advanced Planning Specialist jessica.mitchell@townofboone.net Brenda Henson, Board Clerk brenda.henson@townofboone.net
3 Member	Charles Vardell Smyth, CHAIR 2nd Term 172 Cherrybrook Ln. Cell: 919-418-0201 Email: HPC@cvsmyth.com Appointed: 09-13-23 Reappointed: 06-11-25 Expires: 06-30-28		
4 Member	Krystal Carter *Resigned eff. 6-30-26* 1st Term 242 Park St. Cell: 336-957-6983 Email: krystalbrookecarter@gmail.com Appointed: 07-09-25 Expires: 06-30-27	Town Attorney	Allison Meade PO Box 292 184 N. Water St., Ste. 6 Office: 828-865-5555 ameade@meade-law.com
5 Student Member	Romy (Bennie) Gaetano 1-year Term 243 Jefferson Rd. Cell: 704-699-4415 Email: romy8lucia@gmail.com Appointed: 07-09-25 Expires: 06-30-27		

1. 3-year staggered terms (except for ASU student who serves a 1-year term)
2. Terms expire on June 30
3. Members can serve no more than 3 consecutive terms

Print

Town of Boone Student Board Application - Submission #7702

Date Submitted: 7/2/2026

Name*	Email:*
Phoebe Howerton	howertonpk@appstate.edu

Address*

144 Poplar Grove Rd, Apt 525

City*	State*	Zip Code*
Boone	NC	28607

Is this Address Your Preferred Address?*

Yes

Address

City	State	Zip Code

Phone Number*

910-596-8418

Jurisdiction of Residence*

☒ Town of Boone (Inside Town Limits)

☐ Watauga County

☐ Other

Please Specify:*

When Is Your Expected Graduation Date?*

May 2027

Are you Familiar with Boone Next - the Town of Boone's Comprehensive Plan?*

Yes

Rate Your Support for Boone Next (1 Being Not Supportive at All and 10 Being Extremely Supportive)*

- | | |
|----------------------------|---------------------------------------|
| ☐ 1 | ☐ 6 |
| ☐ 2 | ☐ 7 |
| ☐ 3 | ☒ 8 |
| ☐ 4 | ☐ 9 |
| ☐ 5 | ☐ 10 |

Please Explain Your Level of Support for Boone Next*

I overall feel positively about Boone Next. I strongly support the efforts laid out to mitigate safety risks impacting drivers and especially pedestrians. I also appreciate the focus on housing such as preserving NOAH and diversifying housing types.

I have mixed feelings about road widenings, as I feel there may be other ways to approach traffic congestion. For example, facilitating residents' desire to walk or bike by providing safe infrastructure to do so. We can also continue to strengthen the outreach and reliability of our AppalCart system.

I love the attention to objectives like parking for out-of-town visitors, but I would have liked to see more plans related to growing tourism in Boone. A current concern is how we can balance the need for housing with the rise of Airbnbs and hotels.

A goal that was laid out but I think could also use more attention is heritage preservation. While it can feel like preservation hinders development, Boone's historic buildings are important to maintaining a sense of place and identity that appeals to both the people who have lived here for decades and tourists.

Name of Board, Commission, Task Force, Advisory Board, or Committee Appointment Sought*

Historic Preservation Commission

Please Note: Time of Meeting CANNOT be changed. Please take this into account with your school schedule.

Why Do You Wish to Obtain this Appointment?*

I have had a long-time interest in historic preservation, ultimately leading me to study anthropology and archaeology. This past year, I surveyed at the historically black cemetery, Clarissa Hill, and worked on a field excavation as part of the Junaluska Community Archaeology Project. I felt deeply fulfilled by both projects. But, it wasn't until more recently that I started thinking on the planning side of heritage. I did a study abroad course with Dr. Elizabeth Shay on community planning and regional development in Scotland. It was impactful to meet with planners and professors from the cities we visited and learn more about how they navigate preserving their very extensive heritage while continuing to develop their landscapes. I'd like to further explore heritage and city planning, and I believe I'm able to offer important perspectives with my background in anthropology.

What Skills, Education, Training, Experience or Area(s) of Expertise Would You Bring to the Appointment?*

In addition to majoring in Anthropology, I am pursuing a certificate in Cultural Resource Management. The only remaining requirement is a lab methods course. Due to this, I have great familiarity with federal heritage laws (NHPA, NAGPRA, AABGPA), NRHP eligibility, and federal agencies such as SHPO and OSA. In a course, I collaborated with three other classmates to produce an a 27 page OSA-compliant technical report offering recommendations for further actions to determine if an Indigenous heritage site in Ashe county is eligible for the NRHP.

Additional coursework pertaining to heritage preservation includes Historical Landscapes, Environmental Anthropology, Archaeological Survey, Archaeological Excavation, Archaeological Theory, North American Archaeology, and Writing in Archaeology. My departmental GPA is a 4.0.

I would consider myself highly detail-focused, passionate, and a strong communicator. I aim to be nuanced in my approach to subjects, while also maintaining ethical commitments. I have always shown great dedication to the boards I have served on. In high school, I served as the Youth Liaison for a congregation's social justice council. Throughout all of college, I have been a very involved council member of the Appalachian Popular Programming Society, including appointments as publicist and secretary.

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.*

Phoebe Howerton

Signature

Date*

7/2/2026