TENTATIVE AGENDA & MEETING NOTICE
BOARD OF COUNTY COMMISSIONERS

TUESDAY, JUNE 17, 2025
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: June 3, 2025, Regular Meeting June 3, 2025, Closed Session		1
	3	APPROVAL OF THE JUNE 17, 2025, AGENDA		9
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN EGGERS	11
5:40	5	DISCUSSION ON BOARD OF EDUCATION RESOLUTION ACKNOWLEDGING THE EXECUTION AND DELIVERY OF A GUARANTEED ENERGY SAVINGS CONTRACT	DR. LESLIE ALEXANDER MR. GRAHAM LEWIS	13
5:45	6	MIDDLE FORK GREENWAY BOONE GORGE PARK BID AWARD	MS. CARRIE CAVINESS	27
5:50	7	APPROVAL OF JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2026 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN	MS. AUSTIN COMBS	29
5:55	8	WATAUGA EXTENSION GREENHOUSE BUILDING PROJECT BID AWARD	MS. PAIGE PATTERSON	79
6:00	9	NC DIVISION OF MILITARY VETERANS AFFAIRS GRANT	MS. APRIL GOODMAN	119
6:05	10	BOARD OF ELECTIONS EQUIPMENT PURCHASE	MR. MATT SNYDER	147
6:10	11	TAX MATTERS A. Monthly Collections Reports B. Refunds and Releases C. Resolution Advancing the Scheduled Pentennial Reappraisal D. Proposal for Business Personal Property Audit Services E. Board of Equalization and Review Hearing Dates F. License Plate Agency Contract Renewal	MR. TYLER RASH	 151 153 157 159 168 171
6:15	12	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Budget Amendments B. Proposed Human Services Parking Lot Agreement with Appalachian State University C. Boards and Commissions D. Announcements	MR. DERON GEOUQUE	 173 181 187 189
6:20	13	BREAK		191

TIME	#	TOPIC	PRESENTER	PAGE
6:25	14	CLOSED SESSION Attorney/Client Matters per, G. S. 143-318.11(a)(3) Land Acquisition per, G. S. 143-318.11(a)(5)(i)		191
6:30	15	POSSIBLE ACTION AFTER CLOSED SESSION		191
6:35	16	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

June 3, 2025, Regular Meeting
June 3, 2025, Closed Session

DRAFT

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JUNE 3, 2025

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 3, 2025, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Eggers called the meeting to order at 5:31 P.M. The following were present:

PRESENT: Braxton Eggers, Chairman
Todd Castle, Vice-Chairman
Emily Greene, Commissioner
Tim Hodges, Commissioner
Ronnie Marsh, Commissioner
Paul Miller, County Attorney
Deron Geouque, County Manager

Commissioner Greene opened with a prayer and Vice-Chairman Castle led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Eggers presented the May 20, 2025, regular meeting and closed session minutes.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the May 20, 2025, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the May 20, 2025, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Eggers called for additions and/or corrections to the June 3, 2025, agenda.

County Manager Geouque requested the removal of Agenda Item 11 B and to interchange Agenda Item 9 and Agenda Item 10.

Commissioner Greene, seconded by Vice-Chairman Castle, moved to approve the June 3, 2025, agenda as amended.

VOTE: Aye-5
Nay-0

PUBLIC COMMENT

The following spoke during public comment:

- David Jackson, Boone Area Chamber of Commerce – FY 2025-2026 Budget.

SPECIAL PRESENTATION BY THE BOARD OF COMMISSIONERS

The Board acknowledged the retirement of long-time Clerk to the Board, Anita Fogle. Chairman Eggers presented Ms. Fogle with a proclamation.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to approve the proclamation as presented.

VOTE: Aye-5
Nay-0

PROPOSED PROCLAMATION THANKING CCC&TI

Commissioner Marsh read a proclamation thanking Caldwell Community College & Technical Institute and its Foundation for the scholarships awarded to Valle Crucis middle school students.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to approve the proclamation as presented.

VOTE: Aye-5
Nay-0

REPORT ON WATAUGA COUNTY OPIOID SETTLEMENT PROJECTS

Ms. Lindsey Sullivan, AppHealthCare, presented the Watauga County opioid settlement projects. The projects were reviewed by the opioid committee and presented as recommended. Board approval was required to: 1) Approve projects as recommended by the opioid committee; 2) Approve the agreement with Appalachian Health District; 3) Approve the resolution to direct the unspent Fiscal Year 2024-2025 funds in Fiscal Year 2025-2026; and 4) Approve the resolution to direct the expenditure of opioid settlement funds.

Commissioner Marsh, seconded by Commissioner Greene, moved to approve the following:

1. The projects as recommended by the opioid committee.
2. The agreement with Appalachian Health District.
3. The resolution to direct the unspent Fiscal Year 2024-2025 funds in Fiscal Year 2025-2026.
4. The resolution to direct the expenditure of opioid settlement funds.

VOTE: Aye-5
Nay-0

PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY

Ms. Christie Markham, Ms. Angie Boitnotte, and Mr. Zack Green presented a proclamation declaring June 15, 2025, as "World Elder Abuse Awareness Day" in North Carolina.

Commissioner Greene, seconded by Vice-Chairman Castle, moved to approve the proclamation declaring June 15, 2025, as "World Elder Abuse Awareness Day" in North Carolina.

VOTE: Aye-5
Nay-0

PROJECT ON AGING MATTERS

A. Proposed Revision to Home & Community Care Block Grant (H&CCBG) FY 25 Allocation

Ms. Angie Boitnotte, Project on Aging Director, requested the Board revise the original allocation of the Home and Community Care Block Grant (H&CCBG). The request was to move $2,000 from IHA I to Congregate Nutrition and $10,000 from IHA II to Home Delivered Meals.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to approve the request to move $2,000 from IHA I to Congregate Nutrition and $10,000 from IHA II to Home Delivered Meals.

VOTE: Aye-5
Nay-0

B. Proposed Allocation of Projected FY 26 Home & Community Care Block Grant (H&CCBG) Funds

Ms. Boitnotte requested Board action to accept the projected allocation of $320,788 in Home and Community Care Block Grant (H&CCBG) funds for FY 2026. The required local match of $35,644 is present in the Project on Aging's FY 2026 requested budget.

Commissioner Greene, seconded by Commissioner Hodges, moved to accept the projected allocation of $320,788 in Home and Community Care Block Grant (H&CCBG) funds for FY 2026.

VOTE: Aye-5
Nay-0

REQUEST TO AMEND THE "NOT TO EXCEED" AMOUNT IN SDR AND DEBRISTECH'S NOTICE TO PROCEED

Mr. Chip Patterson, SDR, initially requested Board approval for an increase to the "Not to Exceed" (NTE) amount from $3.8 million to $5,950,000, an additional increase of $2,150,000. However, Mr. Patterson stated they would actually need an additional $500,000 to bring the total increase amount requested to $2,650,000. The increase was required to allow SDR to continue right-of-

way debris removal and complete the project. In conjunction with that amendment, Mr. Dennis Cruthird with DebrisTech (monitoring company as required by FEMA for reimbursement) requested an additional increase in the "Not to Exceed" amount of their contract from $1.5 million to $2 million. The $2 million plus the $6,450,000 brings the total amount to $8,450,000. Considerable discussion was held regarding the significant increases and the disappointment in the "gross" underestimates by SDR. Further displeasure was voiced regarding the slow progress in completing the debris removal process. Mr. Patterson stated they had a total of 2,048 points identified for remediation and 500 were completed. Commissioner Marsh questioned SDR's ability to complete removal of the remaining 1,548 points in the three (3) weeks they indicated it would be required since over eight (8) months have passed and they have only completed 500 points.

Chairman Eggers, seconded by Commissioner Greene, moved to accept the $2,650,000 and $500,000 increases to the "Not to Exceed" amounts of SDR and DebrisTech, respectively.

VOTE: Aye-4 (Eggers, Castle, Greene, and Hodges)
Nay-1 (Marsh)

MAINTENANCE MATTERS - OLD COVE CREEK SCHOOL SPORTS FACILITY FEASIBILITY STUDY AND CONCEPT PLAN

Robert Marsh, Maintenance Director, recommended BREC for the feasibility study and concept plan for the Old Cove Creek School Sports Facility. Estimated cost for the project including architecture and engineering services is $1,508,000. Funds would come from insurance, FEMA reimbursements, grants, Watauga County TDA, and administrative contingency.

Commissioner Hodges, seconded by Commissioner Marsh, moved to approve BREC for the feasibility study and concept plan for the Old Cove Creek School Sports Facility along with the contract in the amount of $185,000 for architecture, engineering, bid documents and bidding, construction documents and administration, and permitting.

VOTE: Aye-5
Nay-0

BOARD OF ELECTIONS OUT-OF-STATE TRAVEL REQUEST

Mr. Matt Snyder, Board of Elections Director, requested the Board to approve out-of-state travel for himself to attend a workshop on elections and emergency management in Kanas City, Missouri on June 20, 2025 held by The Center for Tech and Civic Life. All expenses are paid by The Center for Tech and Civic Life.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve the out-of-state travel request.

VOTE: Aye-5
Nay-0

STREAMFLOW REHABILITATION ASSISTANCE PROGRAM (STRAP) UPDATE

Mr. Brian Bonville, Conservation Technician, updated the Board on a STRAP project located between the Watauga County Agricultural Extension Center and the Temple of the High Country. The report was for information only; therefore, no action was required.

ADOPTION OF THE FISCAL YEAR 2026 BUDGET ORDINANCE

The Fiscal Year 2026 Budget Ordinance was presented for adoption. Included were the changes recommended by the Board and County Manager. The Board thanked staff and everyone involved in the budget process from elected officials, outside agencies, non-profits, and citizens.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve the Fiscal Year 2025-2026 Budget Ordinance as presented.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Change Orders One (1) Through Six (6) for the New EMS Facility

County Manager Geouque presented Change Orders one (1) through six (6) for the new EMS facility for Board approval. The Change Orders were detailed in the attached information. The initial change order amount was over $70,000 but the project architect was able to reduce the amount to $56,503.08. The project contingency covered the Change Orders as presented. The Board requested in the future that the architect for the project be present to address the Change Orders.

Commissioner Marsh made a motion to approve only Change Orders 3 and 4. The motion failed due to absence of second.

Chairman Eggers, seconded by Commissioner Hodges, moved to approve Change Orders 1-6 in the amount of $56,503.08.

VOTE: Aye-4 (Eggers, Castle, Greene, and Hodges)
Nay-1 (Marsh)

B. Regular Board Meeting Schedule

Due to the Board's multiple meetings in May, the adoption of the County budget in June, and the 4th of July holiday, the first Board meeting in July has been cancelled historically. Typically, there is very limited business due to the new fiscal year. Additionally, in the event a meeting is required, the Board could schedule a special called meeting.

Commissioner Hodges, seconded by Commissioner Marsh, moved to cancel the July 1, 2025 regular scheduled meeting.

VOTE: Aye-5
Nay-0

C. Announcements

On June 9th, 2025 at 10 A.M., the County will celebrate completion of the new improvements to the Sanitation Scalehouse Facility.

COMMISSIONER COMMENTS

Chairman Eggers asked if there were any Commissioner comments.

Commissioner Greene	–	Watauga High School Celebration – Seniors Sunrise/Sunset.
Commissioner Hodges	–	WAMY Fund Raiser.
Vice-Chairman Castle	–	Scale house improvements, staff, and the right direction the department is heading.
Chairman Eggers	–	Appreciated citizens patience with debris removal, Department Heads/Staff, and Boone Chamber of Commerce.

CLOSED SESSION

At 6:55 P.M., Commissioner Greene, seconded by Vice-Chairman Castle, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

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

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Greene, seconded by Commissioner Hodges, moved to adjourn the meeting at 8:23 P.M.

VOTE: Aye-5
Nay-0

Braxton Eggers, Chairman

ATTEST: Deron Geouque, County Manager

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AGENDA ITEM 3:

APPROVAL OF THE JUNE 17, 2025, 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:

DISCUSSION ON BOARD OF EDUCATION RESOLUTION FOR A GUARANTEED ENERGY SAVINGS CONTRACT

MANAGER'S COMMENTS:

Dr. Leslie Alexander, Watauga County Schools Superintendent, and Mr. Graham Lewis, Schneider Electric, will present a guaranteed energy savings contract. The contract is to provide for cost savings which then are used to pay back the cost of the improvements and to allow for investment in future infrastructures and utility improvements. There would be no cost to the County. The Board would have to adopt the resolution to allow the School Board to enter into such a contract. As there are no numbers associated with the contract at this time, the purpose of the presentation is to gauge the willingness of the Board of Commissioners to approve such a contract.

Board action is required to adopt the resolution with the "not to exceed" figures provided.

WATAUGA COUNTY
BOARD OF EDUCATION
Margaret E. Gragg Education Center
175 Pioneer Trail Boone, NC 28607
(828) 264-7190

RESOLUTION ACKNOWLEDGING THE EXECUTION AND DELIVERY OF A GUARANTEED ENERGY SAVINGS CONTRACT BY THE WATAUGA COUNTY SCHOOLS BOARD OF EDUCATION

BE IT RESOLVED by the Board of Commissioners (the "Board") of the County of Watauga, North Carolina (the "County") as follows:

1. The Board hereby finds, determines and acknowledges that:
   a) The Watauga County Schools Board of Education (the "School Board") plans to enter into a Guaranteed Energy Savings Contract pursuant to G.S. 143-64.17 et. seq. not to exceed $XXX for the purpose of providing certain energy conservation measures authorized to reduce energy consumption and/or energy-related operating costs (the "Project");
   b) The School Board intends to finance said Project by entering into an installment contract (the "Contract") pursuant to G.S. 143-64.17I and G.S. 160A-20, as amended;
   c) The School Board's Guaranteed Energy Savings Contract shall not exceed 20 years from the date of the installation and acceptance by the governmental unit of the energy conservation measures provided for under the Contract;
   d) The energy conservation measures to be installed under the Contract are for existing buildings;
   e) The energy savings resulting from the Project are expected to equal or exceed the total costs payable under the Contract as evidenced through an evaluation performed by a third party reviewer, XXX on behalf of the School Board;
   f) The payments made under the Contract are not expected to require any additional appropriations to be made by the Board to the School Board nor require any increase in taxes; and
   g) The Board does not intend to reduce appropriations to the School Board based upon a reduction of energy costs in a manner that would inhibit the ability of the School Board to make required payments under the Contract, provided that the County is not bound in any manner to appropriate funds to the School Board in an amount sufficient for the School Board to make such payments.
2. This resolution shall take effect upon its passage.

I DO HEREBY CERTIFY that this is a true and correct copy of the resolution duly adopted by the Watauga County Board of Commissioners at a regular meeting held on June 17, 2025.

_____ _____

Chairman, Watauga County Board of Commissioners Date

Making an

IMPACT

at Watauga County Schools

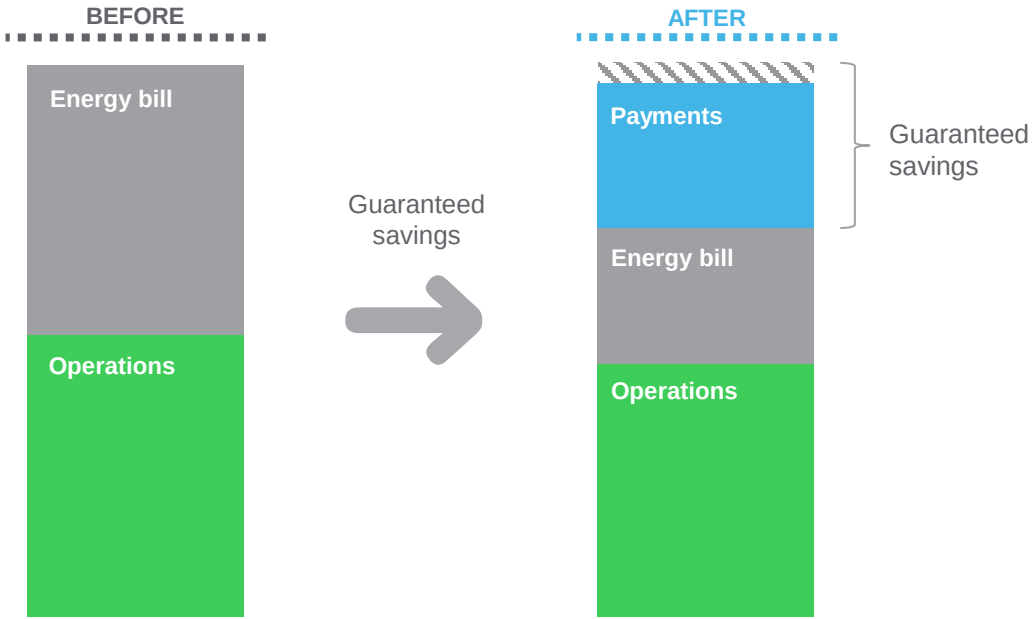
WATAUGA COUNTY SCHOOLS

Property of Schneider Electric

Life Is On Schneider Electric

Performance Contracting Overview

Definition: *"Guaranteeing utility savings and reinvesting the savings into facility improvements."*



Budget before and after Capital Recovery and Reinvestment

Confidential Property of Schneider Electric |

What Kinds of Facility Improvements?

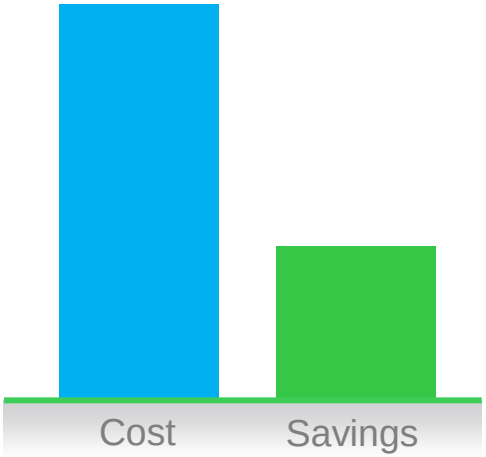
Revenue Creation Measures

Energy Conservation Measures

- LED Lighting
- BAS Optimization
- Water Conservation
- Building Envelope Upgrades
- Renewables

+

Capital / Maintenance Needs



Major Building Improvements

- HVAC Upgrades
- Controls Upgrades
- Windows & Cosmetics
- Electrical Upgrades

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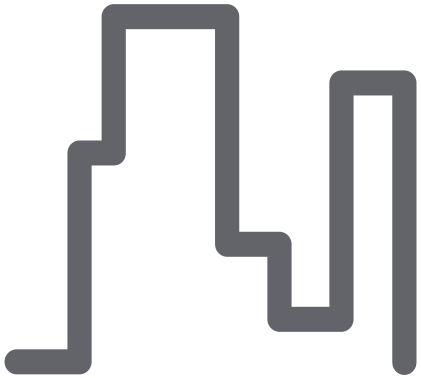


Comprehensive Solution

Project Priorities & Goals

Address Major Facility Needs:
Take care of big-ticket items like boilers throughout all campuses, so that you can concentrate limited funding on other priority needs such as air-conditioning

Cut Costs & Demonstrate Financial Stewardship
Reduce operational costs by implementing energy efficiency measures and share responsibility of taxpayer dollars w/ community

One Trusted Partner:
Long-term partnership with a reliable expert that can join you along your district's facilities journey

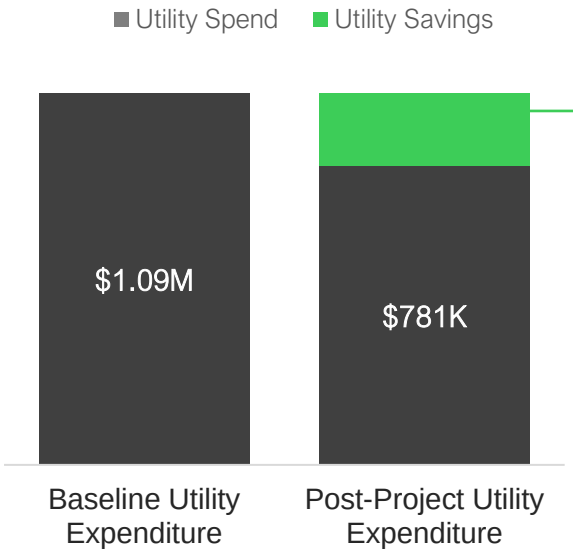
Provide New STEM Learning Opportunities for Students

Expose students to new career opportunities and provide unique, hands-on experiences for students

Life Is On Schneider Electric

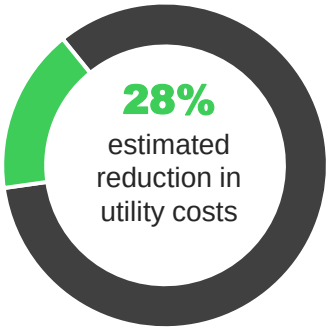
Guaranteed Energy Savings Contract - Projected Financial Impact

Annual Utility Impact



$308,000

Estimated Annual Savings



$4.2-$5.3M

In capital that can be reinvested over 15-year partnership to fund needed renovations

$5.6-$7.1M

In capital that can be reinvested over 20-year partnership to fund needed renovations

Confidential Property of Schneider Electric | Page 5

Public

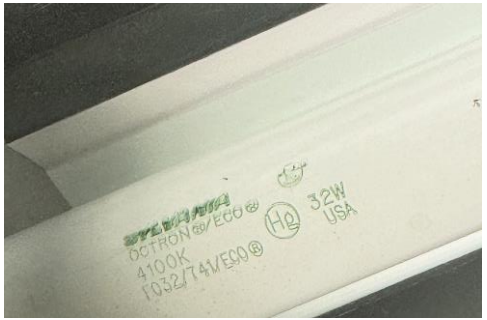
Lighting

Current Condition

- Mix of T8/T12 Lighting & LED
  - Gyms converted to LED; various hallways were also converted to LED (school by School basis)
  - 30W-40W lamps were observed in the non-LED areas
- Mix of LED and inefficient exterior lighting

Recommendations

- Convert remaining fixtures to LED (Potential of 60%-75% savings on non-LED)
- Replace exterior fixtures with LED
- De-lamp appropriate areas



Payback

Facilities Impacted

Watauga High School	Hardin Park ES	Green Valley	Parkway ES	Blowing Rock ES	Cove Creek ES
Mabel ES	Bethel ES				

Boiler Upgrades

Current Condition

- 7 Schools w/ Boilers fired with Fuel Oil with many at or near the end of their useful life.
- All ES served by 2-pipe heating only system; few areas have spot cooling systems (DX, Window Units, Portable Units)
- HS is served by a 2009 Geothermal Heat Pump System.

Recommendations

- Convert Fuel Oil Boilers to Propane; evaluate bringing Natural Gas to Parkway ES.
- Develop priorities of equipment to be upgraded

Payback

Facilities Impacted

Watauga High School	Hardin Park ES	Green Valley	Parkway ES	Blowing Rock ES	Cove Creek ES
Mabel ES	Bethel ES				

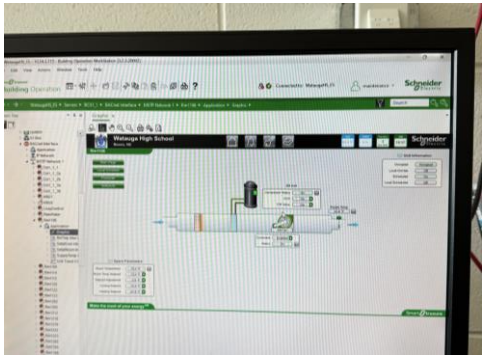
Building Automation

Current Condition

- High School has SE control system and is in good working order
- Varying degree of standardization of setpoints (70-75 observed in cooling)
- Other schools have varying degree of controls from pneumatics to stand alone tstats to aquastats to control fans

Recommendations

- Optimize sequences, setpoints, and schedules where applicable
- Identify and replace failed components
- Understand larger priorities of adding cooling to develop controls solution that can be expanded.



Payback

Facilities Impacted

Watauga High School	Hardin Park ES	Green Valley	Parkway ES	Blowing Rock ES	Cove Creek ES
Mabel ES	Bethel ES				

Additional ECMs

- Solar PV
    - Currently there is one ground mount panel at Cove Creek ES as part of a educational program, but no commercial-sized system exists.
    - Based on the current analysis of the solar requirements of the two Utilities, there may be some opportunity for PV, but further evaluation is required.
- Secondary Transformer Upgrades
- Mable ES – Electrical Infrastructure
- Building Envelope Improvements

SUCCESS STORY | Lexington City Schools, NC

Getting Caught Up on Decades of Deferred Maintenance

LEXINGTON CITY SCHOOLS
R.I.S.E
RIGOROUS INNOVATIVE SCHOOLS FOR EVERYONE

Vision

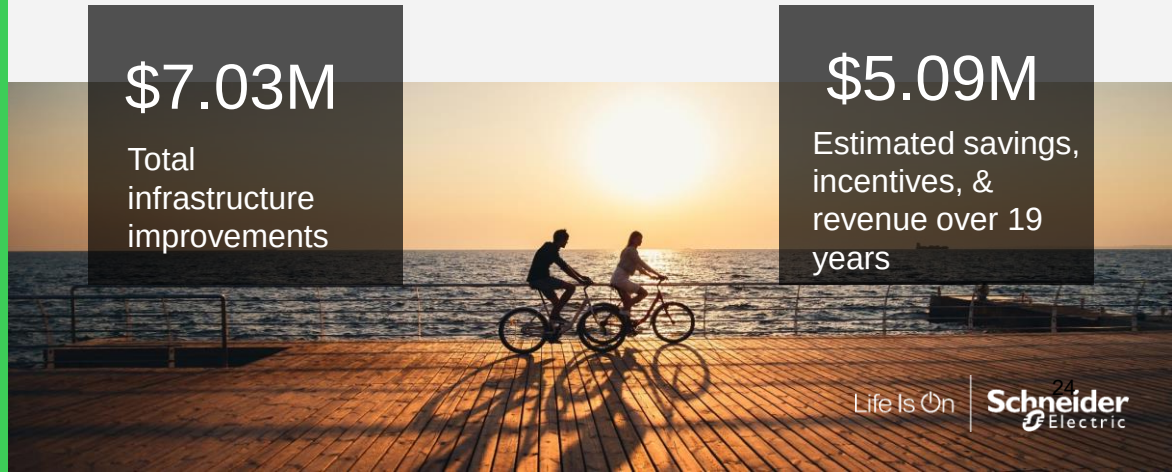
- Update Infrastructure
- Promote Sustainability Education Initiatives

Solutions

- 5 New Boilers, 1 Chiller, 1 Cooling Tower
- Reduction in Noise Pollution
- LED Lighting District-Wide
- 21 Tons of Water Source Heat Pump Replacements
- Capital Funding Maximization
  - $850,000 for 2 multi-zone air-handlers
  - ESSER II funds for district-wide bi-polar ionization
  - ESSER III $1.4m for HVAC needs

Results

Lexington City Schools and Schneider Electric partnered to not only address critical infrastructure needs, but also implement transformative energy solutions that would generate savings for years to come. Most importantly, we improved comfort for EC students in the classroom at South Lexington School and eliminated noisy distractions for many children at Southwest ES.



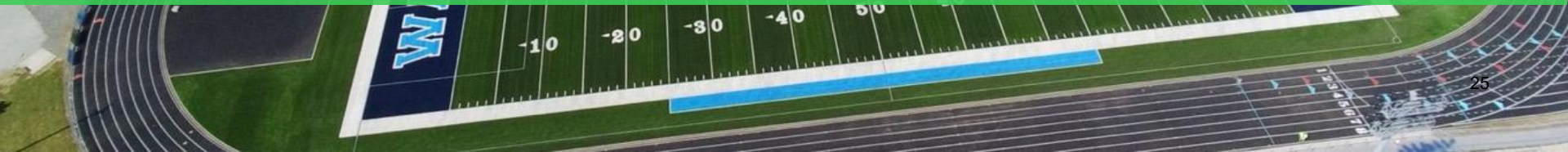
Looking Ahead – Next Steps

Gain Stakeholder Buy-In & Move to Procurement

Project Milestones

- Get County Commissioner Support to Move Into Procurement
- Procurement Process
- Design Phase
- Construction
- Client Services Period

making an
IMPACT
at Watauga County Schools



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AGENDA ITEM 6:

MIDDLE FORK GREENWAY BOONE GORGE PARK BID AWARD

MANAGER'S COMMENTS:

Ms. Carrie Caviness, Interface Environmental Consulting, will request the Board award the bid to MBI Builders in the amount of $3,823,590.24 for the construction of Boone Gorge Park. Funding for the project will come from Watauga County Tourism Development Authority and numerous grant sources.

Board action is required to accept the bid from MBI Builders in the amount of $3,823,590.24 for the construction of Boone Gorge Park.

INTERFACE ENVIRONMENTAL CONSULTING

To: Watauga County Commissioners

From: Carrie Caviness, President, IEC

Date: June 5th, 2025

Re: Middle Fork Greenway Boone Gorge Park

This memo serves to detail the Middle Fork Greenway, Boone Gorge Park bidding process and Interface Environmental Consulting (IEC) and Blue Ridge Conservancy's (BRC) recommendation to the Watauga County Commissioners for contract award.

IEC and Warren Consulting & Design assembled the bid documents including instructions, alternatives, technical specifications to accompany the project's construction documents. This package was provided to Mr. Deron Geoque and Ms. Anita Fogle and posted to the County's website on April 14th, at 8:00am. A mandatory pre-bid meeting was held onsite on April 24th. Advertisement of the bid was posted in the Watauga Democrat, Ashe Post & Times, and Greater Diversity News website. IEC also disseminated the bid package to HUD and SBE/DBE General Contracting firms per recommendations by the High County Council of Governments staff.

The first bid opening was attempted on May 7th, 2025. Two firms were present; JW Hampton and Polivka Construction. Per NCAC, a 7-day readvertisement period was initiated with all documents still maintained on the County website. Bids were opened by Carrie Caviness (IEC) on May 14th, 2025 at the County Administration building. Dr. Caviness was accompanied by WCD staff as well as Blue Ridge Conservancy and Watauga County staff during bid opening, review, tabulation, and recognition of the apparent low bidder. All bidders met and provided proof of the required licensure/insurance, bid bond, supply/sub-contractor lists, and references. All bids received are given below:

Contractor	Base Bid
MBI Builders	$4,395,323.31
JW Hampton	$6,170.476.19
Polivka	$6,951,425.00

IEC and BRC recommend the MFG Boone Gorge Park project be awarded to MBI Builders, LLC based on the bid price and all other bid requirements which were successfully met. Negotiation between BRC and MBI has resulted in an expected contract award of $3,823,590.24.

Sincerely,

Dr. Carrie Caviness
Interface Environmental Consulting, LLC.
CC: J. Patrick Warren, PE, Warren Consulting and Design, PLLC.
Charlie Brady, Blue Ridge Conservancy

AGENDA ITEM 7:

APPROVAL OF THE JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2026 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN

MANAGER'S COMMENTS:

Ms. Austin Combs, JCPC Program Manager, will request the Board approve the Juvenile Crime Prevention Council (JCPC) FY 2026 certification, membership, and County Plan.

Board approval is required to accept the Juvenile Crime Prevention Council (JCPC) FY 2026 certification, membership, and County Plan.

Juvenile Crime Prevention Council County Plan

Watauga County

For FY 2025-2026

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I. Executive Summary

II. County Funding Plan

III. Juvenile Crime Prevention Council Organization

IV. County Risk and Needs Assessment Summary

V. County Juvenile Crime Prevention Council Request for Proposals

VI. Funding Decisions Summary

VII. Funded Programs Program Enhancement Plan (PEP). (Add brief program description for any program without a PEP)

I.

Executive Summary

The Watauga County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has reviewed and updated this County Plan for FY 2025-2026. In 2019, House Bill 593 passed which approved an optional 1- or 2-year funding cycle for DPS JCPC funds, which is determined locally by each JCPC statewide. Also included in the HB was Raise the Age in N.C. which directs 16 & 17 years old from District Court to Juvenile Court. In order to see any new possible trends in juvenile justice data (now serving 16 & 17 years old) and to plan programming in the community accordingly, the Watauga County JCPC approved a l-year funding cycle. Data continues to be monitored by the JCPC annually which provides direction to which funding cycle is most beneficial to the community and Council.

The JCPC has identified the issues and factors which have an influence and impact upon vulnerable youth, at-risk youth, delinquent youth, and their families in Watauga County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

Monitoring and Evaluation: Each program funded in the past fiscal year by the JCPC has been monitored by the JCPC Monitoring Committee and programs were found in full compliance with DPS JCPC Policy and within the operating parameters of their budget and, providing the services as described in their program agreement. The monitoring results and program outcome evaluations were considered in making funding allocation decisions. The JCPC will continue to conduct annual implementation monitoring of is funded programs.

Priorities for Funding: Through a review of risk & needs assessment data, the Youth Assessment Screening Inventory (YASI) data and a community resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency in Watauga County.

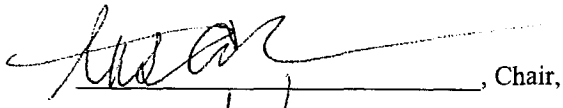
1. Parent/Caregiver Education, Skill Building, and Support
2. Interpersonal Skill Building and Interpersonal Skills
3. Experiential Skills
4. Mediation
5. Teen Court/Restorative Justice (Sentencing Circles)
6. Community Service/Restitution
7. Vocational Skills
8. Substance Use Prevention
9. Tutoring and Academic Enhancement
10. Mentoring

Funding Recommendations: Having advertised a Request for Proposals (RFP) for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Public, Division of Juvenile Justice and Delinquency Prevention funds to the following programs in the amounts specified below for the upcoming fiscal year: (Also, see the Watauga County Funding Plan with this report.)

1.	Juvenile Mediation	$14,950
2.	Sentencing Circles	$18,980
3.	Project Challenge	$65,000
4.	Teen Leadership	$22,818
5.	Youth Resource Center	$58, 531

The JCPC further recommends that the following amount be allocated for the administrative costs of the Council for fiscal year 24-25: $500.

Respectfully Submitted,



_____, Chair, Watauga County Juvenile Crime Prevention Council

Date: 5/8/25

II.

Watauga County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ $139,176 Local Match: $ $41,603 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% DPS-JCPC Program Expenses
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	JCPC Admin	$500						$500	
2	Juvenile Mediation - Mediation and Restorative Justice Center	$11,500	$3,450					$14,950	25%
3	Project Challenge - Project Challenge North Carolina Inc.	$50,000	$15,000					$65,000	23%
4	Sentencing Circles - Mediation and Restorative Justice Center	$14,600	$4,380					$18,980	23%
5	Teen Leadership Development and After-School Program - Mountain Alliance	$17,552	$5,266					$22,818	23%
6	Youth Resource Center - Western Youth Network	$45,024	$13,507					$58,531	23%
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$139,176	$41,603					$180,779	23%

The above plan was derived through a planning process by the Watauga County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2025-2026.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Chairperson, Juvenile Crime Prevention Council (Date) 5/8/25

check type ☒ initial plan ☐ update ☐ final

DPS Use Only

Reviewed by _____ Area Consultant 4-23-25 Date

Reviewed by Amanda Bullock Program Assistant 5/2/2025 Date

Verified by _____ Designated State Office Staff Date

Chairperson, Board of County Commissioners or County Finance Officer (Date)

ver 03/02/21

III.

Juvenile Crime Prevention Council Organization

FY 25-26	Name	Organization	Title
Chairperson	Austin Combs	High Country Community Health	Psychologist
Vice-Chairperson	Keron Poteat	Watauga County Parks and Recreation	Assistant Director
Secretary	Becky Ballew	Watauga County Finance	Accounting Tech. II
Treasurer	Becky Ballew	Watauga County Finance	Accounting Tech. II
Assessment Committee Chairperson	Mechelle Miller	NCDPS	Court Counselor Supervisor
Funding Committee Chairperson	Keron Poteat	Watauga County Parks and Recreation	Director

Number of members for FY 24-25: **16 to 18**

List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No
8-22-24	14	Yes
9-26-24	Cancelled	No
10-24-24	9	Yes
12-07-24	7	No
1-23-25	11	Yes
2-27-25	11	Yes
3-27-25	16	Yes
4-17-25	13	Yes
5-22-25	10	Yes

IV.

SUMMARY REPORT OF THE WATAUGA COUNTY RISK AND NEEDS ASSESSMENT COMMITTEE

I. **Youth Assessment and Screening Instrument (YASI) Summary**
II. **Summary of Community Resources**
III. **Summary of Gaps and Barriers in the Community Continuum of Services**
IV. **Proposed Priority Services for Funding**

PART I. Youth Assessment and Screening Instrument (Full YASI)

The Risk and Needs Assessment Committee reviewed aggregate data gleaned from the Youth Assessment and Screening Instrument administered by Juvenile Court Counselors in Watauga County during the 2023-2024 fiscal year. The full assessment consists of over 100 separate items useful for both predictive risk and case management. Data reported from this review will consist of county-level risk factors that may be prioritized by the JCPC for RFP development, as well as for highlighting prevalent issues among court-involved juveniles that individual programs and community-based service organizations will want to consider when working with court-involved juveniles in the county.

At intake to Juvenile Justice services, all youth receive the YASI Pre-Screen (33 questions), which is also embedded in each full assessment (100 questions). The YASI questions are framed in either a historic context (Legal History, for example) or, in some cases, "current" or "prior three months" timeframes for other, more dynamic, questions. Some of the individual item ratings are dependent on information reported by the youth and/or their guardian(s). Some questions are subject to additional information by the DJJ Court Counselors conducting the intake.

The aggregate outputs from full YASI assessments are just one of the data sources used by the Committee and are the focus of summaries that follow in this report.

Note Many of the deviations from the state numbers were suggested to be due to the small population and smaller number of juveniles served giving Court Counselors the ability to gain more insight into each juvenile by working closely with collateral contacts rather than relying solely on self-reporting by the juvenile and family.

Overall Observations

- There were 59 Risk Assessments completed during the fiscal year (July 1, 2023, to June 30, 2024) using the full YASI assessment tool. Last year there were 70 risk assessments completed for the year. According to the YASI, **46% of Watauga youth fell into the Moderate risk range, which is only slightly higher than the State rate of 41%.**

- The overall level of strengths as measured by the YASI showed that youth and families in Watauga County have fewer strengths than the State average. **(71% of youth served had High moderate, High, or Very High strengths compared to 80% for the State).**

Specific Domain Observations

- In Watauga, only 5% of juveniles assessed had previous weapon offenses, compared to 17% for the State.
- While 20% of juveniles in the state had prior detention admission, the rate for Watauga was only 7%.
-
- 26% of Juveniles in Watauga have family members who use alcohol/substances compared to only 13% for the state. Similarly, 31% of juveniles in Watauga have family members who have mental health issues compared to 13% for the state.
- **45% of juveniles in Watauga have family members with prior criminal history compared to only 26% for the state.**
- The data shows that compared to the state Watauga schools are twice as likely to file juvenile reports than the state average (43% to 24%). This is likely due to the fact that Watauga law enforcement agencies are either not regularly coming into contact with juveniles or are not filing reports on juveniles so almost all referrals in Watauga come from schools and SROs.
- A staggering number of juveniles in Watauga report having no interest in school activities (54%) compared to the state average (31%).
- The influence that negative peer associations have on Watauga juveniles in significantly higher that the state. (31% to 16%)
- In Watauga fewer juveniles are reporting use of alcohol/drugs under the age of 12 (7%) compared to the state average of 11%.
- 10% more juveniles report having mental health problems than the state average. (49% to 39%).
- **The number of juveniles with history of sexual or physical abuse is much higher in Watauga than the state. (Physical abuse 17% Watauga, 9% state, Sexual abuse 17% Watauga and 6% state).**
- **Similarly, the Watauga percentage of sexually vulnerable juveniles was higher (22%) than the state (6%)**

PART II. Summary of Community Resources

See attached Continuum of Services

PART III. Summary of Gaps and Barriers in the Continuum of Services

School-based therapy (SBT) is now offered by High Country Community Health for elementary, middle, and high school students.

Watauga County Schools has also implemented a mental health services program embedded within the school system in part to replace the Assessment Support Counseling Center.

Community Day Programming: FOCUS closed both the middle school day treatment program and the elementary day treatment program. This remains a need in the community.

Transportation in the County is still a need for accessing resources. Many students would like to join pro-social activities but live far out in the county and have no way to access.

Undocumented youth and families lack access to State-funded mental health or substance abuse treatment, and good alternatives are limited. Further, language is seen as a barrier to using resources to the Hispanic population. Additional Spanish language resources are needed, including support groups for Hispanic parents and children. There has been improvement in this area, but there is still a gap.

Enhanced mental health services are not available to youth who lack either Medicaid or Health Choice coverage or are undocumented. AMI Kids has expanded their Functional Family Therapy to also serve Youth who are on a diversion contract. Previously they only served adjudicated youth.

A resource to help divorced or separated parents with co-parenting is a need. Improved access to in-home services may help. Some options are available through the mediation program (MRJC), but there is no funding for family mediation.

Vaping is prevalent at the high school and seen as a problem. Watauga County Schools has a prevention counselor to address this need, though this resource could be expanded, as well.

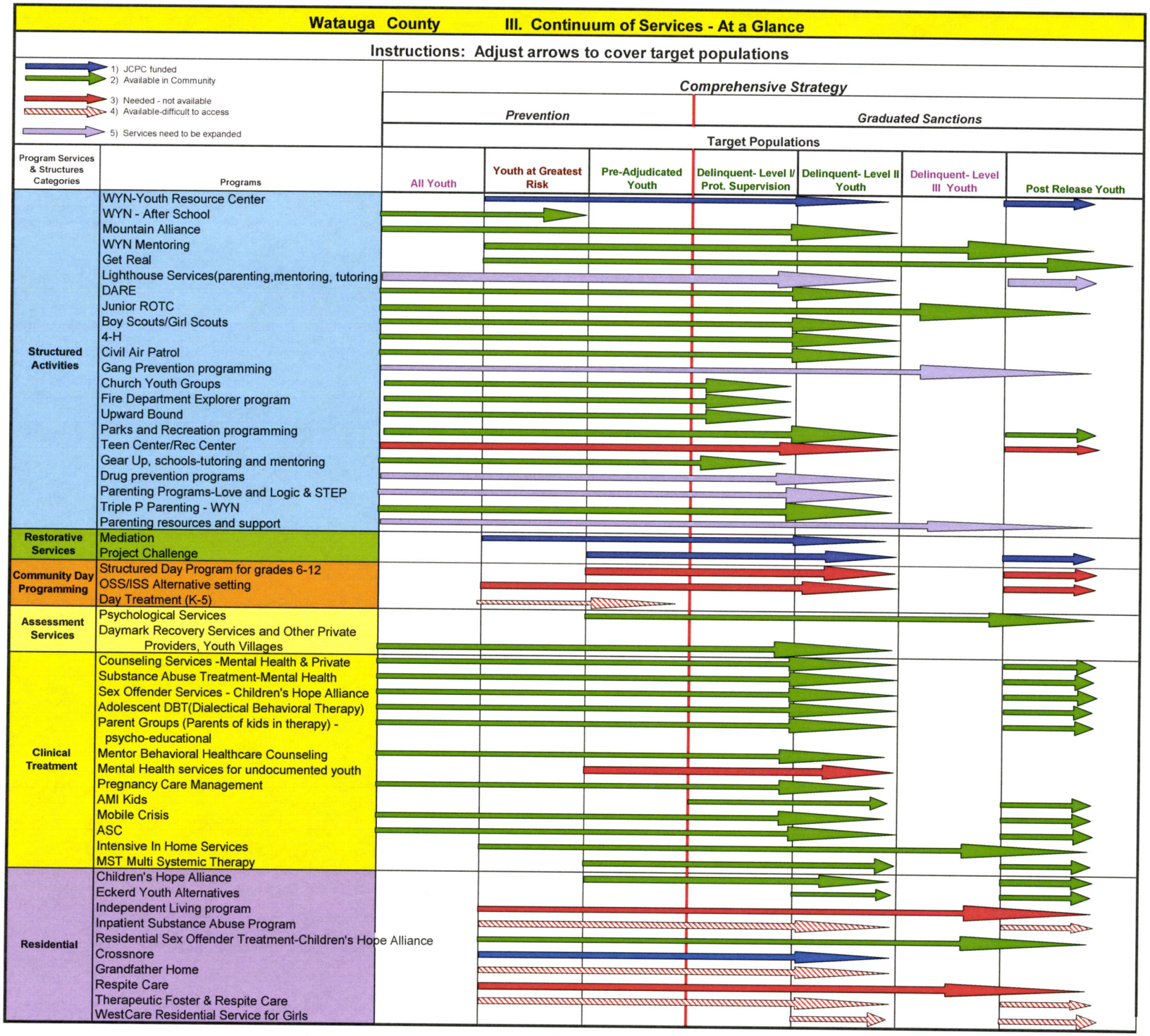
Daymark has a 5-session substance abuse treatment program that Watauga High School uses frequently but there remains an extreme need for a higher level of substance use treatment for juveniles.

PART IV. Proposed Priority Services for Funding

The Committee compared the services needed to address the elevated Juvenile Risk Factors and Juvenile Needs with the services currently available in the community. Services which are currently available in the community and sufficiently meet the needs of court-involved youth (or those youth at risk for court involvement) are not considered a priority for JCPC funding.

The JCPC proposes that the following services be approved as funding priorities for FY 2025 - 2026:

- Parent/Caregiver Education, Skill Building, and Support
- Interpersonal Skill Building and an Interpersonal Skills
- Experiential Skills
- Mediation
- Teen Court/Restorative Justice (Sentencing Circles)
- Community Service/Restitution
- Vocational Skills
- Substance Use Prevention
- Tutoring and Academic Enhancement
- Mentoring


Watauga County
III. Continuum of Services - At a Glance
Instructions: Adjust arrows to cover target populations
1) JCPC funded
2) Available in Community
3) Needed - not available
4) Available-difficult to access
5) Services need to be expanded
Comprehensive Strategy
Prevention
Graduated Sanctions
Target Populations
Program Services & Structures Categories
Programs
All Youth
Youth at Greatest Risk
Pre-Adjudicated Youth
Delinquent- Level I/ Prot. Supervision
Delinquent- Level II Youth
Delinquent- Level III Youth
Post Release Youth
Structured Activities
WYN-Youth Resource Center
WYN - After School
Mountain Alliance
WYN Mentoring
Get Real
Lighthouse Services(parenting,mentoring, tutoring
DARE
Junior ROTC
Boy Scouts/Girl Scouts
4-H
Civil Air Patrol
Gang Prevention programming
Church Youth Groups
Fire Department Explorer program
Upward Bound
Parks and Recreation programming
Teen Center/Rec Center
Gear Up, schools-tutoring and mentoring
Drug prevention programs
Parenting Programs-Love and Logic & STEP
Triple P Parenting - WYN
Parenting resources and support
Restorative Services
Mediation
Project Challenge
Community Day Programming
Structured Day Program for grades 6-12
OSS/ISS Alternative setting
Day Treatment (K-5)
Assessment Services
Psychological Services
Daymark Recovery Services and Other Private Providers, Youth Villages
Clinical Treatment
Counseling Services -Mental Health & Private
Substance Abuse Treatment-Mental Health
Sex Offender Services - Children's Hope Alliance
Adolescent DBT(Dialectical Behavioral Therapy)
Parent Groups (Parents of kids in therapy) - psycho-educational
Mentor Behavioral Healthcare Counseling
Mental Health services for undocumented youth
Pregnancy Care Management
AMI Kids
Mobile Crisis
ASC
Intensive In Home Services
MST Multi Systemic Therapy
Residential
Children's Hope Alliance
Eckerd Youth Alternatives
Independent Living program
Inpatient Substance Abuse Program
Residential Sex Offender Treatment-Children's Hope Alliance
Crossnore
Grandfather Home
Respite Care
Therapeutic Foster & Respite Care
WestCare Residential Service for Girls

V.

WATAUGA County Juvenile Crime Prevention Council
Request for Proposals

061725 BCC Meeting

139,176	30%	February 5, 2025
Anticipated Annual Allocation	**Required Local Match Rate**	**Date Advertised**

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in Watauga County and hereby publishes a Request for Proposals. The JCPC anticipates funds from the NC Dept. of Public Safety Juvenile Justice and Delinquency Prevention in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state fiscal year 2025-2026 beginning on, or after, July 1, 2025. The use of these funds requires a local match in the amount specified above.

Based on identified needed programs and possible gaps in the service continuum, the following checked program types will be considered for funding:

☒ Mentoring Services	☒ Restitution/Community Service	☐ Services Addressing Problem Sexual Behavior
☒ Parent/Family Skill Building	☒ Teen Court – including Sentencing and Responsive Circles	☐ Group Home
☒ Interpersonal Skill Building	☐ Psychological Assessments	☒ Temporary Shelter Care
☒ Vocational Skills	☐ Family Counseling	☐ Runaway Shelter Care
☒ Experiential Skills	☐ Home Based Family Counseling	☐ Specialized Foster Care
☒ Tutoring/Academic Enhancement	☐ Individual/Group/Mixed Counseling	☐ Temporary Foster Care
☒ Mediation/Conflict Resolution – including Truancy Mediation, Victim-Youth and Family Group Conferencing, Responsive Circles	☒ Substance Abuse Counseling	☐ Juvenile Structured Day

Proposed program services should target the following risk factors for delinquency or repeat delinquency:
Services for low and moderate risk youth and youth with moderate and high needs; see domain concerns listed below.

Proposed services should address the following concerns as reported in the Youth Assessment Screening Instrument (YAS) for adjudicated youth:

1. Peer Domain: association with negative/delinquent peers, threats/bullying
2. Individual Domain: substance use, history of physical/sexual abuse/victimization, lack of adaptive skills
3. Family Domain: substance use/abuse, mental health needs, inadequate supervision and parent/guardian skills
4. School Domain: school behavior problems, conflicts, bullying

Applicants are being sought that are able to address items below:

1. Program services compatible with research that are shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals from gang participation.
5. Awareness of and sensitivity to Racial Ethnic Disparity that exists in the County.
6. Programs are encouraged to provide effective programming that includes restorative justice practices.

Only local public agencies, 501(c)(3) non-profit corporations and local housing authorities can apply for funding.

In order to apply for FY 2025-2026 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at: https://cp.ncdjjdp.org/CP. Additional self-help videos on the NC ALLIES webpage are available by clicking on the HELP tab. Private non-profits are also required to submit, by uploading in NC ALLIES, the following: 1) No Over Due Tax form, 2) DPS Conflict of Interest Statement, 3) Agency Conflict of Interest Policy, and 4) Proof of 501(c)(3) status. (#1 & #2 are available at the above link.)

Austin Combs
JCPC Chairperson / Designee

828-264-8759
Telephone #

The deadline for receiving applications is: **March 7, 2025 at 5:00 pm**

Email 1 electronic copy to:
becky.ballew@watgov.org

For further information or technical assistance in applying for JCPC funds in Madison County, contact DPS Area Consultant Melissa Johnson at 828-808-3019, 828-773-1550 or melissa.g.johnson@ncdps.gov.

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes a Request for Proposals. The JCPC anticipates funds from the NC Department of Public Safety, Division of Adult Correction and Juvenile Justice, Juvenile Community Programs section in the amount of $139,176 to fund programs to serve delinquent and at-risk youth for the state **fiscal year 2025-2026** beginning on, or after, **July 1, 2025**. The use of these funds requires a local match of 30%. Please see the Watauga County website at www.wataugacounty.org for further details on the application process. Deadline for applications is March 7th, 2025 at 5:00pm.

VI.

Juvenile Crime Prevention Council Funding Decisions Summary

Funding Decision for:	FY 25-26	Date Completed:	5/8/25
Program(s) Funded	**Select 1-year or 2-year funding and reason(s) for Funding (Check all that apply)**		

Juvenile Mediation

☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY25-26

Rationale for 2-year Funding approval: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:
☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)

☒ Meets funding priority ☒ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☒ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☒ Other Teaches and models conflict resolution skills Other Ability to address any subject matter

Sentencing Circles

☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY25-26

Rationale for 2-year Funding approval: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:
☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)

☒ Meets funding priority ☒ Compatible with research ☐ Cost efficient ☒ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☒ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☒ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☒ Other Provides Teen Court component Other Allowsopen conversation between victims, parents, and youth offender

Youth Resource Center (WYN)

☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY25-26

Rationale for 2-year Funding approval: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:
☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)

☒ Meets funding priority ☒ Compatible with research ☐ Cost efficient ☒ Addresses reductions of complaints, violations of supervision & convictions ☒ Has evaluation component ☒ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☒ Other Teaches and models social and academic skills Other Provides afterschool for middle school age

Project Challenge

☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY25-26

Rationale for 2-year Funding approval: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain:
☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance)

☒ Meets funding priority ☒ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☒ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☒ Other Teaches and models social skills Other Teaches giving and pride in community

Juvenile Crime Prevention Council Funding Decisions Summary

Teen Leadership Development & Support Program (Mtn. Alliance)	☐ 2-year Funding approved for FY and OR ☒ 1-year Funding approved for FY25-26 **Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain: ☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance) ☒ Meets funding priority ☒ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☒ Other Teaches and models social and academic skills Other Offers afterschool for older students & cultural opportunitiess
	☐ 2-year Funding approved for FY and OR ☐ 1-year Funding approved for FY **Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain: ☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance) ☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☐ Other Other
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Juvenile Crime Prevention Council Funding Decisions Summary

	☐ 2-year Funding approved for FY and OR ☐ 1-year Funding approved for FY **Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain: ☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance) ☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☐ Other Other
	☐ 2-year Funding approved for FY and OR ☐ 1-year Funding approved for FY **Rationale for 2-year Funding approval**: ☐ Funded in past years ☐ In good standing with county/JCPC and DPS (following PA, timely reports, reporting to JCPC as requested) ☐ Favorable JCPC monitoring ☐ In compliance with Consultant Monitoring ☐ Quality of Service Assessment (QOS) rating is min 70% (min. score of 14) OR progress made on PEP in QOS. ☐ Provides an essential dispositional option, explain: ☐ Meets target population as described in Program Agreement (*number served, and described target population*), with minimal exceptions (i.e. less than 10% variance) ☐ Meets funding priority ☐ Compatible with research ☐ Cost efficient ☐ Addresses reductions of complaints, violations of supervision & convictions ☐ Has evaluation component ☐ Addresses parental accountability ☐ Addresses use of alcohol/controlled substances ☐ Addresses restitution to victims ☐ Addresses gang participation ☐ Would increase funding to this service if funds were available ☐ Other Other
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Juvenile Crime Prevention Council Funding Decisions Summary

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Juvenile Crime Prevention Council Funding Decisions Summary

Program Not Funded	Reason for Not Funding (Check all that apply)
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of its type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
	☐ Lack of funding, addresses priority need and would fund if resources allowed ☐ Does not meet funding priority ☐ Not compatible with research ☐ Lesser quality than another program funded of its type ☐ Greater cost than program of same type and quality ☐ Other ☐ Other
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VII.

Program Enhancement Plan (PEP)

Program/Component: Project Challenge-Watauga

Brief Description: Project Challenge is a dispositional option to juvenile court allowing participants to repay or give back to their community as part of their probation requirements. Participants are given the opportunity to fulfill their obligation to the courts by completing community service and provide victims repayment of monetary loss.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service	10				
Qualifying Supplemental Service	5	None			Received the maximum points in this category
Quality of Service Delivery	17		Requires updated consultants monitoring		
Amount of Service: Duration and Contact Hours	12	Improve % of juvenile receiving optimal duration	1. Schedule participants for 9 weeks in all possible cases adhering to frequency requirements in JCPC policy. 2. Communicate change and rationale to referral sources, clients, and families	1. Project Challenge Program Coordinator 2. Project Challenge Program Coordinator	1-Continue monitoring that length of stay extends the 9 weeks and frequency requirements are met. 2-Continue open communication with all involved.
Risk Level of Youth	13	None			Program has no ability to change these scores
Total SPEP Score	57				
POP	71%				

This Plan is approved by:

1/13/25
Program Manager Signature **Date**

5/17/25
JCPC Chair Signature **Date**

Program Enhancement Plan (PEP)

Program/Component: Youth Resource Center (Western Youth Network)

Brief Description: Western Youth Network's Youth Resource Center (YRC) is a Social Skills Training program for adjudicated and/or at risk middle school youth in Watauga. The program opperates for 2:30-6pm, Mon-Fri throughout the school year. YRC staff facilatiates skill building, interaction with pro-social peers, and resilliency skills.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service	20				
Quality of Service Delivery	20				
Amount of Service: Duration and Contact Hours	18	We would like to increace duration	We will encourage students to attend afterschool by expressing the benefit of attendance to parents and students, creating a safe and welcoming environment at afterschool, building strong relationships with the students, and by building quality programming that is meant to engage students.	Kiersten Kleene	
Risk Level of Youth	7				
Total SPEP Score	65				
POP	76%				

This Plan is approved by: Heather Cagle 2/5/25 Tim Eon 2/27/25

Program Manager Signature **Date** **JCPC Chair Signature** **Date**

Program Enhancement Plan (PEP)

Program/Component: Youth Resource Center- Summer (Western Youth Network)

Brief Description: Western Youth Network's Youth Resource Center-Summer (YRC) provides a 6 week experiential summer day camp for rising 5th-9th graders in watauga county. Participants may take part in hiking, kayaking, biking and other challenging tasks that help improve their self-esteem and confidence and asskist them with interpersonal skills. At risk and court involved youth have oppurtunities to interact with pro-social peers as well as our staff for 10 hours per day, 4 days per week for 6 weeks.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service	15				
Quality of Service Delivery	20				
Amount of Service: Duration and Contact Hours	20	We would like to contine to encourage strong duration and contact hours	We will encourage students to attend summer camp by expressing the benefit of attendance to parents and students and the limited length of summer camp, creating a safe and welcoming environment at summer camp, building strong relationships with the students, and by building quality programming that is meant to engage student.	Kiersten Kleene	
Risk Level of Youth	7				
Total SPEP Score	62				
POP	73%				

This Plan is approved by: Heather Cave 2/5/25 — 2/27/25

Program Manager Signature **Date** **JCPC Chair Signature** **Date**

Program Enhancement Plan (PEP)

Program/Component: Sentencing Circles

Brief Description: The program provides a process for a youth to accept repsponsiblity for their crime/behavior in a safe and constructivve enviornment, participate in discussions and the resolutions of their own negative behaviors, be held accountable for their actions by working with members of the community and peers, and participate in activities that can address the harms done to affected parties as well as the community. The Circle can be used as a diversion process within the criminal justice system.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service					
Quality of Service Delivery	NA	To enhance collaboration, data organization, and security by transferring individual Google Drive accounts to a unified Google Workspace for the organization.	1. Program Staff will oversee data transfer and implementation 2. Program Staff will utilize the updated system to increase continuity 3. Program Manager will review to ensure successful completion	Program Manager, Program Staff	
Amount of Service: Duration and Contact Hours					
Risk Level of Youth					
Total SPEP Score					
POP					

This Plan is approved by: Marissa D Cornell 1/8/25 Date — Program Manager Signature; Date — JCPC Chair Signature 5/22/25 Date

Program Enhancement Plan (PEP)

Program/Component: Juvenile Mediation

Brief Description: The program provides mediation and other restorative processes for juveniles who are involved in conflicts with parents, peers or school personnel, and/or have engaged in personal property crimes. Mediation provides an opportunity for youth to resolve disputes, arrange reparation to victims and repair relationships. Mediation helps hold youth accountable for their actions while providing an opportunity to learn conflict resolution, communication, self-awareness, and empathy skills.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service					
Qualifying Supplemental Service					
Quality of Service Delivery	NA	To enhance collaboration, data organization, and security by transferring individual Google Drive accounts to a unified Google Workspace for the organization.	1. Program Staff will oversee data transfer and workspace implementation 2. Program Staff will utilize the updated system to increase continuity 3. Program Manager will review to ensure successful completion	Program Manager, Program Staff	
Amount of Service: Duration and Contact Hours					
Risk Level of Youth					
Total SPEP Score					
POP					

This Plan is approved by:

Marissa Connell — Program Manager Signature — 1/8/25 — Date

JCPC Chair Signature — 5/22/25 — Date

Program Enhancement Plan (PEP)

Program/Component: Teen Leadership Development and After-School Program

Brief Description: Skill building program that engages both high risk and mainstream Teenagers at Watauga High. Students can be accepted into this and complete this program on a rolling basis throughout the school year. Students will build experiential and social skills through a variety of program offerings including challenge, service, and cultural outings as well as after school programmiong and academic support. This program will be offered throughout the school year and is led by caring adult mentors.

Category	SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Progress Report: Describe progress made, include date, what has been completed, in process or no progress
Primary Service	15				
Qualifying Supplemental Service	0				NA
Quality of Service Delivery	13	20	To increase our score in this area we need to improve program evaluation measures, improve staff evaluation & documentation, and enhance the documentation of staff trainings.	Watauga Program Director, Associate Director, and Executive Director	We are creating improved documentation and records of staff training. We are creating and implementing written program evaluation and assessment plans that we will continue next year. We have estabished a written evaluation for each staff for each program year.
Amount of Service: Duration and Contact Hours	14				
Risk Level of Youth	2				
Total SPEP Score	44				
POP	52%				

This Plan is approved by:

Program Manager Signature	Date	JCPC Chair Signature	Date
[signature]	5/20/2025	[signature]	5/22/25

North Carolina Department of Public Safety
Juvenile Justice and Delinquency Prevention

JCPC Program - Program Agreement

SECTION I A: SPONSORING AGENCY AND PROGRAM INFORMATION			
FUNDING PERIOD:	FY 25-26	**DPS/JCPC FUNDING # (cont only)**	295-XXXX
COUNTY:	Watauga	**AREA:**	Western Area
Multi-County:	No	**Multi-Components:**	No
NAME OF PROGRAM:	JCPC Administration		

SPONSORING AGENCY:	Watauga County			
SPONSORING AGENCY PHYSICAL ADDRESS:	*			
	*	NC	00000	
SPONSORING AGENCY MAILING ADDRESS:	*			
	*	NC	00000	
TYPE:	Public		**FEDERAL ID #**	566001816 01

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
45707	JCPC Certification	JCPC Certification	$ 500
		Total cost of components:	$ 500

Program Manager Name & Address *(same person on signature page)*

Name:	Austin Combs		**Title:**	Therapist	
Mailing Address:	240 NC 105 Extension, #100		**City:**	Boone	**Zip:** 28607
Phone:	(919) 889-2440	**Fax:**		**E-mail:**	austincombs@hcchmail.org

Contact Person *(if different from program manager)*

Name:	Becky Ballew		**Title:**		
Mailing Address:	814 West King Street		**City:**	Boone	**Zip:** 28607
Phone:	(828) 265-8008	**Fax:** (828) 265-8006		**E-mail:**	becky.ballew@watgov.org

Program Fiscal Officer *(cannot be program manager)*

Name:	Becky Ballew		**Title:**	Finance	
Mailing Address:	814 West King Street		**City:**	Boone	**Zip:** 28607
Phone:	(828) 265-8008	**Fax:** (828) 265-8006		**E-mail:**	becky.ballew@watgov.org

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2024-2025

Membership

A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?	Yes
B. Are members appointed for two-year terms and are those terms staggered?	Yes
C. Is membership reflective of social-economic and racial diversity of the community?	Yes
D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846?	No

If not, which positions are vacant and why?

DSS Director, Juvenile Defense Attorney, Chief District Judge, Member of Business Community, Local Health Director, Rep. Other Non-Profit , and three County Commissioner Appointee positions. Open positions are being recruited.

Organization

A. Does the JCPC have written Bylaws?	Yes
B. Bylaws are	On file
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure.	Yes
D. Does the JCPC have written policies and procedures for funding and review?	Yes
E. These policies and procedures	On file
F. Does the JCPC have officers and are they elected annually?	Yes

Meetings

A. JCPC meetings are considered open and public notice of meetings is provided.	Yes
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings?	Yes
C. Does the JCPC meet six (6) times a year at a minimum?	Yes
D. Are minutes taken at all official meetings?	Yes
E. Are minutes distributed prior to or during subsequent meetings?	Yes

Planning

A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process?	Yes
B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS?	Yes
C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?	Yes

Public Awareness

A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? ☑ RFP, Distribution List, and Advertisement attached	Yes
B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members?	Yes

No Overdue Tax Debt

A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level?	Yes

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Briefly outline the plan for correcting any areas of standards non-compliance.

The JCPC is working to fill vacant positions.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Watauga County - FY 25-26

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Candis Walker	School Counselor	☑	White	Female
2) Chief of Police or designee	Kat Eller	Community Resource Officer	☑	White	Female
3) Local Sheriff or designee	Kelly Redmon	Major Watauga County Sheriff's Department	☑	White	Male
4) District Attorney or designee	Sherry Perry	DA's Office	☑	White	Female
5) Chief Court Counselor or designee	John Troy Autry	Chief Court Counselor		White	Male
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Christelle Marsh	VAYA Health	☑	White	Female
7) Director DSS or designee	VACANT				
8) County Manager or designee	Becky Ballew	Finance Office	☑	White	Female
9) Substance Abuse Professional	Lauren Testerman	Substance Use Counselor		White	Female
10) Member of Faith Community	Chris Hughes	Evangelist		White	Male
11) County Commissioner	Ronnie Marsh	Commissioner		White	Male
12) A Person Under the Age of 21	Ava Larned	WHS Student		White	Female
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles	Zeke Walker	WHS Student		White	Male
14) Juvenile Defense Attorney	VACANT				
15) Chief District Judge or designee	VACANT				
16) Member of Business Community	VACANT				
17) Local Health Director or designee	VACANT				
18) Rep. United Way/other non-profit	VACANT				
19) Representative/Parks and Rec	Keron Poteat	Parks & Recreation Manager		White	Female
20) County Commissioner appointee	Austin Combs	High Country Community Health		White	Female
21) County Commissioner appointee	Joan Hearn	Guardian Ad Litem		White	Female
22) County Commissioner appointee	Mechelle Miller	Court Counselor Supervisor		White	Female
23) County Commissioner appointee	Stephen Poulos	Retired Parks & Recreation Director		White	Male
24) County Commissioner appointee	VACANT				
25) County Commissioner appointee	VACANT				
26) County Commissioner appointee	VACANT				

SECTION V: TERMS OF AGREEMENT

This Agreement is entered into by and between Department of Public Safety *(hereinafter referred to as DPS),* and **Watauga** County *(hereinafter referred to as the County), the County's Juvenile Crime Prevention Council (hereinafter referred to as the JCPC) and* **Watauga County** *(hereinafter referred to as the Sponsoring Agency).*

DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

Terms of Agreement

This Agreement shall become effective **Jul 1, 2025** and shall terminate **Jun 30, 2026**.

Payment to Sponsoring Agency

All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed $500 for the term of this agreement, unless amended by an approved Program Agreement Revision.

Availability of Funds:

All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.

Responsibilities of the Parties

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly;

2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy;

3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume;

4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors;

5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC;

6. Monitor the Sponsoring Agency's funded program(s) in accordance with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards, *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring;*

7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by

the established due dates; and

8. Ensure the Sponsoring Agency is either a public agency or 501(c)(3) private non-profit organization and when applicable, appropriately licensed.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;

2. Comply with all Federal and State laws relating to equal employment opportunity;

3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;

4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;

5. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;

7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy for the specific funded program type;

8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;

9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;

10. Have the capacity to use the DPS electronic internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;

11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;

12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;

13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in

DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and with the due dates established by DPS;

14. Make personnel reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;

15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;

16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;

17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;

18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;

19. Comply with DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, *Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C;

20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and

21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 of the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services, the Sponsoring Agency must:

22. Upload a signed Contract for Professional Services *(Form JCPC/PO 001 Contract for Professional Services Template)* into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;

23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;

24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy; and

25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards

set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

1. Ensure the Sponsoring Agency uses funds only for the purposes approved in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision (applicable only to DPS JCPC approved programs);

2. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, the North Carolina Administrative Code procedures (14B NCAC 11B, and N.C.G.S. §§ 143B-845 to -851);

3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;

4. Submit any other information requested by the County or DPS; and

5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy, Policy 3. Operations: Program Oversight and Monitoring* (applicable only to DPS JCPC approved programs).
Reference: 14B NCAC 11B.0202 and DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 1, 3, 7, 8, 9, 10 and 11).

NOTE: Monitoring by the JCPC ONLY applies to JCPC funded programs and not other projects funded through the DPS Juvenile Community Programs Section.

The County shall:

1. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;

2. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;

3. Comply with the DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy and North Carolina Administrative Code procedures (14B NCAC 11B);

4. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS;
Reference: DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policy 11).

5. Review and locally approve Third Quarter Accounting and Final Accounting forms for the JCPC and funded programs according to the procedures and due dates established by DPS; and
Reference: 14B NCAC 11B.0108; DPS JCPC and Community Programs Section-Funded Programs Minimum Standards Policy (policies 8 and 9).

6. Ensure that programs are public agencies or private 501(c)(3) non-profit organizations and appropriately licensed, when applicable (applicable only to the JCPC funding process).

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC* and Community Programs Section-Funded Programs Minimum Standards Policy,

Policy 1. Operations: JCPC Operations. Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds disbursed by DPS to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of the fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements
Local Governments or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities
An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records
The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions.

Record Retention
Records shall not be destroyed, purged, or disposed of without the express written consent of DPS. State of North Carolina basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt - Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Application.

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement, *No Overdue Tax Debts,* completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level.

Submitting a Program Application: If the Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, at the time a Program Application is submitted, the Sponsoring Agency must notify the DPS Area Office assigned to that county, in writing, immediately.

After Approved Funding: At any time during a fiscal year, if the funded Sponsoring Agency receives notification of any tax liability, including fines and/or penalties at the State or Federal level, the agency must notify, in writing, the County, JCPC, their Board of Directors and the DPS Area Office assigned to that county within five (5) business days of being notified.

Conflict of Interest - Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Application.
Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed, before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement *(Form DPS 13 001)* and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) - Not for profit organizations ONLY must comply with this section. This document must be uploaded in NCALLIES when submitting a Program Application.
Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program application in NCALLIES.

Revoked or Suspended Status: If the funded Sponsoring Agency receives notification that its N.C. non-profit (State) and/or 501(c)(3) (Federal IRS) status is revoked or suspended, the agency must notify, in writing, the County, JCPC, their Board of Directors and DPS Area Office assigned to that county within five (5) business days of receiving notification of the revocation or suspension.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or

unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become the property of the Sponsoring Agency and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other parties. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement, or the most recently approved Program Agreement Revision, prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement, or the most recently approved Program Agreement Revision, by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Entire Agreement: This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 25-26

Item #	Justification	Expense	In Kind Expense
220	Food for Meetings	$200	
260	Paper and Other Office Supplies	$150	
370	Advertising for RFP	$150	
TOTAL		$500	$0

Job Title	Annual Expense Wages	Annual In Kind Wages
TOTAL		

SECTION VII: BUDGET NARRATIVE LINE ITEM SUMMARY			
Program:	JCPC Administration		
Fiscal Year:	FY 25-26	**Number of Months:**	12

	Cash	In Kind	Total
I. Personnel Services			**$0**
120 Salaries & Wages			$0
180 Fringe Benefits			$0
190 Professional Services*			$0
*Contracts MUST be attached			
II. Supplies & Materials	**$350**		**$350**
210 Household & Cleaning			$0
220 Food & Provisions	$200		$200
230 Education & Medical			$0
240 Construction & Repair			$0
250 Vehicle Supplies & Materials			$0
260 Office Supplies and Materials	$150		$150
280 Heating & Utility Supplies			$0
290 Other Supplies and Materials			$0
III. Current Obligations & Services	**$150**		**$150**
310 Travel & Transportation			$0
320 Communications			$0
330 Utilities			$0
340 Printing & Binding			$0
350 Repairs & Maintenance			$0
370 Advertising	$150		$150
380 Data Processing			$0
390 Other Services			$0
IV. Fixed Charges & Other Expenses			**$0**
410 Rental or Real Property			$0
430 Equipment Rental			$0
440 Service and Maint. Contracts			$0
450 Insurance & Bonding			$0
490 Other Fixed Charges			$0
V. Capital Outlay			**$0**
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			$0
530 Educational Equipment			$0
540 Motor Vehicle			$0
550 Other Equipment			$0
580 Buildings, Structure & Improv.			$0
Total	**$500**	**$0**	**$500**

SECTION VIII: SOURCES OF PROGRAM REVENUE (ALL SOURCES)		
FY 25-26	Watauga County	Funding ID: 295-XXXX
Sponsoring Agency:	Watauga County	
Program:	JCPC Administration	

$500	DPS/JCPC Funds	* This is the amount of your request on your application	
0%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?	
	County Cash		(Specify Source)
	Local Cash		(Specify Source)
	Local Cash		(Specify Source)
	Local In-Kind		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
	Other		(Specify Source)
$500	TOTAL	$0	$0
		Required Local Match	Match Provided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

Chair, County Board of Commissioners or County Finance Director **Date**

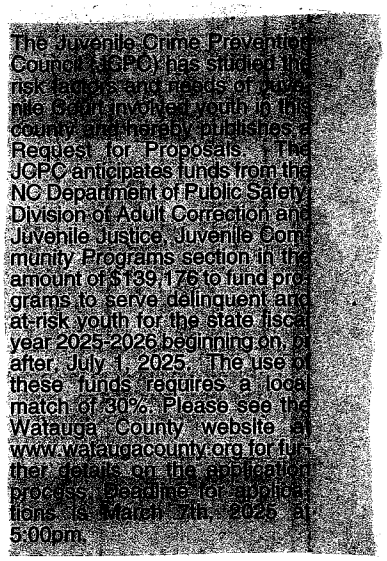
Chair, Juvenile Crime Prevention Council 5/22/25 **Date**

Austin Combs 5/1/25

Program Manager **Date**

Form structure last revised 12/31/2012
Department of Public Safety

STATE OF NORTH CAROLINA
WATAUGA COUNTY


The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of juvenile delinquent involved youth in this county and hereby publishes a Request for Proposals. The JCPC anticipates funds from the NC Department of Public Safety, Division of Adult Correction and Juvenile Justice, Juvenile Community Programs section in the amount of $139,176 to fund programs to serve delinquent and at-risk youth for the state fiscal year 2025-2026 beginning on, or after, July 1, 2025. The use of these funds requires a local match of 30%. Please see the Watauga County website at www.wataugacounty.org for further details on the application process. Deadline for applications is March 7th, 2026 at 5:00pm.

WATAUGA CO FINANCE
814 W King St Ste 216
Boone, NC 28607-3457

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared Brenda Minton who being first duly sworn, deposes and says: that he (she) is an employee of ADAMS PUBLISHING GROUP, LLC, engaged in the publication of a newspaper known as **Watauga Democrat**, published in the city of **BOONE** in said County and State, that he (she) is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in **Watauga Democrat,** a newspaper meeting all of the requirements and qualifications of Section I-597 of the General Statues of North Carolina on the following dates:

Fiscal Year 2025-2026
02/12/25

Watauga Democrat

P.O. BOX 1815, BOONE, NC 28607
828-264-6397

This 12th day of February, 2025

Brenda Minton
Signature of person making affidavit

JACESON M. COOK NOTARY PUBLIC WATAUGA COUNTY, NC

Sworn to and subscribed before me on this 12th day of February, 2025

Jaceson M. Cook
Notary Public

My Commission expires: October 28, 2028

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PUBLIC NOTICES

them to the undersigned on or before April 29, 2025, or this notice will be placed in bar of their recovery. All persons, firms and corporations indebted to said Estate will please make immediate payment.

This the 22 day of January, 2025.

Heather B. Peters
644 Roy Goodman Road
Crumpler, NC 28617

State Of North Carolina
County Of Watauga
In The General Court
Of Justice
Superior Court Division
Before The Clerk
FILE NO: 25 E 39
NOTICE TO CREDITORS

Having qualified as Executrix of the Estate of **CAROL BAUMGARTNER MCCUBBINS**, deceased of 218 Mayview Rock Drive, Blowing Rock, NC 28605, Watauga County, this is to notify all persons having claims against the Estate of said **CAROL BAUMGARTNER MCCUBBINS** to present them to the undersigned on or before April 29, 2025, or this notice will be placed in bar of their recovery. All persons, firms and corporations indebted to said Estate will please make immediate payment.

This the 27 day of January, 2025.

Carol Michele McCubbins

PUBLIC NOTICES

sons having claims against the Estate of said **RICHARD J. FALLIS, III** to present them to the undersigned on or before May 6, 2025, or this notice will be placed in bar of their recovery. All persons, firms and corporations indebted to said Estate will please make immediate payment.

This the 31 day of January, 2025.

Ethan Lee Fallis
1179 Proffit Road
Boone, NC28607

State Of North Carolina
Watauga County
In The General Court
Of Justice
Superior Court Division
Before The Clerk
Estate File 25 E 13
EXECUTOR'S NOTICE

Having qualified as EXECUTOR of the estate of **JEANNE MARIE MUSEWICZ**, deceased, of Watauga County, North Carolina, this is to notify all persons having claims against the estate of said **JEANNE MARIE MUSEWICZ** to present them to the undersigned on or before April 22, 2025 or this notice will be placed in bar of their recovery. All persons, firms, and corporations indebted to said estate will please make immediate payment.

This the 13th day of Janu-

PUBLIC NOTICES

of **MARIA ELIZABET CAI NAS**, deceased, of Wat County, North Carolina, this notify all persons having cl against the estate of **MARIA ELIZABET CAI NAS** to present them to th dersigned on or before Ma 2025 or this notice will be pl in bar of their recovery. All sons, firms, and corporatior debted to said estate will pl make immediate payment.

This the 5th day of Fe ary, 2025.

Alicia Arencibia
59 Old Post Road
Freehold Township, NJ 07
Attorney Robert B. Angle, Bar ID 13397

State Of North Carolina
Watauga County
In The General Court
Of Justice
Superior Court Division
Before The Clerk
ESTATE FILE 25 E 53
NOTICE TO CREDITOR

Having qualified as Executr the Estate of **JOAN DEN CIO**, deceased of 723 Rep Drive, Boone, NC 28 Watauga County, this is to all persons having cl against the Estate of said J **DENUNCIO** to present the the undersigned on or be May 13, 2025, or this notic be placed in bar of their re ery. All persons, firms and

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Watauga Democrat

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Samantha Wilson, CPA
Executrix
P.O. Box 1160
Boone, NC 28607

Stacy C. Eggers, IV
Attorney at Law
EGGERS, EGGERS, EGGERS & EGGERS, PLLC
P.O. Box 248
815 West King Street
Boone, NC 28607
(828) 264-3601

State of North Carolina
Watauga County
In The General Court
Of Justice
Superior Court Division
Before The Clerk
25 E 22
EXECUTOR'S NOTICE

Having qualified as the Executor of the Estate of **MICHAEL CRAIG PRESNELL**, deceased, of Sugar Grove, NC, this is to notify all persons having claims against the Estate of **MICHAEL CRAIG PRESNELL** to present them to the undersigned on or before May 14, 2025 or this notice will be placed in bar of their recovery. All persons, firms, and corporations indebted to said Estate will please make immediate payment.

This the 12th day of February 2025.

Andrea N. Capua, Esq.,
Executrix
Capua Law Firm, PA
118 North Depot Street
Boone, NC 28607

State Of North Carolina
Watauga County
In The General Court
Of Justice
Superior Court Division
Before The Clerk
Estate File: 24 E 439
ADMINISTRATOR'S NOTICE

Having qualified as ADMINISTRATOR of the ancillary estate

The Juvenile Crime Preven Council (JCPC) has studiec risk factors and needs of J nile Court involved youth in county and hereby publish Request for Proposals. JCPC anticipates funds from NC Department of Public Sa Division of Adult Correction Juvenile Justice, Juvenile C munity Programs section in amount of $139,176 to fund grams to serve delinquent at-risk youth for the state fi year 2025-2026 beginning o after, July 1, 2025. The us these funds requires a l match of 30%. Please see Watauga County website www.wataugacounty.org for ther details on the applica process. Deadline for appl tions is March 7th, 2025 5:00pm.

Town of Boone
Town Council and Planning Commission
Special Public Hearing and Meeting Notice

Date & Time: Monday, Feb ary 24, 2025, at 6:00 p.m.
Location: Town Council Cha bers, 1500 Blowing Rock Ro Boone & via WebEx
WebEx Participation: En planning@townofboone.net call 828-268-6960 for a Web invitation. Requests must submitted by 5:00 pm on the of the meeting.

- Public Hearing on Case A 0108: A text amendment amend UDO Article 15 Limi Use requirements to allow em gency temporary housing ur to be placed in existing mar factured home parks. Full tex the proposed amendment m be obtained from the To Clerk. Substantial and insu stantial changes may be ma to the amendment following t public hearing.
- Planning Commission Me ing

Becky Ballew

From: Becky Ballew
Sent: Monday, January 13, 2025 2:17 PM
To: Anna Profio; Austin Combs; Becky Ballew; Brooke Whitman; 'Candis Walker'; 'Chris Hughes'; Christelle Marsh; 'Heather Canipe'; 'Jennifer Warren'; Joan Hearn; 'John Troy Autry'; Kade Maiden; 'Kat Eller'; Kelly Redmon; Keron Poteat; Kiersten Kleene; Lauren Testerman; Leah Mosner; Marisa Cornell; Marisa Sedlak; 'Mechelle Miller'; Melissa Johnson; Natalie Fitch; Project Challenge Supervisor; Raelin Nolan; Ronnie Marsh; 'Sherry Perry (sherry.a.perry@nccourts.org)'; Sianna Gutschick; Stephen Poulos; 'Susie Riehm'
Subject: FW: JCPC RFP Notice
Attachments: PSA for RFP process FY 25-26.doc; 25-26 RFP Watauga.docx; Watauga JCPC Risk and Needs Assessment Summary.docx

Hello everyone,

The JCPC 25-26 RFP announcement is on the county website now. The classified ad is scheduled to be in the newspaper on February 5th. The deadline to apply is Friday, March 7th at 5:00pm.

Please share the attached information with anyone you think might have an interest.

Thank you!

Becky Ballew
Watauga County Finance Department
814 West King Street, Suite 216
Boone, NC 28607
ph: (828) 265-8008
fax: (828) 265-8006
becky.ballew@watgov.org

From: Becky Ballew
Sent: Monday, January 13, 2025 10:48 AM
To: Anita.Fogle <Anita.Fogle@watgov.org>
Subject: JCPC RFP Notice for County Website

Hi Anita,

Blank Page

AGENDA ITEM 8:

WATAUGA COOPERATIVE EXTENSION GREENHOUSE BUILDING PROJECT BID AWARD

MANAGER'S COMMENTS:

Ms. Paige Patterson, Cooperative Extension Agent, will request that the contract for the Greenhouse Building Project in the West Annex/impound lot be awarded to Designed Habitat Inc. This project is being completely funded by the Tobacco Trust Fund Grant awarded in October 2024 and matching funds from Extension's Master Gardener fruit-plant sales over the past few years. A request for design-build proposals was posted to the County website in March. Three inquiries and two formal proposals were submitted to the County/Cooperative Extension. Designed Habitat Inc is deemed to be the most qualified for the project, as they have experience assembling the Atlas Greenhouse that was purchased and have completed similar projects. Their proposal & bid estimate is attached, which includes foundation, assembly/construction, and electrical & water hookup for the greenhouse.

Board action is required to accept the bid from Designed Habitat Inc. in the amount of $40,000.00 for construction of the Watauga Extension Greenhouse Building Project.

WATAUGA COUNTY

814 W. King Street, Boone, NC 28607 - Phone (828) 265-8000

NOTICE

Watauga County Government
Boone, NC

Building Contractor Request for Qualifications

Watauga County is requesting that interested Building Contractor firms submit qualifications for the construction of a 12 x 18 ft Atlas Scholar Greenhouse kit installed on a concrete pad. This project is located adjacent to the Watauga County Cooperative Extension Service building, owned by the Watauga County Government, located within the Town of Boone (TOB) NC. The goal of the project is to have an educational greenhouse space for use by the Watauga Extension Service.

Project Site: located adjacent to 971 W. King St. Boone. The parcel number is 2900-69-5774-000 located at longitude -81.689717, latitude: 36.220227

Project Objectives:

- **General Note** – Watauga County has selected to purchase the Atlas Greenhouse Scholar Series Greenhouse kit structure, the materials are on site and labeled. Sealed engineering plans have been purchased from Atlas Greenhouse, to be provided to the selected building contractor. Plan contains: General notes and design basis, foundation plan, floor plan and equipment layout, end wall elevations and sidewall elevations. (See Attached) In addition Building Contractor shall follow all specifications to meet soil control and sedimentation plan as described in the document labeled Project No. B23053 (attached) The fence pictured in the Engineer site plan WILL NOT be constructed, it was to satisfy the Appearance Standard to which Government entities are no longer held accountable. The outside faucet in this plan will also not be installed.

- **Permits-** Watauga County has acquired the necessary documentation including, Elevation Certificate, Storm Drainage Report, Erosion Control and Sedimentation plan, and has a acquired a Commercial Zoning Permit (attached) A meeting on site has taken place with the Town of Boone Building Inspector and Town of Boone Environmental Planner and representative engineer.
- **Building permit #A25-0192** has been acquired from the Town of Boone . The chosen contractor will fill out:

1) "Contractor License Check and Regulation" form. After which the contractor will be able to email or call the Town of Boone Building Inspector to request inspections at each required inspection stages as outlined below. Watauga County Extension is also willing to set up inspections with Town of Boone Building Inspector, Darrell Pulliam. Watauga Extension will pay any additional inspection fees.
2) Lien Holder requirement will be secured by contractor.
3) Separate permits do not have to be pulled for each trade. Electrical, Plumbing and gas all fall under this permit.

- **Electrical Service** has been applied for through New River Power and Light. Representatives have visited site and located where power service will enter the site. See Utility Location document
- **Water Service** has been applied for and paid. Representative from TOB Utilities has visited the site and determined location of meter to be installed pre-construction. It will be a ¾" service with a backflow preventer required inside greenhouse. See Utility location plan.

Project Scope:

- Site prep: Site is already graded flat but would need a base of gravel appropriate as an underlayment for the foundation described in the attached foundation plan. Access to the site from the existing gate is 40 ft and would require approximately 5 cu. yd. of gravel to provide a 12 ft. wide access drive for construction vehicles.
- Construction of concrete pad: including stubs for plumbing and electrical as outlined in engineering plans attached. Town of Boone building inspector would require inspection of concrete forms in place pre-pouring. Post pouring inspection is also required. The type of concrete required is outlined in the foundation plan attached.
- Assembly of greenhouse kit purchased from Atlas Greenhouse following details outlined in the attached engineered plan.
- Outside polycarbonate layer to be attached in accordance with provided engineered drawing.
- Attachment of all fixtures purchased with greenhouse including, 1 fan, 2 vents, 1 door, 1 heater and 1 controller. Locations are shown on engineered plan.
- Electrical wiring:
    1. National Electric Codes will be adhered to throughout the greenhouse
    2. Wiring is included under the existing building permit, a separate permit is not required. If subcontractor is used, they would need to fill out the "Contractor License Check and Regulation" form (attached) and submit to TOB Planning and Inspections.
    3. Engineered drawing not required per TOB building Inspector. A simple diagram of work to be performed to be presented to building TOB building inspector before work begins.
    4. Service entrance panel to be located approximately 33 feet from where New River Power and Light will install Power from existing pole. Contractor would be responsible for ditching and burying line from pole to service entrance. See location on plan.

5. Furnish all labor and materials to properly wire all greenhouse equipment into 100 amp breaker box. 100 Amp Single PHASE Breaker Box to be provided by contractor..
6. Furnish all labor and materials to install 4 - 115 volt receptacles, two on each end of greenhouse.
7. Furnish all labor and materials to install 4, 4ft vapor tight LED shop lights spaced to evenly distribute light.

- Plumbing:
  1. Plumbing is included in the existing commercial building permit, separate permit is not required. If subcontractor is used, they would need to fill out the "Contractor License Check and Regulation" form (attached) and submit to TOB Planning and Inspections
  2. Contractor should present a simple sketch to TOB building inspector before work begins.
  3. Will be installed using 1" PVC from the existing water meter to include backflow preventer inside greenhouse.
  4. 2 hose bibs and 1 laundry sink with cold water supply as indicated in supplemental drawing.
  5. It is approximately 26 ft from the meter to the location of the stubs for entry into the greenhouse preferably would enter into the back of the greenhouse See location in attachment.

- Maintain regular contact with Watauga County Cooperative Extension to update on progress to assure timelines are being met for various aspects of Tobacco Trust Fund Grant timelines.

Funding for Project:

- Funds raised through 9 years of fundraising efforts largely through selling fruit plants to the public to fund approximately $20,000 for the purchase of greenhouse materials and shipping through Atlas Greenhouse. Remaining funds to come through grant funding provided by the Tobacco Trust Fund. Amount of Construction not to Exceed $37,000

Project Schedule:

- Project would need to completed by October 1st 2025 with preference for earlier completion.
- Response to RFQ due 7 days from the posting date
- QBS selection committee evaluation of responses within 2 weeks
- Award of building contract within 2 weeks of presentation of contract.
- Notice to proceed

- Construction date to be determined and stated in the contract

Minimum Qualifications:

- Building Contractor – Properly licensed in the State of North Carolina in the appropriate classification in which to perform this work. Provide other professional services by those appropriately licensed to preform work in the State of North Carolina.

- Possess the ability to maintain sufficient insurance coverage throughout the duration of the project. Provide professional liability coverage in the amount of _ $500,000 dollars (negotiable)

- Communicate past experience with successfully installing Atlas or other similar greenhouse kit of similar size and project scope..

- Communicate plan for safety and protection of owners property.

Evaluation Criteria:

- Building Contractor Experience (30 Points):

- Project Understanding and Approach (30 Points): Responses shall demonstrate an understanding of the project goals and objectives.

- Professionals' Experience and Qualifications (30 Points): Responders shall list relevant project experience. Provide three professional references.

- Safety and Protection of Owner's Property (10 Points): Responders shall submit a plan addressing worker and public safety.

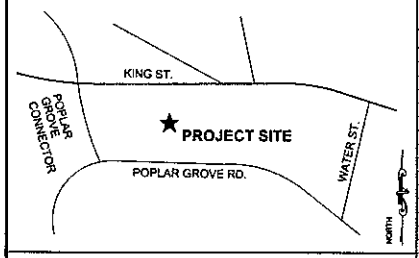
Building Contractor Selection:

The County's project evaluation committee will make a recommendation to the Watauga County Board of County Commissioners based upon the review of all RFQ submittals and points awarded after review of submittals and interviews with short-listed responders. The Board will take into consideration the committee's recommendation and award if deemed to be in the best interest of the County. The successful responder shall be prepared to submit a detailed written proposal including: scope of work, project schedule and fee proposal post award by the Board.

The County may withdraw this RFQ, reject qualifications or any portion thereof at any time prior to award.

Interested parties may send a request for additional information regarding this project by email to pspatter@ncsu.edu

Responses to this RFQ are due by 5:00 PM Thursday May 8th at the Watauga County Extension, 971 W King Street, Boone, NC 28607. RFQ can be emailed to pspatter@ncsu.edu



VICINITY MAP
NOT TO SCALE

INDEX OF DRAWINGS

DWG. NO.	DESCRIPTION	DWG. NO.
C-1	COVER SHEET	1 OF 3
C-2	SITE, GRADING, DRAINAGE, & EROSION CONTROL PLAN	2 OF 3
C-3	DETAIL SHEET	3 OF 3

OWNER:
WATAUGA COUNTY
814 W. KING STREET, SUITE 205
BOONE, NC 28607
(828) 265-8000

APPLICANT:
PAIGE PATTERSON
WATAUGA COOPERATIVE
EXTENSION SERVICE
971 WEST KING ST.
BOONE, NC 28607
(828) 264-3061

CIVIL ENGINEER:
MUNICIPAL ENGINEERING
SERVICES COMPANY, PA
820-B STATE FARM ROAD
BOONE, NC 28607
(828) 262-1767

GREENHOUSE ADDITION
WATAUGA COUNTY COOPERATIVE EXTENSION
POPLAR GROVE RD
BOONE, NORTH CAROLINA

PROJECT NO. B23053

Municipal Engineering Services Company, P.A.
Boone, N.C. Garner, N.C.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 27044

By: _____ 7-8-24
Professional Engineer

LEGEND

- EX. POWER POLE
- EX. SS MANHOLE
- EX. SS CLEANOUT
- EX. GATE VALVE
- EX. FIRE HYDRANT
- EX. LIGHT POLE
- EX. CATCH BASIN
- EX. DROP INLET
- EX. WATER METER
- EX. GUY WIRE
- EX. TEST PIT
- EX. DRAINAGE MANHOLE
- EX. GAS MARKER
- EX. WELL
- EX. TREE
- EX. BUSH
- EX. SIGN
- EX. TELEPHONE PEDESTAL
- EX. FIBER OPTIC MARKER
- PROPOSED POWER POLE
- PROPOSED SS MANHOLE
- PROPOSED SS CLEANOUT
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER METER
- PROPOSED LIGHT POLE
- PROPOSED STORMWATER DETENTION OUTLET CONTROL STRUCTURE
- PROPOSED STORMWATER DRAINAGE STRUCTURE

LINETYPES

- PROPOSED WATERMAIN
- PROPOSED CONTOURS
- EXISTING CONTOURS
- STREAM OR CREEK
- DITCH OR SWALE
- STREAM OR CREEK TOP OF BANK
- STREAM BUFFER
- TROUT BUFFER
- EXISTING WETLANDS
- PROPOSED DRAINAGE PIPE
- EXISTING STORM DRAINAGE
- PROPOSED SANITARY SEWER MAIN
- CENTERLINE
- FENCES
- EXISTING WATERLINE
- RIGHT-OF-WAY LINE
- EASEMENTS
- EXISTING WATERSHED
- EXISTING FLOOD ZONE AE LIMIT
- EXISTING SANITARY SEWER
- PERMANENT DIVERSION
- TEMPORARY BERM DITCH
- SILT FENCE
- EXISTING WOODS LINE
- EXISTING OVERHEAD POWERLINE
- UNDERGROUND GAS LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND POWERLINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND CABLE LINE

LAND USE INFORMATION

WATAUGA COUNTY PIN:	2900-59-5774-000
ZONING:	B-1 DI (DOWNTOWN INTERFACE)
PROPERTY AREA:	0.771 AC (FROM DEED)
EXISTING LAND USE:	5.16 GOVERNMENT FACILITY
PROPOSED LAND USE:	5.16 GOVERNMENT FACILITY

811 Know what's below. Call before you dig.

North Carolina One-Call Center
811 or 1-800-632-4949
www.ncocc.org

TIER SYSTEM OF COMPLIANCE

TAX VALUE OF PROPERTY = $122,400

CONSTRUCTION COST ESTIMATE:

CONCRETE SLAB	=	$1,500
GREEN HOUSE KIT	=	$18,000
ELECTRICAL SERVICE	=	$1,500
WATER SERVICE	=	$1,500
SCREEN FENCE	=	$2,500
TOTAL	=	$25,000

THE CONSTRUCTION COST ESTIMATE IS 20% OF THE PROPERTY VALUE.

PER THE TOWN OF BOONE THE PROPOSED DEVELOPMENT IS REQUIRED TO MEET THE REQUIREMENTS OF TIER 1.

TIER 1:

BICYCLE PARKING - TBD BY TOWN STAFF. APPLICANT REQUESTS THAT STAFF WAIVE BICYCLE PARKING REQUIREMENTS FOR THIS FACILITY.

LANDSCAPE - EXISTING VEGETATION ALONG POPLAR GROVE ROAD TO COUNT AS STREET YARD BUFFER. TOWN STAFF MAY REQUIRE SUPPLEMENTAL PLANTING PRIOR TO CERTIFICATE OF OCCUPANCY.

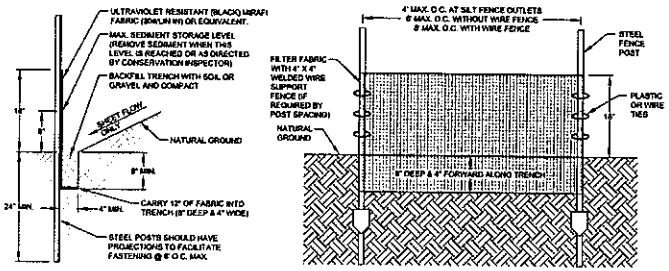
MUNICIPAL ENGINEERING, INC.
68 SHIPWASH DRIVE, GARNER, NC 27529 - PHONE 919-772-5393
820-B STATE FARM ROAD, BOONE, NC 28607 - PHONE 828-262-1767
LICENSE NUMBER: F-0812 & C-586

GREENHOUSE ADDITION
WATAUGA COUNTY COOPERATIVE EXT.
POLAR GROVE RD
BOONE, NORTH CAROLINA

COVER SHEET

SCALE:	AS
DATE:	07-08-24
DRWN. BY:	SQJ
CHKD. BY:	AJC
PROJECT NUMBER	B23053
DRAWING NO.	C-1
SHEET NO.	1 OF 3

MUNICIPAL ENGINEERING, INC.
68 SHIPYARD DRIVE, GARNER, NC 27529 - PHONE 919-772-5393
820-B STATE FARM ROAD, BOONE, NC 28607 - PHONE 828-262-1967
LICENSE NUMBER: F-0812 & C-586
GREENHOUSE ADDITION
WATAUGA COUNTY COOPERATIVE EXT.
POLAR GROVE RD
BOONE, NORTH CAROLINA
SITE, GRADING, DRAINAGE & EROSION CONTROL PLAN
SCALE: 1"=30'
DATE: 07-08-24
DRAWN BY: JLC
CHKD BY: AJC
PROJECT NUMBER
B23033
DRAWING NO. C2
SHEET NO. 2 OF 2
BASEMAP NOTES:
1. WATAUGA COUNTY PIN#: 2909-99-9471-000
2. BOUNDARY LINES FROM DEEDS
3. TOPOGRAPHIC DATA BY MUNICIPAL ENGINEERING FEBRUARY 5, 2016
4. CONTOURS PRODUCED FROM LIDAR DATA FROM NC SPATIAL DATA DOWNLOAD (WWW.NCSDD.GOV). COMBINED WITH DESIGN CONTOURS FROM MUNICIPAL ENGINEERING.
5. ELEVATIONS ARE BASED UPON NAVD 88'
6. ALL DISTANCES ARE HORIZONTAL MEASUREMENTS AND AREAS HAVE BEEN CALCULATED USING THE COORDINATE GEOMETRY METHOD.
7. CONTOUR INTERVAL = 2 FOOT
8. TOTAL PROPERTY AREA = 9.771 ACRES (CAMA TAX MAP)
9. SITE IS LOCATED IN ZONE AE FLOOD ZONE FLOOD RISK ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 3710820000J, DATED DECEMBER 3, 2009.
10. PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES. CALL 811.
SPECIAL FLOOD HAZARD AREA NOTES:
1. BFE AT NEW GREENHOUSE = 3268.4
2. FFE AT NEW GREENHOUSE = 3267.4±
3. THE GREENHOUSE IS NOT A HABITABLE STRUCTURE
4. MACHINERY AND EQUIPMENT SERVICING THE GREENHOUSE, INCLUDING VENTILATION AND HEATING, SHALL BE AT A MINIMUM ELEVATION OF 3270.4 (2' ABOVE BFE)
5. A MINIMUM OF 2 FLOOD VENTS #1 ON EACH SIDE OF THE GREENHOUSE) ARE REQUIRED WITH A TOTAL OPENING AREA OF NO LESS THAN 216 SQ IN
W King Street (US Hwy. 421/221)
Watauga County Agricultural Conference Center
Poplar Grove Road
PROPERTY LINE, TYP.
PROPOSED GREEN HOUSE
MAIN BARREL, TYP.
NEW OPAQUE WOODEN SCREEN FENCE AS RECOMMENDED BY NCDOT A MINIMUM OF 75% OF VISIBLE FACADE FROM PUBLIC RIGHT-OF-WAY (SEE DETAIL)
YARD HYDRANT
NEW 1" WATER SVC.
NEW WATER METER
SILT FENCE (SEE DETAIL)
TOTAL LIMITS OF DISTURBANCE = 1.04 AC
GRAPHIC SCALE
(IN FEET)
1 INCH = 20 FEET
7-8-24



MAINTENANCE REQUIREMENTS

1. INSPECT SILT FENCE AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT OF 1 INCH OR GREATER IN 24 HOURS. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
2. SHOULD THE FABRIC OF A SILT FENCE COLLAPSE, TEAR, DECOMPOSE OR BECOME INEFFECTIVE, REPLACE IT IMMEDIATELY.
3. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES ONE-HALF OF THE FENCE HEIGHT AND AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAINFALL AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO NOT DAMAGE OR UNDERMINE THE FENCE DURING CLEANOUT.
4. INSTALL ADDITIONAL STEEL POSTS OR WIRE BACKING AT LOCATIONS WHERE SILT FENCE IS SAGGING.

SILT FENCE

NOT TO SCALE

GROUND STABILIZATION TIMEFRAMES

Required Ground Stabilization Timeframes		
Site Area Description	Stabilize within this many calendar days after ceasing land disturbance	Timeframe variations
(a) Perimeter dikes, swales, ditches, and perimeter slopes	7	None
(b) High Quality Water (HQW) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
(d) Slopes 3:1 to 4:1	14	-7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed
(e) Areas with slopes flatter than 4:1	14	-7 days for perimeter dikes, swales, ditches perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved

APPLY TOP DRESSING 6 MONTHS AFTER INITIAL SEEDING. TOP DRESSING TO CONSIST OF THE FOLLOWING.

RE-APPLY LIME AND FERTILIZER ACCORDING TO SOIL TESTS. IF SOIL TESTS ARE NOT AVAILABLE, APPLY 4,000 LBS/ACRE GROUND AGRICULTURAL LIMESTONE AND 1,000 LBS/ACRE 5-10-10 FERTILIZER.

APPLY 1/2" COMPOST OR TOP SOIL TO ANY BARE SPOTS.

RE-APPLY SEED MIX TO ANY BARE OR THIN SPOTS PER THE PERMANENT SEEDING SCHEDULE OR PERMANENT FLOODPLAIN SEED MIX SPECIFICATIONS AS APPROPRIATE FOR THE AREA.

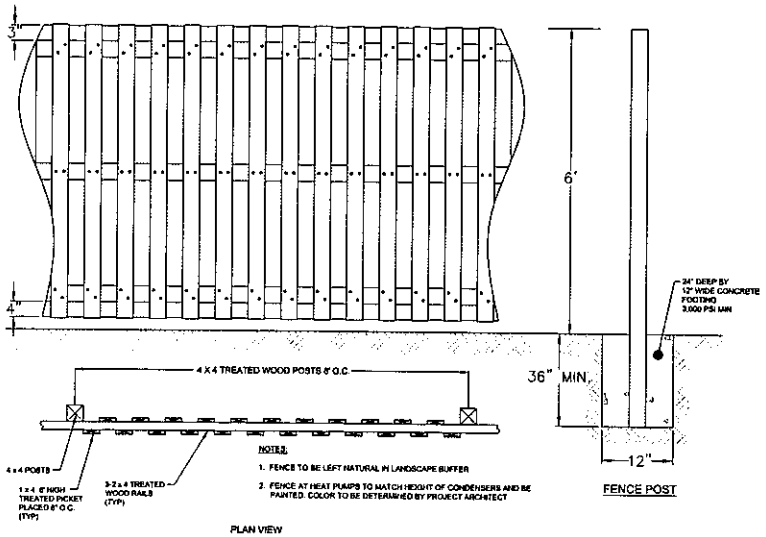
RE-MULCH BARE SPOTS THAT HAVE BEEN RE-SEEDED.

TOP DRESSING SPECIFICATIONS

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below.

Temporary Stabilization	Permanent Stabilization
• Temporary grass seed (annual rye, small grain or other mixtures) and mulch • Hydroseeding • Rolled erosion control products with or without temporary grass seed • Appropriately applied straw or other mulch • Fiberglass matting	• Permanent grass seed (perennial rye, fescue or other mixtures) and mulch • Sodding • Rolled erosion control products (with grass seed) • Hydroseeding • Shrubs or other permanent plantings covered with mulch • Uniform and evenly distributed ground cover sufficient to restrain erosion • Structural methods such as concrete, asphalt or retaining walls • Rolled erosion control products without grass seed



6' HIGH WOODEN FENCE DETAIL

NTS

NORTH CAROLINA PROFESSIONAL SEAL 27044 ENGINEER MARK JOSEPH PETRUCCI

7-8-24

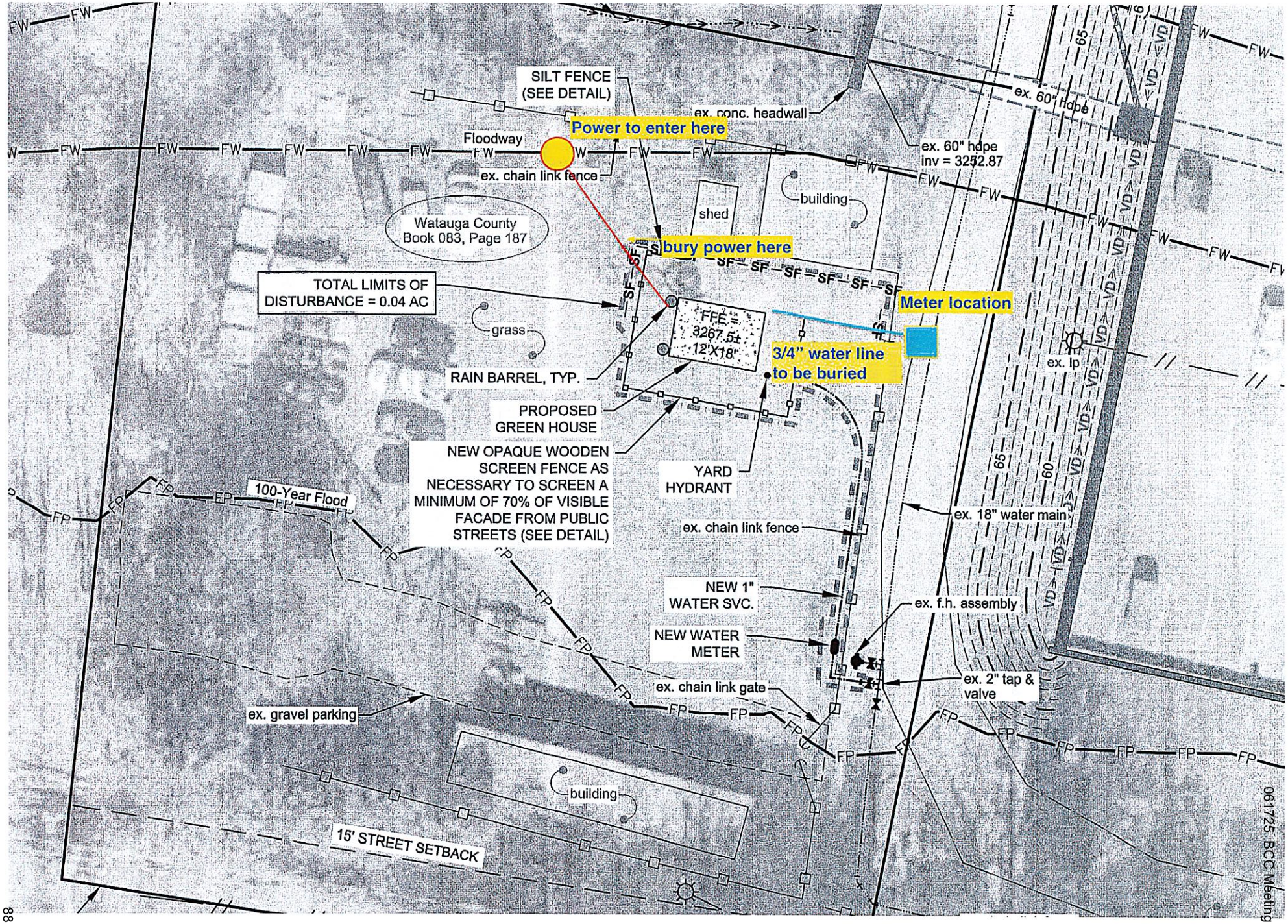
MUNICIPAL ENGINEERING, INC.
635 SHIPYARD DRIVE, GARNER, NC 27529 - PHONE: 919-772-5393
820-B STATE FARM ROAD, BOONE, NC 28607 - PHONE: 828-262-1767
LICENSE NUMBER: P-0812 & C-1586

GREENHOUSE ADDITION
WATAUGA COUNTY COOPERATIVE EXT.
POLAR GROVE RD
BOONE, NORTH CAROLINA

DETAIL SHEET

DATE	BY	DESCRIPTION

SCALE: AS SHOWN
DATE: 07-08-24
DRWN. BY: ECJ
CHKD. BY: AJC
PROJECT NUMBER: B23053
DRAWING NO.: C-3
SHEET NO.: 3 OF 3


SILT FENCE
(SEE DETAIL)
Power to enter here
ex. conc. headwall
ex. 60" hdpe
ex. 60" hdpe
inv = 3252.87
Floodway
ex. chain link fence
building
shed
Watauga County
Book 083, Page 187
Bury power here
TOTAL LIMITS OF
DISTURBANCE = 0.04 AC
Meter location
grass
FFE =
3267.5±
12'X18'
3/4" water line
to be buried
ex. lp
RAIN BARREL, TYP.
PROPOSED
GREEN HOUSE
NEW OPAQUE WOODEN
SCREEN FENCE AS
NECESSARY TO SCREEN A
MINIMUM OF 70% OF VISIBLE
FACADE FROM PUBLIC
STREETS (SEE DETAIL)
YARD
HYDRANT
100-Year Flood
ex. 18" water main
ex. chain link fence
NEW 1"
WATER SVC.
ex. f.h. assembly
NEW WATER
METER
ex. 2" tap &
valve
ex. chain link gate
ex. gravel parking
building
15' STREET SETBACK

Commercial/Multi-Family Zoning Permit Application

Town of Boone Planning & Inspections Department
680 W. King Street, Suite C • Boone, North Carolina 28607
Phone (828) 268-6960 • Fax (828) 268-6961• Email: planning@townofboone.net • www.townofboone.net

A. Required to be Submitted at Time of Application (check all that apply)

Failure to provide the info required on this application may delay the review and subsequent issuance of the requested permit.

- ☐ Digital copies of all paper submittal documents (may be emailed to planning@townofboone.net)
- ☐ 6 paper copies (max. 30" x 42") of complete site plans meeting requirements of UDO Appendix A; 2 copies of building elevations
- ☐ Financial Responsibility Ownership Form for any land-disturbing activities
- ☐ Any applicable driveway permit applications (Town of Boone or NCDOT)
- ☐ If applicable, verification that the applicant has submitted a Water and Sewer System Development Fee Application (for Town water and sewer) or written approval from the Appalachian District Health Department (for well and/or septic).
- ☐ Traffic Impact Analysis if applicable, see UDO Article 4, Subsection 4.05.03.
- ☐ Geologic hazard investigations if applicable, see UDO Article 19, Section 19.03.
- ☐ Property Owner Authorization. If you are not the property owner, you will need to provide documentation of property owner authorization to apply for this permit. You may have the property owner sign this application (Section P) or the property owner can provide a written and signed authorization that clearly states they are authorizing the applicant to submit this application.
- ☐ Permit Fee (See Planning & Inspections Fee Schedule)

  Each application is allowed two (2) reviews. The 1st review of the submitted information and a 2nd review if revisions or supplemental information is required based upon the 1st review. Each subsequent review after the 2nd review will be charged at 50% of the original fees charged for the application. These fees shall be paid at the time of resubmittal.

B. Property Information (Project Location)

Street Address: Poplar Grove Road

Watauga County Parcel Identification Number(s): 2900-69-5774-000

C. Property Owner Information

Name: Watauga County

Complete Mailing Address (Street, City, Zip): 814 West King Street Suite 205 Boone NC 28607

Phone Number: 828-265-8000

Email Address: deron.geouque@watgov.org

D. Applicant Information

Name: Paige Patterson

Company: Watauga County Cooperative Extension Service

Complete Mailing Address (Street, City, Zip): 971 West King Street Boone NC 28607

Phone Number: 828-264-3061

Email Address: pspatter@ncsu.edu

Preferred Method of Contact for Written/Response Documents (select one): ☐ Mail or ☒ Email

E. Project Type

☒New Construction, Additions (including any change of use with additions), Accessory Structure
☐Change of Use/Renovation
☐Lighting, Parking, Landscape Modifications, or Culvert Repair

F. Detailed Description of Project

Installation of a 12'x18' prefabricated greenhouse.

G. Project Cost/Total Development Value

Project Cost (inclusive of Landscaping Costs): $ 25,000

Landscape Cost: $ 0.00

Total Development Value: $ 122,400

Pursuant to UDO Section 1.24 , an applicant may use (a) the developments tax value (b) an "as is" appraisal if completed within 2 years prior to submittal or (c) a purchase price if transacted within 2 years. Proof of (b) and (c) are required.

H. Project History

Is the development subject to a site specific development plan authorized in a Special Use Permit or Conditional District Map Amendment? ☐ Yes ☒ No ☐ Unknown

If yes, please describe: _____

Are there any variances granted that impact the property? ☐ Yes ☐ No ☒ Unknown

If yes, please describe: _____

I. Use Information

Existing Land Use(s): 5.16 Government Facility

Proposed Land Use(s) (Specific Use # from UDO Section 15.07 Required): no change

J. Building/Structure Information (include information for additional buildings on a separate sheet)

Building Footprint Square Footage:	Current:	n/a	Proposed:	216
Total Building Square Footage (all floors):	Current:	n/a	Proposed:	216
Number of Stories	Current:	n/a	Proposed:	1
Building Height:	Current:	n/a	Proposed:	12' +/-
Number of Units:	Current:	n/a	Proposed:	n/a
Number of Bedrooms:	Current:	n/a	Proposed:	n/a

K. Environmental Information

Total Land Area : 0.771 ☐ Sq. Feet or ☒ Acres

Disturbed Area: 0.04 ☐ Sq. Feet or ☒ Acres

A "Financial Responsibility Ownership Form" shall be submitted for all developments which include any land disturbing activity.

Viewshed: Is development occurring within the Viewshed Protection District? ☐ Yes ☒ No ☐ Unknown

Slope: Is development occurring on slopes in excess of 30%? ☐ Yes ☒ No ☐ Unknown

Is development occurring on slopes in excess of 50%? ☐ Yes ☒ No ☐ Unknown

Watershed: Is the property located within a designated Water Supply Watershed Area? ☐ Yes ☒ No ☐ Unknown

If yes, please select: ☐ WS-II-CA ☐ WS-IV-PA ☐ WS-IV-CA

Stream/River: Is there a stream or river on or near the property? ☒ Yes ☐ No

SFHA: Is the property located within the Special Flood Hazard Area? ☒ Yes ☐ No ☐ Unknown

Impervious Area: What is the existing impervious area in the development? 6,558 ☒ sq. feet ☐ acres

What is the proposed impervious area in the development? 6774 ☒ sq. feet ☐ acres

L. Water & Wastewater Information

☒Town: ☒ Water and/or ☒ Sewer ☐Private: ☐ Well and/or ☐ Septic

M. Project Manager Information

A project manager is responsible for the activities listed in UDO Section 4.19. Commercial site improvements that involve no more than 2,500 square feet of land disturbing activity are exempt from this requirement.

Name: Paige Patterson Company: Watauga County Cooperative Extension Service

Address: 971 West King Street Boone NC 28607 License #: n/a

Phone Number: 828-264-3061 Email Address: pspatter@ncsu.edu

N. Design Professional Information

Designer is an: ☐Architect ☒Engineer ☐Owner ☐Other: _____

Name: Alan J. Crees Company: Municipal Engineering Inc.

Complete Mailing Address (Street, City, Zip): 820-B State Farm Road Boone NC 28607

Phone Number: 828-262-1767 Email Address: acrees@mesco.com

Designer is an: ☐Architect ☐Engineer ☐Owner ☐Other: _____

Name: Company:

Complete Mailing Address (Street, City, Zip):

Phone Number: Email Address:

Additional Designer Information: If additional designers are involved beyond the 2 listed, please provide additional info on a separate sheet.

O. Brownfields Agreement Notification

1. Does the applicant have or is the applicant planning to enter into a Brownfields Agreement with the NC Brownfields Program? ☐ Yes ☒ No (If yes, please answer question #2 below.)

2. Anticipated date for the first year of partial exclusion of property taxes: n/a

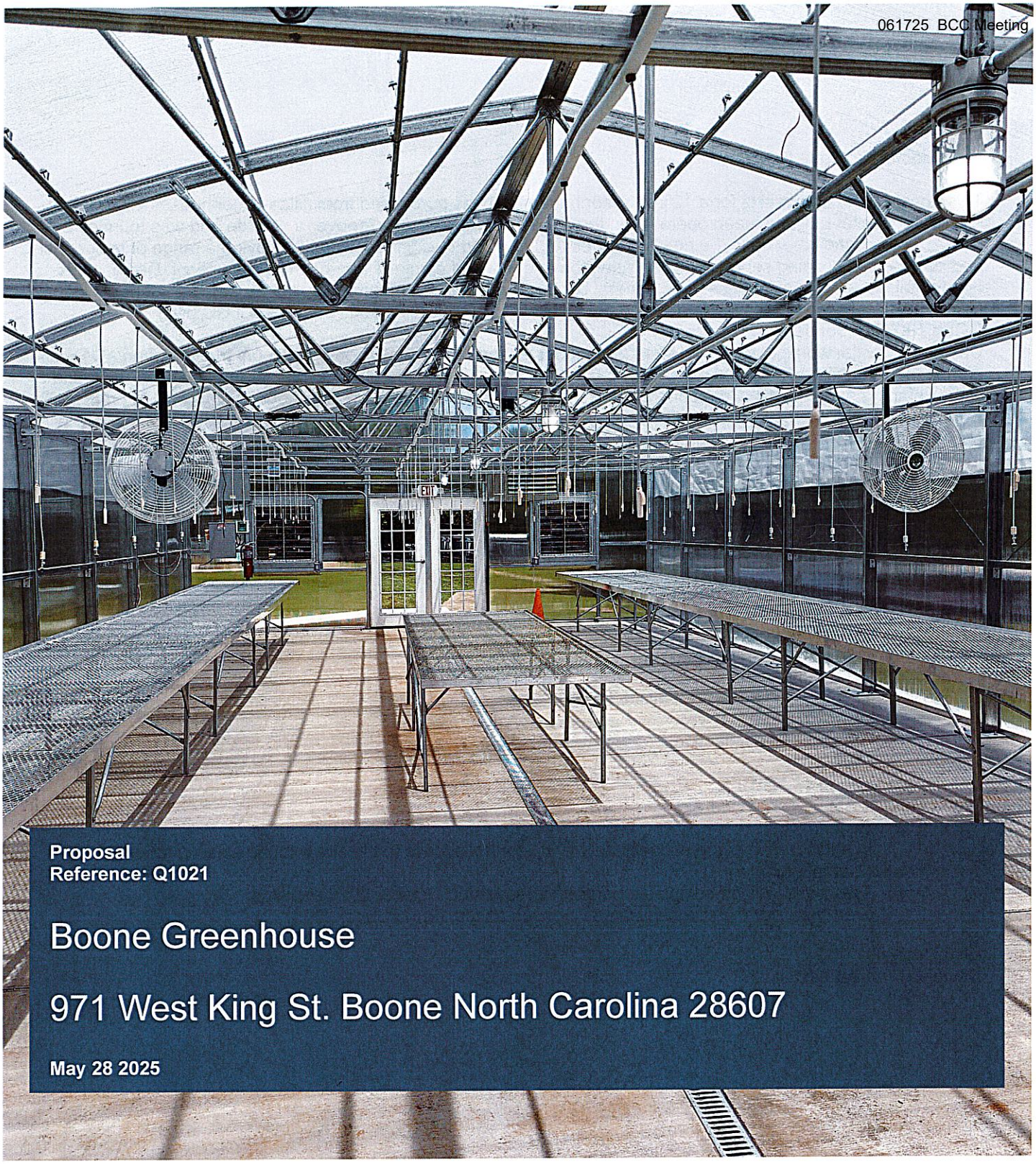
P. Applicant Signature and Property Owner Authorization

I hereby certify that I am authorized to submit this application; that all information is correct and complete; and all work will comply with all applicable State and local laws, ordinances, and regulations. I will ensure that the Planning and Inspections Department is notified of any changes in the approved plans and specifications for the project permitted herein.

Note: this form is not a permit. No work may commence until the actual permit has been issued. Working without permits may result in additional fees being assessed.

Paige Patterson	Paige Patterson	7/8/24
Applicant (Print)	**Applicant (Signature)**	**Date**
Watauga County		7-8-2024
Property Owner (Print)	**Property Owner (Signature)**	**Date**

Official Use Only				
Permit Name:				
Permit Number:				
Date:	Fee:	Receipt Number:	Method of Payment: ☐ Cash ☐ Check Number:_____	Paid By:



Proposal
Reference: Q1021

Boone Greenhouse

971 West King St. Boone North Carolina 28607

May 28 2025

*This is the least expensive and preferred contractor. Has visited the site and made multiple phone calls with well thought out, detail oriented questions

DESIGNED
HABITAT, LLC

Dear Boone NC State Extension,

This construction proposal is for a 12'x18' greenhouse that was purchased from Atlas Greenhouses in Georgia. Designed Habitat LLC has been operating in the state of South Carolina for over a decade and was founded by Daniel Rowan who grew up in the building trades and founded Designed Habitat to provide a range of residential and commercial building services with an attention to detail and a unique approach to each client. Daniel holds residential home building licenses and general contracting licenses in South Carolina as well as a general contracting license in North Carolina. Designed Habitat LLC is fully licensed (Commercial GC (NC) GCL#:100707), bonded, and insured.
Designed Habitat works closely with Atlas Greenhouses and has recently completed construction of an ADA compliant greenhouse in Spartanburg, South Carolina for the South Carolina School for the Deaf and Blind and will be starting another one in the coming weeks for the Dorchester County Career and Technical Center in Dorchester, South Carolina. We also recently completed a large custom home for clients in Hendersonville, North Carolina. Contact information for relevant references available on request.
In preparation for this project we have visited the site and had numerous conversations with relevant parties to be sure that we understand and tailor the project to the required specifications.

Work to be Performed

- Site Preparation
  - Silt fence
  - Trenching for utilities
  - Dumpster
  - Gravel driveway
- Form and pour concrete slab
- Construct greenhouse
- Connect water with one spigot inside the structure
- Electrical
  - Stub up and connection
  - Panel
  - Wiring as per RFQ
- Gas will not be connected
- Site Safety
  - In addition to the gravel driveway, we will control access to the site with the existing fencing.
- Project Completion
  - The project will be completed before the requested October 2025 deadline.
  - Start dates for the site prep can be as soon as the 16th of June, 2025.

Kind Regards,
Designed Habitat LLC

Quoted Items

Quoted items represents a break down of the quote for your project. If you have any questions about any item, please feel free to contact us.

Foundation

Ref	Item Code	Description
1.1		Turnkey Slab

Jobsite

Ref	Item Code	Description
2.1		Silt Fence Installation
2.2		Silt Fence Trenching
2.3		Trenching
2.4		Gravel 5 cu. yd.
2.5		Dumpster

Installation

Ref	Item Code	Description
3.1		Assembly Turnkey

General Contracting

Ref	Item Code	Description
4.1		Travel and Fuel Surcharge
4.2		Oversight

4.3		Lien Agent

Trades

Ref	Item Code	Description
5.1		Plumbing Stub In
5.2		Electrical Installation

Quote Summary

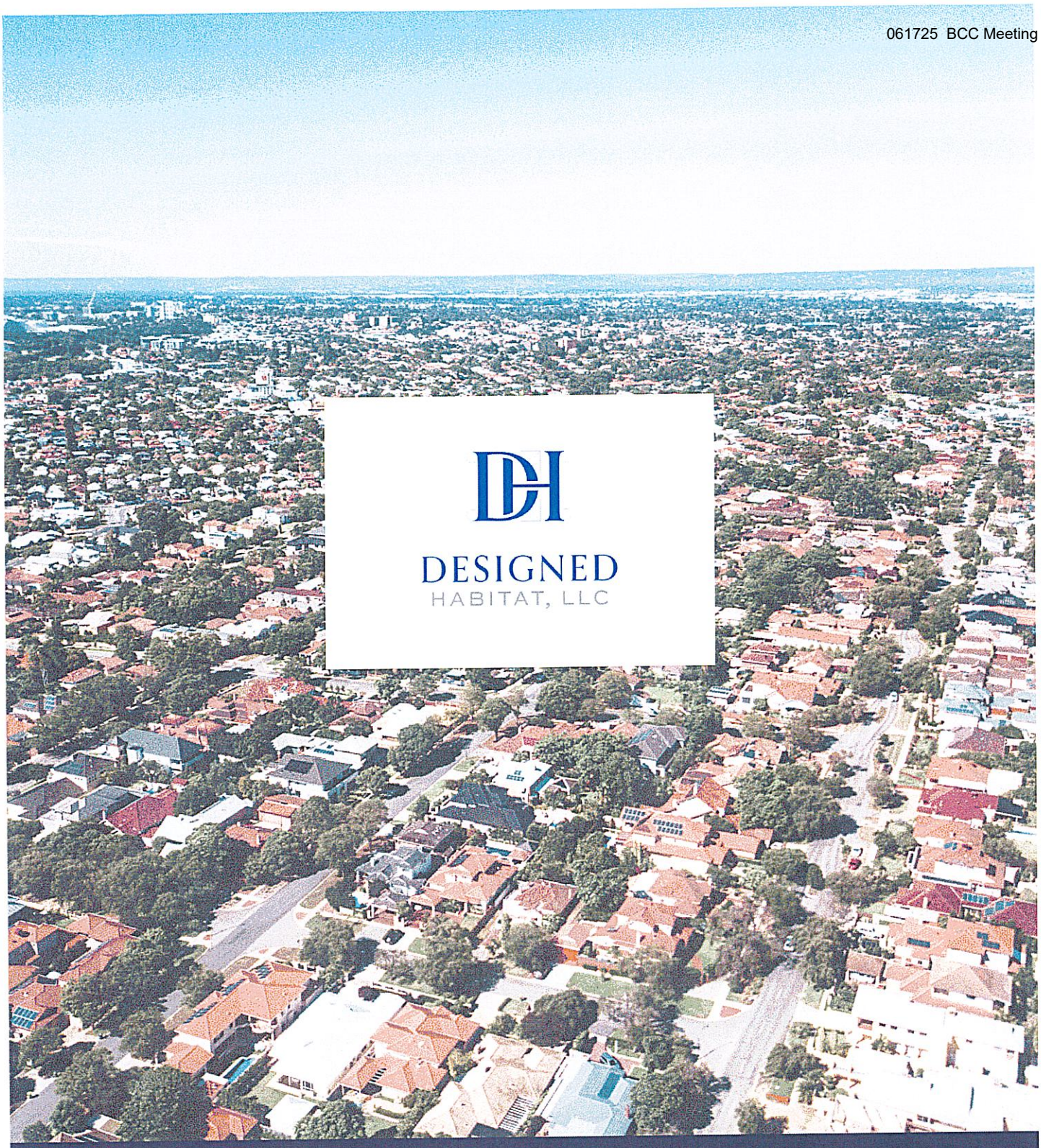
Quoted items represents a break down of the quote of your project.If you have any questions about any item, please feel free to contact us.

Sub Total:	$40,000.00
Tax:	$0.00
Incl. Tax:	**$40,000.00**

Terms & Conditions

This Quote is valid for 30 days

- Work to be performed under the licenses acquired by the client.
  - License details for plumbing, electrical, and general contracting will be provided
- Insurance at or above the requested amounts will be provided.
  - The clients name and designees will be included on the insurance certificate as appropriate.
- Payment
  - Total cost of the project is $40,000.
  - 50% pre-payment
  - 50% payment on satisfactory completion of the project



Contact Details

Designed Habitat LLC
(864) 771-2107
ryan@designedhabitat.org
United States

BUILDXACT

Powered by Buildxact

Building Contractor Request for Qualifications

1. BALCA INC. GC LICENSE..
    - Type license unclassified
    - License #101203
    -
2. Insured with Builder Mutual
    - BALCA is insured
    - GL over $5,000.00.
    - WC over $2,000.00.
    - Automotive over $1,000,00.
    - Umbrella Liab. $2,000.00.
3. **BALCA INC. has experience**. This type scope work. BALCA INC. did couple. Project greenhouse and other garden center store. Install and building turkey. Below will be some location and contact info in our pas satisfied client.
    - Lowes green house and garden center.

      Location 3207 PA-940, Mt Pocono, PA 18344, United States. At this installation greenhouse is commercial type. System. The general contractor. Build the concrete pad and take over from there. Our installation is scope in specific scope. All the assembly's play a bit different installation special in this type installation over. 6000 sqft greenhouse. Our experience comes

from the industry of farming since back 20007 building green house for local Christmas trees growers

- Red's Home & Garden. 4145 US-421, Wilkesboro, NC 28697, United States. The Red's project was turkey install from GGS Structure. The installation from utility and electric and concrete pad to vents.. this installation was successful thanks to all our employees that work 12 hours. To Complete on time. All the paneling and water system.
- Wisconsin Greenhouse Company.

  Our scope work with. Wisco6 greenhouse company is been. Turkey from site grading and gravel installation. Footing and concrete pad. All the drainage and slope needs specific per plan to have better greenhouse installation. We are all management that. Same with irrigation system.

4. **Communicate plan for safety and protection of owners property.**

- Establish Clear Communication Channels:
- Emergency Contact Information:

Clearly display emergency contact numbers (police, fire, medical) in visible locations and online resources. Also include contact information for the property management company or relevant authorities.

- Communication Platform:

Determine the primary method of communication (e.g., email, text messages, newsletters, community bulletin boards) and ensure it is accessible to all property owners.

- Regular Meetings/Job site:

Host regular meetings to discuss safety concerns, answer questions, and foster community engagement.

2. Utilize Various Media:

- Posters and Signs:

Place informative posters and signs throughout the property, emphasizing safety protocols and emergency procedures. Barricade. Not public trespassing

- Job site supervisor:

Regularly send out emails with safety tips, alerts, and reminders.

- A project manager:

to share safety information, community events, and updates.

- job site samara:

Create or utilize videos and materials to demonstrate safety procedures and best practices.

- Active Listening:

Be actively engaged in conversations, repeating or rephrasing information, taking notes, and expressing empathy.

3. Ensure Active Engagement:

- Solicit Feedback:

Actively solicit feedback from property owners to identify areas for improvement and address concerns.

- Provide Training:

Offer safety training sessions on job site such as fire safety, emergency preparedness, and security protocols.

- daily Cleanup:

Consider forming a safety job site and implementing safety measures.

- Maintain a Professional and Respectful Demeanor:

Ensure all communication is professional and respectful, avoiding accusatory language and focusing on collaborative solutions.

- Regularly Assess and Update the Plan:

Periodically review and update the safety and security plan based on feedback, emerging threats, and best practices.

5. Reference

- Chad E. Loftis

  Division Contracts Engineer

  Division 13

  Department of Transportation

- Red's Home & Garden.inc. info@redshomeandgarden.com
- Lowe's home improvement LLC. investorrelations@lowes.com
- Mark Blanton

  919-413-4004

  Mark.blanton@jmteagueengineering.com
- Mark S. Winslow

  Division 1 Contract Engineer

  NC Department of Transportation

  252 482 1866 office

  mswinslow@ncdot.gov

6. Building experience

- Construction manager: Construction supervisor, construction project manager, project superintendent, construction foreman, assistant construction supervisor, project management, commercial construction, industrial construction, residential construction, construction supervisor's license, plan reading, Work Breakdown Structures (WBS), ground-up projects, subcontractor recruitment/supervision, enforcement of codes and safety regulations, structural engineering drawings, job site supervision & safety, project estimating/bidding, workflow & project scheduling, Critical Path Methods (CPMs), project funding, materials ordering, budgeting & pro-formas, quality control, architectural design, blueprint reading, land acquisition, MS Project, AutoCAD..

Thanks for the opportunity form BALCA INC. TEAMS AND FAMILY ATT PRESIDENT Tony B.

BALCA,INC.
602 Little Gap Rd
Fleetwood, NC 28626 US
(828) 773-6023
balcaestimating@gmail.com
BALCA, INC.

BALCA
DIV OF CONSTRUCTION
828-355-9969

Estimate

ADDRESS
Watauga County Cooperative Extension Service
971 West king st
Boone, NC 28607 US

ESTIMATE	1404 estimate.
DATE	05/20/2025
EXPIRATION DATE	06/20/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	0020 County Building Permit	Permits: Building Permit costs will be paid by the Contractor. Contractor shall complete permit applications and make submissions to municipality for all building and mechanical permits required. Standard permits have been included in this agreement for the permit fees. Owner is responsible for any approvals, if required. Allowance any additional or if less that allowance will be credit back to job	1	500.00	500.00T
	0120 Temporary Toilet	Temporary Facilities: Porta-toilet during construction as required by County requirements at any jobsite	2	150.00	300.00T
	0110 Supervision/P.M.	Oversight of job by project manager for handling all communication between employees, subs, inspectors, and client.	1	1,500.00	1,500.00T
	3100 EARTHWORK	3100 EARTHWORK 3130 Excavation for Footing and & prep for concrete Slab GRAVEL hauling and furnished NC #57 require estimate Tons qty 30 $1500 There is no allowance for mass rock removal - any mass rock removal will be handled as a change order.	1	4,000.00	4,000.00T
	Footing & Concrete Slab.	0300 CONCRETE 0310 Concrete Formwork With stepped foundation, wooden bulkheads will be built to hold	1	5,500.00	5,500.00T

note Watauga Extension has paid for commercial building permit

		concrete at footings as it sets 0320 Concrete for Deck Post Footings Concrete required for any deck post footings. 3000 psi concrete. 3000 psi concrete for footings. 0330 Concrete for Slabs 3,000 psi concrete w/fiber 0350 Concrete Pump for Block fill and slab Concrete pump truck/trailer 0360 Concrete Slab prep- labor Preparing slab for concrete pour following install of rebar (metal wire, plastic cover, etc.) 0380 Gravel for Slab Gravel required per blueprint			
	Erosion and sediment control	Erosion: is the process of wind, water, or other natural agents gradually wearing down soil, rock, or land. Sedimentation: is the process of settling or deposition of those eroded particles. ... Erosion controls intercept raindrops before they impact the ground and dislodge the soil particles.	1	500.00	500.00
	WOODEN FENCE	Wooden fence per blueprint. Approximate 90 liner foot Not included but can be add Quote $4000	1		0.00T
	GREENHOUSE ERECTOR.	A greenhouse erector is a contractor specializing in the construction and installation of greenhouse. Per blueprint. Specifications and directions.	1	8,000.00	8,000.00
	2600 ELECTRICAL	Rough install and materials Electrical Sub Estimate Freedom Electhec.	1	12,300.00	12,300.00
	Plumbing for new construction	2200 PLUMBING 2200 Plumbing Sub bid per blueprint	1	10,000.00	10,000.00
	Sales	BALCA INC. Profit 10% Total Project			

SUBTOTAL	42,600.00
TAX	826.00
TOTAL	**$43,426.00**

Accepted By

Accepted Date

* This contractor never returned a bid

State of North Carolina

Prequalification Form for First –Tier Subcontractors under CM at Risk

SECTION 1. GENERAL COMPANY INFORMATION

1. a. Primary/Main office location

DOUBLE MOUNTAIN CONSTRUCTION LLC
Company Name

307 FIRESIDE LANE, MT AIRY NC 27030
Physical Address

307 FIRESIDE LANE
Mailing Address

MOUNT AIRY
City/State Zip Code + 4

(336) 325-5227 (336) 755-2220
Phone number Fax number

CHARLOTTE DOLLYHIGH, OWNER MICHAEL MAHALA
Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

[Matrix: 0-2 points. If completely filled in give 2 points. If not, give 0 points.]

Organization

1. b. Business type (check box) ☐Corporation ☐Partnership ☑Limited Liability Company ☐Sole Proprietor ☐Joint Venture

Indicate your NC Statewide Uniform Certification: (check box): ☑MBE ☐HBE ☐AABE ☐AIBE ☑WBE ☐SDB ☑DBE
See website link for more information: http://www.doa.nc.gov/hub/swuc.htm

_____ Other (specify) _____ Certifying Agency/State (specify)

Is your firm registered with the State of North Carolina to do business? ☑ Yes ☐ No

Is your firm owned or controlled by a parent or any other organization? ☐ Yes ☑ No
Describe Ownership if Yes: _____

List all other names your firm has operated as for the past five (5) years: _____

[Matrix: 0-1 points. If completely filled in give 1 points. If not, give 0 points.]

1. c. Licensing Information (Please provide all North Carolina professional licenses required for you to perform your services.)

NC License number/name of licensee	License Limit/Level	State/County/City Privilege License (provide copy)
DOUBLE MOUNTAIN	UNLIMITED	NC
License # 79815		

Has any license ever been denied or revoked? ☐ Yes ☑ No If yes, please describe, _____

[Matrix: 0-1 points. If completely filled in give 1 points. If not, give 0 points.]

State of North Carolina

Prequalification Form for First –Tier Subcontractors under CM at Risk

1. d. Type of Work Performed on a regular basis

Primary Scope of Work: SITE DEVELOPMENT, MASS SITE DEVELOPMENT

Secondary Scope of Work: GENERAL CONTRACTING, BUILDING

Other Scope of Work: BROKERING DUMP TRUCKS

What type of work do you self perform? ALL

[Matrix: 0-1 points. If completely filled in give 1 points. If not, give 0 points.]

Bonding

1. e. (1) Attach letter, dated within the last 30 days, from your surety company, signed by their Attorney in Fact, verifying their willingness to issue sufficient payment and performance bonds for this project, on behalf of your firm and the dollar limits of that bond commitment, both single and aggregate. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.
Have you attached a surety letter? ☑ Yes ☐ No

[Matrix: 0-2 points. If surety letter attached give 2 points. If not, give 0 points.]

1. e. (2) Have any Funds been expended by a Surety Company on your firm's behalf? ☐ Yes ☒ No If yes, explain

_____

_____

[Matrix: 0-2 points. If no funds expended by surety company give 2 points. If not, give 0 points.]

Insurance

1. f. The minimum requirements of coverage are listed in Article 34 of the State Construction General Conditions. Firms must indicate that they can provide evidence of insurance coverage, should they be the successful bidder by attaching a copy of their insurance certificate. Have you attached a copy of your insurance certificate? ☑ Yes ☐ No

- Workers Compensation Insurance as required by law and Employer's Liability Insurance Coverage with minimum limits of $100,000.
- Comprehensive general liability with minimum limits of $500,000 per occurrence for bodily injury and $ 100,000 per occurrence/$300,000 aggregate for property damage.

Is your firm willing to participate in an OCIP/CCIP insurance program if requested by the Owner/CM? ☑ Yes ☐ No

[Matrix: 0-3 points. If insurance certificate attached give 3 points. If not, give 0 points.]

Financials

1. g. Attach latest balance sheet and income statement, if available, based on company type. Audited statements preferred. If not available, attach a copy of the latest annual renewal submission to the relevant licensing board. (Firm must submit financial data and may clearly indicate a request for confidentiality to avoid this item from becoming part of a public record.) Have you attached a balance sheet? ☑ Yes ☐ No

[Matrix: 0-3 points. If financials attached give 3 points. If not, give 0 points.]

State of North Carolina

Prequalification Form for First –Tier Subcontractors under CM at Risk

SECTION 2. GENERAL REQUIREMENTS

Experience - Size/Capacity/Workload

2. a. (1) List the annual dollar value of construction work the company has performed for each year over the last (3) three calendar years (if applicable).

1 2024 (yr)	2 2023 (yr)	3 2022 (yr)
10,250,000.00	6,400,000.00	5,190,000

[Matrix: 0-3 points. For each year completed give 1 point each.]

2. a. (2) How many projects do you currently have under contract or in progress and what is their total dollar value?

- 0 (# of projects) ;
- $ 0 (Current projects contract amount);
- $ 0 (Projects current amount remaining to bill)

[Matrix: 0-3 points. If section completed give 3 points. If not, give 0 points.]

2. a. (3) What was your largest job completed? $2,100,000 Sq. Ft. $ 2,100,000 (Dollar Amount) _____ Location WESTERN, NC Year Completed

[Matrix: 0-5 points. Take the "dollar amount of largest job completed" and multiply by 1.5. If the result is larger than the estimated package cost then give 5 points. If the result is smaller then give 0 points.]

2. a. (4) Current Backlog $ 0 (Dollar Amount)

[Matrix: 0-5 points. Take "current backlog" dollar amount and add "largest job completed (2.a.(3)) multiplied by 1.5". If the result is smaller than the average of the "annual dollar amounts" listed in (2.a.(1)) multiplied by 1.5, then give 5 points. If the result is larger then give 0 points.]

2. a. (5) List the three largest contracts currently under contract or in progress, including for each, the name of the project, owner, architect and/or GC/CMR and contact information below.

#1 –Project Name	
Description of Work Performed	NORTH CAROLINA WILDLIFE SHOOTING RANGE
Contract Delivery Method (CM/GC)?	GC
Owner Name/ Representative	STOKES COUNTY, NC
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	1,325,000

State of North Carolina

Prequalification Form for First –Tier Subcontractors under CM at Risk

Percentage Complete	100
Current Anticipated Completion Date	

#2 –Project Name	
Description of Work Performed	ASHE COUNTY MIDDLE SCHOOL SITE PACKAGE
Contract Delivery Method (CM/GC)?	CM
Owner Name/ Representative	ASHE COUNTY, NC
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	1,090,000.00
Percentage Complete	100
Current Anticipated Completion Date	
#3 –Project Name	
Description of Work Performed	ASHE COUNTY NC INDUSTRIAL PARK
Contract Delivery Method (CM/GC)?	GC
Owner Name/ Representative	ASHE COUNTY GOVERNMENT
Owner Address/Phone #/Email	
Architect Name/Representative	
Architect Address/Phone #/Email	
GC or CM Name/Representative	
GC or CM Address/Phone #/Email	
Contract Dollar Value	1,250,000.00
Percentage Complete	100
Current Anticipated Completion Date	

[Matrix: 0-3 points for each project listed. For each project above, give 1 point for each positive reference from the owner, architect and GC/CMR.]

State of North Carolina

Prequalification Form for First –Tier Subcontractors under CM at Risk

Office Locations

2. b. Will this project be managed and directed from an office in NC? An office in NC is defined as "The principal place from which the trade or business of the bidder is directed or managed," per GS 143-59 (c). ☐ Yes ☑ No

[Matrix: 0-3 points. If office location is managed and directed from NC office give 3 points. If not, give 0 points.]

Litigation/Claims

2. c. (1) Has your company been involved in any judgments, claims, arbitration or mediation proceedings, or suits within the last five years, whether resolved or still pending resolution? ☐ Yes ☑ No If yes, state the project name(s), year(s), case number and reason why: _____

_____

[Matrix: 0-2 points. If company has not been involved in any of the above give 2 points. If they have, give 0 points.]

2. c. (2) Are there currently any judgments, claims, arbitration or mediation proceedings or suits pending or outstanding against your company, its officers, owners, or agents? ☐ Yes ☑ No If yes, state the project name(s), year(s), case number and reason why: _____

_____

[Matrix: 0-2 points. If there are no current judgments, claims, arbitration, suits or mediation pending give 2 points. If there is, give 0 points.]

2. c. (3) Has your company ever failed to complete work awarded to it? ☐ Yes ☑ No If yes, please provide project name(s), year(s), and reason why: _____

_____

[Matrix: 0-5 points. If company has never failed to complete work it has been awarded then given 5 points. If they have failed to complete work then, give 0 points.]

2. c. (4) Have you ever paid liquidated damages on any project? ☐ Yes ☑ No If yes, state the project name(s), year(s), and reason why. _____

_____

_____

[Matrix: 0-3 points. If "Yes" without sufficient explanation, give 0 points. If "No," give 3 points.]

2. c. (5) Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? ☐ Yes ☑ No If yes, state the project name(s), year(s), and reason why._____

_____

[Matrix: 0 -3 points. If "Yes," give 0 points. If "No," 3 points.]

2. c. (6) Has your present company, its officers, owners, or agents ever been barred from bidding public work in North Carolina? ☐ Yes ☑ No If yes, state the project name(s), year(s), case number and reason why._____

_____

[Matrix: 0 - 3 points. If "Yes," give 0 points. If "No," 3 points.]

State of North Carolina

Prequalification Form for First –Tier Subcontractors under CM at Risk

SECTION 4. SIGNATURE

By signing this document, you are acknowledging that all answers are true to the best of your knowledge. **Any answers found to be falsified will bar you from being prequalified on this project.**

DOUBLE MOUNTAIN CONSTRUCTION, LLC
Company Name (as licensed in NC)

307 FIRESIDE LANE, MOUNT AIRY, NC 27030
Physical Address

SAME
Mailing Address

a. Dated this day of: _____

Submitted by: _____ _____
Signature By Authorized Officer Print Title of Authorized Officer

Phone: 336-325-5227
Contact person's phone number

E-mail: CMDOLLYHIGH@GMAIL.COM
Contact person's E-mail address

b. Notary Certification:
North Carolina
_____County

I, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the _____ day of _____, 20____.

(Official Notary Seal or Stamp)

_____
Signature of Notary Public

My commission expires _____, 20 ___

[Matrix: 0-2 points. If signature section fully executed with notary give 2 points. If not, 0 points.]

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AGENDA ITEM 9:

NORTH CAROLINA DIVISION OF MILITARY VETERANS AFFAIRS GRANT

MANAGER'S COMMENTS:

Ms. April Goodman, Veterans Service Officer, will request the Board accept a grant from the NC Division of Military Veterans Affairs in the amount of $18,288.98.

Board action is required to accept the grant in the amount of $18,288.98 from the NC Division of Military Veterans Affairs.

Watauga Co. Veterans Office

Memo

To: Board of Commissioners

From: April Goodman

cc:

Date: 6-3-2025

Re: Request to present NCDMVA Grant for approval

On June 3, 2025 the Watauga County Veterans Office received approval for the NC Division of Military Veterans Affairs (NCDMVA) grant in the amount of $18,288.98. These funds can be used for training, education materials, advertising and other approved expenditures approved by NCDMVA. Please see the attached NCDMVA Grant Program for any additional question you may have.

Thank you

April Goodman

April Goodman
Watauga Co VSO

NCDMVA
Grant Program for
County Veterans Offices
Contract Packet

North Carolina Department of Military and Veterans Affairs

Contract Packet Checklist

North Carolina Department of Military and Veterans Affairs (NCDMVA)
Grant Program for County Veterans Offices (GPCVO) Contract Packet Checklist

This checklist is intended to aid entities in completing the NCDMVA Grant Packet for this grant. Please contact the NCDMVA point of Grant Administrator listed in the grant packet regarding the contract or related documents.

- ☐ Contract
- ☐ Attachment A - General Terms and Conditions
- ☐ Attachment B - Scope of Work
- ☐ Attachment C - Budget
- ☐ Attachment D - Notice of Certain Reporting and Audit Requirements
- ☐ Attachment E - Certification of No Overdue Tax Debts
- ☐ Attachment G - Federal Certification Regarding Lobbying
- ☐ Attachment H - Accounting of Sate Financial Assistance less than $25,000
- ☐ Attachment J - State Grant Certification and Sworn Statement
- ☐ Taxpayer Identification Number and Certification (Form W-9)
- ☐ Letter of Tax Exemption, if applicable
- ☐ Conflict of Interest Policy

Contract

North Carolina Department of Military and Veterans Affairs

Grant Program for County Veterans Offices (GPCVO)

Contract # 2025-0080

This Contract is hereby entered by and between the North Carolina Department of Military and Veterans Affairs (referred to in the Contract Documents as the "Agency“) and **Watauga County** (referred to in the Contract Documents as the "Recipient"), (referred to collectively as the “Parties”). The Recipient’s federal tax identification number is **56-6001816**.

1. **Contract Documents:** This Contract consists of the following documents:

   ☒ (1) This Contract
   ☒ (2) The General Terms and Conditions (Attachment A)
   ☒ (3) The Scope of Work; Purpose of Agreement and Project Implementation (Attachment B)
   ☒ (4) Budget; Cost of Project/Project Budget and Period of Performance (Attachment C)
   ☒ (5) Notice of Certain Reporting and Audit Requirements (Attachment D)
   ☒ (6) Certification of No Overdue Tax Debts (Attachment E)
   ☒ (7) Federal Certification Regarding Lobbying (Attachment G)
   ☒ (8) Accounting of State Financial Assistance Less Than $25,000 (Attachment H)
   ☒ (9) State Grant Certification and Sworn Statement (Attachment J)
   ☒ (10) Grant Application (on-file)

   These documents constitute the entire Contract between the Parties and supersede all prior oral or written statements or agreements made, communicated, negotiated or entered prior to or contemporaneously with the full execution of this Contract.

2. **Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This Contract shall be effective on the date executed and shall terminate on August 1, 2025, unless extended by the Agency. The **Period of Performance** for all expenditures shall extend from **March 3, 2025 to July 31, 2025** and the **final report must be submitted no later than August 1, 2025**. All submitted expenditures during the performance period must adhere to the terms of this Contract.

4. **Recipient’s Duties:** The Recipient shall provide the services as described in this Contract and Attachment B and in accordance with the approved budget in Attachment C.

5. **Agency’s Duties:** The Agency shall pay the Recipient in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Recipient under this Contract shall not exceed **$18,288.98**. Specifically, Session Law 2023-134, Section 33.13 (a)(2) requires: A grant may be up to twenty thousand dollars ($20,000).

6. **Statement of No Overdue Tax Debts:** The Recipient's sworn written statement pursuant to N.C. Gen. Stat. § 143C-6-23(c), stating that the Recipient does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached as Attachment E. A person who makes a false statement in violation of this subsection can be found guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1. The Recipient acknowledges that the written statement must be completed by the Recipient's board of directors or other governing body and filed before the Agency may disburse the grant funds.

7. **Letter of Exempt Status:** A copy of the Recipient's IRS federal tax-exempt letter or 501(c) verification form must be filed with the Agency before the Agency may disburse grant funds.

8. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

9. **Sub-Recipients:** The Recipient shall ensure that all Sub-Recipients, if any, provide all information necessary to permit the Recipient to comply with the standards, responsibilities, and obligations of this Contract.

10. **Reporting Requirements:** All reporting requirements shall be filed with the Agency using the prescribed electronic submission form (e-submission form) that the Agency provides to the Recipient, or other manner as prescribed by the Agency. **Expenditures from March 3, 2025 to May 23, 2025 are to be submitted via the e-submission form by May 23, 2025. Expenditures from May 24, 2025 to July 31, 2025 are to by submitted via the e-submission form by July 31, 2025.**

    Additional Required Reporting from Recipient to Agency:

    a. The unduplicated number of veterans served by the grant recipient,
    b. The number of times each individual veteran was served by the grant recipient, and
    c. The services that were provided to veterans using the GPCVO grant funds awarded.

    The Agency has determined that this Contract is also subject to the reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment D. The Recipient shall comply with all the reporting requirements per the Contract and provisions described in Attachment D hereto.

    A Recipient that intends to dissolve or cease operations shall report that decision in writing to the agency, the Office of State Budget and Management, and to the Fiscal Research Division at least thirty (30) days prior to taking that action.

    Documentation and Disbursement: Recipient and subrecipient(s) must maintain reports and accounting records that support the allowable expenditure of state funds.

    The Recipient shall submit reporting to the Agency via the electronic submission form (e-submission form) and shall upload/attach sufficient documentation of the expenses incurred during the period. Recipient can upload documentation of expenses as funds are expended or at set intervals (e.g., once a week, etc.). All expenses are to be expended by July 31, 2025 and the final report and all supporting documentation are to be submitted via the e-submission form by August 1, 2025.

    The Recipient understands that there is a legislative reporting requirement, as outlined in the Contract, and agrees to provide **Attachment H** as the **final report by August 1, 2025** via the e-submission form. Copies of invoices paid or cancelled checks or copy of the general ledger evidencing payment has been made, or payroll register records where applicable (with social security number, etc. redacted), are

required to support the Attachment H.

11. **Payment Provisions:** The Recipient agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the Recipient's central accounting and grant management system. The recipient agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocation. All payments are contingent upon fund availability.

    If this Contract is terminated, the Recipient shall complete a final accounting report and return any unexpended funds to the Agency no later than August 1, 2025. The Agency shall have no obligation for payments based on expenditure reports submitted later than July 31, 2025.

    Payment shall be made in accordance with the Contract Documents.

12. **Grant Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Grant Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Grant Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Grant Administrator by giving written notice, within 30 calendar days of the effective date of the change, to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
NC Department of Military and Veterans Affairs ATTN: Financial Services Division - Grants 4001 Mail Service Center Raleigh, NC 27699-4001 Telephone: 984-204-2980 Fax: 984-204-8343 Email: SVC_DMVA_FSD.grants@milvets.nc.gov	NC Department of Military and Veterans Affairs ATTN: Financial Services Division - Grants 413 North Salisbury Street Raleigh, NC 27699-1361

For the Recipient:

The information provided on the Grant Application will be utilized for this section. The Grant Administrator will be the Authorized Person to Execute the Grant Contract as identified on the Grant Application, or that person's designee.

13. **Supplementation of Expenditure of Public Funds:** The Recipient assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Recipient otherwise expends for services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Recipient's total expenditure of other public funds for such services.

14. **Disbursements:** In addition to the other requirements set forth above and in the attached documents concerning the disbursement of grant funds by the Recipient (including any sub-recipients and sub-sub-recipients), as well as all requirements imposed on grant fund expenditures by applicable law, rules, and regulations, and as a condition of this Contract, the Recipient acknowledges and agrees to make disbursements in accordance with the following requirements:

    a. Implement adequate internal controls over disbursements.
    b. Pre-audit all vouchers presented for payment to determine:
        - Validity and accuracy of payment
        - Payment due date
        - Adequacy of documentation supporting payment
        - Legality of disbursement
    c. Assure adequate control of signature stamps/plates.
    d. Assure adequate control of negotiable instruments; and
    e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.

15. **Outsourcing:** The Recipient certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. The Recipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency.

16. **Procurement, Suspension and Debarment:** The Recipient acknowledges and agrees that, in its conduct under this Contract and about all expenditures of grant funds made by it, the Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and debarment and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspensions and debarment. The Recipient further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by written contract, ensure that the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all of the Recipient's sub-recipients, sub-sub-recipients, and so on.

17. **Conflict of Interest Policy:** The Recipient certifies that, as of the date it executes this Contract, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the grant or project. Throughout the duration of this Contract, the Recipient has the duty to promptly inform the Agency of any of any such conflict of interest, direct or indirect benefit of which it becomes aware.

    Recipient shall file with the Agency a copy of Recipient's policy addressing conflicts of interest that may arise involving Recipient's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as Recipient's employees or members of its board or other governing body, from Recipient's disbursing of State funds and shall include actions to be taken by Recipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflict-of-interest policy shall be filed before the Agency may disburse the grant funds.

18. **Cost Principles:** The Recipient acknowledges and agrees that, in its conduct under this Contract and about all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by written contract, ensure that said cost principles are made applicable

to and binding upon all such sub-recipients, sub-sub-recipients, and so on in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

19. **Grant Agreement with Sub-Recipient(s):** If the Recipient grants to a sub-recipient, a sub-sub-recipient, etcetera, any of the grant funds awarded to the Recipient hereunder, the Recipient must retain a singed copy of the contract or letter pursuant to which the grant funds awarded the Recipient hereunder are granted to a sub-recipient, a sub-sub-recipient, etcetera, and provide a copy to the Agency at the time the Recipient enters an agreement with a sub-recipient. There is an additional Sub-Recipient Monitoring Plan with which such entities must comply.

    The Recipient or Sub-Recipient is not relieved of any duties and responsibilities of the original contract and the Sub-Recipient agrees to abide by the standards contained in this contract and to shall provide all information to allow the Recipient to comply with these standards. Recipient shall ensure that subrecipients comply with all reporting requirements established and their contract and report to the Agency. Recipient agrees that all Sub- Recipients to this agreement shall comply with the following provisions of the N.C. Administrative Code 09 NCAC 03M .0202 *Recipient and Subrecipient Responsibilities*.

20. **Taxes:** The Recipient shall be an independent Recipient and as such shall be responsible for all taxes. The Recipient agrees to provide the Agency with the Recipient's correct taxpayer identification number upon the execution of this Contract. The Recipient agrees that failure to provide the Agency with a correct taxpayer identification number authorizes the Agency to withhold any amount due and payable under the Contract pursuant to the provision of the Internal Revenue Code, Title 26, United States Code.

21. **Final Reports and Certifications:** The Recipient shall file all reports and certifications, as described and required by Attachment D to the Contract, concerning its receipt, handling and expenditure of all grant funds awarded hereunder, including any interest earned by the Recipient from such funds, with the Agency. Recipient and subrecipients shall maintain reports and accounting records that support the allowable expenditure of State funds.

22. **Auditing and Access to Persons/Records:** The Recipient and any Sub-Recipients shall retain, from and after the date of execution of this Contract and for five (5) years following its termination, all records, including but not limited to, the books, records, and documents related to this grant award and project and all records are subject to being audited, inspected and monitored at any time by the Agency upon its request (whether in writing or otherwise). The Recipient and its officers, agents and employees shall make the Recipient's books, records, and documents available to the Agency and its personnel for inspection, audit and monitoring upon the Agency's request, shall answer any questions posed to them by the Agency its efforts to monitor and audit the Recipient's activities regarding the funds awarded under this Contract. The Recipient further agrees to keep and maintain all its books, records and documents relating in any way to the grant funds awarded hereunder for the time specified in Attachment A hereto. The Recipient acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act- Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change from time to time.

    The State Auditor shall have access to persons and records because of all contracts or grants entered by State agencies in accordance with N.C.G.S. 147-64.7. The Agency and Internal Auditor shall also have access to persons and records to execute an internal Agency financial and compliance audit of Agency activities and performance. Recipients and subrecipients shall make available all reports and records for inspection by the Agency, the Office of State and Budget Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes.

The Agency staff performs oversight through a combination of periodic emails, calls, review of reports and deliverables, and site-visits.

23. **Repayment of Grants Funds to Agency**: In the event that the Recipient, either directly or indirectly (i.e. through a sub-recipient or sub-sub-recipient), commits any breach of this Contract which the Recipient fails to fully cure within thirty (30) days of its receipt or written notice from the Agency of said breach, the Agency may make demand in writing of the Recipient that it will repay the Agency so much of the grant funds awarded under the Contract, up to and including 100% of the amount awarded made under this Contract. In such an event, the Recipient shall repay said amount to the Agency within thirty (30) days of its receipt of said demand for repayment as well as any interest earned by the Recipient on said amount.

    In addition, if this Contract should be terminated by the parties or otherwise comes to an end prior to the time when the Recipient, or its sub-recipients, sub-sub-recipients, etcetera, have expended all the funds awarded under this Contract, the Recipient shall, within thirty (30) days of said termination or contract end, return to the Agency all such unexpended funds as wells as any interest earned by the Recipient on such funds. Furthermore, the Recipient shall, by written contract, ensure that, if its sub-recipients enter any sub-sub-recipient agreements involving any of the funds awarded hereunder, all such sub-recipient, sub-sub-recipient, and so on are required to repay to their funds so that the Recipient can return those unexpended and interest to the Agency within thirty (30) days of the termination or another end of this Contract. In any event, the Recipient shall be and remain liable to the Agency for the repayment to the Agency of all grant funds that are unexpended (either by the Recipient or any sub-recipient, sub-sub-recipient, etcetera) at the time of the termination or other end of this Contract, as well as the repayment of any interest earned by the Recipient, sub-recipient, or sub- sub-recipient and so forth on such funds at that time.

    Except as otherwise required by federal law, the Recipient or a sub-recipient shall return to the Agency all affected grant funds and interest earned on those funds if any of the following occurs:

    - The funds are in the possession or control of the Recipient and are not expended, made subject to an encumbrance, or disbursed to a sub-recipient by June 30 immediately following the fiscal year in which funds appropriated or as set forth in appropriation.
    - The funds remain unexpended at the time that the Recipient or sub-recipient dissolves, ceases operations, or otherwise indicates that it does not intend to spend the funds.

    If either of the two identified situations occur, the Recipient shall, within thirty (30) days of the event, return to the Agency all such unexpended funds as well as any interest earned by the Recipient or sub-recipient on such funds.

    Pursuant to N.C.G.S. § 142C-6-23(f), the Office of State Budget and Management has the power to suspend disbursement of grant funds, to prevent further use of grant funds already disbursed, and to recover grant funds already disbursed for noncompliance with state law and rules adopted. If the grant funds are a pass-through of funds granted by an agency of the United States, the Office of State and Budget Management must consult with the Agency and the agency of the United States prior to taking actions for suspension and recovery of funds for noncompliance.

    The Agency must take appropriate administrative action to recover grant funds if a recipient or subrecipient:

    a. Is unable to fulfill the obligations of this Contract.
    b. Is unable to accomplish the purposes of the grant award.
    c. Is noncompliant with the reporting requirements.

d. Has inappropriately used grant funds.

The Agency is required to seek the assistant of the Attorney General in the recovery and return of grant funds if legal action is required. Any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the use of grant funds must be reported by the Agency to the Office of State Budget and Management, the Attorney General, and the State Bureau of Investigation.

24. **Advertising:** Recipient agrees not to use the existence of this contract, the name of the Agency, or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the Agency.

25. **Compliance:** The Recipient shall remain an independent Recipient and as such shall be wholly responsible for the scope of work to be performed under the Contract and for the supervision of its employees and assistants. The Recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees for or have any individual contractual relationship with the Agency. The Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Contract, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Agency shall take the following measures to ensure that requirements are met, including:

1. Communicating the requirements to Recipient
2. Requiring a response from Recipient upon a determination of noncompliance
3. Suspending payments to Recipient until Recipient is in compliance.

Upon determination of noncompliance with requirements of the Contract that are not indicative of management deficiencies or criminal activity, Agency shall give Recipient or subrecipient 60 days written notice to take corrective action. If Recipient or subrecipient has not taken the appropriate corrective action after the 60-day period, the Agency shall notify the Office of State Budget and Management and take the appropriate action(s), such as suspend payments pending negotiation of a plan of corrective action, terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures, offset future payments with any amounts improperly spent.

When the Agency discovers evidence of management deficiencies or criminal activity leading to the misuse of funds, the Agency shall notify the Office of State Budget and Management and take the appropriate action(s), such as suspending payments until the matter has been fully investigated and corrective action has been taken, terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures, report possible violations of criminal statutes involving misuse of state property to the State Bureau of Investigation in accordance with N.C.G.S. §143B-920.

26. **Grant Close-Out Process:** The Recipient agrees to submit to the Agency a complete performance and expenditure status (final report) by August 1, 2025 as an upload/attachment via the e-submission form. Recipient will be deemed noncompliant if its final report is not submitted by August 1, 2025. Due to the additional reporting required in the legislation appropriating the funds, the North Carolina General Assembly (NCGA) may be alerted via the DMVA Report the NCGA that a Recipient has not submitted a final report by August 1, 2025.

Once the final report is received, the Agency will review and, if no further information or documentation is required to be submitted, close out the grant in the Agency's financial system. The Agency will send a written correspondence to the Recipient as official notification that the grant has been closed out. The Agency will retain a close out package for five (5) years or until audit exceptions have been resolved,

whichever is longer.
Pursuant to N.C.G.S. 143C-6-23 and applicable law, the Recipient understands and agrees to return to the Agency all unspent funds that are unexpended and unobligated as of the expiration date of this Contract.

27. **Amendments:** This Contract may be amended only by written amendments duly executed by the Agency and the Recipient.

28. **Termination**: Subject to the provisions of paragraph 19 of this contract, this Contract may be terminated in accordance with the provisions set forth in Attachment A hereto; however, the reporting, monitoring and audit requirements and provisions of the Contract shall survive any such termination.

29. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

In Witness, Whereof, the Recipient and the Agency have executed this Contract in triplicate originals, with one original being retained by the Recipient and two originals being retained by the Agency.

RECIPIENT:

WATAUGA COUNTY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Notary:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

My Commission Ends: _____

Official Stamp:

North Carolina Department of Military and Veterans Affairs

_____
Deputy Secretary

Subject to the physical execution by the Secretary (or Secretary's assign) of the N.C. Department of Military and Veterans Affairs.

.

Attachment A – General Terms and Conditions

GENERAL TERMS AND CONDITIONS
DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" means every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority, or other unit of government of the State or of any county, unit, special district, or other political subdivision of state or local government.
(2) "Audit" means an examination of records or financial accounts to verify their accuracy.
(3) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Division of the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
(4) "Contract" means a legal instrument that is used to document a relationship between the agency, and a recipient or between a recipient and sub-recipient.
(5) "Contractor" means an entity subject to the contractor requirements, as well as any entity that would be subject to the contractor requirements but for a specific statute or rule exempting that entity from the contractor requirements.
(6) "Contractor requirements" means Article 3, 3C, 3D, 3E, 3G, or 8 of Chapter 143 of the General Statutes and related rules.
(7) "Fiscal Year" means the annual operating year of the non-State entity.
(8) "Financial Statement" means a report providing financial data relative to a given part of an organization's operations or status.
(9) "Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).
(10) "Recipient" means a non-State entity that receives State financial assistance directly from a State agency to carry out part of a State program, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For purposes of this Subchapter, "recipient" also includes a non-State entity that would be considered a "sub-recipient" pursuant to 2 CFR 200.93 for Federal funds sub-awarded by a recipient State agency, but does not include a sub-recipient as defined in Item (14) of this Rule.
(11) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
(12) "State financial assistance" means State funds disbursed as a grant, cooperative agreement, noncash contribution, food commodities, or direct appropriation to a recipient or sub-recipient as defined in Item (10) and (14) of this Rule.
(13) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.
(14) "Sub-recipient" means a non-State entity that receives State financial assistance from a recipient to carry out part of a State program; but does not include an individual that is a beneficiary of such program. This definition of "sub-recipient" applies throughout these Rules, except as used in Item (10) of this Rule.
(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

Relationships of the Parties

Independent Contractor: The Recipient is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Recipient represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Recipient shall not subcontract any of the work contemplated under this Contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or sub Recipients specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor or sub Recipient. The Recipient shall be responsible for the performance of all its sub Recipients and shall not be relieved of any of the duties and responsibilities of this Contract.

Sub-Recipients: The Recipient has the responsibility to ensure that all Sub-Recipients, if any, provide all information necessary to permit the Recipient to comply with the standards set forth in this Contract.

Assignment: No assignment of the Recipient's obligations or the Recipient's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Recipient's payment check(s) directly to any person or entity designated by the Recipient, or
(b) Include any person or entity designated by Recipient as a joint payee on the Recipient's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Recipient and the Recipient shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Recipient. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Recipient that any such person or entity, other than the Division or the Recipient, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Recipient agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Recipient in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Recipient shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Division shall have the right to terminate this Contract by giving written notice to the Recipient and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Recipient under this Contract shall, at the option of the Division, become its property and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Recipient shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Recipient's breach of this agreement, and the Division may withhold any payment due the Recipient for the purpose of setoff until such time as the exact amount of damages due the

Division from such breach can be determined. The filing of a petition for bankruptcy by the Recipient shall be an act of default under this Contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this Contract by the Recipient shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Division and the Recipient and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to the Division for the purpose set forth in this Contract.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Compliance with Applicable Laws

Compliance with Laws: The Recipient shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business or that are applicable to non-State entities receiving State funds (specifically but not limited to N.C.G.S. Chapter 143C Part 3. and 09 NCAC 03M), including those federal, state, and local agencies having jurisdiction and/or authority.

An application funded with the release of Federal or State funds through a grant award does not constitute, or imply, compliance with Federal regulations or State law. Recipients are responsible for ensuring that their activities comply with all applicable Federal regulations and State law.

Equal Employment Opportunity: The Recipient shall comply with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: Subject to public records laws, any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Recipient under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Recipient acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the Division, as the State funding authority, shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S 147-64.7 and N.C.G.S. 143-49(9).

Record Retention: Records shall not be destroyed, purged or disposed of in violation of North Carolina state agency records retention policies. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained

until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Recipient, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Recipient.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Recipient agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this Contract, the Recipient shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Recipient for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Recipient and all sub Recipients shall: (a) ask the North Carolina Agency of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Recipient shall not use the award of this Contract as a part of any news release or commercial advertising.

Executive Order 24: By Executive Order 24, issued by Governor Perdue, and N.C.G.S. 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
(1) have a contract with a governmental agency; or
(2) have performed under such a contract within the past year; or
(3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and

contractors are encouraged to review Executive Order 24 and N.C.G.S. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

The Iran Divestment Act: Pursuant to G.S. 147-86.59, any vendor identified as engaging in investment activities in Iran, as determined by appearing on the current Final Divestment List created by the NC State Treasurer as required by G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. Execution of this contract by the undersigned vendor constitutes vendor's certification that (a) Vendor does not appear on the Treasurer's Divestment List found at: https://www.nctreasurer.com/inside-the-Agency/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx, and (b) that vendor will not utilize any subcontractor that is identified on such list to perform work under this contract.

Watauga County
Attachment B – Scope of Work

Section 1. **Purpose of Scope of Work.**

Recipient details below how Recipient will utilize the grant funds in compliance with the specific purpose(s) as stated in the legislation that appropriated the funding.

Section 2. **Project Implementation**.

The Recipient shall carry out the Project as follows:

Scope of Work:

Increasing outreach in the community that is necessary to provide services to veterans

- Produce and distribute printed information that informs and connects veterans and their families of/to resources
- Advertising for program outreach

The Recipient shall undertake and complete all work described in the Contract in accordance with the procedures and the guidelines. The documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Agency in accordance with the terms and conditions of this Contract. Nothing shall be construed under the terms of this Contract by the Agency or the Recipient that shall cause any conflict with Agency, State, or Federal statutes, rules, or regulations.

Signature _____ Date _____

Printed Name _____

Title _____

Attachment C – Budget for GPCVO WATAUGA COUNTY

The total cost of the Project approved by the Agency is **$18,288.98** as set forth in the Project Description and Budget, incorporated into this Contract as Attachments B and C. The Agency shall not provide more than the identified amounts for eligible expenses.

Below are general categories to serve as a guide for preparing the Budget for the grant. Recipients may delete categories as well as add categories.

The following **budget is for the time period beginning March 3, 2025 and ending July 31, 2025**.

EXPENDITURE DESCRIPTION	AMOUNT
Increasing outreach in the community that is necessary to provide services to veterans • Produce and distribute printed information that informs and connects veterans and their families of/to resource • Advertising for program outreach	$ 18,288.98
Total Budgeted Expenditures	**$ 18,288.98**

Period of Performance. This Contract shall commence upon the date of execution, unless specific written authorization from the Agency to the contrary is received. The period of performance for all expenditures shall extend from **March 3, 2025 to July 31, 2025**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Agency. Recipient shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

With regard to the information contained herein, I certify that the budget has been approved by the Recipient's Chief Fiscal Officer, CEO, or Board Chair.

Signature _____ Date _____
Printed Name _____
Title _____

Attachment D – Notice of Certain Reporting and Audit Requirements

Recipient shall comply with all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 9 N.C.A.C. subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds. There are three reporting thresholds established for Recipients and Subrecipients receiving State funds. The reporting thresholds are:

(1) Less than $25,000 – A recipient that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year must comply with the reporting requirements established by 9 N.C.A.C. Subchapter 3M including:

(A) A certification completed by the recipient board and management stating that the State funds were received, held, used, or expended for the purposes for which they were granted; and
(B) An accounting of the State funds received, held, used, or expended.

All reporting requirements shall be filed with the funding agency, in the format and method specified by the agency, within three (3) months after the end of the recipient's fiscal year in which the State funds were received. Audits must be provided to the funding agency within six (6) months after the end of the recipient's fiscal year.

(2) $25,000 up to $500,000 - A recipient that receives, uses, or expends State funds in an amount of at least twenty-five thousand ($25,000) and up to five hundred thousand dollars ($500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

(A) A certification completed by the recipient board and management stating that the State funds were received, held, used, or expended for the purposes for which they were granted;
(B) An accounting of the State funds received, held, used, or expended; and
(C) A description of activities and accomplishments undertaken by the recipient with the State funds, including reporting on any performance measures established in the Contract.

All reporting requirements shall be filed with the funding agency, in the format and method specified by the agency, within three (3) months after the end of the recipient's fiscal year in which the State funds were received. Audits must be provided to the funding agency within six (6) months after the end of the recipient's fiscal year.

(3) Greater than $500,000 – A recipient that receives, uses, or expends State funds and in the amount, greater than five hundred thousand dollars ($500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

(A) A certification completed by the recipient board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
(B) An audit prepared and completed by a licensed Certified Public Accountant for the recipient consistent with the reporting requirement of this Subchapter; and
(C) A description of activities and accomplishments undertaken by the recipient with the State funds, including reporting on any performance measures established in the Contract.

(D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reporting requirements shall be filed with both the funding agency and the Office of the State Auditor within nine (9) months after the end of the recipient's fiscal year in which the State funds were received.

Other Provisions:

1. Unless prohibited by law, the costs of audits made in accordance with the provisions of 9 N.C.A.C. 3M.0205 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the federal Office of Budget and Management (OMB) Circular A-87. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.

2. The audit requirements in 9 N.C.A.C. Subchapter 3M do not replace a request for submission of audit reports by grantor agencies in connection with requests for direct appropriation of state aid by the General Assembly.

3. Notwithstanding the provisions of 9 N.C.A.C. Subchapter 3M, a Recipient may satisfy the reporting requirements of Part (a)(3)(B) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

4. All Recipients and Subrecipients shall use the forms of the Office of State Budget and Management and of the Office of the State Auditor in making reports to the awarding agencies and the Office of the State Auditor.

Attachment E – Certification of No Overdue Tax Debts

_____
Date of Certification

To: State Division Head and Chief Fiscal Officer

Certification:

We certify that _____ does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C. Gen. Stat. § 143C-6-23(c) is guilty of a criminal offense punishable as provided therein.

Sworn Statement:

_____and_____being
Name of Board Chair *Name of Authorizing Official*

duly sworn, say that we are the Board Chair and_____, respectively, of
Title of Authorizing Official

_____of_____in the State of_____; and that the
Name of County *City* *State*

foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

_____
Board Chair

_____
Authorizing Official

Sworn to and subscribed before me on the day of the date of said certification.

_____ My Commission Expires: _____
(Notary Signature and Seal)

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCGrants@osbm.nc.gov - (919) 807-4795.

Attachment G – Federal Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) who received Federal funds of $100,000.00 or more and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

Signature	Title
Entity/Organization	Date

Certification signature should be same as contract signature.

GPCVO
Attachment H – Accounting of State Financial Assistance Less Than $25,000

Who must complete this form: This information should be completed and submitted by each recipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year.

When must this form be submitted: All reporting requirements shall be submitted to the funding agency **no later than August 1, 2025**.

Where must this form be filed: The completed form should be uploaded as an attachment to an Electronic Submissions Form (E-Submission Form).

1. Organization:	
Organization Name:	
Tax Identification #:	
Organization Fiscal Year End: (MMDDYYYY)	
Mailing Address (street, city, state, zip code):	
Phone Number (area code + number):	
Fax Number (area code + number):	
Contact Person:	
Contact Person Title:	
E-Mail Address:	

2. Preparer: [PLEASE INDICATE WHO PREPARED THIS INFORMATION BY CHECKING]		Employee		CPA/Accountant
Name of Preparer:				
Phone Number:				

3. Please provide a list of the Organization's Board Members: [ADD ADDITIONAL PAGES, IF NEEDED]	
Name of Board Member	**Board Member Title**

4. Restrictions and Use of Grant Funds:				
What restrictions are placed upon the grant by the grant award document? If the grant award document does not identify specific restrictions, please identify the intended use of the grant funds as included in the award document.				
Restrictions:				
a. Does the organization have a Conflict of Interest policy?		yes		no
b. Is the organization a for profit entity?		yes		no

5. Sub-grants:					
a. Did the organization sub-grant or pass down any funds to another organization?		yes		no	
If yes, answer the following:					
b. Name of Sub-Recipient	c. Program Name	d. Amount Sub-granted			

6. Financial Accounting: [Complete based on total dollars received, used or expended from this grant during this fiscal year]		
a. Receipts		
Funding State Agency	**Grant Title**	**Total Receipts**
Office of State Budget & Management		
b. Expenditures		
Category		**Dollar Amount**
Salary/Wages/Benefits		
Contracted Services		
Supplies and Materials		
Travel (e.g. employee mileage, meals, hotel)		
Communication Costs (e.g. telephone, postage, freight)		
Occupancy Costs (e.g. rent, utilities, repair and maintenance)		
Advertising and Promotions		
Insurance and Bonding		
Capital Outlay (e.g. furniture/equipment, data processing)		
Grants and Contracts		
Fundraising		
Other (provide description here):		
Total Expenditures		

Unexpended cash balance (do <u>NOT</u> use with reimbursement grants)

Beginning of the year cash balance	
End of the year cash balance	

7. Required Reporting, per Sesson Law 2023-134:

a. The unduplicated number of veterans served by the grant recipient: _____

b. The number of times each individual veteran was served by the grant recipient: _____

c. The services that were provided to veterans using the GPCVO grant funds awarded:

Attachment J
State Grant Certification and Sworn Statement

NORTH CAROLINA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

_____
Date

Certification:

We certify that the accompanying reports represent all financial activity related to the receipt, use, and expenditure of funds granted by the State of North Carolina to_____for the fiscal year ended _____
Organization *MM/DD/YYYY*
and that the expenditures reported were for the purposes appropriated by the General Assembly or collected by the State of North Carolina and in compliance with the applicable laws, regulations, and terms and conditions of the grant documents.

The accompanying reports are presented on the cash basis of accounting and are supported by our financial records.

We understand that if it is found the expenditures reported were not used for the purpose(s) appropriated, that the grantor agency shall report such findings to the Attorney General, the Office of State Budget and Management, the Office of the State Auditor, and the Office of the State Controller. Any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the use of State funds shall be reported by the Office of State Budget and Management to the Attorney General and State Bureau of Investigation.

Sworn Statement:

_____being duly sworn, say that we are the_____, respectively, of
Name of Authorizing Official *Title of the Authorizing Official*

_____of_____in the_____; and that the foregoing certification is
Name of Organization *City* *State*

true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

_____
Signature – Fiscal Officer Date

_____
Printed Name

_____
Signature – Authorizing Official Date

_____
Printed Name

Sworn to and subscribed before me on the day of the date of said certification.

_____
(Notary Signature and Seal)

My Commission Expires: _____

NC Office of the State Controller
(IRS Form W-9 will not be accepted in lieu of this form)
***Denotes a Required Field**

STATE OF NORTH CAROLINA
SUBSTITUTE W-9 FORM
Request for Taxpayer Identification Number

Section 1 – Taxpayer Identification

***1.** ☐ Social Security Number (SSN),
OR
☒ Employer Identification Number (EIN),
OR
☐ Individual Taxpayer Identification Number (ITIN)

***2.**

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.

***4. Legal Name** (as shown on your income tax return):

5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

3. Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Contact Information

***6. Legal Address** (DO NOT TYPE OR WRITE IN THIS FIELD)	**7. Remittance Address** (Location specifically used for payment that is different from Legal Address, if applicable)
***Address Line 1:**	**Address Line 1:**
Address Line 2:	**Address Line 2:**
***City** ***State** ***Zip (9 digit)**	**City** **State** **Zip (9 digit)**
***County** Johnston	**County**

***8. Contact Name:**	
***9. Phone Number:**	
10. Fax Number:	
11. Email Address:	

***12. Entity Type**	***13. Entity Classification**	**14. Exemptions (see instructions)**
☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation ☐ Partnership ☐ Trust/Estate ☒ Other_____ ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ **Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	☐ Medical Services ☐ Legal/Attorney Services ☒ NC Local Govt ☐ Federal Govt ☐ NC State Agency ☐ Other Govt ☐ Other (specify)	Exempt payee code (if any): Exemption from FATCA reporting code (if any):

Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website **(https://www.irs.gov/)**:

***Printed Name:**		***Printed Title:**	
***Authorized U.S. Signature:**		***Date:**	

Please complete the "Modification to Existing Vendor Records" section below If there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

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AGENDA ITEM 10:

BOARD OF ELECTIONS VOTING EQUIPMENT PURCHASE

MANAGER'S COMMENTS:

Mr. Matt Snyder, Board of Elections Director, will request the Board formally approve the purchase of 31 DS300 and 28 Express Votes from ES&S/Printelect for $319,730.25, which does include shipping; 19 VC EZ Carts from Printelect and 2 VC EZ Carts from Caldwell County Board of Elections for $38,825, does not include shipping; and 12 Balotars from ES&S/Printelect for $71,570, does not include shipping. As shipping is not included in two (2) of three (3), Mr. Snyder will provide the total cost for shipping at a later date. If the amount for shipping exceeds $15,000, the Board would need to authorize the County Manager to pay the shipping costs not to exceed $50,000.

Board action is required to formally approve the $430,125.25 for:

1. 31 DS300 and 28 Express Votes from ES&S/Printelect for $319,730.25
2. 19 VC EZ Carts from Printelect and 2 VC EZ Carts from Caldwell County Board of Elections for $38,825
3. 12 Balotars from ES&S/Printelect for $71,570
4. Authorize the County Manager to pay the shipping cost once determined not to exceed $50,000.

WATAUGA COUNTY BOARD OF ELECTIONS

County Courthouse • 842 West King Street Boone, North Carolina 28607

A RESOLUTION TO RECOMMEND TO THE WATAUGA COUNTY BOARD OF COMMISSIONERS THE ADOPTION AND ACQUISITION OF VOTING EQUIPMENT

WHEREAS, the Watauga County Board of Commissioners, with the approval of the Watauga County Board of Elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections in accordance with G.S. 163-165.8;

WHEREAS, the Watauga County Board of Elections must recommend the adoption and acquisition of any voting system by the Watauga County Board of Commissioners after completing the requirements in G.S. 163-165.9(a);

WHEREAS, the Watauga County Board of Elections must recommend to the Watauga County Board of Commissioners which type of voting system should be acquired by the county, pursuant to G.S. 163-165.9(a)(1);

WHEREAS, the Watauga County Board of Elections has witnessed a demonstration in the county of the type of voting system being recommended, and has also witnessed a demonstration of at least one other type of voting system certified by the State Board of Elections as required by G.S. 163-165.9(a)(2);

WHEREAS, the Watauga County Board of Elections has successfully tested the proposed voting system during a public, simulated election on May 27, 2025, coordinated with the State Board of Elections, to satisfy the requirements of G.S. 163-165.9(a)(3)(b);

WHEREAS, the Watauga County Board of Elections has requested and received approval from the State Board of Elections to replace the current voting system, pursuant to G.S. 163-165.9(b)(3).

THEREFORE, BE IT RESOLVED that the Watauga County Board of Elections hereby recommends the Watauga County Board of Commissioners to adopt and acquire the following certified voting equipment pursuant to G.S. 163-165.9(a)(l):

Voting Type: DS300 and Express Vote (Hand marked paper ballots with ballot marking device for ADA compliance)
Vendor: ES&S / PRINTELECT
Number of Units 31 DS300 and 28 Express Votes
EVS 6.3.0.0 Election Management System Laptop

Voting System Cost to County: $319,730.25

Adopted this the 10th day of June 2025.

Michael Behrent, Chair
Watauga County Board of Elections

WATAUGA COUNTY BOARD OF ELECTIONS

County Courthouse • 842 West King Street Boone, North Carolina 28607

A RESOLUTION TO RECOMMEND TO THE WATAUGA COUNTY BOARD OF COMMISSIONERS THE ADOPTION AND ACQUISITION OF VOTING EQUIPMENT

WHEREAS, the Watauga County Board of Commissioners, with the approval of the Watauga County Board of Elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections in accordance with G.S. 163-165.8;

WHEREAS, the Watauga County Board of Elections must recommend the adoption and acquisition of any voting system by the Watauga County Board of Commissioners after completing the requirements in G.S. 163-165.9(a);

WHEREAS, the Watauga County Board of Elections must recommend to the Watauga County Board of Commissioners which type of voting system should be acquired by the county, pursuant to G.S. 163-165.9(a)(1);

WHEREAS, the Watauga County Board of Elections has witnessed a demonstration in the county of the type of voting system being recommended, and has also witnessed a demonstration of at least one other type of voting system certified by the State Board of Elections as required by G.S. 163-165.9(a)(2);

WHEREAS, the Watauga County Board of Elections has requested and received approval from the State Board of Elections prior to replacing any voting system, pursuant to G.S. 163A-165.9(b)(3);

THEREFORE, BE IT RESOLVED that the Watauga County Board of Elections hereby recommends that the Watauga County Board of Commissioners adopt and acquire the following certified voting equipment pursuant to G.S. 163-165.9(a)(1):

Voting Type: Balotar Ballot on Demand (Hand marked paper ballots with ballot marking device for ADA compliance)
Vendor: ES&S / PRINTELECT
Number of Units 12 Balotars
Voting System Cost to County: $71,570
(not including shipping)

Adopted this the 10th day of June 2025.

Michael Behrent, Chair
Watauga County Board of Elections

WATAUGA COUNTY BOARD OF ELECTIONS

County Courthouse ◆ 842 West King Street Boone, North Carolina 28607

A RESOLUTION TO RECOMMEND TO THE WATAUGA COUNTY BOARD OF COMMISSIONERS THE ADOPTION AND ACQUISITION OF VOTING EQUIPMENT

WHEREAS, the Watauga County Board of Commissioners, with the approval of the Watauga County Board of Elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections in accordance with G.S. 163-165.8;

WHEREAS, the cost to acquire a new voting system is substantial.

WHEREAS, the lifetime of the new voting system is impacted by the care in which it is maintained.

WHEREAS, the average age of our election officials is over seventy years old.

WHEREAS, the volume and weight of the voting systems and supplies has continued to grow over the years.

WHEREAS, ensuring the correct items are delivered to the correct voting sites is critical to operations.

THEREFORE, BE IT RESOLVED that the Watauga County Board of Elections hereby recommends that the Watauga County Board of Commissioners adopt and acquire the following voting equipment.

Vendor: PRINTELECT
Number of Units 19 VC EZ CART 3000 @ $1,875 each
Vendor: CALDWELL COUNTY BOARD OF ELECTIONS
Number of Units 2 VC EZ CART 3000 @ $1,600 each

Voting System Cost to County: $38,825
(not including shipping)

Adopted this the 10th day of June 2025.

Michael Behrent, Chair
Watauga County Board of Elections

AGENDA ITEM 11:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

Mr. Tyler Rash, Tax Administrator, will present the Monthly Collections Reports from May 2025 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 May 2025

	Current Month Collections	Current FY Collections	Current FY Percentage	Previous FY Percentage
General County				
Taxes 2024	128,864.63	43,737,957.11	98.39%	98.64%
Prior Year Taxes	52,594.36	571,630.41		
Solid Waste User Fees	15,710.35	3,366,293.64	97.44%	97.31%
Total County Funds	**$197,169.34**	**$47,675,881.16**		
Fire Districts				
Foscoe Fire	2,079.20	693,059.80	98.78%	98.82%
Boone Fire	4,821.52	1,337,981.11	98.52%	98.35%
Fall Creek Service Dist.	33.24	13,789.47	96.80%	95.36%
Beaver Dam Fire	2,135.61	140,251.73	97.29%	95.77%
Stewart Simmons Fire	472.58	445,942.66	99.03%	99.11%
Zionville Fire	1,134.93	156,840.80	97.08%	97.17%
Cove Creek Fire	1,453.28	354,663.97	97.89%	97.80%
Shawneehaw Fire	108.83	164,729.61	98.42%	97.93%
Meat Camp Fire	1,167.44	317,834.31	96.35%	95.99%
Deep Gap Fire	899.96	274,882.03	95.89%	97.90%
Todd Fire	299.29	77,514.13	98.59%	97.76%
Blowing Rock Fire	1,780.31	713,823.61	98.32%	99.10%
M.C. Creston Fire	63.87	7,136.98	92.03%	94.21%
Foscoe Service District	68.97	109,356.60	98.44%	98.92%
Beech Mtn. Service Dist.	0.00	2,770.91	99.44%	99.52%
Cove Creek Service Dist.	0.00	346.14	99.40%	100.00%
Shawneehaw Service Dist	63.32	8,329.43	96.91%	98.21%
Total Fire Districts	16,582.35	4,819,253.29		
Towns				
Boone	16,267.51	9,223,362.77	99.12%	99.34%
Municipal Services	0.00	285,545.84	99.13%	98.94%
Total Town Taxes	**$16,267.51**	**$9,508,908.61**		
Total Amount Collected	**$230,019.20**	**$62,004,043.06**		

Regina Horeck Tax Collections Director

Tyler Rash Tax Administrator

AGENDA ITEM 11:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Rash will present the Refunds and Releases Reports.

Board action is required to accept the Refunds and Releases Reports.

WATAUGA COUNTY

RELEASES - 05/01/2025 TO 05/30/2025

OWNER NAME AND ADDRESS	CAT YEAR BILL EFF DATE VALUE PROPERTY JUR REASON REF NO	CHARGE	AMOUNT
1860980 AIN'T LIFE GRAND ESTATES, LLC	RE 2024 16342 05/22/2025 12,500	F07	6.25
417 LAKEVIEW DR	1971-69-5448-000 F07	G01	39.75
	REFUND RELEASE 12130		---
HAMPSTEAD, NC 28443	HOUSE SITE CHARGED ON INCORRECT PARCEL.		46.00
1853707 LANKFORD, JERROD LEE	RE 2024 43203 05/28/2025 0	F02	204.24
LANKFORD, LAUREN	2920-34-2472-000 F02	G01	1,082.47
708 BIRCH ARBOR CIR	TAX RELEASES 12131	SWF	102.87
	PROPERTY OWNED BY DOT EFFECTIVE 1/1/24.		---
RALEIGH, NC 27604			1,389.58
DETAIL SUMMARY COUNT: 2	RELEASES - TOTAL 12,500		1,435.58

WATAUGA COUNTY

RELEASES - 05/01/2025 TO 05/30/2025

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE		AMOUNT
2024	RE	F02	BOONE FIRE RE	204.24
2024	RE	F07	COVE CREEK FIRE RE	6.25
2024	RE	G01	WATAUGA COUNTY RE	1,122.22
2024	RE	SWF	SANITATION USER FEE	102.87
			2024 TOTAL	1,435.58
			SUMMARY TOTAL	1,435.58

WATAUGA COUNTY

RELEASES - 05/01/2025 TO 05/30/2025

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE			AMOUNT
F02	2024	F02	BOONE FIRE RE		204.24
F02	2024	G01	WATAUGA COUNTY RE		1,082.47
F02	2024	SWF	SANITATION USER FEE		102.87
				F02 TOTAL	1,389.58
F07	2024	F07	COVE CREEK FIRE RE		6.25
F07	2024	G01	WATAUGA COUNTY RE		39.75
				F07 TOTAL	46.00
				SUMMARY TOTAL	1,435.58

AGENDA ITEM 11:

TAX MATTERS

C. Resolution Advancing the Scheduled Pentennial Reappraisal

MANAGER'S COMMENTS:

The County's last property revaluation was 2022 and the next revaluation is scheduled for 2027. The Board needs to formally adopt the resolution advancing the scheduled pentennial reappraisal in accordance with NCGS 105-286 (a)(3).

Board adoption is required to adopt the resolution as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

RESOLUTION ADVANCING THE SCHEDULED PENTENNIAL REAPPRAISAL

WHEREAS, G.S. 105-286(a)(2) provides that any county so desiring may conduct reappraisal of real property earlier than required by the octennial plan outlined by G.S. 105-286(a)(1), and;

WHEREAS, Watauga County's next reappraisal in accordance with G.S. 105-286(a)(1) is scheduled to take effect on January 1, 2027, and;

WHEREAS, Watauga County desires to advance future reappraisals from five to four years in accordance with G.S. 105-286(a)(3);

THEREFORE, BE IT RESOLVED that Watauga County's next reappraisal of real property shall be effective on January 1, 2027, and establishes that future scheduled reappraisals shall occur every four years thereafter.

ADOPTED this the 17th day of June, 2025.

_____

Braxton Eggers, Chairman

Watauga County Board of Commissioners

ATTEST:

_____ (SEAL)

Monica Harrison

Deputy Clerk to the Board

AGENDA ITEM 11:

TAX MATTERS

D. Proposal for Business Personal Property Audit Services

MANAGER'S COMMENTS:

Mr. Rash will request the Board approve GOVTAX's contract in the amount of $25,500 for 34 business personal property audits. The contract is less than the previous provider. Adequate funds have been budgeted in FY 2026 to cover the expense.

Board action is required to approve the contract with GOVTAX in the amount of $25,500 for 34 business personal property audits.

GovTax
Trusted Advisors in Tax Compliance

Proposal for Business Personal Property Audit Services

Prepared for: Watauga County

Prepared by: Chip Bourgeault, President

Date: 04/18/2025

Executive Summary

Government Tax Advisors, LLC (GovTax) is pleased to offer our services in support of Watauga County's mission to ensure fairness and equity in business personal property taxation. We specialize in conducting professional, transparent, and respectful audits that identify underreported property, return revenue to the county, and uphold the integrity of the tax system.

GovTax was founded by Chip Bourgeault & Ryan Vincent. Chip is a 23-year veteran in the field of property tax auditing, with extensive experience managing county audit programs throughout North Carolina. Ryan is the owner of Vincent Valuations, a North Carolina-based appraisal firm specializing in real estate revaluation services and brings 18 years of experience assisting counties with property assessment. With deep operational expertise and longstanding relationships with tax assessors across the state, GovTax combines trusted technical knowledge with a tailored, relationship-first approach.

We propose a collaborative audit program designed to focus on the most meaningful segments of the business personal property tax base. Based on typical program performance and local tax rates, similar engagements often yield a return of three to four times the cost of the audit program.

We would be honored to serve as an extension of your office and a trusted partner in advancing fairness and equity in taxation throughout Watauga County.

Sincerely,

Chip Bourgeault
President, Government Tax Advisors, LLC

GovTax
Trusted Advisors in Tax Compliance

About GovTax

GovTax is a professional services firm focused exclusively on supporting local governments with business personal property tax audit services. We partner with counties to improve taxpayer compliance, recover underreported value, and promote fairness and equity in the local tax base.

Our firm was founded to combine deep audit expertise with a relationship-centered approach, placing a strong emphasis on professionalism, transparency, and client service. Our programs are tailored to the specific goals and tax base of each county, and we work collaboratively with local tax offices to ensure alignment, trust, and consistency throughout every engagement. Every audit program is led directly by GovTax leadership to ensure high-quality results and responsive communication.

Leadership Background

Chip Bourgeault, President of GovTax, brings over 23 years of audit experience, with extensive expertise in North Carolina business personal property tax. He has managed the largest audit programs for counties across the state and has personally led teams performing thousands of audits, developed best-practice workflows, trained audit staff, and maintained trusted partnerships with tax assessors and their teams.

His background includes hands-on oversight of every stage of the audit process, from account selection and taxpayer outreach to audit discovery and defense before local Boards and the Property Tax Commission. He has extensive experience auditing businesses of all sizes and industries and possesses deep knowledge of nationwide compliance practices, industry trends, and state and local tax laws affecting business personal property.

Our Mission

GovTax exists to help counties achieve fairness and equity in taxation by ensuring compliance through professional, respectful audits. We operate as a seamless extension of your office, upholding the standards of your team while delivering high-quality results.

Our Approach

Our audit philosophy is built on professionalism, transparency, and partnership. We recognize that we are acting as an extension of the Tax Assessor's Office, and we take that responsibility seriously. Our approach is designed to balance thoroughness with respect, ensuring that taxpayers are treated fairly while delivering accurate and defensible audit results to the County.

Key elements of our approach include:

- **Structured, transparent methodology**
  Each audit follows a clearly defined process, from taxpayer notification and document request to final discovery or no-change findings. All steps are fully documented, and all workpapers are available for County review at any point.

- **Respectful and educational taxpayer interaction**
  We treat every taxpayer with professionalism and respect. Our auditors are trained to educate business owners and bookkeepers on proper listing practices, not just to enforce compliance. This reduces friction and improves future accuracy.

- **Collaborative program design**
  We work with each County to determine audit volume, account selection criteria, and communication preferences. Programs are tailored to your staffing, budget, and compliance needs.

- **Appeal support included**
  All appeal defense, from informal reviews to Board hearings and the Property Tax Commission, is included in our audit fee. Our auditors stand behind their work and are fully prepared to represent the County throughout the process.

- **Direct leadership involvement**
  Every GovTax program is led by firm leadership. County staff always have access to a decision-maker and subject matter expert, ensuring clear communication and reliable follow-through.

Audit Workflow

Our audit process is structured to ensure consistency, transparency, and partnership with the County and its taxpayers. Every step is documented, reviewed, and approved to uphold the County's authority and ensure taxpayer confidence in the process.

1. County Selection and File Setup

The County determines which accounts to audit based on its goals, priorities, or areas of concern. Methodology of selection may include, but are not limited to, assessed value tiers, industry type, identified compliance concerns, and time since last audit. Once selected, GovTax builds each file into our internal system, preparing for scheduling, documentation, and tracking throughout the audit.

2. Initial Taxpayer Notification

We send an introductory letter to the taxpayer, clearly identifying the partnership between GovTax and the County and explaining that their account has been selected for audit. This letter allows the taxpayer to verify the legitimacy of the audit and encourages them to begin gathering relevant documentation. It also provides early notice before scheduling begins, minimizing surprise and improving cooperation.

3. Appointment Scheduling and Document Request

Following the initial letter, our audit team contacts the taxpayer to formally schedule the audit and request supporting documentation. We aim to establish a mutually convenient date and time, typically within a reasonable window. Once scheduled, we send a formal appointment letter confirming the date, time, and location of the audit, along with a checklist of the documents to be reviewed.

4. Audit Fieldwork

The audit itself includes a thorough review of the taxpayer's records, including fixed asset listings, general ledgers, depreciation schedules, prior tax listings, and other financial documents. Our auditors collaborate directly with the taxpayer or their representative to review and reconcile the reported data.

In many cases, a **site inspection** is also conducted to verify assets in use and confirm that listed assets match physical inventory. Site visits can also help determine whether expensed items are being held beyond the year of deduction or clarify whether specific assets should be considered taxable based on context of use. This is particularly helpful when asset names are vague or ambiguous, and physical inspection is needed to classify them properly.

5. Post-Audit Review with Taxpayer

After completing the audit, our auditor conducts a final review meeting with the taxpayer. We explain the findings, answer questions, and guide them through the reasoning behind any adjustments. This review promotes transparency and gives the taxpayer a clear understanding of the results before any formal correspondence is issued.

6. Issuance of Results

Based on the outcome of the audit, the County sends either a **Discovery Letter** (if material discrepancies are identified) or a **No Change Letter** (if no material discrepancies are identified). All formal correspondence is prepared by GovTax but issued under the County's authority.

7. Appeals Process and Support

If the taxpayer disagrees with the audit findings, they may appeal. GovTax provides full support throughout the appeal process, including informal reviews, Board of Equalization and Review hearings, and representation before the Property Tax Commission (PTC) if necessary. Where appropriate, GovTax will revise audit findings based on additional information, clarifications, or supporting documentation provided by the taxpayer. Our goal is to ensure that every audit outcome is accurate, defensible, and aligned with the applicable statutes and County guidance.

8. County Oversight Throughout

At every stage, GovTax operates under the direction and approval of the County. **All formal letters are reviewed and approved by the Tax Office before being sent to the taxpayer.** This ensures the County retains full control over the process and that GovTax is always operating within the scope of authority. This level of oversight also protects the County during appeals by demonstrating that all audit actions were taken under its direction.

9. Reporting and Communication

Throughout the program, GovTax maintains clear and consistent communication with the County to ensure transparency and oversight. We provide Excel-based progress reports that summarize the status of each audit, including scheduling, findings, and final outcomes. All audit documentation is organized and delivered, including reconciliations, supporting schedules, and summary reports. Each engagement is managed under the direct oversight of Chip Bourgeault, ensuring continuity, responsiveness, and accountability at every stage of the audit process.

Account Analysis

Based on the County's account data, there are 1,505 business personal property listings. To support audit planning, we have grouped these accounts into assessed value tiers to help visualize the distribution of the tax base. **We recommend prioritizing audits on the 469 accounts with an assessed value of $50,000 or more.** While these accounts represent only 31% of listings by count, they comprise 93% of the County's total assessed business personal property value. This concentration of value makes them the most impactful group to review from both an equity and fiscal responsibility standpoint.

Accounts in Tier 0 are often managed internally by counties or referred selectively for audit where specific risk indicators or reporting concerns exist.

Tax Roll Analysis			
Tier	**Assessed Value Range**	**Count**	**% of Total**
Tier 0	$0 – $49,999	1,036	68.84%
Tier 1	$50,000 – $399,999	371	24.65%
Tier 2	$400,000 – $999,999	62	4.12%
Tier 3	$1,000,000 – $4,999,999	34	2.26%
Tier 4	$5,000,000 – $9,999,999	2	0.13%
Tier 5	$10,000,000 – $24,999,999	0	0.00%
Tier 6	$25,000,000 – $49,999,999	0	0.00%
Tier 7	$50,000,000 – $99,999,999	0	0.00%
Tier 8	$100,000,000 and up	0	0.00%
Total		**1,505**	**100.00%**

GovTax
Trusted Advisors in Tax Compliance

Proposed Audit Program for the County

34 Audits per year at $750 per audit

Total annual cost of $25,500

GovTax proposes a business personal property audit program consisting of 34 audits per year, billed at a flat rate of $750 per audit. The proposed tier distribution emphasizes the portion of the account base that represents the highest concentration of assessed value. This approach promotes fairness by aligning audit efforts with the most fiscally significant segments of the tax roll, while maintaining a cost-effective balance between equity and administrative return. At this annual volume all accounts over $50,000 in assessed value would effectively be audited over a 13 year period.

Recommended Annual Program		
Tier	**Assessed Value Range**	**Annual Recommended Audits**
Tier 0	$0 – $49,999	As selected by county
Tier 1	$50,000 – $399,999	27
Tier 2	$400,000 – $999,999	5
Tier 3	$1,000,000 – $4,999,999	1
Tier 4-8	$5,000,000 and up	1
TOTAL		**34**

Final selection will be made in collaboration with the County Tax Office to ensure transparency and alignment with internal priorities. The county may include Tier 0 accounts for audit as they deem appropriate.

All audit labor, travel, and appeal support included. The County is only responsible for postage and record access.

GovTax
Trusted Advisors in Tax Compliance

Why Counties Choose GovTax

- ✓ 23 years of NC audit experience and assessor relationships
- ✓ Professional, transparent, and respectful audit approach
- ✓ Direct oversight by Chip Bourgeault
- ✓ Flexible pricing and tailored program design
- ✓ Full appeal support through the Board and PTC
- ✓ Excel-based audit tracking and documentation
- ✓ Trusted by peers in local government

Next Steps

We appreciate your consideration and look forward to the opportunity to support Watauga County's audit program. To move forward, the following steps will help us formalize the engagement:

1. Confirm interest and preferred pricing option

2. Finalize audit volume and kickoff date

3. Review and execute agreement

4. Provide access to listings for account selection

5. Schedule program kickoff

Contact:

Chip Bourgeault
President, Government Tax Advisors, LLC
704-840-8972
Chip@GovTaxAdvisors.com

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AGENDA ITEM 11:

TAX MATTERS

E. Board of Equalization and Review Hearing Dates

MANAGER'S COMMENTS:

Mr. Rash will request the Board approve Monday, June 30th at 9:00 AM for a Board of Equalization and Review appeal.

Board action is required to schedule Monday, June 30th at 9:00 AM for a Board of Equalization and Review appeal.

WATAUGA COUNTY TAX ADMINISTRATION

Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607
(828) 265-8021 – FAX (828) 264-3230

MEMORANDUM

TO: Deron T. Geouque

FROM: Tyler Rash

SUBJECT: 2025 Board of Equalization and Review Hearing Dates

DATE: June 9, 2025

I'd like to address the County Commissioners at the June 17th meeting to discuss the meeting time for Board of E & R.

An additional meeting date is needed for an appeal. I propose Monday, June 30th at 9am.

Thank you.

AGENDA ITEM 11:

TAX MATTERS

F. License Plate Agency Contract Renewal

MANAGER'S COMMENTS:

Mr. Rash will request Board approval to submit the renewal application for the License Plate Agency.

Board action is required to authorize the submittal of the renewal application for the Licenses Plate Agency.

WATAUGA COUNTY TAX ADMINISTRATION

Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607
(828) 265-8021 – FAX (828) 264-3230

MEMORANDUM

TO: Deron T. Geouque

CC: Monica Harrison, Assistant Clerk to the Board

FROM: Tyler Rash

SUBJECT: LPA Contract Application

DATE: June 13, 2025

I'd like to address the County Commissioners at the June 17, 2025 meeting for approval to reapply for the county LPA contract as the current 10-year contract expires December 2025.
The application deadline is June 27, 2025

Thank you.

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Budget Amendments

MANAGER'S COMMENTS:

Deron Geouque, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.

WATAUGA COUNTY
FINANCE OFFICE
814 West King St., Suite 216, Boone, NC 28607 Phone (828) 265-8007

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Watauga County Finance Office
SUBJECT: Budget Amendments
DATE: June 12, 2025

The following budget amendment requires the approval of the Watauga County Board of Commissioners. Board approval is requested.

Account #		Description	Debit	Credit
143300	343010	Emergency Placement Fund Revenue		39,800
145410	440810	Emergency Placement Fund Expense	39,800	

To recognize DSS grant for emergency placement from N.C. Department of Health and Human Services, no County match is required.

103300	343324	EM DRMG Grant		40,239
104330	449921	EM DRMG Grant Expense	40,239	

Per Board action taken 6/18/24; to recognize the Disaster Relief and Mitigation Fund Grant award.

103612	333200	Donations		70,000
106124	451000	Capital Outlay-Furniture & Equipment	70,000	

Per Board action taken 7/16/24; to recognize the donation for weight training equipment.

103300	349606	Soil & Water DWR Grant		165,000
104960	449922	DEQ DIV Water Resource Grant	165,000	

Per Board action taken 9/3/24; to recognize the acceptance of Soil and Water pass-through grants.

103300	349607	S&W DWR Dutch Creek Grant		326,000
104960	449923	NCDWR Dutch Creek Grant	326,000	

Per Board action taken 9/3/24; to recognize the acceptance of Soil and Water pass-through grants.

103300	345000	ROAP Grant		185,401
104500	469845	Elderly and Disabled	73,258	
104500	469844	Employment Transportation	14,667	
104500	469843	Rural General Populations	97,476	

To recognize the acceptance of the NC DOT Rural Operating Assistance Program funds. No County dollars are required as a match.

143583	344090	D-Rental Assistance		1,254
145410	440813	D-Rental Assistance Expense	1,254	
143583	344091	D-Essential Services CW		42,017
145410	440811	D-Essential Services CW Expense	42,017	
143583	344092	D-Essential Services AS		9,724
145410	440812	D-Essential Services AS Expense	9,724	
143583	344093	D-Utility Assistance		131,966
145410	440814	D-Utility Assistance Expense	131,966	

NC Dept. of Health and Human Services allocated funds to assist with emergency expenses due to Hurricane Helene.

103300	359154	America 250NC Grant		10,000
105890	463154	America 250NC Grant Expense	10,000	

Per Board action taken 2/6/24; to recognize the America 250 NC Grant award.

104950	458000	Capital Outlay-Building	67,379	
103300	349511	Tobacco Trust Fund Grant		67,379

Per Board action taken 11/19/24; to recognize the acceptance of the Tobacco Trust Fund grant funds for the greenhouse project.

669800	498067	Transfer to Capital Reserve	66,445	
673980	398066	Transfer from Landfill		66,445

Per Board action taken 1/21/25; to setup the Capital Reserve Fund for transfer station required by State law and DEQ.

554199	469500	Contracted Services	10,000,000	
553300	389000	Misc. Disaster Revenues		10,000,000

Per Board action taken 10/15/24; to setup the Disaster Fund to track Hurricane Helene FEMA expense.

105911	470031	Classroom presentation technology	80,000	
105911	470060	HVAC/sewer pumps	25,000	
105911	470080	Technology devices	300,000	
105911	470081	Heavy vehicle lift	75,000	
105911	470059	Security cameras	25,000	
105911	470082	Classroom, bathrooms, decking renovations	15,000	
105911	470073	Playground updates	30,000	
103980	398121	Transfer from Capital Projects Fund		550,000
213991	399101	Fund Balance Appropriation		550,000
219800	498010	Transfer to General Fund	550,000	

Per Board action taken 2/4/25; to transfer funds for capital needs from the Capital Reserve for the School System.

103300	332004	Senior Center Grant		14,855
105550	449900	Senior Center Grant Expenses	14,855	

Per Board action taken 2/7/25; to recognize the acceptance of the Senior Center grant funds. County dollars required as match funds are already in the POA budget.

103300	332006	Senior Health Info Grant		3,030
105550	449901	Senior Health Information Program	3,030	

Per Board action 2/18/25; to recognize the acceptance of the Senior Health Insurance Information Program (SHIIP) Medicare Improvements for Patients and Providers Act (MIPPA) grant funds. No County dollars are required as matching funds.

103300	349616	STRAP grant		200,000
104960	449919	STRAP grant - stream restoration	200,000	

To recognize the Streamflow Rehabilitation Program (STRAP) project from NC Dept of Agriculture and Consumer Services - Division of Soil and Water Conservation; Board approved the grant July 19, 2022.

103300	333000	JCPC state grant funds		30,769
105890	463144	WYN/YRC-JCPC	30,769	

Additional state JCPC discretionary funds awarded 4/16/25 to Western Youth Network for a vehicle.

104140	469507	Contracted Business Audits	39,000	
103101	312010	Current Year Tax Collections		39,000

To recognize additional funds needed for business audits due to a clerical error in FY 25's budget.

533839	389420	Opioid settlement		686,140
533839	525405	Opioid disbursements	686,140	

To recognize Opioid settlement awards funded per the BOC meeting August 6, 2024.

106125	429802	Other Supplies-Little League		3,000
103612	333200	Donations	3,000	

To recognize donation from Tar Heel Leagues for Little League baseball equipment.

104210	444000	Service & Maintenance Contract		22,000
103300	344210	IT Cybersecurity Grant	22,000	

Per Board action taken 9/5/23; to recognize the acceptance of the State and Local Cybersecurity Grant Program (SLCGP) grant funds for implementing multifactor authentication (MFA).

554199	569500	Contracted Services	895,478	
553831	389999	Cash Flow Loan		895,478

Per Board action taken 4/1/25; to recognize receiving the Cash Flow Loan from NC State Treasurer.

104330	469901	Foscoe Fire Dist Sales Tax Distribution	130,000
104330	469903	Fall Creek Fire Dist Sales Tax Distribution	2,500
104330	469904	Beaver Dam Fire Dist Sales Tax Distribution	27,000
104330	469905	Boone Fire Dist Sales Tax Distribution	230,000
104330	469906	Zionville Fire Dist Sales Tax Distribution	30,000
104330	469907	Cove Creek Fire Dist Sales Tax Distribution	61,000
104330	469908	Stewart Simmons Fire Dist Sales Tax Distribution	80,000
104330	469910	Meat Camp Fire Dist Sales Tax Distribution	60,000

104330	469911	Todd Fire Dist Sales Tax Distribution	16,000	
104330	469912	Blowing Rock Fire Dist Sales Tax Distribution	114,000	
104330	469913	Shawneehaw Fire Dist Sales Tax Distribution	32,000	
104330	469919	Creston Fire Dist Sales Tax Distribution	3,200	
104330	469924	Deep Gap Fire Dist Sales Tax Distribution	50,000	
103311	323500	Medicaid hold harmless funds		271,000
103311	389915	Sales Tax Revenue reimbursement from Towns		564,700

To recognize additional projected sales tax distribution above original budget.

103200	326600	ABC bottle tax		2,500
105890	469848	Blue Ridge Mediation - ABC funds	2,500	

To record additional bottle tax funds received.

243102	312100	Current year taxes Boone		40,000
243102	312101	Current year taxes Foscoe special district		1,000
243102	312107	Current year taxes Cove Creek special district		500
243102	312108	Current year taxes Shawneehaw special district		1,000
243102	312105	Current year taxes Beech Mountain special district		250
244340	469901	Pay to fire district-Foscoe	1,000	
244340	469905	Pay to fire district-Boone	40,000	
244340	469907	Pay to fire district-Cove Creek	500	
244340	469908	Pay to fire district-Shawneehaw	1,000	
244340	469998	Pay to fire district - Beech Mountain	250	
283102	312101	Current year taxes Foscoe		60,000
283102	312103	Current year taxes Fall Creek		2,000
283102	312104	Current year taxes Beaver Dam		20,000
283102	312104	Current year taxes Stewart Simmons		80,000
283102	312106	Current year taxes Zionville		20,000
283102	312107	Current year taxes Cove Creek		4,000
283102	312108	Current year taxes Shawneehaw		20,000
283102	312109	Current year taxes Meat Camp		30,000
283102	312110	Current year taxes Deep Gap		30,000
283102	312111	Current year taxes Todd		5,000
283102	312112	Current year taxes Blowing Rock		90,000
283102	312119	Current year taxes Meat Camp/Creston		2,000
284340	469901	Pay to fire district-Foscoe	60,000	
284340	469903	Pay to fire district- Fall Creek	2,000	
284340	469904	Pay to fire district-Beaver Dam	20,000	
284340	469905	Pay to fire district-Stewart Simmons	80,000	
284340	469906	Pay to fire district-Zionville	20,000	
284340	469907	Pay to fire district-Cove Creek	4,000	
284340	469908	Pay to fire district Shawneehaw	20,000	
284340	469909	Pay to fire district-Meat Camp	30,000	
284340	469910	Pay to fire district-Deep Gap	30,000	

284340	469911	Pay to fire district-Todd	5,000	
284340	469912	Pay to fire district-Blowing Rock	90,000	
284340	469919	Pay to fire district - Meat Camp/Creston	2,000	

To recognize additional projected fire tax distribution above original budget.

293270	312009	Occupancy Tax Revenues		1,000,000
294140	469900	Watauga County Dist U TDA	10,000	
294140	449900	Administrative Collection Fee	990,000	

To recognize additional projected occupancy tax revenues above original budget.

313839	395123	Fines and forfeitures		40,000
315911	463200	Board of Education	40,000	

To record additional fines and forfeitures above original budget.

754400	469163	Representative 163	1,000	
754400	469214	Representative 214	1,500	
754400	469216	Representative 216	500	
754400	469225	Representative 225	3,500	
754400	469227	Representative 227	20,000	
754400	469229	Representative 229	2,000	
754400	469230	Representative 230	30,000	
754400	469231	Representative 231	35,000	
754400	469234	Representative 234	15,000	
754400	469235	Representative 235	10,000	
754400	469236	Representative 236	10,000	
754400	469237	Representative 237	10,000	
753212	369163	Representative 163		1,000
753212	369214	Representative 214		1,500
753212	369216	Representative 216		500
753212	369225	Representative 225		3,500
753212	369226	Representative 226		20,000
753212	369229	Representative 229		2,000
753212	369230	Representative 230		30,000
753212	369231	Representative 231		35,000
753212	369234	Representative 234		15,000
753212	369235	Representative 235		10,000
753212	369236	Representative 236		10,000
753212	369237	Representative 237		10,000

To recognize additional DSS clients.

104283	457002	Howards Knob park project	2,106,708	
103300	XXXXXX	Part F/Grants Howards Knob		2,106,708

Per Board action taken 9/17/24; to recognize receiving Howards Knob park project, no County match is required.

104284	435199	Old Cove Creek Hurricane Helene repairs	500,000	
103839	388500	Insurance Proceeds		500,000

To recognize insurance proceeds to cover Old Cove Creek hurricane repairs.

233317	343109	Sheriff State Substance Abuse Tax revenue		9,889
234340	444000	Service maintenance contracts	9,889	

To recognize additional funds received from the State Substance Abuse Tax

519800	498021	Transfer to Capital Projects Fund	242,036.99	
519391	399102	Fund Balance Appropriated		242,036.99
213980	398151	Transfer from American Rescue Plan Grant		242,036.99
219930	449211	Future County Buildings	242,036.99	

To close out the American Rescue Plan Grant Project Fund. Investment earnings are allowed to be utilized for County expenditures.

563839	389420	McKinsey Opioid revenues		9,889
565110	525405	McKinsey Opioid expenses	9,889	

To recognize McKinsey opioid settlement funds

103300	3496XX	S&W DWR Green Valley Stream Restoration		61,550
104960	4499XX	NCDWR Green Valley Stream Restoration	61,550	
103300	3496XX	S&W DWR Pine Orchard Creek		186,210
104960	4499XX	NCDWR Pine Orchard Creek	186,210	

Per Board action taken 9/3/24; to recognize the acceptance of Soil and Water pass-through grants.

104311	451008	Capital outlay - towers	5,000,000	
213991	399101	Fund Balance Appropriation		5,000,000
219800	498010	Transfer to General Fund	5,000,000	
103980	398121	Transfer from Capital Projects Fund		5,000,000

To transfer from CIP to cover capital outlay for emergency services towers.

104273	458000	Capital outlay - parking deck	125,000	
213991	399101	Fund Balance Appropriation		125,000
219800	498010	Transfer to General Fund	125,000	
103980	398121	Transfer from Capital Projects Fund		125,000

To transfer from CIP to cover the parking deck change order.

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AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

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

MANAGER'S COMMENTS:

Appalachian State University is requesting a renewal of the Human Services Parking Lot Agreement. The term is from September 6, 2025 through December 20, 2025. The amount of the lease is $5,000. The University did express interest in a longer term.

Staff seeks direction from the Board.

WATAUGA COUNTY, NORTH CAROLINA

and

APPALACHIAN STATE UNIVERSITY

USE AGREEMENT

THIS USE AGREEMENT ("Agreement"), made and entered into as of the second signature below ("Execution Date") by and between Watauga County ("County"), and Appalachian State University, a constituent institution of the University of North Carolina ("University"). Watauga County and Appalachian State University may each be referred to herein individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, Appalachian State University desires to utilize the parking lot at 132 Poplar Grove Road Connector as set forth below;

WHEREAS, the Board of County Commissioners has resolved to allow Appalachian State University use of the parking lot at 132 Poplar Grove Road Connector for the term set forth below; and

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, said County does hereby agree to allow University to use parking spaces marked by lines in paved lots in the parking lot located at 132 Poplar Grove Road Connector, Boone, lying and being in Watauga County, North Carolina.

The terms and conditions of this Agreement are as follows:

1. **TERM**: The Parking lot located at 132 Poplar Grove Road Connector shall be available to University for the pre- and postgame events during the 2025 football season. Such dates and times shall be determined in accordance with University's football schedule. Notice of game dates and times shall be provided to the County prior to the event. The term of this Agreement shall extend from September 6, 2025 through December 20, 2025.

2. **PAYMENTS:** University shall pay to the County for the use of said lot the sum of Five Thousand Dollars ($5,000) in one lump sum payment, annually, for the use of the premises. Such payment shall be made every year before the start of the first event. The University shall be responsible for providing security on the dates of use during the term of this Agreement and for removing all unauthorized vehicles. University is responsible for ensuring that no individuals shall enter any structures or buildings located on the premises. County shall provide a parking pass to each individual who pays for the use of the parking facilities, which shall include indemnification language. University shall also provide portajohns for use at the lot on event dates.

3. **USE OF PREMISES:** 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. University agrees there shall be no tailgating, no consumption of alcohol, no open flame, and no picnicking at the parking lot

located at 132 Poplar Grove Road Connector. The University shall only use the agreed-upon space for the parking of vehicles for the football game festivities and for the purposes as set forth above, and shall be responsible for providing employees of the University who will secure the premises, the occupants, and the property during the time period of this Agreement and until the property is vacated by any and all persons, vehicles, or remnants of use by University, its sub-University, assigns and authorized or unauthorized users. Upon the end of this Agreement, University shall return the premises to an equal to or better-than condition than it was as of the start date of the Agreement. Specifically, the University shall be responsible for towing unauthorized users of the space. University shall bear the sole cost of removal and towing for any vehicle left on the premises at the termination of the Agreement.

4. **ALTERATIONS:** The University shall not paint or decorate the premises or make any alterations, additions or improvements in or to the premises without the County's prior written consent, and then only in a workmanlike manner using materials and contractors approved by the County. All such work shall be done at the University's expense and at such times and in such manner as the County may approve. All alterations, additions, and improvements upon the premises, made by either the County or the University, shall become the property of the County and shall remain upon and become a part of the premises at the end of the use.

5. **INDEMNIFICATION:** To the extent permitted by law, University agrees to indemnify and hold harmless County from any liability arising from any breach of contract or any other action related to, or incidental to, the performance of this contract. The parties to this Agreement agree that nothing in this Agreement constitutes a waiver of University's sovereign immunity, and that University's obligations in this paragraph shall be limited to the extent and manner of recovery provided in North Carolina's State Tort Claims Act, N.C. Gen. Stat.§ 143-291, *et. seq.*

6. **INSURANCE:** University represents and warrants that it is self-insured with respect to tort claims and shall remain self-insured therefor to the extent permitted by North Carolina law for the entire term of this Agreement. A certificate of insurance shall be provided to the County upon request.

7. **DESTRUCTION OF OR DAMAGES TO PREMISES:** If the premises are destroyed by storm, fire, lightening, earthquake or other casualty, or if the spaces become unavailable or unusable for any reason whatsoever, this Agreement shall terminate as of the date of such destruction or unavailability and Agreement shall be accounted for as between the County and the University as of that date. If the premises are damaged, but not wholly destroyed by any such casualties, payment shall abate in such proportion as effective use of the premises has been affected.

8. **GOVERNMENT ORDERS:** University agrees to comply promptly with all requirements of any legally constituted public authority made necessary by reason of University's use of the premises or any other person/entity's use of the premises on University's behalf. In the event a governmental authority, private action, or any other event occurs, which imposes a requirement upon the County, which would result in a hardship to County to remedy, the County may declare this Agreement void and the term of this Agreement shall cease.

9. **EVENTS OF DEFAULT:** The happening of any one or more of the following events (hereinafter any one of which may be refe1red to as "Event of Default") during the term of

this Agreement, shall constitute a breach of this Agreement on the part of the University;

(a) University fails to make payments as provided for herein;

(b) University fails to comply with or abide by and perform any other obligation imposed upon University under this Agreement; or any unlawful or unauthorized use of the premises occurs, as set forth in paragraph above, entitled "Use of Premises."

(c) A permanent receiver is appointed for University's property and such receiver is not removed within sixty (60) days after written notice from County to University to obtain such removal;

(d) University, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the payment or any part thereof is, or is proposed to be reduced or payment thereof deferred;

(e) University makes an assignment for benefit of creditors;

(f) Any other violation of the terms and conditions of the Agreement.

10. **TERMINATION**: Either Party to this Agreement may terminate this Agreement at any time, and for any reason, by providing thirty (30) days notice to the other party.

11. **COUNTY'S ENTRY OF PREMISES:** At any time during University's use, County or any representative of County may enter the premises to inspect the premises, exhibit it to prospective University/Purchasers, and to make repairs.

12. **NOTICES:** All notices required or permitted under this Agreement shall be in writing and shall be personally delivered to or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to University shall be delivered or sent to the address shown at the beginning of this Agreement with a copy sent to Appalachian State University, Office of General Counsel, Attn: General Counsel, ASU Box 32126, Boone, North Carolina 28608-2126.

13. **NO BAILMENT CREATED:** No bailment is created by this agreement, and County assumes no liability, whatsoever, for any vehicle, any person located therein, any personal property on the premises, or any item in a vehicle, or any person being in or parked on the premises except to the extent that any such damage or injury occurs due to the negligence or intentional acts of County or its officers, employees or agents. Nothing in this Agreement shall constitute a waiver of the County's governmental immunity.

14. **ENTIRE AGREEMENT:** This Agreement 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 Agreement may not be modified except by a writing signed by all of the parties hereto. This Agreement shall supersede any prior agreement made between the parties, relating to the subject matter of this agreement, whether oral or in writing.

15. **NONWAIVER:** Failure of the County to insist upon strict compliance with the Agreement at any point shall not be construed as a waiver of any terms contained in his Agreement or prohibit full enforcement of the rights contained in the Agreement herein.

16. **ASSIGNMENT:** The University shall not assign this Agreement or sublet the premises in whole or in part.

17. **GENERAL RULES AND REGULATIONS:**

    (a) No boats, trailers, or campers shall be parked in the parking area;

    (b) No trash or personal property shall be left on the property. University Agreements the spaces as designated herein only. Any trash, vehicles or personal property left on the premises will be removed at the University's expense.

    (c) Portable toilet facilities shall be provided by the University at its sole expense in both parking lot locations in amounts sufficient for the comfort of those utilizing the premises.

IN TESTIMONY WHEREOF, the said parties of the first and second part herein, have hereunto set their hands and affixed their seals, the day and year first above written.

WATAUGA COUNTY	**APPALACHIAN STATE UNIVERSITY**
_____	_____
By: Deron Geouque County Manager	By: Doug Gillin Director of Athletics
_____	_____
Date Signed	Date Signed

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AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards and Commissions

MANAGER'S COMMENTS:

Watauga County Board of Adjustment

The Board of Adjustment received notice from Virginia "Ginny" Nilles that she is resigning from her position effective immediately. Ginny served in the alternate member position. There are no recommendations from the Board of Adjustment at this time and no volunteer applications have been received.

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AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER'S COMMENTS:

The first regular meeting in July has been cancelled; therefore, the next Board of Commissioners Meeting will be held on Tuesday, July 17, 2025, at 5:30 P.M.

WATAUGA COUNTY

Department of Planning & Inspections

126 Poplar Grove Connector Suite 201 • Boone, North Carolina 28607 (828) 265-8043
TTY 1-800-735-2962
Voice 1-800-735-8262
or 711
FAX (828) 265-8080

Memorandum

Date: June 9, 2025
To: Watauga County Board of Commissioners
Deron Geouque, County Manager
Vacant, Clerk
From: Jason Walker, Director of Planning & Inspections
Re: Board of Adjustment - Vacancy

We have received notice from Virginia "Ginny" Nilles that she is resigning from her position on the Board of Adjustment, effective immediately. Ginny served in the alternate member position.

This resignation creates a vacancy that will need to be filled. We will begin the process of identifying and recruiting prospective candidates to serve in this role.

Please share any recommendations or interested individuals as we move forward with this effort.

AGENDA ITEM 13:

BREAK

AGENDA ITEM 14:

CLOSED SESSION

Attorney/Client Matters per, G. S. 143-318.11(a)(3)
Land Acquisition – G. S. 143-318.11(a)(5)(i)

AGENDA ITEM 15:

POSSIBLE ACTION AFTER CLOSED SESSION

Additional information presented during the board meeting

North Carolina Department of Agriculture and Consumer Services
N.C. Forest Service
Watauga County Office
971 West King Street
Boone, NC 28607
828-726-7172

Steven W. Troxler
Commissioner

Gregory M. Hicks
Assistant Commissioner

NCFS Watauga County
971 West King St
Boone, NC 28607
6/17/2025

North Carolina Forest Service Mission Statement
"To Protect, Manage, and Promote Forest Resources for the Citizens of North Carolina"

Dear Watauga County Commissioners,

As the Watauga County Ranger my staff and I have been involved in all aspects of our mission statement within Watauga County since my arrival in early 2020. I take great pride in serving the community and its citizens to the very best of my ability. Below is a snapshot of how we have impacted Watauga County citizens in a positive way.

Forest Protection since 2020

We have responded to 345 fire calls compared to 101 calls for the previous 5 years, which is a 241% increase in call volume. Of those calls we responded to 127 were wildland fires requiring suppression action. There have been 548 acres affected with no structures lost, damaged or personal injuries reported. With the suppression efforts we protected 226 homes and 146 structures with an estimated value of $103 million and $7.2 million respectively. We have performed two RX burns totaling 21 acres and have completed 3 mechanical hazard mitigation/defensible space projects covering about 10 acres.

Forest Management since 2020

My office has produced 147 written plans for county landowners. 131 were Forest Management and 16 were Urban management plans accounting for 8,429 acres. Of these there have been 32 plans covering 1200 acres to address Hurricane Helene damage to date with more requests pending. We have assisted 42 landowners with their urban/shade trees. We have performed water quality inspections on 22 active harvest operations totaling 589 acres with no site remaining Out of Compliance with Forest Practice Guidelines.

Forest Promotion/Outreach since 2020

We have participated in 126 outreach events including newspaper interviews about wildfires and fire safety tips, tree health presentations, Firewise home protection presentations and multiple wildland fire training courses through CCC&TI including certifying approximately 50 county firemen and 30 ASU students in Basic Wildland Fire. I have done multiple Firewise home protection presentations for large developments and numerous smaller/individual homes and just presented Powderhorn Mountain with their official Firewise recognition this past weekend.

Wildland Fire/All Hazard Assignments

I have been called to assist in locations outside Watauga County on 7 different dispatches. 4 were within NC for wildfire and hurricane response and 3 were fire assignments in other states (WA, LA, CA).

NCFS as an agency responded to Hurricane Helene in Watauga County by sending multiple crews and equipment to Watauga County and assisted immediately after the water had receded. We assisted in opening and gaining access to DOT roads, private roads and driveways, along with critical communication infrastructure and other life safety missions. We built 1 footbridge for a landowner to gain access to their property.

Discuss current year fire numbers and potential challenges from Hurricane Helene (reference image below)

Respectfully,

Andrew Harsey
Watauga County Ranger
North Carolina Forest Service
828-726-7172
andrew.harsey@ncagr.gov

Acres of major non-urban forest damage from Helene in western NC

County	Major severe conifer damage	Major severe deciduous damage	Likely major forest damage	Possible major forest damage	Overall acres with severe/major damage
Ashe	1,140	519	17,333	38,205	57,196 *(29.9%)*
Mitchell	3,029	4,517	22,457	26,386	56,390 *(48.2%)*
Watauga	1,004	663	13,806	30,809	46,282 *(31.6%)*
Buncombe	**1,830**	**2,502**	**14,015**	**26,817**	**45,163** *(16.9%)*
Yancey	1,348	1,450	12,402	29,234	44,433 *(26.5%)*
Avery	1,175	933	14,341	27,900	44,348 *(35.3%)*
Jackson	360	49	2,730	22,892	26,031 *(10.0%)*
Haywood	501	163	3,160	22,037	23,862 *(8.7%)*
McDowell	1,205	1,100	6,552	14,954	23,810 *(10.5%)*
Transylvania	410	75	2,084	17,133	19,703 *(9.8%)*
Henderson	1,225	395	3,723	13,874	19,218 *(13.3%)*
Burke	1,316	238	2,068	8,793	12,414 *(5.4%)*
Madison	156	165	1,581	8,823	10,725 *(4.6%)*
Alleghany	272	58	1,756	8,424	10,509 *(12.5%)*
Caldwell	490	137	1,022	6,519	8,168 *(3.7%)*

Budget Update:

4/15/2025 Senate Proposed Budget released with no support towards NCFS post Helene wildfire needs , recurring or non-recurring.

5/19/25 House proposed budget released with no support towards NCFS post Helene wildfire needs , recurring or non-recurring.

5/19/25 Gov. Stein released his recommendations for Hurricane Helene Recovery. Full support of NCFS Post Helene wildfire needs, recurring and non-recurring.

E2 Wildfire Response and Prevention

Provides funds to the North Carolina Forest Service (NCFS) for essential equipment and personnel needed to respond to and control wildfires in the Helene-affected region, as well as prevent future wildfires. Damage from Hurricane Helene has created significant additional fire risk for the 2025 fire season. The funding will be used to hire two hand crews (44.0 FTE), heavy equipment operators (4.0 FTE), and county forest rangers (11 FTE) to respond to fires, perform prescribed burns, and remove storm debris (fuel) to reduce the intensity of wildfires; cover on-call and overtime pay; enter into contracts for external capacity and resources; replace aging equipment (including repair and replacement of an out-of-service helicopter) and make adjustments for aviation fleet operating cost increases. This also provides recurring funds to the NCFS for the Wildfire Weather and Fuels Intelligence Program for one FTE and to upgrade and maintain the Fire Weather Intelligence Portal. The program provides firefighters and the public with information on how to safely conduct prescribed burns, as well as prevent and control wildfires. Of the total funds provided, $11,345,500 is recurring.

Req.	$	37,647,500
Rec.	$	37,647,500
NetApp.	$	-

5/21/25 HB 1012 "Disaster Recovery Act of 2025 – Part II" released. Partial support towards NCFS Post Helene Wildfire Needs. Non-recurring only.

- "Fifteen million dollars ($15,000,000) for the North Carolina Forest Service. Of these funds, ten million dollars ($10,000,000) shall be used for contract services for firefighters, grading, and other fire response services for wildfires in the affected area, and five million dollars ($5,000,000) for the purchase of equipment to respond and fight wildfires in the affected area."

Summary Of Fires By Cause (Calendar Year)														
CYear	UNK	Camping	Children	Debris Burning	Incendiary	Lightning	Machine Use	Misc.	Railroad	Smoking	Undetermined	Total	Acres Burned	Average
2000	0	0	1	11	2	1	1	8	0	0	0	24	107.4000	4.4750
2001	0	1	3	12	8	1	2	11	0	1	0	39	217.7000	5.5821
2002	0	0	1	18	4	3	4	3	0	0	0	33	96.3000	2.9182
2003	0	0	0	10	2	0	1	1	0	0	0	14	34.3000	2.4500
2004	0	0	0	10	1	0	0	6	0	1	0	18	74.5000	4.1389
2005	0	0	1	6	0	0	1	3	0	0	0	11	13.5000	1.2273
2006	0	0	2	17	2	0	7	5	0	1	0	34	85.1000	2.5029
2007	0	0	4	10	3	1	2	2	0	1	0	23	18.1000	0.7870
2008	0	1	0	10	0	1	1	6	0	0	0	19	89.5000	4.7105
2009	0	0	0	6	0	0	0	2	0	1	0	9	21.9000	2.4333
2010	0	0	2	13	1	0	0	3	0	0	0	19	45.6000	2.4000
2011	0	0	0	3	1	0	0	6	0	0	0	10	113.5000	11.3500
2012	0	1	0	2	0	1	0	13	0	0	0	17	189.5000	11.1471
2013	0	0	0	6	1	0	0	3	0	0	0	10	21.9000	2.1900
2014	0	1	0	5	7	0	0	5	0	1	0	19	119.4000	6.2842
2015	0	0	1	7	1	1	1	3	0	0	3	17	73.7000	4.3353
2016	0	0	1	5	2	0	0	2	0	0	5	15	1,388.1200	92.5413
2017	0	0	0	5	0	0	0	2	0	0	2	9	10.5200	1.1689
2018	0	0	0	2	0	0	4	2	0	0	1	9	2.2400	0.2489
2019	0	0	0	3	0	0	0	1	0	0	2	6	2.4400	0.4067
2020	0	1	0	3	0	0	1	3	0	0	2	10	25.8000	2.5800
2021	0	0	0	8	0	0	3	6	0	0	1	18	61.4780	3.4154
2022	0	1	1	10	0	0	2	8	0	0	6	28	35.6624	1.2737
2023	0	1	1	9	0	0	4	4	0	1	4	24	337.8965	14.0790
2024	0	0	0	9	0	0	2	8	0	0	6	25	48.5692	1.9428
2025	0	0	0	6	0	0	1	7	0	1	7	22	39.5919	1.7996
Total	**0**	**7**	**18**	**206**	**35**	**9**	**37**	**123**	**0**	**8**	**39**	**482**	**3,274.2180**	
AVG	**0**	**0**	**1**	**8**	**1**	**0**	**1**	**5**	**0**	**0**	**2**	**19**		
% Of Total	**0.00**	**1.45**	**3.73**	**42.74**	**7.26**	**1.87**	**7.68**	**25.52**	**0.00**	**1.66**	**8.09**	**100.00**		

5/18/2025

PROPOSAL

Emergency Transportation Associates, LLC
307 Yuma Lane E
Deep Gap, NC 28618
828-355-9755
contact@joineta.com

EMERGENCY TRANSPORTATION ASSOCIATES

PREPARED FOR

Will Holt | Watauga County EMS | Will.Holt@watgov.org | 814 W. King Street, Boone, NC 28607 | (828) 264-4235

PROJECT INFORMATION

Project ID: rec8VrN4P4oNRwTtm

Project Type: TYPE 1 Phoenix RMT

CHASSIS/MODULE

Chassis Manufacture: Ford

Chassis Model: F450 4WD GAS

Module Manufacture: Frazer, LTD

FINANCIAL BREAKDOWN

Project Cost: $236,903.60 x 3 units =$707,710.80

Delivery Estimated 150-180 Days After Receipt of Chassis (AROC)
- Price is valid for 30 day.

PREPARED BY:

Eric Vogl Sr (evogl@joineta.com)

Emergency Transportation Associates, LLC

www.emergencytransportationassociates.com

TERMS & ACCEPTANCE

Emergency Transportation Associates, LLC
307 Yuma Lane E
Deep Gap, NC 28618
828-355-9755
contact@joineta.com

EMERGENCY TRANSPORTATION ASSOCIATES

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.
If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.
Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

Payments can be made by check or wire transfer . If the customer plans to pay by check please make the check out to Emergency Transportation Associates, LLC.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Deep Gap, NC Customer representative(s) will pick up the unit at upfitter location, 307 Yuma Lane E Deep Gap NC 28618 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve the Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of the Customer or to information lawfully within the Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records

CHASSIS PAYMENTS DUE AT TIME OF ORDER - Due to the new rules and regulations set fourth by the chassis manufactures all projects chassis must be paid for at the time of order.

Once your order is processed you will receive an email from ETA with the following

- RO Reference Number
- Total Amount of the project
- Total amount of the chassis cost due
- Total amount due at the time of projects completion

Unless otherwise agreed upon the customers take off chassis (old) is considered traded in to Emergency Transportation Associate's, LLC. A trade in value as already been applied to this order and is included in the total price that is listed on the first page.

ACCEPTANCE & SIGNATURES

In order to move forward and procure your vehicle order and production slot please sign below and place your initials in the lower right corner of every page and return this proposal back to your Sales Associate at the email address listed on the first page of the proposal. We look forward to working with you and your department on your project.

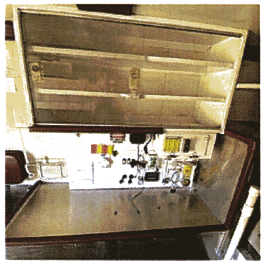
Print Name	Eric Vogl Sr (evogl@joineta.com)	**Print Name**	Watauga County EMS
Signature:	*Eric Vogl* Approved by Co-Founder Eric Vogl	**Signature:**	
Date:	5/18/2025	**Date:**	
Emergency Transportation Associates, LLC			

SCOPE OF WORK

Emergency Transportation Associates, LLC
307 Yuma Lane E
Deep Gap, NC 28618
828-355-9755
contact@joineta.com

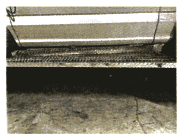
EMERGENCY TRANSPORTATION ASSOCIATES

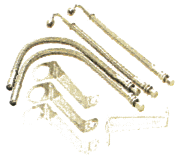
Pictures of unit to be remounted

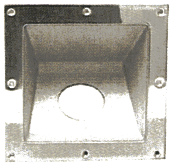
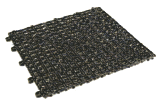


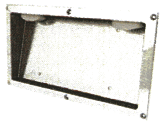
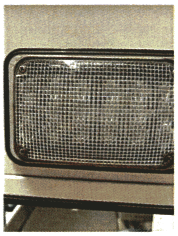
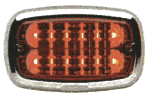
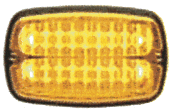
Category	Qnty Quoted	Part Name	Vendor	Part Number	Picture	Description
Sales Associate	1	Elizabeth Brash	Emergency Transportation Associates, LLC			
Chassis	1	Ford F450 / 84 CA / 4x4 / GAS - Extenended CAB	Ford			2022 6.7 V8 Diesel Engine, 108 Cab to Axle, 18000 GVWR, 2 Wheel Drive, 10 Speed Automatic Transmission, 19.5 Tires, XLT Trim, Ambulance Prep Package
Chassis	1	Chassis Demount Electrical (OLD)	ETA			Chassis Electrical - Prior to Demount Remove all Cab /

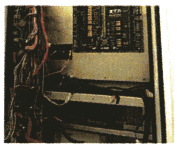
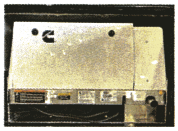
						Conversion Wiring from old Chassis. Unhook all HVAC hoses to the Rear AC/Heat Unit. Install NEW Cab wiring for all pertinent 12 Volt Options.
Chassis	1	Chassis Electrical Prep (NEW)	ETA			
Chassis Options	1	Suspension -Liquid Springs - Rear	Liquid Springs			Experience a smoother, more compliant ride with safer handling with LiquidSpring's new suspension system. With CLASS® technology, or Compressible Liquid Adaptive Suspension System, LiquidSpring is the next generation vehicle suspension system. LiquidSpring's technology utilizes a strut with a compressible liquid as the spring/damping medium and a sophisticated on-board microprocessor to adapt the entire vehicle's response to road variations and the driver. Customer paid deposit.
Chassis Options	1	Battery Switch - Transfer Existing	Standard	ETA_Batt_Switch_Transfer		Transfer Existing
Chassis Options	1	Exhaust	ETA	Weld_Exhaust		Modify to Match Body (Per QVM Guidelines)
Chassis Options	2	Undercoat - 3m (Per QVM Guidelines)	3M	Undercoat		
Chassis Options	1	Back Up Alarm	Feniex Industries	BA-0119		Sound the alarm with the Feniex Shield 14W, a dependable, affordable solution to protect any work site or construction zone. This 97dB (+/-10dB) back-up alarm/beeper is dust, moisture and

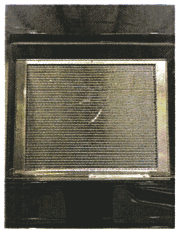
						vibration-proof.
Chassis Options	1	Console - Arm Rest (Set of 2) / Not Available on Type 3	Havis	C-ARM-102		
Chassis Options	1	Console - 12 Volt USB Port				
Chassis Options	1	Back Up Camera - OEM - Install Only				Install OEM Camera to the Rear of the Module. Wire to OEM Dash Display
Chassis Options	1	Battery - InPower Automatic	InPOWER	SSC42-275		InPOWER SSC42-275 solid state disconnect switch. 275 A over shutdown, 800A Surge Capability
Chassis Options	1	Cab Seal -Type I - Accordion Bellows		ED-5388 x 8ft		
Chassis Options	1	Console - 12 Volt Outlet				
Chassis Options	1	Console - 120 Volt Duplex				
Chassis Options	1	Console - Switch Panel - Front / Frazer NEW Switches				
Chassis Options	1	Console - Switch Panel - Rear / TRANSFER /New Swtches	ETA			
Chassis Options	1	Door - Unlock Button - Grille Driver Side Upper (Stealth)				
Chassis Options	1	Grille Guard - Fab Fours - Type I - Ford	Ranch Hand	GGF111BL1		
Chassis Options	1	Running Boards - Type I - Reg Cab (2) Ford F Series	Steel Tech			
Chassis Options	1	Wheel Covers - Ford F450	Pacific Dually	43-1950		

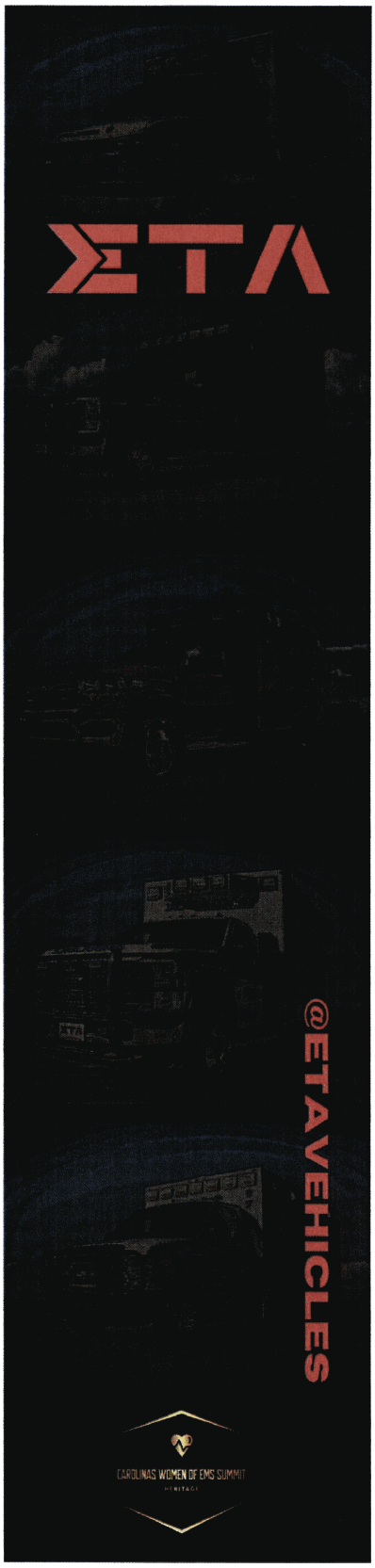
Chassis Options	1	Wheel Covers - Phoenix - Rear Valve Extension	Phoenix	AML1		
Chassis Options	1	A1 Chassis Frame Prep				Install a Ten (10) Outriggers, Mounting Pucks and Retainer. Grade 8 bolts are to be used. All shall be installed per OEM Chassis Manufacturer's recommendations.
Chassis Options	1	A2 Chassis Prep New Outrigger - Type 1	Steel Tech			
Chassis Options	1	A3 Chassis Rear Window / New Painted Aluminum -Type 1	Steel Tech			
Chassis Options	1	Console - FRAZER / Recoat & Transfer	Frazer			
Chassis Options	2	CAB Seat Covers - / Logo	Standard			
Chassis Options	1	Ignition Security System - Tremco	Tremco			Push Button, Locate under the Steering Column
Module Exterior	2	Exterior - Splash Guards	Steel Tech	AA_SG		
Module Exterior	1	Fuel Fill Hose "Neck"				A new fuel fill hose and copper plumbing shall be installed to fit the module. Special effort shall be applied to ensure proper fill all to tank, per ford QVM guidelines.
Module Exterior	1	A Module Changeover - Type I to Type I	ETA	TI_TI		Includes: Strip Module of all Exterior parts (If Module is to be Painted) Demount of Module from Existing Chassis, Whole New Mounting System (10 Mounts), Replace Rear Cab

						Window with an Aluminum Plate, Add New Cab to Box Pass Thru w/ Bellows, Mount Module Squarely on New Chassis, Torque all Mounting Bolt to between 55 to 65 Foot Pounds. Ensure Module is Level
Module Exterior	1	Exterior - Kick Plate / FRAZER STYLE	ETA	BA_KP		
Module Exterior	1	Fuel Fill - CAST Products - Filler	CAST Products	FG5301-1-263		
Module Exterior	1	Rear Bumper w/ Flip Up Step -New /Includes Dock Rubber Dock Bumpers	Steel Tech			Rear Bumper w/ STEEL Substructure, Flip Up step and Aluminum Tread Plate Bumper Tips w/ ETA Lighted Logos and Black Rubber Dock Bumpers
Module Exterior	150	Weather-strip - Price Per Ft / Frazer				New weather strip to be installed. Purchasing to cross reference manufacture to ensure proper material is ordered.
Module Exterior	1	Exterior - Over Wheel Wells (Set of 2)	Steel Tech			
Module Exterior	1	Module Manufacture - Frazer, LTD				Frazer 12 FT Module /
Module Exterior	1	Compartment - Interior - Dry Deck - (BLACK)	Kendall Products			
Module Exterior	1	Compartment - Rapter Line Including Door Panels				
Module Exterior	1	Door Replacement - Frazer Upgrade	Frazer, LTD			Includes - All new style FRAZER doors w/ new Eberhard door hardware
Module Exterior	1	Door Rotary Latches - Tri Mark (ALL) Included w/ Door Replacement	Trimark			
Module Exterior	1	Exterior Drip Rail - Exterior 24 ft ALL NEW	Steel Tech			

Module Exterior	1	Tag Bracket - CAST Products W/ 2 LED Lights	CAST	LP0002-1-C-CHA		
Module Exterior	1	A2 Strip Module	ETA			
Module Exterior	1	A1 Demount Module	ETA			
Module Exterior	1	A4 Remount Module (to New Chassis)	ETA			
Module Exterior	1	A3 INSPECT MODULE TO ENSURE IT IS STRUCTURAL SOUND				If found unsafe CONTACT CUSTOMER an advise
Module Exterior	1	AA TRANSFER EXISTING MODULE				
Exterior Lighting	7	ICC/DOT - TecNiq 3/4 PC - AMBER	TecNiq	S37-AA-9A -1		
Exterior Lighting	7	ICC/DOT - TecNiq 3/4" PC - RED	TecNiq	S37-RR-90-1		
Exterior Lighting	2	Load/Scene Lights - Whelen - M6 Bezels	Whelen	m6fc		
Exterior Lighting	2	Load/Scene Lights - Whelen - M6 Series LED	Whelen	m6zc		
Exterior Lighting	4	Whelen - M4 - LED Red with Red Lens/ Grille Guard	Whelen	m4r		
Exterior Lighting	12	Whelen - M6 - Bezel	Whelen	M6FC		
Exterior Lighting	1	Whelen - M6 - LED Amber with CLEAR Lens	Whelen	m6AC		
Exterior Lighting	3	Whelen - M6 - LED Clear with Clear Lens	Whelen	m6c		
Exterior Lighting	4	Whelen - M6 - LED Red with Clear Lens	Whelen	m6rc		2 - Grille Lights 2 Intersection Lights
Exterior Lighting	1	A1 - Install Lights				
Exterior Lighting	2	Whelen Scenes / Match Existing				
Exterior Electrical	1	PCP & Modular Electrical - USE EXISTING	RC Tronics	RCT-01479-0001, RCT-molex-00008, Dat-01351-00150, dat-01352-00200		

						
Exterior Electrical	1	Shoreline - Kussmaul - 30 amp Super Auto Eject	Kussmaul	091-159-30-120 // 091-159-30-250		
Exterior Electrical	1	A1 General Electrical - Primary	ETA			
Exterior Electrical	1	A2 General Electrical - Secondary	ETA			
Exterior Electrical	1	Generator - Onan / Frazer	Frazer			
Paint & Graphics	1	Paint - Ford White	ETA	Paint_Ford_W		
Airhorns, Sirens & Speakers	2	Speakers - Feniex (2) 100 Watt	Feniex			Triton 100W: with a compact low-profile design and durable polycarbonate housing, its the ideal speaker for any police, fire or EMS vehicle. Uniquely engineered to achieve 85 degree sound dispersion, the Triton is a reliable choice for any first responder. Meets or exceeds SAE J1849 standards.
Module Interior	1	Formica	ETA			Preform Minor Repair
Module Interior	1	Attendant Seat - EVS - Child Safety Seat 5 Point Harness	EVS			
Module Interior	1	Flooring - Ionplate II-424tx - Gun Metal - Inc Two New Thresholds	Lonseal	P424		
Module Interior	1	Monitor Mount - Technomount (Need Monitor Spec)				
Module Interior	1	LEXAN-3/16"-Clear-All Cabinets	Piedmont Plastics	Lexan-3/16Clear		
Module Interior	1	Upholstery-Type I Rear (Blue)	ETA			

HVAC	1	AC - Frazer Replacement	Frazer	ASCQ15HO		Frazer Self Contained Air Conditioner / Heater
HVAC	1	A1 Hook Up HVAC Air Handler				
HVAC	1	AC - Frazer Return Air Grille	Frazer			
Cot Retention System	1	Stryker Power/PerformanceLOAD Install	Stryker			
Loose	1	Fuel	ETA	ETA_Fuel		
Loose	1	A1 Administration	ETA			
Loose	1	A3 Warranty	ETA			
Loose	1	A4 NC Sheriffs / PER PO	NC Sheriff			
Loose	1	A1 Frazer Certs				
Special Notes / Options	1	Trade In Value				
Warranty	1	Electrical				5 Year / 100,000 Mile - Per Written ETA Warranty Statement
Warranty	1	Paint				5 Year / 100,000 Mile - Per Written ETA Warranty Statement
Warranty	1	Remount Conversion				1 Year / 36,000 Mile - Per Written ETA Warranty Statement



William Holt
Watauga County Emergency Management
184 Hodges Gap Road
Suite D
Boone NC 28607

Dear Mr.Holt,

We are pleased to present the enclosed quote for a Frazer Bilt, LTD ambulance, which we trust will meet your high standards for quality and reliability. Frazer Bilt, LTD, based in Houston, TX, is renowned for its exceptional craftsmanship and innovation in ambulance manufacturing. As the exclusive Dealer of Record for Frazer Bilt, LTD, we, Emergency Transportation Associates, LLC, are committed to delivering these exceptional products to customers in **North Carolina, South Carolina, Tennessee, Kentucky, West Virginia, and Virginia.**

Please note that while the product detailed in the quote is manufactured by Frazer Bilt, LTD, all Purchase Orders and Chassis Deposits should be directed to Emergency Transportation Associates, LLC. Our address is as follows:

Emergency Transportation Associates, LLC
307 Yuma Lane E
Deep Gap, NC 28618

You will receive two invoices for this project. The first will be your deposit invoice that will be used to cover the cost of your desired chassis and the second will be your remaining balance that will be due at the time of delivery.

This process ensures that your orders are handled efficiently and effectively, providing a seamless experience from the initial quote to the delivery of your ambulance.

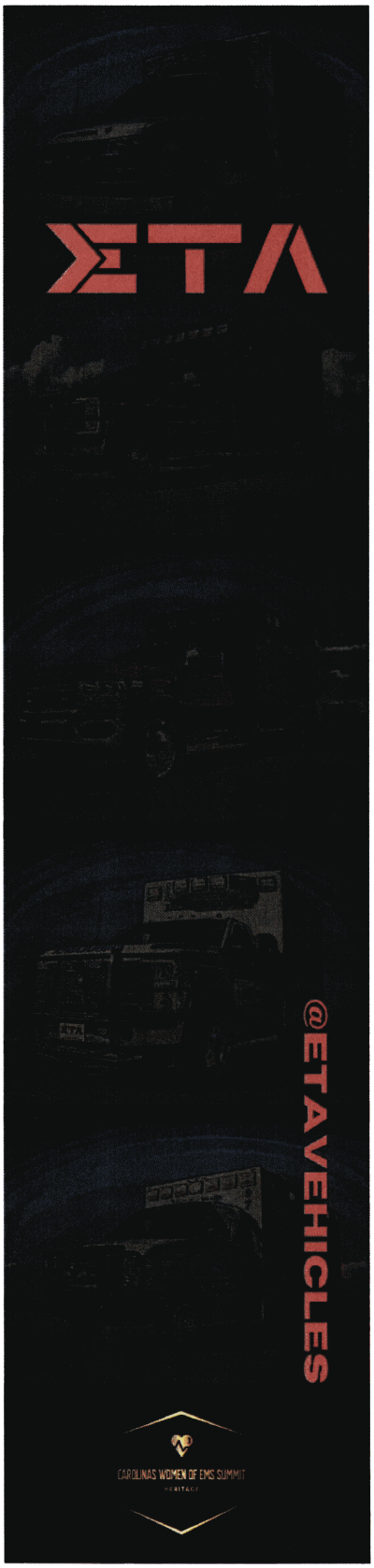
Should you have any questions or require further assistance, please do not hesitate to contact us. We are here to support you every step of the way and look forward to serving your emergency transportation needs.

Thank you for choosing Emergency Transportation Associates, LLC. We appreciate your business and trust.

Sincerely,

Eric Vogl

Eric Vogl II
Co-Founder
Emergency Transportation Associates, LLC
Evogl2@joineta.com



Project Overview

Total Number of Units in Order	3

Per Unit Cost		
Chassis Price	Deposit due at time of order	$79,000
Conversion Price	Final Payment due prior to leaving production facility	$248,750
Travel Cost	Cost will be included in the final invoice.	$6,000
Co-Op	(HGAC)	$1,000
Total Cost of Project		$334,750

Total Project Cost		
Chassis Price	Deposit due at time of order	$237,000
Conversion Price	Final Payment due prior to leaving production facility	$746,250
Travel Cost	Cost will be included in the final invoice.	$6,000
Co-Op	(HGAC)	$1,000
Total Cost of Project		$990,250

Misc Notes

Final inspection trip for two (2) people from Asheville, NC to Houston, Texas.
Economy class one-way (round trip) airfare included.
Hotel accommodation for two days, one night included.
Ground transportation provided while in Houston.
Meals while in Houston included.

Customer Quote

6/16/2025 11:08:15 AM

Estimate No:	Q4861-0001
Quote Date:	6/16/2025
Expiration Date:	7/31/2025
Salesperson:	EB
Payment Terms:	Net 30

Invoice To:

Watauga Emergency Services
Watauga Emergency Services
184 Hodges Gap Road
Suite D
Boone NC 28607
US

Deliver To:

Phone:8282644235

Order Instructions:

The unit will be invoiced approximately 30 days prior to vehicle completion and is due upon acceptance of the completed unit, unless alternate terms have been approved in writing.

All ownership documentation—including the Manufacturer's Statement of Origin (MSO), Buyer's Order, and delivery paperwork—will be held until full payment of all open invoices has been received. This won't delay you from inspecting or taking delivery—but you won't receive the paperwork until payment is complete.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE New 12' XT	3.00	EA	$	242,975.00	$	728,925.00
2	CHASSIS 2026 Ford F450 Super Cab 4x4 Gas CP	3.00	EA	$	0.00	$	0.00
3	DELIVERY Trailered from Houston, TX to Boone, NC	3,300.00	M	$	5.25	$	17,325.00
5	SpecDoc Configurable item to create the SpecDoc	1.00	EA	$	0.00	$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

6/16/2025 11:08:15 AM

Estimate No:	Q4861-0001
Quote Date:	6/16/2025
Expiration Date:	7/31/2025
Salesperson:	EB
Payment Terms:	Net 30

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount:	746,250.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	746,250.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock.

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For your convenience, all pricing has been itemized below per quote Q4861-0001 for Watauga Emergency Services

Base Module	$	147,975.00
Chassis Exterior	$	26,125.00
Module Exterior	$	43,625.00
Chassis Interior	$	6,275.00
Module Interior	$	18,975.00
Total	**$**	**242,975.00**

Items included in above totals:

1. Pricing Model Year: 2025	$	
2. Type I 12' XT Module	$	incl
3. This is a CAAS GVS v3.0 Unit	$	incl
Chassis Exterior:		
4. Customer Provided Chassis processing and handling fee and replacement rear window glass with sliding window	$	2,850.00
5. 2 Chassis Keys Provided	$	incl
6. Chassis Paint Layout: Keep Factory Paint Color - Red	$	incl
7. Chassis : 2026 Ford F-450, Gas, 4x4, Super Cab, 84" Cab to Axle, PQ - Race Red	$	incl
8. Suspension: LiquidSpring	$	17,825.00
9. Camera System: Voyager 7" Monitor with Back-Up Camera	$	2,525.00
10. Black Back-up Camera	$	incl
11. Wheel type: Stainless steel covers	$	incl
12. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	450.00
13. Road Force Elite tire and wheel balancing	$	incl
14. Chassis Steps: Luverne Running Boards	$	1,575.00
15. Grille Guard: Grille Guard with Wraparounds	$	incl
16. Passenger's side Grille Light: Whelen M4 Red Light	$	incl
17. Driver's side Grille Light: Whelen M4 Red Light	$	incl
18. Passenger's side Intersect Light: Whelen M4 Red Light	$	incl
19. Driver's side Intersect Light: Whelen M4 Red Light	$	incl
20. Driver Fender Light: Whelen M4 Red Light	$	450.00
21. Passenger Fender Light: Whelen M4 Red Light	$	450.00
Chassis Exterior Subtotal	**$**	**26,125.00**

Module Exterior:

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22. Power Source: Onan 5.5kW Generator	$	14,475.00
23. Module Paint Layout: Non-White One Tone - PQ - Race Red	$	3,300.00
24. Supertherm Coating on Module Roof - Roof Will be White	$	incl
25. Anti-Corrosion/Weatherproof Package	$	2,350.00
26. Tier 2 - Premium Design Package	$	1,850.00
27. Frazer Provided Tier 2 - Standard Graphics	$	6,500.00
28. Perforated Graphics Material on Rear Entry Door Windows	$	600.00
29. Solid Color Conspicuity Strips on Compartment Doors	$	300.00
30. Rear Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	$	300.00
31. Body Drop on the Passenger's Side Forward of Rear Wheels	$	incl
32. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	$	375.00
33. Dri-Deck in Applicable Exterior Compartments	$	450.00
34. Ground Lights: Entry Doors	$	1,575.00
35. Shore Power: Single 30 Amp auto eject w/ White cover on Driver's Side Wall	$	750.00
36. Pigtail/Plug Option: Pigtail	$	incl
37. Coax 1: Run coax from location 1 to Electrical Compartment terminated to Motorola APX 8500 deck installed in electrical cabinet. Install antenna on module roof, terminate in electrical cabinet at radio.	$	incl
38. Coax 2: Run coax from location 2 to Electrical Compartment	$	incl
39. Coax 3: Run coax from location 3 to Electrical Compartment	$	incl
40. Coax 4: Run coax from location 4 to Electrical Compartment	$	incl
41. Front Wall Light Layout: High 5 Lights	$	incl
42. Front Wall Light #1: Whelen M6 Red/Amber Light	$	175.00
43. Front Wall Light #2: Whelen M6 Red Light	$	incl
44. Front Wall Light #3: Whelen M6 Clear Light	$	incl
45. Front Wall Light #4: Whelen M6 Red Light	$	incl
46. Front Wall Light #5: Whelen M6 Amber/Red Light	$	175.00
47. Front Wall Driver Side Box Light: Whelen M9 Red Light	$	225.00
48. Front Wall Passenger Box Light: Whelen M9 Red Light	$	225.00
49. Driver Wall Front Box Light: Whelen M9 Red Light	$	225.00
50. Driver Wall Rear Box Light: Whelen M9 Red Light	$	225.00
51. Driver Wheel Well Light: Whelen M6 Red Light	$	incl
52. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing	$	incl
53. O2 Compartment Style: Laydown O2 with Adjustable Shelf	$	incl

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54. O2 Rollers for an H Cylinder	$	incl
55. 2 high D Cylinder Holder in the O2 Compartment Next to Laydown	$	300.00
56. O2 Cylinder Changing Wrench	$	175.00
57. O2 Regulator - Ship Loose	$	300.00
58. Electrical Compartment Style: Standard Electrical Compartment	$	incl
59. Lower Storage Style: Standard Lower Storage	$	incl
60. Compartment Above Wheel Well with No I/O Access	$	incl
61. Dometic Self-Contained A/C: Includes Exhaust Fan and Air Deflectors	$	incl
62. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	$	825.00
63. Module Window Option: Sliding Window	$	incl
64. Upper Rear Wall Light Layout: 3 Across	$	incl
65. Upper Light #1: Whelen M6 Load Light	$	incl
66. Upper Light #2: Whelen M6 Amber Light	$	incl
67. Upper Light #3: Whelen M6 Load Light	$	incl
68. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light with Clear Lens	$	incl
69. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light with Clear Lens	$	incl
70. Lower Light #3: Whelen M6 Red Light	$	incl
71. Lower Light #4: Whelen M6 Red Light	$	incl
72. Rear Wall Driver Box Light: Whelen M9 Red Light	$	225.00
73. Rear Wall Passenger Box Light: Whelen M9 Red Light	$	225.00
74. Rear Backboard Options: No Shelf	$	incl
75. Lower BTTs: 2 M6 Lights on each side	$	1,100.00
76. Treadbrite Add on: Padeyes Below Rear Entry Doors	$	1,000.00
77. Rear Bumper	$	incl
78. Door Grabbers	$	incl
79. License Plate Light	$	incl
80. Passenger Wall Front Box Light: Whelen M9 Red Light	$	225.00
81. Passenger Wall Rear Box Light: Whelen M9 Red Light	$	225.00
82. Passenger Wheel Well Light: Whelen M6 Red Light	$	incl
83. Passenger Scene Light Activated with Side Entry Door	$	500.00
84. Interior Step Option: Double Step Well	$	incl
85. 3" Round Whelen LED in Step Well of the Side Entry Door Towards Front Wall	$	700.00

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86. Passenger Rear Compartment Style: Onan Genset Compartment	$	incl
87. Door Locks on Entry Doors and Front I/O	$	2,250.00
88. Gas Hold Open on All Compartments	$	1,500.00
Module Exterior Subtotal	**$**	**43,625.00**

Chassis Interior:

89. Siren Speakers: Whelen SA 315 Speakers	$	incl
90. Tap-2 on Primary Siren	$	incl
91. Siren Option: Whelen C9 Siren in Console	$	incl
92. Mic 1 shipped loose	$	incl
93. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
94. Slot 1: Single Slot Switch Panel	$	incl
95. Slot 2: Siren 1	$	incl
96. Slot 3: Radio Plate: 7 L X 2 W opening dims Item ID 22667	$	incl
97. Slot 4: Single Blank	$	incl
98. COMP OPEN / DOOR OPEN Warning Buzzer	$	400.00
99. Kussmaul USB/USB-C Device at Console	$	375.00
100. Console Switch Layout : Primary - Secondary - Blank - Kussmaul USB/USB-C - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	$	incl
101. New Armrest	$	375.00
102. Console Layout: 4-Slot Console	$	incl
103. Front Base of Console: 120VAC	$	825.00
104. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	300.00
105. Front of Console: 12VDC wired Battery hot with Medical Diode	$	450.00
106. Rear of Console: Single Mapholder	$	375.00
107. Map Light: Light on passenger side	$	375.00
108. Tremco Anti-Theft System	$	775.00
109. Amerex 807 Bracket and Fire Extinguisher behind Driver Seat	$	425.00
110. UNOC 196: "Install customer provided radio equipment:	$	1,225.00

- Motorola APX 8500 radio base <frequency> in electrical cabinet; Ignition hot
- Antenna on module roof

- Radio head in console slot 3
- 30' long radio control cable

- Mic
- Speaker rear wall of cab above pass thru facing forward

- Radio head at action wall centered under overhead cabinet
- 15' long radio control cable
- Mic aft of radio head action wall
- Speaker under overhead cabinet against back wall facing the aisle.

111. UNOC 1103: Install customer provided Cradlepoint router in electrical compartment with antenna on the chassis roof.	$	375.00
Chassis Interior Subtotal	**$**	**6,275.00**

Module Interior:

112. Protek Cushions	$	incl
113. Cobalt Blue Interior	$	incl
114. Stainless Steel Countertops	$	incl
115. Stainless Steel Grab Rails	$	incl
116. Front I/O with Lexan Doors	$	incl
117. Duplex Outlet in the Front I/O	$	incl
118. Duplex Outlet on the Front Wall	$	incl
119. Duplex Outlet in the Front Corner Area	$	300.00
120. Aluminum Door in the Front Corner Area	$	incl
121. Double Locking Aluminum Drug Box with Touchpoint Keypad Under Driver Side End of the Front Wall Cabinet	$	575.00
122. Location 1: 8 Switch panel	$	incl
123. Location 2: Single O2 Outlet	$	incl
124. Location 3: Thermostat	$	incl
125. Location 4: Dual USB receptacles	$	375.00
126. Location 6: Blank	$	incl
127. Location 7: Blank	$	incl
128. Location 8: Quad 120 VAC	$	incl
129. Location 9: Suction	$	incl
130. Genset Start/Stop Switch at Action Wall	$	incl
131. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low; Start/Stop Genset; Blank; Blank; Blank;	$	incl
132. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	$	2,525.00
133. Sharps Container at Action Wall	$	incl
134. New 3-High Glove Box Holder at End of Action Wall Cabinet	$	incl

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135. Single CPR Seat	$	incl
136. New 6pt Harness at the CPR Seat	$	825.00
137. Cabinet Aft CPR Seat	$	1,425.00
138. Stainless Steel Grab Rail/IV Pump Bar on A/C Cladding	$	300.00
139. Genset Start/Stop Switch at Rear Doors	$	incl
140. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	$	incl
141. New Sharps Container Centered on Rear Wall	$	300.00
142. Two Seating Positions at the Squad Bench - 1 and 2	$	incl
143. Harness Type for Seat Position 1: New 6pt Harness	$	825.00
144. Harness Type for Seat Position 2: New 6pt Harness	$	825.00
145. Double Squad Bench Cabinet	$	1,000.00
146. New Glove Box & Handrail at the Head of the Squad Bench	$	525.00
147. Trashcan With Lid at the Head of the Squad Bench	$	incl
148. O2 Outlet at the Squad Bench Wall	$	incl
149. Duplex Outlet in Squad Bench Area toward Side Entry Door	$	300.00
150. Single O2 Outlet in Ceiling Raceway	$	525.00
151. IV Hanger on Ceiling Raceway	$	incl
152. Driver Side Stainless Steel Ceiling Grab Rail for 12' Unit	$	incl
153. IV Hanger on Squad Bench Ceiling	$	incl
154. In-Module Camera at the Rear Headknocker Position	$	900.00
155. Rear Headknocker Options: No Clocks or Speakers	$	incl
156. Stryker cot tower only (no antler and bar)	$	incl
157. Stryker Floor Track and Customer Provided Stryker Power-LOAD - Gen 2	$	4,750.00
158. Lonplate II Gunmetal Floor	$	450.00
159. Laydown O2 Cabinet	$	incl
160. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	$	1,100.00
161. Module Heater : New	$	incl
162. Customer Provided Items Processing Fee	$	1,150.00
Module Interior Subtotal	**$**	**18,975.00**

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Last edited by ebrasch on May 05 2025

Email this quote along with your PO

to Eric Vogl Sr at evogl@joineta.com

Remit To:

Frazer, LTD
7219 Rampart St.
Houston, Texas 77081
USA

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 180 days before the projected production completion date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

CHASSIS PAYMENT CONSIDERATION: Please note that payment for the chassis may have been issued prior to the 180-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.

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DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

MARKET VOLATILITY AND FEATURE AVAILABILITY: Frazer strives to maintain transparency and proactive communication with its customers. Due to market volatility, supply chain disruptions, or other unforeseen circumstances, certain options, brand names, materials, or features may become unavailable during the production process. In such instances, Frazer will notify the customer promptly and work collaboratively to identify and implement suitable alternatives that uphold the functionality, quality, and design standards of the product. Frazer appreciates the customer's understanding as it navigates these challenges and remains committed to delivering products that meet or exceed customer expectations.

IMPORT DUTIES AND TARIFF DISCLAIMER: The pricing provided in this estimate is based on current market conditions as of the date of issuance and does not account for potential import duties, tariffs, or other

fees that may be imposed on goods imported from non-U.S. countries. Should such charges come into effect prior to the fulfillment of the order, these additional costs may be reflected in the final pricing. Frazer will provide timely notice of any such changes, including a detailed explanation of the impact, and will work in good faith with the customer to minimize any adverse effects. Frazer values its relationship with the customer and encourages open communication to address any questions or concerns that may arise.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

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APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

This contract has been pre-audited as required
by the Local Government Budget and Fiscal Control Act

Dan Georgia
Finance Officer

STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS

LOAN AGREEMENT (ROUND 2)
BETWEEN
THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE TREASURER)
AND
THE COUNTY OF WATAUGA, NORTH CAROLINA

Loan Round:	**Round 2**
Round 2 Loan Number:	**Watauga-Round2-281**
Round 2 Loan Date:	6-17-2025
Round 2 Loan Amount:	**$590,884.30**

REPAYMENT TERMS:

- **$1 by the first anniversary of the Round 2 Loan Date**
- **10% of the Round 2 Loan Amount by June 30, 2027**
- **20% of the Round 2 Loan Amount by June 30, 2028**
- **30% of the Round 2 Loan Amount by June 30, 2029**
- **40% (less $1) of the Round 2 Loan Amount by the earlier of the fifth anniversary of the Round 2 Loan Date or June 30, 2030.**

Recipient Tax ID/EIN: 56-6001816

PURPOSE:
For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement ("Agreement") is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), and the **County of Watauga, North Carolina** ("RECIPIENT") (referred to individually as Party and collectively as "Parties") to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the "Authorizing Act").

1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below ("Effective Date") and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

2. NCDST'S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **$590,884.30** to pay for RECIPIENT'S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**

b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.

c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.

d. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (i) the five-year anniversary of the Round 2 Loan Date; or (ii) June 30, 2030.

e. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **$590,884.30**.

f. As provided in the Authorizing Act:

(i) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.

(ii) If RECIPIENT obtains alternative funds pursuant to subdivision (i) of this subsection f., RECIPIENT shall remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection d. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Eric Naisbitt Chief of Staff Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 814-3817 Email: helenecashflowloans@nctreasurer.com	Eric Naisbitt Chief of Staff Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 814-3817 Email: helenecashflowloans@nctreasurer.com

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name Deron Geouque Title County Manager/ Finance Director Address 814 West King Street Boone NC 28607 Email Deron.Geouque@watgov.org Phone 828-265-8000	Name Deron Geouque Title County Manager/ Finance Director Address 814 West King Street Boone, NC 28607 Email Deron.Geouque@watgov.org Phone 828-265-8000

5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement's termination, RECIPIENT's books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

8. CLAW-BACK; OFFSET:

a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Round 2 Loan Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.

b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

a. By mutual written consent of the Parties;
b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

c. In the event that RECIPIENT repays the Round 2 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 2 Loan Date; or (ii) June 30, 2030.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. SEVERABILITY:

a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the "Federal Funding Programs"). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT's eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

COUNTY OF WATAUGA, NORTH CAROLINA

[signature] 6-17-2025

AUTHORIZING OFFICIAL Date

Braxton Eggers Chairman

Printed Name Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL Date

Eric Naisbitt **Chief of Staff**

ATTACHMENT A

RESOLUTION TO APPROVE ROUND 2 NORTH CAROLINA CASHFLOW LOAN AGREEMENT AND PROMISSORY NOTE

WITNESSETH:

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, local governments wishing to participate in Round 2 of the Loan Program are required to execute a Round 2 Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

NOW, THEREFORE BE IT RESOLVED BY THE COUNTY OF WATAUGA, NORTH CAROLINA:

1. That the Round 2 Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.

2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the 17th day of June 2025

COUNTY OF WATAUGA, NORTH CAROLINA

By: _____
Mayor/Commissioner/Authorized Representative

Name: Braxton Eggers

Title: Chairman

ATTEST:

_____
Town Clerk/Authorized Representative

Name: Monica Harrison

Title: Deputy Clerk to the Board

ATTACHMENT B

This Promissory Note has been pre-audited as required by the Local Government Budget and Fiscal Control Act

Deron Georgue
Finance Officer

PROMISSORY NOTE

Date: 6-17-2025

Round 2 Loan Number: **Watauga-Round2-281**
Round 2 Loan Amount: **$590,884.30**

The **County of WATAUGA, North Carolina** ("BORROWER") DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) ("State") the following Round 2 Loan Amount: **$590,884.30.** The promissory note is made in accordance with the related Loan Agreement, dated as of the date hereof (the "Agreement"), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **$1 by the first anniversary of the Round 2 Loan Date**
- **10% of the Round 2 Loan Amount by June 30, 2027**
- **20% of the Round 2 Loan Amount by June 30, 2028**
- **30% of the Round 2 Amount by June 30, 2029**
- **40% (less $1) of the Round 2 Loan Amount by the earlier of the fifth anniversary of the Round 2 Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER's governing body at a meeting duly held on June 17, 2025.

COUNTY OF WATAUGA, NORTH CAROLINA

Deron Georgue
Signature

Deron Georgue County Manager/ Finance Director
[Name and Title]

[SEAL]

Attest:

Monica Harrison
Signature

Monica Harrison, Deputy Clerk to the Board
[Name and Title—should be clerk]

ATTACHMENT C

Watauga County

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

Hurricane Helene Cash Flow Loan Program Wire Form

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION	
Recipient/Account Holder's Name:	Watauga County
Recipient's Address, City, State, Zip:	814 West King Street, Room 216, Boone, NC 28607
Information for the Recipient (optional):	
BENEFICIARY BANK INFORMATION	
Beneficiary Bank Name:	First National Bank
Beneficiary Bank Routing Transit Number (RTN):	043318092
Beneficiary Bank Account Number:	8000133055
Bank's Address, City, State, Zip:	2111 Blowing Rock Road Boone NC 28607
Information for the Beneficiary Bank, if applicable:	

I certify the recipient information and beneficiary bank information provided above is true and correct. and I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted; no electronic signatures.

Deron Geougue	Deron Geougue
Recipient Official's Printed Name	**Signature**
828-265-8000	6-17-2025
Phone #	**Date**

FOR INTERNAL USE ONLY

Financial Operations Division

US Dollar Wire Amount: **$590,884.30**	Contract/Reference #: **Watauga-Round2-281**
Date Wire Processed:	

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45 • Telephone: (919) 814-4000 •
Fax: (919) 855-5809 www.NCTreasurer.com