

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

**TUESDAY, FEBRUARY 6, 2024  
5:30 P.M.**

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

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: January 16, 2024, Regular Meeting January 16, 2024, Closed Session		1
	3	APPROVAL OF THE FEBRUARY 6, 2024, AGENDA		13
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN TURNBOW	15
5:40	5	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE PROPOSED COMBINATION OF THE SOLID WASTE ORDINANCE AND THE SOLID WASTE OPERATIONS ORDINANCE, AND THE CHANGES ASSOCIATED WITH THE COMBINATION OF THE ORDINANCES	MR. REX BUCK	17
5:45	6	PROPOSED AMERICA250NC RESOLUTION AND GRANT PRESENTATION	VICE-CHAIRMAN WALLIN COMMISSIONER EGGERS	47
5:50	7	WAMY'S RENTAL REPAIR PROGRAM UPDATE	MS. BRITTANY LUXTON MS. SARAH FREER MS. APRIL BECK	53
5:55	8	PROPOSED AMENDMENTS TO THE RECENTLY ADOPTED HIGH COUNTRY TEMPLE RESTORATION PROJECT RESOLUTION AND THE WATAUGA COUNTY CONFLICT OF INTEREST POLICY	MS. KATIE KROGMEIER	57
6:00	9	REQUEST FOR ACCEPTANCE OF FY 2024 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) GRANT/CONTRACT	MS. ANGIE BOITNOTTE	85
6:05	10	BID AWARD REQUEST FOR HUMAN SERVICES BUILDING RENOVATIONS	MR. ROBERT MARSH	91
6:10	11	SHERIFF'S OFFICE OUT-OF-STATE TRAVEL REQUEST	CAPTAIN PRESTON RUSSELL	121
6:15	12	EMERGENCY SERVICES	MR. WILL HOLT	
		A. Proposed Blowing Rock Fire and Rescue Contract		123
		B. Proposed PSAP Radio Grant Agreement		131
		C. Request to Surplus MCC5500 Console Positions		157
		D. 911 Surcharge Fund Budget Amendment Request		159
		E. Fire District Change Request		161
6:20	13	PARKS & RECREATION OUT-OF-STATE TRAVEL REQUEST	MS. KERON POTEAT	167

TIME	#	TOPIC	PRESENTER	PAGE
6:25	14	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Proposed Dates for Annual Pre-Budget Retreat		173
		B. Proposed Dates for Budget Work Sessions		177
		C. Appointment of Finance Director		179
		D. Proposed Amendments to the FY 2022-2023 Audit Contract		181
		E. Announcements		185
6:30	15	BREAK		185
6:35	16	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		186
7:00	17	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

January 16, 2024, Regular Meeting

January 16, 2024, Closed Session

**DRAFT**

**MINUTES**

**WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, JANUARY 16, 2024**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, January 16, 2024, at 5:30 P.M. in the Commissioners’ Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Turnbow called the meeting to order at 5:33 P.M. The following were present:

- PRESENT:**
- Larry Turnbow, Chairman
  - Charlie Wallin, Vice-Chairman
  - Todd Castle, Commissioner
  - Braxton Eggers, Commissioner
  - Ray Russell, Commissioner
  - Andrea Capua, County Attorney
  - Deron Geouque, County Manager
  - Anita J. Fogle, Clerk to the Board

Commissioner Eggers opened with a prayer and Vice-Chairman Wallin led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

Chairman Turnbow called for additions and/or corrections to the December 19, 2023, regular minutes and closed session minutes.

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the December 19, 2023, regular meeting minutes as presented.

VOTE: Aye-5  
Nay-0

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the December 19, 2023, closed session minutes as presented.

VOTE: Aye-5  
Nay-0

**APPROVAL OF AGENDA**

Chairman Turnbow called for additions and/or corrections to the January 16, 2024, agenda.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the January 16, 2024, agenda as presented.

VOTE: Aye-5  
Nay-0

## **PUBLIC COMMENT**

Ms. Tracy Nestor and Mr. Garney Long, both with Republic Services, advocated for their company to be considered for disposal and hauling of trash for the County.

## **REQUEST FOR SUPPORT FOR NEW FACILITY ON THE WATAUGA CAMPUS OF CALDWELL COMMUNITY COLLEGE & TECHNICAL INSTITUTE (CCC&TI)**

County Manager Geouque, on behalf of Dr. Mark Poarch, Caldwell Community College and Technical Institute President, stated that Caldwell Community College & Technical Institute (CCC&TI) was constructing a new facility on the Watauga Campus.

The construction required the County to provide an overmatch which was currently insufficient for the proposed project. The recommendation was to transfer the overmatch credits from Caldwell County to Watauga. The overmatch would be determined once the bid had been awarded for the project. Future overmatch credits to Watauga would then be assigned to Caldwell until the transfer was repaid. This has been done with previous construction projects on the Watauga Campus of CCC&TI.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the necessary overmatch credits to be transferred from Caldwell County to Watauga County and future overmatch credits to be assigned to Caldwell County until the transfer has been repaid.

VOTE: Aye-5  
Nay-0

## **WATAUGA COUNTY SCHOOLS LOTTERY AND CAPITAL IMPROVEMENT PLAN (CIP) FUNDS REQUEST**

Ms. Ly Marze, Watauga County Schools Director of Finance, requested the release of State Education Lottery Funds and the County's CIP reserve as follows:

<b>Lottery Project</b>	<b>Amount</b>
Carpet & Tile Replacements	\$ 45,000
Replace Kitchen/Cafeteria Equipment	65,000
Gym Floors - Refinishing	45,000
Door/Window Replacements	20,000
Roof Renovations/Replacements	100,000
Pavement Resurface	80,000
Electrical Upgrades -MA, HP, PK (R&R funds)	489,932
VOiP installation -HP (R&R funds)	100,000

<b>CIP Reserves Project</b>	<b>Amount</b>
Roof Replacements – GV, PK, HP	\$ 2,000,000
Central Food Storage Upgrade/Renovation	25,000
Playground Updates/Renovations	30,000
Security Cameras	25,000
HVAC/Sewer Pumps	25,000
Weight Room Upgrades -WHS	95,000
1:1 Devices	300,000

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to release the funds as requested.

VOTE: Aye-5  
Nay-0

### **APP BUILDS A HOME REQUEST FOR USE OF GREEN SPACE AT HUMAN SERVICES COMPLEX**

Ms. Mary Ann Sanders, and Ms. Esme Hernandez with App Builds a Home, and Mr. Alex Hooker, Director of Habitat for Humanity, requested support for their project and for permission to allow the placement of a removable home at the Human Services Building lot located at Poplar Grove Connector.

Ms. Sanders stated that this is a campus wide project and a way for Appalachian State University (AppState) to give back to the community. They will begin working on their sixth house this summer. Ms. Hernandez stated that they are interested in the blitz-build model which has been a Homecoming tradition at Clemson University. Mr. Hooker stated that they had looked at other sites but this one gives flexibility and is a good partnership. Mr. Hooker stated that Habitat for Humanity would be liable and make any repairs needed to the property after the home was moved. Mr. Hooker stated that the home would be moved to the Greenwood community near Green Valley School once ready. The group asks permission to use a portion of the east side of the County's Human Services Lot along with 6 parking spaces in the Fall of 2024. The timeframe is to be determined as it will be focused around AppState's Homecoming which has yet to be announced.

Staff has informed the group to obtain an official letter from Blue Ridge Women in Agriculture (BRWIA) stating their willingness to share the space and any permits required by the Town of Boone. A letter of support from BRWIA was presented. County Attorney Capua recommended having a license agreement in place that included terms regarding insurance and liability waivers.

Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to approve the request and direct the County Attorney to prepare a license agreement for the use of the property.

VOTE: Aye-5  
Nay-0

**PROJECT ON AGING ADULT SERVICES COALITION (ASC) GRANT APPLICATION AND ACCEPTANCE REQUEST**

Ms. Angie Boitnotte, Project on Aging Director, requested acceptance of a \$1,000 grant from the Adult Services Coalition which does not require a County match. The funds, in conjunction with Senior Center General Purpose Funds, would be used to purchase a NuStep Cross Trainer for the Lois E. Harrill Senior Center's Exercise Room. The equipment costs approximately \$4,700; therefore, Senior Center General Purpose funds would be used to cover the difference.

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to accept the \$1,000 grant from the Adult Services Coalition.

VOTE: Aye-5  
Nay-0

**CHILLER REPLACEMENT BID AWARD REQUEST**

Mr. Robert Marsh, Maintenance Director, stated that bids were solicited for the replacement of the Courthouse chiller. Only one bid was received therefore, the project was re-advertised after which only one bid was received again. Therefore, Mr. Marsh requested acceptance of the bid from Hickory Sheet Metal in the amount of \$175,200 for the replacement of the chiller at the Courthouse. Mr. Marsh further requested that Alternates 1, 2, 3, & 4 of the bid not be accepted. Adequate funds were budgeted to cover the expenditure.

Commissioner Castle, seconded by Commissioner Eggers, moved to accept the base bid for the replacement of the chiller at the Courthouse from Hickory Sheet Metal in the amount of \$175,200 which does not include Alternates 1, 2, 3, & 4.

VOTE: Aye-5  
Nay-0

**TAX MATTERS**

***A. Monthly Collections Report***

County Manager Geouque, on behalf of Mr. Larry Warren, Tax Administrator, presented the Tax Collections Report for the month of December 2023. The report was presented for information only and, therefore, no action was required.

***B. Refunds and Releases***

County Manager Geouque, on behalf of Mr. Larry Warren, Tax Administrator, presented the Refunds and Releases Report for December 2023 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the Refunds and Releases Report for December 2023 as presented.

VOTE: Aye-5  
Nay-0

## **SANITATION MATTERS**

### ***A. Trailer Purchase Request***

Mr. Phillip Harrison, Operations Services Manager, requested approval for the purchase of a new 2024 Mac 48-foot Walking Floor Trailer from CRTS, Inc. in the amount of \$100,493. Mr. Harrison stated that the trailer would have multiple uses throughout the Department; including the recycling center. Adequate funds have been budgeted to cover this expense.

Mr. Rex Buck, Operations Services Director, joined the discussion held as to the need for a trailer when the County contracts to have trash hauled away.

After discussion, Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the purchase of the new 2024 Mac 48-foot Walking Floor Trailer from CRTS, Inc. in the amount of \$100,493.

VOTE: Aye-3(Turnbow, Wallin, Russell)  
Nay-2(Castle, Eggers)

### ***B. Disposal and Hauling Contract Renewal Request***

The County's current solid waste disposal and hauling contract is set to expire in 2024. The contract has a five (5) year contract renewal option. Staff surveyed the market and received informal quotes for solid waste disposal and hauling. Mr. Rex Buck, Operation Services Director, stated that after review, he began negotiations and recommend exercising the five (5) year renewal option with Waste Management for disposal and the three (3) year contract with two (2) one (1) year extensions with Custom Ecology Inc. (CEI) for the disposal and hauling of the County's solid waste.

Commissioner Eggers stated he would have liked for a Request for Proposal (RFP) to have been issued for costs comparison.

After discussion, Commissioner Russell, seconded by Vice-Chairman Wallin, moved to authorize staff to exercise the five (5) year contract renewal with Waste Management and the three (3) year contract with two (2) one (1) year extensions with Custom Ecology Inc. for the disposal and hauling of the County's solid waste.

VOTE: Aye-3(Turnbow, Wallin, Russell)  
Nay-2(Castle, Eggers)



***C. Request to Schedule A Public Hearing to Allow Citizen Comment on Proposed Changes to the Solid Waste and Operating Ordinance***

Mr. Rex Buck stated that, per Commissioner direction, staff consolidated the Solid Waste and Operations Ordinances into one document. Mr. Buck presented changes/additions which included the addition of the following definitions:

- 33. Multiple Family Residential
- 36. Municipal Solid Waste Collector
- 48. Residential Waste
- 49. Resident
- 55. Transfer Station
- 57. Solid Waste Collector

Further changes include the addition of:

- 4) The landfill tipping user fee shall be assessed, to all remaining users at a rate established by the Budget Ordinance as measured by weight, at the County disposal facility.
- 5) The landfill tipping user fee waiver will be established through the Budget Ordinance, for all private single-family detached homes and duplex residential users, as measured by weight at the County disposal facility.
- 6) The landfill tipping user fee waiver applies to residents possessing a valid North Carolina Division of Motor Vehicles Driver's License or Real Identification Card as verified, by County staff, at the County disposal facility.
- 7) Within 60 days of moving within Watauga County, residents must update their physical address with the North Carolina Division of Motor Vehicles and obtain a duplicate North Carolina Division of Motor Vehicles Driver's License or Real Identification Card.

**7) TIPPING FEE WAIVER POLICY**

8) The County Manager may waive the tipping user fee for debris created by not-for-profit organizations and as a result of fire to a primary homeowner's residence. A not-for-profit organization or property owner who has created debris or experienced a fire loss may apply directly to the County Manager.

Eligibility is based on:

- a) Memorandum of purpose by the not-for-profit entity and proof of not-for-profit status.
- b) Statement by property owner of no insurance coverage for debris removal and income below the current County median as established by the US Department of Housing and Urban Development.

- c) Documentation in the form of the prior year’s tax return is required. In the absence of a tax return a notarized statement, by the not-for-profit or property owner that no tax return was required the previous year, is acceptable.

Tipping user fee may be waived by the County Manager on a case-by-case basis for a period not to exceed one-week and debris volumes not to exceed a total amount of 20 tons.

With the changes staff has reinstated the ability for residents with a valid North Carolina Division of Motor Vehicles Driver’s License or Real Identification Card as verified, by County staff, to utilize the 2,000 pounds tonnage waiver Monday through Saturday. Commissioner Castle stated that he wished it could be sooner to help citizens with Spring clean-up. Mr. Buck stated that it could be done faster than the proposed effective date of July 1, 2024. Chairman Turnbow asked that staff and the County Manager work toward getting staff trained.

Staff is requesting the Board schedule a public hearing for February 6, 2024, to seek public comment. The introduction of the ordinance at the January 16, 2024, Commissioners’ Meeting shall serve as the first reading and the February 6, 2024 Commissioners’ Meeting shall serve as the second reading and therefore; available for adoption depending on public input, if the Board so desired.

Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to schedule a public hearing on February 6, 2024, at 5:30 P.M. to allow for citizen comment on the proposed combination of the Solid Waste Ordinance and the Solid Waste Operations Ordinance and the changes associated with the combination of the ordinances.

VOTE: Aye-5  
Nay-0

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Budget Amendments***

County Manager Geouque, who also serves as Deputy Finance Director, presented the following budget amendments:

Account #	Description	Debit	Credit
103300-345000	ROAP Grant		\$194,986
104500-469845	Elderly and Disabled	\$75,433	
104500-469844	Employment Transportation	\$16,434	
104500-469843	Rural General Populations	\$103,119	

The amendment recognized the acceptance of the NCDOT Rural Operating Assistance Program (ROAP) funds, FY 2024 Final Distribution as approved at the September 19, 2023, Board meeting.

103300-332006	Senior Health Insurance Information Program (SHIIP) Grant		\$8,310
105550-449901	SHIIP Grant Expenses	\$8,310	

The amendment recognized the acceptance of Senior Health Insurance Information Program (SHIIP) grant funds which required no County match and as approved at the December 5, 2023, Board meeting.

523839-384000	Hunger Coalition/Hannah Roof		\$85,725
526150-525402	Hannah Roof Expenses	\$85,725	

The amendment recognized additional billed amounts to the Hunger Coalition for the Hannah Building Roof.

Commissioner Russell, seconded by Commissioner Eggers, moved to approve the budget amendments as presented by the County Manager.

VOTE: Aye-5  
Nay-0

### ***B. Recognition of Grant Funding***

County Manager Geouque requested the acceptance of two (2) grants from the Office of State Budget Management (OSBM) in the amount of \$1,000,000 and \$2,000,000.

Commissioner Castle, seconded by Commissioner Eggers, moved to accept the grants as presented by the County Manager.

VOTE: Aye-5  
Nay-0

### ***C. The Car Park Group, LLC, Contract Extension***

County Manager Geouque stated that The Car Park, the current parking enforcement for the County, had requested an increase in their contract. The current rate was \$700 per month. They are requesting an incremental increase over a minimum three-year commitment, with the first year at \$3,000/month; the second year at \$4,000/month; and \$4,250/month in the third year.

A contract was negotiated with a one-year term at the first-year rate of \$3,000 with The Car Park. Discussion was held regarding the issue of parking, students using County facilities for parking, and the increase in cost of the contract. The County Manager stated that the one-year contract was to allow the County time to work on a solution.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to accept the contract with The Car Park as negotiated at a rate of \$3,000 for one (1) year with for parking enforcement at County facilities.

VOTE: Aye-5  
Nay-0

***D. Brookshire Road Property Contracts with Modulus and Tise-Kiester Architects***

County Manager Geouque stated that at the November 21, 2023, Board meeting, a proposed contract was presented with Modulus, PLLC for preliminary geotechnical evaluation for the proposed workforce housing at the 16.3-acre Brookshire Site. The cost of the service is \$9,840. In addition, the County Manager also requested the execution of a contract in the amount of \$16,400 for architectural design and documentation with Tise-Kiester Architects. However, the County Attorney stated that he did not advise approving these contracts as they included limits of liability. The County Attorney has reviewed the contracts further and has now approved their adoption. County Attorney Capua stated that no contract is risk free and the questions regarding the contracts had been reviewed and Ms. Capua stated that they met her approval.

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to approve the contracts with Modulus, PLLC and Tise-Kiester Architects for preliminary geotechnical evaluation and architectural services in the amounts of \$9,840 and \$16,400, respectively.

VOTE: Aye-5  
Nay-0

***E. Boards and Commissions***

County Manager Geouque presented the following:

***Watauga County Planning Board***

The four (4) year At-large Planning Board term of Ms. Kimmy Tiedemann expired in December. Ms. Tiedemann did not wish to be reappointed. A Volunteer Application was received from Mr. Matt Vincent who expressed interest in serving on the Planning Board. This was the second reading.

Commissioner Russell, seconded by Commissioner Eggers, moved to appoint Mr. Matt Vincent to serve on the Planning Board for a four (4) year term.

VOTE: Aye-5  
Nay-0

***F. Announcements***

There were no announcements.

**CLOSED SESSION**

At 7:12 P.M., Vice-Chairman Wallin, seconded by Commissioner Castle, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters – G. S. 143-318.11(a)(6).

VOTE: Aye-5  
Nay-0

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to resume the open meeting at 8:21 P.M.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Eggers, seconded by Commissioner Castle, moved to adjourn the meeting at 8:21 P.M.

VOTE: Aye-5  
Nay-0

Larry Turnbow, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

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**AGENDA ITEM 3:**

**APPROVAL OF THE FEBRUARY 6, 2024, AGENDA**

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**AGENDA ITEM 4:**

**PUBLIC COMMENT**

**MANAGER'S COMMENTS:**

Public Comment will last up to 1-hour dependent upon the number of speakers.

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**AGENDA ITEM 5:****PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE PROPOSED COMBINATION OF THE SOLID WASTE ORDINANCE AND THE SOLID WASTE OPERATIONS ORDINANCE AND THE CHANGES ASSOCIATED WITH THE COMBINATION OF THE ORDINANCES****MANAGER'S COMMENTS:**

Per Commissioner direction, staff has consolidated the Solid Waste and Operations Ordinances into one document. Changes/additions are marked in red. Major changes are the addition of the following definitions:

- 33. Multiple Family Residential
- 36. Municipal Solid Waste Collector
- 48. Residential Waste
- 49. Resident
- 55. Transfer Station
- 57. Solid Waste Collector

Further changes include the addition of:

- 4) The landfill tipping user fee shall be assessed, to all remaining users at a rate established by the Budget Ordinance as measured by weight, at the County disposal facility.
- 5) The landfill tipping user fee waiver will be established through the Budget Ordinance, for all private single-family detached homes and duplex residential users, as measured by weight at the County disposal facility.
- 6) The landfill tipping user fee waiver applies to residents possessing a valid North Carolina Division of Motor Vehicles Driver's License or Real Identification Card as verified, by County staff, at the County disposal facility.
- 7) Within 60 days of moving within Watauga County, residents must update their physical address with the North Carolina Division of Motor Vehicles and obtain a duplicate North Carolina Division of Motor Vehicles Driver's License or Real Identification Card.

**7) TIPPING FEE WAIVER POLICY**

- 8) The County Manager may waive the tipping user fee for debris created by not-for-profit organizations and as a result of fire to a primary homeowner's residence. A not-for-profit organization or property owner who has created debris or experienced a fire loss may apply directly to the County Manager. Eligibility is based on:

- a) Memorandum of purpose by the not-for-profit entity and proof of not-for-profit status.
- b) Statement by property owner of no insurance coverage for debris removal and income below the current County median as established by the US Department of Housing and Urban Development.
- c) Documentation in the form of the prior year's tax return is required. In the absence of a tax return, a notarized statement, by the not-for-profit or property owner that no tax return was required the previous year, is acceptable.

Tipping user fee may be waived by the County Manager on a case-by-case basis for a period not to exceed one-week and debris volumes not exceed a total amount of 20 tons.

With the changes, staff has reinstated the ability for residents with a valid North Carolina Division of Motor Vehicles Driver's License or Real Identification Card, as verified by County staff, to utilize the 2,000 pounds tonnage waiver Monday through Saturday.

A public hearing has been scheduled to seek public comment regarding the ordinances. Upon completion of the public hearing the Board may adopt the ordinance as presented, adopt the ordinance with modifications, or schedule a work session to discuss additional changes.

Staff seeks direction from the Board.

**PUBLIC HEARING NOTICE**

THE WATAUGA COUNTY BOARD OF COMMISSIONERS WILL HOLD A PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE PROPOSED COMBINATION OF THE SOLID WASTE ORDINANCE AND THE SOLID WASTE OPERATIONS ORDINANCE AND THE CHANGES ASSOCIATION WITH THE COMBINATION OF THE ORDINANCES. A COPY OF THE PROPOSED ORDINANCE CAN BE VIEWED ON THE COUNTY'S WEBSITE AT [WWW.WATAUGACOUNTY.ORG](http://WWW.WATAUGACOUNTY.ORG). THE PUBLIC HEARING WILL BE HELD ON TUESDAY, FEBRUARY 6, 2024, AT 5:30 P.M. IN THE COMMISSIONERS' BOARD ROOM LOCATED IN THE WATAUGA COUNTY ADMINISTRATION BUILDING AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. INTERESTED PARTIES ARE ENCOURAGED TO ATTEND. FOR INFORMATION OR QUESTIONS PLEASE CALL 828-265-8000.

LARRY TURNBOW  
CHAIRMAN

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

SOLID WASTE ORDINANCE

ARTICLE I. AUTHORITY AND PURPOSE

Be it ordered by the Watauga County Board of Commissioners that the following Ordinance and Regulations for the protection of the public health and safety are hereby adopted pursuant to authority granted by Chapter 153A, Sections 121, 122, 123, 132.1, 136, 292, Chapter 130A, Sections 292 and 309 of the North Carolina General Statutes, and shall, among other things:

Provide for regulation in the most economically feasible, cost-effective and environmentally-safe manner, the storage, collection, transportation, separation, processing, recycling, and disposal of solid waste, to include hazardous waste (to the extent permitted by law) and medical waste, in order to protect the public health, safety and welfare;

Enhance the environment for the citizens and the residents of Watauga County and recover resources which have the potential for further usefulness, all in accordance with the authority, purposes, policies and goals enunciated in the laws and regulations of the State of North Carolina pertaining to solid waste management;

Deter unlawful disposal of solid waste;

Abate illegal dump sites; and

Encourage reporting of littering and illegal dumping.

ARTICLE II. JURISDICTION AND APPLICABILITY OF FEDERAL AND STATE LAWS

Pursuant to NCGS 153A-122, this ordinance shall apply to all areas of unincorporated Watauga County which are not within the corporate limits of any municipalities. All municipalities and their respective corporate limits shall be exempted from the ordinance, unless they choose to adopt this ordinance or some form thereof.

The intent of this ordinance is to promote and encourage proper and lawful solid waste management including but not limited to waste reduction, reuse, recycling, and disposal.

The provisions of this Ordinance are intended, and shall be interpreted, to be consistent with and supplementary to the North Carolina General Statutes, State rules, and any county ordinance, regarding solid waste. To insure such intent and interpretation,

and in the event of ambiguity between the provisions of this Ordinance and other laws, rules, or ordinances, the stricter of the provisions shall apply. Any violation of such provisions shall also be a violation of this Ordinance.

### ARTICLE III. ADMINISTRATION AND ENFORCEMENT

The Watauga County Board of Commissioners authorizes the administration and enforcement of this Ordinance. The administration and enforcement of this ordinance shall be vested with the Sheriff's Office.

### ARTICLE IV. DEFINITIONS

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

1. Ashes: Refuse resulting from the burning of wood, coal, coke or other combustible material which have no live embers.
2. Board: Board of Commissioners of Watauga County.
3. Bulky waste: Large man-made items of solid waste such as furniture, large auto parts, and other oversized wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.
4. Collection: The act of removing solid waste (or materials that have been separated for the purpose of recycling) to a transfer station, processing facility, or disposal facility.
5. Commercial solid waste: All types of solid waste generated by stores, offices, restaurants, warehouses, other non-manufacturing activities, and places of residence having three or more dwelling units such as apartment buildings and mobile home courts.
6. Commercial Solid Waste Collector: Any person, firm, corporation, or other entity, engaged in whole or part, in the collection, transportation, delivery, or disposal of solid waste generated within the service area, including any such entity engaged in such activities with respect to solid waste generated by others for profit.
7. Commercial and Institutional Establishment: Office; retail store; wholesale store; religious, charitable, or government office; private club; hospital; group of mobile homes; apartment; group of apartments; or similar establishment.
8. Construction and Demolition Waste: Solid waste resulting

solely from construction, remodeling, repair, or demolition operations on buildings, or other structures, but does not include inert debris, land-clearing debris, yard debris, brick, uncontaminated soil, sand, gravel, rock, concrete, or concrete block.

9. Convenience Centers: Disposal sites operated by the County which are staffed and contain recycling receptacles. Also known as "container site" or "green box site."

10. Demolitions Materials: Lumber, bricks, plaster, sheet-rock, loam and other substances used for repairs, construction, or as a result of destruction of buildings or structures.

11. Dead Animals-Large: Any domestic or non-domestic animal larger than common house pets such as cats and dogs.

12. Dead Animals-Small: Cats, dogs, and other small animals.

13. Department: The North Carolina Department of Environmental Quality.

14. Disposal: The discharge, deposit, injection, dumping, spilling, leaking or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

15. Division: The Director of the Division of Solid Waste Management of the North Carolina Department of Environmental Quality, or the Director's authorized representative.

16. Dumpster or Bulk Container: Refuse bulk-storage container units which are owned and/or maintained by Watauga County for the purpose of collecting refuse.

17. Enforcement Officer: A deputy employed by the Watauga County Sheriff's Department as appointed by the Watauga County Sheriff whose duties primarily are the enforcement of this ordinance.

18. Farming: Activities related or incidental to production of crops, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agricultural products having a domestic or foreign market.

19. Garbage: All putrescible waste, including animal offal and carcasses, and recognizable industrial by-products, but excluding



sewage and human waste.

20. Hazardous waste: A solid waste, or combination of solid wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics may:

a. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

c. Provided, however, that nothing herein shall be construed to authorize the County to regulate hazardous waste in any manner prohibited by or pre-empted by the applicable North Carolina General Statutes and State rules and regulations.

21. Hazardous Solid Wastes: Includes, but is not limited to, explosives, pathological wastes, pesticides, chemicals highly combustible and other toxic materials which are harmful to public health.

22. Industrial Establishments: Factories, processing plants and other manufacturing enterprises.

23. Industrial process waste: Solid waste resulting from an industrial or manufacturing process which may be disposed of at the county landfill after demonstrating its non-hazardous status through analysis, or by other means. Includes, but is not limited to sandblasting grit, contaminated food products, ash and dust.

24. Industrial solid waste: Solid waste generated by manufacturing or industrial processes that is not hazardous waste.

25. Inert debris: Solid waste, which consists solely of material that, is virtually inert and that is likely to retain its physical and chemical structure under expected conditions of disposal. Brick, uncontaminated soil, sand, gravel, rock, concrete, or concrete block.

26. Infectious waste: Solid waste capable of producing an infectious disease. The types of waste designated as infectious

are: microbiological waste, pathological waste, blood products and sharps.

27. Institutional Solid Waste: Solid waste generated by educational, correctional, and other institutional facilities.

28. Land-clearing debris: Solid waste which is generated solely from land-clearing activities.

29. Land Clearing and Inert Debris (LCID): Stumps, yard-waste, vegetative materials, untreated wood, brush, uncontaminated earth.

30. Landfill: A disposal facility or part of a disposal facility where waste is placed in or on land and which is not a land treatment facility, a surface impoundment, an injection well, a hazardous waste long-term storage facility or a surface storage facility.

31. Local Governing Agency: Incorporated cities, towns, counties and specific purpose districts which are empowered to undertake solid waste management programs.

32. Medical waste: Any solid waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste identified or listed pursuant to this Ordinance, radioactive waste, or household waste as defined in 40 CFR §261/4(b)(1) in effect on 1 July 1989, or those substances excluded from the definition of "solid waste" in this Ordinance.

**33. Multiple Family Residential: Three or more attached dwelling units, any apartments or group of apartments, mobile home parks.**

34. Municipal solid waste: Any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed and disposed of through a public entity or municipal solid waste management service. Municipal solid waste does not include hazardous waste, sludge, or industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.

35. Open Burning: Any fire wherein the products of combustion are emitted directly into the atmosphere and are not directed thereto through a stack or chimney, incinerator, or other similar devices.

**36. Municipal Solid Waste Collector: Any public entity or municipal solid waste management service engaged in whole or part, in the collection, transportation, delivery, or disposal of solid waste generated within the service area, including any such entity engaged in such activities with respect to solid waste generated by others.**

37. Open dump: Any facility or site where solid waste is disposed of that is not a sanitary landfill and that is not a facility for the disposal of hazardous waste, specifically including a solid waste disposal site that does not have a permit, and/or does not comply with the rules set forth in the North Carolina Solid Waste Management Rules, 15A N.C.A.C. 13b.

38. Pathological waste: Human tissues, organs, and body parts, and the carcasses and body parts of any animals that were known to have been exposed to pathogens that are potentially dangerous to humans during research, were used in the production of biologicals or in vivo testing of pharmaceuticals, or that died with a known or suspected disease transmissible to humans.

39. Person: Any individual, firm, corporation, company, association, partnership, unit of local government, State agency, federal agency or other legal entity.

40. Premises: A definite portion of real estate including its appurtenance, a building, or part of a building.

41. Processing: Any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport; amendable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

42. Putrescible: Solid waste capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors and gases, such as kitchen wastes, offal, and animal carcasses.

43. Radioactive waste: Waste containing any material, whether solid, liquid, or gas that emits ionizing radiation spontaneously.

44. Recyclable material: Those materials which are capable of

being recycled, reused and which would otherwise be processed or disposed of as solid waste.

45. Recycling: Any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed, and reused or returned to the use in the form of raw materials or products.

46. Refuse: All non-putrescible wastes. Solid waste, other than garbage and ashes, from residences, commercial establishments, and institutions.

47. Regulated medical waste: Blood and body fluids in individual containers in volumes greater than 20ml, microbiological waste, and pathological waste that has not been treated pursuant to state rules.

**48. Residential Waste: Solid waste originating from private households or dwelling units occupied by one family (private single-family detached homes and duplexes). Solid waste from a place of residences having three or more attached units is defined as commercial solid waste.**

**49. Resident: Individual who permanently resides in a dwelling unit as primary residence, located within Watauga County, and possesses a valid North Carolina Division of Motor Vehicles Driver's License or Real Identification Card reflecting their current physical address.**

50. Sanitary Landfill: A facility for disposal of solid waste on land in sanitary manner in accordance with rules concerning sanitary landfill adopted under Article 9 Chapter 130A as defined in NCGS §130A-290.

51. Scrap Tire: (Whole scrap tires are banned from disposal at sanitary landfills) A tire that is no longer suitable for its original, intended purpose because of wear, damage, or defect.

52. Sharps: Needles, syringes, and scalpel blades.

53. Sludge: Any solid, semisolid, or liquid waste generated from a municipal, commercial, institutional, or industrial wastewater treatment plant, or air pollution control facility, or any other waste having similar characteristics and effects.

54. Solid Waste: Any hazardous or non-hazardous garbage, refuse or sludge from a waste treatment plant, water supply treatment plant

or air pollution control facility, domestic sewage and sludges generated by the treatment thereof in sanitary sewage collection, treatment and disposal systems, and other material that is either discarded or is being accumulated, stored or treated prior to being discarded, or has served its original intended use and is generally discarded, including solid, liquid, semisolid or contained gaseous material resulting from industrial, institutional, commercial and agricultural operations, and from community activities. Solid waste does not include:

- a. Fecal waste from fowls and animals other than humans.
- b. Solid or dissolved material in:
  1. Domestic sewage and sludge generated by treatment thereof in sanitary sewage collection, treatment and disposal systems which are designed to discharge effluents to the surface waters.
  2. Irrigation return flows.
  3. Wastewater discharges and the sludges incidental to and generated by treatment which are point sources subject to permits granted under Section 402 of the Water Pollution Control Act, as amended (P.L. 92-500), and permits granted under G.S. 143-215.1 by the Environmental Management Commission. However, any sludge that meet the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- c. Oils and other liquid hydrocarbons controlled under Article 21A of Chapter 143 of the General Statutes. However, any oils or other liquid hydrocarbons that meet the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- d. Any source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended (42 U.S.C. §2011).
- e. Mining refuse covered by the North Carolina Mining Act, G.S. 74-46 through 74-68 and regulated by the North Carolina Mining Commission (as defined under G.S. 143B-290). However, any specific mining waste that meets the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- f. Recyclable material.

g. Hazardous waste excluded pursuant to G.S. 153A-136 and G.S. 153A-294.

**55. Transfer Station: Facility located at 463 Landfill Road, Boone, NC where solid waste is processed for disposal.**

56. Solid Waste Rules: The regulations governing solid waste management adopted by the Solid Waste Section of the Department of Environment and Natural Resources in accordance with EPA guidelines and other Federal Regulations.

**57. Solid Waste Collector: Any person who collects or transports solid waste, and is compensated by customer and/or employer.**

58. Solid Waste Disposal: Collection, storage, treatment, utilization, processing, or final disposal of solid wastes.

59. Solid Waste Disposal Facility: Land, personnel, equipment, or other resources used in the disposal of solid wastes.

60. Special Waste: Any waste that cannot be disposed of with regular solid waste and requires special handling, permits, or incurs additional disposal costs.

61. Used oil: any oil which has been refined from crude oil or synthetic oil and, as a result of use, storage, or handling, has become unsuitable for its original purpose.

62. Waste: Litter, rubbish, refuse and miscellaneous, unusable or unwanted materials.

63. White goods: Includes refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic and commercial large appliances.

64. Yard Waste: Solid waste consisting of vegetative materials originating from landscaping maintenance such as leaves, grass, limbs, and trimmings.

The definitions set forth in NCGS §130A-290 which are not expressly set forth in this ordinance shall apply to and are hereby incorporated herein by reference to this ordinance.

#### ARTICLE V. STORAGE AND DISPOSAL

1. No person, owner, occupant, tenant, or lessee of any property may deposit, store or permit to accumulate any solid waste on property owned or occupied by the person, owner, occupant, tenant, or lessee that is not stored or disposed of as required by this Ordinance.

2. The owner, occupant, tenant, or lessee of any property shall remove or cause to be removed all solid waste from his property at such reasonable intervals as will prevent a nuisance from arising which causes or creates the likelihood of injury to the health, safety, or welfare of another person or the likelihood of injury to adjoining property.

3. Garbage and refuse shall be stored and/or sorted in a manner that will resist harborage to rodents and vermin and will not create a fire hazard.

4. No owner, occupant, tenant, or lessee of any building or dwelling may place or leave, or cause to be placed or left, outside the building or dwelling any bulky waste for longer than ninety (90) days. Provided that the storage of junk vehicles in compliance with other Watauga County Ordinances shall not constitute a violation of this Solid Waste Management Ordinance.

5. No owner, occupant, tenant, or lessee of any building or dwelling may leave outside the building or dwelling, in a place accessible to children, any abandoned or unattended icebox, refrigerator, freezer, or other item or piece of equipment that has a door or cover that cannot be opened from the inside, without first removing the door.

6. Solid waste may be disposed of only in one of the following ways:

(a) In a landfill, transfer facility, or other disposal facility duly authorized and permitted by the Division;

(b) In an incinerator that has obtained and possesses all required local, state and federal control permits;

(c) By any other method, including recycling and resource recovery, that has been approved by the Division;

(d) At a container-site or convenience center operated by Watauga County, and transported to a landfill or other disposal facility duly authorized and permitted by the Division; or

(e) As otherwise authorized by the Watauga County Solid Waste Ordinance.

7. No person may discard, dispose of, leave, or dump any solid waste on or along any street or Highway or on public or private property unless such solid waste is placed in a receptacle or at locations properly permitted for the deposit of solid waste.

8. No person shall throw, scatter, spill, place, cause, or allow to be blown, scattered, spilled, thrown or placed, or otherwise dispose of any litter upon any public property or private property not owned by said violator within Watauga County or into the waters of Watauga County including, but not limited to, upon any public highway, public park, lake, river, stream, campground, forest land, recreational area, mobile home park, highway, road, street or alley; the occurrence of any of the foregoing acts resulting from transporting solid waste in a vehicle shall constitute a violation.

9. No person shall intentionally and willfully dump or deposit any solid waste material on the property owned by the violator or the property of another with or without the *written* consent of the property owner which is inconsistent with proper and lawful solid waste management and disposal practices.

10. No person shall burn solid waste except as permitted by existing fire codes and state laws.

11. Nothing in this Ordinance is intended to authorize the disposal of solid waste in any manner prohibited by federal or state laws or regulations.

12. Construction and Demolition waste as defined herein must only be disposed of at disposal sites approved and permitted by the Division.

13. Regulated medical, hazardous, and radioactive waste must be disposed of according to written procedures approved by the Division.

14. All sharps shall be placed in a sealed, puncture-proof container prior to disposal.



15. A person operating or having operated an open dump for disposal of solid waste or a person who owns land on which such an open dump is or has been operating shall immediately close the site in accordance with 15A NCAC 13B §.0502.

16. No person shall bury solid waste in earth or submerge solid waste in water unless expressly permitted by this Ordinance or applicable federal and state law and regulations.

17. Pursuant to G.S. 153A-136 and G.S. 153A-294, no person shall dispose of hazardous waste within any Watauga County solid waste disposal facility.

#### ARTICLE VI. DEFINITION AND ABATEMENT OF SOLID WASTE NUISANCES

1. By the authority of the provisions of N.C. Gen. Stat. §153A-140 of the North Carolina General Statutes, the storage, accumulation or presence of solid waste on public or private property in the area of jurisdiction of this Ordinance which is:

- (a) A breeding ground or harbor for mosquitoes or other insects, snakes, rats, or other pests;  
or
- (b) A point of collection for pools or ponds of water; or
- (c) A point of concentration of gasoline, oil, or other flammable, toxic or explosive materials;  
or
- (d) So located that there is a danger of falling, sliding or turning over; or
- (e) A source of danger for children through entrapment in areas of confinement that cannot be opened from the inside or from exposed surfaces or metal, glass, or other rigid materials

is hereby proclaimed and declared to be unlawful and a public nuisance. Such public nuisance shall be subject to abatement as provided in this Ordinance.

2. Upon reasonable cause to believe that a public nuisance as defined above exists, the Enforcement Officer or his designee, and

upon not less than ten (10) days' notice to the occupant and owner of the property on which the alleged nuisance is located, shall make a determination of whether or not such nuisance does, in fact, exist. If the Enforcement Officer makes a determination that a public nuisance exists, he shall enter and serve upon the owner and occupant an order to remove, abate or remedy the nuisance within a reasonable period of time, but not more than ninety (90) days. Such order may be appealed by the owner or occupant to the Board of County Commissioners as provided in ARTICLE VII of this ordinance.

3. Upon failure of the owner or occupant of the property, or of the person responsible for placing such solid waste on the property to remove, abate or remedy the nuisance within the period the officer has allowed, pursuant to N.C. General Statute 153A-140 an Enforcement Officer shall remove, abate or remedy the nuisance as provided in the order and charge the cost thereof to the owner and occupant. If such expense is not paid by the owner or occupant within ten (10) business days, it shall be a lien upon the land or on premises where the nuisance arose and shall be collected as unpaid taxes.

#### ARTICLE VII. ENFORCEMENT MEASURES AND REMEDIES

The Watauga County Sheriff shall designate the Enforcement Officer(s) from the Sheriff's Office sworn staff, who shall have the authority and duty to perform inspections, issue citations, assess penalties and take enforcement actions. Also, the other departments of the County may accompany the Enforcement Officer to assist in administration and enforcement.

Watauga County may exercise remedies for violation of any provision of this ordinance as allowed and authorized by the North Carolina General Statutes, including but not limited to civil penalties, equitable remedies, and criminal prosecution.

In addition, whenever the Enforcement Officer receives a proper, non-anonymous, written complaint alleging a violation of this ordinance, he shall investigate the complaint, take whatever action is warranted (including, in his or her discretion, any appropriate informal measures deemed helpful toward procuring compliance with this Ordinance). The Enforcement Officer shall inform the complainant in writing what actions have been or will be taken.

A warning may be issued by the Enforcement Officer without fine when the officer is of the opinion that a violation of this ordinance may be remedied without the necessity of prosecution;

however, a warning citation may not be issued in the case where public health and/ or safety are endangered.

Waiver of enforcement by the county of any provision of this Ordinance shall not prejudice the enforcement of remaining portions of this Ordinance.

1. Civil Enforcement and Penalties:

(A.) Notice of violation. The Enforcement Officer may issue a notice of violation to any person who fails to comply with any provision of this Ordinance. The notice of violation shall contain a description of the violation, the date of inspection, a description of the action necessary for correction of the violation and the date (no more than ten (10) business days from the date of the notice) that compliance is required. The notice shall also specify the amount of civil penalty that may be imposed should the violator fail to take corrective action within the time frame set forth for compliance with the ordinance. The notice shall be hand delivered or mailed by certified or registered mail, return receipt requested, to the person or persons alleged to be in non-compliance. The Enforcement Officer shall sign a statement for his file of the date, time and manner of delivery. The failure to comply with the notice of violation by taking corrective action may result in any of the civil or criminal remedies set forth in this section.

(B.) Civil penalties and remedies. Civil remedies and penalties are as follows:

(1.) Pursuant to the provisions of G.S. 153A-123(a), any person violating any provision of this Ordinance is subject to a civil penalty in the amount of \$100.00. Each day said condition continues to exist shall constitute a separate and distinct violation.

(2.) Pursuant to G.S. 153A-123(c), the county may file a civil action to recover the civil penalty provided for in Section F subsection (b)(1) of this section, if the offender does not pay the penalty within the prescribed period as set forth in the notice of violation.

(3.) Pursuant to G.S. 153A-123(d), the county may seek any appropriate equitable relief that it deems necessary to ensure the health,

safety and welfare of the citizens or the natural resources of the county.

(4.) Pursuant to G.S. 153A-123(a), the county may seek an injunction when the non-compliance or violation is creating an imminent hazard to the health, safety and welfare of the public.

(C.) Appeal. Any person who receives a notice of violation, or order to remove, abate, or remedy a nuisance may, within ten business days of the day the notice was received, submit a written appeal to the Board of County Commissioners. The appeal notice shall specifically state the reasons for the appeal with a copy of the notice of violation attached thereto. The County Manager shall schedule a hearing for the next regular Board of County Commissioner's meeting, and notify the appellant, and the Board of County Commissioners upon the hearing shall render a decision upholding, denying or modifying the notice of violation. Accrual and imposition of the civil penalties shall be stayed pending the appeal. However, there will be no stay for equitable remedies available to the County. If the decision of the Solid Waste Enforcement Officer is affirmed, accrual and imposition shall resume. Any appeal not filed within ten (10) business days of the day notice was received shall be considered not timely.

The Board of Commissioners may consider hardship as basis for extending the period for compliance up to six (6) months. In no case shall the Board indefinitely excuse compliance. An extension may be granted upon the appellant meeting two (2) of the four (4) following criteria:

1. appellant is at least sixty-five (65) years of age;
2. health problems documented by appellant's medical record which substantially affect the appellant's ability to comply with the ordinance;
3. severe weather that prevents appellant from complying within the original time frame;
4. taxable income below fifty percent (50%) of the County's current median income, as determined by the US Department of Housing and Urban Development, documented by appellant's latest tax return.

(D.) Appeals of Board Actions. Every decision of the Board shall be subject to review at the instance of any aggrieved party in the Superior Court by proceedings in the nature of a petition for writ of certiorari. Such proceedings in the Superior Court shall be initiated within thirty (30) days of the date the decision is approved in the Board's minutes.

Appeals not filed within this thirty (30) day period are not timely. The Superior Court is authorized to stay enforcement of this ordinance during the pendency of an appeal from the decision of the Board of Commissioners upon a hearing and the posting of a bond sufficient to the Court which will adequately protect the interests of the County.

2. Criminal Penalty: Any violation of any provision of this ordinance shall be a Class 3 misdemeanor, subject to a five hundred dollar (500.00) fine, and punishable pursuant to NCGS §153A-123 and N.C.G.S. 14-4. Each day's continuing violation shall be a separate and distinct offense.

3. This ordinance may also be enforced by equitable remedies, and any unlawful condition which may be in violation of this ordinance may be abated by mandatory or prohibitory injunction in accordance with N.C.G.S. §153A-123.

#### ARTICLE VIII. EXEMPTION FOR FARMING

This ordinance shall not regulate or be applied to regulate products or by-products of farming, or materials, supplies or equipment used in farming, so long as the generation, handling or disposal of such is not made illegal by other law, ordinance or regulation.

#### ARTICLE IX. CHANGES IN STATE LAW

Should N.C.G.S. §153A-132.1, N.C.G.S. §153A-136, and N.C.G.S. §153A-292 or any section of the General Statutes of North Carolina incorporated herein by reference or otherwise referred to herein be change or amended, or should such statutes require or mandate a difference procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new additional or amended requirements.

#### ARTICLE X. SOLID WASTE OPERATIONS AND DISPOSAL

The following rules govern the transport and disposal of solid waste at the Watauga County solid waste facility:

A. The general public is allowed to access the Watauga County solid waste facility in the area so designated only for the express purpose of transporting and disposing of authorized waste during hours of operation. All persons must promptly leave the property once wastes are deposited at the appropriately designated areas unless specifically authorized by County personnel. Persons loitering on site during operating hours and present at site after hours may be prosecuted for trespassing.

B. Commercial, industrial, and institutional establishments shall be totally responsible for proper collection and transportation of any and all of their solid wastes. All commercial, industrial and institutional establishments failing to comply with the terms, conditions and provisions of the ordinance shall be subject to all fines, penalties, and punishment contained herein.

C. The driver of any conveyance transporting solid waste shall be responsible for any spillage.

D. With the exception as stated in Article IV Section B, no solid waste generated outside the geographic boundaries of Watauga County shall be deposited or accepted at the solid waste center.

E. No pilfering, scavenging or other unauthorized removal of solid waste items from the container sites, convenience centers, recycling receptacles, or solid waste center will be allowed.

F. Persons delivering wastes to the solid waste center shall be required to separate and dispose of all wastes in the proper designated areas as directed by County personnel.

G. Metal or plastic drums, such as oil and chemical containers, shall not be accepted unless said drums have both ends (top and bottom) completely removed and all residues removed as provided for in the instructions by contents manufacturer.

H. Disposal of liquid or hazardous waste at the solid waste center is prohibited. Any determination in the definition of waste as made by County solid waste personnel shall be final.

I. Any items designated as "special waste" shall be disposed of in a manner as prescribed by County solid waste personnel.

J. Tires, yard waste, appliances, lead acid batteries, and other banned or designated solid wastes shall not be accepted unless separated and placed in designated areas as prescribed by County solid waste personnel.

ARTICLE XI. SOLID WASTE FEES SCHEDULE

A. Fee Schedule: The solid waste user fee schedule shall be set and adopted within the annual Watauga County Budget Ordinance, and may not exceed the costs of collection and the costs of operating the disposal facility.

The user fees for County residences shall attach to the annual Watauga County ad valorem tax bill for qualifying property, except as provided here.

1) A solid waste user fee shall be established through the budget ordinance for each residential dwelling unit. Residential dwelling unit is defined as an area or structure designed or designated for separate or group occupancy.

2) A solid waste user fee shall be established through the budget ordinance for each residential dwelling unit as defined above.

3) The following residential units are hereby exempted and excluded from the provisions of the set fee schedule:

a. All residential units that are exempted from ad valorem taxes by the provisions of Section 105 of the North Carolina General Statutes.

b. All residential units whose taxable value is reduced to "0" by the provisions of North Carolina General Statutes 105-277 or United States Code 801.

c. All residential real property which is designated by the Watauga County Tax Office as unlivable.

d. All residential personal property (mobile homes) which is designated by the Watauga County Tax Office as unlivable.

4) The landfill tipping user fee shall be assessed, to all remaining users at a rate established by the Budget Ordinance as measured by weight, at the county disposal facility.

5) The landfill tipping user fee waiver will be established through the Budget Ordinance, for all private single-family detached homes and duplex residential users, as measured by weight at the county disposal facility.

6) The landfill tipping user fee waiver applies to residents possessing a valid North Carolina Division of Motor Vehicles Driver's License or Real Identification Card as verified, by county staff, at the county disposal facility.

7) Within 60 days of moving within Watauga County residents must update their physical address with the North Carolina Division of Motor Vehicles and obtain a duplicate North Carolina Division of Motor Vehicles Driver's License or Real Identification Card.

7) TIPPING FEE WAIVER POLICY

8) The County Manager may waive the tipping user fee for debris created by not-for-profit organizations and as a result of fire to a primary homeowner's residence. A



not-for-profit organization or property owner who has created debris or experienced a fire loss may apply directly to the County Manager.

Eligibility is based on:

a) Memorandum of purpose by the not-for-profit entity and proof of not-for-profit status.

b) Statement by property owner of no insurance coverage for debris removal and income below the current County median as established by the US Department of Housing and Urban Development.

c) Documentation in the form of the prior year's tax return is required. In the absence of a tax return a notarized statement, by the not-for-profit or property owner that no tax return was required the previous year, is acceptable.

Tipping user fee may be waived by the County Manager on a case-by-case basis for a period not to exceed one-week and debris volumes not exceed a total amount of 20 tons.

B. Collections:

1) The solid waste user fees as set by the budget ordinance shall be paid to the Watauga County Tax Collector for deposit to the Solid Waste Enterprise Fund of the County. Said fees are due and payable at par or face amount until and in the same manner as provided for ad valorem taxes in General Statute 105-360. The solid waste user fees may be billed with annual ad valorem property tax bills and the user fees may be collected in the same manner as delinquent taxes. All said fees not paid as provided above shall accrue interest as provided in G.S. 105-360(a) (1) and (2). Settlement of disputes as to the appropriateness or amount of the fee charged is

hereby delegated to the Watauga County Tax Collector subject to review and approval by the Watauga County Board of Commissioners.

2) Tipping user fees will be billed and collected under the direction of the County Finance Officer. All fees not collected at the county disposal facility shall be billed on a monthly basis.

Accounts will become delinquent if paid 30 or more days from billing date. Landfill privileges shall be stopped for delinquent accounts.

## ARTICLE XII. COUNTY-WIDE COLLECTIONS

The following rules govern the use of container sites and convenience centers owned or operated by Watauga County:

A. No person shall throw or dispose from any house-hold, yard, business or vehicle, any solid waste into drainage ditches, roadways, roadway medians, manholes or other places detrimental to the general environment, but shall dispose of such waste in approved containers or at the solid waste disposal center.

B. County bulk containers for recyclables and mixed solid waste are provided by the County at designated convenience centers for the exclusive use of part or full-time residents of Watauga County. Non-residents may obtain a permit from the Watauga County Sanitation Department for a fee of \$125 to dispose of residential trash at County container sites. The \$125 permit fee is subject to change each fiscal year. In addition, the permit allows non-residents to use the County transfer station and pay any related tipping fee associated with the use. Commercial/Small Business haulers are not eligible to utilize container sites. Violators of this section may be prosecuted under NCGS 14-399.

C. With the exception as stated above in Section B, use of solid waste containers at convenience centers is limited to solid waste generated in Watauga County by residential households in the normal day-to-day course of living excluding the following items:

- 1) Fire, embers, or hot ashes
- 2) Hazardous or liquid wastes of any type
- 3) Highly combustible materials
- 4) Automobile and truck tires
- 5) Motor vehicles, batteries, or major components thereof
- 6) Dead animals, both large and small
- 7) Major household appliances, such as refrigerators, stoves, washers, dryers, etc.
- 8) Insecticides or unwashed insecticide containers
- 9) Chairs, sofas, tables, mattresses or other items of furniture
- 10) Building and construction materials
- 11) All other material exceeding two (2) feet at its longest dimension
- 12) Yard waste

Items 4 through 12 must be directly disposed of at the Transfer Station, Land Clearing and Inert Debris (LCID), Recycling Processing facilities. No commercial, industrial or institutional waste may be deposited at a convenience center or container site.

D. All trash deposited at a convenience center or container site must be placed within a container. No person shall deposit solid waste on the ground or pavement.

E. It shall be expressly prohibited and unlawful for any person to perform any of the following acts:

1) Defile, deface, burn, destroy or otherwise vandalize or abuse solid waste containers, container sites, or any other equipment or facilities located at the container site.

2) Loiter and/or congregate on any container site after having deposited solid waste at the site, or without the need or apparent intention to deposit solid waste.

3) Leave a vehicle unattended on any container site or convenience center. Any vehicle left unattended may be towed or impounded at the owner's expense.

4) No unauthorized person(s) may remain at a convenience site for any reason without attendant present.

5) Climb on, around, or inside of a solid waste container.

6) Move a solid waste container from its assigned location.

7) Open bags or other bindings which contain solid waste materials either inside a container or at a solid waste disposal facility.

8) Use containers provided by the County which are not intended for public use and are marked "SCHOOL USE ONLY" or "NOT FOR PUBLIC USE."

9) Scavenge, pilfer or otherwise remove any items from a solid waste container or from a solid waste disposal facility, except as permitted by authorized Watauga County employees, agents, or contractors.

10) Place mixed solid waste in containers designated for recyclables. Recyclables must be deposited in containers as specified at the site.

## ARTICLE XIII. VIOLATIONS, ENFORCEMENT, AND PENALTIES

## A. Violations - Criminal

1) The violation of any provision of this Ordinance shall be a Class 3 misdemeanor and any person convicted of such violation shall be punishable as provided in G.S. 153A-123.

2) Each day's violation of this Ordinance is a separate offense. (GS 153A-123(g)) Payment of a fine imposed in criminal proceedings pursuant to this section does not relieve a person of his liability for taxes or fees imposed under this Ordinance.

## B. Violations - Civil

In addition to, and not in lieu of, the criminal penalties and other sanctions provided by the Ordinance, a violation of this Ordinance may also subject the offender to the civil penalties hereinafter set forth.

1) Such civil penalties may be recovered by Watauga County in a civil action or may be collected in such other amounts as prescribed herein within the prescribed time following the issuance of notice for such violation.

2) Such notice shall include:

a. The face amount of the penalty if such penalty be paid within three (3) business days from the issuance of the notice and the late fee (\$10.00) if paid more than three (3) business days after its issuance.

b. Notice to the offender that failure to pay the penalties within the prescribed time shall subject such offender to a civil action for the

stated penalty plus additional penalties including court costs.

- 3) A notice of violation may be delivered to the person or may be mailed by certified mail to the last known address.

C. Penalties - Civil

- 1) The civil penalty for violation of this Ordinance is \$25.00 per offense. Said penalty shall be paid to the Clerk of Court within three (3) business days from and after issuance of the citation.

- 2) In addition to the penalty prescribed in B (1) above, an additional \$25.00 penalty shall be imposed in all those cases in which the penalty has not been paid within three (3) business days.

- 3) Should it become necessary to institute a civil action to collect any penalty hereunder, then the violation shall also be subject to an additional penalty of \$60.00.

- 4) In addition, enforcement of this Ordinance may be made by appropriate equitable remedy, injunction, or order of abatement issuing from a court of competent jurisdiction pursuant to G.S. 153A-123(d) and (e).

D. Enforcement

It shall be unlawful for any person to interfere with, hinder, or harass the employees of Watauga County and authorized representatives in the performance of their duties as prescribed by this Ordinance.

E. All ordinances, amendments of ordinances, and clauses of ordinances in derogation of this ordinance are hereby repealed.

ARTICLE XIV. SEVERABILITY

If any Section, subsection, sentence, phrase or portion of this ordinance is for any reason invalid or unconstitutional as determined by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. If any section or part of this Ordinance should be held invalid for any reason, such determination shall not affect the remaining sections or parts, and to that end the provisions of this Ordinance are severable.

ARTICLE XV. CHANGES IN STATE LAWS

Should N.C.G.S. §153A-132 and N.C.G.S. §153A-132.2 or any section of the General Statutes of North Carolina incorporated herein by reference or otherwise referred to herein be changed or amended, or should such statutes require or mandate a different procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new, additional or amended requirements.

ARTICLE XVI. CONFLICT WITH OTHER ORDINANCES

Whenever the provisions of this ordinance and any other ordinance impose overlapping or contradictory regulations, the ordinance which is more restrictive or imposes higher standards or requirements shall be controlling.

**ARTICLE XVI. EFFECTIVE DATE**

**This ordinance as amended shall become effective on the 1st day of July, 2024.**

**1. ADOPTED this the 6th day of February, 2024.**

Watauga County's Solid Waste Ordinance, Adopted 27 June, 2006, Watauga County's Solid Waste Operations Ordinance, Adopted 15 July, 2008 and Watauga County's Prohibiting Throwing or Depositing Trash on Public or Private Property, adopted 3 May 1971 and Article VI of the Watauga County Solid Waste Ordinance made effective 21 December 1993 are hereby abolished and superceded.

BOARD OF COMMISSIONERS FOR THE  
COUNTY OF WATAUGA

ATTEST:

by: \_\_\_\_\_  
Larry Turnbow, Chairman

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony di Santi, County Attorney



**AGENDA ITEM 6:**

**PROPOSED AMERICA250NC RESOLUTION AND GRANT PRESENTATION**

**MANAGER'S COMMENTS:**

Per commissioner request, a resolution establishing the Official America 250 NC Committee. The purpose would be to assist in acquiring or obtaining funds potentially for a historical museum.

Staff seeks direction from the Board.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**Resolution of Watauga County  
Recognizing and Approving of the Watauga County  
Official America 250 NC Committee**

A resolution of Watauga County, North Carolina, supporting the America 250 NC committee for the United States semiquincentennial (AMERICA250NC)

**WHEREAS**, Roy Cooper, Governor of North Carolina created AMERICA250NC to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina’s integral role in that event and the role of its people on the nation’s past, present, and future: and

**WHEREAS**, AMERICA250NC has a mission to engage ALL North Carolinians and ALL 100 counties through their many signatures and officially recognized programs, projects, and events over the commemoration by inspiring future leaders and celebrating North Carolina’s contributions to the nation over the last 250 years; and

**WHEREAS**, by adoption of America250NC’s mission, Watauga County Committee is officially formed to achieve the goals of America250NC.

**NOW, THEREFORE, BE IT RESOLVED**, that the County of Watauga hereby endorses AMERICA250NC and its mission; and

**RESOLVED**, the County of Watauga officially establishes an AMERICA250NC Committee made up of a diverse group of citizens to work with AMERICA250NC on any and all activities. The participants of the Watauga County Committee will be strictly voluntary roles and there will be no compensation for participation.

**IT IS FURTHER RESOLVED**, that a copy of this resolution be sent to the \_\_\_\_\_ legislative delegation and the AMERICA250NC Committee.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 202\_.

## Local Grant Program

S.L. 2023-134 page 405

### AMERICA'S 250TH LOCAL GRANTS

SECTION 14.9.(a) Funds appropriated in this act to the Department of Natural and Cultural Resources (the Department) for America's 250th Local Grants shall be used for a grant program to facilitate participation in America's 250th anniversary activities, as set forth in this section.

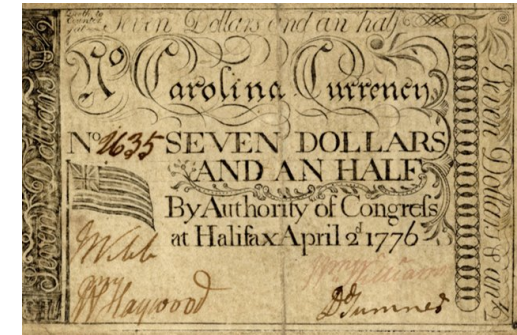
SECTION 14.9.(b) The Department shall use up to one million dollars (\$1,000,000) in fiscal year 2023-2024 for grants of ten thousand dollars (\$10,000) each to county governments whose county commissioners have adopted a resolution creating a commemoration committee or otherwise designated a group to ensure North Carolina's commemoration of the semiquincentennial occurs in their county. Any funds allocated under this subsection but not spent or encumbered by June 30, 2024, may be reallocated by the Department for grants under subsection (c) of this section and shall be in addition to the allocations made in that subsection.

SECTION 14.9.(c) The Department shall use five hundred thousand dollars (\$500,000) in fiscal year 2023-2024 and six hundred thousand dollars (\$600,000) in fiscal year 2024-2025 to provide matching grants to local governments and nonprofits for commemoration activities, including Revolutionary War research, development of educational resources, wayside installation, and event needs. The Department may consider county tier designations under G.S. 143B-437.08, for the county in which the project is located, in determining match amounts awarded under this subsection.

SECTION 14.9.(d) The Department may use up to five percent (5%) of the funds allocated by this section to administer the grant program and provide technical assistance to counties.

## County Grants

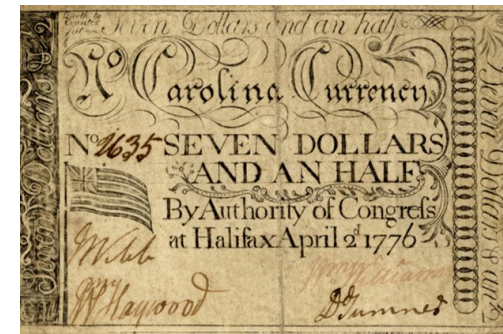
- One per county
- FY 2023-2024 only
- No match required
- Appropriated money not used may be moved to other grant category in FY 2024-2025
- County must have approved A250 committee
- Draft grant activities include:
  - Strategic plan and report
  - Public art or mural
  - Wayside
  - Local marker
  - Exhibit (online or in-person)
  - Research for A250 program
  - Printed resource for A250 program
  - Selected A250 event expenses



- Local field trip support
- A250 related tours
- Student competitions
- Archaeology-ground penetrating radar
- A250 aligned curriculum resource
- Oral history program

## Matching Grants

- Local government or non-profit
- Divided among both fiscal years
- Match will be required
- Draft grant activities include:
  - Wayside
  - Local marker
  - Exhibit (online or in-person)
  - Research for A250 program
  - Printed resource for A250 program
  - Event activities
  - A250 related tours
  - Student competitions
  - A250 aligned curriculum resource
  - Oral history program



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**AGENDA ITEM 7:**

**WAMY'S RENTAL REPAIR PROGRAM UPDATE**

**MANAGER'S COMMENTS:**

Representatives from WAMY will present an update on the rental repair program provided by the Board of Commissioners. Total cost of the program is \$86,250 with \$75,000 for repairs and \$11,250 for WAMY administrative fees.

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

## **Watauga County Rental Repair Pilot Program Report**

**WAMY Community Action, Inc.**

**February 6th, 2024**

First, we want to express our deepest appreciation for your ongoing support and commitment to improving the lives of low-income members in our community. Your dedication has been absolutely crucial in launching the Watauga County Rental Repair Pilot Program.

### **Promotion Strategies:**

In the initial stage of this pilot program, we have been focusing on spreading the word and reaching out. We have used various methods to maximize our reach and raise awareness. Our social media posts have been getting a lot of attention and engagement from the community, and we have also placed ads in local newspapers to expand our reach even further.

To make sure we are connecting with as many people as possible, we have met with community groups like Down Home and the Housing Council. These collaborations have not only helped us promote the program, but they have also given us valuable insights into the needs of our community. We have also called and emailed other non-profits in Watauga County with our fliers and applications. They seem excited about this new pilot program in the area and plan to make referrals to their clients/patients/members. Another way we have reached out is through many landlords in the area asking and leaving voicemails about the program in hopes they have units and tenants that qualify for this pilot program. We have reached out to over 25 people and organizations to hand out fliers and/or to explain what the program is so they can refer their clients.

In addition to these efforts, we have taken a grassroots approach by posting flyers in key community locations and personally reaching out to individuals who may qualify for our services. This personalized approach has been effective in engaging potential applicants and addressing any questions or concerns they may have.

### **Applications:**

So far, we have received two complete applications that qualify for our services under the Watauga County Rental Repair Pilot Program. There are several applications that have been mailed out and we are waiting to receive it back. This is just the beginning, and we expect to receive more applications in the coming weeks as word continues to spread.

### **Project Progress:**

Our staff completed one home visit. The property assessment was done efficiently, and we're currently waiting for an estimate for the necessary repair work. Once we have that, we will schedule the work to be done. This repair work will make a real difference in the living



conditions for four Watauga County residents, showcasing the tangible impact this program is having in our community.

The other qualifying applicant was sick the day of the scheduled home visit. We are currently coordinating an alternate date that works for all parties involved.

**Next Steps:**

Looking forward, we want to assure you that we are fully committed to the successful execution of the Watauga County Rental Repair Pilot Program. With your support and the collective efforts of our community, we are confident that we will continue to make a significant impact in the lives of our low-income residents and continue the preservation of the existing housing stock in Watauga County.

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**AGENDA ITEM 8:**

**PROPOSED AMENDMENTS TO THE RECENTLY ADOPTED HIGH COUNTRY TEMPLE RESTORATION PROJECT RESOLUTION AND THE WATAUGA COUNTY CONFLICT OF INTEREST POLICY**

**MANAGER'S COMMENTS:**

Ms. Katie Krogmeier, New River Conservancy, will request the Board approve changes to the High Country Temple Restoration Project Resolution and the Watauga County Conflict of Interest Policy. All changes have been included in red to emphasize the new wording in both documents.

Board action is required to approve the changes as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**WATER RESOURCES DEVELOPMENT GRANT RESOLUTION**

**WHEREAS**, the County of Watauga desires to sponsor, Boone Creek at High Country Temple Restoration, to restore 672 lf of Boone Creek, a tributary of the South Fork New River in downtown Boone using natural channel design methods.

**WHEREAS**, the County of Watauga also recognizes New River Conservancy as a project partner that will assist the County with fulfilling the grant requirements of this project.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

- 1) The Board requests the State of North Carolina to provide financial assistance to Watauga County for Boone Creek at High Country Temple Restoration in the amount of \$200,000 or 50 percent of the nonfederal project costs, whichever is the lesser amount;
- 2) The Board assumes full obligation for payment of the balance of project costs;
- 3) The Board will obtain all necessary State and Federal permits;
- 4) The Board will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Board will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Board will obtain suitable spoil disposal areas as needed and all other easements or rights-of-way that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) The Board will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 8) The Board accepts responsibility for the operation and maintenance of the completed project;
- 9) Grantee **grants the Project Partner** authority to operate on the Grantee’s behalf as fiscal agent and project coordinator.

**ADOPTED** by the County of Watauga this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Larry Turnbow, Chairman  
Watauga County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board



# WATAUGA COUNTY

## CONFLICT OF INTEREST POLICY

### APPLICABLE TO CONTRACTS AND SUBAWARDS OF WATAUGA COUNTY SUPPORTED BY FEDERAL OR STATE FINANCIAL ASSISTANCE

#### I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when Watauga County enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the County (1) enters into a Contract to be funded, in part or in whole, by Federal **or State** Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal **or State** Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal **or State** statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal **or State** Financial Assistance conflicts with any provision of this Policy, such **federal** statute, regulation, or terms of the financial assistance agreement shall govern.

#### II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.
- b. “*Contract*” means, for the purpose of Federal **or State** Financial Assistance, a legal instrument by which the County purchases property or services needed to carry out a program or project under a Federal **or State** award.
- c. “*Contractor*” means an entity or individual that receives a Contract.
- d. “*Covered Individual*” means a Public Officer, employee, or agent of the County.
- e. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the County).

- f. *“Direct Benefit”* means, with respect to a Public Officer or employee of the County, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.
- g. *“~~Federal~~ Financial Assistance”* means Federal or State financial assistance that the County receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other ~~Federal~~ financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. *“Governing Board”* means the County Commissioners of the County.
- i. *“Immediate Family Member”* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- j. *“Involved in Making or Administering”* means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. *“Pass-Through Entity”* means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal or State program.
- l. *“Public Officer”* means an individual who is elected or appointed to serve or represent the County (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the County.
- m. *“Recipient”* means an entity, usually but not limited to a non-Federal entity, that receives a Federal or State award directly from a Federal or State awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.

- n. *“Related Party”* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the County) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. *“Subaward”* means an award provided by a Pass-Through Entity to carry out part of a Federal **or State** award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal **or State** program.
- p. *“Subcontract”* means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. *“Subcontractor”* means an entity that receives a Subcontract.
- r. *“Subrecipient”* means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal **or State** award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal **or State** awards directly from a Federal **or State** awarding agency.
- s. *“”* has the meaning specified in Section I hereof.

### III. **COI Point of Contact.**

- a. Appointment of COI Point of Contact. The County Manager, an employee of the County, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the County Manager is unable to serve in such capacity, the Finance Director shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the *“COI Point of Contact”*.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

### IV. **Conflict of Interest Standards in Contracts and Subawards**

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the County involved in contracting on behalf of the County. The County shall conduct the selection, award, and administration of Contracts and Subawards in

accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.

- i. G.S. § 14-234(a)(1). A Public Officer or employee of the County involved in Making or Administering a Contract or Subaward on behalf of the County shall not derive a Direct Benefit from such a Contract or Subaward.
- ii. G.S. § 14-234(a)(3). No Public Officer or employee of the County may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the County.
- iii. G.S. § 14-234.3. If a member of the Governing Board of the County serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the County and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the County and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
- iv. G.S. § 14-234.1. A Public Officer or employee of the County shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
  1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a



Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

ii. Identification and Management of Conflicts of Interest.

1. Duty to Disclose and Disclosure Forms

- a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.
- b. Prior to the County's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the County.

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the County's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the County.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the County Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
  - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if County is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if County is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to County; or
  - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.
- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the County may enter into the Contract or Subaward in accordance with the County's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the County has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the County Manager and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the County shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4) , the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
  - i. if County is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
  - ii. if County is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to County in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

c. State Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
  - 1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.
  - 2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.
- ii. Identification and Management of Conflicts of Interest.

### 1. Duty to Disclose and Disclosure Forms

- a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.
- b. Prior to the County's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the County.

### 2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the County's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the County.

### 3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the County Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
  - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if County

is a Recipient of State Financial Assistance, the State awarding agency with appropriate mitigation measures, or (b) if County is a Subrecipient of State Financial Assistance, from the Pass-Through Entity that provided a Subaward to County; or

ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.

b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the County may enter into the Contract or Subaward in accordance with the County's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the County has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the County Manager and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the County shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:

i. if County is a Recipient of State Financial Assistance funding the Contract or Subaward, disclose the conflict to the State awarding agency providing such State Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or

- ii. if County is a Subrecipient of State Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to County in accordance with 2 C.F.R. § 200.112 and applicable regulations of the State awarding agency and the Pass-Through Entity.

V. **Oversight of Subrecipient's Conflict of Interest Standards**

- a. Subrecipients of County Must Adopt Conflict of Interest Policy. Prior to the County's execution of any Subaward for which the County serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal **or State** Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable **federal** regulations.
- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the County makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal **or State** awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. **Gift Standards**

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. State Standard. **Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.**
- c. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
  - i. honorariums for participating in meetings;
  - ii. advertising items or souvenirs of nominal value; or
  - iii. meals furnished at banquets.

- d. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal or State awarding agency, the COI Point of Contact shall report such gifts to the Federal or State awarding agency or a Pass-Through Entity for which the County is a Subrecipient.

## VII. Violations of Policy

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the County.
- b. Disciplinary Actions for Contractors and Subcontractors. The County shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the County shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal or state contract or grant, a gross waste of federal or state funds, an abuse of authority relating to a federal or state contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal or state contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal or state agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; or (vii) a management official or other employee of the County, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

**EXHIBIT A**

## Examples

<b><i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i></b>	<b><i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i></b>
<p>Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> <li>- Stock in a corporation.</li> <li>- Membership interest in a limited liability company.</li> <li>- Partnership interest in a general or limited partnership.</li> <li>- Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract.</li> <li>- Option to purchase any equity interest in a firm or organization.</li> </ul>	<p>Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.</p> <p>A position as a director or officer of the firm or organization, even if uncompensated.</p>
<p>Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> <li>- Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment))</li> <li>- Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). <ul style="list-style-type: none"> <li>o Holder of a judgment against the firm.</li> </ul> </li> </ul>	<p>A referral of business from a firm considered for a Contract or Subaward.</p>
<p>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</p>	<p>Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).</p>



**EXHIBIT B****COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST**

Watauga County (“*County*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the County’s expenditure of Federal or State Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the County.

**Instructions for Completion**

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the County Manager and to each member of the Governing Board.

**Definitions.**

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the County) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

<b>Step</b>			
<b>1</b>	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Contract:</u> <hr/>	
<b>2</b>	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<b><u>Public Officials</u></b>	<b><u>Employees</u></b>	<b><u>Agents</u></b>
<b>3</b>	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
<b>Any identified interest in Step 3 is a potential “real” conflict of interest.</b>	<b><u>Public Officials</u></b>	<b><u>Employees</u></b>	<b><u>Agents</u></b>
<b>4</b>	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
<b>Any identified interest in Step 4 is</b>	<b><u>Public Officials – Related Party</u></b>	<b><u>Employees – Related Party</u></b>	<b><u>Agents – Related Party</u></b>

<p><b>a potential “real” conflict of interest.</b></p>			
<p><b>5</b></p>	<p>Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.</p>		
<p><b>Any identified interest in Step 5 is a potential “apparent” conflict of interest.</b></p>	<p><b><u>Public Officials</u></b></p>	<p><b><u>Employees</u></b></p>	<p><b><u>Agents</u></b></p>

COI Point of Contact: \_\_\_\_\_

Signature of COI Point of Contact: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

**EXHIBIT C****CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM****FOR OFFICIALS, EMPLOYEES, AND AGENTS**

Watauga County (“County”) has adopted a Conflict of Interest Policy (“Policy”) that governs the County’s expenditure of Federal or State Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of the County that may be involved in the selection, award, or administration of the following contract: \_\_\_\_\_ (the “Contract”). To safeguard the County’s expenditure of Federal or State Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

---

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

6. Does your current or potential employer (other than the County) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

7. Benefits to Employers

a. Does a current or potential employer (other than the County) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

b. Will a current or potential employer (other than the County) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

- c. Does a current or potential employer (other than the County) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

- d. Will a current or potential employer (other than the County) of any partner of yours receive a tangible personal benefit from this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

- 8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

- 9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

- 10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the County) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

- 11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the County) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

- 12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the County) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

**EXHIBIT D****COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT**

Watauga County (“County”) has adopted a Conflict of Interest Policy (“Policy”) that governs the County’s expenditure of Federal or State Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the County.

**Instructions for Completion**

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the County Manager and to each member of the Governing Board.

**Definitions.**

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the County) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.



<b>Step</b>			
<b>1</b>	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Subaward:</u> <hr/>	
<b>2</b>	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<b><u>Public Officials</u></b>	<b><u>Employees</u></b>	<b><u>Agents</u></b>
<b>3</b>	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$100,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
<b>Any identified interest in Step 3 is a potential “real” conflict of interest.</b>	<b><u>Public Officials</u></b>	<b><u>Employees</u></b>	<b><u>Agents</u></b>
<b>4</b>	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$100,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
<b>Any identified</b>	<b><u>Public Officials – Related Party</u></b>	<b><u>Employees – Related Party</u></b>	<b><u>Agents – Related Party</u></b>

<p><b>interest in Step 4 is a potential “real” conflict of interest.</b></p>			
<p><b>5</b></p>	<p>Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.</p>		
<p><b>Any identified interest in Step 5 is a potential “apparent” conflict of interest.</b></p>	<p><b><u>Public Officials</u></b></p>	<p><b><u>Employees</u></b></p>	<p><b><u>Agents</u></b></p>

COI Point of Contact: \_\_\_\_\_

Signature of COI Point of Contact: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

**EXHIBIT E****SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM****FOR OFFICIALS, EMPLOYEES, AND AGENTS**

Watauga County has adopted a Conflict of Interest Policy ("*Policy*") that governs the County's expenditure of Federal **or State** Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the County that may be involved in the selection, award, or administration of the following subaward: \_\_\_\_\_ (the "*Subaward*"). To safeguard County's expenditure of Federal **or State** Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

---

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

6. Does your current or potential employer (other than the County) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

7. Benefits to Employers

a. Does a current or potential employer (other than the County) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

- b. Will a current or potential employer (other than the County) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

- c. Does a current or potential employer (other than the County) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

- d. Will a current or potential employer (other than the County) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

- 8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

- 9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

---

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the County) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the County) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the County) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unsure: \_\_\_\_\_

If the answer is Yes or Unsure, please explain:

\_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Employer \_\_\_\_\_

Job Title: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

**AGENDA ITEM 9:**

**REQUEST FOR ACCEPTANCE OF FY 2024 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) GRANT/CONTRACT**

**MANAGER’S COMMENTS:**

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept a Medicare Improvements for Patients and Providers Act (MIPPA) Grant from the Seniors' Health Insurance Information Program (SHIIP). The grant is in the amount of \$3,796 with no local match required.

Action is required to accept the MIPPA Grant in the amount of \$3,796 to expand low income subsidy outreach and supplies.



# Watauga County Project on Aging

132 Poplar Grove Connector, Suite A • Boone, North Carolina 28607

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto:angie.boitnotte@watgov.org)

Telephone 828-265-8090 Fax 828-264-2060 TTY 1-800-735-2962 Voice 1-800-735-8262 or 711

## MEMORANDUM

**TO:** Deron Geouque, County Manager

**FROM:** Angie Boitnotte, Director

**DATE:** January 31, 2024

**SUBJ:** Request for Board of Commissioners' Consideration – Acceptance of the FY24 MIPPA Grant/Contract

The Project on Aging is eligible to receive a MIPPA (Medicare Improvements for Patients and Providers Act) grant from the Seniors' Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant amount is \$3,796 and does not require a local match.

The funds are to be used to expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics, virtually or in person, in non-traditional locations such as dialysis centers, libraries, community drug stores, or senior housing complexes throughout the community. Remaining monies will be used for supplies and equipment for LIS outreach and education.

I recommend acceptance of these funds and will be present for questions or discussion.





**NORTH CAROLINA  
DEPARTMENT OF INSURANCE**  
MIKE CAUSEY, COMMISSIONER

## State of North Carolina

### County of Wake

**Federal Award Agency:** US Department of Health & Human Services, Administration for  
Community Living

## Grant Information

Contract Type

MIPPA Govt

CDEFA #

93.071

Federal Award Date

08/29/2023

Fiscal Year

2023-2024

Performance Period Start Date

09/01/2023

Performance Period End Date

08/31/2024

Grant Award #

2201NCMISH-01

Cost Center

16001659g23

Award Amount

\$3,796.00

Award Total Amount

\$3,796.00

## Subrecipient Information

Subrecipient Business Name

Watauga County Project on  
Aging/LE Harrill Sr Ctr

Subrecipient Address (incl. City,  
State, Zip)

814 W. King St, Rm 216 Boone, NC  
28607

Subrecipient Telephone #

(828) 265-8090

List of Required Subrecipient Statement of Work activities

1. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics, virtually or in person, during the period 9/1/2023 through 8/31/2024; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;

2. Display Monthly Prevention and Wellness Campaign Posters in your respective agency and at SHIP outreach events during the reporting period, i.e., health fairs, awareness events, etc.;
3. Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner through the STARS website; and
4. Work with the Area Agency on Aging in your area to conduct outreach events in the county.

## Subrecipient Statement of Work and Line Item Budget Information

### Attachment B - Statement of Work Items

Provide a narrative response for each question within the Statement of Work. \*

We will expand Low Income Subsidy outreach and enrollment in Watauga County by conducting at least 4 enrollment clinics during the period 9/1/2023 through 8/31/2024. We will hold these in non-traditional locations such as subsidized senior housing communities, local churches, the public library, and at scheduled meetups for our local Hispanic community.

We will display Monthly Prevention and Wellness Campaign Posters in our senior center and at outreach events and health fairs with which we will participate.

We will submit Client Counseling Contact and Public & Media Outreach forms in a timely manner through the STARS system.

We will continue to work with the High Country Area Agency On Aging to conduct outreach events in Watauga County including our upcoming Health Fair and Adult Services Expo at the county Recreation Center.

### Attachment C - Line Item Budget and Budget Narrative

All fields must be completed. Zero dollar amount is an acceptable answer. Must agree to the award amount.

<u>Contractual Amount *</u>	<u>Construction Amount *</u>
\$0.00	\$0.00
<u>Supplies Amount *</u>	<u>Equipment Amount *</u>
\$1,200.00	\$400.00
<u>Other Amount *</u>	<u>Travel Amount *</u>
\$0.00	\$50.00
<u>Personnel Amount *</u>	<u>Fringe Amount *</u>
\$2,146.00	\$0.00
<u>Award Total</u>	
\$3,796.00	

**Total Project Amount \***

\$3,796.00

**Written Description of Planned Expenditures \***

We plan to use \$1,200 in grant funds to purchase paper, ink, pens, and other supplies needed to hold events and outreach, as well as to conduct counseling and trainings. We also intend to purchase promotional items such as tote bags, pill boxes, etc. for education and outreach events.

We plan to use \$400 of grant funds to purchase equipment such as 2 portable printers and headsets to facilitate outreach events, offsite and virtually.

We plan to use \$50 of grant funds for travel reimbursement to offset fuel costs when coordinator attends offsite events and conducts community outreach.

We plan to use \$2,146 or any remaining funds for personnel salary for time spent working on SHIP required activities including Medicare counseling, volunteer coordination, trainings, media engagement, and education outreach.

**After filling out this required Statement of Work responses and Line Item Budget information:**

1. Press the **Ctrl** key and the letter **P** key at the same time. This will open a new screen to print out this information.
2. The printed document needs to be signed by your financial officer.
3. Scan the signed document so that it can be digitized for uploading.
4. Upload the signed document by pressing the "Select files" button at the Attach Pre-Audit document area shown below.

**Does your County require a pre-audit? \***

Yes

**Attach Pre-Audit document \***

Attachment C Line-Item Budget Narrative-01302024172832.pdf

**Subrecipient Reviewer (person completing the questions and budget) Decision \***

Approved - I (as the person completing the questions and budget) have completed Statement of Work and Budget Items.

**The information that you enter will get merged into the Contract document when you press the Submit button below.**

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**AGENDA ITEM 10:****BID AWARD REQUEST FOR HUMAN SERVICES BUILDING RENOVATIONS****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, recently solicited bids for renovations to the Human Services Building. Last year, the replacement of the roof and all of the HVAC units were completed. The next phase is interior renovations, including replacement of the carpet and ceiling tiles and repainting the interior as well as replacing the wallpaper.

Staff recommends the Board award the following contracts for renovation:

**Carpet**

Bonitz of Winston Salem, NC, in the amount of \$180,500. Bonitz recently completed the carpet at the Western Watauga Community Center. Their work was excellent and they completed the job ahead of schedule without any change orders.

**Ceiling Tile**

Bonitz of Winston Salem, NC, in the amount of \$121,250.

**Painting and Wallpaper**

Custom Coatings, Inc. of Hickory, NC, in the amount of \$214,650. Custom Coatings was the original painting contractor for the building when it was renovated in 1997.

Adequate funding is available and budgeted to cover these expenditures. Board action is required to award the bids for carpet and ceiling tile to Bonitz in the amount of \$180,500 and \$121,250 respectively. Further, Board action is requested to award the bid for painting and wallpaper to Custom Coatings in the amount of \$214,650.



# WATAUGA COUNTY

## MAINTENANCE DEPARTMENT

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274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430  
 Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RM*

DATE: January 26, 2024

RE: Bid Award Requests

### BACKGROUND

The Human Services Center was renovated and occupied by County offices in 1997. Since then, very few interior renovations have been done. Last year, renovations were begun starting with the replacement of the roof and all of the HVAC units. Now that the building is weathertight, staff proposes to begin interior renovations including replacement of the carpet and ceiling tiles and repainting the interior as well as replacing the wallpaper.

In December 2023 staff requested bids for carpet, tile and painting/wallpaper. Unfortunately, staff was unable to open bids on January 8, 2024, because fewer than three bids were received for each bid packet. The projects were re-advertised and a new bid date was set for January 18, 2024.

### BID RESULTS

<b>Human Services Carpet Bid 2024</b>		
<b>Bid Opening, January 18, 2024, 2:00 p.m.</b>		
<u>Vendors (NC State Contract)</u>	<u>Contact</u>	<u>Base Bid</u>
PBI Asheville, NC	Emily Sluder emilys@pbiasheville.com	\$309,060
HA Carpet Hildebran, NC	Chase Lowman hacarpetinc@gmail.com	\$199,500
Bonitz Winston Salem, NC	Scott, Cornatzer scottcornatzer@bonitz.com	\$180,500

<b>Human Services Ceiling Tile Bid 2024 Bid Opening, January 18, 2024</b>		
Mullins Company Kingsport, TN	Chris Mullins chris@millinscompany.com	\$139,900
Northwest Drywall Company Hickory, NC	Tim Thompson timt@nwd.co	\$139,000
Bonitz Winston Salem, NC	Lars Phelps larsphelps@bonitz.com	\$121,250
Greene Construction Co. Inc. Boone, NC	Eric Greene greensunlimited@gmail.com	No Bid
Houck Contracting Hickory, NC	Chad Houck Chouck7@gmail.com	No Bid

<b>Human Services Paint and Wallpaper Bid Bid Opening, January 18, 2024</b>		
Doomy Painting Winston Salem, NC	CharLee Doomy info@doomypainting.com	\$262,244
Custom Coatings Hickory, NC	Joe Brindle joe@customcoatingsinc.com	\$214,650
Southend Painting, Inc. Charlotte, NC	Todd Cahill paintmaster@yahoo.com	No Bid

## RECOMMENDATION

### Carpet

Staff recommends the bid be awarded to the low bidder, Bonitz of Winston Salem, NC, in the amount of \$180,500. Bonitz recently completed the carpet at the Western Watauga Community Center. Their work was excellent and they completed the job ahead of schedule without any change orders.

### Ceiling Tile

Staff recommends the bid be awarded to the low bidder, Bonitz of Winston Salem, NC, in the amount of \$121,250.

### Painting and Wallpaper

Staff recommends the bid be awarded to the low bidder, Custom Coatings, Inc. of Hickory, NC, in the amount of \$214,650. Custom Coatings was the original painting contractor for the building when it was renovated in 1997. Since then, Custom Coatings has successfully completed projects for the County at the Ginn House (roof coating) and the Law Enforcement Center (epoxy floor coating).

## FISCAL IMPACT

These projects were identified in the CIP several years ago, and they have been funded for FY 2023-24. All low bids came in under budget.



# WATAUGA COUNTY

## MAINTENANCE DEPARTMENT

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274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

### INVITATION TO BID (RE-ADVERTISEMENT)

Watauga County seeks bids from qualified persons or firms for floor covering replacements at the Watauga County Human Services Center, 132 Poplar Grove Road Connector, Boone, NC 28607. Bids are due at 2:00 p.m. on January 18, 2024. Bids may be hand delivered to Watauga County Building Maintenance Office, Attn: Robert Marsh, 274 Winklers Creek Road, Suite B, Boone, NC 28607 or emailed to [robert.marsh@watgov.org](mailto:robert.marsh@watgov.org). Prospective bidders may contact the Maintenance Office at 828-264-1430 or by email to [robert.marsh@watgov.org](mailto:robert.marsh@watgov.org) for more information or to schedule inspection of the worksite.

#### Scope of Work

The flooring contractor shall provide labor and materials for replacement of approximately 2,288 syds carpet, 10,000 lft vinyl baseboard and 6,620 sf of LVL. The flooring contractor shall include all flooring and stair tread removal, patching, skimming, waterproofing, installation of floor coverings and treads in the bid. The flooring system shall be complete and covered by a manufacturer's warranty.

The owner will provide a dumpster onsite for disposal of debris.

The building will be available for work seven days per week, twenty-four hours per day.

The flooring contractor shall coordinate work with other trades and shall stage work to minimize disruptions to the office operations.

The flooring contractor shall vacuum carpet and VCT and remove excess glue prior to delivery to the owner.

The flooring contractor shall coordinate repairs of all surfaces damaged by the installation of the flooring products with the painting contractor. Cost for repairs shall be paid by the flooring contractor.

The flooring contractor shall submit pay requests and sales tax reports in a manner and form acceptable to the Watauga County Finance Office.



Specifications

<u>Material</u>	<u>Manufacturer</u>	<u>Product #</u>	<u>Estimated Qty</u>
Carpet 2X2 Tile W/ XL 2000 Adhesive	Interface	Open Air 418 Granite 107045	2,288 sq yards
Carpet (entrances) 2X2 Tile 1/4 turn	Interface	SR799 104935 Granite	40 sq yards
Vinyl Tile LVL Plank	Interface	Studio Set Titanium ADO705037020202XXO	6,620 sq feet
Vinyl Baseboard 4" 1/8 RD	Johnsonite	CB-11	10,000 linear feet
Rubber Stair Treads	Roppe	#94 Raised Square, R123 Charcoal	Stair Treads 16 Risers 18 Landing 78 sq feet

Quantities are estimated and do not include waste factors. **Bidders are encouraged to visit the site and confirm all quantities of materials needed to complete the project.**

Bid Form

\_\_\_\_\_ bids \$ \_\_\_\_\_ for  
removal and installation of flooring as described in the Invitation to Bid Scope of Work.

Watauga County reserves the right to waive bid informalities and to reject any and all bids.

COUNTY OF WATAUGA

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Lauren Taylor  
Watauga County Finance Director

# Watauga County Human Services Center

132 Poplar Grove Rd Connector  
Boone, NC 28607  
ASTM F 2170  
Concrete Substrate Moisture Test

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Company: Keystone Moisture Testing Services, Inc.

Contact: Marc Daly

Phone: 704-309-6965

Email: [Mdaly@keystonemoisturetesting.com](mailto:Mdaly@keystonemoisturetesting.com)

Created: 10/26/2023 06:27

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665 Ideal Way

Charlotte, NC 28203

### Report of Relative Humidity in Concrete

Date: October 30, 2023

Name & Address of Structure:

Watauga County Human Services Center  
 969 W King Street  
 Boone, NC 28607

Floor: 1st

Slab Depth: 4"  
 Start Date: October 24, 2023  
 End Date: October 25, 2023

Test Location	Drill Depth	RH in Concrete	Air Temp °F Beg/End	Air RH % Beg/End	Internal Conc Temp °F	Surface Temp °F	pH Level
#1 See Test Plot Map For All Test Locations	1.6"	78.20%	67.3/67.9	47.8/53.7	68.3	70.1	8
#2	1.6"	89.20%	67.8/68.3	48.3/54.2	67.3	69.2	7
#3	1.6"	87.80%	68.3/67.7	52.8/55.4	64.4	65.3	5
Mean of 3 tests/1st 1000 = 85.06%							
#4	1.6"	89.80%	67.7/68.1	49.6/54.1	66	67.1	5
#5	1.6"	62.10%	70.9/69.2	44.5/54.9	70	71.6	7
#6	1.6"	87.90%	70.1/70.9	43.3/50.3	68.8	69.6	7
#7	1.6"	70.50%	70.3/69.7	43.7/51.3	67.1	66.9	8
#8	1.6"	88.00%	69.7/70.1	44.8/52.1	69	68.7	8
#9	1.6"	65.30%	71.7/70.6	42.2/51.6	69.9	69.6	7
#10	1.6"	89.20%	72.2/71.0	46.2/52.5	68	68.7	Bingo in Session
#11	1.6"	84.40%	68.9/70.1	39.0/49.0	66.3	67.1	Meeting in Progress
#12	1.6"	75.60%	70.5/70.7	44.4/49.8	70.8	73.4	7

Continued on next Page...

Page 2  
 Watauga County Human Services Center  
 Keystone Moisture Testing Services, Inc.

Test Location	Drill Depth	RH in Conc	Air Temp °F Beg/End	Air RH % Beg/End	Internal Conc Temperature °F	Surface Temp °F	pH Level
#13	1.6"	87.30%	69.9/71.0	43.8/50.1	67	67.9	7
#14	1.6"	69.70%	69.2/70.6	46/51.2	67.2	68.7	7
#15	1.6"	79.20%	71.6/71.1	42.7/52.4	71.2	72.1	7
#16	1.6"	89.70%	70.6/71.5	45.7/50.3	68.7	68	7
#17	1.6"	75.80%	71/71.4	47.5/51.4	65.4	65.1	8
#18	1.6"	75.10%	71.7/71.8	42.9/48.9	70.4	70.5	7
#19	1.6"	83.80%	72.7/72.3	41.7/49.4	71.3	70.5	8

Continued on Next Page...

Page 3

Watauga County Human Services Center  
Keystone Moisture Testing Services, Inc.

Report Prepared For: Watauga County Maintenance  
Attn: Robert Marsh  
274 Winklers Creek Road  
Suite B  
Boone, NC 28607

Make, Model: Tramex CMEXPERT II Non Destructive  
*Last Calibration: 9/28/23*

Certified Test Technician: Marc Daly IICRC Register # 129016  
704-309-6965  
mdaly@keystonemoisturetesting.com

Per scope of this work and in accordance to ASTM standards/practices and industry related standards for floor coverings and installations, from the resulting data, Keystone Moisture Testing Services, makes no verbal or implied warranties for the floor covering or installation and performance of these materials. Due to the dynamics of concrete and as cited in the current ASTM F2170, the results obtained reflect only the condition of the concrete at that time.

Moisture testing is an essential part of determining the suitability of a concrete slab to receive floor covering.

All tests must meet the allowable moisture limits.

Manufacturers of most floor covering systems require moisture testing to be performed, prior to the installation, of their products over concrete. The manufacturer determines the allowable moisture limits their system requires. The flooring contractor provides this information, however, it will typically range somewhere between 75% - 95% depending on the specific product and/or adhesive being installed.

All concrete slabs should be tested for alkalinity before installation of flooring. The pH scale runs from 0-14, with 7 being neutral. Below 7 is considered acidic while above 7 is alkaline. The typical allowable readings range from 5-9, but again, the manufacturer determines the acceptable limits for their products. In the presence of a continuing water source to the surface, alkali can continue to be carried to the surface and may affect the installation adversely. Consult with your flooring contractor to determine if any course of action is needed.

**Definitions:**

*Relative Humidity, n* - ratio of the amount of water vapor in the air compared to the amount of water vapor actually in the air, compared to the amount of water vapor required for saturation at that particular temperature and pressure, expressed as a percentage.

*Service Temperature and Relative Humidity, n* - average ambient air temperature and relative humidity that typically will be found in a building's occupied spaces during normal use.

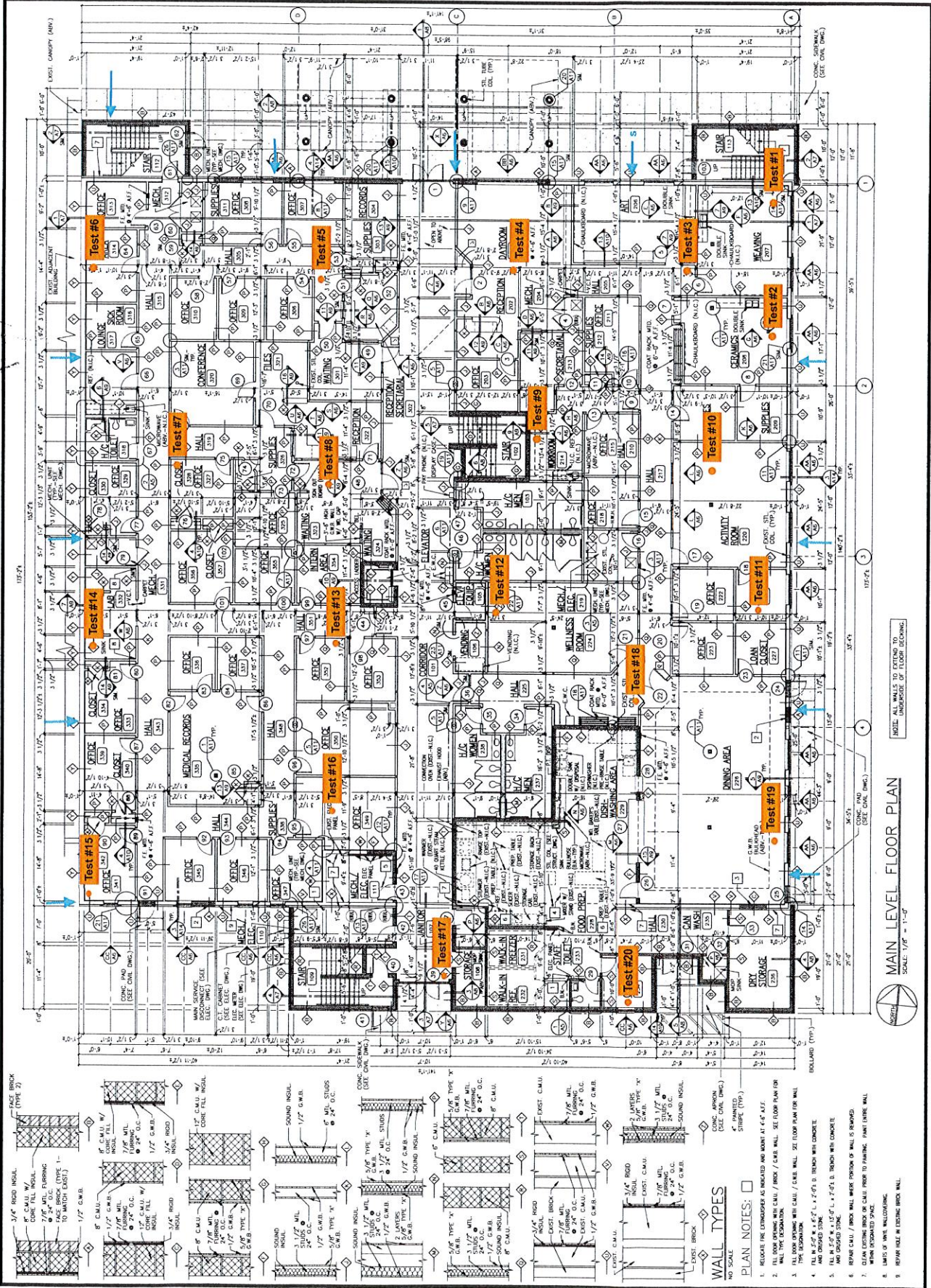
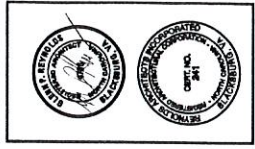
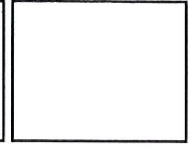
**Conditioning:**

Concrete floor slabs shall be at service temperature and service relative humidity and the occupied air space above the floor slab shall be at service temperature and service relative humidity for at least 48 hours before making relative humidity measurements in the concrete slab.

All test procedures are strictly performed to ASTM F2170-18 protocol unless otherwise noted.

Please contact us with any questions...  
Keystone Moisture Testing Services, Inc.  
Marc Daly  
O) 704-940-0469  
M) 704-309-6965  
mdaly@keystonemoisturetesting.com

Visit our website: [www.keystonemoisturetesting.com](http://www.keystonemoisturetesting.com)



MAIN LEVEL FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

Text



## WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

### INVITATION TO BID (RE-ADVERTISEMENT)

Watauga County seeks bids from qualified persons or firms for Acoustical Ceiling Panel replacement at the Watauga County Human Services Center, 132 Poplar Grove Road Connector, Boone, NC 28607. Bids are due at 2:00 p.m. on January 18, 2024. Bids may be hand delivered to Watauga County Building Maintenance Office, Attn: Robert Marsh, 274 Winklers Creek Road, Suite B, Boone, NC 28607 or emailed to [robert.marsh@watgov.org](mailto:robert.marsh@watgov.org). Prospective bidders may contact the Maintenance Office at 828-264-1430 or by email to [robert.marsh@watgov.org](mailto:robert.marsh@watgov.org) for more information or to schedule inspection of the worksite.

#### Scope of Work

The ceiling panel contractor shall provide labor and materials for replacement of approximately 39,000sf of Acoustical Ceiling tile.

The owner will provide a dumpster onsite for disposal of debris.

The building will be available for work seven days per week, twenty-four hours per day.

The ceiling tile contractor shall coordinate work with other trades and shall stage work to minimize disruptions to the office operations.

The ceiling panel contractor shall coordinate repairs of all surfaces damaged by the installation of the ceiling products with the painting contractor. Cost for repairs shall be paid by the ceiling contractor.

The ceiling panel contractor shall submit pay requests and sales tax reports in a manner and form acceptable to the Watauga County Finance Office.

Quantities are estimated and do not include waste factors. **Bidders are encouraged to visit the site and confirm all quantities of materials needed to complete the project.**

#### Specifications

Acoustical Ceiling Panel – USG Radar High-NRC/ High – CAC, Fire Rate #22111

Acoustical Ceiling Panel (Kitchen Area) – USG Lay- In Ceiling Panel #3270, USG DXL corrosion-resistant grid system to be replaced in this area.

Bid Form

\_\_\_\_\_ bids \$\_\_\_\_\_ for  
removal and installation of Acoustical Ceiling panels as described in the Invitation to Bid  
Scope of Work.

Watauga County reserves the right to waive bid informalities and to reject any and all  
bids.

COUNTY OF WATAUGA

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Lauren Taylor  
Watauga County Finance Director

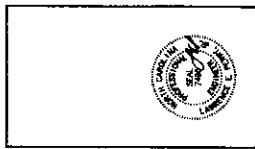


NO.	REVISED	DATE
1		08-11-10
2		08-11-10
3		08-11-10
4		08-11-10
5		08-11-10
6		08-11-10
7		08-11-10
8		08-11-10
9		08-11-10
10		08-11-10

**REYNOLDS ARCHITECTS INCORPORATED**  
 BLACKSBURG, VIRGINIA

**WATAUGA COUNTY HUMAN SERVICES CENTER**  
 RICHMOND, VIRGINIA

**MAIN LEVEL FLOOR PLAN - LIGHTING**



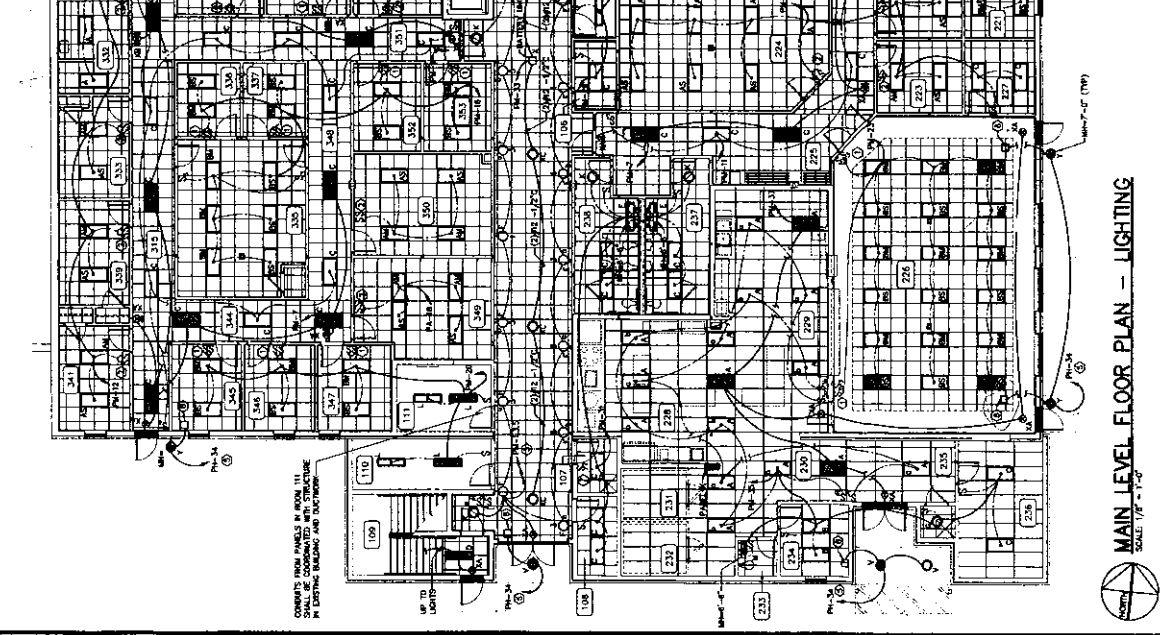
PROJECT NO.	DATE	SCALE
10000	08-11-10	1/8" = 1'-0"
DESIGNED BY	CHECKED BY	DATE
J.P.	J.P.	08-11-10
DRAWN BY	DATE	
J.P.	08-11-10	

**LAWRENCE PERRY & ASSOCIATES, INC.**  
 CONSULTING ELECTRICAL ENGINEERS  
 10000 W. HUNTERS LANE, SUITE 100  
 BLACKSBURG, VA 24050  
 PHONE: (540) 220-1111  
 FAX: (540) 220-1112

- PLAN NOTES: O**
- THE FIRST SWITCH SHALL COVER THE OUTER LAMP IN EACH THREE LAMP FIXTURE. THE SECOND SWITCH SHALL COVER THE CENTER LAMP IN EACH THREE LAMP FIXTURE. THE THIRD SWITCH SHALL CONTROL THE OUTER LAMP IN EACH FOUR LAMP FIXTURE.
  - CIRCUIT PANS TO BE 12" x 24" HOLES DAILY. PANS TO BE PREPARED AS INDICATED.
  - ALL LIGHTS ON CIRCUIT PANS ARE TO BE CONTROLLED THROUGH PHOTOCELL - SEE DETAIL ON SHEET ES.
  - COMBINE LIGHT LOCATION WITH MECHANICAL EQUIPMENT.
  - INSTALL 2 POLE SWITCH TO CONTROL LIGHT AND EXHAUST FAN. COORDINATE WITH MECHANICAL PLANS.
  - MECHANICAL UNIT ABOVE ACCESSIBLE CEILING WHERE CEILING IS INSTALLED.

- GENERAL ELECTRICAL DEMOLITION NOTES:**
- REMOVE EXISTING LIGHT FIXTURES, SWITCHES, WIRING AND CONDUIT.
  - REMOVE ALL EXISTING FIRE ALARM BELLS AND WIRING.
  - REMOVE EXISTING MECHANICAL EQUIPMENT AND WIRING FOR MECHANICAL EQUIPMENT.
  - DISCONNECT AND REMOVE SWITCHES, STARTERS AND WIRING TO MECHANICAL EQUIPMENT.
  - REMOVE EXISTING MAIN SERVICE PANEL AND ALL ASSOCIATED WIRING, WIRE BUNDLES AND TRAYS AND INTERFERE WITH CONSTRUCTION OF NEW ELECTRICAL SYSTEM. ALL WIRING TO BE REMOVED BY CONTRACTOR AND TO BE REPOSED BY CONTRACTOR.
  - REMOVE ALL CIRCUIT BREAKERS AND RELAYS AS INDICATED.
  - REMOVE EXISTING FLOOR LIGHTING, WALLS, AND LAMPS SHALL BE DEMOLISHED AND WIRING TO BE REMOVED BY CONTRACTOR.
  - REMOVE ALL EXISTING FLOOR LIGHTING, WALLS, AND LAMPS SHALL BE DEMOLISHED AND WIRING TO BE REMOVED BY CONTRACTOR.
  - REMOVE ALL EXISTING FLOOR LIGHTING, WALLS, AND LAMPS SHALL BE DEMOLISHED AND WIRING TO BE REMOVED BY CONTRACTOR.

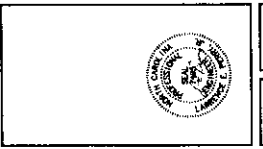
- GENERAL SEISMIC RESTRAINT NOTES:**
- The Electrical Contractor shall be responsible for providing restraints to control the movement of electrical equipment and wiring. All electrical equipment shall be secured to the structure in accordance with the requirements of the International Building Code and the applicable code book. The contractor shall verify coordination with the Building Code and the applicable code book. The contractor shall be responsible for providing restraints to control the movement of electrical equipment and wiring. All electrical equipment shall be secured to the structure in accordance with the requirements of the International Building Code and the applicable code book. The contractor shall verify coordination with the Building Code and the applicable code book.



**MAIN LEVEL FLOOR PLAN - LIGHTING**  
 SCALE: 1/8" = 1'-0"

**REYNOLDS ARCHITECTS INCORPORATED**  
 BLACKSBURG, VIRGINIA

**WATAUGA COUNTY HUMAN SERVICES CENTER**  
 SECOND FLOOR LIGHTING  
 UPPER LEVEL FLOOR PLAN -

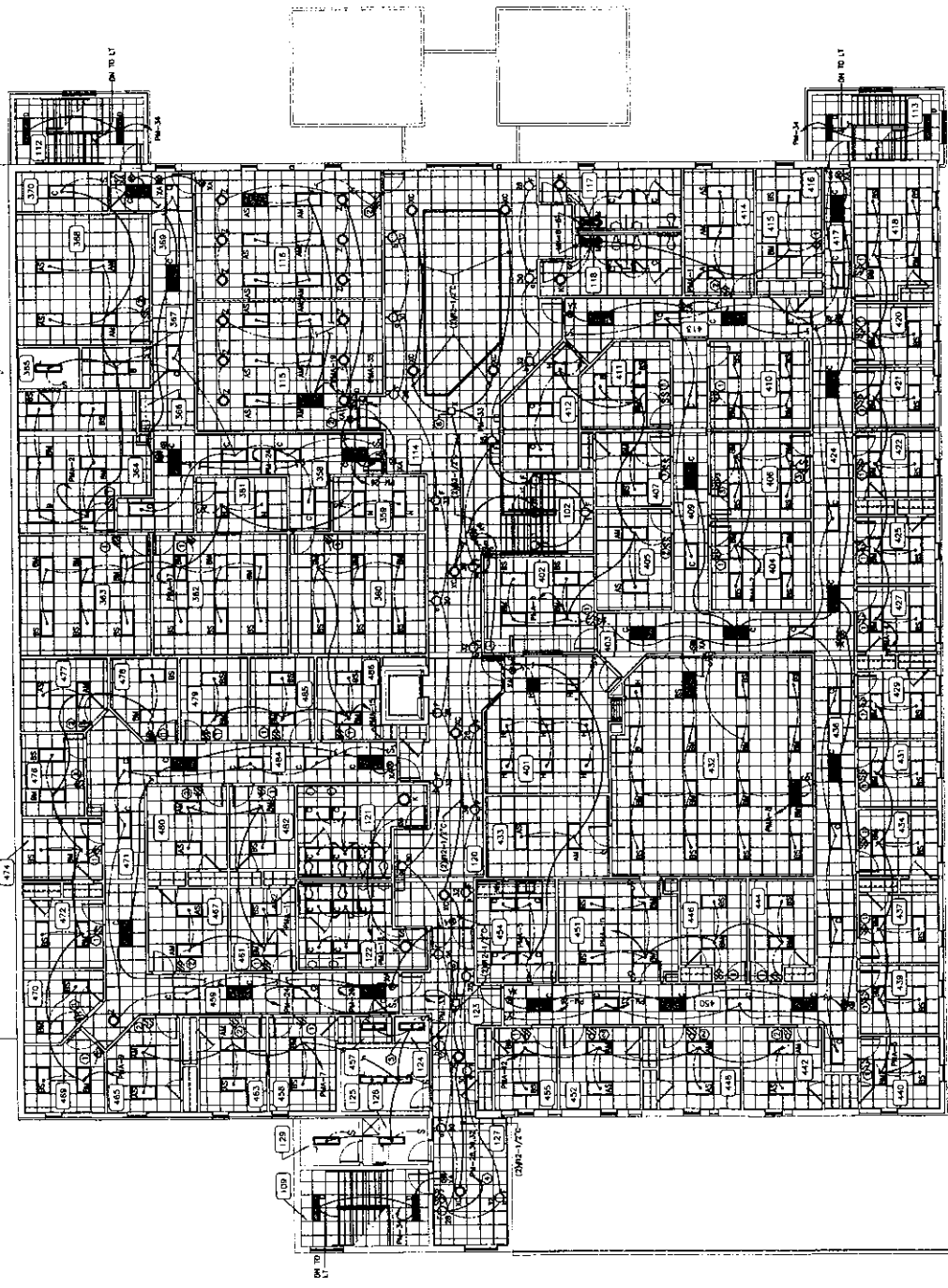


NO.	REVISIONS	DATE

**LAWRENCE PERRY & ASSOCIATES, INC.**  
 ARCHITECTS  
 1000 W. MARKET ST., SUITE 100  
 CHARLOTTE, NC 28202  
 PHONE: 704.375.1100  
 FAX: 704.375.1101  
 WWW: www.lpa.com

**PLAN NOTES:**

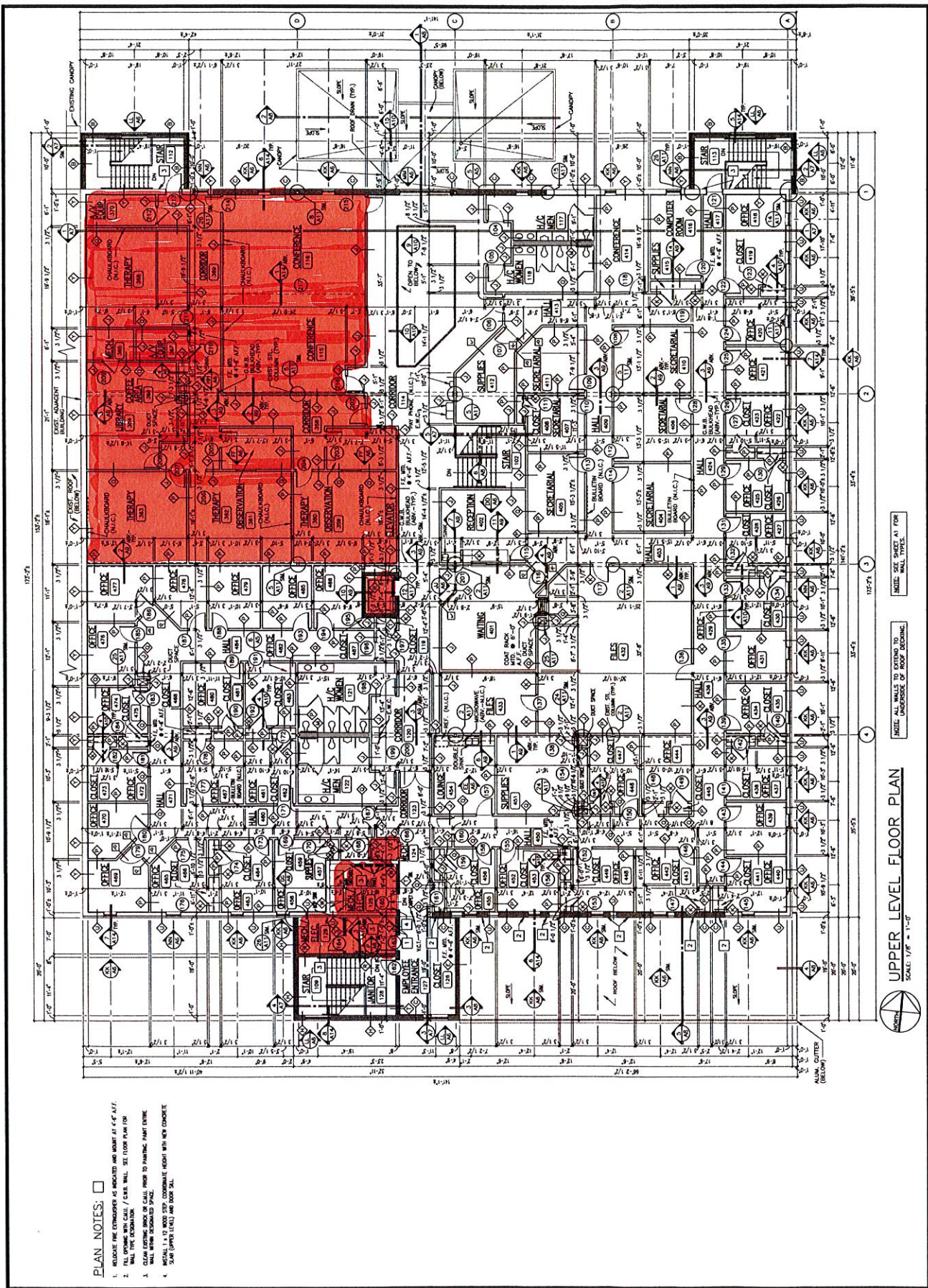
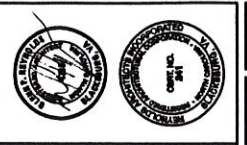
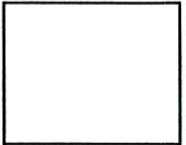
1. THE FIRST SWITCH SHALL CONTROL THE OUTER LAMP IN EACH THREE LAMP IN EACH THREE LAMP FIXTURE.
2. THE FIRST SWITCH SHALL CONTROL THE TWO OUTER LAMP IN EACH OUTER LAMP IN EACH FOUR LAMP FIXTURE.
3. THE FIRST THREE-WAY SWITCH SHALL CONTROL THE OUTER LAMP IN EACH THREE LAMP FIXTURE. THE SECOND THREE-WAY SWITCH SHALL CONTROL THE OUTER LAMP IN EACH FOUR LAMP FIXTURE.
4. CIRCUIT SHALL BE 120V, 20 AMPERES, SINGLE CIRCUIT, 90-20, 20.
5. COORDINATE LIGHT LOCATION WITH MECHANICAL EQUIPMENT.
6. EMERGENCY BATTERY UNIT ABOVE CEILING.



SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ACTUAL LOCATION OF ALL FIXTURES.

**UPPER LEVEL FLOOR PLAN - LIGHTING**  
 SCALE: 1/8" = 1'-0"





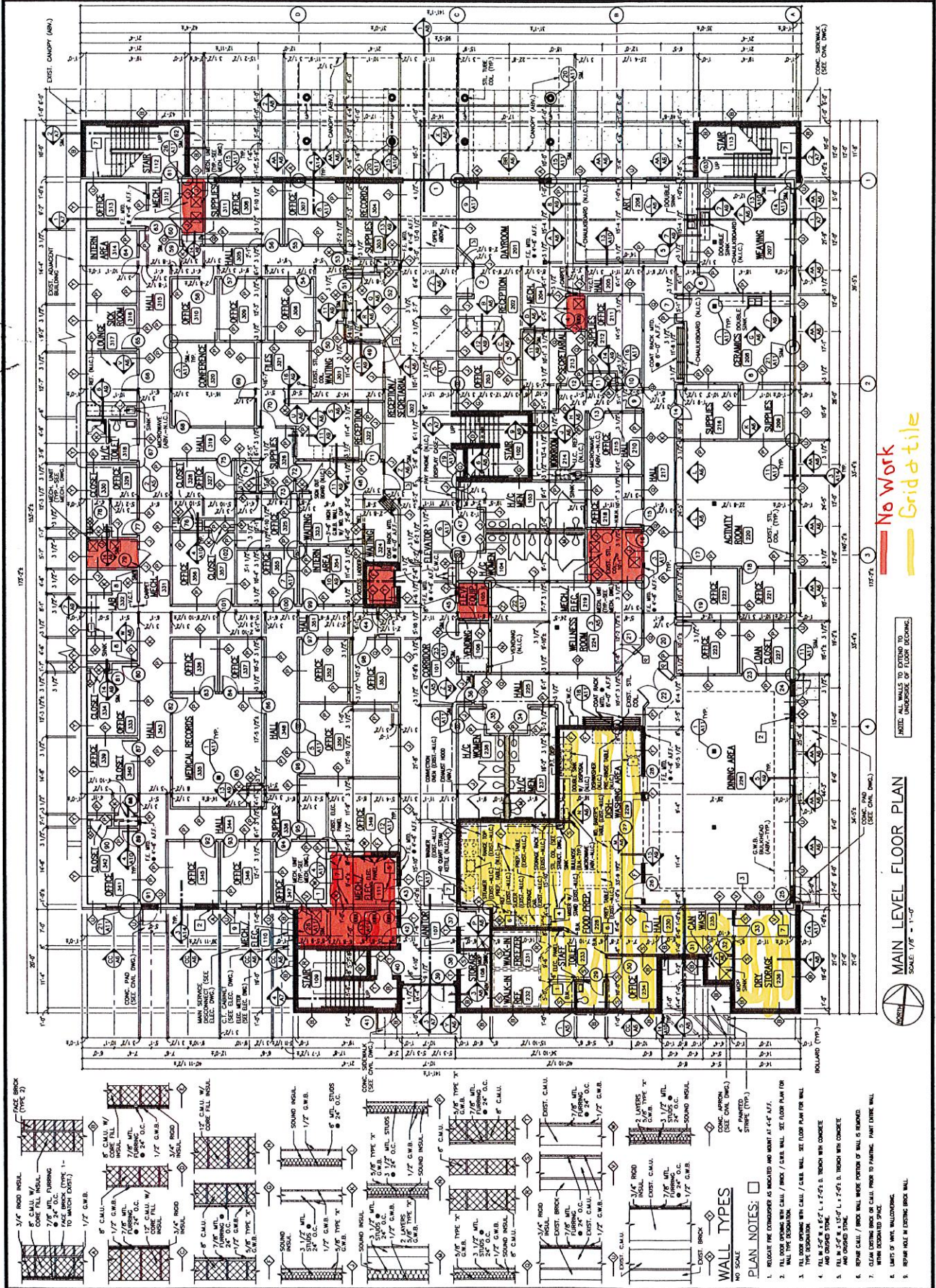
- PLAN NOTES:**
1. INCLUDE THE EXTRUSION AS INDICATED AND MOUNT AT 4'-6" A.F.T.
  2. FILL OPENING WITH CELL / CELL WALL. SEE FLOOR PLAN FOR FILL TYPE. EXCEPT WHERE SHOWN OTHERWISE.
  3. WALL WITH EXPOSED SPACE. REFER TO FINISH PART NOTE.
  4. METALS 1-1 TO 3000 STEP. COORDINATE HEIGHT WITH W/C CONCRETE SLAB (UPPER LEVEL) AND DOOR SILL.

NOTE: SEE SHEET AT FOR WALL TYPES.

NOTE: ALL WALLS TO EXTEND TO UNFINISHED OF ROOF DECKING.

**UPPER LEVEL FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"





No Work  
 Grid + tile

EXIST. WALLS TO REMAIN  
 PROPOSED WALLS TO BE REMOVED

MAIN LEVEL FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



- WALL TYPES**
- 1. 3/4" ROOF INSUL.
  - 2. 1/2" G.W.B.
  - 3. 1/2" MTL. FLOORING
  - 4. 1/2" MTL. FLOORING
  - 5. 1/2" MTL. FLOORING
  - 6. 1/2" MTL. FLOORING
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  - 98. 1/2" MTL. FLOORING
  - 99. 1/2" MTL. FLOORING
  - 100. 1/2" MTL. FLOORING
- PLAN NOTES:**
1. RELOCATE THE COMPARTMENT AS SHOWN AND WANT AT 4' 6" L.F.
  2. FULL BODY PARTITION WALL / BRICK / G.W.B. WALL. SET FLOOR PLAN FOR THIS DEPARTION.
  3. FULL BODY PARTITION WITH G.W.B. / G.W.B. WALL. SET FLOOR PLAN FOR THIS DEPARTION.
  4. FULL BODY PARTITION WITH G.W.B. / G.W.B. WALL. SET FLOOR PLAN FOR THIS DEPARTION.
  5. REPAIR CALL / BRICK WALL WHERE PORTION OF WALL IS REMOVED. AND REPAIR STONE.
  6. REPAIR CALL / BRICK WALL WHERE PORTION OF WALL IS REMOVED. WITH REPAIRING STONE.
  7. CLEAN EXISTING BRICK OR CALL. REPAIR TO PAINTING. PAINT EXIST. WALL WITH REPAIRING STONE.
  8. REPAIR ROOF IN EXISTING BRICK WALL.



# WATAUGA COUNTY

## MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430

Fax (828) 264-1473

### **BID RE-ADVERTISEMENT FOR HUMAN SERVICES INTERIOR PAINTING**

Watauga County seeks bids from qualified persons or firms interested in submitting quotes for the interior repainting and wallpapering of the Human Services Center located at 132 Poplar Grove Road Connector, Boone, NC 28607. The scope of work includes repainting of all existing painted walls, door frames, handrails and repapering of all existing wallpapered surfaces. The building is 42,714 square feet of fully occupied Department of Social Services, Project on Aging and Mental Health offices. Work must be staged to avoid disruption of business operations. Electronic copies of plans and specifications are available upon request. Bids shall be submitted via email to [robert.marsh@watgov.org](mailto:robert.marsh@watgov.org) or delivered by hand to Watauga County Maintenance Department, Attn: Robert Marsh, 274 Winklers Creek Road, Suite B, Boone, NC 28607 by 2:00 p.m. on January 18, 2024. Please send your questions concerning this Bid Advertisement to [robert.marsh@watgov.org](mailto:robert.marsh@watgov.org) or call Watauga County Maintenance at 828-264-1430.

### BID FORM

Project: Watauga County Human Services Center interior painting and wallpaper installation

Location: 132 Poplar Grove Road Connector, Boone, NC 28607

#### Scope of Work

Painted GWB Interior Walls: Patch defects, sand smooth and prime. Apply two finish coats of Sherwin Williams Pro Mar 400 Semi-Gloss or equivalent product. Color selected is Kestral White.

Metal Frames, pickets and handrail: Degrease and degloss. Paint with two coats of Sherwin Williams Pro Industrial Gloss Acrylic Latex Trim Enamel or equivalent.

Wallpaper Covered Interior Walls: Strip existing 54" vinyl wallcovering. Patch defects in GWB and prime. Install Koroseal, SC Spellbound, #8823-71.

CMU Kitchen Walls: Clean, degrease and prepare CMU wall to accept Sherwin Williams Pro Industrial Pre-Catalyzed waterborne epoxy finish.

Contractor shall phase project to minimize disruptions to office activities.

Building will be made available for work seven days per week, twenty-four hours per day.

Contractor shall provide all labor, paint, wallpaper and other materials to complete the scope of work.

Owner will move furniture and wall hangings prior to commencement of the work in coordination with the contractor's schedule.

The contractor shall begin work within 60 days of receiving a "Notice to Proceed".

The contractor shall submit pay request and sales tax reports in a manner acceptable to the Watauga County Finance Office.

All interior walls in the Human Services building are included in this scope of work except rooms: 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 115, 116, 125, 129, 331, 105, 111, 110, 204 and 219.

\_\_\_\_\_ bids \$ \_\_\_\_\_  
for supplying all labor and materials for completing the Scope of Work detailed on this Bid Form.

Watauga County reserves the right to reject any or all bids.

COUNTY OF WATAUGA

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

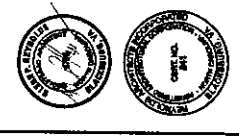
Title: \_\_\_\_\_

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

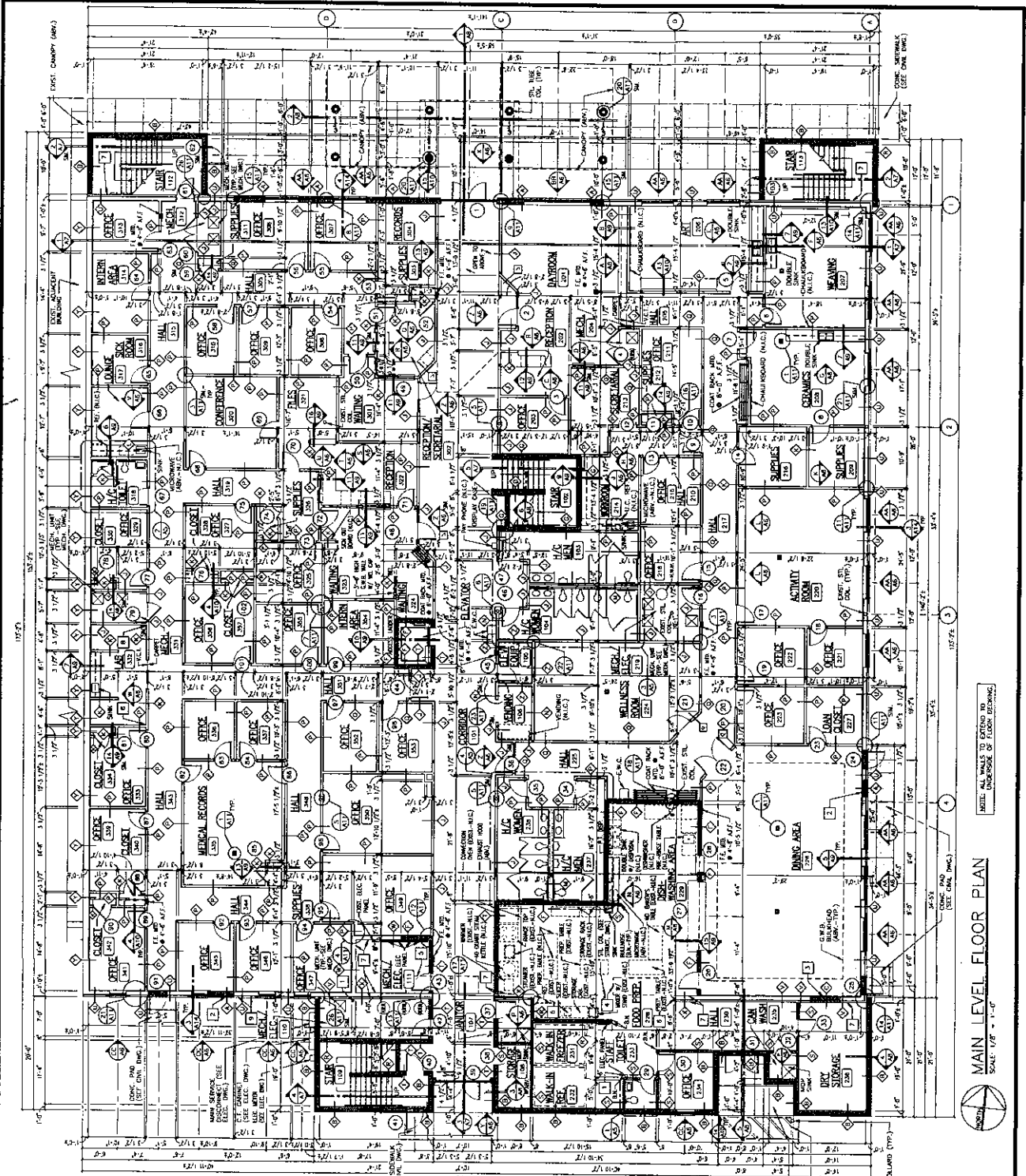
\_\_\_\_\_  
Lauren Taylor  
Watauga County Finance Director

**REYNOLDS ARCHITECTS INCORPORATED**  
 1000 N. W. 10TH AVENUE, SUITE 1000  
 BLACKSBURG, VIRGINIA 24050  
 PHONE: 540-221-1111  
 FAX: 540-221-1112

WATAUGA COUNTY HUMAN SERVICES CENTER  
 BOOKS, NIGHTS, COOKING  
 MAIN LEVEL FLOOR PLAN, WALL TYPES  
 AND NOTES



NO.	REVISIONS	DATE



MAIN LEVEL FLOOR PLAN  
 SCALE 1/8" = 1'-0"

NOTE: ALL WALLS TO EXIST TO MATCH EXISTING FLOOR FINISHES.

**WALL TYPES**

PLAN NOTES:

1. RETAIN THE CONCRETE AS INDICATED AND REPAIR AT 4-5" MIN.
2. FULL BODY BRICK WITH CAU / BRICK / CAU WALL SET FLOOR FINISH FOR WALL TYPE REBATHING.
3. FULL BODY BRICK WITH CAU / CAB WALL. SEE FLOOR PLAN FOR WALL TYPE REBATHING.
4. FULL BODY BRICK WITH CAU / CAB WALL. SEE FLOOR PLAN FOR WALL TYPE REBATHING.
5. FULL BODY BRICK WITH CAU / CAB WALL. SEE FLOOR PLAN FOR WALL TYPE REBATHING.
6. REPAIR CAU / BRICK WALL MORE PORTION OF WALL TO REPAIR.
7. CLEAN EXISTING BRICK OF CAU. REPAIR TO FINISH. PAINT FINISH WALL WITH EXISTING PAINT.
8. FINISH OF WALL VOUCHERING.
9. REPAIR HOLE IN EXISTING BRICK WALL.

**WALL TYPES**

- 1. 3/4" BRICK INSUL. CORE FILL INSUL. FACE BRICK (TYPE 1) - 10 BRICK (100')
- 2. 3/4" BRICK INSUL. CORE FILL INSUL. FACE BRICK (TYPE 2)
- 3. 3/4" BRICK INSUL. CORE FILL INSUL. FACE BRICK (TYPE 3)
- 4. 3/4" BRICK INSUL. CORE FILL INSUL. FACE BRICK (TYPE 4)
- 5. 3/4" BRICK INSUL. CORE FILL INSUL. FACE BRICK (TYPE 5)
- 6. 3/4" BRICK INSUL. CORE FILL INSUL. FACE BRICK (TYPE 6)
- 7. 3/4" BRICK INSUL. CORE FILL INSUL. FACE BRICK (TYPE 7)
- 8. 3/4" BRICK INSUL. CORE FILL INSUL. FACE BRICK (TYPE 8)
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- 99. 3/4" BRICK INSUL. CORE FILL INSUL. FACE BRICK (TYPE 99)
- 100. 3/4" BRICK INSUL. CORE FILL INSUL. FACE BRICK (TYPE 100)

NO.	REVISIONS	DATE

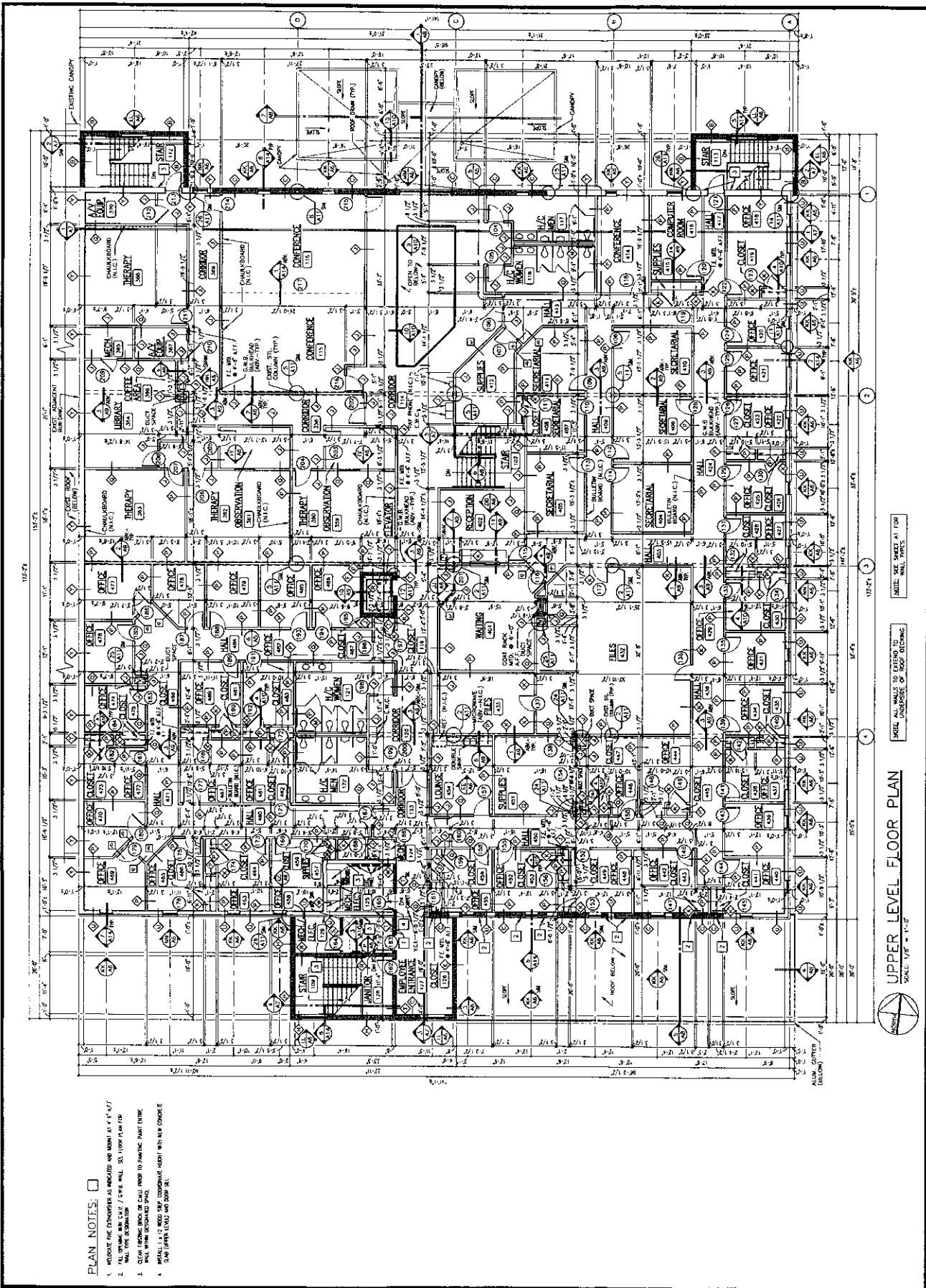


WATAUGA COUNTY HUMAN SERVICES CENTER  
 10000 NORTH COLUMBIA  
 BLACKSBURG, VIRGINIA

REYNOLDS ARCHITECTS INCORPORATED  
 10000 NORTH COLUMBIA  
 BLACKSBURG, VIRGINIA

PROJECT NO.	10000
DATE	10-1-88
DESIGNED BY	
CHECKED BY	
PROJECT NO.	10000
DATE	10-1-88

Meeting



- PLAN NOTES:**
1. INDICATE THE DIMENSIONS AS INDICATED OR MARKED ON DRAWING AT 1/8" = 1'-0"
  2. WALL TYPE: CONCRETE / GYPSUM WALL, 30" TYPICAL FOR THE WALL TYPE INDICATED
  3. CLEAR FLOORING, DOOR OR CALL ROOM TO ADJACENT PART DIVINE WALL WITH UNFINISHED BRICK
  4. METAL 1/2" X 1/2" RODS SHIP. COORDINATE HEIGHT WITH NEW CONCRETE SLAB (CHECK LOCAL CODES)

MAIL ALL WALLS TO EXTEND TO UNDERSIDE OF ROOF DECKING

MAIL ALL WALLS TO EXTEND TO UNDERSIDE OF ROOF DECKING



SCALE: 1/8" = 1'-0"

UPPER LEVEL FLOOR PLAN





# PROPOSAL

3480 Myer Lee Dr  
Winston Salem, NC 27101

Phone: 336.464.9165 Fax: 336.464.9189

Proposal Number

SUBMITTED TO:

PROJECT:

Date: 1.17.24

WATAGUA COUNTY

Watauga County Human Services Center

Attn: ROBERT MARSH

PROPOSAL VALID FOR 30 DAYS FROM THIS DATE

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Addenda: \_\_\_\_\_

Furnish and Install per plans and Specs:

Date of Plans:

Product	QTY	Unit	Sell	Total
FLOORING DEMO				
ADHESIVE REMOVAL THROUGHOUT				
PATCH FOR MINOR FLOOR PREP				
CPT1: INTERFACE OPEN AIR 418 GRANITE				
CPT 2: INTERFACE SR799 GRANITE				
LVL1: INTERFACE STUDIO SET, TITANIUM				
RT1: ROPPE RUBBER TILE RAISED SQUARE, CHARCOAL				
VB1: 4" TARKETT STANDARD COVE BASE, COLOR: TBD				
RST1: 6' ROPPE RAISED SQUARE CHARCOAL TREAD ONLY PER DIEM (4 GUYS, 2 ROOMS)				
TRAVEL (4 GUYS)				

**Contract Total: \$180,500.00**

**Proposal inclusions and exclusions**

- ADDITIONAL BAGS OF PATCH TO BE BILLED @\$75/BAG INSTALLED
- SELF-LEVELING IF NECESSARY TO BE BILLED @\$85/BAG INSTALLED
- EXCLUDES CLEANING WAXING & PROTECTION
- BASED ON NORMAL WORKING HOURS
- EXCLUDES FURNITURE MOVING
- EXCLUDES DUMPSTER

**ALL QUOTES ARE SUBJECT TO CREDIT APPROVAL**

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above

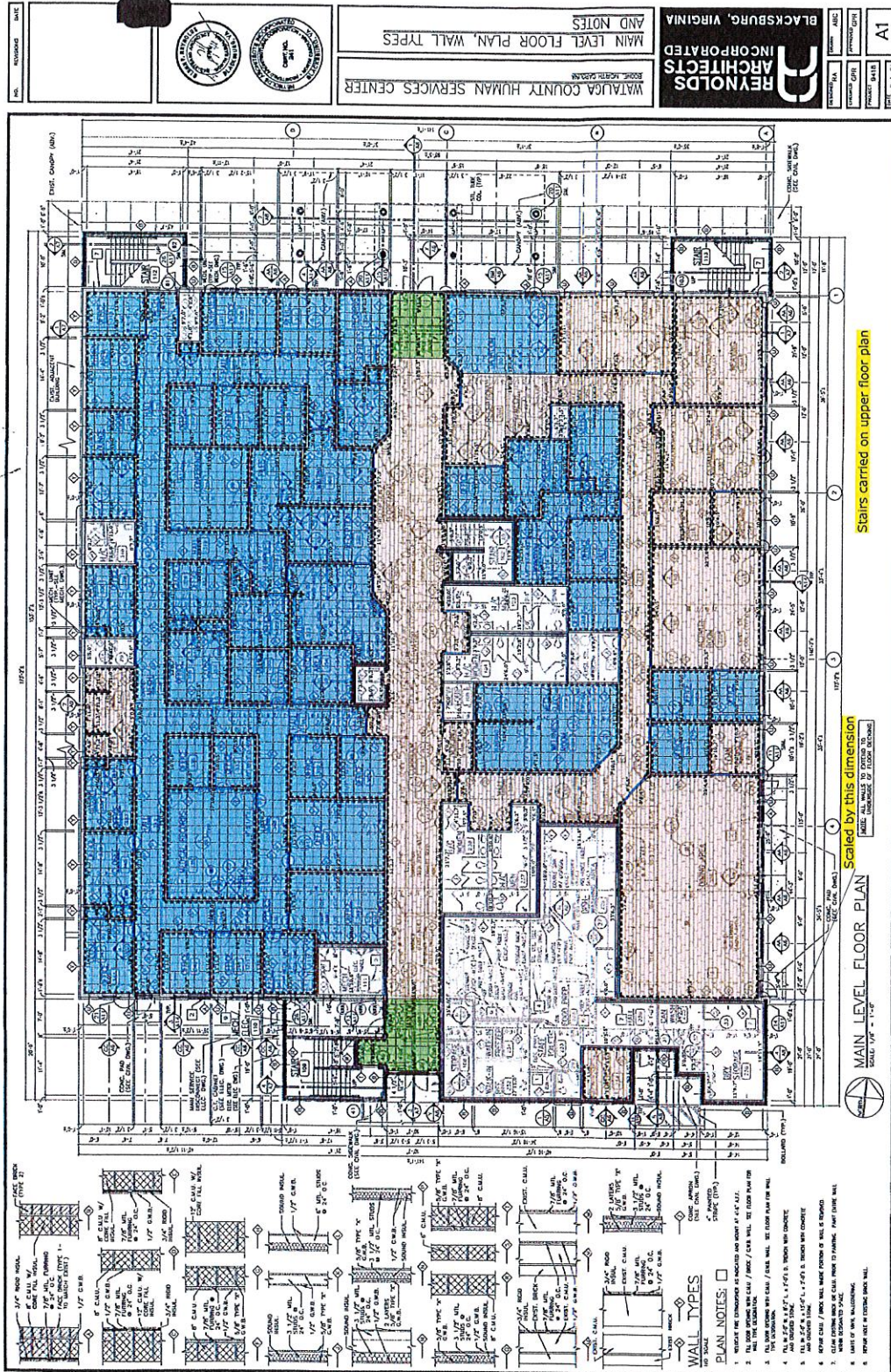
ACCEPTED BY: \_\_\_\_\_

Date: \_\_\_\_\_

[hopevanhoy@bonitz.com](mailto:hopevanhoy@bonitz.com)

Credit: Main Level Drawing 1/17

- CPT-01 19-11/16" x 19-11/16" SY
- CPT-02 19-11/16" x 19-11/16" SY
- LVL-01 9-27/32" x 39-3/8" SF
- VB-1 4" LF



Stairs carried on upper floor plan

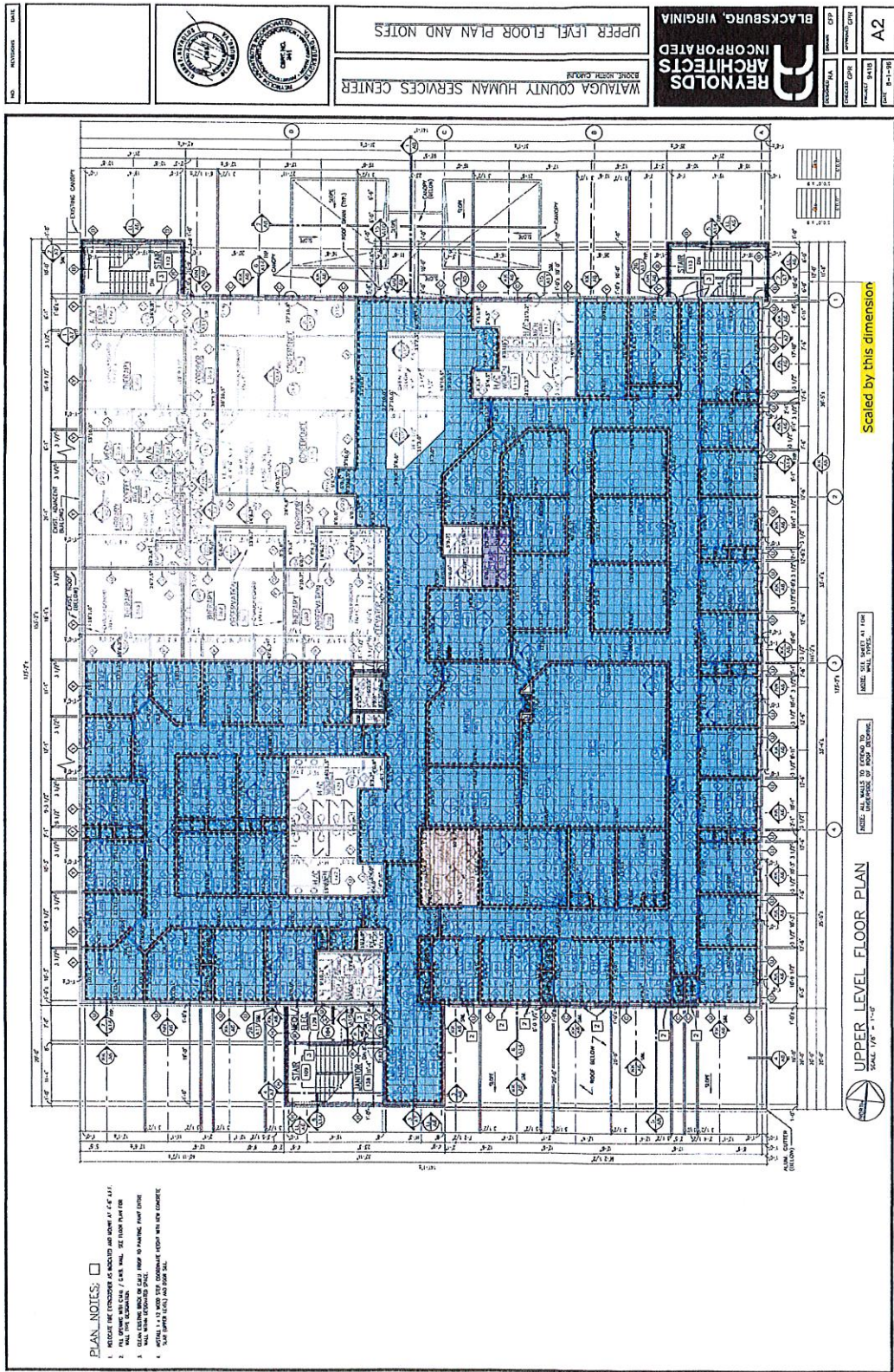
MAIN LEVEL FLOOR PLAN Scaled by this dimension  
 (SEE DIMENSION OF FLOOR AREA)

**WALL TYPES**

- PLAN NOTES:**
1. VERIFY THE CONDITIONS OF EXISTING AND ADAPT TO C.A.U.I.
  2. ALL WALLS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
  3. ALL WALLS SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.
  4. ALL WALLS SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.
  5. ALL WALLS SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.
  6. ALL WALLS SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.
  7. ALL WALLS SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.
  8. ALL WALLS SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.
  9. ALL WALLS SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.
  10. ALL WALLS SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.

Clean Upper Level Drawing 2/2

- CPT-01 19-11/16" x 19-11/16" SY
- LVL-01 9-27/32" x 39-3/8" SF
- RT-01 19-11/16" x 19-11/16" SF
- VB-1 4" LF
- RST-01: 6' EA



**PLAN NOTES:**

1. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE CENTER-TO-CENTER UNLESS NOTED OTHERWISE.
3. WALL THICKNESSES ARE AS SHOWN IN SECTION UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
5. ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
6. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
7. ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
8. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
9. ALL DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

Scaled by this dimension

UPPER LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"

WATAUGA COUNTY HUMAN SERVICES CENTER  
UPPER LEVEL FLOOR PLAN AND NOTES

**REYNOLDS ARCHITECTS INCORPORATED**  
BLACKSBURG, VIRGINIA

DATE	11-15-16
PROJECT NAME	WATAUGA COUNTY HUMAN SERVICES CENTER
PROJECT NO.	020624
DRWING NO.	A2



3480 Myer Lee Drive  
Winston Salem, NC 27101  
[www.Bonitz.com](http://www.Bonitz.com)

January 8, 2024  
Watauga County Human Services Center

Acoustical Ceiling: \$121,250

**Scope of Work:**

1. ACT-1 **New** TILE ONLY to be USG Radar High NRC / High CAC #22111  
ACT-1 **Existing** TILE to be removed by Bonitz. Existing grid to remain. Any grid repairs will be at additional cost.
  - a. Approximately – 33,450 SQFT
2. ACT-2 to be **New** 2'x4' USG Lay In #3270 in **New** USG DX 15/16<sup>th</sup> grid.  
ACT-2 **Existing** TILE and Grid to be removed by Bonitz.
  - a. Approximately – 1,850 SQFT
3. We assume we can attach directly to the ceiling above.
4. We assume we can install from a standard scaffold.
5. We assume one mobilization.
6. Broken out pricing provided for reference.
7. See accompanying takeoff for coverage reference.




**We specifically exclude the following:**

1. Any Unistrut for mounting.
2. Any Demolition.
3. Any Insulation.
4. Any wires for MEP trades.
5. No caulking.
6. Overtime, shiftwork or weekend work not stated in the above qualifications.
7. Sealing and firecaulking of the penetrations by other trades.
8. Trash removal from site.
9. Our pricing is based on mutually acceptable subcontract language.

Sincerely,  
*Lars Phelps*  
Bonitz, Inc.  
Winston Salem, NC


Contract

The attached proposal clarification must be initialed and received by our office prior to contracting. If contracting is to occur on an AIA form or other general type contract, this proposal must be made part of such contract.

-  ACT-1: USG Radar High NRC High CAC Fire Rate #22111
-  ACT-02: USG Lay In Ceiling Panel #3270 USG Grid
-  ACT-1: 2' x 4' Light
-  ACT-2: 2' x 4' Light

NO. REVISIONS DATE

DATE OF PRELIMINARY CONTRACT



WATAUGA COUNTY HUMAN SERVICES CENTER  
BOOK OFFICE BUILDING

REYNOLDS ARCHITECTS INCORPORATED  
BLACKSBURG, VIRGINIA

PROJECT NO. 2023-001  
SHEET NO. 11

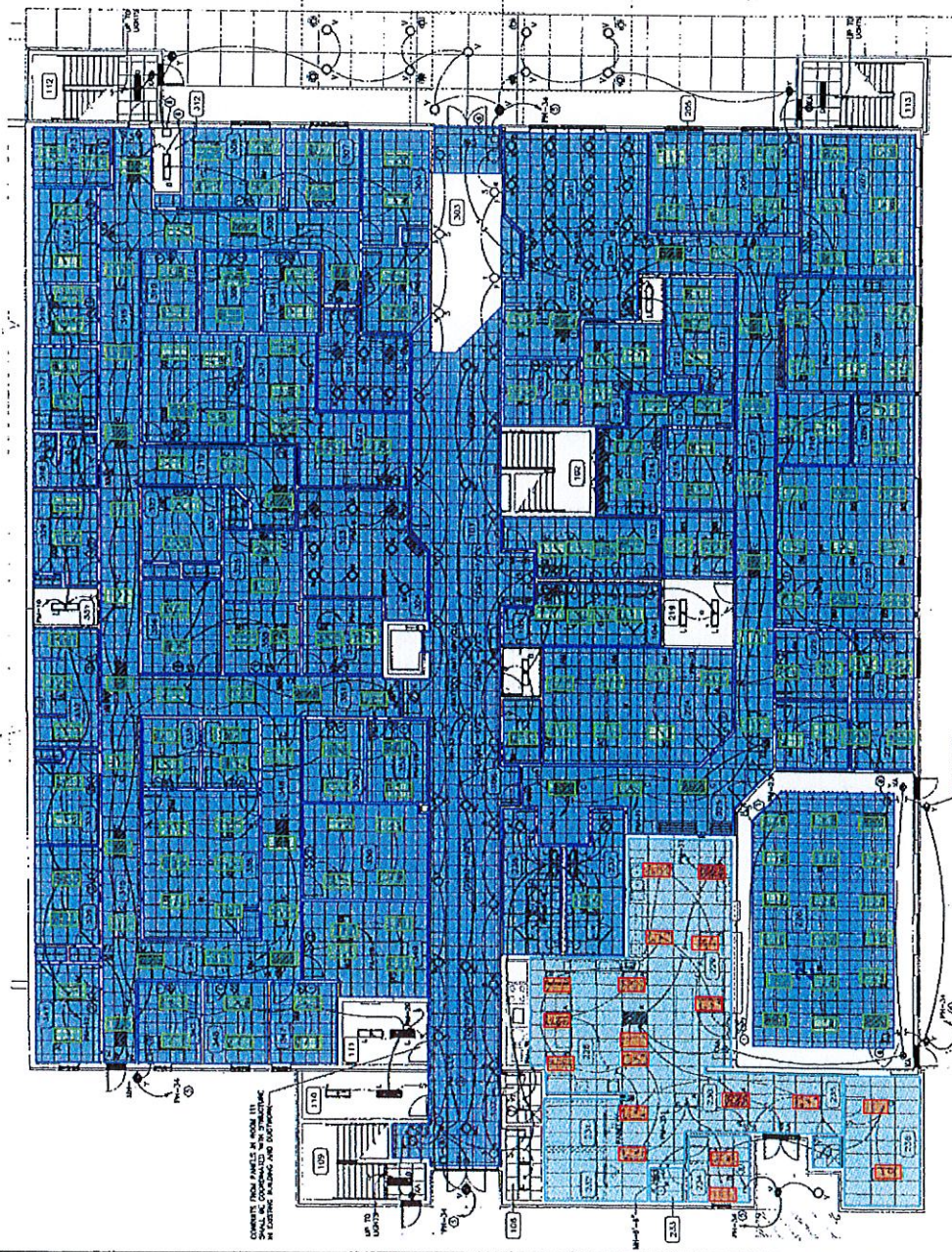
- PLAN NOTES:**
- THE FIRST SWITCH SHALL CONTROL THE OUTLET LAMP IN EACH INLET LAMP IN EACH TRUNK LAMP FIXTURE. SMALL CONTROL THE CENTER LAMP IN EACH TRUNK LAMP FIXTURE.
  - THE FIRST SWITCH SHALL CONTROL THE TWO CENTER LAMP IN EACH TRUNK LAMP FIXTURE. THE SECOND SWITCH SHALL CONTROL THE OUTLET LAMP IN EACH TRUNK LAMP FIXTURE.
  - CIRCUIT PANEL IS TO BE "ON" BY NORMAL. PANELS ARE TO BE SATISFIED AS INDICATED.
  - CONDUIT LIGHTS IN HALLWAYS AND KITCHENS ARE TO BE "ON" 24 HOURS A DAY.
  - ALL LIGHTS ON CIRCUIT #20-24 ARE TO BE CONTROLLED THROUGH PHOTOCELL - SEE DETAIL ON SHEET 10.
  - CONDUIT LIGHT LOCATION WITH MECHANICAL EQUIPMENT.
  - INSTALL 2 POLE SWITCH TO CONTROL LIGHT AND CONDUIT PANEL.
  - CONDUIT LIGHTS TO BE CONTROLLED BY PHOTOCELL.
  - CONDUIT LIGHTS TO BE CONTROLLED BY PHOTOCELL.

**GENERAL ELECTRICAL DETAIL NOTES:**

- WORK EXISTING LIGHT FIXTURES, SWITCHES, WIRING AND CONDUIT.
- WORK EXISTING CONDUITS, TRUNKS AND CONDUIT.
- WORK ALL EXISTING FIRE ALARM DEVICES AND WIRING.
- RECONNECT AND REPAIR EXISTING CIRCUIT AND WIRING FOR MECHANICAL EQUIPMENT.
- RECONNECT AND REPAIR SWITCHES, STARTERS AND WIRING TO MECHANICAL EQUIPMENT.
- RECONNECT AND REPAIR EXISTING WIRING AND CONDUIT TO MECHANICAL EQUIPMENT.
- RECONNECT AND REPAIR EXISTING WIRING AND CONDUIT TO MECHANICAL EQUIPMENT.
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- RECONNECT AND REPAIR EXISTING WIRING AND CONDUIT TO MECHANICAL EQUIPMENT.

**GENERAL SEISMIC RESTRAINT NOTES:**

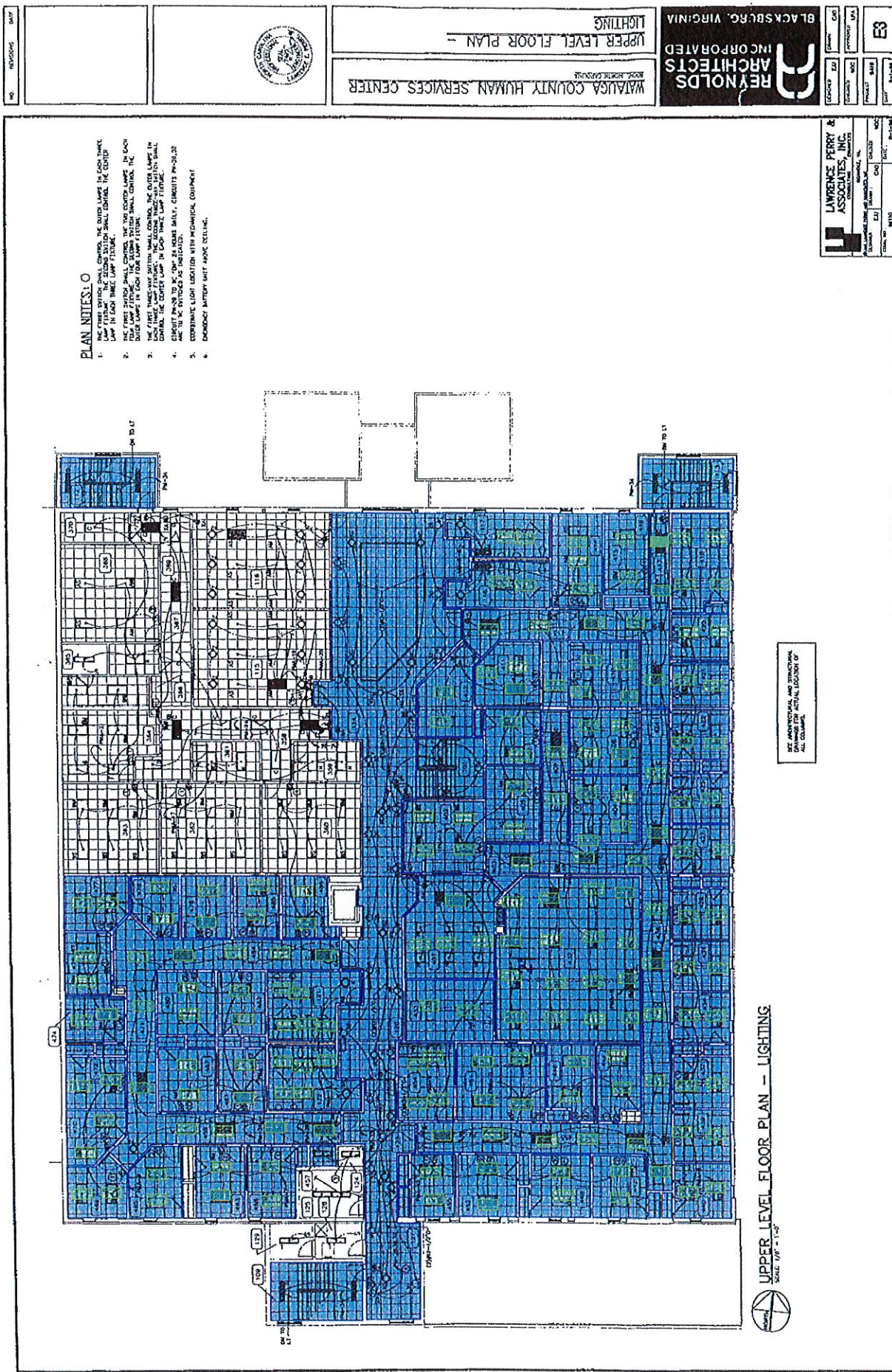
- The Electrical Contractor shall be responsible for providing restraints to secure the electrical equipment and wiring to the structural frame of the building. The contractor shall provide seismic restraints for all electrical equipment and wiring in the building. The contractor shall provide seismic restraints for all electrical equipment and wiring in the building. The contractor shall provide seismic restraints for all electrical equipment and wiring in the building.



SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ACTUAL LOCATION OF ALL FIXTURES.

**MAIN LEVEL FLOOR PLAN - LIGHTING**  
SCALE: 1/8" = 1'-0"

**LAWRENCE PERRY & ASSOCIATES, INC.**  
ARCHITECTS  
1000 N. MARKET ST.  
BLACKSBURG, VA 24060  
PHONE: 540-231-1111  
FAX: 540-231-1112  
WWW.LP&A.COM





## WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

### BID RE-ADVERTISEMENT FOR HUMAN SERVICES INTERIOR PAINTING

Watauga County seeks bids from qualified persons or firms interested in submitting quotes for the interior repainting and wallpapering of the Human Services Center located at 132 Poplar Grove Road Connector, Boone, NC 28607. The scope of work includes repainting of all existing painted walls, door frames, handrails and repapering of all existing wallpapered surfaces. The building is 42,714 square feet of fully occupied Department of Social Services, Project on Aging and Mental Health offices. Work must be staged to avoid disruption of business operations. Electronic copies of plans and specifications are available upon request. Bids shall be submitted via email to [robert.marsh@watgov.org](mailto:robert.marsh@watgov.org) or delivered by hand to Watauga County Maintenance Department, Attn: Robert Marsh, 274 Winklers Creek Road, Suite B, Boone, NC 28607 by 2:00 p.m. on January 18, 2024. Please send your questions concerning this Bid Advertisement to [robert.marsh@watgov.org](mailto:robert.marsh@watgov.org) or call Watauga County Maintenance at 828-264-1430.

#### BID FORM

Project: Watauga County Human Services Center interior painting and wallpaper installation

Location: 132 Poplar Grove Road Connector, Boone, NC 28607

#### Scope of Work

Painted GWB Interior Walls: Patch defects, sand smooth and prime. Apply two finish coats of Sherwin Williams Pro Mar 400 Semi-Gloss or equivalent product. Color selected is Kestral White.

Metal Frames, pickets and handrail: Degrease and degloss. Paint with two coats of Sherwin Williams Pro Industrial Gloss Acrylic Latex Trim Enamel or equivalent.

Wallpaper Covered Interior Walls: Strip existing 54" vinyl wallcovering. Patch defects in GWB and prime. Install Koroseal, SC Spellbound, #8823-71.

CMU Kitchen Walls: Clean, degrease and prepare CMU wall to accept Sherwin Williams Pro Industrial Pre-Catalyzed waterborne epoxy finish.

Contractor shall phase project to minimize disruptions to office activities.

Building will be made available for work seven days per week, twenty-four hours per day.

Contractor shall provide all labor, paint, wallpaper and other materials to complete the scope of work.

Owner will move furniture and wall hangings prior to commencement of the work in coordination with the contractor's schedule.

The contractor shall begin work within 60 days of receiving a "Notice to Proceed".

The contractor shall submit pay request and sales tax reports in a manner acceptable to the Watauga County Finance Office.

All interior walls in the Human Services building are included in this scope of work except rooms: 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 115, 116, 125, 129, 331, 105, 111, 110, 204 and 219.

CUSTOM COATINGS, INC bids \$ 214,650.00  
for supplying all labor and materials for completing the Scope of Work detailed on this Bid Form.

Watauga County reserves the right to reject any or all bids.

COUNTY OF WATAUGA

CONTRACTOR

By: \_\_\_\_\_

By: Joe Brinkley

Title: \_\_\_\_\_

Title: PRESIDENT

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

\_\_\_\_\_  
Lauren Taylor  
Watauga County Finance Director





**Project:** Watauga Human Services Center

**Date:** January 16, 2024

**Areas:** Painting and Wallcovering- 132 Poplar Grove Rd Connector Boone NC28607

**Proposal Number:** 24-038

This proposal includes all labor, paint materials, wallcovering materials, equipment, and supervision to complete the project as specified in the Bid Documents received from Mr. Robert Marsh and noted below.

- All new finishes will match existing- painted surfaces remain painted and existing wallcovering will be removed and new installed.
- Owner to remove all wall hangings and move furnishings as needed to allow access.
- Does not include any work in 359, 360, 361, 362, 362, 364, 365, 366, 367, 368, 369, 115, 116, 125, 129, 331, 105, 111, 110, 204, 219.

**Scope of work:**

- Painted GWB walls: Patch defects, sand smooth and paint with two coats of SW Pro Mar 400 or equal.
- Metal frames, stair pickets, railings prepare as needed and paint with two coats of SW Pro Industrial Latex enamel.
- Wallpaper- strip existing, patch defects and prime as needed. Install new wallcoverings.
- CMU Kitchen walls- clean as needed and paint with 2 coast of SW Pro Industrial Pre-catalyzed waterborne epoxy.

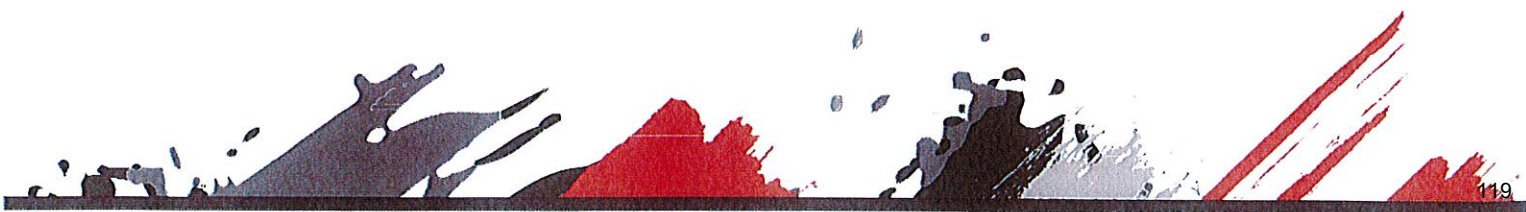
TOTAL: \$214,650.00

We look forward to working with you very soon. We are very experienced at this type of work. Our crews are very experienced at working with the public at industrial sites, factories, shopping centers, hotels, malls, and multi-family homes so they will be able to work around your clientele and keep disruption to a minimum. Please contact me at 828-326-0953 with questions and scheduling.

Joe Brindle

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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**AGENDA ITEM 11:**

**SHERIFF'S OFFICE OUT-OF-STATE TRAVEL REQUEST**

**MANAGER'S COMMENTS:**

Captain Russell, Watauga Sheriff's Office, will request the Board approve out-of-state travel for the K-9 Division to travel to Myrtle Beach South Carolina from April 9-11th, 2024. Funds are approved in the Sheriff's K-9 training budget.

Board action is required to approve the out-of-state travel.



## WATAUGA COUNTY SHERIFF'S OFFICE

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

LEN D. HAGAMAN, JR.  
SHERIFF

To: Deron Geouque

From: Captain Preston Russell

Ref: K-9 Conference out of State Request

Watauga Sheriff's Office K-9 Division is requesting board approval for out of state travel April 9-11<sup>th</sup>, 2024. This year (Hold the Line) K-9 conference will be held in Myrtle Beach South Carolina. Funds are approved in the Sheriff's K-9 training budget. K-9 Deputies are requesting per diem, and permission to take County vehicles out of State.

Respectfully,

Captain Preston Russell

A handwritten signature in black ink, appearing to be "P. Russell", written over a horizontal line.

**AGENDA ITEM 12:**

**EMERGENCY SERVICES MATTERS**

***A. Proposed Blowing Rock Fire and Rescue Contract***

**MANAGER’S COMMENTS:**

Mr. Will Holt, Emergency Services Director, will request the Board approve the contract for fire protection with Blowing Rock Fire and Rescue. The contract has a slight change from the standard contract recognizing the Town of Blowing Rock-specific request should the department cease to operate.

Board approval is required to accept the contract.



# Watauga County Emergency Services

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



***Fire Marshal ♦ Emergency Management ♦ Communications***

January 29<sup>th</sup>, 2024

**To:** Board of Commissioners

**CC:** Deron Geouque, County Manager  
Anita Fogle, Clerk to the Board

**Subject:** Blowing Rock Fire and Rescue Contract

Board of Commissioners,

Please consider the attached contract for fire protection with Blowing Rock Fire and Rescue. This contract is the same as the previously approved countywide contract with a specific clause edited in Section 10 for a Town of Blowing Rock-specific request should the department cease to operate. Commissioner approval is required to execute this contract.

Respectfully,

Will Holt  
ES Director

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Watauga County, a North Carolina political subdivision and body politic of the State of North Carolina (hereinafter “Watauga County”) and Blowing Rock Fire & Rescue., a non-profit Fire Department or unit of local government (hereinafter referred to as the “Fire Department”).

**RECITALS:**

WHEREAS, North Carolina General Statute §69-25.5 provides that the Board of County Commissioners may provide for fire protection in a fire protection district by contracting with any incorporated city or town, with any incorporated nonprofit volunteer or community fire department, or with the Department of Agriculture and Consumer Services to furnish fire protection, or by furnishing fire protection itself if the county maintains an organized fire department, or by establishing a fire department within the district, or by utilizing any two or more of the above listed methods of furnishing fire protection; and,

WHEREAS, North Carolina General Statute §153A-233 additionally provides that a county may contract for fire-fighting or prevention services with one or more incorporated Fire Departments or units of local governments, and may for these purposes appropriate funds not otherwise limited as to use by law; and

WHEREAS, the Fire Department agrees to contract with Watauga County to provide fire protection and other emergency services for all or part of the Blowing Rock Rural Fire District; and

WHEREAS, the Fire Department, if not a unit of local government, is a North Carolina nonprofit corporation organized and authorized to furnish fire protection services and other services authorized by its charter to the citizens of the Blowing Rock Rural Fire District; and

**AGREEMENT**

NOW, THEREFORE, Watauga County, and the Fire Department, in mutual consideration of the terms and conditions set forth herein, and upon the recitals set forth above, do hereby agree as follows:

**SECTION 1. USE AND AMOUNT OF SERVICE TAX LEVIED**

Watauga County will collect funds from the fire protection service and/or tax district as may be levied as provided by law. All funds levied and collected by Watauga County and paid to the Fire Department by the County shall be used solely for Fire Department operations, fire protection, and emergency services in the District and other areas of response as dispatched, and to meet the standards established by this Agreement. Watauga County will pay the approved total appropriations collected for the Fire Department in monthly payments within sixty (60) days of collecting funds, provided the Fire Department has met requirements set forth in this agreement.

## **SECTION 2. RATINGS AND SERVICE REQUIREMENTS**

The Fire Department shall at all times maintain a “9S” Public Protection Class through the North Carolina Department of Insurance, which is the current minimum standard for a rated class 9 or split 9 Fire Department in North Carolina. If the Fire Department has a Public Protection Class of 9S, the Fire Department will strive to improve and maintain their Public Protection Class whereas the Public Protection Class is a standardized measure of a Fire Department’s fire protection capabilities.

The Fire Department shall also furnish and provide continuing fire protection service to properties within the fire districts as dispatched, with the minimum equipment and personnel recommended by the North Carolina Department of Insurance.

## **SECTION 3. BOOKS AND RECORDS**

The County may inspect the financial books and records of the Fire Department at the Fire Department at a reasonable time during regular business hours of the County. The Fire Department agrees that it will supply such financial books, records, and information or verification as may be requested by the County, or the Fire Department may provide an audit or attestation statement of compliance with Watauga County Agreed-Upon Procedures performed by a third-party CPA that was completed in the last twelve months in lieu of the financial books, records, and information. The Fire Department shall maintain a written accounting system which provides adequate documentation of all its receipts, revenues, and disbursements including, but not limited to, those related to the expenditure of funds and conduct of business subject to this Agreement and the Resolution.

## **SECTION 4. COUNTY AUDITOR AND AGREED UPON PROCEDURES**

The Fire Department shall provide to the County’s Auditor no later than September 1<sup>st</sup> of each year, any and all documentation required to complete the annual “Agreed-Upon Procedures”. This documentation shall be organized in a logical fashion and is to include, but is not limited to, the following items.

1. Bank Statements, loan statements, deposits slips, check stubs, invoices, and other supporting documentation for the fiscal year requested.
2. QuickBooks or other comparable software backup or ledgers for the fiscal year requested (include password if applicable).
3. Copies of loan or lease agreements that are currently being paid.
4. Minutes of all meetings for the fiscal year requested.
5. Documentation for Certificates of Deposit or other investing activities.
6. Completion of an internal control questionnaire.
7. Bank confirmation signed by an authorized check signer.
8. Contact name and phone number.



In the event that the County's Auditors or the Fire Department's third-party CPA should document a finding with regard to compliance of this contract; or federal, state, or local laws and regulations; the Fire Department shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue. The Fire Department shall then provide periodic reports to the County on progress made in resolution of each issue.

Should the Fire Department fail to submit the required documentation to the County's Auditors, or the results of an audit from a third-party CPA that meets the criteria set forth above, within the above time period, the County may suspend all funds immediately until the audit is delivered as set forth above.

For Fire Department's that are a unit of local government, the department's compliance with that local government's policy will suffice in lieu of a separate review by the County.

### **SECTION 5. DECISION MAKING PROCESS OPEN TO PUBLIC**

The Fire Department agrees that its Board of Directors meetings will be open to the public and public notice of the date, time and place of such meetings shall be given at least annually. The Fire Department and Watauga County agree that public notice of a Board of Directors meeting called under exigent circumstances when such notice is not feasible, in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and therefore not required.

The Fire Department agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public by the time of the next Board of Directors' meeting.

Notwithstanding the Fire Department's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Fire Department agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting under the following circumstances:

- a) To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information).
- b) To discuss purchase, exchange, or lease of real property.
- c) To discuss the terms of an actual or proposed employment contract.
- d) To deal with personnel matters concerning a member and/or employee (does not include general personnel policy discussion/action).
- e) To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Fire Department, a member or employee.

- f) To make decisions on matters other than those which directly or indirectly involve public funds.

The Fire Department agrees to keep an agenda and minutes for any closed meeting or parts thereof, which shall be made available for public examination at the next Board of Directors meeting, except for minutes of closed sessions dealing with criminal matters, personnel matters or sessions concerning matters other than those that directly or indirectly involve public funds, and unless the Board decides otherwise, matters of attorney-client privilege. The Fire Department agrees that the agenda and minutes of any closed meeting or part of a meeting will meet the same standards as minutes of all public meetings and shall include a statement of the purpose of conducting the meeting in closed session.

The County and the Fire Department further agree that a “meeting” exists for purposes of this section when a majority of Board members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that response to an emergency incident or a social gathering of Board members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

#### **SECTION 6. NON-COMPLIANCE BY THE FIRE DEPARTMENT**

If the County has a reasonable belief that the Fire Department has violated any provision of this Agreement, the County will provide the Fire Department written notice of the possible noncompliance and initiate an audit to verify compliance. If the County determines that the Fire Department has failed to render the fire protection and services as provided in this Agreement or has otherwise operated in a manner that violates the provisions of this Agreement, then the County shall give the Fire Department ninety (90) days advance written notice that the funds allocated are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety (90) day period, the Fire Department makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of their responsibility to provide fire protection and emergency services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) day period, the Fire Department has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Fire Department, upon correction of the deficiencies all funds withheld and not expended for providing fire protection during the suspension period will be disbursed to the Fire Department within thirty (30) days. An exception to the ninety (90) day period may occur in instances where fiduciary malfeasance or other similar conditions exist or are suspected.

#### **SECTION 7. INSURANCE AND INDEMNIFICATION**

The Fire Department shall at all times keep in full force and effect all insurance required by law, including liability insurance on its vehicles and workers’ compensation coverage for its personnel. It is also recommended that each fire department carry errors and omissions or professional liability insurance on its officers and firefighters. Each department shall provide proof of coverage to the County and assure that each insurance policy contains provisions that assure the County receives at least 90 days prior notice from each carrier of any lapses, cancellations, denials, changes or limitations in coverage.

The Fire Department shall indemnify and save harmless Watauga County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by Watauga County which are caused by the negligence or willful misconduct of the Fire Department, its agents, or employees.

Watauga County shall indemnify and save harmless the Fire Department from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the Fire Department which are caused by the negligence or willful misconduct of Watauga County, its agents, or employees.

## **SECTION 8. TERM OF AGREEMENT**

The term of this agreement shall be for one year, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, automatically renewing each year for five years unless earlier terminated by either party in accordance with this agreement. This term is subject to the continued legal existence of the District(s) and the Fire Department.

## **SECTION 9. TERMINATION**

This Contract may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least 180 days prior to termination. This period of time may be shortened to a minimum timeframe allowing for transition of services to another provider if termination is due to actions addressed in Section 6 of this contract.

## **SECTION 10. DISSOLUTION**

Upon the dissolution of the Fire Department, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Fire Department, transfer ownership of all the assets to a trust in the name of Watauga County. For Fire Departments that serve more than one county by contract and receive compensation from both counties, Watauga County will negotiate the disposition of the remaining assets with that adjoining county prior to any transfer of ownership. Watauga County shall act as a trustee for the assets to ensure that remaining assets are used for fire protection within the district formerly protected by the dissolved Fire Department. Provided that all requirements of this Agreement are otherwise met, the parties hereto agree that the Town of Blowing Rock shall hold a right of first refusal to purchase the remaining assets held in trust by Watauga County, said assets to be held and used for the purposes provided for herein. This section does not apply to municipal fire departments, in which case the department would follow municipal policy for disposition of equipment.

## **SECTION 11. NOTICES**

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, by confirmed facsimile transmission, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Watauga County:

Mr. Deron Geouque, County Manager  
814 West King Street, Suite 205  
Boone, NC 28607  
Telephone: (828) 265-8000  
Facsimile: (828) 264-3230

If to Fire Department:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, Watauga County and Blowing Rock Fire & Rescue have executed this Agreement, the day and year first above written.

By:

\_\_\_\_\_  
Chief, \_\_\_\_\_ Fire Department

\_\_\_\_\_  
Board President, \_\_\_\_\_ Fire Department

Attest:

\_\_\_\_\_  
(SEAL)  
Secretary, \_\_\_\_\_ Fire Department

By:

\_\_\_\_\_  
Larry Turnbow, Chairman  
Watauga County Board of Commissioners

Attest:

By: \_\_\_\_\_  
Anita J. Fogle, Clerk to Board of Commissioners

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

\_\_\_\_\_  
Deron Geouque  
Watauga County Finance Officer

**AGENDA ITEM 12:**

**EMERGENCY SERVICES MATTERS**

***B. Proposed PSAP Radio Grant Agreement***

**MANAGER'S COMMENTS:**

Mr. Holt will request the Board approve the grant agreement from the North Carolina 911 Board in the amount of \$49,985.31 to purchase 6 back-up portable radios for the Communications Center. No County match is required.

Board approval is required to accept the grant from the North Carolina 911 Board in the amount of \$49,985.31.



# Watauga County Emergency Services

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



***Fire Marshal ♦ Emergency Management ♦ Communications***

January 29<sup>th</sup>, 2024

**To:** Board of Commissioners

**CC:** Deron Geouque, County Manager  
Anita Fogle, Clerk to the Board

**Subject:** PSAP Radio Grant

Board of Commissioners,

Please consider the approval of the attached grant agreement from the North Carolina 911 Board for the purpose of purchasing 6 back-up portable radios for the communications center. The grant total is \$49,985.31 and is a non-matching grant. The grant funds will be fully reimbursed to the County pursuant to the grant agreement. Commissioner approval is requested for accepting this grant.

Respectfully,

Will Holt  
ES Director

Contract No.

**AGREEMENT**

THIS AGREEMENT (the Agreement) is made effective the \_\_\_\_ day of the month of \_\_\_\_\_, 2024 by and between **Watauga County**, the **Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together “the Parties”) hereby agree to the following terms.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**Watauga County**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

By: \_\_\_\_\_

Director of Fiscal Operations

**N.C. 911 Board**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSETH:**

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to purchase portable radios for the Primary PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
  - a. Project: 2023 Portable Radio PSAP Grant.
  - b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
  - c. Executive Director: Executive Director of the 911 Board.
  - d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
  - e. Grantee: The unit of local government operating a Primary PSAP, as identified in the Grant Application, notwithstanding G.S. §143C-6-23(a)(3).
  - f. Grant Application: The Application submitted by the Grantee to request Grant Funds for the Project. The Application stated the model type and number of radios requested and the total amount of Grant Funds requested. The Grantee's Application is attached hereto as Exhibit C and incorporated herein.
  - g. Grant Funds: The amount stated in the Grant Application and authorized for award by the 911 Board.
  - h. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
  - i. Interlocal agreement: Reserved.
  - j. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.



k. **Subgrantee:** As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

l. **Unit, or unit of local government:**

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. **Scope of Project:** To purchase portable radios for the Grantee's Primary PSAP. The Grant Funds shall only be used to pay for the portions of the project that are Ineligible Costs.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports in the timeframe and using the templates contained in Exhibits A and B of this Agreement.

c. Goals and objectives and terms for meeting the same include:

1. For the Grantee's Primary PSAP, purchase the number and type of portable radios identified in its Grant Application. The Grantee and its Primary PSAP agrees it will only use the Grant Funds to purchase the portable radios selected by the Grantee's Primary PSAP on the Grant Application. The Grantee and Grantee's Primary PSAP understand and agree that they cannot use the Grant Funds for any other purpose or purchase, including selecting a different type of portable radio that was available but not selected by the Grantee in the attached Grant Application.

2. For each Board-approved seat denoted on the grant application, the Grantee's Primary PSAP will use grant funds to contract with a vendor to purchase the following:

- a. 1 portable radio (including two batteries);
- b. 2 chargers; one for the primary PSAP and backup PSAP;
- c. Programming per radio cost, ARS Encryption, and Code Plug;

- d. Training for PSAP staff on use of the new portable radios; and
  - e. Maintenance for each portable radio for the first 12 months, which will be included in the contract for sale.
3. All portable radios purchased by Grantee under this Agreement shall contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the Grantee deems appropriate to its jurisdiction.
  4. Once activated on the VIPER system, the Grantee's Primary PSAP will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall become an addendum to this executed Grant Agreement. The submission will be required prior to any reimbursement by the Board.
  5. The Grantee's Primary PSAP will keep each portable radio purchased using Grant Funds on the dispatch floor at a console exclusively for use by telecommunicators. The portable radios will not be kept elsewhere within the Primary PSAP, including supervisor offices. The radios will remain solely at the Primary PSAP and may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.
  6. The radios will be maintained exclusively for the Grantee's Primary PSAP use. Neither the Grantee nor the Grantee's Primary PSAP will share, gift, loan, or otherwise allow the use of any of the portable radios purchased under this Grant Agreement using Grant Funds by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.
  7. The Grantee agrees that it will maintain the radios exclusively for Grantee's Primary PSAP use for at least thirty-six (36) months. The Grantee and Grantee's Primary PSAP agree they will not resell, transfer, gift, or in any other manner convey the portable radios to any other entity. If the Grantee does not retain the radios on the Primary PSAP premises in accord with the terms of this Grant Agreement for at least 36 months, Grantee agrees it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.
  8. Increase operability with surrounding emergency response resources and increase redundancy and security.
  9. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

10. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.
11. Conduct thorough system(s) testing before acceptance.
  - d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.
  - e. Reserved.
  - f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.
  - g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.
  - h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.
3. Changes in the Project.
  - a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.
  - b. Any work referred to in Subsection 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.
  - c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.
  - d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.
  - e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.
4. Consolidation. Reserved.
5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2025 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Section 14; or amended by

written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time. **However, both parties agree that if the Grantee fails to place its order for the portable radios with its vendor by February 5, 2025, no extension of this Agreement will occur.**

6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases, with the entire project completed in approximately fifteen (15) months: 1) procurement and planning; 2) delivery, programming, and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Subsection 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

7. Delivery of Grant Funds. The total Grant Funds equal the amount stated in the Grant Application contained in Exhibit C of this Agreement. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee to reimburse the Grantee for its purchase after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. As stated in Subsection 2(c)(4) of this Grant Agreement, once activated on the VIPER system, the Grantee will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall be sent as a pdf file to the PSAP's assigned Regional Coordinator and shall become an addendum to this executed Grant Agreement. The Grantee agrees that it must submit the activation request form and until it does so, it shall not be reimbursed by the Board.

d. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

e. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

f. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

g. In the event Grantee breaches any of the covenants or agreements contained in this Section, or any of the representations and warranties of Sections 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

h. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

- i. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.
  - j. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.
  - k. Any costs associated with completing the project that are not eligible for reimbursement through Grant Funds, as set forth in the Grant Application, must be paid through Grantee's general funds. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application.
8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.
9. Independent Status of Grantee.
- a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.
  - b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.
10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the Grantee does not complete the project by the end of the Term of the Agreement, set forth in Section 5 of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The Grantee agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Section 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for



this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee agrees that the funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

- c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.
- d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.
- e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,
- f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

- a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.
- b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. The parties agree that Grantee failing to place an order for the portable radios by February 5, 2025, does not constitute excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to

submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Section 28 below following the agreement to mediate,
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with any of the requirements of this Agreement, including reporting requirements.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents

and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party’s confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board:           Attn: L. V. Pokey Harris, Executive Director  
   N.C. 911 Board  
   P.O. Box 17209  
   Raleigh, NC 27609

Ph: 919-754-6621  
 E-Mail: pokey.harris@nc.gov

If to Grantee:                   The PSAP Contact listed on the Grant Application, which is attached as Exhibit C. If the Contact changes, the Grantee must

notify the Board of the updated information by contacting the PSAP's assigned Regional Coordinator

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than the date specified in the grant electronic mail correspondence in which it was sent to Grantee.**

Exhibit A  
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein.
4. Interim Reports
  - a. The Grantee shall submit one copy of the interim report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator on or before 1 February 2025, using the attached template in Exhibit B.
5. Final Project Report
  - a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period using the attached template in Exhibit B.
  - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
  - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).



## Exhibit B Interim and Final Grant Report Templates

- Use the Template language for both reports.
- Both reports must be submitted on the local government's letterhead with the date of submission.
- Both reports must be signed by each of the following: 1) the PSAP manager; 2) the locality's Finance Manager; and 3) the County or City Manager.

### 1. **The Interim Report** shall be submitted no later than February 1, 2025.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The portable radios contain the VIPER Statewide required template, as defined in the State Interoperability Executive Committee's SOG.

Once activated on the VIPER system, we will submit a completed copy of the subscriber unit activation request form as a pdf to the PSAP's assigned Regional Coordinator. *If the PSAP has already submitted the information, use this alternative language:* The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

*Only applicable if the PSAP has not yet placed its radio order:* The PSAP understands that failing to place its order for radios by February 5, 2025 means that it is not entitled to an extension pursuant to Section 5 of this Grant Agreement. Therefore, the PSAP understands that if it has not met the full extent of its obligations under this Grant Agreement, it will not be reimbursed by the Board and will have to pay for any purchases made in an attempt to fulfil its obligations under Grant Agreement with general funds.

### 2. **The Final Report** shall be submitted within 45 days of completing the project.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The radios and chargers were delivered {date}. Upon delivery, the programming, ARS Encryption, and code plug were installed.

Staff was trained by the vendor on {date(s)}.

The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

The project is now complete. Final invoices were submitted on {date} or with this final report.

Exhibit C  
Grant Application

Grantee's Grant Application is attached hereto and is incorporated by reference.



## 2023 Portable Radio PSAP Grant Application

PSAP Name: Watauga County Communications

PSAP Contact Name: Will Holt

PSAP Contact Email: Will.Holt@watgov.org

PSAP Contact Phone Number: 828-264-4235

PSAP Address: 184 Hodges Gap Rd. Suite D, Boone NC 28607

Date: 8/1/2023

Number of Board-approved seats: 6

*Please double click in the cell to open the table. Once complete, close out the table to transfer data. \*\*\*The number of radios requested cannot exceed the number of Board-approved seats in the Primary PSAP.*

Types of Radio Requested	Number of Radios	Per Radio Cost	Total funds requested
Motorola APX6000 700/800mhz	0	\$5,846.15	\$0.00
Motorola APX8000 700/800mhz/VHF/UHF Multiband	6	\$8,330.89	\$49,985.34
Tait TP9400 700/800mhz/VHF/UHF Multiband	0	\$3,154.50	\$0.00
Tait TP9600 700/800mhz/VHF/UHF Multiband	0	\$3,627.75	\$0.00
EF Johnson-Kenwood VP5000 700/800mhz	0	\$2,756.66	\$0.00
EF Johnson-Kenwood VP6000 700/800mhz	0	\$3,603.71	\$0.00
EF Johnson-Kenwood VP8000 700/800mhz/ VHF/UHF Multiband	0	\$5,498.91	\$0.00

**By submitting this application, the above-named PSAP acknowledges and agrees to the following:**

This grant opportunity is available only to Primary PSAPs.

The PSAP will make direct purchase of the desired radios from the PSAP's vendor of choice. The PSAP's locality will be reimbursed for the purchase.

The Primary PSAP will be required to enter into a grant agreement with the Board upon approval of the application. The grant agreement will give the PSAP approximately 14 months to purchase the radios and complete programming and staff training.

This grant opportunity will provide the following per approved seat:

- 1 portable radio (including two batteries)
- 2 chargers; one for the primary PSAP and backup PSAP
- Programming per radio cost, ARS Encryption, and Code Plug
- Training for PSAP staff on use of the new portable radios
- Maintenance for the first 12 months

The number of awarded radios will not exceed the number of Board-approved seats.

Each portable radio must be kept on the dispatch floor at a console in order to be available for use by telecommunicators. The portable radios will not be kept elsewhere within the PSAP, including supervisor offices.

The radios may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

The radios will be maintained exclusively for the Primary's PSAP use. The PSAP will not share, gift, loan, or otherwise allow the use of any of the grant-awarded portable radios by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

The PSAP understands that the radios may be checked during PSAP assessments or Board staff visits to ensure that all Board-awarded portable radios are on premises.

All portable radios purchased through this program must contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the PSAP deems appropriate to its jurisdiction.

Once activated on the VIPER system, each PSAP must submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form will become an addendum to the executed Grant Agreement. The submission of the pdf will be required prior to any reimbursement by the Board.

The PSAP must pay for anything related to the radios that exceed the amount approved by the Board.

After the first year, the PSAP will pay for all maintenance for the radios out of its general fund. The PSAP understands that the maintenance will not be ETSF eligible.

The PSAP agrees that it will keep the radios for at least 36 months. It will not resell them or give them away to any other entity. If the PSAP does not retain the radios on the PSAP premises for at least 36 months, it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

**The applicant PSAP must email this completed application form by 5 p.m. on Friday, September 29, 2023, to [911comments@its.nc.gov](mailto:911comments@its.nc.gov)**

Board Internal Use Only:

- Regional Coordinator reviewed for accuracy.
- Financial Review Specialist reviewed for accuracy.
- Executive Director reviewed for accuracy and forward to legal counsel for preparation of Grant Agreement.

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**AGENDA ITEM 12:**

**EMERGENCY SERVICES MATTERS**

*C. Request to Surplus MCC5500 Console Positions*

**MANAGER'S COMMENTS:**

Mr. Holt will request the Board surplus 7 MCC5500 console positions. The equipment has reached its end of life cycle.

Board approval is required to surplus 7 MCC5500 console positions.



# Watauga County Emergency Services

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



***Fire Marshal ♦ Emergency Management ♦ Communications***

January 29<sup>th</sup>, 2024

**To:** Board of Commissioners

**CC:** Deron Geouque, County Manager  
Anita Fogle, Clerk to the Board

**Subject:** MCC5500 Surplus

Board of Commissioners,

Please consider my request to surplus 7 MCC5500 console positions. This equipment is out of support and no longer in production, therefore have no remaining value. These positions may be broken apart into spare parts for various North Carolina agencies that still have these positions and are unable to source parts. Initial purchase of this equipment was done with 911 surcharge fund and general fund monies. Commissioner approval is requested to surplus these positions.

Respectfully,

Will Holt  
ES Director



**AGENDA ITEM 12:**

**EMERGENCY SERVICES MATTERS**

*D. 911 Surcharge Fund Budget Amendment Request*

**MANAGER’S COMMENTS:**

Mr. Holt will request Board approval to move \$10,000 from the Emergency Telephone Surcharge Fund (ETSF) fund balance to the Fiscal Year 2024 911 budget. This move is necessary due to an increased cost in software licensing at the current back-up Public Safety Answering Point.

Board approval is required to approve the transfer from the Emergency Telephone Surcharge Fund (ETSF) fund balance.



# Watauga County Emergency Services

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



***Fire Marshal ♦ Emergency Management ♦ Communications***

January 29<sup>th</sup>, 2024

**To:** Board of Commissioners

**CC:** Deron Geouque, County Manager  
Anita Fogle, Clerk to the Board

**Subject:** 911 Surcharge Fund Budget Amendment

Board of Commissioners,

Please consider my request to move \$10,000 from the Emergency Telephone Surcharge Fund (ETSF) fund balance to the FY23 911 budget. This move is necessary due to an increased cost to software licensing at the current back-up Public Safety Answering Point. Funds are available for this purpose and Commissioner approval is requested to make this amendment.

Respectfully,

Will Holt  
ES Director

**AGENDA ITEM 12:**

**EMERGENCY SERVICES MATTERS**

*E. Fire District Change Request*

**MANAGER’S COMMENTS:**

Mr. Holt will request the Board approve the adjustment of the fire protection district for 1166 Old East Ridge Rd from Stewart Simmons to Deep Gap. The two departments agree on the change as it provides the best access and response for the citizens in this area.

Board approval is required to make the adjustment to the fire protection districts.



# Watauga County Emergency Services

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



***Fire Marshal ♦ Emergency Management ♦ Communications***

January 29<sup>th</sup>, 2024

**To:** Board of Commissioners

**CC:** Deron Geouque, County Manager  
Anita Fogle, Clerk to the Board

**Subject:** Proposed Fire District Adjustment

Board of Commissioners,

Please consider the attached letters and plat to adjust the fire protection district for 1166 Old East Ridge Rd from Stewart Simmons to Deep Gap. This change is requested based on access and the best response for the citizens in this area. Both chiefs concur with this change as noted in their letters.

Respectfully,

Will Holt  
ES Director



# Watauga County Emergency Services

184 Hodges Gap Rd, Suite D  
Boone, NC 28607  
Phone 828-264-2435  
Fax 828-265-7617



**Fire Marshal ♦ Emergency Management ♦ Communications**

January 24, 2024

Deron Geouque, Manger

Watauga County

814 West King Street

Boone, NC 28607

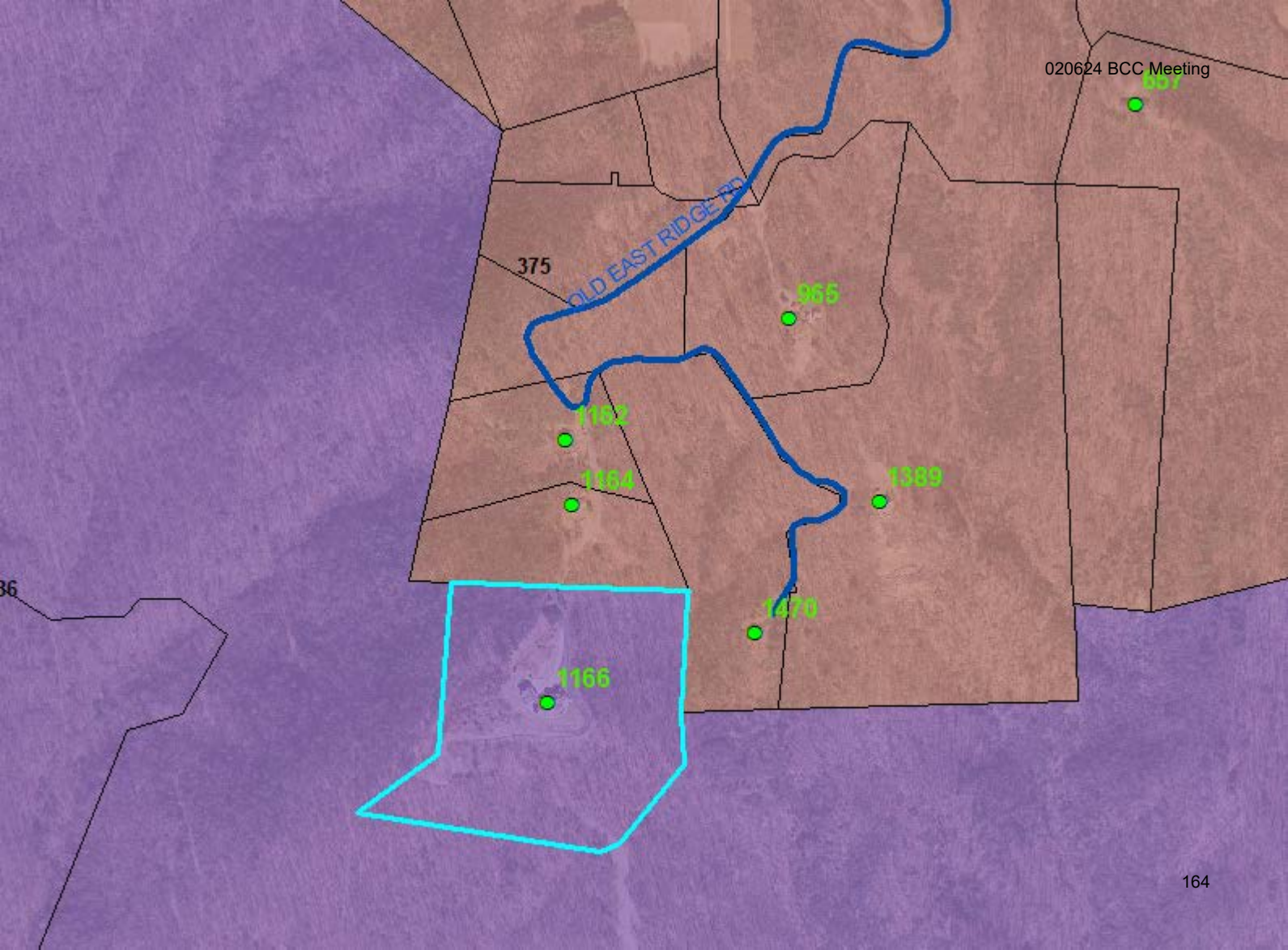
RE: Change in Fire District

The Deep Gap Fire Department and Stewart Simmons Fire Department are requesting a change with the fire district map. This in regards to the property located at 1166 Old East Ridge Road Boone NC Parcel ID 2940-78-2166-000, legal description 14.905 ac tract as described in plat book 28 page 190. The reason for this is due to access of the residence, the main driveway is located in the Deep Gap fire department area. The requested change is to move this one parcel from the Stewart Simmons Fire area to the Deep Gap Fire area.

Sincerely,

Doug Berry Fire Chief Stewart Simmons Fire

Seth Norris Fire Chief Deep Gap Fire



020624 BCC Meeting

375

OLD EAST RIDGE RD

1162

1164

1166

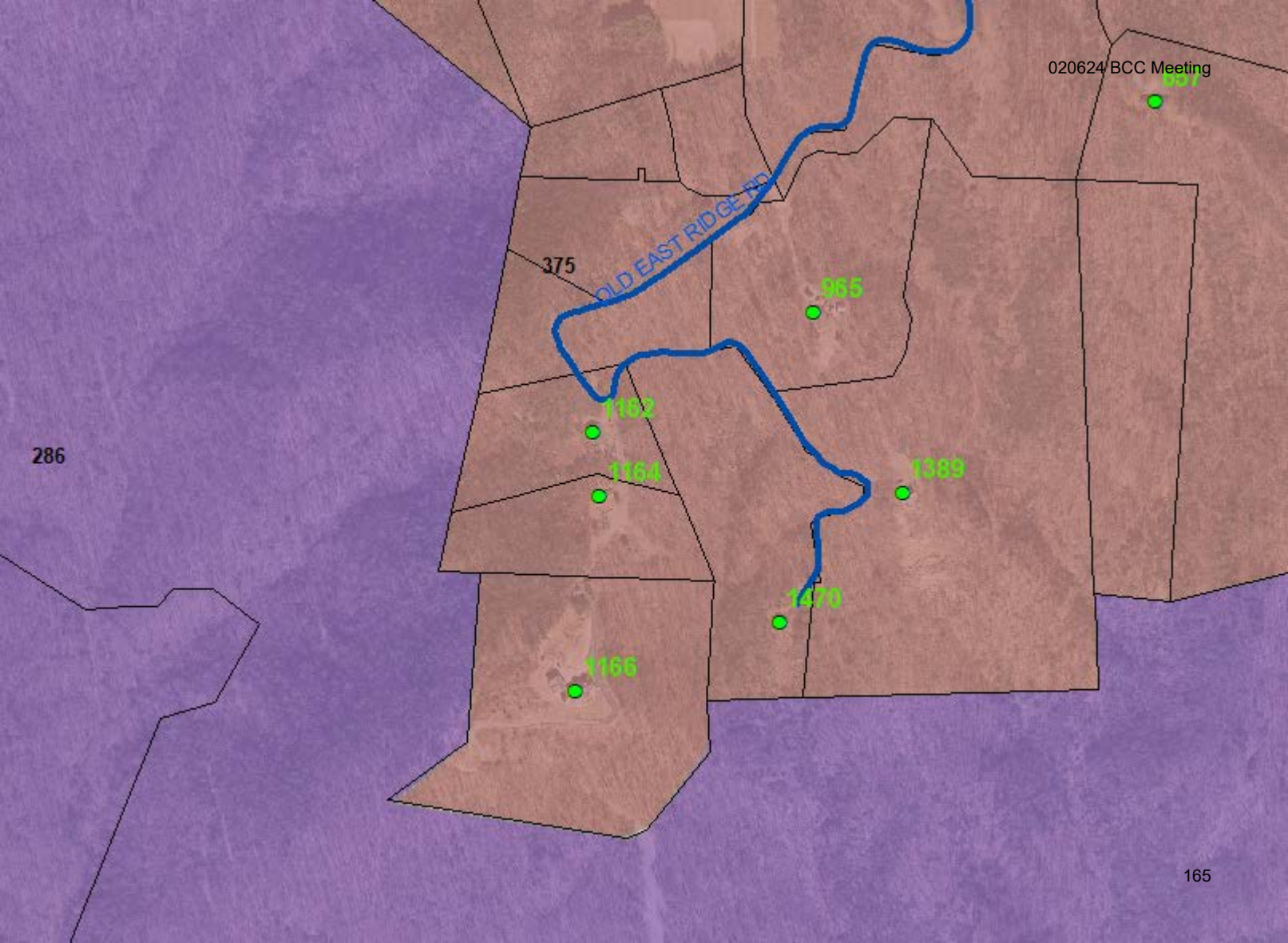
1470

1389

965

997

36



020624/BCC Meeting

857

375

OLD EAST RIDGE RD

965

1162

1164

1389

1470

1166

286

165

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**AGENDA ITEM 13:**

**PARKS AND RECREATION OUT-OF-STATE TRAVEL REQUEST**

**MANAGER'S COMMENTS:**

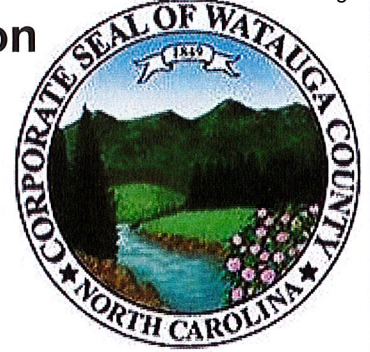
Ms. Keron Poteat, Parks and Recreation Director, will request the Board approve out-of-state travel Tampa, FL to present at the Professional Tennis Registry International Tennis Symposium. All expenses are paid for by the Special Olympics North America. Staff approved the request as the travel date was prior to the Commissioners Board meeting and all expenses were paid by the requesting organization.

Board approval is required.



# Watauga County Parks & Recreation

231 Complex Drive Boone, NC  
828.264.9511 keron.poteat@watgov.org



To: Mr. Deron Geouque, *County Manager*  
Watauga County Board of Commissioners

From: Keron J. Poteat, *Director*  
Subject: Out-of-State Travel Request  
Date: January 29, 2024

I am requesting approval for travel to Tampa, FL to present at the Professional Tennis Registry International Tennis Symposium. The travel dates are Saturday, February 3 through Monday, February 5, 2024.

Craig Pippert with Special Olympics North America has requested that I present for the Adaptive Tennis course, as well as set up and man the SONA booth at the PTR Trade Show. Additionally, I will be assisting in working with SO Florida athletes for on court instruction. SONA will cover all of my airfare, housing, and meal costs for the symposium. As an employee of Watauga County, I am honored to be requested to join this international conference as a presenter and instructor.

See attached documentation for the schedule.

Respectfully,

Keron J. Poteat, Director  
Watauga County Parks and Recreation

# Watauga County Travel Authorization and Travel Advance Request

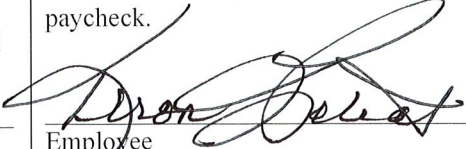
Updated 12-2023 Meeting

<b>Date</b>	1-29-24	<b>Budget Account Number</b>	
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Name: Keron J Poteat	Title: Director	Department: Watauga County Parks and Recreation
Destination:	Meeting Dates: Sunday, February 4 <sup>th</sup> and Monday, February 5 <sup>th</sup> 2024	
Is this out of state travel? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, Board of County Commissioners approval is required and must be signed by the County Manager.	Departure Date: Saturday, February 3 <sup>rd</sup> , 2024	Return Date: Monday, February 5 <sup>th</sup> , 2024
	Time: 12 PM	Time: 10 PM
Purpose of Trip: Presenter/instructor at International PTR Symposium		
Overnight Accommodations Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No      Rate per night/person _____		
Name of Hotel/Motel _____ Government Discount <input type="checkbox"/> Yes <input type="checkbox"/> No		
Method of Transportation:		
Cost \$ _____      _____ Personal Vehicle      _____ Air      _____ County Vehicle (Van, Truck)		
<input type="checkbox"/> Other _____ Explanation _____		

Estimated Expenses		Totals
* <b>REGISTRATION FEES:</b> Please indicate meals and/or banquets included in registration fee		
	\$0†	\$0†
<b>MEALS:</b>		
Breakfast	\$6 ‡	\$
Lunch	\$8 ‡	\$
Dinner	\$ 14	\$
* <b>LODGING:</b>	Single Rate	\$            x
* Other		
<b>Total</b>		\$ Covered by SONA

\* Receipts Required for Reimbursement

Remarks: † <a href="#">See attached memo</a>		
Are funds requested in advance: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Amount \$ _____  Form is Mathematically Correct: <input type="checkbox"/> Yes <input type="checkbox"/> Approved as corrected  _____ Finance Staff  _____ Date	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck.   _____ Employee  _____ January 29 <sup>th</sup> , 2024 _____ Date	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account.  _____ Department Head or County Manager  _____ County Manager (Out of State Travel)  _____ Date

# Schedule

Your roadmap to the conference

FRIDAY February 2, 2024      SATURDAY February 3, 2024      **SUNDAY February 4, 2024**

7:00 AM

7:00 AM - 5:30 PM **PTR x Special Olympics Adaptive Workshop**



8:00 AM

8:00 AM - 9:00 AM **PPR Awards Breakfast**

9:00 AM

9:00 AM - 5:00 PM **PTR College Showdown Finals**

9:00 AM - 12:00 PM **MASTER CLASS - Evan Enquist & Shelby Baron**

 Evan Enquist     Shelby Baron

9:00 AM - 9:35 AM **Increasing Your Court IQ with Taylor Taylor & Sonny Tannan**

4:40 PM

4:40 PM - 5:00 PM **Daily Highlights and Wrap Up**

6:00 PM

6:00 PM - 9:00 PM **Trade Show Opening and Cocktail Reception**


6:00 PM **MASTER CLASS - Private Lesson Mastery with Jorje Capestanv**

**MONDAY February 5, 2024**      TUESDAY February 6, 2024      WEDNESDAY February 7, 2024

9:00 AM **General membership meeting**

8:30 AM

8:30 AM - 9:15 AM **Data-Driven Proof: How Technology Boosts Lessons, Programs, and Revenue in Pickleball Facilities with Ashley Owens - Courtesy of Court Reserve**

 Ashley Owens

9:00 AM

9:00 AM - 4:00 PM **Trade Show**

9:00 AM - 9:40 AM **Increasing your Effectiveness as a Coach with Wayne Elderton**



SADDLEBROOK RESORT

# International Racquets Conference

February 3rd 2024 to February 11th 2024

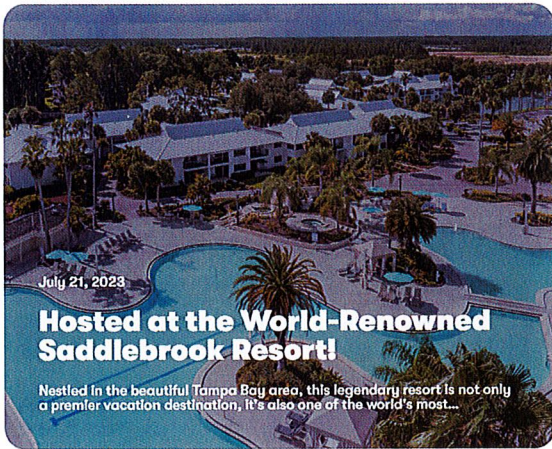
<https://ptrtennis.org/international-racquets-conference/>



## Conference News Feed

Stay in the loop with all the latest updates!

[Purchase Tickets](#)



### Hosted at the World-Renowned Saddlebrook Resort!

Nestled in the beautiful Tampa Bay area, this legendary resort is not only a premier vacation destination, it's also one of the world's most...

July 4, 2023

#### Multi-Sport Conference

We're covering it all... tennis, pickleball, and padel! At the PTR International Racquets Conference, you will find several days dedicated to tennis, pickleball, and padel to round...

July 7, 2023

#### Social and Networking Events

Here is your opportunity to connect and network with like-minded professionals! Your PTR International Racquets Conference includes several exciting networking events like cockt...

Next

## Highlights Feb 2023 Symposium

Memories from Last Year's Racquets Conference at Hilton Head Island



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**AGENDA ITEM 14:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Proposed Dates for Annual Pre-Budget Retreat***

**MANAGER’S COMMENTS:**

The proposed dates for the Annual Pre-Budget Retreat are February 22nd and 23rd or February 29<sup>th</sup> and March 1<sup>st</sup>, with times proposed from 12–7 P.M. for Thursday and 9 A.M.–1 P.M. for Friday. Two days are required for the Retreat and should the Board wish, times and dates may be adjusted accordingly.

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

**TENTATIVE RETREAT AGENDA**  
**WATAUGA COUNTY BOARD OF COMMISSIONERS**  
**COMMISSIONERS' BOARDROOM**  
**WATAUGA COUNTY ADMINISTRATION BUILDING, BOONE, NC**  
**FEBRUARY 22&23 OR FEBRUARY 29 & MARCH 1, 2024**

TIME	TOPIC	PRESENTER	PAGE
<b>THURSDAY, FEBRUARY 22 OR 29, 2024</b>			
12:00 PM	<b>OPENING REMARKS AND LUNCH</b>	MR. DERON GEOUQUE	
1:30 PM	<b>FY 2024 REVIEW AND DISCUSSION OF FY 2025 BUDGET</b>	MS. MISTY WATSON	
	A. Revenues		
	B. Expenditures		
	C. Debt Service Report		
	D. Budget Calendar		
	E. Special Appropriations		
1:45 PM	<b>REVIEW OF CURRENT CAPITAL IMPROVEMENT PLAN (CIP)</b>	MR. DERON GEOUQUE & MR. ROBERT MARSH	
	A. Current CIP Status Report		
	B. Valle Crucis Elementary School		
	C. County Facilities Assessment Update		
	D. Courthouse Parking Deck		
	E. Roof Repairs Update		
	1. Human Services		
	2. Law Enforcement		
	F. ARPA Projects/Funding		
	1. Broadband	\$7,750,000	
	2. Kill/Chill Water/Sewer	\$500,000	DR. JIM HAMILTON
	G. 911/Medic/Emergency Services Facility		
	H. Human Services Renovation		
	I. Brookshire Work Force Housing		
	J. Library	MR. BILL DIXON	
	K. School Facilities		
3:45 PM	<b>BREAK</b>		
4:00 PM	<b>SANITATION FACILITY UPGRADES</b>	MR. REX BUCK	
4:15 PM	<b>TAX MATTERS – 2027 REVALUATION</b>	MR. LARRY WARREN	
4:30 PM	<b>ECONOMIC DEVELOPMENT MATTERS</b>		
	A. Workforce Housing	MR. JOE FURMAN	
	B. Economic Development Commission (EDC) Update	MR. JOE FURMAN	
	C. Early Childhood Education & Development Fund	MR. DAVID JACKSON	
5:00 PM	<b>WATAUGA COUNTY COMPREHENSIVE PLAN</b>	MR. JASON WALKER	
5:15 PM	<b>WATAUGA MEDICS</b>	MR. CRAIG SULLIVAN	
	A. Annual Report		
	B. Future Needs		
5:30 PM	<b>COUNTY MANAGER'S SUMMARY</b>	MR. DERON GEOUQUE	
6:00 PM	<b>RECESS UNTIL FRIDAY, FEB 22&amp;23 OR FEB 29 &amp; MARCH 1 AT 9:00 AM</b>		



**Thursday, February 22 OR 29, & Friday, February 23 OR March 1, 2024**

**Tentative Retreat Agenda  
Board of County Commissioners**

**FRIDAY, FEBRUARY 23 OR MARCH 1, 2024**

8:30 AM	<b>BREAKFAST</b>	
9:00 AM	<b>MIDDLE FORK GREENWAY UPDATE</b>	MS. WENDY PATOPRSTY
9:15 AM	<b>WATAUGA TDA</b>	MR. MATT VINCENT MR. WRIGHT TILLEY
9:30 AM	<b>APPALACHIAN DISTRICT HEALTH</b> A. District Matters B. Opioid Plan	MS. JENNIFER GREENE
10:00 AM	<b>CALDWELL COMMUNITY COLLEGE &amp; TECHNICAL INSTITUTE</b>	DR. MARK POARCH
10:30 AM	<b>SCHOOL BOARD FUNDING ISSUES</b> A. FY 2025 Funding Needs B. Schools' Capital Improvement Plan	DR. LESLIE ALEXANDER & SCHOOL BOARD MEMBERS
11:30 AM	<b>PUBLIC SAFETY AND EMERGENCY COMMUNICATIONS MATTERS</b> A. EMS Updates B. Communications Updates C. Fire Department Contracts	MR. WILL HOLT
11:45 AM	<b>MISCELLANEOUS &amp; COMMISSIONER MATTERS</b> A. State Issues B. Commissioner Matters	MR. DERON GEOUQUE
11:55 AM	<b>WRAP UP, GOALS &amp; OBJECTIVES, BOARD DIRECTIVES</b>	
12:00 PM	<b>ADJOURN</b>	

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**AGENDA ITEM 14:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Proposed Dates for Budget Work Sessions*****MANAGER’S COMMENTS:**

The Board holds two budget work sessions each year. The work sessions are scheduled after the Manager’s proposed budget is presented at the first meeting in May. The proposed dates for the budget work sessions are May 9<sup>th</sup> and 10<sup>th</sup> or the 13<sup>th</sup> and 14<sup>th</sup>, with times proposed from 12–8 P.M. for the first day and 9 A.M.–1 P.M. for the second day. Should the Board wish, times and dates may be adjusted accordingly.

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

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**AGENDA ITEM 14:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*C. Appointment of Finance Director*

**MANAGER’S COMMENTS:**

Per North Carolina General Statute 159-24 the County is required to appoint a Finance Director. Staff requests the Board appoint Mr. Deron Geouque as the County’s Finance Director.

Board action is required to officially appoint Mr. Deron Geouque as the Watauga County Finance Director effective February 6, 2024.

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**AGENDA ITEM 14:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*D. Proposed Amendments to the FY 2022-2023 Audit Contract*

**MANAGER’S COMMENTS:**

Staff will request the Board approve an extension to the Fiscal Year 2022-23 audit contract with C. Randolph CPA, PLLC. The contract amount will remain the same with no additional cost.

Board approval is required to amend the Fiscal Year 2022-23 audit contract with C. Randolph CPA, PLLC. to reflect the extension at no additional cost.

LGC-205 Amendment **AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS** Rev. 11/2023

Whereas	Primary Government Unit Watauga County
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor C. Randolph CPA, PLLC

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/23	and originally to be submitted to the LGC on	Date 11/01/23
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hereby agree that it is now necessary that the contract be modified as follows.

<input checked="" type="checkbox"/> Modification to date submitted to LGC  <input type="checkbox"/> Modification to fee	Original date 11/01/23	Modified date 01/31/24
	Original fee	Modified fee

Primary Other  
(choose 1)(choose 0-2)

**Reason(s) for Contract Amendment**

- Change in scope
- Issue with unit staff/turnover/workload
- Issue with auditor staff/turnover/workload
- Third-party financial statements not prepared by agreed-upon date
- Unit did not have bank reconciliations complete for the audit period
- Unit did not have reconciliations between subsidiary ledgers and general ledger complete
- Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
- Unit did not have information required for audit complete by the agreed-upon time
- Delay in component unit reports
- Software - implementation issue
- Software - system failure
- Software - ransomware/cyberattack
- Natural or other disaster
- Other (please explain)

**Plan to Prevent Future Late Submissions**

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

The County manager and management faced many challenges with the abrupt departure of several finance officers. Also, bank reconciliations were not completed in a timely manner with the 2 previous finance officers.

**Additional Information**

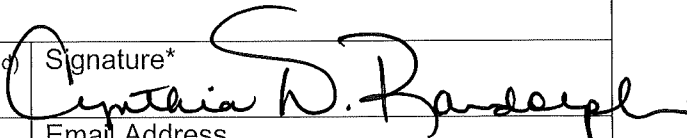
Please provide any additional explanation or details regarding the contract modification.

**By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.**



**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* C. Randolph CPA, PLLC	
Authorized Firm Representative* (typed or printed) Cynthia D. Randolph	Signature* 
Date* 01/31/24	Email Address cindy@crandolphcpa.com

**GOVERNMENTAL UNIT**

Governmental Unit* Watauga County	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	02/06/24
Mayor/Chairperson* (typed or printed) Larry Turnbow	Signature* ✓
Date 02/06/24	Email Address larry.turnbow@watgov.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***

*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer* Deron Geouque	Signature* ✓
Date of Pre-Audit Certificate* 02/06/24	Email Address* deron.geouque@watgov.org

**SIGNATURE PAGE – DPCU**  
(complete only if applicable)

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU N/A	
Date DPCU Governing Board Approved <b>Amended</b> Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**

**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***

*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed) N/A	Signature
Date of Pre-Audit Certificate	Email Address

**AGENDA ITEM 14:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*E. Announcements*

**MANAGER'S COMMENTS:**

**AGENDA ITEM 15:**

**BREAK**

**AGENDA ITEM 16:**

**CLOSED SESSION**

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