

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

**TUESDAY, AUGUST 15, 2023
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: August 1, 2023, Regular Meeting August 1, 2023, Closed Session		1
	3	APPROVAL OF THE AUGUST 15, 2023, AGENDA		7
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN TURNBOW	9
5:40	5	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE CLOSEOUT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT RELIEF PROJECT (CDBG-CV)	MS. MICHELLE BALL	11
5:45	6	PROPOSED “END OVERDOSE IN WATAUGA COUNTY” PROCLAMATION AND REQUEST TO USE GREENSPACE AT THE HUMAN SERVICES COMPLEX	MS. MARY MCKINNEY	25
5:50	7	PROPOSED AMENDMENT TO THE OPIOID SETTLEMENT AGREEMENT	MS. JENNIFER GREENE MS. LINDSAY SULLIVAN	27
5:55	8	MIDDLE FORK GREENWAY TWEETSIE UNDERPASS BID AWARD REQUEST	MS. CARRIE CAVINESS	33
6:00	9	WAMY REPORT	MS. APRIL BECK	37
6:05	10	BID AWARD REQUEST FOR UPDATING LIBRARY HVAC	MR. ROBERT MARSH	41
6:10	11	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	71 73
6:15	12	BID AWARD FOR PHASE 2 SCALE HOUSE IMPROVEMENTS	MR. REX BUCK	77
6:20	13	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Skyline’s Request for Flat Mountain Extension of Sampson B. Proposed Appalachian State University Greenhouse Lease Renewal C. Proposed USDA Lease Renewal D. Excise Tax Refund Request E. Announcements	MR. DERON GEOUQUE	81 83 93 105 111

AGENDA ITEM 2:

APPROVAL OF MINUTES:

August 1, 2023, Regular Meeting

August 1, 2023, Closed Session

DRAFT

MINUTES

**WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, AUGUST 1, 2023**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, August 1, 2023, 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 5:30 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 Castle opened with a prayer and Commissioner Eggers led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Turnbow called for additions and/or corrections to the July 18, 2023, regular and closed session minutes.

Commissioner Russell, seconded by Commissioner Eggers, moved to approve the July 18, 2023, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Russell, seconded by Commissioner Eggers, moved to approve the July 18, 2023, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Turnbow called for additions and/or corrections to the August 1, 2023, agenda.

Commissioner Castle, seconded by Commissioner Russell, moved to approve the August 1, 2023, agenda as presented.

VOTE: Aye-5
Nay-0

PUBLIC COMMENT

There was no public comment.

“FINDING OUR WAY HOME” ART INSTALLATION REQUEST

Ms. Andi “Andi Dandelion” Gelsthorpe, Community Expressive Artist, requested permission from the Board to erect a community-built ephemeral labyrinth, titled “Finding Our Way Home,” which would be made of rope and ripped cloth in the grass area in front of the Human Services Building for the month of September. Ms. Gelsthorpe was pursuing community involvement and stated that the labyrinth would include ADA accessibility, windchimes, rocks to leave stacked in the center, laminated take-home cards that could be used as finger-tracing labyrinths, and local crops grown in pots in the center. Ms. Gelsthorpe requested to display the labyrinth from October 1 – November 1, 2023 and has been in communication with the Blue Ridge Women In Agriculture (BRWIA) staff so as not to be in conflict with the Tuesday afternoon Farmer’s Market.

Commissioner Russell, seconded by Commissioner Eggers, moved to approve the display of the labyrinth on the lawn in front of the Human Services Building as presented by Ms. Gelsthorpe.

VOTE: Aye-5
Nay-0

EMERGENCY SERVICES MATTERS***A. Communications Maintenance Contracts Renewal Requests***

Mr. Will Holt, Emergency Services Director, presented the renewal of three maintenance contracts with Mobile Communications America in the total amount of \$67,328.04. The contracts cover maintenance for the radio systems in the Communications Center, at each tower site, and the mobile equipment. Adequate funds were budgeted for the expense.

Commissioner Russell, seconded by Vice-Chairman Wallin, moved to approve the renewal of three maintenance contracts with Mobile Communications America in the amount of \$67,328.04.

VOTE: Aye-5
Nay-0

B. Carolina Recording Systems (CRS) Recorder AIS Purchase Request

Mr. Will Holt, Emergency Services Director, presented a request for the purchase and installation of the AIS recorder license for the back-up PSAP in the amount of \$25,910.00. Adequate funds were available for the expenditure.

Commissioner Eggers, seconded by Commissioner Castle, moved to approve the purchase and installation of the AIS recorder license from Carolina Recording Systems in the amount of \$25,910.00.

VOTE: Aye-5
Nay-0

C. Fire Department District Adjustment Request

Mr. Will Holt, Emergency Services Director, presented a request to schedule a public hearing for September 5, 2023, to allow citizen comment on the approval of the plat to adjust the fire protection district for the Ridge Cherry Gap Subdivision from the Fall Creek to Beech Mountain district. The change was approved by both fire departments.

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to schedule a public hearing at 5:30 P.M. on September 5, 2023, to allow public comment on the proposed approval of an adjustment to the fire protection district for the Ridge Cherry Gap Subdivision from the Fall Creek to Beech Mountain district.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Request to Purchase John Deere Excavator

County Manager Geouque stated that the Sanitation Department requested to purchase a new 2023 John Deere 160P LC FT4 Excavator on State Contract from James River Equipment, Inc., in the amount of \$257,870. The County Manager stated that the new 2023 John Deere 160P LC FT4 Excavator would be used in the Transfer Station for the daily loading and removal of trash. Utilizing the new Excavator would optimize staff time and eliminate one Wheel Loader which would otherwise need replacing soon thus saving the County \$83,460 in lieu of purchasing the new loader as budgeted.

After discussion, Vice-Chairman Wallin, seconded by Commissioner Russell, moved to approve the purchase of a new 2023 John Deere 160P LC FT4 Excavator on State Contract from James River Equipment, Inc., in the amount of \$257,870.

VOTE: Aye-5
Nay-0

B. UNC School of Government Development Finance Initiative (DFI) Brookshire Housing Project Request to Exempt the Project per G. S. 143-64.32

County Manager Geouque stated that as part of the proposal with the UNC School of Government Development Finance Initiative (DFI), the Board adopted, in December 2022, a review of the development of the Brookshire Housing Project which is underway and requires the hiring of an architect to continue forward.

North Carolina General Statute 143-64.31 requires the hiring of architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services to be selected on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee. However, NCGS

143-64.32 allows for an exemption on the above requirement in writing when an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000).

The County Manager stated that UNC DFI estimated costs for the services to be less than the \$50,000 and, due to the specialty of this project, recommended the County exempt the project per NCGS 143-64.32.

After discussion, Commissioner Russell, seconded by Vice-Chairman Wallin, moved to exempt the architect selection process for the Brookshire Housing Project per NCGS 143-64.32.

VOTE: Aye-5
Nay-0

C. Request to Re-Schedule the Public Hearing to Allow Public Comment on the Closeout of the 2020 Community Development Block Grant Relief Program Project (CDBG-CV)

County Manager Geouque stated that the County was awarded the Community Development Block Grant – COVID (CDBG-CV). One of the conditions of the CDBG-CV grant required the County to schedule a public hearing for the closeout of the grant. High Country Council Governments requested the hearing be scheduled for August 1, 2023. As such, staff submitted the ad to the Watauga Democrat; however, the ad was not published in the requested edition. Therefore, the public hearing needed to be rescheduled for Tuesday, August 15, 2023, at 5:30 P.M.

Commissioner Castle, seconded by Commissioner Eggers, moved to reschedule the public hearing for the closeout of the Community Development Block Grant – COVID (CDBG-CV) for August 15, 2023.

VOTE: Aye-5
Nay-0

D. Proposed Human Services Parking Lot Agreement with Appalachian State University

County Manager Geouque stated that at the last Board meeting, discussion included the game day parking lease with Appalachian State University. Staff was seeking clarification that the one (1) year lease was approved for the upcoming season with the County Manager to contact ASU regarding an increase in the lease amount and terms for upcoming years.

Chairman Turnbow clarified that the lease was approved for one (1) year at the same amount as previous years with the understanding that it would be evaluated over the next year to consider a longer term and increased fee as well as to determine if it would be a better use to allow non-profits to profit from its use.

E. Boards and Commissions

County Manager Geouque presented the following:

Watauga County Library Board

The Watauga County Library Board recommended the appointment of Ms. Candice Trexler to replace Dr. Scott Elliott who resigned. If appointed, Ms. Trexler would fill the un-expired term which will end in August 2024. This was a first reading and, therefore, no action was required.

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to waive the second reading and appoint Ms. Candice Trexler to fill the un-expired term of Dr. Scott Elliott on the Watauga County Library Board with the term to end on August 31, 2024.

VOTE: Aye-5
Nay-0

F. Announcements

County Manager Geouque announced that the 116th North Carolina Association of County Commissioners (NCACC) Annual Conference would be held August 24-26, 2023, in Wake County at the Raleigh Convention Center.

ADJOURN

Vice-Chairman Wallin, seconded by Commissioner Russell, moved to adjourn the meeting at 6:05 P.M.

VOTE: Aye-5
Nay-0

Larry Turnbow, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE AUGUST 15, 2023, 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 CLOSEOUT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT RELIEF PROJECT (CDBG-CV)****MANAGER'S COMMENTS:**

The County was awarded the Community Development Block Grant – COVID (CDBG-CV). One of the conditions of the CDBG-CV grant requires the County to schedule a public hearing for the closeout of the grant. High Country Council Governments requested the hearing be scheduled for August 1, 2023. As such, staff was required to submit the ad to the paper prior to the Board meeting. However, the Watauga Democrat staff did not publish the notice in the paper.

Staff requested the Board reschedule the public hearing for the closeout of the Community Development Block Grant – COVID (CDBG-CV) for August 15, 2023. Staff has confirmed the public hearing notice was advertised.

Therefore, a public hearing has been scheduled for August 15, 2023 to seek input regarding the closeout of the Community Development Block Grant – COVID (CDBG-CV).

WATAUGA COUNTY TO HOLD PUBLIC HEARING

Watauga County is seeking to closeout its 2020 Community Development Block Grant COVID Relief Program #20-V-3520. The CDBG-CV project provided assistance with mortgage/rent, utilities, food, internet, and mental health services to more than 115 low-income homes in Watauga County affected by COVID-19.

A public hearing is scheduled for Tuesday, August 15, 2023 at 5:30 pm in the Commissioner's Board Room located in the Watauga County Administration Building at 814 West King Street, Boone, NC. All interested citizens are invited to attend.

This information is available in Spanish or any other language upon request. Please contact Anita Fogle at (828) 265-8000 or at 814 West King Street, Suite 205, Boone, NC to accommodate this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Anita Fogle al (828) 265-8000 o en 814 West King Street, Suite 205, Boone, NC de alojamiento para esta solicitud.

Hearing impaired persons desiring additional information or having questions regarding this subject should call Relay North Carolina at 711 or (800) 735-2962.

Watauga County CDBG-CV Grant 20-V-3520 Closeout Hearing August 15, 2023

The purpose of this public hearing is to give the opportunity for citizen input concerning the closeout of the Watauga County COVID Relief Program CDBG-CV #20-V-3520. The County was awarded \$900,000 in Community Development Block Grant-Coronavirus Funds (CDBG-CV) in December 2020 to provide assistance to low- and moderate-income residents within Watauga County affected by COVID-19.

The County contracted with four non-profits to distribute the funds to the public. The program provided subsistence payments to assist individuals with rent, mortgage, and utility bills that were in arrears; mental health assistance; and food distribution. Eligible Watauga County residents had to have a household income below 80% of the County Median Income (ex. \$60,850 for a household of 3) and have been affected, directly or indirectly, by COVID-19. Payments were limited to 6 months of assistance per household.

As subrecipients of the grant working with Watauga County,

WAMY Community Action distributed the subsistence payments for rental/mortgage assistance, and utility bills (water, sewer, electricity, gas, internet, fuel).

High Country United Way coordinated with local small businesses to assist employers and employees affected by COVID-19 with subsistence payments.

Hospitality House used the funds to expand their Homeless (mental) Health Initiative to keep up with the additional requests for assistance due to the pandemic.

Additionally, Hospitality House used the funds to purchase food and deliver boxes to eligible families through the **Watauga Food Distribution Network**.

Daymark expanded their existing program to provide telehealth and community based services to individuals and families facing mental health and substance abuse as a result of COVID-19. CDBG-CV funds paid for an extra counselor during the grant period.

A total of 425 individuals in 181 households were assisted through the Watauga County COVID Relief Program. The following is a breakdown of assistance provided by each non-profit:

Non-Profit	Budget per contract	Total Amount Spent	Individuals Assisted	Households Assisted	Assistance Provided
WAMY	\$400,000.00	\$400,000.00	260	116	Subsistence Payments
HC United Way	\$150,000.00	\$12,332.09	19	10	Subsistence Payments
Hospitality House	\$60,000.00	\$27,641.70	24	7	Mental Health
Hospitality House	\$150,000.00	\$30,458.05	28	10	Food Distribution
Daymark	\$50,000.00	\$50,000.00	94	38	Mental Health
Totals	\$810,000.00	\$520,431.84	425	181	

Watauga County received \$900,00, spending a total of \$553,203.35 during the 2 ½ -year project including:

- **\$520,432.07** for Public Services Activities (average of **\$2,322.83** per household (or **\$1,224.55** per individual) including rent, mortgage, utility, mental health, and food distribution assistance.
- **\$32,771.28**, or **3.6%** of the total grant, was spent on planning and administration.

A little over 61% of the total funding was expended before the program ended. Unfortunately for the program (but fortunately for residents), the applications for assistance decreased over time as the pandemic waned; other agencies received Federal and State funding to provide the same services; and many households used their maximum 6-months assistance and could not apply again.

Unexpended grant funds in the amount of **\$346,796.65** will be deobligated (or returned to the NC Department of Commerce) to be used for other CDBG funded programs.

The last day the County could submit a reimbursement for funds on the project was June 17, 2023. This public hearing for reporting the project accomplishments is a requirement of the official closeout procedures, which must be submitted to NC Commerce before September 17, 2023.

NORTH CAROLINA DEPARTMENT OF COMMERCE
Rural Economic Development Division (REDD)
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CLOSEOUT PERFORMANCE REPORT

Cover Sheet

Grantee Name: Watauga County Grant Number: 20-V-3520

Grantee Address: 814 West King Street, Suite 205, Boone, NC 28607

1. Citizens' Written Comments. (Attach the following three items unless each item was previously submitted to REDD, in which case they may be incorporated by reference.)

- a. A copy of each written citizen comment, which was received during the reporting period on the grantee's community development performance under this grant;
- b. The grantee's assessment of the comment; and
- c. A description of any action taken or to be taken in response to the comment as required by 4 NCAC 19L .1002.

2. The grantee's authorized official representative must certify the following:

- a. To the best of his/her knowledge and belief, data in this report is true and correct;
- b. The records described in 4 NCAC 19L .0911 are being maintained and will be made available upon request; and
- c. In accordance with Section 101(c)(9) of the Housing and Community Development Act of 1974, the assistance made available under this CDBG grant is not substantially reducing, below the level of support prior to start-up of the CDBG grant reported here, the amount of local financial support for community development activities.

Larry Turnbow

Chairman

Typed Name of Chief Elected Official/Authorized Representative

Title

Signature of Chief Elected Official/Authorized Representative

Date

Preparer Information

Name: Michelle Ball, High Country Council of Governments

Address: 468 New Market Blvd., Boone, NC 28607

Telephone Number: (828) 265-5434

Email Address: mball@hccog.org



Rural Economic Development Division (REDD) CDBG Closeout Forms

Grantee	Watauga County
Grantee Address	814 West King Street, Suite 205, Boone, NC 28607
Grant Number	20-V-3520
Project Name	Watauga County COVID Relief Program
1st Project Number	C-1
2nd Project Number	
3rd Project Number	
Period	December 2020 - August 2023
Authorized Representative	
Name	Larry Turnbow
Title	Chairman
Preparer of Information	
Name	Michelle Ball, High Country Council of Governments
Address	468 New Market Blvd., Boone, NC 28607
Telephone Number	(828) 265-5434
Email Address	mball@hccog.org
Property acquired with CDBG funds?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PROPERTY DISPOSITION REPORT

Property	(1) Description	(2) Date Acquired	(3) Acquisition Cost	(4) % CDBG Participation	(5) Current Use	(6) Proposed Use/Disposition
I. Real	N/A					
II. Nonexpenda ble Personal	N/A					
III. Expendable Personal	N/A					

**NORTH CAROLINA DEPARTMENT OF COMMERCE
CDBG FINAL PERFORMANCE REPORT**

GRANT NO. 20-V-3520

PROJECT NO. C-1

Period: December 2020 - August 2023

USE OF PROGRAM INCOME PAGE

1 Anticipated Program Income	2 Actual Program Income Received	3 Program Income Expended	4 Expended On Activity Name	5 Expended On Activity Code
No Program Income Anticipated				

Will grantee exceed \$25,000 in Program Income during the next 12 months? YES ____ NO X

What is the approximate date for exceeding \$25,000 in Program Income?

#116-F (4/97)

Grantee	Watauga County		Activity Name	Administration	
Grant Number	20-V-3520		Project:	Watauga County COVID Relief Program	
Acct Number	1060			C1	X
Activity Code	13			L1	
Budgeted	\$86,500.00	Expended	\$29,271.28		
				Proposed	Actual
Linear Feet					
Properties					
Units, Dwelling					
Households by percentage of HUD Median Family Income Levels					
Above Moderate Income Households > 80%					
Moderate Income Households 51-80%					
Low Income Households 30-50%					
Very Low Income Households <30%					
Total Households				0	0
Persons by percentage of HUD Median Family Income Levels					
Above Moderate Income Households > 80%					
Moderate Income Households 51-80%					
Low Income Households 30-50%					
Very Low Income Households <30%					
Total Persons				0	0
Jobs					
Micro Enterprise					
Female Head of Household					
Hispanic					
American Indian or Alaska Native					
Asian					
Black or African American					
Native Hawaiian or Other Pacific Islander					
White					
American Indian or Alaska Native & White					
Asian & White					
Black or African American & White					
American Indian or Alaska Native & Black or African American					
Other Multi-Racial					
Non-Hispanic					
American Indian or Alaska native					
Asian					
Black or African American					
Native Hawaiian or Other Pacific Islander					
White					
American Indian or Alaska Native & White					
Asian & White					
Black or African American & White					
American Indian or Alaska Native & Black or African American					
Other Multi-Racial					

Grantee	Watauga County		Activity Name	Planning	
Grant Number	20-V-3520		Project:	Watauga County COVID Relief Program	
Acct Number	1058			C1	X
Activity Code	12			L1	
Budgeted	\$3,500.00	Expended	\$3,500.00		
				Proposed	Actual
Linear Feet					
Properties					
Units, Dwelling					
Households by percentage of HUD Median Family Income Levels					
Above Moderate Income Households > 80%					
Moderate Income Households 51-80%					
Low Income Households 30-50%					
Very Low Income Households <30%					
Total Households				0	0
Persons by percentage of HUD Median Family Income Levels					
Above Moderate Income Households > 80%					
Moderate Income Households 51-80%					
Low Income Households 30-50%					
Very Low Income Households <30%					
Total Persons				0	0
Jobs					
Micro Enterprise					
Female Head of Household					
Hispanic					
American Indian or Alaska Native					
Asian					
Black or African American					
Native Hawaiian or Other Pacific Islander					
White					
American Indian or Alaska Native & White					
Asian & White					
Black or African American & White					
American Indian or Alaska Native & Black or African American					
Other Multi-Racial					
Non-Hispanic					
American Indian or Alaska native					
Asian					
Black or African American					
Native Hawaiian or Other Pacific Islander					
White					
American Indian or Alaska Native & White					
Asian & White					
Black or African American & White					
American Indian or Alaska Native & Black or African American					
Other Multi-Racial					

Grantee	Watauga County		Activity Name	Public Services	
Grant Number	20-V-3520		Project:	Watauga County COVID Relief Program	
Acct Number	1036			C1	X
Activity Code	7			L1	
Budgeted	\$810,000.00	Expended	\$520,432.07		
				Proposed	Actual
Linear Feet					
Properties					
Units, Dwelling					
Households by percentage of HUD Median Family Income Levels					
Above Moderate Income Households > 80%					0
Moderate Income Households 51-80%					17
Low Income Households 30-50%					32
Very Low Income Households <30%					132
Total Households				0	181
Persons by percentage of HUD Median Family Income Levels					
Above Moderate Income Households > 80%				0	0
Moderate Income Households 51-80%				358	52
Low Income Households 30-50%				214	73
Very Low Income Households <30%				143	300
Total Persons				715	425
Jobs					
Micro Enterprise					
Female Head of Household				0	94
Hispanic					
American Indian or Alaska Native					
Asian					
Black or African American					
Native Hawaiian or Other Pacific Islander					
White				25	45
American Indian or Alaska Native & White					
Asian & White					
Black or African American & White					
American Indian or Alaska Native & Black or African American					
Other Multi-Racial					
Non-Hispanic					
American Indian or Alaska native					
Asian				5	0
Black or African American				13	29
Native Hawaiian or Other Pacific Islander					
White				672	396
American Indian or Alaska Native & White					
Asian & White					
Black or African American & White				7	0
American Indian or Alaska Native & Black or African American					
Other Multi-Racial				18	0

CERTIFICATE OF COMPLETION

1. Grantee: Watauga County **2. Grant Number:** 20-V-3520
3. Project Name: Watauga County COVID Relief Progra **4. Project Number:** C-1

5. Final Statement of Costs				
Program Activity Categories (a)	To Be Completed by Recipient		Total Costs (Col. b + c) (d)	To Be Completed by DOC
	Paid Costs (b)	Unpaid Costs (c)		Approved Total Costs (e)
a. Acquisition				
b. Disposition				
c. Public facilities and improvements				
(1) Senior and handicapped centers				
(2) Parks, playgrounds and recreation facilities				
(3) Neighborhood facilities				
(4) Solid waste disposal facilities				
(5) Fire protection facilities and equipment				
(6) Parking facilities				
(7) Street improvements				
(8) Flood and drainage improvements				
(9) Pedestrian improvements				
(10) Other public facilities				
(11) Sewer improvements				
(12) Water improvements				
d. Clearance activities				
e. Public services	\$520,432.07		\$520,432.07	
f. Relocation assistance				
g. Construction, rehab. and preservation activities				
(1) Construction or rehab. of com. & indust. bldgs.				
(2) Rehabilitation of privately owned buildings				
(3) Rehabilitation of publicly owned buildings				
(4) Code enforcement				
(5) Historic preservation				
h. Development financing				
(1) Working capital				
(2) Machinery and equipment				
i. Removal of architectural barriers				
j. Other activities				
k. Subtotal	\$520,432.07		\$520,432.07	
l. Planning	\$3,500.00		\$3,500.00	
m. Administration	\$29,271.28		\$29,271.28	
n. Total	\$553,203.35		\$553,203.35	
o. Less: Program Income Applied to Program Costs	\$0.00		\$0.00	
p. Equal: Grant Amount Applied to Program Costs	\$553,203.35		\$553,203.35	

6. Computation of Grant Balance		
Description (a)	To Be Completed By Recipient	To Be Completed By DOC
	Amount (b)	Approved Amount (c)
(1) Grant Amount Applied To Program Costs (From Line p)	\$553,203.35	
(2) Estimated Amount For Unsettled Third - Party Claims	\$ -	
(3) Subtotal	\$553,203.35	
(4) Grant Amount Per Grant Agreement	\$ 900,000.00	
(5) Unutilized Grant To Be Canceled (Line 4 Minus Line 3)	\$ 346,796.65	
(6) Grant Funds Received	\$ 553,203.35	
(7) Balance of Grant Payable (Line 3 Minus Line 6)*		

* If Line 6 exceeds Line 3, enter the amount of the excess on Line 7 as a negative amount. This amount shall be repaid to DOC by check, unless DOC has previously approved use of these funds.

7. Program Income	
a) Amount of existing program income:	<u>\$0.00</u>
b) Amount of anticipated program income:	<u>\$0.00</u>
c) If program income exists or is anticipated, describe the proposed application(s):	

8. Unpaid Costs and Unsettled Third Party Claims	
Are there any unpaid costs or unsettled third party claims against the recipient's grant? Type "yes" or "no." If yes, in the box below describe the circumstances and amounts involved.	<u>No</u>

9. Remarks (For REDD Use Only)	
<input type="checkbox"/>	Please note that all financial records, supporting documents and other records pertinent to the community development program must be retained for a minimum of five (5) years from the date of this letter.
<input type="checkbox"/>	This grant is closed pending receipt and approval of your final audit by the Rural Economic Development Division (REDD).
<input type="checkbox"/>	Town
<input type="checkbox"/>	City
<input type="checkbox"/>	County

10. Certification of Recipient		
It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement identified on page 1 hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provisions have been made by the Recipient for the payment of all unpaid costs and unsettled third party claims identified on page 1 hereof; that the State of North Carolina is under no obligation to make any further payment to the Recipient under the grant agreement in excess of the amount identified on Line 7 hereof; and that every other statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.		
Date	Typed Name and Title of Recipient's Authorized Representative <div style="text-align: center;"><u>Larry Turnbow</u> <small>(Name)</small></div> <div style="text-align: center;"><u>Chairman</u> <small>(Title)</small></div>	Signature of Recipient's Authorized Representative √ _____

11. DOC Approval		
This Certification of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract commitment and related funds reservation and obligation of \$ _____, less \$ _____ previously authorized for cancellation (from Section 6, line 6, page 1).		
Date	Typed Name and Title of DOC Authorized Representative Iris Payne Director	Signature of DOC's Authorized Representative √ _____

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AGENDA ITEM 6:

**PROPOSED “END OVERDOSE IN WATAUGA COUNTY” PROCLAMATION AND
REQUEST TO USE GREENSPACE AT THE HUMAN SERVICES COMPLEX**

MANAGER’S COMMENTS:

Ms. Mary McKinney will request the Board authorize the installation of art at the greenspace in front of the Human Services complex in early August and leave in place to be incorporated into the September 30, 2023 Recovery Community Block Party. The art installation will include flags or path lights (in planning stage now) to represent the number of lives lost to overdose last year, making a path to a mailbox (similar to the one used last year) for people to leave letters for/about their lost loved ones and to access overdose reversal supplies and information, and the "My Loved One", "You Are Not Alone", and "Hope" screen printed flags created for the event last year.

Ms. McKinney will also request the Board proclaim August 31, 2023 as End Overdose in Watauga County Day.

Staff seeks direction from the Board.

COUNTY OF WATAUGA

STATE OF NORTH CAROLINA



PROCLAMATION

WHEREAS, the Watauga County Board of Commissioner does affirm and acknowledge the harm and hardship caused by drug overdose; and

WHEREAS, the Board recognizes the purpose of “International Overdose Awareness Day” as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and

WHEREAS, the Board resolves to play its part in reducing the toll of overdose in our community, which claimed the lives of more than 14 residents of Watauga County last year, together with countless more affected forever; and

WHEREAS, the Board affirms that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, and deserving of our love, compassion and support.

THEREFORE, BE IT PROCLAIMED by the Watauga County Board of Commissioners that August 31st, 2023, be proclaimed as

“END OVERDOSE IN WATAUGA DAY”

in Watauga County, North Carolina, and encourages all residents to consider being trained in the use of life-saving overdose reversal medication and having it available to use.

ADOPTED this the 15th day of August, 2023.

Larry Turnbow, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle
Clerk to the Board



AGENDA ITEM 7:

PROPOSED AMENDMENT TO THE OPIOID SETTLEMENT AGREEMENT

MANAGER'S COMMENTS:

The Board awarded to the Children's Council Opioid Settlement money for the Family Connects Program. The Family Connects Program is run by AppHealthCare with grant funds flowing from the Children's Council to AppHealthCare to provide the services. The Children's Council is requesting the Opioid Settlement funds be directly awarded to AppHealthCare to eliminate the additional step. The amount awarded to the Children's Council for the Family Connects Program was \$63,824.

Board action is required to award the Children's Council Opioid Settlement funds directly to AppHealthCare in the amount of \$63,824 to fund the Family Connects Program.



July 31, 2023

Deron Geouque
Watauga County Manager

Re: Opioid Settlement Funds

Dear Deron:

We were so pleased to learn that we were awarded Opioid Settlement Funds for the Family Connects program. This grant will help us provide meaningful support to children in our community who are impacted by addiction of their parents.

As you are aware, the Children's Council partners with AppHealth Care for the delivery of the Family Connects program. The Children's Council currently administers a pilot grant for the Family Connects program which will come to an end in November 2023. In our conversations about how we can best sustain these services to families in our community after the pilot funding end, the Children's Council and AppHealthCare recognize that the delivery of the program and its services will likely transfer to AppHealthCare for long-term sustainability. We are working on the details of that transition over the next couple of months.

The proposal we submitted for Opioid Relief Funds, requested support for the wages of the nurses who deliver the program as well as for their training. With this in mind, we think it might be simpler if the grant was awarded directly to AppHealthCare for the Family Connects program. Nothing would change regarding the purpose of the proposal, it would just allow the funding to go directly to AppHealthCare without flowing through the Children's Council first.

Jenn Greene and I believe this would simplify things, allowing funds to go directly to the agency who employs the nursing team for the program. As it stands now, I understand the county will administer the funds to AppHealthCare. AppHealthCare will administer the funds to the grant recipients. In our case, the Children's Council would administer the funds right back to AppHealthCare. It seems simpler to us to have the grant go directly to AppHealthCare.

What are your thoughts? If this is not a possibility, the Children's Council can administer the grant as originally planned. Please let me know if you have any questions about this request.

Sincerely,

Elisha Childers
Executive Director



Agreement
between
Watauga County
and
Appalachian District
Health Department
(AppHealthCare)



WHEREAS Watauga County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”);

WHEREAS Watauga County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.5 of the MOA states:

Use of settlement funds under Option A and Option B. Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

Now, **THEREFORE**, in consideration of the following terms, the parties as follows:

A. Term. The term of this agreement is beginning July 1st, 2023, terminating June 30th, 2024.

B. Contractor responsibilities. Appalachian District Health Department (AppHealthCare) shall:

- (1) Purchase a converted recreational vehicle to be outfitted for mobile health use;
- (2) Provide linkages to care for medication-assisted treatment, substance use treatment services, peer support, and harm reduction services for Family Connects clients impacted by substance use disorder;
- (3) Subcontract with the following agencies for pre-approved projects:
 - A. Mediation & Restorative Justice Center/Homestead Recovery Center;
 - B. High Country Community Health/AppFamily Medicine;

- (4) Coordinate and/or contract with a professional consultant to lead strategic planning efforts for future opioid settlement projects in collaboration with the County, partner agencies, and community stakeholders;
- (5) Provide harm reduction services, training, and health education to prevent and/or reduce overdose deaths in alignment with the Vital Strategies matching funds grant;
- (6) Provide an end-of-year impact report for FY 23-24 by July 31st, 2024 using the Attachment A reporting template.

C. Watauga County's Responsibilities. Watauga County shall:

- (1) Provide funds not to exceed \$75,000 for the purchase of the mobile health bus;
- (2) Provide funds not to exceed \$63,824 for Family Connects nurse time and training as well as purchase of naloxone for distribution to families;
- (3) Provide funds not to exceed \$97,352 for approved subcontract with Mediation & Restorative Justice Center/Homestead Recovery Center;
- (4) Provide funds not to exceed \$63,824 for approved subcontract with High Country Community Health/AppFamily Medicine;
- (5) Provide funds not to exceed \$32,294 for coordination and/or contracts for strategic planning efforts for future opioid settlement projects;
- (5) Provide Vital Strategies grant matching funds of \$40,000 per agreement to provide \$40,000 annually for a period of three years, with at least 75% of matching funding, or an allocation of \$30,000 annually for the duration of the settlement funding, through 2038.

D. Amendments. This Agreement may be amended by written consent of both parties, all amendments shall be attached to this agreement.

E. Civil Rights: All activities under this contract will be conducted in accordance with Title VI, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and Age Discrimination Act of 1975 and the Watauga County rules, regulations and policies. No person, shall, on the grounds of age, race, color, creed, marital status, national origin, political beliefs, sex, handicap or financial status be submitted to discrimination under this contract.

F. In the event Contractor should die, become permanently disabled, or lose licensure required to perform the services set forth herein, this agreement shall be deemed to immediately terminate. If this agreement terminates before the end of the term, Contractor is subject to repayment of the funds received to Watauga County, for which they have not expended under Option A at the termination date, have failed to use appropriately and/or, misappropriated.

G. Contractor shall have no rights to transfer, or pledge any rights or benefits accruing to Contractor hereunder.

H. Watauga County's rights and obligations under this agreement shall inure to the benefit and shall be binding upon Watauga County's successors and assigns.

I. All rights and liabilities of the parties of this agreement shall be determined in accordance with North Carolina law.

J. In the event any of the terms of this agreement are held to be partially or wholly invalid or unenforceable, such holdings affect, alter, modify or impair any of the other terms of this agreement which are otherwise to be held to be valid to be enforceable.

K. This agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof.

Watauga County

Appalachian District Health Department
(AppHealthCare)

Larry Turnbow, Chair
Watauga County Board of Commissioners

Jennifer Greene
Health Director/CEO

Date: _____

Date: _____

ATTEST:

Deron Geouque, County Manager

Angela R. Poole, Business Officer/CFO
Appalachian District Health Department
AppHealthCare

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

ATTACHMENT A: END-OF-YEAR REPORTING TEMPLATE

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Please provide the following financial information:
 - a. The amount received during the fiscal year.
 - b. A brief description of the goods, services, or other value provided by the sub-recipient (for example, “addiction treatment services” or “peer-support services” or “syringe service program” or “naloxone purchase”).
4. Name of funded strategy, letter and/or number of funded strategy on Exhibit A to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.
5. Brief progress report describing the funded strategy and progress made during the fiscal year. Recommended length: less than one page (250 words).
6. Brief success story from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: less than one page (250 words).
7. One or more process measures, addressing the question, “How much did you do?”
Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
8. One or more quality measures, addressing the question, “How well did you do it?”
Examples: percentage of clients referred to care or engaged in care; percentage of staff with Exhibits, page 21 certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.
9. One or more outcome measures, addressing the question, “Is anyone better off?”
Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.
10. Demographic information on the participation or performance of people of color and other historically marginalized groups.

AGENDA ITEM 8:

MIDDLE FORK GREENWAY TWEETSIE UNDERPASS BID AWARD REQUEST

MANAGER'S COMMENTS:

Ms. Carrie Caviness, Middle Fork Greenway, will request the Board award the bid to Cinderella Partners in the amount of \$425,807.94. Four bids were received with Cinderella Partners being the lowest responsive bidder. Funding for the project will come from Middle Fork Greenway and TDA.

Board action is required to award the bid in the amount of \$425,807.94 to Cinderella Partners for the MFG Tweetsie Underpass project.



August 7th, 2023

To: Watauga County Commissioners

From: Carrie Caviness, President, IEC

Re: Middle Fork Greenway Tweetsie Underpass Bidding & Recommendation

This memo serves to detail the Middle Fork Greenway (MFG) Tweetsie Underpass bidding process and IEC and Blue Ridge Conservancy's (BRC) recommendation to the County for contract award. BRC and Watauga County have proposed the MFG Tweetsie Underpass project to connect two existing portions of greenway located along US Hwy 321. The project proposes asphalt greenway trail, a single bridge, and culvert chamber connection to enable pedestrian traffic and use.

IEC assembled the bid package including instructions, alternatives, and technical specifications to accompany the construction documents in June 2023. IEC presented this package to Mr. Deron Geouque in person on June 29th, 2023. Advertisement for the project began on July 5th, 2023 in the Watauga Democrat (3 weeks) and Greater Diversity News (2 weeks); potential bidders were referred to the full bid package which posted on the County website the same day. IEC also disseminated the bid package to HUD and SBE/DBE General Contracting firms within the high country region per the recommendation of the High Country Council of Governments staff.

Bids were opened by Carrie Caviness on July 28th, 2023 in the County Administration Building, Suite 111; Dr. Caviness was accompanied by Ms. Wendy Patoprsty (BRC MFG Coordination) during the opening, tabulation, and recognition of the apparent low bidder. All bids received are given below:

Contractor	Bid Bond	Base Bid
Polivka International Co Inc	yes	\$1,085,000
Cinderella Partners	yes	\$425,807.94
NHM Constructors Inc	yes	\$520,999
JW Hampton	yes	\$717,781

A request for additional information/project experience was sent to the two apparent lowest bidders who successfully met all conditions of the bid process; those firms were NHM Constructors, Inc. and Cinderella Partners, Inc. Both firms responded similarly and adequately. Therefore, IEC and BRC recommend the MFG Tweetsie Underpass project be awarded to Cinderella Partners, Inc. This recommendation was made to Mr. Geouque on Friday, August 4th, 2023.

<u>Contractor</u>	<u>Bid Bond</u>	<u>Base Bid</u>	<u>5%</u>	<u>Bid Alternative</u>
Polivka International Co Inc	yes	\$1,085,000	\$54,250	not listed
Cinderella Partners	yes	\$425,807.94	\$21,290	not listed
NHM Constructors Inc	yes	\$520,999	\$26,049	not listed
JW Hampton	yes	\$717,781	\$35,889	\$2,000

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AGENDA ITEM 9:

WAMY REPORT

MANAGER'S COMMENTS:

Ms. April Beck, WAMY, will update the Board on the Community Needs Survey.

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



Every three years, WAMY Community Action, Inc. conducts a wide-spread Community Needs Survey (CNS). In the 2019 & 2022 CNS, housing was named as the top identified need in Watauga County. Respondents noted that housing affordability and availability were significant concerns, but also stated that there was a desperate need for home repair services for low-income households. The data from the 2019 CNS led to the development of WAMY's Community Housing Coalitions, which is a grass-roots effort to bring together all stakeholders concerned about housing (local governments, non-profits, faith organizations, and private citizens) to the table for collaboration and service delivery.

According to the Housing Assistance Council's Rural Data Portal, 39.7% of Watauga County Homes are 40 years or older. Further, 21.8% of the Watauga County population lives in poverty (Census.gov). Homes that are aging and belonging to residents with low-income commonly fall into disrepair. Many low-income families live in ancestral homes and/or aging homes. Unfortunately, these homes frequently need repairs, but those repairs often take a backseat to other critical needs such as childcare, transportation, food, medical costs, etc. As time goes on, simple repairs get neglected, the repair need grows in scope and cost, and the home becomes hazardous to the resident's health. Most homes WAMY evaluates for our housing programs have leaky roofs, damaged floors, damaged windows, mold, electrical issues, and more.

When a low-income unit becomes deteriorated due to the homeowner's inability to make simple repairs, there are few options for families. According to the High Country Association of Realtors, the median home sales price in Watauga County is currently \$470,000! Given the inflated market and limited housing stock, finding replacement housing for a low-income family is impossible. While there is low-income housing in Watauga County, there is not enough supply to meet the demand, and wait-lists are long. For most, their only option is to remain in a home that is unsafe and unhealthy, or face displacement.

While creating housing can clearly add to the low-income housing stock, new construction can take years and cost millions of dollars. Due to high land and development costs and restrictive land use regulations, it is extremely difficult and expensive to build rental

housing for every low-income family. Preservation of existing affordable units is necessary to prevent the housing gap from increasing even further.

With the increasing number of aging homes in this region, it is imperative that we address the segment of our population who wish to remain in their homes although the home's current condition negatively impacts their health. An ongoing home repair program is vital to meeting the needs of those who currently have a place to live but do not have the means to bring the home up to suitable standards. The quality of existing houses in this region may be declining; however, through home repair and rehabilitation these properties can be given new life. Rehabilitation prevents families from needing to enter the open market, and if occupied houses are revitalized, those homes will be suitable to house future dwellers, thus preventing an overabundance of abandoned, derelict properties.

To adequately tackle the housing issue, we must address not only the availability of homes for those in need of placement, but also the quality of homes to allow families to remain where they are.

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AGENDA ITEM 10:

BID AWARD REQUEST FOR UPDATING LIBRARY HVAC

MANAGER'S COMMENTS:

Mr. Robert Marsh, Maintenance Director, will request the Board award a contract to Alpha Energy Solutions in the amount of \$153,782 for air conditioning equipment at the Watauga County Library. Three bids were received with Alpha Energy Solutions being the lowest responsive bidder.

Board action is required to award Alpha Energy Solutions the contract for the replacement of five air cooled condensers and associated air handler coils at the Watauga County Library in the amount of \$153,782.




WATAUGA COUNTY MAINTENANCE DEPARTMENT

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 

DATE: August 9, 2023

RE: Bid Award Request

BACKGROUND

The air conditioning equipment at the Watauga County Library is 25 years old and in need of replacement. Staff received bids for the replacement of five air-cooled condensing units and five air handler coils. The scope of work also includes new insulated line sets. Bids were originally received in 2022 and rejected by Maintenance. Bidders were asked to update their bids in April 2023 and bid similar equipment and scope of services.

BID SUMMARY

<u>Vendor</u>	<u>Price</u>	<u>Revised Bid</u>
Pyatt Heating & Air Conditioning	\$145,316	Would not submit revised bid
Alpha Energy Solutions	\$153,782	\$153,782
Triangle Contractors	\$168,200	\$240,000

RECOMMENDATION

Staff recommends the work be awarded to the low bidder, Alpha Energy Solutions, for an amount of \$153,782 for the replacement of five air cooled condensers and associated air handler coils at the Watauga County Library.

PROPOSAL

Alpha Energy Solutions

7200 Distribution Drive
Louisville, KY 40258-2827
Voice-888-212-6324 Fax-866-296-8035
Web Site-www.alphamechanicalservice.com

April 4, 2023

E-mail-brian.wilson@aamservice.com

To: Watauga County Public Library
Attn: Derrick Ellison
Location: 274 Winklers Creek Rd.
Boone, NC 28607

Job Name: 5 System Replacement
Estimating Job Number: 966923

We are pleased to propose the following for your approval:

Scope of work:

- Alpha will remove and discard existing coils from air handlers (5 total)
- Alpha will remove and discard existing condensing units (5 total)
- Alpha will remove and discard existing copper line set to each units (5 sets)
- Alpha will provide and install new replacement coils in air handlers
- Alpha will provide and install new condensers out to the side of building (5 total)
- Alpha will provide and install new copper line sets to each new system
- Alpha will insulate each new line set
- Alpha will start up and verify operation
- Alpha will leak check each system

Exclusion:

- No overtime. All work to be performed during normal business hours, Monday through Friday, 7:00am – 3:30pm.
- Customer must make Alpha aware of any present asbestos prior to start of service/work.
- Not responsible for asbestos abatement or removal.

We propose hereby to furnish material and labor – complete in accordance with these specifications, for the sum of **One Hundred Fifty-Three Thousand Seven Hundred Eighty-Two Dollars and 19/100... (\$153,782.19)**

Payable as follows: FOR PROJECTS WITH A QUOTED PRICE OF \$20,000.00 OR MORE, UPON EXECUTION OF PROPOSAL, ALPHA MECHANICAL SERVICE, INC WILL REQUIRE A 50% DEPOSIT TO COVER MOBILIZATION AND PROCUREMENT OF MATERIALS. UPON COMPLETION OF JOB, ALPHA MECHANICAL SERVICE, INC. WILL REQUIRE THE REMAINDER TO BE PAID WITHIN 30 DAYS.

All material is guaranteed to be as specified. **Material pricing may change due to market volatility.** All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our controls. Owner to carry fire, tornado, and other necessary insurance. We are fully covered by General Liability and Workman’s Compensation Insurance. **This proposal may be withdrawn by us if not accepted within 7 days.**

Warranty: The customer should be made aware that any warranty work completed by Alpha Energy Solutions will be billed direct to the customer upon completion. ALPHA ENERGY SOLUTIONS will file necessary paperwork with the manufacturer/warranty company, etc. When ALPHA ENERGY SOLUTIONS receives credit from the manufacturer/warranty company for the part(s) that are covered under warranty, this credit will be passed to the customer as a credit memo on their account. Credits to the customers may not offset what was originally invoiced to the customer, and therefore the customer is responsible for any amounts above the credit given by the manufacturer/warranty company.

Authorized Signature _____
Name: N/A
Phone:
Title:

Authorized Signature _____
Name: Brian Wilson
Phone: 423-429-7948
Title: Regional Account Manager

Acceptance of this proposal – The price, 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. Please sign and return or fax.

Signature: _____ Date: _____ P.O. # _____



SUBMITTAL DATA

Job Name	Watauga County Library Coils and CUs
For	
Sold To	
Prepared For	
Customer PO#	
Prepared By	Hoffman & Hoffman, Inc.
Date	4/14/2023

Table of Contents

Technical Data Sheet - AHU-1 Coil	3
Coil_DX_5EN_RH_Vision_LSL_Drawing - AHU-1 Coil	5
Technical Data Sheet - CU-1	6
RCS15H_Drawing - CU-1	8
Technical Data Sheet - AHU-2 Coil	9
Coil_DX_5EN_RH_Vision_LSL_Drawing - AHU-2 Coil	11
Technical Data Sheet - CU-2	12
RCS15H_Drawing - CU-2	14
Technical Data Sheet - AHU-3 Coil	15
Coil_DX_5EN_RH_Vision_LSL_Drawing - AHU-3 Coil	17
Technical Data Sheet - CU-3	18
RCS10H_Drawing - CU-3	20
Technical Data Sheet - AHU-4 Coil	21
Coil_DX_5EN_LH_Vision_LSL_Drawing - AHU-4 Coil	23
3 Ton CU - DX13SA0363 Sub	24

AHU-1 Coil

Technical Data Sheet

Job Information | **Technical Data Sheet**

Job Name Watauga County Library Coils and CUs
Date 4/14/2023
Submitted By Adam Kaufman
Software Version 09.70 **Coil DLL Version** 09.70
Unit Tag AHU-1 Coil



Coil Overview

Model Number	Application	Total Capacity Btu/hr	Air Flow CFM	Fin Height in	Fin Length in
5EN1103C	DX coil	230123	8000	30	70.50

Coil

Model Number: 5EN1103C
Application: DX coil
Type: 5EN - Normal
Crating: Standard Crate
Approval: AHRI
Refrigerant: R410A

Physical (Per Coil)

Depth		Height		Length		Weight			
						Shipping	Operating	Dry	
5.50 in		32.00 in		83.75 in		369 lb	178 lb	155 lb	
Tube Diameter		Fin		Material		Tube			
0.625 in		0.0075 in Aluminum		0.020 in Copper nominal		Galvanized steel			
Fin Design		Fins per Inch		Number of Rows		Geometry		Tube Spacing	
Corrugated		11		3		Fin Height 30 in		Fin Length 70.50 in	
								1.50 X 1.299	
Type		Connection		Hand		Length		Flange Dimensions	
Copper tube (O.D. sweat)		Right Hand		Right Hand		6.00 in		Header 1.00 in	Side 1.00 in
Number of Circuits		Liquid Connection		Suction Connection					
1		Quantity 1		Size 1.13 in		Quantity 1		Size 1.63	

Performance

Air Flow CFM		Altitude ft		Face Area ft ²		Face Velocity ft/min		DX Coil Refrigerant Weight lb	
8000		0		14.7		544.7		23.0	
Capacity		Suction Temperature °F		Air Temperature				Air Pressure Drop inH ₂ O	
Total Btu/hr	Sensible Btu/hr			Entering		Leaving			
		Dry Bulb °F	Wet Bulb °F	Dry Bulb °F	Wet Bulb °F	Dry Bulb °F	Wet Bulb °F		
230123	171079	45.0	80.0	67.0	60.4	58.0	0.82		

Replacement Coil

Type	Serial Number	Order Number
LSL coil		

AHRI Certification



Coil is NOT certified by AHRI.

AHRI Performance Criteria

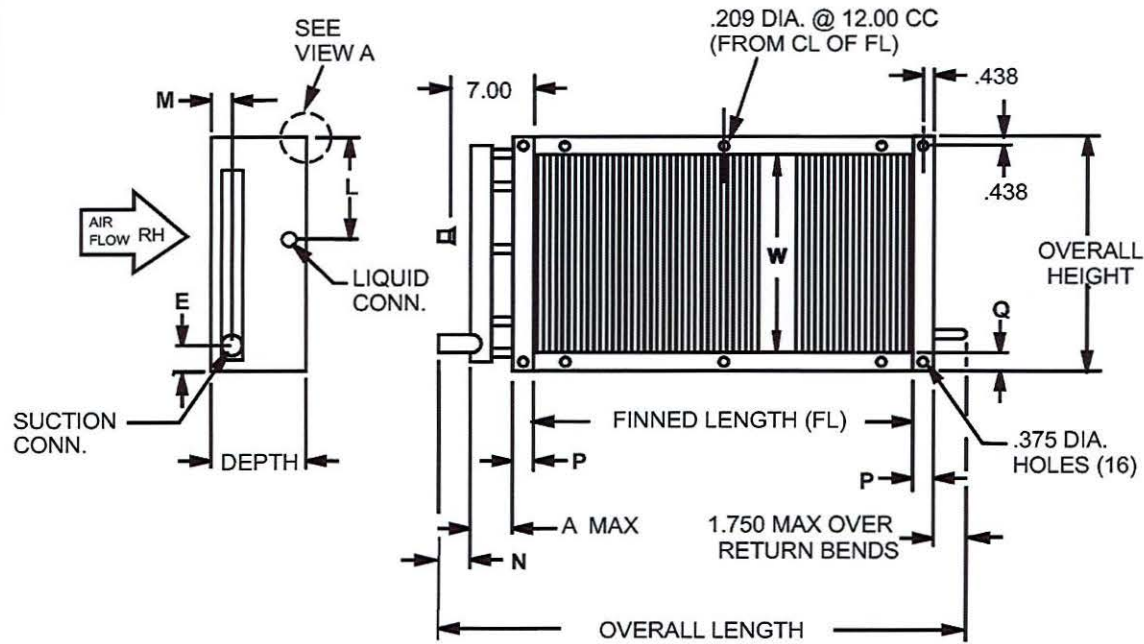
Sub-cooled Refrigerant Liquid Temperature:	110 °F
Suction Vapor Superheat at Coil outlet:	8 °F
Design Saturated Condensing Temperature:	110 °F
Minimum Fin Surface Temperature:	32 °F
Minimum Tube Wall Surface Temperature:	32 °F

IPSFVU

Watauga County Library C

5

4/14/2023



GENERAL NOTES:

1. VERTICAL OR HORIZONTAL AIR FLOW MUST BE SPECIFIED.
2. CONNECT COILS FOR COUNTERFLOW I.E. ENTERING LIQUID CONNECTION ON LEAVING AIR SIDE OF COIL.
3. CONNECTIONS ARE COPPER SWEAT.
4. ALL DIMENSIONS ARE IN INCHES.
5. CONNECTION LOCATION $\pm .125$.
6. $L = 1/4$ OF WIDTH DIMENSION $\pm .250$.
7. $.250$ O.D. EQUALIZER LINE ON EACH HEADER.

Dimensions															
Coil Model	Coil Airflow	Rows	Fin Height (in)	Fin Length (in)	Overall Height (in)	Overall Length (in)	A (in)	B (in)	E (in)	L (in)	M (in)	N (in)	P (in)	Q (in)	Depth (in)
5EN1103C	Horizontal	3	30	70.50	32.00	83.75	3.500	2.300	4.550	15.00	1.45	6.00	1.00	1.00	5.500

Product Drawing

Unit Tag: AHU-1 Coil

Sales Office: Hoffman & Hoffman, Inc.

Product:

Project Name: Watauga County Library

Sales Engineer:

Model: 5EN

Apr. 14, 2023

Ver/Rev:

Sheet: 1 of 1

Scale: NTS

Tolerance: +/- 0.25"

Dwg Units: (in)



13600 Industrial Park Blvd. Minneapolis, MN 55441
www.DaikinApplied.com Software Version: 09.70

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

AHU-1 Coil

Coil_DX_5EN_RH_Vision_LSL_Drawing

CU-1

Technical Data Sheet

Job Information | **Technical Data Sheet**

Job Name Watauga County Library Coils and CUs
Date 4/14/2023
Submitted By Adam Kaufman
Software Version 09.20
Unit Tag CU-1



Unit Overview

Model Number	Voltage V/Hz/Phase	Refrigeration Effect Btu/hr	Unit Power kW	IEER
RCS20H240C	208/60/3	259470	21.7	13.2

Unit

Model Number: RCS20H240C
Type: Commercial
Approval: cULus
Refrigerant Type: R410A **No. of Refrigerant Circuits:** 1 **Refrigerant Weight:** 40.7 lb

Condensing Section

Temperature		Altitude	Refrigeration Effect	Power
Suction	Ambient			
45.0 °F	95.0 °F	0 ft	259470 Btu/hr	21.7 kW

Compressor

Quantity	Type	Capacity Control	Compressor Isolation
2	Scroll	2 steps	Resilient
Full Load Current:			
Compressor 1	34.0 A		
Compressor 2	34.0 A		

Condenser

Type	Coil		Fans Condenser Fan Type	Fan Motors	
	Number of Rows	Fins per Inch		Quantity	Full Load Current
Copper tube	3	22	Standard	3	5.30 A

Physical

Dimensions and Weight

Length	Height	Width	Operating Weight
83.9 in	44.8 in	38.4 in	926 lb

Connections

Connection	Connection Sizes
Suction Line Circuit	(1) 1.625 in.
Liquid Line Circuit	(1) 0.625 in.

Electrical

Voltage	MROPD	Field Power Connection	MCA	SCCR	Field Outlet Connection
208/60/3 V/Hz/Phase	90 A	Single power block	59.0 A	5 kAIC	None

Note: Use only copper supply wires with ampacity based on 75° C conductor rating. Connections to terminals must be made with copper lugs and copper wire.

CU-1

Technical Data Sheet

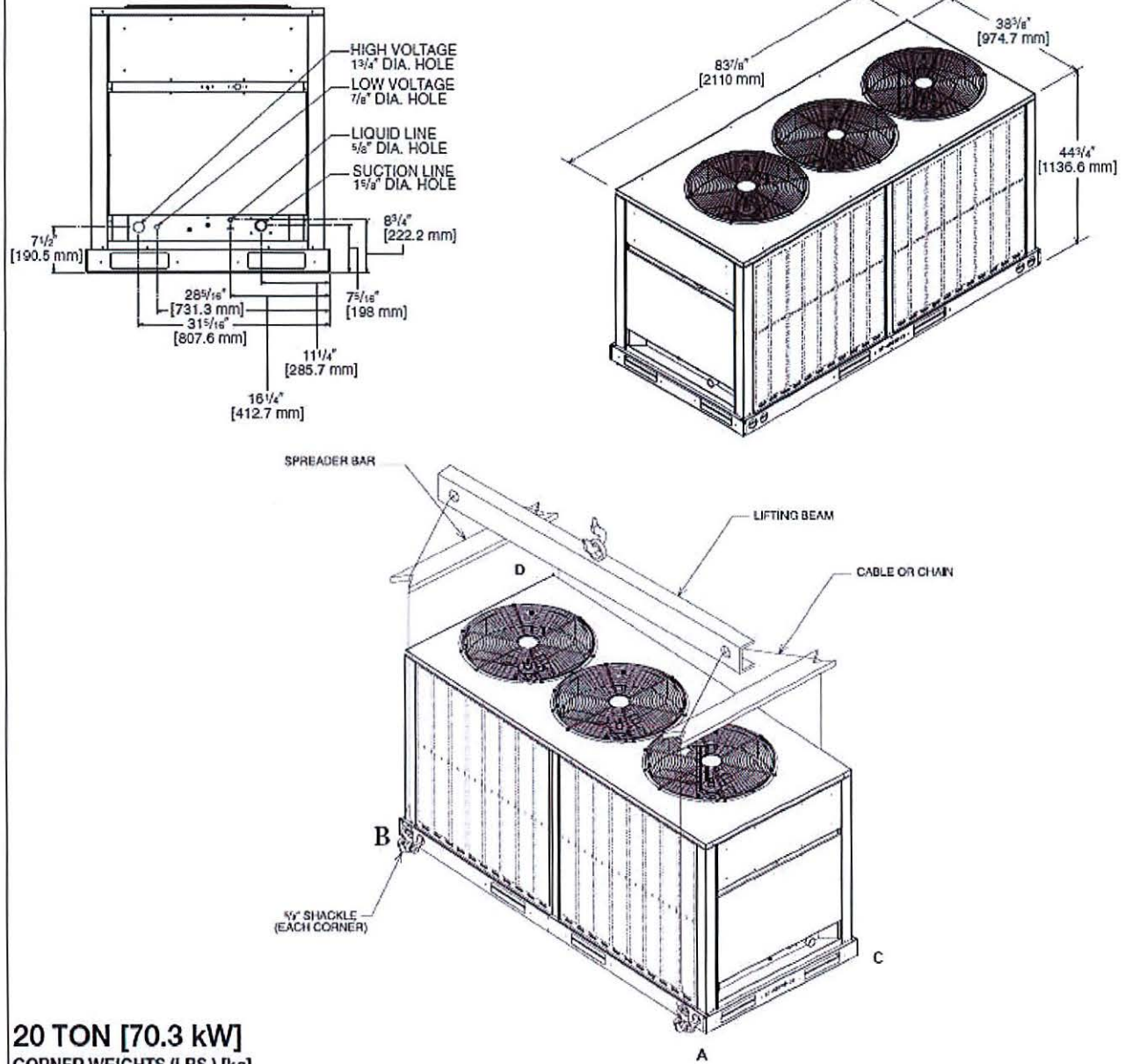
Options	
Unit	
Hot Gas Bypass:	None
Condenser Coil Options:	Aluminum fins
Electrical	
Field Connection	Single power block
Wiring Options	Sealtite conduit
GFI Receptacle	None
Unit Control	
Temperature Controls:	Terminal strip for YGR
Low Ambient Control:	0 degree standard

Warranty	
Parts:	Standard one year parts
Compressor:	Standard five year compressor

CU-1

RCS15H_Drawing

UNIT DIMENSIONS AND WEIGHTS 15 & 20 TON [52.8 & 70.3 kW]



20 TON [70.3 kW]

CORNER WEIGHTS (LBS.) [kg]

MODEL	TOTAL WEIGHT LBS. [kg]	CORNER WEIGHTS, LBS. [kg]			
		A	B	C	D
RCS015H	832 [378]	240 [109]	183 [83]	167 [76]	242 [110]
RCS020H	926 [420]	308 [140]	128 [58]	161 [73]	328 [149]

[] Designates Metric Conversions

Product Drawing	Unit Tag: CU-1			 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 09.20		
Product:	Project Name: Watauga County					
Model: RCS20H240C	Sales Office: Hoffman & Hoffman, Inc.			Apr. 14, 2023	Ver/Rev:	Sheet 1 of 1
Sales Engineer:				Scale: NTS	Tolerance: +/- 0.25"	Dwg Units: in [mm]
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.						

AHU-2 Coil

Technical Data Sheet

Job Information | **Technical Data Sheet**

Job Name	Watauga County Library Coils and CUs		
Date	4/14/2023		
Submitted By	Adam Kaufman		
Software Version	09.70	Coil DLL Version	09.70
Unit Tag	AHU-2 Coil		



Coil Overview

Model Number	Application	Total Capacity Btu/hr	Air Flow CFM	Fin Height in	Fin Length in
5EN1103C	DX coil	230123	8000	30	70.50

Coil

Model Number:	5EN1103C
Application:	DX coil
Type	5EN - Normal
Crating:	Standard Crate
Approval:	AHRI
Refrigerant:	R410A

Physical (Per Coil)

Depth	Height	Length	Weight		
			Shipping	Operating	Dry
5.50 in	32.00 in	83.75 in	369 lb	178 lb	155 lb
Material					
Tube Diameter	Fin	Tube	Case		
0.625 in	0.0075 in Aluminum	0.020 in Copper nominal	Galvanized steel		
Geometry					
Fin Design	Fins per Inch	Number of Rows	Fin Height	Fin Length	Tube Spacing
Corrugated	11	3	30 in	70.50 in	1.50 X 1.299
Connection			Flange Dimensions		
Type	Hand	Length	Header	Side	
Copper tube (O.D. sweat)	Right Hand	6.00 in	1.00 in	1.00 in	
Number of Circuits	Liquid Connection		Suction Connection		
	Quantity	Size	Quantity	Size	
1	1	1.13 in	1	1.63	

Performance

Air Flow CFM	Altitude ft	Face Area ft ²	Face Velocity ft/min	DX Coil Refrigerant Weight lb			
8000	0	14.7	544.7	23.0			
Capacity		Suction Temperature °F	Air Temperature		Air Pressure Drop inH ₂ O		
Total Btu/hr	Sensible Btu/hr	45.0	Entering		Leaving		
230123	171079		Dry Bulb °F	Wet Bulb °F		Dry Bulb °F	Wet Bulb °F
			80.0	67.0	60.4	58.0	0.82

Replacement Coil

Type	Serial Number	Order Number
LSL coil		

AHRI Certification



Coil is NOT certified by AHRI.

AHRI Performance Criteria

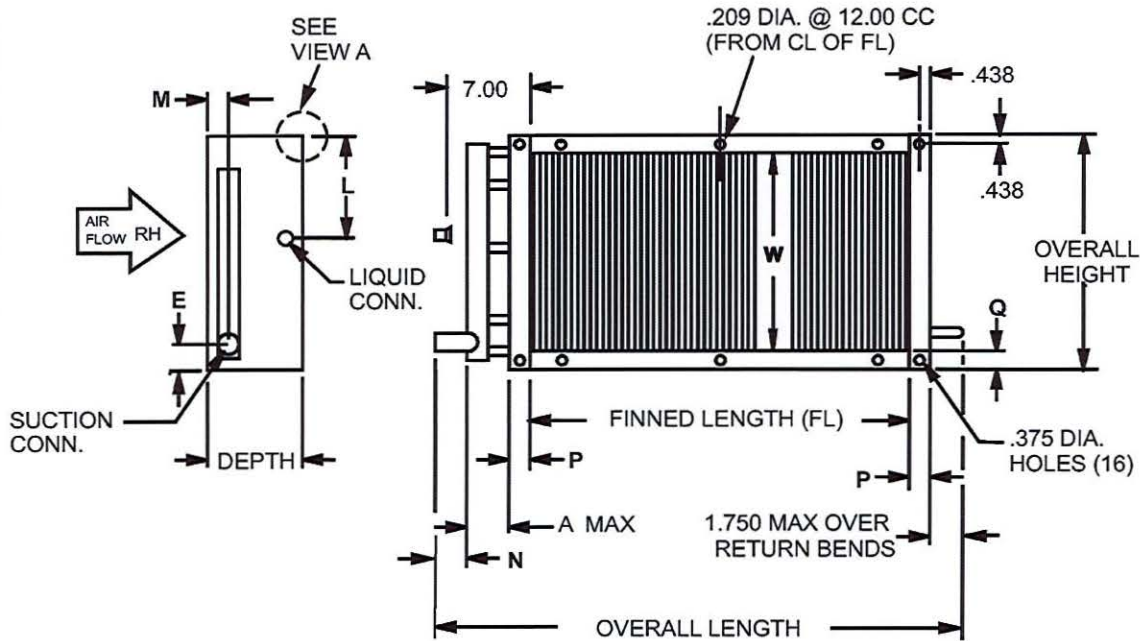
Sub-cooled Refrigerant Liquid Temperature:	110 °F
Suction Vapor Superheat at Coil outlet:	8 °F
Design Saturated Condensing Temperature:	110 °F
Minimum Fin Surface Temperature:	32 °F
Minimum Tube Wall Surface Temperature:	32 °F

IPSFVU

Watauga County Library C

11


4/14/2023



GENERAL NOTES:

1. VERTICAL OR HORIZONTAL AIR FLOW MUST BE SPECIFIED.
2. CONNECT COILS FOR COUNTERFLOW I.E. ENTERING LIQUID CONNECTION ON LEAVING AIR SIDE OF COIL.
3. CONNECTIONS ARE COPPER SWEAT.
4. ALL DIMENSIONS ARE IN INCHES.
5. CONNECTION LOCATION $\pm .125$.
6. $L = 1/4$ OF WIDTH DIMENSION $\pm .250$.
7. $.250$ O.D. EQUALIZER LINE ON EACH HEADER.

Dimensions															
Coil Model	Coil Airflow	Rows	Fin Height (in)	Fin Length (in)	Overall Height (in)	Overall Length (in)	A (in)	B (in)	E (in)	L (in)	M (in)	N (in)	P (in)	Q (in)	Depth (in)
5EN1103C	Horizontal	3	30	70.50	32.00	83.75	3.500	2.300	4.550	15.00	1.45	6.00	1.00	1.00	5.500

Product Drawing		Unit Tag: AHU-2 Coil			Sales Office: Hoffman & Hoffman, Inc.			 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 09.70			
Product:		Project Name: Watauga County Library			Sales Engineer:						
Model: SEN		Apr. 14, 2023	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 0.25"	Dwg Units: (in)				

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

AHU-2 Coil

Coil_DX_SEN_RH_Vision_LSL_Drawing

CU-2

Technical Data Sheet

Job Information | **Technical Data Sheet**

Job Name	Watauga County Library Coils and CUs
Date	4/14/2023
Submitted By	Adam Kaufman
Software Version	09.20
Unit Tag	CU-2



Unit Overview

Model Number	Voltage V/Hz/Phase	Refrigeration Effect Btu/hr	Unit Power kW	IEER
RCS20H240C	208/60/3	259470	21.7	13.2

Unit

Model Number:	RCS20H240C
Type:	Commercial
Approval:	cULus
Refrigerant Type:	R410A
No. of Refrigerant Circuits	1
Refrigerant Weight	40.7 lb

Condensing Section

Temperature		Altitude	Refrigeration Effect	Power
Suction	Ambient			
45.0 °F	95.0 °F	0 ft	259470 Btu/hr	21.7 kW

Compressor

Quantity	Type	Capacity Control	Compressor Isolation
2	Scroll	2 steps	Resilient
Full Load Current:			
Compressor 1	34.0 A		
Compressor 2	34.0 A		

Condenser

Type	Coil		Fans Condenser Fan Type	Fan Motors	
	Number of Rows	Fins per Inch		Quantity	Full Load Current
Copper tube	3	22	Standard	3	5.30 A

Physical

Dimensions and Weight

Length	Height	Width	Operating Weight
83.9 in	44.8 in	38.4 in	926 lb

Connections

Connection	Connection Sizes
Suction Line Circuit	(1) 1.625 in.
Liquid Line Circuit	(1) 0.625 in.

Electrical

Voltage	MROPD	Field Power Connection	MCA	SCCR	Field Outlet Connection
208/60/3 V/Hz/Phase	90 A	Single power block	59.0 A	5 kAIC	None

Note: Use only copper supply wires with ampacity based on 75° C conductor rating. Connections to terminals must be made with copper lugs and copper wire.

CU-2

Technical Data Sheet

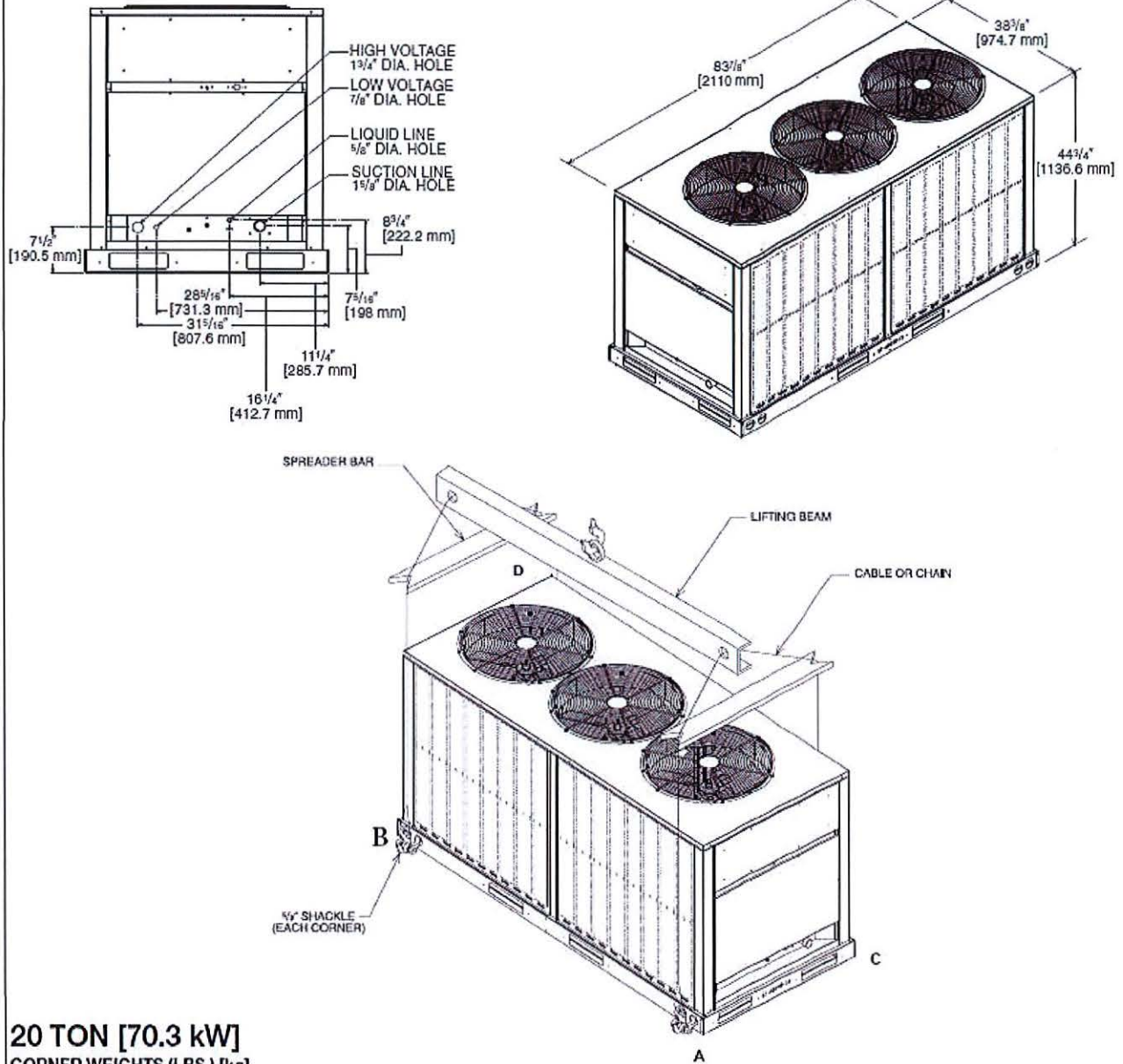
Options

		Unit
Hot Gas Bypass:	None	
Condenser Coil Options:	Aluminum fins	
		Electrical
Field Connection	Single power block	
Wiring Options	Sealtite conduit	
GFI Receptacle	None	
		Unit Control
Temperature Controls:	Terminal strip for YGR	
Low Ambient Control:	0 degree standard	

Warranty

Parts:	Standard one year parts
Compressor:	Standard five year compressor

UNIT DIMENSIONS AND WEIGHTS 15 & 20 TON [52.8 & 70.3 kW]



20 TON [70.3 kW]
CORNER WEIGHTS (LBS.) [kg]

MODEL	TOTAL WEIGHT LBS. [kg]	CORNER WEIGHTS, LBS. [kg]			
		A	B	C	D
RCS015H	832 [378]	240 [109]	183 [83]	167 [76]	242 [110]
RCS020H	926 [420]	308 [140]	128 [58]	161 [73]	328 [149]

[] Designates Metric Conversions

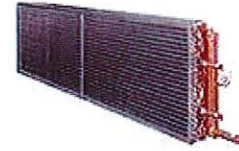
Product Drawing	Unit Tag: CU-2			
Product:	Project Name: Watauga County			
Model: RCS20H240C	Sales Office: Hoffman & Hoffman, Inc.			13600 Industrial Park Blvd. Minneapolis, MN 55441
Sales Engineer:	Apr. 14, 2023	Ver/Rev:	Sheet 1 of 1	www.DaikinApplied.com Software Version: 09.20
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.				

AHU-3 Coil

Technical Data Sheet

Job Information | **Technical Data Sheet**

Job Name	Watauga County Library Coils and CUs		
Date	4/14/2023		
Submitted By	Adam Kaufman		
Software Version	09.70	Coil DLL Version	09.70
Unit Tag	AHU-3 Coil		



Coil Overview

Model Number	Application	Total Capacity Btu/hr	Air Flow CFM	Fin Height in	Fin Length in
5EN1404B	DX coil	136777	4000	30	35.50

Coil

Model Number:	5EN1404B
Application:	DX coil
Type:	5EN - Normal
Crating:	Standard Crate
Approval:	AHRI
Refrigerant:	R410A

Physical (Per Coil)

Depth	Height	Length	Weight		
			Shipping	Operating	Dry
6.88 in	32.00 in	48.75 in	264 lb	138 lb	123 lb
Material					
Tube Diameter	Fin	Tube	Case		
0.625 in	0.0075 in Aluminum	0.020 in Copper nominal	Galvanized steel		
Geometry					
Fin Design	Fins per Inch	Number of Rows	Fin Height	Fin Length	Tube Spacing
Corrugated	14	4	30 in	35.50 in	1.50 X 1.299
Connection					
Type	Hand	Length	Flange Dimensions		
Copper tube (O.D. sweat)	Right Hand	6.00 in	Header	Side	
			1.00 in	1.00 in	
Liquid Connection					
Number of Circuits	Quantity	Size	Suction Connection		
1	1	0.88 in	Quantity	Size	
			1	1.63	

Performance

Air Flow CFM	Altitude ft	Face Area ft ²	Face Velocity ft/min	DX Coil Refrigerant Weight lb			
4000	0	7.4	540.8	16.0			
Capacity		Suction Temperature	Air Temperature			Air Pressure Drop	
Total Btu/hr	Sensible Btu/hr	°F	Entering		Leaving	inH ₂ O	
			Dry Bulb °F	Wet Bulb °F	Dry Bulb °F		Wet Bulb °F
136777	96528	45.0	80.0	67.0	57.9	56.1	0.79

Replacement Coil

Type	Serial Number	Order Number
LSL coil		

AHRI Certification



Coil is NOT certified by AHRI.

AHRI Performance Criteria

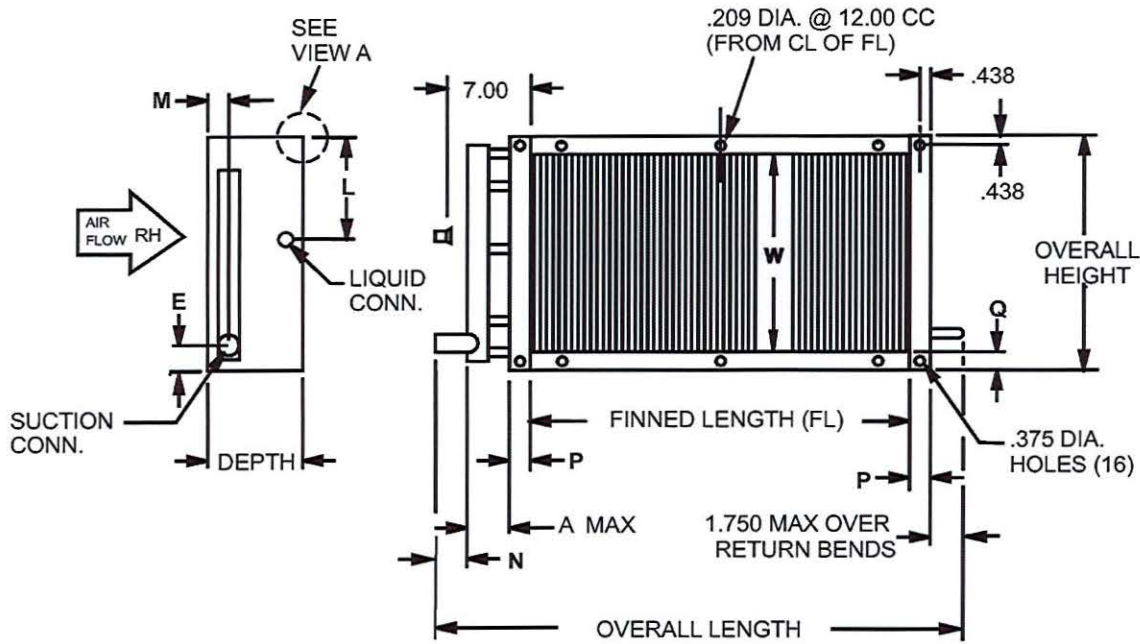
Sub-cooled Refrigerant Liquid Temperature:	110 °F
Suction Vapor Superheat at Coil outlet:	8 °F
Design Saturated Condensing Temperature:	110 °F
Minimum Fin Surface Temperature:	32 °F
Minimum Tube Wall Surface Temperature:	32 °F

IPSFVU

Watauga County Library C

17

4/14/2023



GENERAL NOTES:

1. VERTICAL OR HORIZONTAL AIR FLOW MUST BE SPECIFIED.
2. CONNECT COILS FOR COUNTERFLOW I.E. ENTERING LIQUID CONNECTION ON LEAVING AIR SIDE OF COIL.
3. CONNECTIONS ARE COPPER SWEAT.
4. ALL DIMENSIONS ARE IN INCHES.
5. CONNECTION LOCATION $\pm .125$.
6. $L = 1/4$ OF WIDTH DIMENSION $\pm .250$.
7. $.250$ O.D. EQUALIZER LINE ON EACH HEADER.

Dimensions															
Coil Model	Coil Airflow	Rows	Fin Height (in)	Fin Length (in)	Overall Height (in)	Overall Length (in)	A (in)	B (in)	E (in)	L (in)	M (in)	N (in)	P (in)	Q (in)	Depth (in)
SEN1404B	Horizontal	4	30	35.50	32.00	48.75	3.500	5.300	4.550	15.00	1.50	6.00	1.00	1.00	6.880

Product Drawing		Unit Tag: AHU-3 Coil			Sales Office: Hoffman & Hoffman, Inc.			 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 09.70		
Product:		Project Name: Watauga County Library			Sales Engineer:					
Model: SEN		Apr. 14, 2023	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 0.25"	Dwg Units: (in)			

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

AHU-3 Coil

Coil_DX_5EN_RH_Vision_LSL_Drawing

CU-3

Technical Data Sheet

Job Information | **Technical Data Sheet**

Job Name	Watauga County Library Coils and CUs
Date	4/14/2023
Submitted By	Adam Kaufman
Software Version	09.20
Unit Tag	CU-3



Unit Overview

Model Number	Voltage V/Hz/Phase	Refrigeration Effect Btu/hr	Unit Power kW	IEER
RCS12H150C	208/60/3	143020	11.9	14.2

Unit

Model Number:	RCS12H150C		
Type:	Commercial		
Approval:	cULus		
Refrigerant Type:	No. of Refrigerant Circuits	Refrigerant Weight	
R410A	1	25.9 lb	

Condensing Section

Temperature		Altitude	Refrigeration Effect	Power
Suction	Ambient			
45.0 °F	95.0 °F	0 ft	143020 Btu/hr	11.9 kW

Compressor

Quantity	Type	Capacity Control	Compressor Isolation
2	Scroll	2 steps	Resilient
Full Load Current:			
Compressor 1	17.2 A		
Compressor 2	17.2 A		

Condenser

Type	Coil		Fans		Fan Motors	
	Number of Rows	Fins per Inch	Condenser Fan Type	Quantity	Full Load Current	
Copper tube	2	22	Standard	2	4.70 A	

Physical

Dimensions and Weight

Length	Height	Width	Operating Weight
73.9 in	44.8 in	38.4 in	647 lb

Connections

Connection	Connection Sizes
Suction Line Circuit	(1) 1.625 in.
Liquid Line Circuit	(1) 0.625 in.

Electrical

Voltage	MROPD	Field Power Connection	MCA	SCCR	Field Outlet Connection
208/60/3 V/Hz/Phase	80 A	Single power block	53.0 A	5 kAIC	None

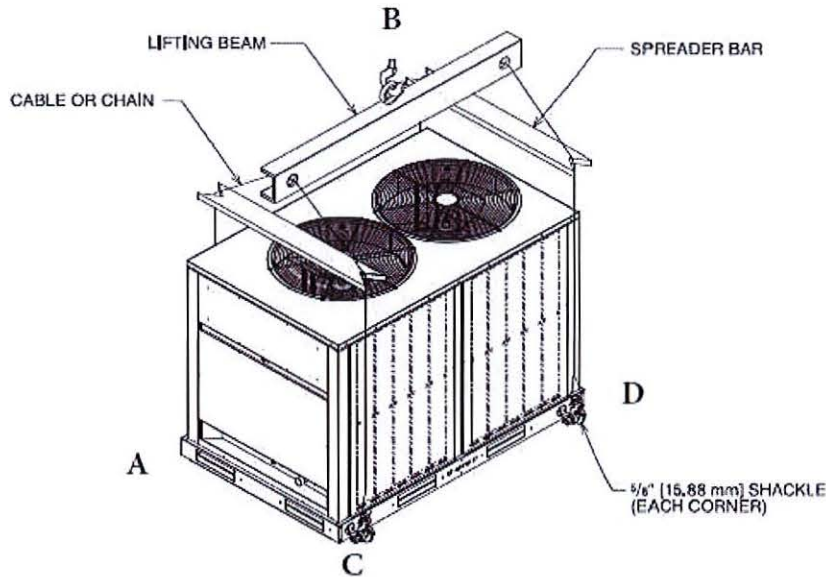
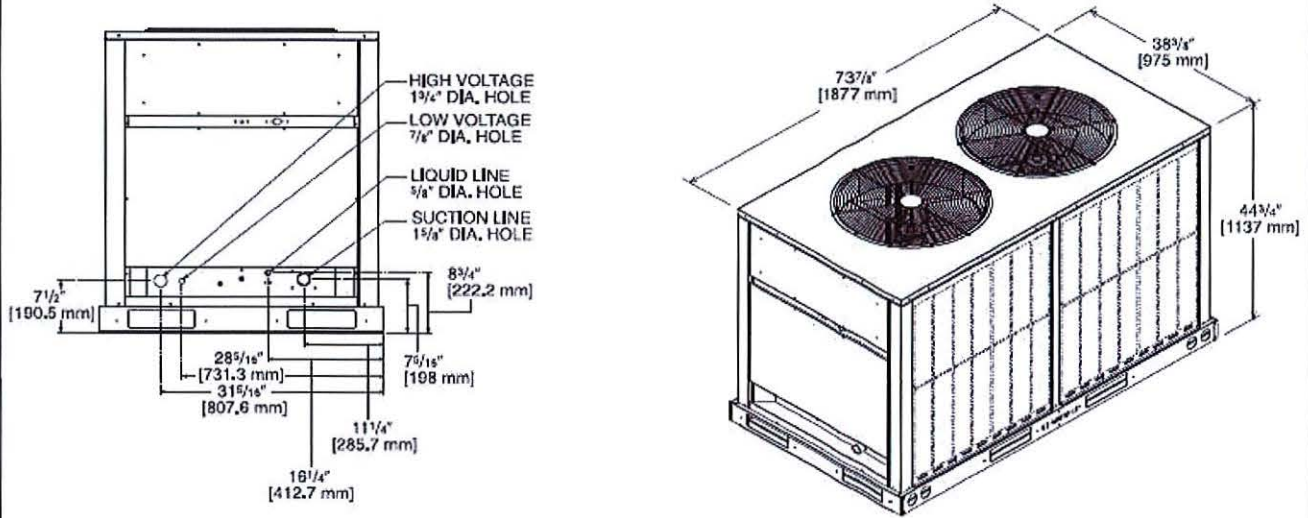
Note: Use only copper supply wires with ampacity based on 75° C conductor rating. Connections to terminals must be made with copper lugs and copper wire.

CU-3

Technical Data Sheet

Options	
Unit	
Hot Gas Bypass:	None
Condenser Coil Options:	Aluminum fins
Electrical	
Field Connection	Single power block
Wiring Options	Sealtite conduit
GFI Receptacle	None
Unit Control	
Temperature Controls:	Terminal strip for YGR
Low Ambient Control:	0 degree standard
Warranty	
Parts:	Standard one year parts
Compressor:	Standard five year compressor

UNIT DIMENSIONS AND WEIGHTS 10 & 12.5 TON [35.2 & 44.0 kW]



10 & 12.5 TON [35.2 & 44.0 kW]

MODEL	TOTAL WEIGHT LBS. [kg]	CORNER WEIGHTS, LBS. [kg]			
		A	B	C	D
RCS010H	565 [256]	97 [44]	181 [82]	215 [98]	73 [33]
RCS012H	647 [293]	189 [86]	157 [71]	161 [73]	139 [63]

[] Designates Metric Conversions

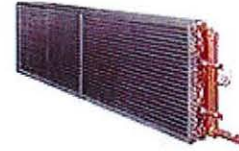
Product Drawing		Unit Tag: CU-3		 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 09.20		
Product:		Project Name: Watauga County				
Model: RCS12H150C		Sales Office: Hoffman & Hoffman, Inc.		Scale: NTS Tolerance: +/-0.25" Dwg Units: in [mm]		
Sales Engineer:		Apr. 14, 2023	Ver/Rev:	Sheet 1 of 1		
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.						

AHU-4 Coil

Technical Data Sheet

Job Information | **Technical Data Sheet**

Job Name Watauga County Library Coils and CUs
Date 4/14/2023
Submitted By Adam Kaufman
Software Version 09.70 **Coil DLL Version** 09.70
Unit Tag AHU-4 Coil



Coil Overview

Model Number	Application	Total Capacity Btu/hr	Air Flow CFM	Fin Height in	Fin Length in
5EN1206B	DX coil	45036	1200	12	21.50

Coil

Model Number: 5EN1206B
Application: DX coil
Type: 5EN - Normal
Crating: Standard Crate
Approval: AHRI
Refrigerant: R410A

Physical (Per Coil)

Depth	Height	Length	Weight		
9.63 in	14.00 in	34.75 in	Shipping	Operating	Dry
			143 lb	56 lb	51 lb
Tube Diameter	Fin	Material	Tube	Case	
0.625 in	0.0075 in Aluminum		0.020 in Copper nominal	Galvanized steel	
Geometry					
Fin Design	Fins per Inch	Number of Rows	Fin Height	Fin Length	Tube Spacing
Corrugated	12	6	12 in	21.50 in	1.50 X 1.299
Connection			Flange Dimensions		
Type	Hand	Length	Header	Side	
Copper tube (O.D. sweat)	Left Hand	6.00 in	1.00 in	1.00 in	
Number of Circuits		Liquid Connection		Suction Connection	
1	Quantity	Size	Quantity	Size	
	1	0.63 in	1	1.63	

Performance

Air Flow CFM	Altitude ft	Face Area ft ²	Face Velocity ft/min	DX Coil Refrigerant Weight lb		
1200	0	1.8	669.8	6.0		
Capacity		Suction Temperature °F	Air Temperature			
Total Btu/hr	Sensible Btu/hr	45.0	Entering		Leaving	
45036	30985		Dry Bulb °F	Wet Bulb °F	Dry Bulb °F	Wet Bulb °F
			80.0	67.0	56.4	54.9
Air Pressure Drop inH ₂ O						
1.48						

Replacement Coil

Type	Serial Number	Order Number
LSL coil		

AHRI Certification



Coil is NOT certified by AHRI.

AHRI Performance Criteria

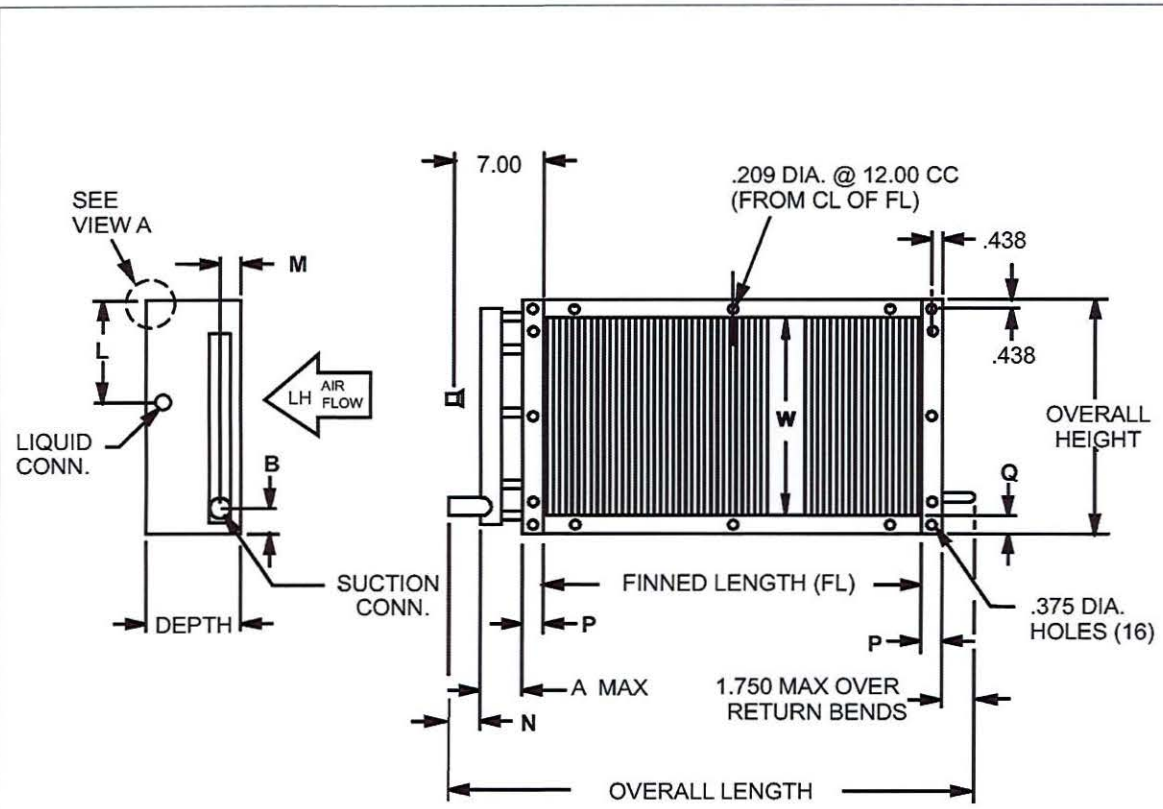
Sub-cooled Refrigerant Liquid Temperature:	110 °F
Suction Vapor Superheat at Coil outlet:	8 °F
Design Saturated Condensing Temperature:	110 °F
Minimum Fin Surface Temperature:	32 °F
Minimum Tube Wall Surface Temperature:	32 °F

IPSFVU

Watauga County Library C

23

4/14/2023



GENERAL NOTES:

1. VERTICAL OR HORIZONTAL AIR FLOW MUST BE SPECIFIED.
2. CONNECT COILS FOR COUNTERFLOW I.E. ENTERING LIQUID CONNECTION ON LEAVING AIR SIDE OF COIL.
3. CONNECTIONS ARE COPPER SWEAT.
4. ALL DIMENSIONS ARE IN INCHES.
5. CONNECTION LOCATION $\pm .125$.
6. $L = 1/4$ OF WIDTH DIMENSION $\pm .250$.
7. $.250$ O.D. EQUALIZER LINE ON EACH HEADER.

Dimensions															
Coil Model	Coil Airflow	Rows	Fin Height (in)	Fin Length (in)	Overall Height (in)	Overall Length (in)	A (in)	B (in)	E (in)	L (in)	M (in)	N (in)	P (in)	Q (in)	Depth (in)
SEN1206B	Horizontal	6	12	21.50	14.00	34.75	3.500	5.300	4.550	6.00	1.56	6.00	1.00	1.00	9.630

Product Drawing		Unit Tag: AHU-4 Coil			Sales Office: Hoffman & Hoffman, Inc.			 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 09.70		
Product:		Project Name: Watauga County Library			Sales Engineer:					
Model: SEN		Apr. 14, 2023	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 0.25"	Dwg Units: (in)			

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

AHU-4 Coil

Coil_DX_SEN_LH_Vision_LSL_Drawing

3 Ton CU - DX13SA0363 Sub



Submittal Data Sheet

13 SEER, Air Conditioner, 3 Ton, 3 Phase 208/230V
DX13SA0363

STANDARD FEATURES

- Energy-efficient compressor
- Factory-installed filter drier
- Copper tube/ enhanced aluminum fin coil
- Service valves with sweat connections and easy-access gauge ports
- Contactor with lug connection
- Ground lug connection
- Units meet the performance outlined in Table 6.8.1B of ASHRAE Standard 90.1-2010
- AHRI Certified
- ETL Listed



CABINET FEATURES

- Innovative louvered sound control top design
- Steel louver coil guard
- Heavy-gauge galvanized-steel cabinet
- Attractive Nickel Gray powder-paint finish
- Top and side maintenance access
- Single-panel access to controls with space provided for field-installed accessories
- When properly anchored, meets the 2010 Florida Building Code unit integrity requirements for hurricane-type winds (Anchor bracket kits available.)



3 Ton CU - DX13SA0363 Sub



Submittal Data Sheet

13 SEER, Air Conditioner, 3 Ton, 3 Phase 208/230V
DX13SA0363

PERFORMANCE COMBINATION (HSVTC)		* VALUES SHOWN ARE FOR AHRI RATED HIGH SALES VOLUME TESTED	
Outdoor Unit Model No.	DX13SA0363	Outdoor Unit Name:	13 SEER, Air Conditioner, 3 Ton, 3 Phase 208/230V
Rated Cooling Conditions:	Indoor (*F DB/WB): 80 / 67 Ambient (*F DB/WB): 95 / 75	Rated Heating Conditions:	Indoor (*F DB/WB): / Ambient (*F DB/WB): /
Max/Min Cooling Capacity (Btu/hr):		Max/Min Heating Capacity (Btu/hr):	
* Rated Cooling Capacity (Btu/hr):	35,000	* Rated Heating Capacity (Btu/hr):	
* EER:	11.00	* EER2:	
* SEER:	13.00	* SEER2:	
* Heating COP:			

OUTDOOR UNIT DETAILS			
Power Supply (V/Hz/Ph):	208/230 / 60 / 3	Compressor Type:	Single Stage
Min. Circuit Amps MCA (A):	14.0	Airflow Rate (High) (CFM):	
Max Overcurrent Protection (MOP) (A):	20	Suction Valve Connection Size (inch):	3/4
Max Starting Current MSC(A):	10.40	Liquid Valve Connection Size (inch):	3/8
Rated Load Amps RLA(A):	10.4	Sound Power (High) (dBA):	74
Refrigerant Type:	R-410A	Cooling Operation Range (*F DB):	65 - 115
Holding Refrigerant Charge (ozs):	68	Heating Operation Range (*F WB):	-
Additional Charge (lb/ft):	0.60	Max. Pipe Length (Vertical) (ft):	50
Pre-charge Piping (Length) (ft):	15	Min. Cooling Range w/Baffle (*F DB):	55
Max. Pipe Length (Total) (ft):	79	Min. Heating Range w/Baffle (*F DB):	
Net Weight (lb):	196	Gross Weight (lb):	155
Dimensions (HxWxD) (in):	28-3/4 x 29 x 29		

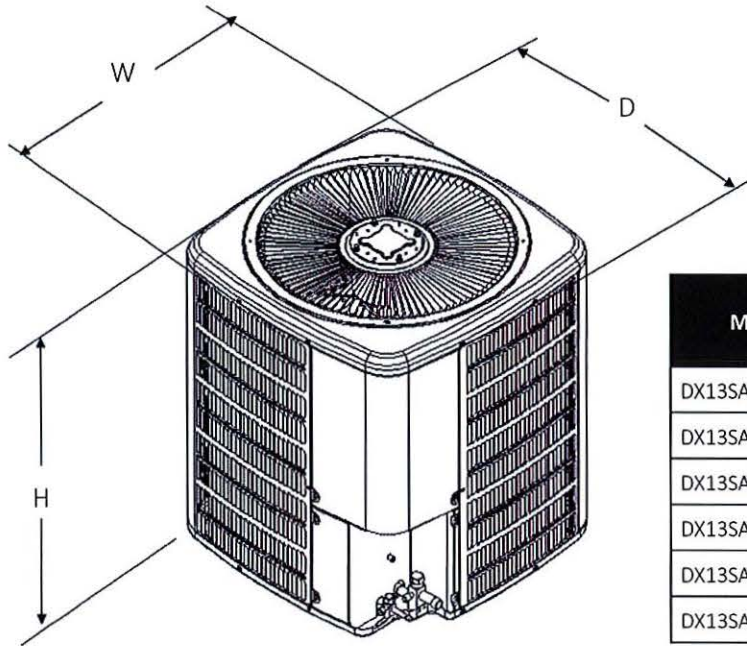
3 Ton CU - DX13SA0363 Sub



Submittal Data Sheet

13 SEER, Air Conditioner, 3 Ton, 3 Phase 208/230V
DX13SA0363

DIMENSIONAL DRAWING



MODEL	DIMENSIONS		
	W	D	H
DX13SA0363A*	29"	29"	28¾"
DX13SA0364A*	29"	29"	28¾"
DX13SA0483A*	29"	29"	36¾"
DX13SA0484A*	29"	29"	36¾"
DX13SA0603A*	35½"	35½"	38¾"
DX13SA0604A*	35½"	35½"	38¾"

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AGENDA ITEM 11:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

Mr. Larry Warren, Tax Administrator, will present the Monthly Collections Report and be available for questions and discussion.

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

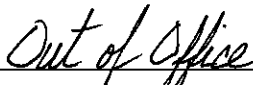
Monthly Collections Report


Watauga County

Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report July 2023

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>				
Taxes 2023	0.00	0.00		
Prior Year Taxes	73,445.88	73,445.88		
Solid Waste User Fees	6,150.09	6,150.09		
Green Box Fees	0.00	0.00		
Total County Funds	\$79,595.97	\$79,595.97		
<u>Fire Districts</u>				
Foscoe Fire	93.08	93.08		
Boone Fire	650.07	650.07		
Fall Creek Service Dist.	0.00	0.00		
Beaver Dam Fire	40.62	40.62		
Stewart Simmons Fire	20.30	20.30		
Zionville Fire	464.00	464.00		
Cove Creek Fire	216.85	216.85		
Shawneehaw Fire	52.33	52.33		
Meat Camp Fire	636.81	636.81		
Deep Gap Fire	270.56	270.56		
Todd Fire	0.00	0.00		
Blowing Rock Fire	169.75	169.75		
M.C. Creston Fire	489.58	489.58		
Foscoe Service District	12.47	12.47		
Beech Mtn. Service Dist.	0.00	0.00		
Cove Creek Service Dist.	0.00	0.00		
Shawneehaw Service Dist	0.00	0.00		
Total Fire District Funds	3,116.42	3,116.42		
<u>Towns</u>				
Boone	463.65	463.65		
Municipal Services	207.30	207.30		
Boone MV Fee	NA	NA		NA
Blowing Rock	NA	NA		NA
Seven Devils	NA	NA		NA
Beech Mountain	NA	NA		NA
Total Town Taxes	\$670.95	\$670.95		
Total Amount Collected	\$83,383.34	\$83,383.34		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 11:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Larry Warren will present the Refunds and Releases Reports. Board action is required to accept the Refunds and Releases Reports.

RELEASES - 07/01/2023 TO 07/31/2023

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1819123 BARBER, STACIE M ROARK, JAMIE M 175 BEAVER HORN RANCH RD VILAS, NC 28692	RE 2023 1965-50-4695-000 TAX RELEASES	1000125	07/06/2023	F04	8616	0 F04 G01	296.70 1,887.01 ----- 2,183.71
1582883 LASTER, RANDY C LASTER, CONNIE M 2701 CROQUET CIR HIGH POINT, NC 27262	RE 2022 1887-55-9090-000 REFUND RELEASE PTC SETTLEMENT	3052	07/05/2023	F12	8614	29,500 F12 G01	14.75 93.81 ----- 108.56
1730414 MCKINNEY, SAVANNAH CLAIRE 412 OAK ST BOONE, NC 28607	RE 2022 2910-06-9546-000 REFUND RELEASE PROPERTY WAS APPEALED IN 2022 BUT FIELD VISIT WAS NOT CONDUCTED	38197	07/24/2023	C02	8620	144,900 C02 G01	521.64 460.78 ----- 982.42
1534183 MOODY, CLAY, LIFE ESTATE MOODY, LOUISE, LIFE ESTATE C/O JAMIE ROARK 175 BEAVER HORN RANCH RD VILAS, NC 28692	RE 2023 1965-50-4695-000 TAX RELEASES	1000127	07/06/2023	F04	8615	0 F04 G01	72.70 585.96 ----- 658.66
1794325 PHILLIPS, MARY NORRIS, HEIRS C/O CLAUDE ELLIS PHILLIPS JR 310 PHILLIPS MTN DR DEEP GAP, NC 28618	RE 2019 2931-41-6668-000 TAX RELEASES	1000153	07/24/2023	F10	8617	0 F10 G01	44.95 317.35 ----- 362.30
1794325 PHILLIPS, MARY NORRIS, HEIRS C/O CLAUDE ELLIS PHILLIPS JR 310 PHILLIPS MTN DR DEEP GAP, NC 28618	RE 2019 2931-41-6668-000 TAX RELEASES	1000154	07/24/2023	F10	8618	0 F10 G01	44.95 317.35 ----- 362.30
1794325 PHILLIPS, MARY NORRIS, HEIRS C/O CLAUDE ELLIS PHILLIPS JR 310 PHILLIPS MTN DR DEEP GAP, NC 28618	RE 2019 2931-41-6668-000 TAX RELEASES	1000155	07/24/2023	F10	8619	0 F10 G01	44.95 281.39 ----- 326.34
DETAIL SUMMARY	COUNT: 7	RELEASES - TOTAL				174,400	4,984.29

RELEASES - 07/01/2023 TO 07/31/2023

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT
2019	RE	F10 DEEP GAP FIRE RE	134.85
2019	RE	G01 WATAUGA COUNTY RE	916.09
2019 TOTAL			1,050.94
2022	RE	C02 BOONE RE	521.64
2022	RE	F12 BLOWING ROCK FIRE RE	14.75
2022	RE	G01 WATAUGA COUNTY RE	554.59
2022 TOTAL			1,090.98
2023	RE	F04 BEAVER DAM FIRE RE	369.40
2023	RE	G01 WATAUGA COUNTY RE	2,472.97
2023 TOTAL			2,842.37
SUMMARY TOTAL			4,984.29

RELEASES - 07/01/2023 TO 07/31/2023

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2022	C02	BOONE RE	521.64
C02	2022	G01	WATAUGA COUNTY RE	460.78
		C02	TOTAL	982.42
F04	2023	F04	BEAVER DAM FIRE RE	369.40
F04	2023	G01	WATAUGA COUNTY RE	2,472.97
		F04	TOTAL	2,842.37
F10	2019	F10	DEEP GAP FIRE RE	134.85
F10	2019	G01	WATAUGA COUNTY RE	916.09
		F10	TOTAL	1,050.94
F12	2022	F12	BLOWING ROCK FIRE RE	14.75
F12	2022	G01	WATAUGA COUNTY RE	93.81
		F12	TOTAL	108.56
		SUMMARY	TOTAL	4,984.29

AGENDA ITEM 12:**BID AWARD FOR PHASE 2 SCALE HOUSE IMPROVEMENTS****MANAGER'S COMMENTS:**

Quotes were solicited for Phase 2 of the Scale House Improvements project. A total of three (3) quotes were received with the following results:

<u>Vendor</u>	<u>Bid Amount</u>
PADCO Excavating, Inc	\$606,201.31
JW Hampton Company	\$645,134.50
Carolina Grading and Utilities, Inc.	\$663,881.00

Staff recommends approval and requests authorization to contract with PADCO Excavating, Inc. in the amount of \$606,201.31 for Phase 2 of the Scale House Improvements project.

Board action is requested to approve the contract with PADCO Excavating, Inc. in the amount of \$606,201.31 for Phase 2 of the Scale House Improvements project.



WATAUGA COUNTY

*SANITATION
DEPARTMENT*

336 Landfill Road – Boone, NC 28607 – (828) 264-5305
TDD 1-800-735-2962 – Voice 1-800-735-8262 – FAX (828) 264-3230

August 1, 2023

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Phase 2 Scale House Improvements

Staff solicited quotes for Phase 2 of the Scale House Improvements project. A total of three (3) quotes were received with the following results:

- PADCO Excavating, Inc - **\$606,201.31**
- JW Hampton Company - \$645,134.50
- Carolina Grading and Utilities, Inc. - \$663,881.00

Staff recommends approval and requests authorization to contract with PADCO Excavating, Inc. in the amount of: **\$606,201.31** for Phase 2 of the Scale House Improvements project.

PADCO Excavating, Inc. is licensed with the North Carolina Licensing Board of General Contractors and is qualified to perform the scope of work for this project.

Prior low bid for Scale House Improvements project: \$1,697,398.94. Current estimated cost: \$1,313,201.31. Projected savings: (\$384,197.60).

Watauga Scale House Improvements

PADCO, Inc.				JW Hampton Company				Carolina Grading & Utilities, Inc.				
Unit	Qty	Price	Total	Unit	Qty	Price	Total	Unit	Qty	Price	Total	
1 Mobilization / General Requirements	LS	1	\$ 26,295.50	\$ 26,295.50	LS	1	\$ 30,000.00	\$ 30,000.00	LS	1	\$ 35,000.00	\$ 35,000.00
2 Clearing and Grubbing / Demolition	LS	1	\$ 15,958.80	\$ 15,958.80	LS	1	\$ 21,694.00	\$ 21,694.00	LS	1	\$ 16,350.00	\$ 16,350.00
3 Erosion Control	LS	1	\$ 4,639.80	\$ 4,639.80	LS	1	\$ 10,934.00	\$ 10,934.00	LS	1	\$ 5,150.00	\$ 5,150.00
4 Earthwork	LS	1	\$ 31,379.70	\$ 31,379.70	LS	1	\$ 57,000.00	\$ 57,000.00	LS	1	\$ 28,920.00	\$ 28,920.00
5 15" RCP	LF	110	\$ 110.00	\$ 12,100.00	LF	110	\$ 68.00	\$ 7,480.00	LF	110	\$ 102.00	\$ 11,220.00
5a 15" HDPE	LF	290	\$ 77.00	\$ 22,330.00	LF	290	\$ 57.00	\$ 16,530.00	LF	290	\$ 72.00	\$ 20,880.00
6 Catch Basin	EA	4	\$ 3,289.55	\$ 13,158.20	EA	4	\$ 1,900.00	\$ 7,600.00	EA	4	\$ 2,941.00	\$ 11,764.00
7 Curb Inlet	EA	2	\$ 4,307.05	\$ 8,614.10	EA	2	\$ 1,900.00	\$ 3,800.00	EA	2	\$ 4,289.00	\$ 8,578.00
8 Ditch Matting	SY	40	\$ 6.05	\$ 242.00	SY	40	\$ 6.00	\$ 240.00	SY	40	\$ 7.00	\$ 280.00
9 8" PVC Storm Line	LF	90	\$ 41.80	\$ 3,762.00	LF	90	\$ 61.25	\$ 5,512.50	LF	90	\$ 38.00	\$ 3,420.00
10 24" Concrete Curb and Gutter	LF	580	\$ 39.93	\$ 23,159.40	LF	580	\$ 38.00	\$ 22,040.00	LF	580	\$ 45.00	\$ 26,100.00
11 Heavy Duty Asphalt Paving	SY	690	\$ 82.28	\$ 56,773.20	SY	690	\$ 71.00	\$ 48,990.00	SY	690	\$ 97.00	\$ 66,930.00
12 Geogid	SY	690	\$ 6.60	\$ 4,554.00	SY	690	\$ 6.00	\$ 4,140.00	SY	690	\$ 7.00	\$ 4,830.00
13 Concrete Ramp / Approach Slab	SY	100	\$ 506.00	\$ 50,600.00	SY	100	\$ 695.00	\$ 69,500.00	SY	100	\$ 585.00	\$ 58,500.00
14 Scale Pits	LS	1	\$ 165,550.00	\$ 165,550.00	LS	1	\$ 175,381.00	\$ 175,381.00	LS	1	\$ 179,340.00	\$ 179,340.00
15 Concrete Sidewalk	SY	40	\$ 330.00	\$ 13,200.00	SY	40	\$ 81.00	\$ 3,240.00	SY	40	\$ 405.00	\$ 16,200.00
16 Deck Grating Complete w/ Support Frames	LS	1	\$ 2,200.00	\$ 2,200.00	LS	1	\$ 5,700.00	\$ 5,700.00	LS	1	\$ 2,750.00	\$ 2,750.00
17 Painted Steel Handrails	LF	210	\$ 247.50	\$ 51,975.00	LF	210	\$ 220.00	\$ 46,200.00	LF	210	\$ 310.00	\$ 65,100.00
18 Guardrail	LF	190	\$ 88.00	\$ 16,720.00	LF	190	\$ 79.00	\$ 15,010.00	LF	190	\$ 84.00	\$ 15,960.00
19 Pipe Bollards	EA	6	\$ 330.00	\$ 1,980.00	EA	6	\$ 600.00	\$ 3,600.00	EA	6	\$ 289.00	\$ 1,734.00
20 Traffic Light & Coordination	EA	1	\$ 1,299.87	\$ 1,299.87	EA	1	\$ 8,700.00	\$ 8,700.00	EA	1	\$ 1,421.00	\$ 1,421.00
21 Lever Arm Security Gate & Coordination	EA	1	\$ 2,599.74	\$ 2,599.74	EA	1	\$ 8,400.00	\$ 8,400.00	EA	1	\$ 2,950.00	\$ 2,950.00
22 Paving Markings and Signage	LS	1	\$ 6,050.00	\$ 6,050.00	LS	1	\$ 5,137.00	\$ 5,137.00	LS	1	\$ 6,469.00	\$ 6,469.00
23 Seeding, Fertilizing and Mulching	LS	1	\$ 3,520.00	\$ 3,520.00	LS	1	\$ 3,200.00	\$ 3,200.00	LS	1	\$ 3,100.00	\$ 3,100.00
24 Rock Excavation	CY	75	\$ 220.00	\$ 16,500.00	CY	75	\$ 200.00	\$ 15,000.00	CY	75	\$ 200.00	\$ 15,000.00
25 Removal of Unsuitable Materials and Backfill	CY	75	\$ 33.00	\$ 2,475.00	CY	75	\$ 29.00	\$ 2,175.00	CY	75	\$ 28.00	\$ 2,100.00
26 Intermediate ADA Access Ramp	LS	1	\$ 13,200.00	\$ 13,200.00	LS	1	\$ 18,000.00	\$ 18,000.00	LS	1	\$ 15,105.00	\$ 15,105.00
27 Conduits	LS	1	\$ 35,365.00	\$ 35,365.00	LS	1	\$ 29,931.00	\$ 29,931.00	LS	1	\$ 38,730.00	\$ 38,730.00
\$ 606,201.31				\$ 645,134.50				\$ 663,881.00				

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AGENDA ITEM 13:

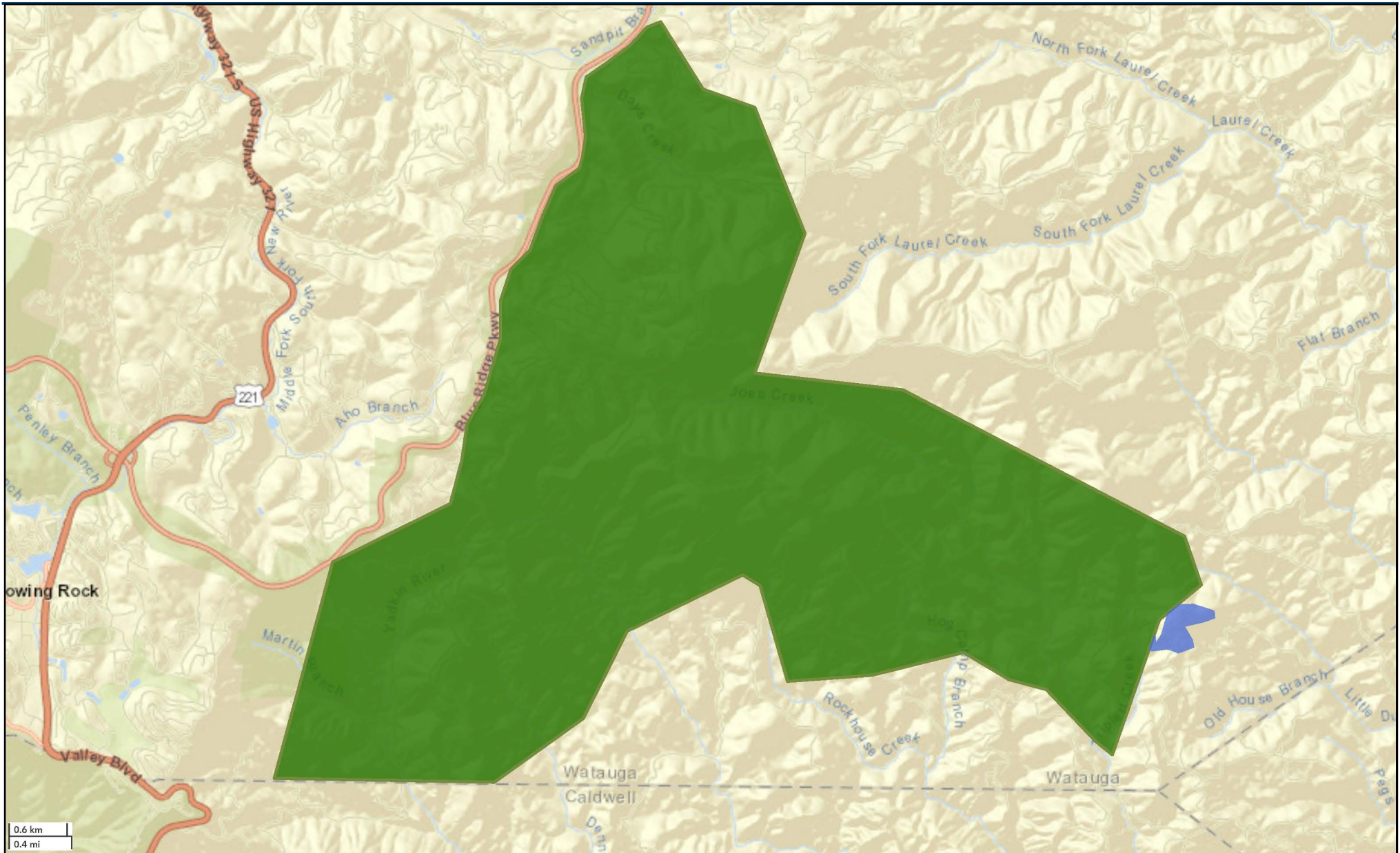
MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Skyline's Request for Flat Mountain Extension of Sampson

MANAGER'S COMMENTS:

During the construction of the County's Broadband project, it was brought to the attention of the contractor that a small portion of homeowners were inadvertently omitted in the Sampson Area due to a zip code issue. The homeowners meet the requirements of ARP funding.

However, due to their initial omission Board action is required to add the home owners in the Flat Mountain Road area to the current ARP project.



AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Proposed Appalachian State University Greenhouse Lease Renewal

MANAGER'S COMMENTS:

Appalachian State University Foundation is requesting the renewal of the lease for the greenhouse located at the Watauga County Landfill.

Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at its next regular meeting.

The advertisement notice has been met and the Board may now approve the lease as presented.

Staff seeks direction from the Board.

STATE OF NORTH CAROLINA**COUNTY OF WATAUGA****Resolution of Watauga County Board of County Commissioners**

Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on July 18, 2023, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manger, of Watauga County to lease to the Appalachian State University Foundation, Inc., a certain property located adjacent to the Watauga County Methane Flare Station described as a point 2 feet from the Landfill Road directly south of the power pole proceeding east along Landfill Road 160 feet and heading due south from those two points to the Watauga County property line in Watauga County, North Carolina, for a term of three (3) years. The rent to be paid by the Appalachian State University Foundation to Watauga County during the term of the lease is One Dollar (\$1.00) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 18th day of July, 2023.

Larry Turnbow, Chairman
Watauga County Board of County Commissioners

ATTEST:
Anita Fogle, Clerk to the Board

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this 23rd day of June 2023, by and between Watauga County, a body politic of the State of North Carolina (hereinafter referred to as "Landlord" and/or "County") whose principle place of business is 814 West King Street, Suite 205, Boone, North Carolina 28607, and Appalachian State University, a constituent institution of The University of North Carolina (hereinafter referred to as "Tenant" and/or "Appalachian"), whose principle place of business is 438 Academy Street, Boone, North Carolina 28608.

WHEREAS, Appalachian desires to lease space adjacent to the County's Methane Flare Stations to establish a greenhouse and research facility for use by its faculty members and students for training, workshops, public tours, research and other educational activities; and

WHEREAS, the County desires to lease property to Appalachian for the above stated purpose, subject to the following terms and conditions.

WITNESSETH:

1. LEASED PREMISES

The County, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Appalachian, leases and rents unto Appalachian, and Appalachian hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the "Premises") further described and depicted in the attached Exhibit A, to wit:

694 Landfill Road, Boone NC, more particularly described as a portion of Watauga County PIN 2920-48-2773-000 beginning at a point 2 feet from Landfill Rd. directly south of the power pole providing service to the Watauga County Animal Control Office, proceeding east along Landfill Rd. for a total of 360 feet and heading due south from those two points to the Watauga County property line.

2. TERM.

Appalachian shall have and hold the Premises for a term of three (3) years beginning on the 1st day of July 2023, and ending on the 30th day of June 2026, at midnight, unless sooner terminated as hereinafter provided.

3. RENTAL

Appalachian agrees to pay the County, without deduction or set off, an annual rental of One Dollar

(\$1.00) per year, payable on the date of this Lease and each annual anniversary of that date during the term hereof. Upon execution of this Lease, Appalachian shall pay to the County the first year's rent due hereunder. Rental for any period during the term hereof which is less than one year shall be the pro-rated portion of the annual rental due.

4. UTILITIES

- (a) Appalachian shall pay the following utilities: Electric and any other utility associated with Appalachian's use of the property.
- (b) The County shall pay the following utilities: None

Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

5. COMMON AREA RULES AND REGULATIONS

Appalachian shall be subject to Rules and Regulations for the common areas of the County property as may be made from time to time by the County.

6. USE OF PREMISES

The Premises shall be used to: operate a prototype greenhouse and to conduct research on biogas and biofuel production, solar electricity and solar hot water production, biochar production, greenhouse heating methods, aquaculture and associated technologies. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event Appalachian's use of the Premises results in an increase in the rate of insurance on the Premises, Appalachian shall pay to the County, upon demand and as additional rental, the amount of any such increase.

7. LIABILITY; INSURANCE

Appalachian will be responsible for the negligent conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the excess liability insurance policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of Appalachian or its employees. Appalachian shall, during the term of this Lease and any extension or renewal thereof, and at Appalachian's expense, maintain in full force and effect self-insurance with limits of at least One Million Dollars (\$1,000,000.00) per person under the North Carolina Tort Claims Act (N.C.G.S. § 143-291 *et seq.*) and excess liability insurance for its employees.

8. REPAIRS BY THE COUNTY

The premises are being rented "as is" and the County shall have no obligation to repair any improvements thereon during the term of this lease.

9. REPAIRS BY APPALACHIAN

Appalachian accepts the Premises in their present condition and as suited for the uses intended by Appalachian. Appalachian shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises.

10. ALTERATIONS

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

11. REMOVAL OF FIXTURES

Appalachian may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Appalachian repairs all damage to the Premises caused by such removal.

12. GOVERNMENTAL ORDERS

Appalachian agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Appalachian's occupancy of the Premises. The County agrees to comply promptly with any such requirements if not made necessary by reason of Appalachian's occupancy. It is mutually agreed, however, between the County and Appalachian, that if in order to comply with such requirements, the cost to the County or Appalachian, as the case may be, shall exceed a sum which the respective party desires to pay, then the County or Appalachian, whichever is obligated to comply with such requirements, may terminate this Lease by giving written notice of termination to the other party by registered mail, which termination shall become effective ninety (90) days after receipt of such notice and which

notice shall eliminate the necessity of compliance with such requirements by giving such notice.

13. ASSIGNMENT AND SUBLETTING

Appalachian shall not, without the prior written consent of the County, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Appalachian. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of the County. The Assignee of Appalachian, at option of the County, shall become directly liable to the County for all obligations of Appalachian hereunder, but no sublease or assignment by Appalachian shall relieve Appalachian of any liability hereunder.

14. EVENTS OF DEFAULT

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of Appalachian: (a) Appalachian fails to pay the rental as provided for herein; (b) Appalachian abandons or vacates the Premises; and/or (c) Appalachian fails to comply with or abide by and perform any other obligation imposed upon Appalachian under this Lease.

15. REMEDIES UPON DEFAULT

Upon the occurrence of an Event of Default, the County may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law; (a) if the Event of Default involves nonpayment of rental and Appalachian fails to cure such default with five (5) days after receipt of written notice thereof from the County, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental and Appalachian fails to cure such default within thirty (30) days after receipt of written notice of default from the County, the County may terminate this Lease by giving written notice to Appalachian and upon such termination shall be entitled to recover from Appalachian damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, the County may terminate this Lease by giving written notice to Appalachian.

16. EXTERIOR SIGNS

Appalachian shall place no signs on the Premises, except with the express written consent of the County. Any and all signs placed on the Premises by Appalachian shall be maintained in compliance with governmental rules and regulations governing such signs and Appalachian shall be responsible to the County for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

17. THE COUNTY'S ENTRY OF PREMISES

The County may enter the Premises for any reasonable and necessary purpose, provided it is during reasonable hours.

18. WAIVER OF RIGHTS

No failure of the County to exercise any power given the County hereunder or to insist upon strict compliance by Appalachian of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the County's right to demand exact compliance with the terms hereof.

19. ENVIRONMENTAL LAWS

(a) Appalachian shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by the County. Any approval must be preceded by submission to the County of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by the County, Appalachian covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes ordinances, rules and regulations, and laws, whether now in force or hereafter adopted, relating to Appalachian's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either the County or Appalachian relating to the use by Appalachian on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Appalachian or upon the expiration or earlier termination of this lease, in compliance with all applicable laws.

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

(c) If Appalachian fails to comply with the Covenants to be performed hereunder with respect to Hazardous materials, or if an environmental protection lien is filed against the premises as a result of the actions of Appalachian, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

(d) Appalachian will give the County prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state or local authorities, of any fire, or any damage occurring on or to the Premises.

(e) Appalachian will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(f) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

20. ABANDONMENT

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

21. DEFINITIONS

The "County" as used in this Lease shall include the undersigned, its representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 22, its representatives, assigns and successors. "Appalachian" shall include the undersigned and its representatives, assigns and successors, and if this lease shall be validly assigned or sublet, shall include also Appalachian's assignees or sublessees as to the Premises covered by such assignment or sublease. The "County", "Appalachian", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

22. NOTICES

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Appalachian shall be delivered or sent to University Property Office, Appalachian State University, 438 Academy Street, Boone, NC 28608, ATTN: Michelle Novacek, with a copy to Office of General Counsel, Appalachian State University, ASU Box 32126, Boone, NC 28608. Notices to the County shall be delivered or sent to the address shown at the beginning of this Lease.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

23. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

24. AUTHORIZED LEASE EXECUTION

Each individual executing this Lease as director, officer or agent of a party hereto represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of such party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date and year first above written.


LANDLORD:

TENANT:

WATAUGA COUNTY:

APPALACHIAN STATE UNIVERSITY:

By: _____ (SEAL)
Title: Deron Geouque, County Manager

By:  (SEAL)
Title: Sheri Everts, Chancellor

Date: _____

Date: 06.23.2023

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

Samantha Jones, Watauga County Finance Officer

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AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Proposed USDA Lease Renewal

MANAGER'S COMMENTS:

The United States Department of Agriculture (USDA) is requesting the renewal of the lease at the West Annex.

Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at its next regular meeting.

The advertisement notice has been met and the Board may now approve the lease as presented.

Staff seeks direction from the Board.

STATE OF NORTH CAROLINA**COUNTY OF WATAUGA****Resolution of Watauga County Board of County Commissioners**

Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on July 18, 2023, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manger, of Watauga County to lease to the United States of America, a certain property consisting of 2,270 square feet of office space located 971 West King Street in Boone, North Carolina, for a term of five (5) years. The rent to be paid by the United States of America to Watauga County during the term of the lease is \$18,47 per square foot, totaling \$41,927.00 per annum, or \$3,493.91 per month. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 18th day of July, 2023.

Larry Turnbow, Chairman
Watauga County Board of County Commissioners

ATTEST:
Anita Fogle, Clerk to the Board

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. 37189-Watauga-Avery-01
ADDRESS OF PREMISES 971 West King Street Boone, NC 28607	GREX Delegation Number: DNC03180-001 RPUID: FA.112461 EUID: Z24BCML635D9

THIS AMENDMENT is made and entered into between **County of Watauga**

whose address is: **Suite 1, Courthouse, Boone, NC 28607**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above-described premises will be extended from **March 18, 2023** through **March 17, 2028**.
2. **Effective March 18, 2023**, the Government will pay the Lessor annual rent of **\$41,927.00** payable at the rate of **\$3,493.91*** per month (representing **\$18.47** per square foot for **2,270** rentable square feet of office space) in arrears. (*Rates may be rounded.)
3. The lease is amended to include FAR Part 52.204-25 (attached to this lease document) which will be initialed by the Lessor and Government.
4. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

Signature: _____
 Name: _____
 Title: Lease Contracting Officer, USDA
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

FAR 52-204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

LESSOR: _____ GOVERNMENT: _____

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

LESSOR: _____ GOVERNMENT: _____

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-27 Prohibition on a ByteDance Covered Application.

As prescribed in [4.2203\(c\)](#), insert the following clause:

PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) *Definitions*. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.205 [Reserved]

52.206 [Reserved]

52.207 [Reserved]

52.207-1 Notice of Standard Competition.

As prescribed in [7.305\(a\)](#), insert the following provision:

NOTICE OF STANDARD COMPETITION (MAY 2006)

(a) This solicitation is part of a standard competition under Office of Management and Budget Circular No. A-76 (Revised), Performance of Commercial Activities, dated May 29, 2003 (hereafter "the Circular"), to determine whether to accomplish the specified work under contract or by Government performance.

(b) The Government will evaluate private sector offers, the agency tender, and public reimbursable tenders, as provided in this solicitation and the Circular.

(c) A performance decision resulting from this standard competition will be publicly announced in accordance with the Circular. If the performance decision favors a private sector offeror, a contract will be awarded. If the performance decision favors an agency or a public reimbursable tender, the Contracting Officer shall establish, respectively, either a Most Efficient Organization letter of obligation or a fee-for-service agreement, as those terms are defined in the Circular.

(d) As provided in the Circular, directly interested parties may file contests, which are governed by the procedures in Federal Acquisition Regulation [33.103](#). Until resolution of any contest, or the expiration of the time for filing a contest, only legal agents for directly interested parties shall have access to the certified standard competition form, the agency tender, and public reimbursable tenders.

(End of provision)



WATAUGA COUNTY

Unique Entity ID X7B4LX1QQMX6	CAGE / NCAGE 5DAW6	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Feb 1, 2024	
Physical Address 814 W King ST Boone, North Carolina 28607-3457 United States	Mailing Address 814 W King ST STE 216 Boone, North Carolina 28607-3457 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District North Carolina 05	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Feb 28, 2023	Submission Date Feb 1, 2023	Initial Registration Date Mar 23, 2009
--	---------------------------------------	--

Entity Dates

Entity Start Date Jun 18, 1990	Fiscal Year End Close Date Jun 30
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

081523 BCC Meeting

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
5DAW6

Taxpayer Information

EIN
566001816

Type of Tax
Applicable Federal Tax

Taxpayer Name
COUNTY OF WATAUGA

Tax Year (Most Recent Tax Year)
2008

Name/Title of Individual Executing Consent
County Manager

TIN Consent Date
Feb 1, 2023

Address
**814 W King ST STE 216
Boone, North Carolina 28607**

Points of Contact**Accounts Receivable POC**


DEIDRE GUY
DEIDRE.GUY@watgov.org
8282658010

Electronic Business


Samantha Jones
samantha.jones@watgov.org
8282658007

**814 West King STREET, RM 216
Boone, North Carolina 28607
United States**

DEIDRE GUY
deidre.guy@watgov.org
8282658010

814 West King STREET, Room 216
Boone, North Carolina 28607
United States

Government Business


Samantha Jones
samantha.jones@watgov.org
8282658007

**814 West King STREET, RM 216
Boone, North Carolina 28607
United States**

Samantha Jones
samantha.jones@watgov.org
8282658007

814 West King STREET, RM 216
Boone, North Carolina 28607
United States

Past Performance


DERON GEOUQUE
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8282658000

**814 West King Street
Suite 205
Boone, North Carolina 28607
United States**

Samantha Jones
samantha.jones@watgov.org
8282658007

814 West King STREET, RM 216
Boone, North Carolina 28607
United States

Security Information

Company Security Level

Highest Level Employee Security Level

(blank)

(blank)

081523 BCC Meeting

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
---------	-------------	-------------

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)

(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)

(blank)

Number of Employees (in accordance with 13 CFR 121)

(blank)

Location

Annual Receipts (in accordance with 13 CFR 121)

(blank)

Number of Employees (in accordance with 13 CFR 121)

(blank)

Industry-Specific

Barrels Capacity

(blank)

Megawatt Hours

(blank)

Total Assets

(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Blank Page

AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Excise Tax Refund Request

MANAGER'S COMMENTS:

The County recently received a request for refund of over payment of excise tax. NCGS 105-228.37 details the process for the refund. The incorrect amount was \$2,627.00 and should have been \$1,420. A refund of \$1,207 is due and the procedures as detailed in NCGS 105-228.37 have been met.

Board action is required to approve the refund of \$1,207 for the overpayment of excise tax.

WALKER & WRIGHT

ATTORNEYS AT LAW

118A WEST MAIN STREET
MOUNTAIN CITY, TN 37683

JEFFREY J. WALKER, Esq.
jwalker@walkertitletn.com
Licensed in Tennessee,
North Carolina and Florida

TELEPHONE (423)727-0207
FAX (423)727-0212
TOLL FREE (866)727-0207

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LETICIA M. THOMASON
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DONNA M. WALKER
dwalker@walkertitletn.com

ANNÉ C. WRIGHT, Esq.
awright@walkertitletn.com
Licensed in Tennessee and North Carolina

Watauga County Board of Commissioners
814 West King Street
Boone, NC 28607

Sent via email to: Anita Fogle at anita.fogle@watgov.org

**RE: Deed Recorded in Book 2340, Page 629, Watauga County Registry
Marina J. Price Trust from Jeffrey E. Ingraham and wife, Jennifer H.
Ingraham**

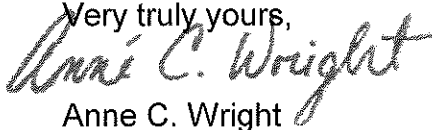
To Whom It May Concern:

Please consider this letter as a request for a refund of overpayment of excise tax for the above referenced deed. The excise tax amount was incorrectly listed on the Deed as \$2,627.00 and entered at the time of electronically recording. The correct amount based on the purchase price is \$1,420.00. Please refund the overage of \$1,207.00 to Walker & Wright, Attorneys at Law.

I have attached copies of the recorded deed and a corrective affidavit that has been recorded with the Watauga County Register of Deed's office.

Should you have any questions whatsoever, or need anything further regarding this transaction, please don't hesitate to call either myself or my legal assistant, Becky Hoover.

Very truly yours,



Anne C. Wright

ACW/bh

Enclosures

Excise Tax: \$2,627.00 Recording Time, Book and Page:
Tax Lot No: Parcel Identifier No. 1995-81-7295-000
Verified by County on the day of By:

Prepared by & Return to: Reeves DiVenere Wright, Attorneys at Law
280 Queen Street, Boone, North Carolina 28607
(828) 268-9640

Brief Description for Index: Lot C21 Sunalei

NORTH CAROLINA GENERAL WARRANTY DEED

This DEED, made this 10th day of July, 2023, by and between

GRANTOR and Mailing Address	GRANTEE and Mailing Address
Jeffrey E. Ingraham and wife, Jennifer H. Ingraham	Marian J. Price, Trustee of the Marian J. Price 2004 Trust dated May 26, 2004, as amended and restated June 7, 2018 88 N. Casey Key Road Osprey, FL 34229

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, THAT the Grantor, for a valuable consideration paid by the Grantee, the receipt of all of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the said Grantees in fee simple, all that certain lot or parcel of land situated in Cove Creek Township, Watauga County, North Carolina, more particularly described as follows:

**BEING ALL OF THAT CERTAIN TRACT OF LAND AS DESCRIBED
IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE.**

Pursuant to N. C. G. S. 105-317.2, Grantors represent that all or a portion of the property herein conveyed _____ includes or _____ does not include (please check one) the primary residence of a Grantor.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2148, Page 56, Watauga County, North Carolina, Public Registry.

A map describing this property is recorded in Plat Book 18, Page 372, Watauga County, North Carolina, Public Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantees in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Subject to easements and rights of way of record and as shown on the attached "Exhibit A."

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

GRANTOR: [Signature]
Jeffrey E. Ingraham

[Signature]
Jennifer H. Ingraham

STATE OF North Carolina
COUNTY OF Rockledge

I, Phillip J. Pugno, a Notary Public of said County and State, so hereby certify that Jeffrey E. Ingraham and wife, Jennifer H. Ingraham, personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument. WITNESS my hand and Notarial Seal, this 3 day of July, 2023.

Notary Public [Signature]
My Commission Expires: April 12, 2024

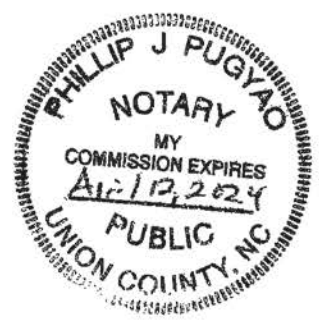


EXHIBIT A

BEING all of LOT C21, PHASE I, SUNALEI PRESERVE DEVELOPMENT, as shown on plat recorded in Plat Book 18, Page 372, Watauga County Registry, reference to said plat being hereby made for a more particular description of said lot.

This conveyance is made subject to Declaration of Restrictions for Sunalei Preserve recorded in Book of Records 1022, Page 780, Watauga County Registry, as amended and supplemented by the terms and conditions of those certain Amendments and Supplemental Declarations of Restrictions as may appear of record in the Watauga County, North Carolina Public Registry, said restrictions being incorporated herein by reference.

This conveyance is further made subject to, and Grantees are conveyed a permanent non-exclusive easement over, the forty-five foot (45') right of way for Buffalo Nvno and also the thirty foot (30') shared private drive, running from Rich Mountain Road to the subject lot as shown on the above-referenced plat and other plats of Sunalei Preserve recorded in the Registries of Watauga County, North Carolina, and Johnson County, Tennessee.

Watauga County, North Carolina
Amy J. Shook, REGISTER OF DEEDS

Prepared by and return to: Walker & Wright, Attorneys at Law
118A West Main Street
Mountain City, TN 37683
(423)727-0207

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

SCRIVENER'S AFFIDAVIT

Affiant, Anné C. Wright, for Walker & Wright, Attorneys at Law, pursuant to section 47-36.1 of the North Carolina General Statutes, after being duly sworn, hereby states the following:

1. The purpose of this Scrivener's Affidavit is to correct typographical errors in that Deed from Jeffrey E. Ingraham and wife, Jennifer H. Ingraham (Grantors), to Marian J. Price, Trustee of the Marian J. Price 2004 Trust dated May 26, 2004, as amended and restated June 7, 2018 (Grantee), dated July 10, 2023 which is recorded in Book 2340, Page 629 in the Watauga County, North Carolina, Public Registry.
2. Said deed lists the excise tax of \$2,627.00 in error and the preparer as Reeves DiVenere Wright, Attorneys at Law in error.
3. This purpose of this Affidavit is to correct the typographical errors regarding the excise tax to the correct amount of \$1,420.00 and the preparer as Walker & Wright, Attorneys at Law.

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the drafter of the previously recorded instrument and closing attorney for transaction involving the previously recorded instrument. A copy of the previously recorded instrument is not attached.

Signature of Affiant: *Anné C. Wright*
Anné C. Wright

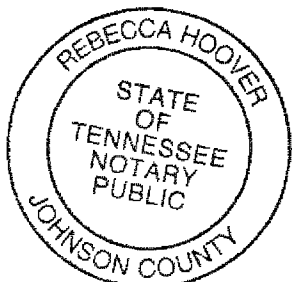
STATE OF TENNESSEE
COUNTY OF JOHNSON

I, Rebecca Hoover, a Notary Public of said County and State, so hereby certify that Anné C. Wright personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 9 day of August, 2023.

Notary Public: *Rebecca Hoover*

My Commission Expires: 1/24/2026



Submitted electronically by "walker title, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Watauga County Register of Deeds.

AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Announcements

MANAGER’S COMMENTS:

The 116th NCACC Annual Conference will be held August 24-26, 2023, in Wake County at the Raleigh Convention Center. Visit <https://www.ncacc.org/events-training/annual-conference/> for more information. Please let Anita know if you plan to attend.

A public hearing will be held on September 5, 2023, at 5:30 P.M. to allow citizen comment on the proposed adjustment of the fire protection district for The Ridge Cherry Gap Subdivision from Fall Creek to Beech Mountain.

PUBLIC HEARING NOTICE

Pursuant to NC General Statute 153A-303 and 69-25.11, the Watauga County Board of Commissioners will hold a public hearing at 5:30 P.M. on Tuesday, September 5, 2023, to allow citizen comment on the proposed adjustment of the fire protection district for The Ridge Cherry Gap subdivision from Fall Creek to Beech Mountain. Information regarding the proposed changes is available for public viewing on the County's website (www.wataugacounty.org) and in the office of the Clerk to the Board of Commissioners located at 814 West King Street, Boone, North Carolina. The meeting will be held in the Commissioners' Board Room in the Watauga County Administration Building located at 814 West King Street, Boone, North Carolina.

Larry Turnbow, Chairman
Watauga County Board of Commissioners